



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING APRIL 1, 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:**
 - A. Presentation of Artwork Certificates to RJ Longstreet Students
 - B. Audit Presentation from James Moore & Co.
- 6. APPROVAL OF MINUTES**
 - A. City Commission Workshop Minutes March 4, 2025
 1. City Commission Minutes March 4, 2025

7. CONSENT AGENDA:

- A. Community Services Department Monthly Report - February 2025
- B. Public Safety Department Monthly Report - February 2025
- C. Agreement for continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County

8. OLD BUSINESS:

- A. Ordinance 2025-03: Voluntary Annexation, 3836 S. Atlantic Avenue

9. NEW BUSINESS:

- A. Ordinance 2025-06 Elections to Replace Commission Member for Vacated Seat
- B. Resolution 2025-04 Budget Amend #2 FY 24-25
- C. Appointment of Member and Alternate to TPO Citizens' Advisory Committee
- D. Appointment of Member and Alternate to TPO Bicycle Pedestrian Advisory Committee

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

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

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

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

MINUTES
CITY COMMISSION WORKSHOP
March 4, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Strategic Planning Discussion

City Manager Kurt Swartzlander explained that the last visioning session took place in 2019. From that session, 5 goals were created with objectives for each one. It was mentioned that the city currently has a parks master plan and there will be separate workshops to discuss that. The goals were reviewed individually, and a brief discussion was held on each one. Overall, the commission decided to keep the existing goals from 2019 with minor amendments as they are still applicable today. It was discussed that in the past 6 years, the city has gone through COVID, three major hurricanes and a few minor ones too.

The City Manager reviewed projects that had been completed in the last two years and provided details on future ones. He explained that the city had grants underway totaling just over \$36,000,000.00.

Other Discussion Items:

Vice Mayor Politis inquired about flooding that occurred during the past storms. There is a vulnerability assessment happening now. Mayor Miller discussed when to present service anniversaries to employees. Currently, they are being given during the monthly Coffee with the Mayor. After a brief discussion, it was decided to give the employee a choice between attending a city commission meeting or just having their supervisor present the award. The Mayor explained that she had recently attended the Ponce Inlet State of the Town. She would like to do something similar next February. There will still be an evening Coffee with the Mayor in June but that will be more staff driven as in past years.

4. ADJOURNMENT:

The meeting ended at 5:32 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
March 4, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

Volusia County District 2 representative, Matt Reinhart, provided a brief update on the beach restoration project update and sand dredging.

A. Proclamation for Government Finance Professionals Week

Mayor Miller read the proclamation for Government Finance Professionals Week.

6. APPROVAL OF MINUTES

A. City Commission Minutes January 7, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of January 7, 2025.

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

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

B. City Commission Minutes February 4, 2025

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of February 4, 2025.

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

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

7. CONSENT AGENDA:

A. Public Safety Department January monthly report

- B. Community Services Department Monthly Report - January 2025
- C. Executive Financial Report-November, December, & January 2025
- D. Authorization for the Mayor to sign and enter into Professional Parks Master Plan Services with Castle Bay Design Studio contract.
- E. Approval of Independent Contractor's Agreements For Minor Construction Projects
- F. Approval of Independent Contractor's Agreements For Building Division and Fire Plan Review Services
- G. Approval of the FEMA HMPG grant contract for a Community Center Generator
- H. Approval of the FEMA HMPG EOC grant contract for \$335,846.25
- I. Agreement to Piggyback Services Contracted By The Florida Department Of Management Services For Kubota Tractor Purchase
- J. Approval for Mayor Miller to attend Team Volusia 2025 Annual Meeting
- K. MOU between City of Daytona Beach Shores and the United States Immigration and Customs Enforcement Agency
- L. Purchase of 5 XL-185M Mobile Radios

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

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

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

8. OLD BUSINESS:

9. NEW BUSINESS:

- A. Ordinance 2025-02: Voluntary Annexation, 123 Esmeralda Avenue

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein had a short presentation showing slides of the location. This is a single-family home and has met all the requirements for a voluntary annexation. Staff recommended approval.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2025-02 of first reading.

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

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

B. Ordinance 2025-03: Voluntary Annexation, 3836 S. Atlantic Avenue

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein had a short presentation showing slides of the location. This is a single-family home and has met all the requirements for a voluntary annexation. Staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2025-03 on first reading.

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

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

C. Resolution 2025-02: Resolution Of No Interest In The Sanibel Walkway Area Located At 3799 S. Atlantic Avenue

The City Attorney read the Resolution by title only. Community Services Director Stewart Cruz provided a brief report on the walkway. The condominium was built in 2008 and intended to provide a public beach access. The city has maintained the walkway, but it was never dedicated to the city. In 2022, Hurricanes Ian and Nicole came through and damaged the walkway. In July 2024, the City Commission voted to vacate interest in the walkway. The County of Volusia maintains the beach approach directly next to the walkway. They requested passage of this resolution as the Sanibel Condo plans to deed the area in question to the County of Volusia. Staff recommended approval of the resolution.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2025-02 on first reading.

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

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

D. Consideration to re-appoint member to Opioid Abatement Advisory Board and to appoint alternate member.

When the task force was created three years ago, the City Council, at the time, appointed Rev. Bob Kemp-Baird as the city representative. The term expired at the end of February, and Rev. Bob has agreed to be reappointed. The city has received grant money from the task force to purchase AED devices. City Manager Swartzlander included appointing Rev. Melissa Franz as an alternate member.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the re-appointment of Rev. Bob Kemp Baird to the Opioid Abatement Advisory Board and to appoint Rev. Melissa Franz as the alternate member.

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

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

E. Calendar of Upcoming Events

The City Manager reviewed the upcoming dates for workshops and meetings. Commissioner Conomos noted that he would be out of the country for the September 8th meeting.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Calendar of Upcoming Events.

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

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

10. CITY ATTORNEY COMMENTS

Attorney Waters provided an update on a Code Enforcement Appeal involving the property at 2008 S. Atlantic Avenue owned by the Ghobeiras. The court found in favor of the city and dismissed the case.

11. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander reminded the audience of the upcoming dates for the community engagement strategic planning workshops. He stated that separate workshops would be held for the Parks Master Plan on April 15th and 16th. He explained that the Volusia Innovation Challenge was happening at the end of March. The program is similar to Shark Tank on television.

12. COMMISSION COMMENTS:

Mayor Miller reviewed upcoming city events. She asked Director Cruz to review the criteria for temporary promotional activities in case a business would be interested in a permit. Commissioner Card did a recent tour of restaurants with Director Maddox. Commissioner Conomos attended the TPO meeting last month. He stated that the city had vacancies on both the Bicycle/Pedestrian Advisory Committee and the Citizen Advisory Committee. Staff will post this on Facebook to recruit volunteers. Vice Mayor Politis enjoyed attending the recent Mayor's Hometown Heroes dinner and congratulated Detective Gary Malphurs on his award.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Kristin Johansson provided an update on Port Orange/South Daytona chamber events. Sandy Cook felt that it would be useful to share the information on the city's website for businesses regarding the temporary promotional events. She also inquired if local businesses could meet in the local chamber annex to share ideas.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Appoint members to both the Citizen Advisory Committee and Bicycle/Pedestrian Advisory Committee for the Volusia/Flagler TPO.

15. ADJOURNMENT:

The meeting ended at 7:07 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 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 - February 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Montly Report - February 2025
2. CSD Public Works & Sewer Divisions Monthly Report - February 2025

City of Daytona Beach Shores Planning & Building Division Statistics

Monthly Report – February 2025

Planning Division

Site Plans - Submittals and Approvals:

- Submitted this Month: 1
- Submitted this Fiscal Year: 2
- Approved by Staff this Month: 0
- Approved by Staff this Fiscal Year: 2
- 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
3101 South Atlantic LLC	3101 South Atlantic Avenue	2/4	Remove debris, build temporary barrier at seawall	\$47,500.00	\$477.39
Shores Club Condo	3815 South Atlantic Avenue	2/4	Remove knee walls on balconies, concrete repairs	\$19,250.00	\$209.87
Tropic Shores Condo	3111 South Atlantic Avenue	2/5	Install modified bitumen roof system	\$420,000.00	\$4,028.25
Stavre Residence	3023 South Atlantic Avenue, Unit 1204	2/5	Replace kitchen cabinets, missing drywall, vanity	\$11,000.00	\$134.50
Shores Club Condo	3815 South Atlantic Ave.	2/5	Remove outlets and wiring, refeed 1 outlet per unit	\$30,000.00	\$207.05
Groppe Residence	3869 South Atlantic Avenue	2/5	Strip and reroof with metal panels, 31 squares	\$45,600.00	\$459.28
Roush Residence	3109 La Paloma Avenue	2/5	Remodel guest bath, convert tub to shower, new vanity	\$17,000.00	\$189.11
Oceans Five Condo	2987 South Atlantic Avenue	2/5	Resurface pool, bring tile up to code	\$70,000.00	\$691.88
Oceans Five Condo	2987 South Atlantic Avenue	2/5	Replace pool plumbing, bring up to code	\$25,000.00	\$175.00
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	2/5	Remove damaged asphalt near seawall	\$10,000.00	\$85.00
Powers Residence	3333 South Atlantic Avenue, Unit 2206	2/10	Install 5 motorized rolldown hurricane shutters	\$20,444.00	\$220.88

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Beller Residence	3333 South Atlantic Avenue, Unit 1201	2/10	Install 5 motorized rolldown hurricane shutters	\$24,051.00	\$253.83
Venezie Residence	3333 South Atlantic Avenue, Unit 1001	2/10	Install 5 motorized rolldown hurricane shutters	\$19,849.00	\$215.39
Saffer Residence	3333 South Atlantic Avenue, Unit 1804	2/10	Install 3 motorized rolldown hurricane shutters	\$14,460.00	\$165.68
Sand Dollar Condo	3115 South Atlantic Avenue	2/11	Seawall repairs	\$500,000.00	\$116.85
Pidala Residence	2 Oceans West Boulevard, Unit 501	2/11	Install 3 motorized rolldown Hurricane shutters	\$15,998.00	\$179.88
Miller Residence	2987 South Atlantic Avenue, Unit 1505	2/11	Install 4 motorized rolldown hurricane shutters	\$16,636.00	\$185.76
High Tide Kitchen	3344 South Atlantic Avenue	2/11	Re-roof building	\$20,500.00	\$537.40
Sea Club IV Condo	3229 South Atlantic Avenue	2/12	Exterior restoration, concrete repairs, replace guardrails	\$520,751.72	\$4,988.66
Pickeral Residence	2937 South Atlantic Avenue, Unit 1409	2/12	Interior renovations, kitchen cabinets and tops	\$58,000.00	\$577.49
Pickeral Residence	2937 South Atlantic Avenue, Unit 1409	2/12	Tub to shower conversion, new kitchen sink	\$10,508.00	\$88.05
Oceans Five Condo	2987 South Atlantic Avenue	2/13	Repair concrete on seawall, replace lower stairs	\$113,000.00	\$26.87
Walgreens	3004 South Atlantic Avenue	2/13	Change out 10 to rooftop package unit	\$14,000.00	\$161.50
St. Maarten Condo	2403 South Atlantic Avenue	2/14	General electrical repairs in elevator machine room	\$41,874.00	\$423.76
IHOP Restaurant	2204 South Atlantic Avenue	2/14	Install new monument sign	\$29,280.00	\$303.72
Westminster By the Sea Church	3221 South Peninsula Drive	2/14	Remove wood columns, replace with steel columns	\$65,772.00	\$651.56
Westminster By the Sea Church	3221 South Peninsula Drive	2/14	Kitchen remodel. Framework and finishes	\$34,716.00	\$350.40
Beachside Motel	3309 South Atlantic Avenue	2/14	Replace backflow preventer	\$20,000.00	\$220.00
Ocean Court Motel	2315 South Atlantic Avenue	2/14	Rebuild seawall	\$350,000.00	\$81.97
Remax Signature	3340 South Atlantic Avenue	2/17	Re-roof building	\$21,500.00	\$230.63
Malacaria Residence	3333 South Atlantic Avenue, Unit 2001	2/17	Remodel master and guest baths, move partitions	\$31,700.00	\$326.78
Oceans One Condo	3051 South Atlantic Avenue	2/17	Pool resurface, depth change	\$60,000.00	\$596.55
Beach Plaza	2560 South Atlantic Avenue	2/17	Remove brick cladding, stucco and paint wall	\$15,650.00	\$176.66
Schromm Residence	3 Oceans West Boulevard, Unit 1C6	2/17	New kitchen cabinets and tops, convert tub to shower	\$16,800.00	\$187.27
Duke Residence	4 Oceans West Boulevard, Unit 408B	2/17	Replace 1 window and 2 sliding glass doors	\$20,020.00	\$216.97
Gupta Residence	2515 South Atlantic Avenue, Unit 1010	2/18	Replace sliding glass door	\$15,866.00	\$178.66

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
St. Croix Condo	3145 South Atlantic Avenue	2/18	Repair leaks on water main in garage and pump room area	\$33,982.00	\$232.36
Grand Coquina	3333 South Atlantic Avenue	2/18	Install gas line to grills, pool spa, and fire pits	\$18,000.00	\$503.00
Lex Residence	3003 South Atlantic Avenue, Unit 14A1	2/19	Change out 3 ton water to air heat pump unit	\$10,346.00	\$128.62
Monkey Business	3400 South Atlantic Avenue	2/19	Reconfigure bar, replace fixtures and furnishings	\$24,500.00	\$632.30
Gabriel Residence	2937 South Atlantic Avenue, Unit 1403	2/24	Replace impact windows	\$14,900.00	\$169.74
Bella Vista Condo	2515 South Atlantic Avenue	2/25	Replace diesel fire pump and controller	\$262,825.00	\$170.07
Oceans Five Condo	2987 South Atlantic Avenue	2/25	Remove and replace drywall	\$10,000.00	\$125.50
Mustacchio Residence	3333 South Atlantic Avenue, Unit 1202	2/25	Replace 2 sliding glass doors	\$16,968.00	\$188.83
Organic Beach Resort	2009 South Atlantic Avenue	2/25	Rebuild pool equipment room, install new equipment	\$25,000.00	\$209.87
Ashley Condo	3757 South Atlantic Avenue	2/26	Replace fire alarm devices	\$13,975.00	\$318.85
Shores Club Condo	3815 South Atlantic Avenue	2/26	Expand existing fire alarm system	\$2,126,000.00	\$1,652.70
Mangan Residence	2946 Sea Oats Circle	2/27	Kitchen remodel, new cabinets	\$10,000.00	\$125.50
Livingston Residence	3703 South Atlantic Avenue, Unit 804	2/27	Remodel kitchen and master bath	\$31,000.00	\$320.11
Semente-Isaacs Residence	2 Oceans West Boulevard, Unit 706	2/28	Remodel kitchen and 3 bathrooms	\$105,700.00	\$1,032.19
Monaco Residence	186 Florida Shores Boulevard	2/28	Remodel bathrooms	\$31,500.00	\$324.87
Benson Residence	2055 South Atlantic Avenue, Unit 1207	2/28	Remodel kitchen cabinets and counter tops	\$27,400.00	\$285.79
Carter Residence	3023 South Atlantic Avenue, Unit 306	2/28	Retile shower, new vanity and sink	\$10,000.00	\$125.50
Castaways Beach Resort	2043 South Atlantic Avenue	2/28	Replace conduit and wires on roof	\$40,000.00	\$270.60
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$5,578,785.00	\$25,136.90

