City of Daytona Beach Shores

"Life is Better Here"
"A Premier, Friendly Place to Be"

AGENDA
CITY COMMISSION MEETING
JUNE 3, 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. Employee Service Award - Steve Wolf 10 years

6. APPROVAL OF MINUTES

A. City Commission Minutes May 6, 2025

7. CONSENT AGENDA:

A. Executive Summary Financial Report for April 2025

B. Community Services Department Monthly Report - April 2025

C. Public Safety Department Monthly Report April 2025

D. Approval for Edward Byrne Memorial Justice Assistance Grant FY 2025-2026

E. Approval of Tennis Courts Clay Resurfacing Project Independent Contractor's Agreement: J Courts, Inc.

8. OLD BUSINESS:

A. Ordinance 2025-07: Towing And Prohibition Of Overnight Parking On City Properties

B. Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue

9. QUASI-JUDICIAL HEARING

A. Ordinance 2025-04: Rezoning application for recently annexed property located at 3836 S. Atlantic Avenue

10. NEW BUSINESS:

A. Resolution 2025-06 Budget Amendment #3-Fire Truck Replacement

B. Resolution 2025-07 Budget Amendment #1-Sewer Lift Station Upgrade Design Contract

C. Approval of Sanitary Sewer Design Contract And Task Authorizations For Design Professional Services (RFQ2025-02): Mead & Hunt, Inc.

D. Resolution 2025-08 HMGP Application Approval

E. Economic Development Lease Subsidy Grant Application - Luna's Cocina LLC.

F. Approval of Streetlight Poles Holiday Decoration Independent Contractor's Agreement/Lease Agreement: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

G. Emergency Approval Of Sewer Lift Station 5 Submersible Pump Purchase

H. Charter required annual review of City Manager performance and compensation.

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

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

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

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MINUTES
CITY COMMISSION MEETING
May 6, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

A. Employee Service Award - Nancy Maddox Five Years

City Manager Kurt Swartzlander presented Nancy Maddox with her 5-year service award.

6. APPROVAL OF MINUTES

A. City Commission Minutes April 1, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of April 1, 2025.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. City Commission Special Meeting Minutes April 22, 2025

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Special Meeting Minutes of April 22, 2025.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

C. City Commission Strategic Planning Workshop Minutes April 22, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Strategic Planning Workshop Minutes of April 22, 2025.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner

Stephan Dembinsky

7. CONSENT AGENDA:

A. March Public Safety Monthly Report

B. Community Services Department Monthly Report - March 2025

C. Executive Financial Report: February and March 2025

D. Approval of Agreement to Piggyback Services Contracted by Sourcewell: City Hall 1st Floor & Bathroom Treatment Project

E. Approval for Mayor to travel to US Conference of Mayors in Tampa. FL

F. Approval of Agreement to Piggyback Services Contracted by Seminole County: Public Works Building Concrete Restoration Project

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 = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Public Beach Access Dune Walkover: 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

Community Services Director Stewart Cruz gave a presentation that included the background of the Tuscany beach walkover. It was explained that the original agreement from 2005 included a clause that the city had the option not to rebuild if the walkover was destroyed beyond 25% of its construction value if an existing public beach access was located within 500 feet. The walkover was destroyed in 2016 by Hurricane Matthew, Hurricanes Nicole and Ian in 2022 and finally Hurricane Milton in 2024. After each storm, an engineer reviewed the damage and repairs were made, except for Milton. The engineer stated too much damage had occurred and it would need a full replacement. The city had the ramp removed. Five options were given to the City Commission to consider: 1) rebuild Tuscany with public access, 2) take no action, 3) build a new ADA ramp at St. Kitts Park, 4) rebuild Tuscany with no public access and 5) rebuild Tuscany with no public access and cost share with the condominium. The costs of each option were discussed. Staff recommended option 3: build a new ADA walkover at St. Kitts Park. Director Cruz reviewed the advantages of building there, which included a significant decrease in cost. The estimate for Tuscany was $247,104 and St. Kitts was $86,000. These numbers did not include permitting, surveying or engineering. The question was

asked if the city had to rebuild an ADA ramp and the response was no, since there were two other ADA ramps nearby. There was a brief discussion of the commission's fiscal responsibility if they did elect to rebuild a ramp. They understand that FEMA may not reimburse any funds.
There were nine residents who spoke on this agenda item. Some were in favor of rebuilding a ramp at the Tuscany location, while others just want an ADA ramp rebuilt. There were some concerns about how the existing walkway at Tuscany would look if it was abandoned.

Mayor Miller thanked everyone who reached out to her concerning the issue. She asked Building Official Steve Edmunds, to clarify whether an ADA ramp had to be reconstructed. He informed the commission that if the decision was to rebuild anything at the Tuscany location, it must follow ADA guidelines. The location can be left empty with no ramp as it currently is.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the recommendation by staff to construct an ADA Public Beach Access Dune Walkover at St. Kitts Park.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Ordinance 2025-07: Towing And Prohibition Of Overnight Parking On City Properties

The Mayor took a five-minute recess for residents to clear the chamber. Attorney Paul Waters read the ordinance by title only. Community Services Director Stewart Cruz provided a brief staff report explaining that the proposed ordinance would assist with unauthorized vehicles parking overnight in city parks or at the community center. This would allow those vehicles to be towed. Staff recommended approval.
VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-07 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

C. Resolution 2025-05: Supporting And Accepting The Volusia County Local Mitigation Strategy Plan And Floodplain Management Plan

The resolution was read by City Attorney Waters. Director Cruz advised that this process is done every 4–5 years by all the local municipalities. The program will aid in reducing flood insurance premiums when applicable and can adopt polices to save property and lives.
COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2025-05 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

D. Appointment Of Member To The Volusia Growth Management Commission

Director Cruz explained the purpose of the Volusia Growth Management Commission (VGMC) and that the representative's term would expire on June 30, 2025. Staff from the VGMC had requested that the representative, Mr. Larry Saffer, be reappointed to another four-year term.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Appoint Larry Saffer To The Volusia Growth Management Commission for another four year term.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

E. Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue

City Attorney Waters read the ordinance by title only. City Planner Gwyn Herstein gave a brief report on the item. The property was recently annexed into the city and state law requires that a future land use classification is given. The property is a single-family residence and the use will remain the same. All due public notice requirements have been met and staff recommended approval.
VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-05 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. QUASI-JUDICIAL HEARING

A. Ordinance 2025-04: Rezoning application for recently annexed property located at 3836 S. Atlantic Avenue

The witnesses were sworn in by the City Clerk. The Commission declared there was no ex-parte communication. Attorney Waters read the Ordinance by title only. City Planner Gwyn Herstein provided a brief report. Aerial views of the property and surrounding neighborhood were shown. If approved, the zoning designation would be RSF-2 Urban Single-Family Residential District. All the criteria for the application have been met and all due public notice was satisfied. Staff recommended approval.
COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2025-04 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky

11. CITY ATTORNEY COMMENTS

The City Attorney had no additional information for the City Commission.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander thanked Director Cruz and his staff for the presentation they put together regarding the ADA beach ramp.

13. COMMISSION COMMENTS:

Mayor Miller reviewed the upcoming events for the next few weeks. . coffee, armed forces day. concert at end of month

14. AUDIENCE REMARKS/PUBLIC COMMENTS:
There were no audience comments.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:
There were no additional agenda items mentioned at the meeting.