Building Division Revenue by Permit Category:

PERMIT TYPE	FEBRUARY 2025	FISCAL YEAR-TO-DATE 2024 TO 2025	FEBRUARY 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
BUILDING	\$18,935.30	\$85,558.31	\$36,254.66	\$108,777.49
ROOF	\$5,255.56	\$12,566.61	\$2,225.54	\$18,559.99
DEMOLITION	\$0.00	\$0.00	\$0.00	\$340.00

ELECTRICAL	\$5,635.13	\$20,620.27	\$2,730.11	\$11,921.43
MECHANICAL	\$3,198.76	\$23,526.87	\$5,290.03	\$20,956.91
PLUMBING	\$3,900.98	\$12,393.74	\$2,514.80	\$23,712.68
SIGN	\$535.72	\$915.97	\$261.13	\$1,737.02
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$16.50	\$901.41	\$306.04	\$1,584.97
DEVELOPMENT FEES	\$210.00	\$1,365.00	\$5,091.00	\$10,480.44
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$37,687.95	\$187,848.18	\$54,673.31	\$198,070.93

Building Division Activities:

ACTIVITY	FEBRUARY 2025	FISCAL YEAR-TO-DATE 2022 TO 2025	FEBRUARY 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
INSPECTIONS	231	1,220	326	1,573
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	1
FINAL INSPECTIONS	156	815	229	1,025
FAILED INSPECTIONS	12	74	52	189

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

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: \$24,735,108.00

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

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

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - FEBRUARY 2025

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees and two custodial positions. Currently this division is down one custodial position.

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 like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Community Center: Continued trouble shooting thumping pipe sound in Commission Chambers, replaced men's bathroom flusher, assisted with AC filter dryer problem, assisted with elevator issue, adjusted equipment carts and assembled racks, patched holes and divots, some painting 1st floor and new employee office, tightened bracket on ceiling AC vent, repaint handicap lines and curbs

- Public Safety: Worked on replacement of kitchen blinds, replaced ceiling tiles in evidence room, worked on moving primary control to secondary gate until parts arrive, investigated water in PS staircase
- City Hall: Worked on 1st floor AC replacement, painted IT hall door
- Urgent Care: Checked on roof tiles being replaced
- Public Works: Installed a new shelf, installed new doorstops, participate in citizens academy event

PARKS / STREETS DIVISION:

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

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, checking and repairing beach walkovers as well as any other related issue that may arise in the City. This department has also been assisting with set up and break downs for the Community Center events. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Replaced boards at Ocean Vista city walkover
- Pressure washed outside of Community Center
- Repaired soffit in the pavilion storage room
- Finished up plants at St. Kitts Park

- Cleaned off tables, walkways and fountains at the dog park
- Painted walls at pavilion
- Removed uprooted tree and braced additional tree at tennis courts
- Cleaned with soap and water all the wrapped electrical boxes
- Helped set new decorative signpost at 3209 S. Atlantic Avenue
- Installed new signs and poles on Seaway Ave. and Peninsula Dr.
- Cleaned pressure washed the shower areas at multiple parks
- Installed additional rubber barrier at playground McElroy Park
- Repaired sunshades at bocce courts
- Picked up and assembled new concrete mixer
- Pressure washed in front of Urgent Care

Electrician:

- Electrical Locates: 46
- Continued repairs on streetlights with available materials
- Fixed, replaced and re-wired lighting at PS
- Attended a turtle lighting meeting
- Took and passed CDL written test at DMV
- Ran conduit, pulled wire and installed new receptacles at station 1
- Installed new retractable extension cords at station 1
- Replaced broken lights at Andrinopoulos park
- Fixed speaker on 2nd floor city hall
- Repaired the gate at PS
- Assisted planning and execution of camera project at Fornari Park
- Set up and took down red light sleeves for red light event at the Community Center
- Participated in citizen academy event
- Built racks for light reflectors at station 1

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 – 48
- Sewer credit meter read – 2
- Fixed a leak on the Vactron and Harben
- Fixed the cord on the tig welder
- Fixed the wet well scraper
- Met with fence and pump repair vendors for repairs
- Changed outdoor hooks on the TV trailer
- Checked sewer availability at 3836 S. Atlantic Avenue
- Participated in citizens academy event



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety Department Monthly Report - February 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Public Safety Department Monthly Report- February



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 FEBRUARY 2025

	<i>Feb-25</i>	<i>25/YTD</i>	<i>Feb-24</i>	<i>24/YTD</i>
<i>Police Related Calls</i>	2,425	5,440	1,996	3,981
<i>Fire Related Calls</i>	69	156	70	154
<i>Rescue Related Calls</i>	58	134	68	132
<i>Fire Related Alarms Sounding</i>	23	39	16	58
<i>Traffic Citations</i>	165	332	165	298
<i>Written Warnings</i>	48	122	115	196
<i>Building Inspections</i>	63	138	68	125
<i>Arrests: Adults</i>	22	54	21	54
<i>Juveniles</i>	2	2	1	3
<i>City Ordinance Charges</i>	0	1	0	1
<i>Florida State Statute Charges</i>	27	62	27	69
<i>Accidents: Total</i>	14	30	9	13
<i>Street/Highway</i>	10	18	3	3
<i>Parking Lot</i>	4	12	6	10

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-02-01 through 2025-02-28

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	718	29.61 %	25.64
MISCELLANEOUS LE CALL	MISC	522	21.53 %	18.64
TRAFFIC STOP	TS	392	16.16 %	14.00
PROPERTY CHECK	PRC	155	6.39 %	5.54
SUSPECT STOP	SS	61	2.52 %	2.18
MEDICAL EMERGENCY	MED1	39	1.61 %	1.39
SUSP VEHICLE	SVEH	39	1.61 %	1.39
SUSP PERSON	SPER	34	1.40 %	1.21
TELEPHONE HANDLE	THC	33	1.36 %	1.18
ZONE ACCOUNTABILITY PATR	ZAP	29	1.20 %	1.04
DIRECTED PATROL REQUEST	DPR	26	1.07 %	0.95
FIRE ALARM	ALARMF	23	0.95 %	0.82
SPECIAL DETAIL	SDL	21	0.87 %	0.79
RADAR	RADAR	20	0.82 %	0.71
INVESTIGATION	INV	18	0.74 %	0.64
FALL - NON EMERGENCY	TRAU3	17	0.70 %	0.61
SUSP INCIDENT	SINC	17	0.70 %	0.61
FLAG DOWN	FLAG	15	0.62 %	0.54
RECKLESS DRIVER	RD	13	0.54 %	0.46
TEST LE CALL	TEST	12	0.49 %	0.43
WELL BEING CHECK	WBC	11	0.45 %	0.39
BLS - MED/TRAUMA	BLS3	10	0.41 %	0.36
MVA	MV	10	0.41 %	0.36
911 CK/OPEN LINE	911CK	9	0.37 %	0.32
FOUND PROPERTY	PROPF	9	0.37 %	0.32
DISABLED VEHICLE	DAV	8	0.33 %	0.29
DRUNK DRIVER	DUI	8	0.33 %	0.29
WALKUP	WALKUP	8	0.33 %	0.29
BUSINESS ALARM	ALARMB	7	0.29 %	0.29
TRESPASSERS	TRES	7	0.29 %	0.29
DISTURBANCE	DIST	6	0.25 %	0.21
TOWED VEHICLE	TOW	6	0.25 %	0.21
MEDICAL NON-EMERG	MED	5	0.21 %	0.18
TRAUMA EMERGENCY	TRAU1	5	0.21 %	0.18
WALK & TALK	WT	5	0.21 %	0.18
ATT TO CONTACT	ATC	4	0.16 %	0.14
BURGLARY ALARM	ALARM	4	0.16 %	0.14
DEAD PERSON	DEAD	4	0.16 %	0.14
HIT&RUN MVA	MVHR	4	0.16 %	0.14
ILLEGAL PARKING	PARK	4	0.16 %	0.14
STROKE / CVA	CVA	4	0.16 %	0.14
SUICIDAL PERSON	SP	4	0.16 %	0.14
ESCORT	ESCORT	3	0.12 %	0.11
MISSING PERSON	MP	3	0.12 %	0.11
NARCOTICS	NARC	3	0.12 %	0.11
SEXUAL OFFENDER	SXF	3	0.12 %	0.11

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-02-01 through 2025-02-28

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA CRITICAL	TRAUE	3	0.12 %	0.11
UNCONSCIOUS	UNC	3	0.12 %	0.11
ASSAULT/BATTERY	ABAT	2	0.08 %	0.07
DOMESTIC DISTURBANCE	DV	2	0.08 %	0.07
DRUNK PERSON	IP	2	0.08 %	0.07
HARRASSING CALLS	HCALL	2	0.08 %	0.07
INFORMATION GIVEN	INFO	2	0.08 %	0.07
JUVENILE	JUV	2	0.08 %	0.07
LASER	LASER	2	0.08 %	0.07
LOST PROPERTY	PROPL	2	0.08 %	0.07
MEDICAL UNKNOWN	ALARM	2	0.08 %	0.07
MISC FIRE SERVICE CALL	MISCF	2	0.08 %	0.07
SMOKE IN STR COMM/HIRISE	SMISCH	2	0.08 %	0.07
THEFT	THEFT	2	0.08 %	0.07
THREATENING CALL	TCALL	2	0.08 %	0.07
VANDALISM	VAND	2	0.08 %	0.07
WARRANT	WAR	2	0.08 %	0.07
ANIMAL COMPLAINT	AC	1	0.04 %	0.04
ASSIST	ASST	1	0.04 %	0.04
ASSIST AGENCY	ASSIST	1	0.04 %	0.04
BOLO	BOLO	1	0.04 %	0.04
BURG/BUSINESS	BURGB	1	0.04 %	0.04
BURGLARY	BURG	1	0.04 %	0.04
CARBREAK	CB	1	0.04 %	0.04
CARDIAC ARREST	CPR	1	0.04 %	0.04
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.04
DECON	DECON	1	0.04 %	0.04
ELEVATOR CALL	ELEV	1	0.04 %	0.04
FIGHT	FIGHT	1	0.04 %	0.04
FIRE OUT	FOUT	1	0.04 %	0.04
FLEEING DRIVER	FLEE	1	0.04 %	0.04
FRAUD	FRAUD	1	0.04 %	0.04
HAZARDOUS COND	HZM	1	0.04 %	0.04
HIT&RUN ACC W/INJ	MVHRI	1	0.04 %	0.04
MENTALLY ILL PER	MIP	1	0.04 %	0.04
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.04
MVA W/ HAZARD	MVH	1	0.04 %	0.04
MVA W/ INJURIES	MVI	1	0.04 %	0.04
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.04
POWER LINES HAZARD	PL	1	0.04 %	0.04
PROWLER	PROW	1	0.04 %	0.04
RECOVERED SIG 10	SVR	1	0.04 %	0.04
REPOSSESSED VEH	REPO	1	0.04 %	0.04
ROAD OBSTRUCTION	RDOB	1	0.04 %	0.04
SCHOOL ZONE	SZ	1	0.04 %	0.04
SEX OFFENSE	SO	1	0.04 %	0.04

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-02-01 through 2025-02-28

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SOLICITORS	SOL	1	0.04 %	0.04
WELL BEING CHECK MEDICAL	WBCF	1	0.04 %	0.04
TOTAL CALLS:		2,425	100.00%	86.61

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

FEBRUARY 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	0
HAZARDOUS CONDITIONS	2	7	2
VEHICLE FIRES	0	1	0
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	3	3	2
VEHICLE CRASHES W/ENGINE RESPONSE	3	3	2
SERVICE CALLS	52	120	116
FIRE ALARMS	23	39	58
CANCELLED EN ROUTE	9	22	32
TOTALS	92	195	212

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	4	4	8	6	11
HOTEL/MOTEL	8	4	4	1	9	10
ASSEMBLY	3	0	0	0	0	0
MERCANTILE	10	0	5	5	12	6
RESTAURANT	0	0	2	0	1	1
BUSINESS	4	4	11	0	20	8
OTHER	15	0	27	0	21	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	6	1	7	1	14	6
TOTALS	50	13	60	15	83	42

PLANS EXAMINATION HOURS: 11 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

FEBRUARY 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	21	54	61
BLS CALLS	37	80	71
TOTALS	58	134	132



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 February 2025

<i>Norman Medders</i>	<i>2/10-14</i>	<i>L950 NIMS Incident Commander-Lake County</i>
<i>Kathryn Gotz</i>	<i>2/10-11</i>	<i>G400 Incident Command Volusia County EOC</i>
<i>Anthony Compierchio Anthony Geurtsen Jessee Smith</i>	<i>2/12-13</i>	<i>Breath Test Operator DSC</i>
<i>Anthony Compierchio</i>	<i>2/24-28</i>	<i>Firefighter Equivalency Exam-State Fire 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 FEBRUARY 2025

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 alternator & drive belt	veh #118
Replace fuel pump	veh #156
Replace wipers	veh #187
Replace headlight lamps	veh #166



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Mike Fowler, Public Safety Director

SUBJECT: Agreement for continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County

SYNOPSIS:

Agreement for continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County to include Daytona Beach Shores, Ponce Inlet, Port Orange, South Daytona, New Smyrna Beach, and Edgewater.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In 2004, the Parties entered into an interlocal agreement establishing an automatic aid via closest unit response system for fire rescue and emergency medical services to enhance public safety and emergency response in the southeastern region of Volusia County. Since then, the Parties have successfully implemented and maintained the mutual aid services established under the Prior Agreement. This is a continuation of that agreement.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I recommend approval of the item as presented on consent.

ATTACHMENT: 1. 2025 Southeast Volusia Cooperative Final for Council

**INTERLOCAL AGREEMENT BETWEEN THE
SOUTHEAST VOLUSIA COUNTY FIRE AGENCIES
FOR FIRE RESCUE AUTOMATIC AID**

THIS INTERLOCAL AGREEMENT for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County is entered into between the Municipalities executing this Agreement, as defined herein (collectively, the “Parties”).

WITNESSETH

WHEREAS, § 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, in 2004, the Parties entered into an interlocal agreement establishing an automatic aid via closest unit response system for fire rescue and emergency medical services to enhance public safety and emergency response in the southeastern region of Volusia County (the “Prior Agreement”); and

WHEREAS, since then, the Parties have successfully implemented and maintained the mutual aid services established under the Prior Agreement; and

WHEREAS, the Parties desire to continue the mutual aid services established under the Prior Agreement while expanding cooperative efforts to further enhance the quality and scope of essential public safety services provided to their respective communities; and

WHEREAS, the Parties agree that the continuation and expansion of these cooperative services are in the best interest of the public and will promote a coordinated response to life-threatening emergencies and an efficient use of resources.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

- 1. Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.
- 2. Definitions.**
 - 2.1 *Automatic Aid* shall mean the automatic dispatch of, and response by, emergency response units to an incident within the defined service area, as identified in Exhibit “A” attached hereto and incorporated herein by this reference, without the initiation of a Mutual Aid request.

- 2.2 *Closest Unit Response* shall mean a response protocol in which the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available is dispatched to provide immediate aid.
 - 2.3 *Emergency Services* shall include, but not be limited to, fire suppression, emergency medical, hazardous material, and technical rescue. Other related Emergency Services not expressly identified in this Agreement may also be provided if mutually agreed upon by the Parties.
 - 2.4 *Municipalities* shall mean the following municipal incorporations, each of which is organized under the laws of the State of Florida and is a signatory to this Agreement: City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona.
 - 2.5 *Mutual Aid* shall mean assistance dispatched upon request by one Party to one or more other Parties, in which the Responding Party approves such request to lend assistance across jurisdictional boundaries for a particular incident.
 - 2.6 *Southeast Volusia County* shall mean the regional geographical land area within the political subdivisions of City of Daytona Beach Shores, the City of Edgewater, the City of New Smyrna Beach, the Town of Ponce Inlet, the City of Port Orange, and the City of South Daytona.
 - 2.7 *Responding Party* shall mean the agency providing assistance to another agency that has declared an emergency incident.
 - 2.8 *Receiving Party* shall mean the agency receiving assistance from another agency to mitigate an emergency incident.
3. **Background; Purpose.** Those fire rescue and medical emergency agencies from the City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona (hereafter referred to as the “Southeast Volusia Fire Agencies” or “SVFA”), have a long-standing history of cooperation in providing emergency services to residents in the Southeast Volusia County community. The purpose of this Interlocal Agreement (hereafter known as the “Agreement”) is to provide for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System established under the Prior Agreement, as well as identify other areas of cooperative efforts that would further enhance emergency services in Southeast Volusia County.
 4. **Effective Date.** This Agreement shall become effective upon approval and execution by the elected governing bodies of the Parties and filing with the Clerk of the Circuit Court in and for Volusia County, Florida. However, the failure of any individual Party to approve or execute this Agreement shall not affect its validity or enforceability among the Parties that have duly approved and executed it. The participating Parties acknowledge that this

Agreement may be amended or supplemented in the future to include additional local government agencies upon their approval and execution.

5. Term; Termination.

5.1 Upon proper execution and recordation, this Agreement shall remain in full force and effect for five (5) years from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for three-year periods.

5.2 Any Party may withdraw from participating in this Agreement by providing written notice of withdrawal to all other Parties hereto. The notice shall be provided at least sixty (60) days prior to the effective date of withdrawal and state the reason for withdrawal. A Party's withdrawal shall not affect this Agreement's validity among the remaining Parties.

6. Amendment. Any Party may propose amendments to this Agreement at least ninety (90) days prior to the renewal date. All proposed amendment must be distributed in writing to the Parties for review. Any amendments to this Agreement must be agreed upon by all Parties and formalized in a written amendment signed by each Party. If no modifications are agreed upon by all, the Agreement shall renew under its existing terms.

7. Acknowledgement. The Parties acknowledge that the ability to fully comply with the provisions of this Agreement may vary due to the differences in organizational nature, authority, scope of service, and operational capability of each fire rescue and emergency medical service agency providing Emergency Services under this Agreement. As such, the Parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing Party's resources at the time. Further, each Party commits to making reasonable efforts to enhance their respective capacity and strive toward full compliance with the provisions of this Agreement in the future.

8. Joint Operational Coordination. The Parties agree to work collaboratively to coordinate the delivery of Emergency Services under this Agreement, including, but not limited to, the following:

8.1 Cross-utilization of command staff for emergency incident management.

8.2 Cross-utilization of administrative staff to coordinate and provide fire and EMS training.

8.3 Cross-utilization of support staff to provide IT and other technical support.

8.4 Cross-utilization of fire inspection and fire investigation resources.

8.5 Coordination of EMS and fire equipment purchasing to ensure maximum purchasing power.

8.6 Coordination of fire resource deployment within Southeast Volusia County to ensure maximum geographical coverage during periods of high call volume.

- 8.7 Collaborative strategic planning for the future placement of apparatuses to maximize flexibility of available resources.
- 8.8 Coordination of training activities to achieve maximum participation with minimal impact on overtime.
- 8.9 Coordination in the development of emergency operational guidelines to maximize the effectiveness, efficiency, and consistency of regional service delivery.

9. Rendering Aid.

9.1 *Automatic Aid.*

- A. *Generally.* The Parties agree to provide Automatic Aid utilizing the Closest Unit Response protocol for all emergency fire and EMS-related incidents that occur within the defined response area. Under this protocol, the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available shall be automatically dispatched to provide assistance. The Parties agree that Automatic Aid responses shall apply exclusively to emergency fire and EMS-related incidents; all emergency incidents that are not classified as emergency fire or EMS-related will be classified as Mutual Aid requests.
- B. *Dispatch Assignments.* The Parties shall establish and maintain predefined Automatic Aid unit response assignments through a collaborative process led by the fire chiefs or their designees. This process shall include:
 - 1. *Assessment and Development:* The fire chiefs shall evaluate geographic proximity, resource availability, and incident types to develop appropriate unit response assignments.
 - 2. *Dispatch Coordination:* The assignments shall be integrated with dispatch systems to ensure efficient deployment of resources.
 - 3. *Review and Agreement:* The fire chiefs shall review and mutually agree upon the assignments, documenting them in the Automatic Aid operational procedures.
 - 4. *Ongoing Evaluation:* Response assignments shall be reviewed at least every three (3) years or as needed based on operational changes, with updates made by mutual agreement.
- C. *Incident Command.* The Parties understand and agree that the Incident Command System (“ICS”), as defined by the National Incident Management System (“NIMS”), is the framework for controlling and managing Automatic Aid incidents within a given jurisdiction. Accordingly, unless otherwise specified in the Standard Operating Procedures or in a written instrument executed by the applicable Parties, the first arriving officer on scene, regardless of jurisdiction, shall be in command of the

emergency incident and responsible for tactical coordination of all personnel and equipment used to control the incident until command is transferred to an appropriate command officer of the Receiving Party.

- 9.2 *Mutual Aid.*** The Parties agree to provide Mutual Aid to one another upon request, subject to the availability of personnel, equipment, and resources. Mutual Aid shall be provided when an incident exceeds the capabilities of the Receiving Party, and the Responding Party determines it can render assistance without compromising its own operational readiness. Requests for Mutual Aid shall be made through the designated communication channels and in accordance with the Standard Operating Procedures established under this Agreement.

10. Standard Operating Procedures.

- 10.1 The Parties agree to collaboratively develop, implement, and maintain Standard Operating Procedures that will govern automatic and mutual aid operations (the “SOPs”). Such SOPs shall comprehensively address topics such as, but not limited to, dispatch procedures, communications, apparatus response, tactical operations, medical control, EMS protocols, incident command, and incident reporting.
- 10.2 Each Party shall maintain copies of all current and updated SOPs, ensuring they are readily accessible to command staff, emergency personnel, and dispatch centers. Additionally, the Parties shall ensure that all relevant personnel receive appropriate training and updates regarding any modifications to these procedures.
- 10.3 The SOPs shall be formally reviewed no less than every three (3) years by the respective fire chiefs of the Parties, or their designees, to assess the effectiveness of existing procedures, identify areas for improvement, and incorporate lessons learned from joint operations and evolving best practices. Any necessary updates or revisions shall be mutually agreed upon and documented, with revised SOPs distributed to all affected personnel in a timely manner.

- 11. Records.** Requests for aid under this Agreement may be made by telephone, radio, computer network, or as otherwise designated in the SOPs. Records, reports, and other relevant information pertaining to incidents requiring aid will be maintained by the Volusia County Emergency Operations and Sheriff’s Communications Center (“Center”) in accordance with the Center’s established policies and procedures. Lawful access to such records, reports, and information shall be upon request in accordance with the Center’s established policies and procedures and as provided by law.

12. Reimbursement.

- 12.1 All costs associated with providing aid as contemplated under this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement or any other written agreement between the applicable Parties, or, for a

declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

- 12.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether said persons provided any services to any other Party under this Agreement.
- 12.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.
- 12.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines, if applicable. The requesting Party shall receive, upon request, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.
- 12.5 In the event of minor discrepancies in cost under this Agreement, the Parties agree to make reasonable efforts to resolve such differences through "in-kind reimbursement." The process for determining the form and timing of in-kind reimbursement shall involve a mutual agreement process, which includes:
 - A. *Notification:* The Party identifying the discrepancy shall notify the other Party in writing, providing a clear explanation of the cost variance and any supporting documentation.
 - B. *Review and Discussion:* Both Parties shall review the discrepancy and engage in a discussion to assess the nature and extent of the difference, considering operational impacts and equitable resolution options.
 - C. *Proposal of In-Kind Reimbursement:* Each Party shall have the opportunity to propose a form of in-kind reimbursement that is appropriate and proportionate to the discrepancy, ensuring the exchange maintains the spirit of fairness and operational feasibility.

- D. *Mutual Agreement*: The Parties shall negotiate in good faith to reach a mutual agreement on the in-kind reimbursement, documenting the agreed-upon terms, including the specific services, goods, or other forms of compensation to be provided, along with the timeline for fulfillment.

13. Indemnity.

- 13.1 To the extent permitted and as limited by § 768.28, *Florida Statutes*, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.
 - 13.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.
 - 13.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.
 - 13.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.
 - 13.5 Nothing herein shall be construed as a waiver of any Party's sovereign immunity under § 768.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. This provision shall survive the natural expiration or earlier termination of this Agreement.
- 14. Assignment.** No Party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of all Parties to this Agreement.

- 15. Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than the Parties to this Agreement shall have any legal or equitable right, remedy, or claim under this Agreement.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior discussions, agreements, or understandings, whether oral or written.
- 17. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.
- 18. Waiver.** No failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 19. Dispute Resolution.** If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Volusia County, Florida.
- 20. Governing Law; Venue; Jury Trial Waiver.** Notwithstanding any conflict of laws, this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts located in Volusia County, Florida, or federal courts for the Middle District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 21. Recording.** This Agreement and any subsequent amendments shall be recorded in the Official Records of Volusia County, Florida.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates written below.

CITY OF DAYTONA BEACH SHORES

[Name, Title]

Date

ATTEST:

[Name], City Clerk

CITY OF EDGEWATER

[Name, Title]

Date

ATTEST:

[Name], City Clerk

CITY OF NEW SMYRNA BEACH

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE TOWN OF PONCE INLET

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE CITY OF PORT ORANGE

[Name, Title]

Date

ATTEST:

[Name], City Clerk

THE CITY OF SOUTH DAYTONA

[Name, Title]

Date

ATTEST:

[Name], City Clerk



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-03: Voluntary Annexation, 3836 S. Atlantic Avenue

SYNOPSIS:

Samule C. Coffing and Janel I. Coffing, property owners of the unincorporated Volusia County single-family residential property located at 3836 S. Atlantic Avenue (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owners purchased the property in 2020. If adopted, Ordinance 2025-03 will annex the subject property and adjacent right-of-way (to centerline) into the City limits of Daytona Beach Shores (Exhibit 3).

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.181 acres with dimensions of 75' x 105'. The property contains a two-story single-family residential structure with a total building area of 5,018 sq ft. (Exhibit 4). Pursuant to Section 171.062, Florida Statutes, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 5, attached, provides a general description of the subject property, while Exhibit 6 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, Florida Statutes.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-03 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-03 as presented."