16. ADJOURNMENT:
The meeting ended at 8:07 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Executive Summary Financial Report for April 2025

SYNOPSIS:

As of April 2025 the city has collected 79.9% of budgeted revenues for FY 24-25 and expensed 54.4% of budgeted expenditures. Capital purchases are 34.3% of budgeted. Investments in treasuries account for 96.3% of all investments; General Fund $18,610,359 and Sewer Fund $8,920,442.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 24-25 Pd 07

EXECUTIVE SUMMARY
Month Ending April, 2025

April, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$19,200,160	$15,260,455	$3,939,705	21%
General Fund Sub-Total	**$19,200,160**	**$15,260,455**	**$3,939,705**	**21%**
Sewer Fund Operations	$1,804,863	$1,786,916	$17,947	1%
Sewer Fund Restricted Impact Fee	$3,430	$1,996	$1,434	42%
Sewer Fund Sub-Total	**$1,808,294**	**$1,788,912**	**$19,382**	**1%**
TOTAL ALL FUNDS FISCAL YTD	**$21,008,454**	**$17,049,367**	**$3,959,087**	**19%**

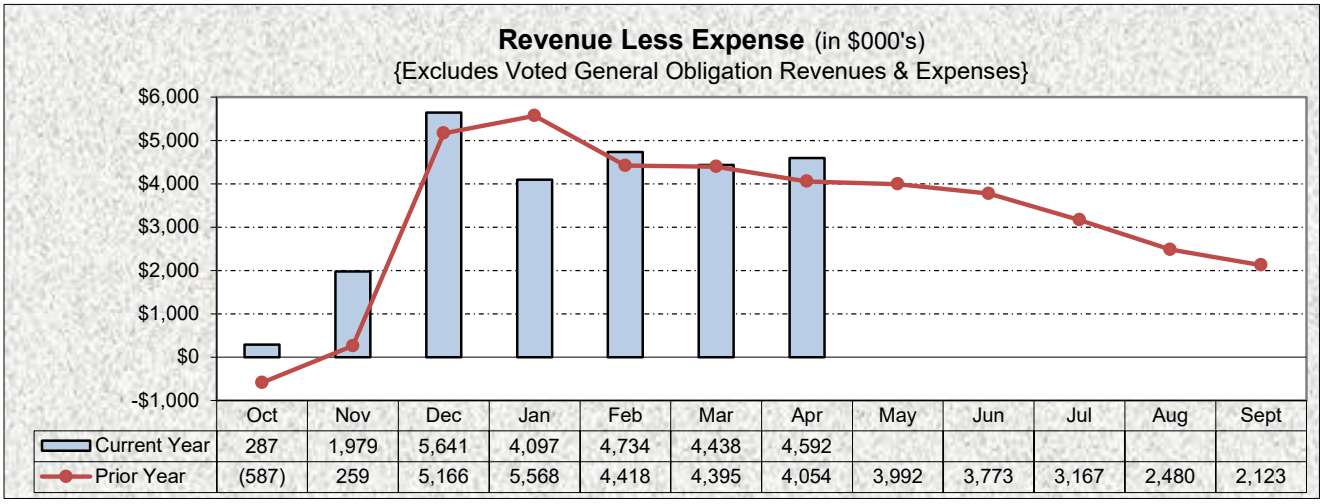
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$27,979,730	$24,585,735	$3,393,995	14%
Sewer Fund	$12,864,859	$11,867,258	$997,601	8%
Sub-Total Operating Funds	**$40,844,589**	**$36,452,993**	**$4,391,596**	**12%**
TOTAL ALL FUNDS	**$40,844,589**	**$36,452,993**	**$4,391,596**	**12%**

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	($23,744)	$359,659	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	$1,193,998	$260,631	
PROJECTED FYE NORMALIZED CASH FLOW	**$1,170,254**	**$620,291**	**$1,790,545**

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

Month Ending April, 2025

NON-G.O. FUNDS	April, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	$24,037	$19,200	$12,415	$6,785	55%
General Fund Capital	$6,249	$2,141	$0	($2,141)	
Utility Fund	$23,156	$1,808	$1,908	($100)	-5%
Total Revenues & Appropriations	**$53,441**	**$23,149**	**$14,323**	**$4,545**	**32%**
Expenses ('000s)					
General Fund Less Capital	$24,137	$13,120	$7,389	($5,731)	-78%
General Fund Capital	$6,249	$2,141	$443	($1,698)	-383%
Utility Fund	$23,156	$1,789	$1,899	$110	6%
Total Expenses & Appropriations	**$53,541**	**$17,049**	**$9,731**	**($7,318)**	**-75%**
Revenue Less Expense ('000s)					
General Fund	($100)	$6,081	$4,583	($643)	($0)
Utility Fund	$0	$19	$9	$10	115%
Revenue Less Expense	**($100)**	**$6,100**	**$4,592**	**($633)**	**-14%**



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Current Year	287	1,979	5,641	4,097	4,734	4,438	4,592					
Prior Year	(587)	259	5,166	5,568	4,418	4,395	4,054	3,992	3,773	3,167	2,480	2,123

General Fund Detail Budget Report

Month Ending April, 2025

	April, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-ValoremTaxes	10,023,000	9,153,932	8,535,513	618,419	7.25%
Business Taxes	99,000	105,561	95,806	9,754	10.18%
Utility Taxes	1,071,800	578,632	527,211	51,421	9.75%
Permits & Franchise Fees	1,144,600	605,977	557,938	48,040	8.61%
Intergovernmental	2,148,200	270,442	337,846	(67,403)	-19.95%
Donations	-	1,235	0	1,235	
Charges for Services	1,967,000	1,409,177	1,173,168	236,008	20.12%
Fines & Forfeitures	105,000	32,045	45,540	(13,496)	-29.63%
Non-G.O Interest	685,000	241,319	239,258	2,061	0.86%
Unrealized Investment G/(L)	-	-	0	-	
Miscellaneous & Fixed Asset Sales	458,800	1,251,832	331,767	920,065	277.32%
Internal Services	1,266,700	734,008	570,500	163,508	28.66%
Non G.O. Transfer In-Fund Balance	5,067,500	4,816,000	0	4,816,000	
Non-G.O. Gen. Fund Revenue	$24,036,600	$ 19,200,160	$ 12,414,548	$ 6,785,613	54.66%
Non-G.O. CAPITAL Revenue	6,115,000	-		0	
Total Non-G.O. Revenue	**30,151,600**	**19,200,160**	**12,414,548**	**6,785,613**	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	102,784	111,913	(9,129)	-8.16%
Executive	829,800	426,982	385,514	41,469	10.76%
Finance	762,600	355,430	331,105	24,325	7.35%
Legal Counsel	189,700	66,051	88,887	(22,836)	-25.69%
				-	
Comp. Planning	148,000	72,103	59,502	12,601	21.18%
Information Technology	664,600	392,320	-	392,320	
Other Gov't Services	59,000	4,995	184,047	(179,052)	-97.29%
Public Safety Operations	7,468,000	3,781,347	3,599,721	181,626	5.05%
Building Dept.	757,700	297,765	334,604	(36,839)	-11.01%
Emergency Mgmt - Hurricanes	-	-	290,510	(290,510)	-100.00%
Phy. Envir. -- Solid Waste/Recycle	1,631,200	913,834	535,602	378,232	70.62%
Public Works Operations	2,230,556	1,022,306	817,440	204,866	25.06%
Inventory	-	-	0	-	
Human Resources	67,100	26	65,878	(65,852)	-99.96%
Parks & Rec	591,800	270,499	257,523	12,976	5.04%
Community Center	690,644	350,567	316,571	33,996	10.74%
Senior Center	-	-	0	-	
Economic Development Programs	100,000	9,335	10,350	(1,015)	-9.81%
Contingency/Transfers	7,404,100	4,816,000	-	4,816,000	
Long-Term Debt	307,200	237,273	-	237,273	
Non-G.O. Operations Expense	24,136,600	13,119,618	7,389,168	5,730,450	77.55%
Non-G.O. CAPITAL Expense	6,248,800	2,140,837	442,747	1,698,090	383.54%
Total Non-G.O. Expense	**30,385,400**	**15,260,455**	**7,831,915**	**7,428,541**	94.85%
Non-G.O. Revenue Less Expense	**$ (100,000)**	**$ 3,939,705**	**$ 4,582,633**	**$ (642,928)**	-14.03%