- ATTACHMENT:**
1. Ord 2025-03-Voluntary Annexation
 2. Annexation Staff Report Exhibits Ord 2025-03
 3. Ord 2025-03 Business Impact Estimate Form

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3836 S. ATLANTIC AVENUE (TAX PARCEL IDENTIFICATION NUMBER 6302 05 07 0190) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Samule C. Coffing and Janel I. Coffing, property owners, applied for annexation of property into the City of Daytona Beach Shores and are hereby determined to be the fee simple title owners of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 3836 S. Atlantic Avenue; and

WHEREAS, the subject property currently has a Tax Parcel Identification Number 6302 05 07 0190; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-way which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Commission of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

THE EASTERLY 105 FEET OF LOT 19 AND THE EASTERLY 105 FEET OF THE NORTH ½ OF LOT 20, BLOCK 7 OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY ½ OF S. ATLANTIC AVENUE LYING SOUTHERLY OF THE NORTH LINE OF LOT 19 AND LYING NORTHERLY OF THE SOUTH LINE OF THE NORTH ½ OF LOT 20, SAID BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 19, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, SAID PUBLIC RECORDS AND THE CENTERLINE OF S. ATLANTIC AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH ½ OF LOT 20; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH ½ OF LOT 20 TO THE WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH ½ OF LOT 20 AND WESTERLY LINE OF THE EASTERLY 105 FEET OF LOT 19 TO THE NORTH LINE OF LOT 19 THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 19 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

SIGNATURE PAGE FOLLOWS

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

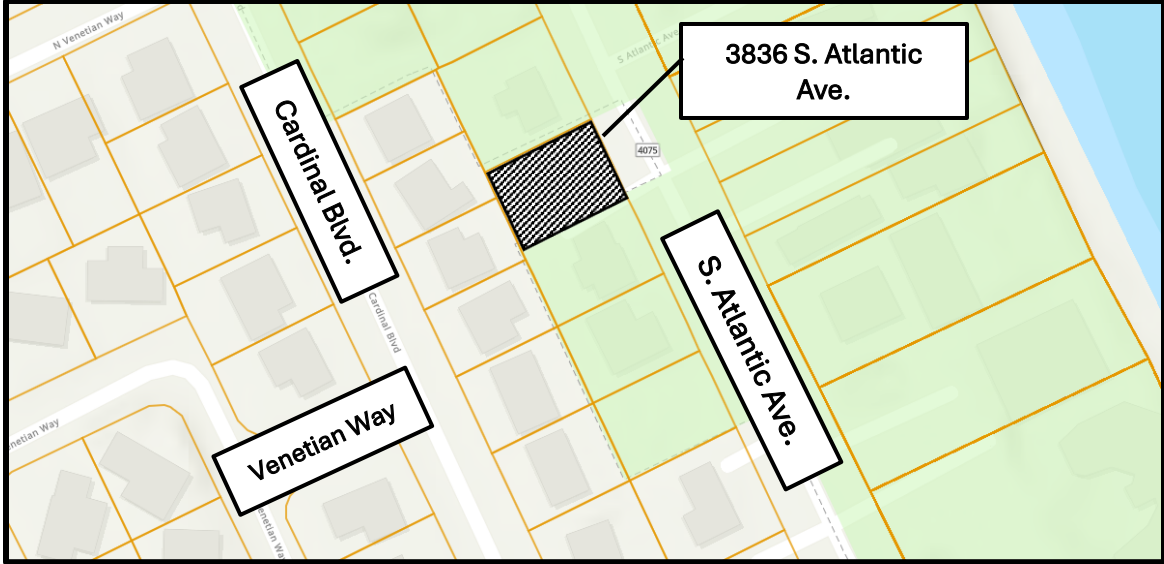
By: _____
GRETCHEN R.H. "BECKY" VOSE , CITY ATTORNEY

Passed on first reading this _____ day of _____, 2025.

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

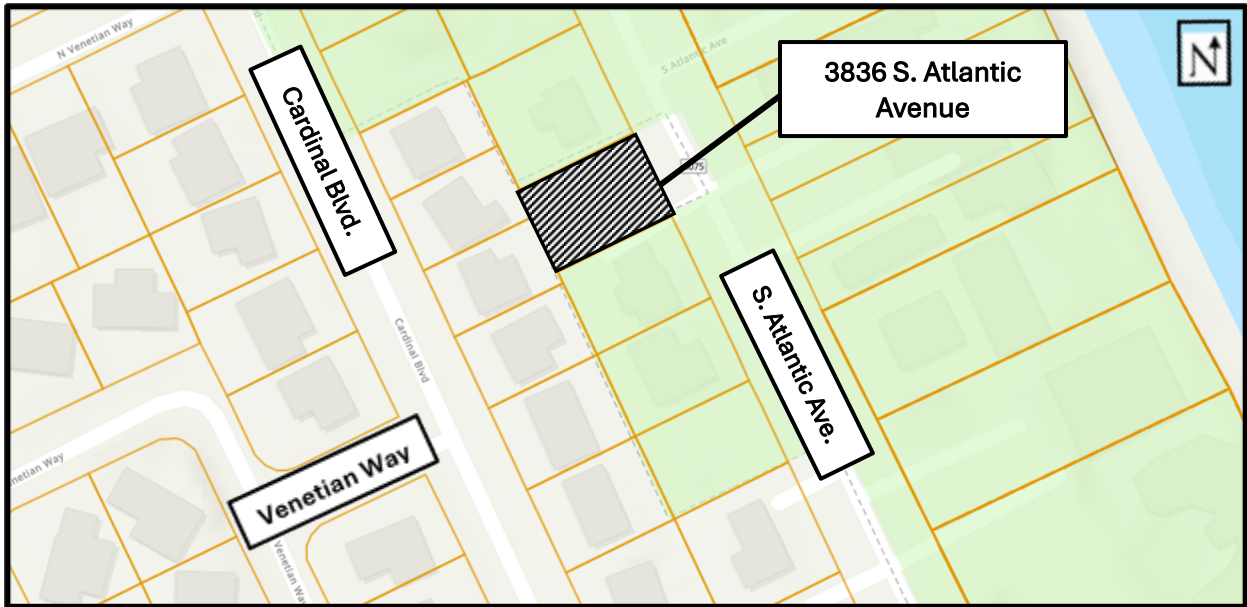
EXHIBIT A

(1) Location Map of Annexing Property (3836 S. Atlantic Ave.)



(2) Metes and Bounds Description/Sketch (Attached)

EXHIBIT 1: Location Map of Annexing Property (3836 S. Atlantic Avenue)



Source: Volusia County Property Appraiser Website, 2025

EXHIBIT 2.A: Annexation Application

071541

RECEIVED

APR 30 2024



City of Daytona Beach Shores
Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

120241015
REQUEST FOR ANNEXATION

April 30, 2024
(Date)

I (We) the undersigned am the sole property owner(s) of 3836 S. Atlantic Ave, Volusia County, Florida.
(Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida. It is my (our) understanding that the fee for legal advertising has been waived by the City and that I (we) will not incur any costs for annexation. 6902-05-07-0190

Signed,
Janel Coffing
Signature
[Signature]
Signature

Signature

Janel Coffing
Name (Printed or typed)
Samuel Coffing
Name (Printed or typed)

Name (Printed or typed)

386-846-2095
Telephone
386. 679. 9128
Telephone

Telephone

SWORN to and subscribed before me this 30 day of April, 2024 by Janel + Samuel Coffing, who is personally known to me _____
Identification X. Type of Identification provided FL Driver License

Cheryl M. Turnbull
Notary Public - State of Florida
My Commission Expires:



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2.B: Property Appraiser Website Owner Information



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3568443

Parcel ID: 630205070190

COFFING SAMULE C

3836 S ATLANTIC AVE, DAYTONA BEACH, FL

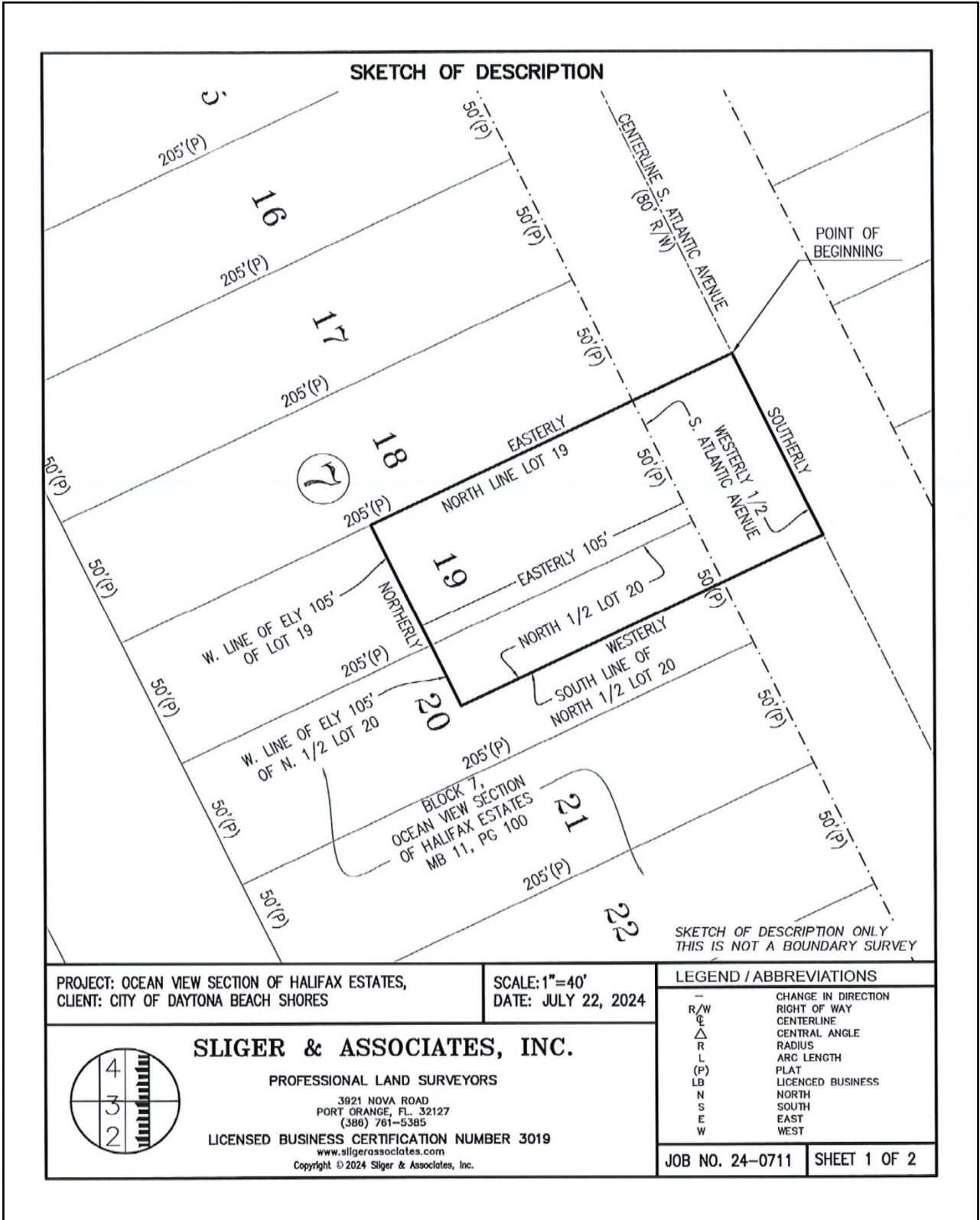
Parcel Summary

Alternate Key:	3568443
Parcel ID:	630205070190
Township-Range-Section:	16 - 33 - 02
Subdivision-Block-Lot:	05 - 07 - 0190
Owner(s):	COFFING SAMULE C - TE - Tenancy in the Entirety - 100% COFFING JANEL I - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	6118 HALF MOON DR PORT ORANGE FL 32127
Physical Address:	3836 S ATLANTIC AVE, DAYTONA BEACH 32118
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	3111
Subdivision Name:	
Homestead Property:	No

<https://vcpa.vcgov.org/parcel/summary/?altkey=3568443>

Page 1

EXHIBIT 3: Metes and Bounds Sketch of Description, Page 1 of 2



PROJECT: OCEAN VIEW SECTION OF HALIFAX ESTATES,
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: 1"=40'
DATE: JULY 22, 2024

LEGEND / ABBREVIATIONS	
-	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊕	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
(P)	PLAT
LB	LICENCED BUSINESS
N	NORTH
S	SOUTH
E	EAST
W	WEST



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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JOB NO. 24-0711 SHEET 1 OF 2

EXHIBIT 3: Metes and Bounds Sketch of Description, Page 2 of 2

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
4. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.
5. THIS SKETCH OF DESCRIPTION IS BASED ON THE PLAT OF OCEAN VIEW SECTION OF HALIFAX ESTATES, MAP BOOK 11, PAGE 100.

DESCRIPTION:

THE EASTERLY 105 FEET OF LOT 19 AND THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY 1/2 OF S. ATLANTIC AVENUE LYING SOUTHERLY OF THE NORTH LINE OF LOT 19 AND LYING NORTHERLY OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 20, SAID BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 19, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, SAID PUBLIC RECORDS AND THE CENTERLINE OF S. ATLANTIC AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH 1/2 OF LOT 20; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF LOT 20 TO THE WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20 AND WESTERLY LINE OF THE EASTERLY 105 FEET OF LOT 19 TO THE NORTH LINE OF LOT 19; THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 19 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
CITY OF DAYTONA BEACH SHORES

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**Jeffrey S
Hattendorf**

Digitally signed by Jeffrey S
Hattendorf
Date: 2024.08.28 14:44:40 -04'00'

JEFFREY S. HATTENDORF

P.S.M. NO. 6391

PROJECT: OCEAN VIEW SECTION OF HALIFAX ESTATES,
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: JULY 22, 2024

DRAWN BY: J. MOLLER

JOB NO. 24-0711

SHEET 2 OF 2

EXHIBIT 4.A: Aerial View of Annexing Property (3836 S. Atlantic Ave.)



Source: Volusia County Property Appraiser Website, 2024

EXHIBIT 4.B: Street View of Annexing Property (3836 S. Atlantic Avenue)



Source: Daytona Beach Shores, 2025

EXHIBIT 5: PRE-ANNEXATION FORM

Name of Property Owner: Samule C. Coffing and Janel I. Coffing

Property Address / Tax Parcel ID: 3836 S. Atlantic Avenue / 6302 05 07 0190

Lot Size: 75' x 105' = 7,875 sf (0.181 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No _____

How is property contiguous? East X West _____ North X South X

Property Appraiser Just/Market Value: \$1,103,354 (2025 Working Value)

Homesteaded Property: Yes _____ No X

Special Flood Hazard Area? Yes _____ No X

Improved Lot X Unimproved Lot (Vacant) _____

Existing Use: Single Family Residential

Conforming Land Use: X Non-Conforming Land Use: _____ Explain:

Existing County Zoning: R-9 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor _____ Average _____ Good X

Water: Port Orange X Daytona Beach _____

Sanitary: Sewer X (Port Orange) Septic Tank _____

If septic tank on site, is sewer available? Yes _____ No _____

Metes and Bounds Survey conducted? Yes X No _____

Property Subject to Code Enforcement Action? Yes _____ No X

Prepared by: Gwyn Herstein, City Planner Date: February 21, 2025

EXHIBIT 6: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the North and East.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	Yes.
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2025-03
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave.
171.044(6)	Provision of notice to Volusia County Council members per statute.	Yes	Notice provided via certified mail per statutory requirement.