Utility Fund Detail Budget Report

Month Ending April, 2025

Fund 401	April, 2025 Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
			VERSUS PRIOR YEAR TO DATE		
Operations Revenues					
Charges for Services	$ 4,739,200	$1,756,946	$1,846,596	($89,650)	-5%
Interest	215,000	47,918	50,121	(2,203)	-4%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	7,642,700	0		0	
		0	0	0	
Total Operating Revenues	**$ 23,139,900**	**$1,804,863**	**$1,896,717**	**($91,854)**	-9%
Operations Expenditures					
Sewer Operating Incl. Depreciation	$ 23,139,900	$1,786,916	$1,896,115	$109,199	6%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	**$ 23,139,900**	**$1,786,916**	**$1,896,115**	**$109,199**	**6%**
Operations Margin	**$ -**	**$17,947**	**$602**		
% Gain/(Loss)		**1%**	**0%**		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	$ 16,000	$ 3,359	$10,900	($7,541)	-69%
Impact Fee Interest	100	71	50	21	42%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	**$ 16,100**	**$ 3,430**	**$ 10,950**	**$ (7,520)**	**-69%**
Impact Fee Expense					
Sewer Impact Fee Exp	$ 16,100	$ 1,996	$2,868	$ 872	30%
Total Impact Fee Expense	**$ 16,100**	**$ 1,996**	**$2,868**	**$ 872**	**30%**
Impact Fee Margin	**$ -**	**$ 1,434**	**$ 8,082**	**$ (6,648)**	**-82%**
% Gain/(Loss)		**72%**	**282%**		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	$ 23,156,000	$1,808,294	$1,907,667	($99,373)	
TOTAL FUND Expense	$ 23,156,000	$1,788,912	$1,898,983	$110,071	
FUND Revenue Less Expense		**$19,382**	**$8,684**	**$10,698**	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending April, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	10,800	-
30100 GF Improvements	Improvements	355,000	150,753
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	161,379
30500 PS Vehicles/Equipment	Equipment/Vehicles	1,680,800	1,176,674
30800 GF Transportation	Improvements	299,400	19,450
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	-
32200 GF Leisure Capital	Improvements, Machinery	978,800	632,581
	GENERAL FUND TOTAL	**6,248,800**	**2,140,837**
40800 SWR Equipment	Equipment	166,000	
40900 SWR Improvements	Improvements	11,524,000	70,300
	Capital Offset to Depreciation Exp	(11,690,000)	(70,300)
	GRAND TOTAL	**6,248,800**	**2,140,837**

INVESTMENT REPORT
Month Ending April, 2025

Policy Restrictions

Investment	April, 2025	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	$ 619	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	$ 619	4.48%	0%
TOTAL SBA						**$ 1,239**		**0.0%**
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	$ 2,805,577	2.53%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	General Fund	$ 2,133,036	2.52%	7%
U.S. Treasury Bill	912797NN3	11/29/24	Investment	USGS	General Fund	$ 2,927,361	1.20%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	$ 3,934,777	2.56%	14%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	$ 3,934,077	2.58%	14%
U.S. Treasury Bill	912797NN3	05/29/25	Investment	USGS	General Fund	$ 2,875,531	1.20%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	Sewer Fund	$ 1,646,434	2.58%	6%
U.S. Treasury Bill	912797ND5	11/28/25	Investment	USGS	Sewer Fund	$ 5,619,000	1.07%	20%
U.S. Treasury Bill	912797LN5	05/01/25	Investment	USGS	Sewer Fund	$ 1,686,333	2.56%	6%
TOTAL US TREASURIES						**$ 27,562,126**		**96.3%**
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	$ 10,866	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	$ 869,165	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	$ 22,690	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	$ 36,928	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	$ -	0.00%	0%
TOTAL BANKS						**$ 1,049,985**		**3.7%**

TOTAL CURRENT VALUE @ PERIOD END	**$28,613,349**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**1.8700%**

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
General Fund (excl. G.O. Funds)	$ 27,979,730	$ 28,339,304	$ 24,585,735	$ 24,129,394
Sewer Fund	$ 12,864,859	$ 12,771,416	$ 11,067,258	$ 12,412,780
TOTAL	**$ 40,844,589**	**$ 41,110,720**	**$ 35,652,993**	**$ 36,542,174**
Percent Change for Current	**N/A**	**-0.6%**	**14.6%**	**11.8%**

Month Ending April, 2025

April, 2025

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)		5.60%	$ 619		$35
BoA	Cash-Pool Cash Account (5882)		0.00%	$ 10,397,959		$487
	Includes Contraband Pool Cash			$ 44,055		$0
	Includes Economic Development Cash			$ 546,525		$0
	Includes Capital Improvement Funds			$ 2,700,516		$0
	Less: Pool Cash Due to Sewer Funds			$ (1,853,041)		$0
Seacoast	Cash-Pool Cash Account (0706)	$36,928	0.15%	$ 36,928	$0	$55
Chase	Cash-Pool Cash (2110	$869,165	0.00%	$ 869,165	-	
	Less: Pool Cash Due to Sewer Fund			$ (192,595)		$0
	CD (5936)	$110,336	1.85%	$ 110,336	$0	$2,041
JP Morgan	US Treasury Securities	$18,175,535	2.13%	$ 18,610,359	$434,824	$386,667
ALL GENERAL FUND			**2.66%**	**$ 27,979,730**	**$434,824**	**$389,285**
			PRIOR MONTH	**$ 28,339,304**		

SEWER OPERATING						
SBA	Investment (032)	$619	*5.60%*	$ 619	$0	$35
BoA	Sewer Operating Fund (4319)	$1,833,280	1.14%	$ 1,833,280		$20,899
Seacoast	Cash (4966)	$22,690	0.15%	$ 22,690	$0	$34
	Add: Pool Cash Due From General Fund			$ 1,974,020		$0
JP Morgan	US Treasury Securities	$8,732,280	1.63%	$ 8,951,767	$219,487	$142,206
ALL SEWER OPERATING FUND			**3.61%**	**$ 12,782,377**	**$219,487**	**$163,174**
			PRIOR MONTH	**$ 12,687,936**		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	$ 10,866		$124
	Cash-Pool Cash Due From Gen. Fund			$ 71,616		$0
ALL SEWER IMPACT			**0.15%**	**$ 82,482**	**$0**	**$124**
			PRIOR MONTH	**$ 83,480**		

ALL FUNDS	**1.35%**	**$ 40,844,589**	**$654,311**	**$552,583**
	PRIOR MONTH	$ 41,110,720		
	MONTHLY CHANGE	$ (266,131)		
	MONTHLY CHANGE %	-0.6%		