Business Impact Estimate Form

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

Proposed ordinance’s title/reference:

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3836 S. ATLANTIC AVENUE (TAX PARCEL IDENTIFICATION NUMBER 6302 05 07 0190) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

Applicable Exemptions:

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

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

Business Impact Estimate:

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

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

Proposed Ordinance 2024-03 allows the property owners of a 7,875 sq ft parcel of land, on which a 5,018 sq ft single-family home was constructed in 2024, to voluntarily annex the property into the Daytona Beach Shores city limits. Additionally, adjacent and nearby Daytona Beach Shores property owners will benefit from the uniform application of prevailing codes and ordinances, as this annexation, if approved, will eliminate an existing enclave.

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

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

N/A

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

N/A

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

N/A

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

This ordinance will not directly impact any businesses. This ordinance seeks to allow a 7,875 sq ft parcel of land, with a single-family home constructed thereon, which is currently within the boundaries of Unincorporated Volusia County, to be annexed into the city limits of Daytona Beach Shores.

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

None.

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



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2025-06 Elections to Replace Commission Member for Vacated Seat

SYNOPSIS:

This is an ordinance that amends the City Charter, as specifically allowed by Florida law, relating to elections to fill open positions on city commission.

FISCAL IMPACT STATEMENT:

BACKGROUND:

After evaluation by City staff as to the prudent expenditure of public funds, the importance of clarity concerning election dates and the processes giving rise thereto, the City Commission's transition to holding one regular meeting per month, and the needs of the City as well as the general requirements pertaining to the administration and implementation of elections have resulted in the conclusion that it would be beneficial and in the public interest to amend the provisions of the City Charter relative to changing the dates for qualifying and for the election of members of the City Commission when vacancies occur and providing for the orderly transition of office resulting from such changes. This same City Charter provision had previously (in 2015) been amended by ordinance.

LEGAL REVIEW:

The City Attorney recommends approval of the Ordinance.

RECOMMENDATION:

SUGGESTED MOTION:

I move to approve/not approve Ordinance No. 2025-06 on first reading.

ATTACHMENT: 1. Ordinance 2025-06 Elections to replace vacated seat

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO THE DATES OF THE ELECTIONS TO REPLACE A COMMISSION MEMBER FOR A VACATED CITY COMMISSION SEAT; PROVIDING FOR AN AMENDMENT TO THE *CITY OF DAYTONA BEACH SHORES CITY CHARTER* WITH REGARD TO THE FILLING OF VACANCIES IN OFFICE AND ESTABLISHING ELECTION DATES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REVISING THE TIMING OF INTERIM APPOINTMENTS OF CITY COMMISSION MEMBERS TO PROVIDE FOR THE ORDERLY TRANSITION OF OFFICE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the provisions of Florida law and the provisions of the *City of Daytona Beach Shores City Charter*ⁱ regulate the electoral processes of the City of Daytona Beach Shores relative to City elections; and

WHEREAS, Section 100.3605, *Florida Statutes*, relates to the conduct of municipal elections and provides as follows:

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) **The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.** (Emphasis added).

; and

WHEREAS, the *City of Daytona Beach Shores City Charter* provides as follows with regard to vacations of office and the election process that relates to the replacement of Commission Members who have vacated their office:

Sec. 2.05. - Filling of vacancies.

The unexpired term of a vacated seat of a Commissioner or the Mayor shall be filled at the next Municipal General Election to be held by the Volusia County Supervisor of Elections when held in odd years or the next State General Election to be held in November of even years.

For the interim period until the General Election at which a vacancy in the office of a Commissioner or a Mayor, vacancies in the office of Commissioner or a Mayor shall be filled within thirty (30) days by the appointment of a successor by the majority vote of the remaining members of the City Commission. If the majority of the remaining members of the City Commission fail to fill the vacancy through appointment within the thirty-day period, a special election to fill the vacancy shall be called and held in a manner coordinated by the City Clerk with the Supervisor of Election and adopted by resolution of the City Commission.

Should the City Commission fail to provide for an election within the time required by this Charter, such election may be ordered by any court of competent jurisdiction.

The qualifying for candidates for a special election to fill a vacancy shall be the same as provided for regular elections in this Charter.

Any successor who fills a vacancy, whether by appointment or election, must have and possess all of the qualifications established by this Charter for the office being filled.

; and

WHEREAS, evaluation by City staff as to the prudent expenditure of public funds, the importance of clarity concerning election dates and the processes giving rise thereto, the City Commission's transition to holding one regular meeting per month, and the needs of the City as well as the general requirements pertaining to the administration and implementation of elections have resulted in the conclusion that it would be beneficial and in the public interest to amend the provisions of the *City of Daytona Beach Shores City Charter* relative to changing the dates for qualifying and for the election of members of the governing body of the City (the City Commission) when vacancies occur and providing for the orderly transition of office resulting from such changes; and

WHEREAS, the provisions of Section 166.021 (4), *Florida Statutes*, provide as follows:

The provisions of this section shall be so construed as to secure for municipalities the broad exercise of home rule powers granted by the constitution. It is the further intent of the Legislature to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter

and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly prohibited. However, nothing in this act shall be construed to permit any changes in a special law or municipal charter which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election **except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates**, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. 166.031. Any other limitation of power upon any municipality contained in any municipal charter enacted or adopted prior to July 1, 1973, is hereby nullified and repealed." (**Emphasis** added).

; and

WHEREAS, the aforesaid provisions of statutory law were enacted into law in 1995 by the Florida Legislature by means of the passage of House Bill 2209 (Chapter 95-178, *Laws of Florida*); and

WHEREAS, House Bill 2209 (Chapter 95-178, *Laws of Florida*) was passed by the Florida House of Representatives by a vote of 118-0 and by the Florida Senate by virtue of a vote of 37-0 and, a review of the legislative history of the legislation, indicates that all committee votes on the legislation were unanimously in favor of the legislation; and

WHEREAS, a review of the legislative staff reports for House Bill 2209 (Chapter 95- 178, *Laws of Florida*) and its companion bill (Senate Bill 1720) results in the conclusion that numerous public policy arguments were advanced in favor of the legislation and that the bill was advanced in order to enhance the electoral processes of Florida municipalities ; and

WHEREAS, the Florida Attorney General has opined that the legislative changes to Section 100.3605(2), *Florida Statutes*, as enacted in 1995 by the passage of House Bill 2209 (Chapter 95-178, *Laws of Florida*), allow municipalities to amend their charters to change the election dates and qualifying periods for candidates including any changes in terms of offices necessitated by such amendment such as an extension of terms of office without a referendum election, see Attorney General Opinion 2000-61, dated October 6, 2000, issued to Mr. Frank Comparetto, Jr., City Attorney for the City of Mulberry; Attorney General Opinion 2003-52, dated November 3, 2003, issued to Mr. James C. Brady, on behalf of the Mayor and City Council of the City of Fort Lauderdale; and Attorney General Opinion 2007-34, dated July 24, 2007, issued to Mr. Robert D. Pritt, City Attorney for the City of Naples which legal authority was also noted in Attorney General Opinion 2008-38, dated July 23, 2008, issued to Ms. Maura J. Kiefer, City Attorney for the City of Indian Rocks Beach; Attorney General Opinion 2013-05, dated April 1, 2013, issued to Mr. Thomas J. Wohl, City Attorney for the City of Arcadia; and

WHEREAS, Article VIII Section 2(b) of the *Constitution of the State of Florida* states that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions, render municipal services and exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores desires that the elections of the City of Daytona Beach Shores be conducted in an atmosphere that provides the upmost stability in terms of when elections will occur and related matters; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 100, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the section of the *City of Daytona Beach Shores City Charter* amended by this Ordinance was previously amended by the adoption of Ordinance 2015-03.

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

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative and administrative findings and intent of the City Commission.

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

SECTION TWO: AMENDMENT OF SECTION 2.05, CITY OF DAYTONA BEACH SHORES CITY CHARTER. Section 2.05 of the *City of Daytona Beach Shores City Charter* is amended to read as follows (legislatively coded text):

Sec. 2.05. – Filling of vacancies

The unexpired term of a vacated seat of a Commissioner or the Mayor shall be filled at the next ~~Municipal General Election to be held by the Volusia County Supervisor of Elections when held in odd years or the next State General Election to be held in November of even years.~~

For the interim period until the General Election at which a vacancy in the office of a Commissioner or a Mayor is to be filled, vacancies in the office of

Commissioner or a Mayor shall be filled, within ~~sixty (60)~~~~thirty (30)~~ days after the City Clerk provides written notice to the City Commission of the vacancy, by the appointment of a successor by the majority vote of the remaining members of the City Commission. If the majority of the remaining members of the City Commission fail to fill the vacancy through appointment within the ~~sixty-day~~~~thirty-day~~ period, a special election to fill the vacancy shall be called and held in a manner coordinated by the City Clerk with the Supervisor of Election and adopted by resolution of the City Commission.

Should the City Commission fail to provide for an election within the time required by this Charter, such election may be ordered by any court of competent jurisdiction.

The qualifying for candidates for a special election to fill a vacancy shall be the same as provided for regular elections in this Charter.

Any successor who fills a vacancy, whether by appointment or election, must have and possess all of the qualifications established by this Charter for the office being filled.

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the provisions of this Ordinance as such officials may deem appropriate in their respective roles and functions under the *City of Daytona Beach Shores City Charter*.

SECTION FOUR: SAVINGS; EFFECT OF ORDINANCE. The prior actions of the City of Daytona Beach Shores in terms of the matters relating to *City of Daytona Beach Shores City Charter* amendments, the conduct of elections and actions of the electorate of the City of Daytona Beach Shores in the process of electing public officials, as well as any and all related matters and processes and procedures of the City pertaining thereto, are hereby ratified and affirmed.

SECTION FIVE: CODIFICATION; SCRIVENER'S ERRORS.

- (a). The provisions of this Ordinance shall not be codified except for Section Two.
- (b). The sections, divisions and provisions of this Ordinance may be renumbered or relettered as deemed appropriate by the Code codifier.
- (c). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

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

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

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2025.

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

ⁱ The pertinent provisions of the City Charter relating to the normal City election cycles read as follow:

Sec. 6.01. - State election law applicable.

All general laws of Florida relating to elections and the registration of persons qualified to vote therein which are not in conflict with this charter shall be the same for the City of Daytona Beach Shores, [and] are hereby adopted as parts hereof.

Sec. 6.02. - General election.

There shall be a general municipal election in November 2010, and every two years thereafter. The general elections shall be established by the Florida Election Code as it may be amended from time to time. The candidate receiving the plurality of votes cast in the general election shall be declared elected.

Sec. 6.03. - Nonpartisan elections.

All qualifications and elections for the office of mayor or commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliations of any nominee on the ballot. Reference in general law to political parties and party primaries shall not be applicable in the elections of the mayor and members of the city commission.

Sec. 6.04. - Procedure for filing as a candidate for mayor and commissioner.

(a) A person meeting the qualifications of office provided in Section 2.02 of this charter and seeking to become a candidate for the office of mayor or commissioner may do so by filing a sworn qualification statement with the city clerk which shall state the following:

(1) The name and occupation of the person whose name is presented for a place on the election ballot; and the address of his or her place of residence in the city;

(2) That he or she is a candidate for the office of commissioner, designating the seat number of the position being sought, or that he or she is a candidate for the office of mayor for the city;

(3) That he or she is a qualified elector of the City of Daytona Beach Shores; and

(4) That he or she shall be willing to serve if elected.

(b) Such qualification statement shall be filed with the city clerk during the qualification period as defined by the charter in a form prescribed by the city clerk.

(c) No person shall be a candidate for mayor and commissioner at the same time, and no person shall occupy both offices at the same time.

Sec. 6.05. - Uniform filing and election dates.

(a) Any election relating to a municipal office shall be held in each even-numbered year as established by the Florida Election Code as stated in Section 6.02.

(1) Any other required or permitted municipal election shall be scheduled in accordance with law. However, the Supervisor of Elections, after consultation with the affected municipalities, may change any election date in order to avoid a conflict with a religious holiday.

(b) Candidates shall file such papers and pay such fees as may be required by law with the city clerk during normal business hours.

Sec. 6.06. - Canvassing board.

The city commission shall certify election results.



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Resolution 2025-03 Approval to Accept Funds from Opioid Funding Program

SYNOPSIS:

This resolution is a requirement of the contract for the city to receive its portion of the funding from the Opioid Abatement Settlement.

FISCAL IMPACT STATEMENT:

BACKGROUND:

As a result of the Opioid Abatement Settlement, Public Safety requested \$50,000 for automatic external defibrillation devices from the regional funding. This request was approved by the county council on February 18th, 2025, and we will be purchasing the devices once the funds are available. These devices, which deliver electric shock to correct dangerous heart arrhythmias, improve the survivability of cardiac arrest.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move to approve the resolution.

ATTACHMENT:

1. Res 2025-03 Opioid Abatement Funding Program Agreement
2. DBSDPS-Contract-Complete-3-27-25

RESOLUTION 2025-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN OPIOID ABATEMENT FUNDING PROGRAM AGREEMENT WITH VOLUSIA COUNTY; AND APPROVING THE ACCEPTANCE OF FUNDS FROM THE OPIOID ABATEMENT FUNDING PROGRAM FOR THE PURCHASE OF AUTOMATIC EXTERNAL DEFIBRILLATORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores recognizes that the City and the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, with the rise of opioid use, causes a rise of overdoses and opioid related cardiac arrests. The availability, access, and use of rapid defibrillation through Automatic External Defibrillators is necessary as the use of cardiac defibrillation (electricity) may be necessary to convert the patient's cardiac rhythm during cardiac arrest; and

WHEREAS, the obtainment of Automatic External Defibrillators would provide valuable services to the City of Daytona Beach Shores; and

WHEREAS, the City of Daytona Beach Shores, Department of Public Safety and the County of Volusia wish to enter into an Opioid Abatement Funding Program Agreement which provides money to the City in the amount of \$50,000.00 for the purchase of Automatic External Defibrillators; and

WHEREAS, the City of Daytona Beach Shores approves the acceptance of the funds by adopting this Resolution; and

WHEREAS, the City Commission finds that adopting this Resolution is in the best interest of the City of Daytona Beach Shores and its citizens.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Daytona Beach Shores, Florida, as follows:

SECTION 1. RECITALS. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

SECTION 2. AUTHORIZATION. The City Commission hereby authorizes the Mayor to execute the Opioid Abatement Funding Program Agreement and accepts funds in the amount of \$50,000.00 for the purchase of Automatic External Defibrillators and for all other uses allowed under the Agreement.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon

adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
DAYTONA BEACH SHORES, FLORIDA, THIS _____ DAY OF
_____, 2025.**

CITY OF DAYTONA BEACH SHORES, FLORIDA

**By: _____
Nancy Miller, Mayor**

**By: _____
Kurt Swartzlander, City Manager**

ATTEST:

**By: _____
Cheri Schwab, City Clerk**

Approved as to form and legality:



Vose Law Firm, LLP, City Attorney



**County of Volusia
Housing and Grants Administration
Opioid Abatement Funding Program Agreement**

This Agreement is made and entered into between THE COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as “THE COUNTY”, and “DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY” hereinafter referred to as “RECIPIENT”.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the County and Recipient agree and stipulate as follows:

I. Term

The term of this agreement shall be for the period commencing February 18, 2025, and extending through February 17, 2026.