Month Ending April, 2025

April, 2025

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/29/24	10/30/25	$ 2,864,000		$ 2,753,758	2.53%	*$ 2,805,577*	$ 51,819		$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	$ 2,183,000		$ 2,101,044	2.52%	*$ 2,133,036*	$ 31,992		$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	$ 3,954,300		$ 3,766,585	2.56%	*$ 3,934,777*	$ 168,192		$ 187,715
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	$ 4,016,000		$ 3,857,284	2.58%	*$ 3,934,077*	$ 76,793		$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	$ 2,937,000		$ 2,873,873	1.20%	*$ 2,927,361*	$ 53,488		$ 63,127
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	$ 2,885,000		$ 2,822,991	1.20%	*$ 2,875,531*	$ 52,541		$ 62,009
ALL GENERAL FUND					**$ 18,839,300**		**$ 18,175,535**		**$ 18,610,359**	**$ 434,824**	$ -	**$ 663,765**
								PRIOR MONTH	**$ 18,548,066**			**2.13%**

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	$ 1,685,000		$ 1,619,760	2.58%	$ 1,646,434	$ 26,675		$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797ND5	10/31/24	05/01/25	$ 5,619,000		$ 5,498,270	1.07%	$ 5,619,000	$ 120,730		$ 120,730
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	$ 1,694,700		$ 1,614,251	2.56%	$ 1,686,333	$ 72,082		$ 80,449
ALL SEWER OPERATING FUND					**$ 8,998,700**		**$ 8,732,280**		**$ 8,951,767**	**$ 219,487**		**$ 266,420**
								PRIOR MONTH	**$ 8,920,442**			**1.63%**

ALL FUNDS					**$ 27,838,000**		**$ 26,907,815**		**$ 27,562,126**	**$ 654,311**		**1.97%**
								PRIOR MONTH	$ 27,468,508			
								MONTHLY CHANGE	$ 93,617			
								MONTHLY CHANGE %	0.3%			

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 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 - April 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

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

City of Daytona Beach Shores
Planning & Building Division Statistics
Monthly Report – April, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2

Submitted this Fiscal Year: 4

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
Sines Residence	2425 South Atlantic Avenue, Unit 405	4/1	Remove garden tub and install walk in shower	$26,000.00	$272.44
Corr Residence	3003 South Atlantic Avenue, Unit 16A1	4/1	Replace 5 windows	$22,750.00	$242.16
Sperry Residence	3023 South Atlantic Avenue, Unit 605	4/1	Replace 2 sliding glass doors	$15,585.00	$176.06
Mustin Residence	3757 South Atlantic Avenue	4/1	Replace 2 sliding glass doors	$19,575.00	$212.86
Lautenschlager Residence	2937 South Atlantic Avenue, Unit 1108	4/1	Replace 3 sliding glass doors	$28,500.00	$296.28
City of Daytona Beach Shores	117 Seaway Avenue	4/1	Replace odor control equipment at master pump station	$568,000.00	$0.00
City of Daytona Beach Shores	117 Seaway Avenue	4/1	Electric to replace odor control equipment	$39,500.00	$0.00
City of Daytona Beach Shores	117 Seaway Avenue	4/1	Install 8’ tall cedar wood fence	$15,000.00	$0.00
Magie Residence	3 Oceans West Boulevard, Unit 6B3	4/1	Remodel master bath, new jacuzzi tub, rebuild shower	$52,000.00	$520.29
Oceans Five Condo	2987 South Atlantic Avenue	4/2	Pour front apron, repair curb and CMU wall	$20,435.00	$220.81

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Beach Club Condo	3727 South Atlantic Avenue	4/3	Fill load bearing CMU wall to repair damage	$12,000.00	$143.50
Turtle Inn Beach Club	3233 South Atlantic Avenue	4/3	Repair concrete block at the north retaining wall	$28,000.00	$675.91
Oceans Cloverleaf North	4 Oceans West Blvd.	4/4	Main line disconnects, lights in machine room	$24,623.00	$259.44
Sherwin Condo	2555 South Atlantic Avenue	4/7	Replace pool gas heater with electric heater	$18,300.00	$201.11
Dimucci Towers 14	3797 South Atlantic Avenue	4/7	Fully adhered TPO reroof	$106,000.00	$1,035.05
Meyrath Residence	2638 South Peninsula Drive	4/7	Install coquina in front of seawall	$115,000.00	$1,120.84
Fantasy Island	3175 South Atlantic Avenue	4/7	Re-roof section D, flash to existing drains	$257,822.45	$2,482.28
Daytona Seabreeze	3125 South Atlantic Avenue	4/7	Install ISO system on section B, concrete board on section B and D	$278,364.00	$2,678.09
Hamill Residence	2940 Oceans Trace	4/9	Master bath remodel, new shower, tub, and vanity	$10,500.00	$130.00
IHOP Restaurant	2204 South Atlantic Avenue	4/10	Change out 10 ton full split HVAC system	$29,261.00	$303.53
Simone Residence	3051 South Atlantic Avenue, Unit 1104	4/10	Remodel complete unit	$30,000.00	$310.58
Palm Bay Resort	2525 South Atlantic Avenue	4/10	Replace window glass and damaged drywall	$821,522.00	$15,619.90
Peck Plaza	2625 South Atlantic Avenue	4/11	Install 316’ of 10’ tall chain link fence with 2 gates	$34,765.00	$347.31
Taylor Residence	2 Oceans West Boulevard, Unit 1107	4/14	Install 3 motorized rolldown hurricane shutters	$17,498.00	$193.70
Grand Coquina Condo	3333 South Atlantic Avenue	4/14	Install 7 motorized rolldown hurricane shutters	$37,881.00	$385.72
Johnson Residence	2 Oceans West Boulevard, Unit 1709	4/14	Install 3 motorized rolldown hurricane shutters	$18,978.00	$207.37
Haeger Residence	2 Oceans West Boulevard, Unit 1505	4/14	Install 3 motorized rolldown hurricane shutters	$22,944.00	$243.94
Colgin Residence	2 Oceans West Boulevard, Unit 1009	4/14	Install 3 motorized rolldown hurricane shutters	$14,726.00	$168.14
Kazmarek Residence	2 Oceans West Boulevard, Unit 1700	4/14	Install 5 motorized rolldown hurricane shutters	$21,452.00	$230.18
Oceans Six Condo	2967 South Atlantic Avenue	4/14	Concrete stairs repair	$15,000.00	$170.66
Shores Club Condo	3815 South Atlantic Avenue	4/14	Repair beach access ramp	$23,795.00	$251.80
Abroma Residence	3800 South Atlantic Avenue, Unit 207	4/14	Extend kitchen 20”, update cabinets	$26,644.00	$278.58
Perry’s Ocean Edge Resort	2221 South Atlantic Avenue	4/15	Install walkover at seawall for beach access	$18,000.00	$198.34
Oceans Atrium	3023 South Atlantic Avenue	4/15	Rebuild beach access walkover	$30,025.00	$310.82