II. Services

Funds must be used for the Purposes and activities included in Attachment 1, and achieving the outcomes as defined in the Program Logic Model included as Attachment 1 of this contract. Any other use of funds must be specifically approved by the County in writing.

III. Agency Information

The agency must provide availability of the following items for review by the Community Assistance Division:

~~For not for profit corporations and non-governmental organizations:~~

~~a. Administrative~~

- ~~i. Articles of Incorporation, if applicable~~
- ~~ii. Agency By-Laws, if applicable~~
- ~~iii. Board roster with date of appointment to Board and term, if applicable~~
- ~~iv. Board meeting schedule, if applicable~~
- ~~v. Board meeting minutes for the last twelve months, if applicable~~
- ~~vi. Copies of monitoring reports within the last 12 months from any other funding sources~~

~~b. Regulatory Compliance~~

- ~~i. Copy of Florida Corporate Registration, if applicable
 - ~~1. Certificate of Good Standing from the Division of Corporations~~~~
- ~~ii. Proof of registration with Florida Department of Agriculture and Consumer Affairs for Solicitation of Contributions~~
- ~~iii. IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter, if applicable~~
- ~~iv. Most recent IRS Form 990, if applicable~~
- ~~v. All legally required licenses~~
- ~~vi. IRS Determination letter identifying classification, if applicable~~
- ~~vii. Federal Employer ID statement/letter~~

- ~~viii. Fire Inspection Certificates for all program sites (city or county fire departments only)~~
- ~~ix. Health Inspection certificates if applicable~~
- ~~x. Proof of current general liability insurance~~
- ~~xi. Proof of current workers' compensation insurance~~
- ~~xii. Proof of current vehicle insurance if applicable~~
- ~~xiii. Proof of current volunteer insurance if applicable~~
- ~~e. Internal Control/Financial Management~~
 - ~~i. Written financial policies and procedures~~
 - ~~ii. Written accounting procedures~~
 - ~~iii. Proof of adequate financial accounting system~~
 - ~~iv. Reconciled bank statements for most recent calendar quarter~~
 - ~~v. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts~~
 - ~~vi. Approved budget for each program funded by the County of Volusia~~
 - ~~vii. Most recent audit or Board approved financial statement~~
 - ~~viii. Auditor's Management Letter, if applicable~~
 - ~~ix. Agency's response to Management Letter for corrective action, if required~~
 - ~~x. Policy detailing who is authorized to sign checks~~
 - ~~xi. Policy or procedure defining who is authorized to purchase materials and services on behalf of the agency~~
 - ~~xii. Policy or procedure defining who is authorized to utilize credit/debit cards~~
 - ~~xiii. Policy or procedure for reimbursement of employee job-related expenses (e.g. travel)~~
 - ~~xiv. Policy or procedure for management of petty cash funds~~
- ~~d. Staffing/Personnel~~
 - ~~i. Organizational chart identifying positions and lines of authority~~
 - ~~ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the County of Volusia~~
 - ~~iii. Policy or procedure for written performance appraisal and pay increases~~
 - ~~iv. Availability of timesheets for employees for most recent calendar quarter~~
 - ~~v. Documentation of volunteer hours for most recent calendar quarter~~
 - ~~vi. Florida Department of Law Enforcement background screens on all employees working with children~~
- ~~e. Program Requirements and checklist~~
 - ~~i. Copies of program and/or service records for most recent calendar quarter~~
 - ~~ii. Collection and reporting of program and/or service data as defined in Attachment 3~~
 - ~~iii. Proof of program success (positive outcome)~~

For governmental organizations:

- a. Administrative
 - i. Commission roster with date of election and term
 - ii. Commission meeting schedule
 - iii. Commission meeting minutes for the last twelve months
 - iv. Copies of monitoring reports within the last 12 months from any other funding sources
- b. Regulatory Compliance
 - i. Copy of Resolution approving acceptance of funds from Opioid Abatement Funding Program
 - ii. Federal Employer ID statement/letter
 - iii. Fire Inspection Certificates for all program sites (city or county fire departments only)
 - iv. Health Inspection certificates, if applicable
 - v. Proof of current general liability insurance or self insurance

- vi. Proof of current workers' compensation insurance or self insurance
- vii. Proof of current vehicle insurance or self insurance
- viii. Proof of current volunteer insurance or self insurance
- c. Internal Control/Financial Management
 - i. Written financial policies and procedures
 - ii. Written accounting procedures
 - iii. Proof of adequate financial accounting system
 - iv. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts
 - v. Approved budget for each program funded by the Opioid Abatement Funding Program
 - vi. Most recent Commission approved budget
 - vii. Auditor's Management Letter, if applicable
 - viii. Agency's response to Management Letter for corrective action, if required
- d. Staffing/Personnel
 - i. Organizational chart identifying positions and lines of authority
 - ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
 - iii. Policy or procedure for written performance appraisal and pay increases
 - iv. Availability of timesheets for employees for most recent calendar quarter
 - v. Documentation of volunteer hours for most recent calendar quarter
 - vi. Florida Department of Law Enforcement background screens on all employees working with children
- e. Program Requirements and checklist
 - i. Copies of program and/or service records for most recent calendar quarter
 - ii. Collection and reporting of program and/or service data as defined in Attachment 3
 - iii. Proof of program success (positive outcome)

IV. Fiscal Responsibility

RECIPIENT agrees to make the following available and open to inspection, review, and/or audit by the County at reasonable times and under reasonable conditions; and,

- a. To maintain books, records and documents in accordance with general accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds.
- b. To maintain all financial records and supporting documentation.
- c. To maintain and file with the County, in a timely manner, reports related to services provided under this Agreement.
- d. To submit quarterly reports 30 days following the end of the quarter.

V. Program/Financial Monitoring

RECIPIENT agrees to provide program and/or service and financial information in such format and at such times as may be prescribed by the County and cooperate with on-site financial and program monitoring with County staff. County staff will perform site visits and other on-site monitoring, via various methods, including, but not limited to, accessing sites, reviewing RECIPIENT's staff, fiscal, business, and client records and logs and the provision of related information. If the County conducts a monitoring visit of the RECIPIENT's site, the County should submit any concerns or issues arising from such visit to the RECIPIENT in writing no later than fifteen (15) business days following such visit.

The RECIPIENT will have thirty (30) business days upon RECIPIENT's receipt of notification of the County's concerns or issues to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided within 30 business days, all payments from the County will be suspended. If satisfactory resolution of monitoring issues is not provided within 60 business days, the County shall recommend termination of contract to County management. The standard threshold of

the Purchasing Department with regard to termination of contracts will be observed.

VI. Confidential Information

RECIPIENT may not use or disclose any information including social security numbers, which specifically identifies a recipient of services under the Agreement, except as may be necessary to implement items III and IV listed above, and for any purpose not in conformity with federal, state, or local law and related regulations, except on written consent of the recipient or his responsible parent or guardian where authorized by law. RECIPIENT shall maintain the confidentiality of any information in RECIPIENT’s possession, which is deemed confidential or otherwise exempt pursuant to Florida’s public records laws.

VII. Payment

All payments under this Agreement are subject to the availability of sufficient funding. The County shall make quarterly payments to the Recipient, unless, in the County’s sole discretion, the County determines otherwise. All payments by the County shall be governed by the applicable provisions of Article VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act). Payment requests received that do not include all necessary or required information will be considered improper and will be rejected. The Recipient will be notified of any improper payment requests and the corrective action needed for resubmission. All payments and disbursements will also be subject to and/or contingent upon the following to be classified as a proper invoice:

- a. Receipt by the County of the following items and information:
 - i. Funding Request
 - ii. Program Financial Report
 - iii. Program or Service Information Report
 - iv. Any supporting program and financial information as requested.
- b. The County at its sole discretion reserves the right to continue, suspend, or terminate payments; or withhold funding if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued

QUARTERLY DISBURSEMENT AND REPORTING SCHEDULE

Service Month	Funding Request Due Date	Program Financial Report Due Date	Client Characteristic Report Due Date
Feb/Mar 2025	4/30/2025	4/30/2025	4/30/2025
Apr/May/June 2025	7/31/2025	7/31/2025	7/31/2025
Jul/Aug/Sep 2025	10/31/2025	10/31/2025	10/31/2025
Oct/Nov/Dec 2025	1/31/2026	1/31/2026	1/31/2026
Jan/Feb 2026	4/30/2026	4/30/2026	4/30/2026
Total Award	\$50,000.00		

VIII. Return of Funds

If RECIPIENT violates any terms of the Agreement; becomes insolvent; files a petition for bankruptcy (voluntarily or involuntarily); or is subjected to a criminal or civil investigation by a state or federal agency for fraud, theft, crimes of dishonesty, or moral turpitude:

- a. RECIPIENT shall transfer to the County any grant funds in its possession at the time of expiration or termination, any accounts receivable attributable to the use of the funds, and any funds that could be classified as grant proceeds.
- b. The County, in its sole discretion, retains the right to withhold, terminate, suspend, or reduce any disbursements of grant funds on a temporary or permanent basis.

RECIPIENT shall return to the County any overpayment of unearned funds or any other payment of funds disallowed by the agreement that were disbursed or otherwise paid to the RECIPIENT by the County.

IX. Special Situations

RECIPIENT agrees to provide written notice to the County within five (5) business days of the RECIPIENT's becoming aware of any circumstances or events that may reasonably be considered or believed to jeopardize RECIPIENT's capability to continue to meet its obligations under the terms of this Agreement. The County may terminate this Agreement, or implement any lawful action that is in the best interest of the County when warranted by situations that suggest the occurrence of fraud, misfeasance, or malfeasance on the part of the RECIPIENT or any of its principals or employees, or any situation in which the ability of the RECIPIENT to continue to provide services pursuant to this Agreement is jeopardized or placed at risk.

X. Local Government Requirements

- a. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County grant funds.
- b. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer of the RECIPIENT, who exercises decision-making responsibility and does not provide direct services to clients with respect to grant funds of the County and the activities related thereto, is allowed or otherwise permitted to obtain a financial interest in or benefit in the Program Description and Outcomes (hereinafter "Program") and activities referred to in Attachment 1, or have a financial interest in any contract, subcontract, or agreement regarding or concerning the Program or its activities or in the proceeds of the Program or its activities. Specifically:
 - i. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the County, designated public agency, or RECIPIENT; and any such person's immediate family
 - ii. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT organization
- c. Indemnification. The RECIPIENT shall, at its own expense, hold harmless, defend, and indemnify the County, the funding agency providing the funding to the Program under this Agreement, and their officers, agents, and employees from and against any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.
- d. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of the immunity or limits of liability of the County beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing

in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Purchaser, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- e. In no event may the County or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages, regardless of whether the County knew or should have known about the possibility of such damages arising under any provision of this Agreement.
- f. RECIPIENT shall, at its own expense, defend, indemnify and hold County and the funding agent for the Program and their agents, officials, including elected officials and employees of County, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any cause of actual or claim whatsoever in contract or tort (including personal injury/death, fraud, and damage to tangible property) to the extent caused by the acts or omissions of the RECIPIENT.
- g. RECIPIENT shall further indemnify, defend, and hold the County and the funding agent for the Program harmless from any and all claims and actions from RECIPIENT's Subcontracts for Services and Work provided by Subcontractors for RECIPIENT under this Agreement.
- h. This Agreement is governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida.
- i. PUBLIC RECORDS. Public Records Law. Pursuant to § 119.0701(2)(a), Florida Statutes, the County is required to provide Recipient with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 386-736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this Agreement, Recipient acknowledges and agrees that any records maintained, generated, received, kept in connection with, or that are related to the performance of services provided pursuant to this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Recipient entering into a contract with the County is required to:

- i. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. 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 and following completion or termination of the Agreement if the Recipient does not transfer the records to the County.

- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement must be made directly to the County. If Recipient receives any such request, Recipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Recipient of such request, and the Recipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Recipient acknowledges that any failure to provide the public records to the County within a reasonable time may be subject to penalties under § 119.10, Florida Statutes. Recipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Recipient shall indemnify, defend, and hold the County harmless from and against any and all claims, damages awards, and causes of action arising from the Recipient's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by Recipient'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. Recipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Recipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- j. Recipient shall not unlawfully discriminate against any person in Recipient's operations and activities or use or expenditure of the funds or any portion of the funds provided by the County pursuant to this Agreement. RECIPIENT agrees that it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by Client, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In determining whether any computer, online, or internet-based services provided by RECIPIENT are ADA compliant, such services will be deemed compliant if they comply with either (1) applicable requirements promulgated and adopted by the U.S. Department of Justice or other appropriate federal agency, or, if there are no applicable federal requirements, (2) at least Web Content Accessibility Guidelines (WCAG) 2.0 AA. In performing under the Agreement, Recipient agrees that it shall not discriminate against any member of the public, employee or applicant for employment for work under the Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- k. RECIPIENT acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in

the Sunshine Law), RECIPIENT acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law and to assist County in complying with the same as it relates to all aspects of this Agreement.