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Fantasy Island	3175 South Atlantic Avenue	4/17	Reconstruct walkway stairs, replace missing railing	$63,000.00	$625.15
Nahon Residence	3703 South Atlantic Avenue	4/17	Change out HVAC system	$11,261.00	$136.85
Shotwell Residence	2924 Sea Oats Circle	4/18	Change out 3 ton A/C system	$10,261.00	$127.84
Tonkin Residence	2901 South Atlantic Avenue, Unit PH103	4/21	Change out 4 ton heat pump system	$10,254.00	$127.78
Quebe Residence	3013 South Atlantic Avenue, Unit 1101	4/21	Replace 2 impact sliding glass doors	$12,990.00	$152.41
Ocean Breeze	2617 South Atlantic Avenue	4/21	Remodel motel rooms	$196,000.00	$1,892.97
Ocean Breeze	2617 South Atlantic Avenue	4/21	Add and replace (10) 1 ton A/C units	$20,000.00	$145.00
Pirates Cove	3501 South Atlantic Avenue	4/21	Replace 3 water heaters	$30,000.00	$310.58
Van Fleet Residence	2515 South Atlantic Avenue, Unit 501	4/22	Install 3 motorized rolldown hurricane shutters	$11,800.00	$141.70
Daoust Residence	3721 South Atlantic Avenue, Unit 1002	4/22	Install 6 motorized rolldown hurricane shutters	$20,100.00	$217.71
Makdessian Residence	3721 South Atlantic Avenue, Unit 1102	4/22	Install 3 motorized rolldown hurricane shutters	$11,500.00	$139.00
Snow Residence	3315 South Atlantic Avenue, Unit 606	4/22	Install 3 motorized rolldown hurricane shutters	$13,000.00	$152.50
Koether Residence	3311 South Atlantic Avenue, Unit 1503	4/22	Install 3 motorized rolldown hurricane shutters	$13,500.00	$157.00
Offerman Residence	3311 South Atlantic Avenue, Unit 1403	4/23	Change out 4 tom heat pump system	$10,116.00	$101.70
Millie's Restaurant	3218 South Atlantic Avenue	4/23	Change out 3.5 ton HVAC system	$15,806.00	$178.08
Dolphin Beach Club	3355 South Atlantic Avenue	4/23	Reroof fully adhered TPO roof	$420,931.00	$4,037.12
City if DBS City Hall	2990 South Atlantic Avenue	4/23	Remove and replace sidewalk	$42,900.00	$0.00
City of DBS Public Safety	3050 South Atlantic Avenue	4/23	Remove and replace driveway	$43,300.00	$0.00
Helmick Residence	2823 South Atlantic Avenue	4/23	Change out (2) HVAC units	$14,950.00	$170.20
Rasapour Residence	2 Oceans West Boulevard, Unit 1606	4/23	Install 5 motorized rolldown hurricane shutters	$21,452.00	$230.18
Hillpot Residence	2 Oceans West Boulevard, Unit 808	4/23	Install 3 motorized rolldown hurricane shutters	$16,243.00	$182.13
Hampton Inn	3135 South Atlantic Avenue	4/23	Remove TPO, install lightweight tapered concrete	$180,000.00	$1,740.45
Towers Ten Condo	3425 South Atlantic Avenue	4/25	Replace parking grille, size for size	$18,817.00	$205.87
Oceanside Inn	1909 South Atlantic Avenue	4/25	Replace 10 ton package unit	$13,000.00	$401.00
Bliss Beach	3218 South Atlantic Avenue	4/28	Replace walk in cooler	$14,900.00	$169.74
El Caribe Resort	2125 South Atlantic Avenue	4/29	Concrete repairs, columns, balcony slab edges, soffit	$12,400.00	$147.10

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Killi Residence	2947 South Atlantic Avenue, Unit 1906	4/30	Replace 2 sliding glass doors	$14,502.00	$166.07
Full House Vacations	2515 South Atlantic Avenue, Unit 701	4/30	Replace 1 entry door, size for size	$16,943.00	$188.59
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	$4,100,371.00	$42,132.41

Building Division Revenue by Permit Category:

PERMIT TYPE	APRIL 2025	FISCAL YEAR-TO-DATE 2024 TO 2025	APRIL 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
BUILDING	$31,037.54	$155,440.97	$21,536.58	$145,957.23
ROOF	$12,351.62	$33,454.08	$1,826.22	$23,780.16
DEMOLITION	$0.00	$0.00	$0.00	$340.00
ELECTRICAL	$2,285.44	$27,888.22	$3,095.62	$18,790.50
MECHANICAL	$4,852.79	$30,843.47	$4,272.02	$28,325.08
PLUMBING	$2,429.43	$17,797.70	$4,320.60	$32,301.08
SIGN	$232.00	$1,603.97	$417.25	$2,773.01
POLITICAL SIGN BONDS	$0.00	$0.00	$220.00	$220.00
STORMWATER MANAGEMENT	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS	$748.31	$2,327.97	$16.50	$1,903.07
DEVELOPMENT FEES	$760.00	$2,150.00	$2,027.50	$12,532.94
PROMOTIONAL ACTIVITIES	$0.00	$0.00	$0.00	$0.00
TOTALS	$54,697.13	$271,506.38	$37,732.29	$266,923.07

Building Division Activities:

ACTIVITY	APRIL 2025	FISCAL YEAR-TO-DATE 2024 TO 2025	APRIL 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
INSPECTIONS	298	1,829	317	2,235
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	2

FINAL INSPECTIONS	145	1,166	201	1,468
FAILED INSPECTIONS	24	107	36	284

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

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: $34,442,146.00

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

COMMUNITY SERVICE DEPARTMENT PUBLIC WORKS & SEWER DIVISIONS MONTHLY REPORT - APRIL 2025

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees and two custodial positions responsible for building maintenance and custodial services at all city facilities. In April the division was down two custodial positions; however one custodial position was under contract with a temp agency.

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 in-house. 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: Worked on ice machine issues, worked on carpet cleaning, reset the AC, assisted with fixing the gutters damaged

in the hurricane, assisted with set ups and custodial work, sprayed algae around building, adjusted running flusher, replaced damaged ceiling tiles

- Public Safety: Worked on sally port door replacement, replaced the stove, checked out a leak in the evidence shed, drained down the fire system for repairs, assisted plumber with jail valve repairs, cleaned joints around sally port doors, cleaned the drains in the jail, cleaned mildew off sheds
- City Hall: Worked on AC issues for the 2nd floor, called elevator company for a weird noise happening, replaced stove, worked on quotes for blind replacement, prepped and painted HR office and IT area, touched up city sign
- Facility Building: Trained temp custodian, lubed garage bay doors, cleaned and painted maintenance shop door, touched up paint around buildings, fixed leaking kitchen sink, fixed broken gate latch at the tennis courts

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician. In April, this division was down three Maintenance Worker positions.

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:

- Repairs to Salida Del Sol walkover
- Repairs to fence at pickleball courts 1-10
- Several employees attended traffic cone school
- Added sand to Emerald Shores and St. Maarten walkovers
- Setup and break down of Tour DeForce event
- Repairs to Fornari Park walkover
- Replaced wood railing near foot wash at the community center
- Built wood railing at St. Kitts walkover
- Replaced 5 picnic tables pickleball courts
- Replaced boards at the 1921 walkover

Electrician:

- Electrical Locates: 102
- Continued work on broken streetlights and light shields
- Started working on removing old conduit and running new from the PS gym electrical room to the fleet garage for new vehicle lift
- Started working on installation of camera at Fornari Park, concrete pole, wiring and control box
- Troubleshoot and repair tripping breaker for tennis court fountains
- Worked on control panel and transfer switch at station 11
- Mount and wire transformer in electrical room at the facility building
- Removed and reinstalled several poles around 3635 Atlantic Avenue for remodel on property
- Installed a new taillight on vehicle 170
- Wired new compressor at facility building
- Replaced the main breaker at lift station 11
- Fixed light at Veterans Park

- Started replacing the lighting at the Court of Flags

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 – 123
- Changed the hour meter at lift station 10
- Checked sewer back up at 3028 S. Peninsula & 2908 Riverpoint Dr
- Installed clean out box at 117 White Cap Avenue
- Raised clean out at 3130 S. Peninsula Drive
- Checked sewer availability at 3521 Cardinal Blvd
- Located and verified a list of water meters for Finance Deptartment
- Helped the electrician install a cement pole for Fornari camera
- Changed out broken exhaust fan at lift station 3 storage shed
- Helped remove two post lift for fleet

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Public Safety Department Monthly Report April 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. April PS monthly report

CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR APRIL 2025

	Apr-25	25/YTD	Apr-24	24/YTD
Police Related Calls	2,364	10,506	2,001	8,205
Fire Related Calls	86	332	86	232
Rescue Related Calls	62	255	67	220
Fire Related Alarms Sounding	23	87	17	85
Traffic Citations	285	889	179	535
Written Warnings	83	342	168	351
Building Inspections	68	291	69	177
Arrests: Adults	33	121	19	83
Juveniles	2	4	0	3
City Ordinance Charges	0	2	0	2
Florida State Statute Charges	42	145	24	100
Accidents: Total	23	80	17	45
Street/Highway	15	44	6	26
Parking Lot	8	36	11	19

Michael Fowler, Public Safety Director

MF 05.06.25

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-04-01 through 2025-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	551	23.31 %	18.37
TRAFFIC STOP	TS	473	20.01 %	15.77
MISCELLANEOUS LE CALL	MISC	461	19.50 %	15.37
PROPERTY CHECK	PRC	133	5.63 %	4.43
MEDICAL EMERGENCY	MED1	47	1.99 %	1.57
SUSP PERSON	SPER	43	1.82 %	1.43
SUSPECT STOP	SS	38	1.61 %	1.27
TELEPHONE HANDLE	THC	38	1.61 %	1.27
SUSP VEHICLE	SVEH	31	1.31 %	1.03
ZONE ACCOUNTABILITY PATR	ZAP	31	1.31 %	1.03
INVESTIGATION	INV	29	1.23 %	0.97
FIRE ALARM	ALARMF	21	0.89 %	0.70
MVA	MV	21	0.89 %	0.70
TOWED VEHICLE	TOW	20	0.85 %	0.67
SUSP INCIDENT	SINC	18	0.76 %	0.60
TRESPASSERS	TRES	17	0.72 %	0.57
911 CK/OPEN LINE	911CK	16	0.68 %	0.53
DISTURBANCE	DIST	15	0.63 %	0.50
FALL - NON EMERGENCY	TRAU3	15	0.63 %	0.50
FLAG DOWN	FLAG	15	0.63 %	0.50
TEST LE CALL	TEST	15	0.63 %	0.50
WALKUP	WALKUP	14	0.59 %	0.47
RADAR	RADAR	13	0.55 %	0.43
DIRECTED PATROL REQUEST	DPR	12	0.51 %	0.40
ILLEGAL PARKING	PARK	12	0.51 %	0.40
MENTALLY ILL PER	MIP	11	0.47 %	0.37
FOUND PROPERTY	PROPF	10	0.42 %	0.33
THEFT	THEFT	10	0.42 %	0.33
WARRANT	WAR	10	0.42 %	0.33
ANIMAL COMPLAINT	AC	9	0.38 %	0.30
NE ASST- FIRE REQ	LEO2	9	0.38 %	0.30
SPECIAL DETAIL	SDL	9	0.38 %	0.30
ASSAULT/BATTERY	ABAT	8	0.34 %	0.27
WELL BEING CHECK	WBC	8	0.34 %	0.27
BLS - MED/TRAUMA	BLS3	7	0.30 %	0.23
BUSINESS ALARM	ALARMB	7	0.30 %	0.23
DRUNK DRIVER	DUI	7	0.30 %	0.23
NARCOTICS	NARC	7	0.30 %	0.23
SEXUAL OFFENDER	SXF	7	0.30 %	0.23
ATT TO CONTACT	ATC	6	0.25 %	0.20
INFORMATION GIVEN	INFO	6	0.25 %	0.20
MEDICAL NON-EMERG	MED2	6	0.25 %	0.20
NOISE	NOISE	6	0.25 %	0.20
RECKLESS DRIVER	RD	6	0.25 %	0.20
WALK & TALK	WT	6	0.25 %	0.20
DISABLED VEHICLE	DAV	5	0.21 %	0.17

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-04-01 through 2025-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ELEVATOR CALL	ELEV	5	0.21 %	0.17
MVA W/ INJURIES	MVI	5	0.21 %	0.17
REPOSSESSED VEH	REPO	5	0.21 %	0.17
TRAUMA CRITICAL	TRAUE	5	0.21 %	0.17
UNCONSCIOUS	UNC	5	0.21 %	0.17
VANDALISM	VAND	5	0.21 %	0.17
DRUNK PERSON	IP	4	0.17 %	0.13
ESCORT	ESCORT	4	0.17 %	0.13
FIRE OUTSIDE STRUCTURE	FOS	4	0.17 %	0.13
HIT&RUN MVA	MVHR	4	0.17 %	0.13
JUVENILE	JUV	4	0.17 %	0.13
ROAD OBSTRUCTION	RDOB	4	0.17 %	0.13
LOST PROPERTY	PROPL	3	0.13 %	0.10
LOST/FOUND PET INFO	PET	3	0.13 %	0.10
STROKE / CVA	CVA	3	0.13 %	0.10
TRAUMA EMERGENCY	TRAU1	3	0.13 %	0.10
CARBREAK	CB	2	0.08 %	0.07
CIVIL COMPLAINT	CIVIL	2	0.08 %	0.07
DEAD PERSON	DEAD	2	0.08 %	0.07
FIGHT	FIGHT	2	0.08 %	0.07
FRAUD	FRAUD	2	0.08 %	0.07
MEDICAL UNKNOWN	ALARMM	2	0.08 %	0.07
POWER LINES HAZARD	PL	2	0.08 %	0.07
SHOPLIFTING	SHOP1	2	0.08 %	0.07
WELL BEING CHECK MEDICAL	WBCF	2	0.08 %	0.07
ABANDONED VEH	AV	1	0.04 %	0.03
ABUSE	ABUSE	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
DANGEROUS COND FD	DCFD	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
FLEEING DRIVER	FLEE	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
OPEN DOOR	OPD	1	0.04 %	0.03
OVERDOSE/POISONING	OD	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03
STEP ZONE	STP	1	0.04 %	0.03
STOLEN VEHICLE	SV1	1	0.04 %	0.03
STRUCTURE FIRE	SF	1	0.04 %	0.03
THREATENING CALL	TCALL	1	0.04 %	0.03
TRAFFIC CONTROL	TC	1	0.04 %	0.03
VEH FIRE	VF	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-04-01 through 2025-04-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
VIOLATION OF PROBATION	VOP	1	0.04 %	0.03
	TOTAL CALLS:	**2,364**	**100.00%**	**78.80**

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

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

TRAINING SEMINARS ATTENDED

Month of April 2025

Zachary Ignoffo	*3/31-4/9*	*Florida General Instructor Techniques-DSC*
Anthony Compierchio	*4/3-4*	*Advanced Roadside Impaired Driving-IPTM*
David Reeves	*4/7-11*	*Speed Measurement Instructor DSC*
Kathryn Gotz	*4/14-17*	*NAWLEE 2025 Conference Orlando*
Conrad Kerins *David Reeves* *Timothy Meineke* *Zachary Ignoffo*	*4/15-16*	*Responding effectively to Complex Incidents-Saboda Training Center*
Norman Medders	*4/15-18*	*NIMS All hazards operations Section chief-Green Cove Springs*
Jack Ransom	*4/19*	*Operation Frontline Resilience Port Orange*
Norman Medders	*4/22*	*Incident Command System Interface Jacksonville*
Anthony Compierchio	*4/28*	*Marijuana Impaired Driving Detection-Orange County SO*
Anthony Compierchio	*4/29*	*Advanced Marijuana Impaired Driving Detection-Orange County*