1. RECIPIENT agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of RECIPIENT that are directly related to this Agreement. RECIPIENT shall keep all such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. RECIPIENT shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts must be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of their federal or state law shall be violated by RECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

- m. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices must be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section

County of Volusia:	with a copies of legal notices to:
County of Volusia Attention: Brad Burbaugh Community Services Director Address: 123 W. Indiana Ave. DeLand, Florida 32720 Phone: 386-943-7029 Fax: 386-740-5101	County of Volusia Attention: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: 386-736-5950 Fax: 386-736-5990
In the case of RECIPIENT:	with a copy of legal notices to:
Agency: Daytona Beach Shores Department of Public Safety Attention: Kurt Swartzlander Officer: City Manager, City of Daytona Beach Shores Address: 3050 S. Atlantic Ave. Daytona Beach Shores, FL 32118 Phone: 386-763-5369 Fax: 386-763-5369 E-mail: kswartzlander@cityofdbcs.org	Agency: Daytona Beach Shores Department of Public Safety Attention: Cheri Schwab Officer: City Clerk, City of Daytona Beach Shores Address: 3050 S. Atlantic Ave. Daytona Beach Shores, FL 32118 Phone: 386-763-5364 Fax: 386-763-5360 E-mail: cschwab@cityofdbcs.org

- n. Each party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.
- o. By entering into this Agreement, RECIPIENT and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.
- p. If any provision of this Agreement is for any reason determined by a court, tribunal, or administrative body of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, any remaining provisions are deemed to be severable and will continue to be in full effect and enforceable to the extent feasible, unless County or RECIPIENT elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- q. This Agreement may not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the County in writing as a modification to this Agreement.
- r. This Agreement and the attached exhibits and amendments thereto constitute the full and complete understanding between the parties as to the nature and terms of this Agreement, and no oral representations outside of this Agreement or any duly executed amendment, addendum, or exhibit hereto will have any binding effect whatsoever.

XI. Reporting and Record Requirements

- a. RECIPIENT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or County, any RECIPIENT will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or County. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or County.
- b. RECIPIENT shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.
- c. At all reasonable times for as long as records are maintained, persons duly authorized by the State or County auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- d. A financial and compliance audit shall be performed annually by the County and be provided to the State.
- e. RECIPIENT shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (Section 20.055 Florida Statute) or the State.

- f. No record may be withheld, nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.
- g. If applicable, RECIPIENT shall enroll in the State of Florida Opioid Data Management System (ODMS), FTP ShareFile server, complete prescribed training and submit Electronic Data Interchange (EDI) 837 Files to the State.

XII. Subcontractors

The RECIPIENT, or its representatives shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. This Agreement may not be changed or modified except by written instrument signed by all Parties. The RECIPIENT shall remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all collaborating personnel, firms and companies, and including any errors and omissions

XIII. Termination

This Agreement may be terminated by either party, with or without cause, before County funds are obligated, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the RECIPIENT through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this Agreement.

SIGNATURE

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have executed this Agreement.

Executive Director or Official

Date

Board President (If applicable)

Date

**Brad Burbaugh, Community Services Director
County of Volusia**

Date



Volusia County Opioid Abatement Funding Program

Equipment Application

Volusia County Human Services

110 West Rich Avenue

DeLand, Florida 32720

386-736-5956 ext. 12979

mfox@volusia.org

Applicant Name

Application Checklist

Please type initials to certify the application is complete, all required documents have been provided and each eligibility criteria have been met.

Initials of Primary Contact or Representative	Required Documentation
	Completed Application
	Attachment 1: Scope of Service
	Attachment 2: Program Logic Model
	Attachment 3: Timeline Worksheet
	Attachment 4: Budget Worksheet
	Attachment 5: Data Collection
	Certification of Application
	Agency's most recent Independent Financial Audit Report
	Auditor's Management Letter, if applicable
	Agency's response to Management Letter for corrective action, if required
	Current financial Balance Sheet
	Current Profit and Loss Statement
	<i>Non-profits Only:</i> Most recently filed IRS 990
	<i>Non-profits Only:</i> IRS 501(c)(3) Determination Letter

Eligibility Screening

Initials of Primary Contact or Representative	Eligibility
	The applicant is a local government, municipality or non-profit organization
	The proposal is within the scope of the Volusia County Opioid Abatement Plan
	The proposal does not include ineligible costs
	The proposal will expand, enhance or create a new program or service addressing the opioid crisis
	The applicant agrees to attend the application review meeting of the Opioid Abatement Advisory Board
	Funding Request Amount:
	Funding Term (1 or 2 years):

Opioid Abatement Advisory Board Equipment Funding Application

Name of Applicant: _____

Primary Contact Name and Title: _____

Phone Number: _____ Email Address: _____

Certifying Representative Name and Title: _____

Phone Number: _____ Email Address: _____

Funding Request Amount: _____ Total Estimated Cost: _____

Total Estimated Administrative Cost, if applicable _____

Additional Funds Available to Leverage, if applicable: _____

Source of Additional Funds, if applicable: _____

Funding Term (1 or 2 years): _____

Section 1 - Agency Overview (10 Points)

1.1 - Background

Provide the agency's mission, a background of the agency's organizational history, an overview of the services your agency currently provides in Volusia County, and evidence that the agency has operated in Volusia County for at least two years.

Section 2 - Plan (50 points)

2.1 – Scope of Service

Complete **Attachment 1: Scope of Service**, and provide a detailed description of the proposed program, project or service and how the activities and services will meet the identified need of the proposal. Applicants soliciting funds for the placement and operation of naloxone vending machines, kiosks or distribution boxes must also complete **Addendum 1: Naloxone Distribution**.

2.2 - Initiatives

Complete [Attachment 2: Program Logic Model](#).

2.3 - Implementation

Complete [Attachment 3: Timeline Worksheet](#).

2.4 – Budget

Complete [Attachment 4: Budget Worksheet](#).

2.5 – Efficacy

Indicate if the proposal meets any of the following classifications:

Classification	Yes/No	Description, Link or Attachment
Evidence-based		
Evidence-informed		
Informed by nationally recognized outcomes		
Supported by research		

Section 3 – Priority (20 points)

3.1 - Approved Use

Identify from the Volusia County Opioid Abatement Plan the Approved Use or uses with which each component of the proposal best correlates.

Proposal Component	Classification	Approved Use

3.2 - Abatement Plan Funding Priority

Identify if the proposal targets one or more of the current Volusia County Opioid Abatement Funding Priorities.

Proposal Component	Abatement Priority

Section 4 – Sustainability (10 points)**4.1 – Sustainable Strategy**

Describe how the proposed program, project or service will operate beyond the funding term. Include any necessary maintenance, strategies, collaborations, current or expected future leverage funding or in-kind donations.

4.2 - Financial Impact

Describe the financial Return on Investment or quantifiable financial impact of funds related to the proposed service.

Section 5 - Compliance (10 points)

5.1 - Data Collection

Identify the data to be collected and reported to the County in [Attachment 5: Data Collection](#) and describe how the agency will collect and store data.

Certification of Application

The agency acknowledges that Volusia County Opioid Abatement funds will be utilized to support programs or services that benefit Volusia County residents and are within the scope of the Volusia County Opioid Abatement Plan. Volusia County Opioid Abatement funds will not support the costs of executive salaries for staff that do not provide direct services to clients.

The applicant understands that late or incomplete submissions of this application may disqualify the applicant from an award of Opioid Abatement funding this funding cycle.

Our signature certifies that this request is consistent with our organization's mission, Articles of Incorporation and Bylaws, and/or has been approved by a majority of the agency's Board of Directors, Advisory Board or Executive or Official.

Certifying Representative
<ul style="list-style-type: none">• Person authorized to sign contract, if proposal is selected for funding• Chief Executive or Official, City Manager or Authorized City Official• Please type the name and title of the Certifying Representative sign, date, and email this page as a separate document from the application.• Please sign in BLUE INK

Certifying Representative Title

Certifying Representative Printed Name



Certifying Representative Signature

Date

SCOPE OF SERVICE

Agency Name:

Proposed Purpose

1	
2	
3	
4	
5	

Service(s) to be provided

1	
2	
3	
4	
5	

SCOPE OF SERVICE

Strategies

1	
2	
3	
4	
5	

Goals and Objectives

1	
2	
3	
4	
5	

PROGRAM LOGIC MODEL

Agency Name:

Inputs	Activities	Outputs	Outcomes

PROGRAM LOGIC MODEL

Inputs	Activities	Outputs	Outcomes

TIMELINE WORKSHEET

Agency Name:

Please indicate the anticipated month of completion for the corresponding objective.	Required											
	FY24/25											
Objective	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.

TIMELINE WORKSHEET

Please indicate the anticipated month of completion for the corresponding objective.	Required											
	FY25/26											
Objective	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.

TIMELINE WORKSHEET

Please indicate the anticipated month of completion for the corresponding objective.	Not Required if term completed in FY25/26											
	FY26/27											
Objective	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.

BUDGET WORKSHEET

Agency Name:

INCOME SOURCE	TOTAL PROPOSAL BUDGET
Volusia County Opioid Funding	
Leverage Funding	
In-kind Valuation	
TOTAL INCOME	

	EXPENSES	TOTAL PROPOSAL BUDGET	ALLOCATION OF PROJECTED EXPENSES ATTRIBUTED TO VOLUSIA COUNTY OPIOID FUNDING
1	Direct Staff Salary/Wage/Benefits		
2	Professional Instructors/Training		
3	Conventions/Conferences/Seminars		
4	Staff Travel (not including vehicle rental)		
5	Supplies		
6	Delivery Services/Postage/Shipping		
7	Printing/Publications		
8	Advertising		
9	Computer Usage/Internet/Software/Support		
10	Telephone/Cell Phone Service		
11	Transportation - Client		
12	Housing - Client		
13	Food/Beverages- Client		
14	Other Client Assistance:		
15	Occupancy/mortgage/rent/lease		
16	Equipment lease/rent/purchase		
17	Equipment Maintenance		
18	Vehicle Maintenance		
19	Facility Maintenance		
20	Utilities		
21	Insurance		
22	Administrative Staff Salary/Wage/Benefits		
23	Other Administrative Costs		
24	Other:		
25	TOTAL ADMINISTRATIVE EXPENSE (Add lines 22 and 23)		
26	TOTAL INCOME		
27	TOTAL EXPENSE		
28	EXCESS/DEFICIT		

DATA COLLECTION

Agency Name:

Client-Specific Information	Location	Items Distributed	Equipment Usage	Staff	Training	Events	Outcomes
Demographics	Address	Item Description	Equipment Details	Service Hours	Name/Type	Name/Type	Short-Term
Factors (employment, homelessness, etc.)	Zip Code	Number Distributed	Maintenance	Salary/Wage	Audience	Audience	Intermediate
Treatment	Other:	Recipient	Other:	Caseload	Attendance	Attendance	Long-Term
Other:	Other:	Other:	Other:	Other:	Curriculum	Information	Other:
Outputs/Outcomes	Other:	Outputs/Outcomes	Outputs/Outcomes	Other:	Outputs/Outcomes	Outputs/Outcomes	Other:



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2025-04 Budget Amend #2 FY 24-25

SYNOPSIS:

Public Safety has had two vehicles damaged from incidents due to no fault of their own. One vehicle was claimed a total loss and the city was paid \$22,894 from the insurance carrier. The other vehicle is waiting for the claim adjusters' final report, but it is staff understanding the vehicle is also a total loss.

The city has been given permission from Pasco County to "piggyback" off their 3-year contract dated 5/5/2021 with two additional one-year amendments for the purchase of two 2025 Ford Interceptor Utility Vehicles from Bartow Ford for a total of \$122,655.30.

With the loss of these vehicles, patrol is making the necessary arrangements with the remaining fleet to accommodate safety needs until new vehicles can be delivered.

FISCAL IMPACT STATEMENT:

The FY 24-25 General Fund Budget will increase \$123,000 to \$24,036,600 and the Capital Improvement Budget will increase to \$6,238,000.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

It is the recommendation of staff for the commission to accept Resolution 2025-04.

SUGGESTED MOTION:

To accept Resolution 2025-04 to move \$123,000 from reserves for the replacement of two public safety vehicles.

- ATTACHMENT:**
1. Resolution 2025_04 Budget Amendment #2 FY 24_25
 2. 11524 2025 PARTOL K8A GAS UTILITY WORKSHEET REV1 PC
 3. Renwal Bartow Agreement Signed
 4. RE_ Ford Motor Company Vehicles Solicitation IFB-RR-21-042

RESOLUTION 2025-04

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND AND CAPITAL IMPROVEMENT FUND FY 2024-2025 BUDGET FOR THE REPLACEMENT OF TWO PUBLIC SAFETY VEHICLES FOR \$123,000 FROM GENERAL FUND RESERVES, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, by Resolution 2024-18, adopted an operating budget for Fiscal Year 2024-25; and

WHEREAS, the City has found it desirable to amend the FY 2024-25 budget to include additional expenditures for two public safety vehicles at a cost of \$123,000; and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the continuation and completion of certain City operations; and

WHEREAS, a budget amendment is required to include the purchase in the budget.

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

SECTION ONE: The Fiscal Year 2024-25 General Fund budget shall be amended to \$24,036,600 and the Capital Improvement Fund Budget to \$6,238,000.