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

APRIL 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	2
HAZARDOUS CONDITIONS	3	7	9
VEHICLE FIRES	0	1	0
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	3	3	4
VEHICLE CRASHES W/ENGINE RESPONSE	1	3	5
SERVICE CALLS	66	120	234
FIRE ALARMS	23	39	102
CANCELLED EN ROUTE	13	22	63
TOTALS	109	195	420

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	12	10	25	12	21
HOTEL/MOTEL	3	2	14	5	18	15
ASSEMBLY	0	0	3	1	0	0
MERCANTILE	1	3	12	11	21	7
RESTAURANT	3	3	6	0	4	2
BUSINESS	19	2	38	3	54	11
OTHER	7	1	65	1	51	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	2	6	24	10	27	13
TOTALS	39	29	172	56	187	69

PLANS EXAMINATION HOURS: 20 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

APRIL 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	20	93	172
BLS CALLS	42	162	182
TOTALS	62	255	354

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 APRIL 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 rear brake pad & rotor kit	**veh # 155**
Replace battery	**veh # 166**
Replace cabin air filter & blower motor	**veh # 169**

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval for Edward Byrne Memorial Justice Assistance Grant FY 2025-2026

SYNOPSIS:

The City is being awarded $24,500 for a drug detection K9 from the Edward Byrne Memorial Justice Assistance Grant.

FISCAL IMPACT STATEMENT:

No impact to the current fiscal budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to accept the grant funds for a drug detection K9.

ATTACHMENT:
1. Daytona Beach Shores-FY24-25 JAGC 51_ Notification Letter
2. Daytona Beach Shores-FY24-25 JAGC Template for 51_ Letter

May 21, 2025

City of Daytona Beach Shores
Honorable Mayor Nancy Miller
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

Dear Honorable Mayor Nancy Miller,

The FY 2024-25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original signed letters** to the County of Volusia, Division of Community Assistance, Attention: Alex Fox, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **June 21, 2025**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5956 extension 12979 or email at mfox@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Alex Fox

Alex Fox
Planning and Monitoring Manager

CC: Kurt Swartzlander, City Manager

May 21, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Daytona Beach Shores approves the distribution of $138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Recipient	Contractor & Project Purpose	Amount
County of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	$24,500
County of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	$7,855
County of Volusia	The House Next Door: Success by Design Program	$27,538
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	$78,682
	Total	**$138,575**

Sincerely,

Honorable Mayor Nancy Miller
City of Daytona Beach Shores

Date

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval of Tennis Courts Clay Resurfacing Project Independent Contractor's Agreement: J Courts, Inc.

SYNOPSIS:

The City posted an invitation to bid for the resurfacing of clay Tennis Courts 1 through 5 at the Daytona Beach Shores Community Center located at 3000 Bellemead Drive. The tennis courts have not been resurfaced since their construction in 2017. The industry standard for clay court resurfacing is every 3-4 years. City staff maintenance protocols, frequency of play and limited environmental stress have extended the lift and utility of the city tennis courts. However, it is now time to resurface all courts in order to maintain a high quality tennis play.

The original bid specs for resurfacing the tennis courts was drafted prior to Hurricane Milton in October of 2024. During Milton some clay was lost from the playing surfaces. Therefore, the invitation to bid was amended to invite bidders to provide additional clay material on the courts.

The bids received are as follows:

1. J Courts, Inc: Resurfacing the five courts without additional hurricane loss clay: $49,500. Resurfacing the five courts with additional clay lost due to Hurricane Milton: $77,900. Resurfacing all six tennis courts with additional clay lost during Milton: $97,900.
2. Fast Dry Courts, Inc.: Resurfacing the five courts without additional hurricane loss clay: $61,594. Resurfacing the five courts with additional clay lost due to Hurricane Milton: $87,550. No bid was provided for resurfacing all courts, including Court 5.
3. Sport Surfaces, LLC: Resurfacing the five courts without additional hurricane loss clay: $471,250. No bids were provided for resurfacing the five courts with additional clay lost due to Hurricane Milton nor resurfacing all courts, including Court 5.

On April 15, 2025, the staff selection committee unanimously recommended approval of the J Courts, Inc. proposal to include the resurfacing of all six tennis courts with the additional clay that was lost due to Hurricane Milton for a total cost of $97,900. When the FY2024-2025 Budget was approved in September 2024, $70,000 was allocated for this project. Therefore, the additional $27,900 will be utilized from cost savings from other approved budgeted projects already completed and projects eliminated from this fiscal year.

The selection committee consisted of the City Manager, Community Services Director, Deputy Public Works Director and Streets/Parks Supervisor. The City Clerk's minutes of the meeting are attached. Staff has verified the J Courts, Inc. listed references and confirmed their experience and expertise for the job.

FISCAL IMPACT STATEMENT:

There will be no fiscal impact to this current year's budget as other projects came in under budget and those funds will be used to offset the difference between actual bid price and what was budgeted.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Tennis Courts Clay Resurfacing Project Independent Contractor's Agreement with J Courts, Inc. to resurface all six tennis courts with additional clay.

SUGGESTED MOTION:

Approval of Tennis Courts Clay Resurfacing Project Independent Contractor's Agreement with J Courts, Inc. to resurface all six tennis courts with additional clay.

ATTACHMENT:

1. Independent Contractors Agreement-Bid Packet-Tennis Courts Resurface-J Courts Inc.-May 2025
2. Selection Committee Meeting Minutes-5-15-25 Tennis Courts Resurfacing Project

XIV. BID SUBMISSION COVER PAGE

"Life is better here."

City of Daytona Beach Shores
Office of the City Clerk
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

This form must be completed and returned with your Response.

Project Title: ____RESURFACING FIVE CLAY TENNIS COURTS__

Solicitation Number: __ITB - 2025-TENNIS COURTS-0-2025/CS

Bid Due Date and Time: __MAY 5TH, 2025, 2 PM_____

Bid Question Deadline: __APRIL 22, 2025_____

Mandatory Pre-Bid Meeting Date, Time and Location (if applicable) : _____N/A _

SUBMITTER'S INFORMATION

Business Entity Name: ___J COURTS, INC. _____

Mailing Address: ___2604 WRENCREST CIRCLE, VALRICO, FL, 33596 ___

Principal's Name, Phone Number and Email Address: DIANE HALSTEAD , (813) 810-6923

_____DIANE@JCOURTSINC.COM_____

Project Manager's Name, Phone Number and Email Address: JAMES HALSTEAD, (813)385-6726

___JCOURTSRESURFACING@GMAIL.COM_____

State or Local License Number: ___**FL - 20 YEARS CLAY COURT LASER GRADING EXPERIENCE**

Estimated Time for Project Completion: ___**6 DAYS** _____

Total Bid Amount: $_____**49,500.00**____

(You may attach additional documentation, but please enter the estimated completion time and total bid amount proposed for this request.)