SECTION TWO: This Resolution shall be effective immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

March 25, 2025



City of Daytona Beach Shores
Lieutenant Mark Swanson

DESCRIPTION			
K8A	2025 Ford Interceptor Utility		
99B	3.3L V6 Direct-Injection (FFV) Engine		
44U	10 - Speed Automatic Transmission		
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)		
86T	Taillight Prep: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)		
76R	Reverse Sensing System		
43D	Dark Car Feature		
60A	Factory Grill, Lamp, Siren & Speaker Wiring		
76P	Pre Collision Assist		
52T	Class III Trailer Tow Lighting Package		
55F	Keyless Entry Fob - Includes 4-key fobs		
17A	Aux. Rear Air		
	Factory Invoice		\$47,827.00
	Government Price Concession Discount		\$1,800.00
	4.06% Contract Discount		\$1,868.70
	Whelen Legacy DUO 55" Lightbar Red/Blue/White, Whelen BSFW47Z DUO Red/Blue Inneredge Lightbar, (3) Red/White ION Mounted Forward in Push Bumper Area, (3) Blue/White ION Mounted Forward in Push Bumper Area, (1) Red/White Thin ION Angled Mounted in Push Bumper Area, (1) Blue/White Thin ION Angled Mounted in Push Bumper Area, (4) Whelen Vertex DUO Red/Blue Mounted in Headlight & Taillights, Whelen BSRW10 DUO Rear Inneredge Mounted High in Rear Glass, Whelen DUO Tracers R/B/R/B/R with White Override, (1) Whelen Thin ION Red Mounted on DS Mirror, (1) Whelen Thin ION Blue Mounted on PS Mirror, SA315P Speaker with Bracket, Arges Remote Spotlight, Wig Wag Headlights, Go Rhino HD Push Bumper wit HD Wraps, Havis Interceptor Console with HVAC Relocation Bracket Kit, Self Adjusting Cup Holder, C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Go Rhino Front Partition With Full Poly Screen & Solid Poly Rear Partition, Prisoner Seat, Steel Window Bars, Rear Door & Window Cover Plates, Pro Gard G4906 Vertical Partition gun rack, Go Rhino False Floor W/Electronics Tray, Two Tone Paint (Doors Only), Undercoating, Daytona Beach Shores POLICE Graphics		\$14,242.35
30	Bartow Ford Labor Hours	\$97.00	\$2,910.00
1	Temp Tag		\$17.00
TOTAL PURCHASE AMOUNT PER UNIT			\$61,327.65
FOR TWO UNITS			\$122,655.30

Pricing in accordance with the Pasco County Award of Bid No. IFB-RR-21-042

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

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

**SECOND AMENDMENT TO AGREEMENT
FOR AS-NEEDED FORD MOTOR COMPANY VEHICLES**

This **SECOND AMENDMENT to the Agreement for as needed Ford Motor Company vehicles, IFB-RR-21-042 (the “Second Renewal”)** is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the “County”) and Bartow Ford Company, a corporation licensed in the State of Florida (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the County issued solicitation IFB-RR-21-042 to obtain the services of a Contractor to provide ongoing as-needed Ford Motor vehicles; and

WHEREAS, the County and the Contractor entered into the Agreement for as-needed Ford Motor Company vehicles, effective May 5, 2021, (the “Agreement”) for three years with the option to renew for two additional one-year periods upon mutual agreement of the parties; and

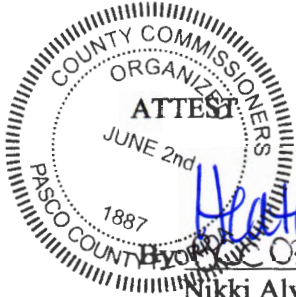
WHEREAS, the County and the Contractor renewed the Agreement for an additional one-year period, ending on May 4, 2025; and

WHEREAS, the County and the Contractor now wish to renew the Agreement for a second additional one-year period, effective May 5, 2025 through May 4, 2026.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for a second one-year period, through May 4, 2026.
3. Except as modified by this Second Renewal, the Agreement is hereby ratified, confirmed and approved and all terms and conditions, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal to be executed by their authorized representatives, effective May 5, 2025.



County:
PASCO COUNTY, FLORIDA

Heather Armes, DC.
BY: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: *[Signature]*

Kathryn E. Starkey, Chairman

APPROVED
IN SESSION

Date: MAR 25 2025, 2025

PASCO COUNTY
BCC

[SEAL]

Contractor:
Bartow Ford Company

By: *[Signature]*

Printed Name: RICHARD WEISSINGER

Title: COMMERCIAL FLEET SALES

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF POLK }

The foregoing instrument was acknowledged before me on 26th FEB, 2025, by means of:
[X] physical presence or
[] online notarization
by [as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] RICHARD WEISSINGER, who executed the foregoing instrument as
[Title] COMMERCIAL FLEET SALES of
[Corporation or Company Name] BARTON FORD CO, a:
[X] corporation or
[] limited liability company
organized under the laws of [State] FL

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for [Principal Name] _____.

Said person is (check one below):

[X] Personally known to me, or
[] Has produced _____ as identification.

Lynn Marie Burgett

Signature of person taking acknowledgment

Lynn Marie Burgett

Print Notary's name

(This line is required to be completed by §117.05, F.S.)

[Notary Stamp or Seal]



From: [Carrie C. Roberts](#)
To: [Kimberly Feeney](#); [Irwin, Lory](#)
Subject: RE: Ford Motor Company Vehicles Solicitation IFB-RR-21-042
Date: Thursday, March 27, 2025 7:54:13 AM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)

Good morning,

I approve this piggyback request.

Kim, please provide Lory with the documents requested.

Thank you-
Carrie



**Carrie C. Roberts, NIGP-CPP, CPPO,
C.P.M.**

Director

Purchasing Department

Pasco County

P 727.847.8194 x8434

7536 State Street, Suite 221

New Port Richey, FL 34654

croberts@mypasco.net

MyPasco.net

“Serving our community to create a better future.”

From: Kimberly Feeney <kfeeney@pascocountyfl.net>
Sent: Thursday, March 27, 2025 7:45 AM
To: Irwin, Lory <lirwin@cityofdfs.org>
Cc: Carrie C. Roberts <croberts@pascocountyfl.net>
Subject: RE: Ford Motor Company Vehicles Solicitation IFB-RR-21-042

Good morning! First, we will get permission to piggyback from our director, and then we will track down that contract for you.

Kim Feeney



Administrative Assistant to
Carrie C. Roberts, Purchasing Director
Purchasing Department

Pasco County

P 727-473-0046

7536 State Street

New Port Richey, FL 34654

kfeeney@mypasco.net

www.mypasco.net

“Serving our community to create a better future.”

From: Irwin, Lory <lirwin@cityofdb.org>

Sent: Wednesday, March 26, 2025 5:03 PM

To: Kimberly Feeney <kfeeney@pascocountyfl.net>

Subject: Ford Motor Company Vehicles Solicitation IFB-RR-21-042

Good afternoon.

The City of Daytona Beach Shores would like to “piggyback” off of your Ford Motor Company Vehicles Solicitation IFB-RR-21-042 Contract with amendment for Bartow Ford if you would allow us.

Bartow has shared an unexecuted copy of the contract but our policy requires us to have a fully executed copy of the contract and any amendments, along with permission from both parties in order to “piggyback”.

Please contact me with any questions or concerns you may have.

Thank you for your time and assistance.

Lory

Lory B. Irwin, CPA, CGFO

Finance Director



City of Daytona Beach Shores

2990 South Atlantic Ave.
Daytona Beach Shores, FL 32118

P 386-763-5328
C 386-843-7001
F 386-763-5320

PLEASE NOTE: Florida has very broad public records laws. Most written communication to or from City of Daytona Beach Shores officials and employees regarding public business are public records and are available to the public and media upon request. Your email address is a public record. If you do not wish your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact this office by phone or in writing. The views expressed in this message may not reflect those of the City of Daytona Beach Shores. If you have received this message in error, please notify us immediately by replying to this message and please delete it from your computer. Thank you.



The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CUSA18A7



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Appointment of Member and Alternate to TPO Citizens' Advisory Committee

SYNOPSIS:

As a member of the Volusia Flagler Transportation Planning Organization, the city is entitled to appoint a citizen as member and alternate on the committee.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The following residents are interested in this committee:

Vince Donvito

Carol Sutherland

Karen Bullard

Kari Fields

Susan Zahniser

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to appoint XX as member and YY as alternate to the Citizens' Advisory Committee.

ATTACHMENT: 1. Citizens Advisory Committee

Citizens' Advisory Committee – CAC

1. [Home](#)
2. [Board & Committees](#)
3. Citizens' Advisory Committee – CAC

- Overview
- Bylaws
- Members
- Agendas
- Minutes
- Audio

Overview

The Citizens' Advisory Committee (CAC) is responsible for providing citizen input and recommendations to the TPO Board concerning transportation planning and programming; for review of all transportation studies, reports, and plans and/or programs; and for making recommendations to the Volusia-Flagler TPO Board that are pertinent to the subject document. Subcommittees, task forces, and working groups shall be designated by the CAC as necessary to investigate and report on specific subject areas of interest to the CAC. The CAC meets in the Airline Room at the Daytona Beach International Airport on the **third Tuesday** of each month (except July and December) at **1:15 p.m.**

Bylaws

SECTION 6.0: CITIZENS ADVISORY COMMITTEE (CAC)

A. The citizens of the metropolitan planning area shall be involved in the transportation planning process by the establishment of a citizens advisory group. The purpose shall be to seek input on planning proposals and to provide comment with respect to various segments of the population in regard to their transportation needs. It shall be the function of the CAC to:

1. Assist the River to Sea TPO in the formulation of goals and objectives for shaping the urban environment
2. Conduct public information programs
3. Provide effective citizen review of the preliminary findings and recommendations of transportation planning studies throughout the planning area
4. Assist in other functions as deemed desirable by the River to Sea TPO Board

B. The CAC shall be comprised of thirty (30) voting representatives. Each elected official serving on the TPO Board, including the non-voting members of the Small City Alliance, shall appoint in writing one (1) representative to serve on the committee. Also serving as a voting member shall be one (1) representative from the Volusia County School Board, one (1) representative from Flagler County School Board, one (1) representative from Votran and one (1) representative from Flagler County Transit acting as the Community Transportation Coordinators (CTC).

C. The non-voting advisors to the CAC shall consist of a representative of Volusia County Traffic Engineering and a representative of Flagler County Traffic Engineering or Planning.

D. A FDOT District 5 staff member shall serve as a non-voting advisor to the CAC.

E. River to Sea TPO staff will provide support for the meeting.

SECTION 6.1: MEMBER APPOINTMENT, QUALIFICATION AND TERMS OF OFFICE

A. Voting members of the CAC must be residents of the area in which they are appointed to represent and shall not be elected officials or staff paid to attend meetings.

B. One alternate may be appointed for each CAC position. Alternates must be appointed by the TPO Board member, in writing, and may participate in the meeting and vote only in the absence of the primary member.

C. Voting members and their alternates shall serve at the pleasure of their respective TPO Board member for a period of time to be determined by the River to Sea TPO Board member that is being represented. To ensure continuous representation, a voting member of the CAC may continue to serve beyond the term of the appointing board member until a replacement has been appointed.

D. Any vacancies in membership shall be filled in the same manner as the initial appointment.

E. Each member is expected to demonstrate his/her interest in the CAC's activities through participation in the scheduled meetings except for reasons of an unavoidable nature. In cases of unavoidable nature, each representative should ensure his/her alternate attends. No more than three (3) consecutive absences will be allowed by the representative or alternate. Should a member have three (3) consecutive absences, excused or unexcused, and/or three (3) meetings, unexcused in a calendar year, a letter will be sent to the board member that designated the CAC member informing them of the attendance record.

F. Municipalities and agencies, in selecting their non-voting representatives, shall name only those technically qualified persons employed by a government or governmental agency.

G. An alternate may be named, approved and confirmed for each non-voting advisor, provided the recommended alternate meets the technical qualifications set forth in the preceding items.



**CITY COMMISSION AGENDA MEMORANDUM
APRIL 1, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Kurt Swartzlander, City Manager

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Appointment of Member and Alternate to TPO Bicycle Pedestrian Advisory Committee

SYNOPSIS:

As a member of the Volusia Flagler Transportation Planning Organization, the city is entitled to appoint a citizen as member and alternate on the committee.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The following residents are interested in this committee:

Maggie McCalip

Karen Bullard

Kari Fields

Vince Donvito

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to appoint XX as member and YY as alternate to the Bicycle Pedestrian Advisory Committee

ATTACHMENT: 1. Bicycle Pedestrian Advisory Committee

Bicycle/Pedestrian Advisory Committee – BPAC

1. [Home](#)
2. [Board & Committees](#)
3. Bicycle/Pedestrian Advisory Committee – BPAC

- Overview
- Bylaws
- Members
- Agendas
- Minutes
- Audio

Overview

The Bicycle/Pedestrian Advisory Committee (BPAC) is responsible for reviewing plans, policies, and procedures as they relate to bicycle and pedestrian issues within the TPO planning area. In addition, the BPAC is responsible for the review and ranking of bicycle and pedestrian priority project applications that are submitted on an annual basis through the TPO's annual Call for Projects. The mission of the BPAC is to:

“Create and implement a regional plan for the continuing enhancement and expansion of the bicycle and pedestrian network. We will support activities that encourage and provide for a safe and balanced transportation system that promotes connectivity, mobility, health and an improved quality of life.”

The BPAC meets in the Airline Room at the Daytona Beach International Airport on the **second Wednesday** of each month (except July and December) at **2:00 p.m.**

Bylaws

SECTION 7.0: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC)

A. The adopted mission describes the function of the BPAC to:

“Create and implement a regional plan for the continuing enhancement and expansion of the bicycle and pedestrian network. We will support activities that encourage and provide for a safe and balanced transportation system that promotes connectivity, mobility, health and an improved quality of life.”

B. The BPAC shall consist of twenty-six (26) voting members made up of private citizens. Every elected official serving on the TPO Board, including the non-voting members of the Small City Alliance shall appoint in writing one (1) representative to serve on the committee.

C. Non-voting advisors shall consist of municipal representatives, transportation planners, professional engineers and those technical personnel made available by the various municipalities. These positions will include: one (1) person from a large city, one (1) person from small city, one (1) person from Volusia County government and one (1) person from Flagler County government. Non-voting advisors will also include: one (1) person from the Volusia County School Board, one (1) person from the Flagler County School Board, one (1) person from Voltran and one (1) person from Flagler County Transit.

D. A FDOT District 5 staff member shall serve as a non-voting advisor to the BPAC.

E. River to Sea TPO staff will provide support for the meeting.

SECTION 7.1: MEMBERSHIP APPOINTMENT, QUALIFICATION AND TERMS OF OFFICE

A. Voting members of the BPAC must be residents of the area in which they are appointed to represent and they shall not be elected officials or paid staff.

B. One alternate may be appointed for each BPAC position. Alternates must be appointed by the TPO Board member, in writing, and may participate in the meeting and vote only in the absence of the primary member.

C. Voting members and their alternates shall serve at the pleasure of their respective TPO Board member for a period of time to be determined by the River to Sea TPO Board member that is being represented. To ensure continuous representation, a voting member of the BPAC may continue to serve beyond the term of the appointing board member until a replacement has been appointed.

D. Any vacancies in membership shall be filled in the same manner as the initial appointment.

E. Each BPAC representative is expected to demonstrate his/her interest in the BPAC's activities through participation in the scheduled meetings except for reasons of an unavoidable nature. In cases of unavoidable nature, each representative should ensure his/her alternate attends. No more than three (3) consecutive absences will be allowed by the representative or alternate. Should a member have three (3) consecutive absences, excused or unexcused, and/or three (3) meetings, unexcused in a calendar year, a letter will be sent to the board member that designated the BPAC member informing them of the violation.

F. Municipalities and agencies, in selecting their non-voting representatives, shall name only those technically-qualified persons employed by a government or governmental agency.

G. An alternate may be named, approved and confirmed for each non-voting member, provided the recommended alternate meets the technical qualifications set forth in the preceding items