ADDITIONAL DOCUMENTATION:
OPTION 1: ADDITIONAL CLAY TONNAGE AT $800 PER TON (35.5 TONS ADDITIONAL CLAY RECOMMENDED TO 1" ASBA AFTER STORM DAMAGE COURT 1-5 = **$28,400 OPTION ADD ON.** ***ESTIMATED PROJECT TOTAL COMPLETION 8 DAYS , $77,900 TOTAL CONTRACT PRICE***

OPTION 2: ADD COURT #6, $800 PER TON, 22.5 TONS LASER GRADE RESURFACING, $18,000 WITH NEW TAPES AT $2,000, TO BRING BACK TO ASBA 1" AFTER STORM DAMAGE = **$20,000 OPTION ADD ON.** ***ESTIMATED COMPLETION TIME ADD 2-3 DAYS TO PROJECT COMPLETION TIME, 8-9 DAYS. IF OPTION 1 IS CHOSEN, 10-11 DAYS TOTAL FOR ESTIMATED COMPLETION TIME, $97,900 TOTAL CONTRACT PRICE WITH OPTION 1 OR $69,500 WITHOUT OPTION 1.***

We commit to perform the services below, estimated time for project completion of 6 days.

Scope:

The City of Daytona Beach Shores is accepting bids for the complete resurfacing of five clay tennis courts at the Da ytona Beach Shores Community Center located at 3000 Bellemead Drive.

Except for extenuating circumstances, job must be completed by September 30, 2025.

1. Resurface five (5) HydroCourts (#1-5). Each court measuring 60' x 120'.
2. Clean surface to remove visible surface algae and dead material.
3. Remove old lines and nails
4. Scarify surface as needed
5. Redistribute excess usable green HYDROBLEND clay by moving from the low end to the high end,
6. Apply one full truck load (22.5 tons) of new HydroBlend material (+/- 4.5 tons per court) using laser guided grading equipment to help reestablish the court slope.
7. Install new herringbone style line tapes secured with 3" aluminum nails to USTA specifications.
8. Repaint net posts (black).
9. Furnish and install five (5) new Streamliner tennis nets with center straps, and anchor mates with locking bands. 7. Courts shall be rolled to initial firmness. 8.

Contractor Responsibilities:

1. The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the City.
2. The contractor shall be responsible for supervision required to satisfactorily perform the requirements of the contract.
3. The contractor shall be responsible for keeping the areas of work as clean and confined as possible at all times.
4. The contractor must furnish all equipment necessary to satisfactorily complete the requirements of the contract.
5. Contractor shall be licensed by the State of Florida, Department of Business and Professional Regulation to perform the terms of this contract, as may be required.
6. All wastes shall be disposed into a contractor provided dumpster.
7. Provide training session for city maintenance personnel.
8. Contractor shall provide work meeting the specifications outlined in Section III below.

Total Bid Amount: $49,500.00

ADDITIONAL DOCUMENTATION:

- **OPTION 1:** ADDITIONAL CLAY TONNAGE AT $800 PER TON (35.5 TONS ADDITIONAL CLAY RECOMMENDED TO 1" ASBA AFTER STORM DAMAGE COURT 1-5 = **$28,400 OPTION ADD ON.** ESTIMATED PROJECT TOTAL COMPLETION 8 DAYS, **$77,900 TOTAL CONTRACT PRICE**

- **OPTION 2:** ADD COURT #6, $800 PER TON, 22.5 TONS LASER GRADE RESURFACING, $18,000 WITH NEW TAPES AT $2,000, TO BRING BACK TO ASBA 1" AFTER STORM DAMAGE = **$20,000 OPTION ADD ON.** ESTIMATED COMPLETION TIME ADD 2-3 DAYS TO PROJECT COMPLETION TIME, 8-9 DAYS. IF OPTION 1 IS CHOSEN, 10-11 DAYS TOTAL FOR ESTIMATED COMPLETION TIME, **$97,900 TOTAL CONTRACT PRICE** WITH OPTION 1 OR **$69,500 WITHOUT OPTION 1.**

The work shall include all labor, materials, equipment, tools, transportation services, clean up and incident als necessary to complete all work required per the specifications.

Diane Halstead
Owner / CEO
(813) 810-6923

J COURTS REFERENCES:

1. **The City of Plant City**
   Robert Rosenstein - Procurement
   (813) 601-1215
   rrosenstein@plantcitygov.com
   Scope: **Jan, 01, 2024 and May 19, 2025,** 2crts 40 tons total Laser-grade resurface with new line tapes

2. **The City of Marco Island**
   Angela Johenning- Procurement
   (239) 389-5011
   ajohenning@cityofmaoisland.Com
   Scope: **Feb 23, 2024**, 4crts 67.5 tons total Laser-grade with new line tapes

3. **The City of Ormond Beach**
   Lane Carter – Procurement/Engineer
   (386) 676-3296
   Lane.carter@OrmondBeach.org
   Scope: **April 8, 2025**, 8crts, 270+ tons total Laser-grade with new line tapes, new nets, center anchors, and posts, removal of all old clay down to screenings

4. **The City of Melbourne**
   Kristina LaMarche - Procurement
   (321) 608-7064
   kristina.lamarche@mlbfl.org
   FEE Avenue Tennis Complex,
   114 East Fee Avenue,
   Melbourne, FL 32901
   Scope: **May 30, 2025**, 4crts 45 tons total Laser-grade with new line tapes.

CITY OF DAYTONA BEACH SHORES

INVITATION TO BID

PROJECT: RESURFACING OF FIVE CLAY TENNIS COURTS

PROJECT LOCATION: COMMUNITY CENTER, 3000 BELLEMEAD DRIVE, DAYTONA BEACH SHORES, FL

BID ADVERTISEMENT DATE: April 4, 2025
BID DEADLINE: May 5, 2025
OPENING DATE FOR BIDS SUBMITTED: May 5, 2025 at 2PM
BID OPENING LOCATION: CITY HALL, 2990 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118

I. INFORMATION AND INSTRUCTIONS

A. General

The City of Daytona Beach Shores is accepting bids for the complete resurfacing of five clay tennis courts at the Daytona Beach Shores Community Center located at 3000 Bellemead Drive. The contractor will perform job pursuant to the scope of work contained in Section II.B below. Except for extenuating circumstances, job must be completed by September 30, 2025.

B. Bids will be accepted from parties who:

1. Are free of any obligations and interests which might conflict with the interests of the City of Daytona Beach Shores.

2. Have the capacity to provide such services with an experienced professional staff.

C. The City will not be liable for any costs incurred in preparation of bids.

D. The City reserves the right to conduct personal interviews, or require oral presentations, of any or all bidders, prior to selection. The City will not be liable for any cost incurred by the bidder in connection with such interviews (i.e., travel, phone calls, etc.).

E. By submitting a bid, the bidder certifies that he has fully read and understands the request for bids and has a working knowledge of the scope, nature, quantity, and quality of work to be performed.

F. The bidders shall furnish such additional information as the City of Daytona Beach Shores may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder, as it deems appropriate.

G. The City reserves the right to conduct pre-contract negotiations with any or all bidders.

H. The City reserves the right to reject any or all bids, the right in its sole discretion to accept the bid which it considers most favorable to the City's interest, and the right to waive minor irregularities in the procedures. The City further reserves the right to seek new bids when such a procedure is in its best interest.

II. SERVICES TO BE PERFORMED AND INFORMATION REQUIRED FOR EVALUATION OF BIDS

A. General

The City of Daytona Beach Shores is accepting bids for the complete resurfacing of five clay tennis courts at the Daytona Beach Shores Community Center located at 3000 Bellemead Drive. The

contractor will perform job pursuant to the scope of work contained in Section II.B below. Except for extenuating circumstances, job must be completed by September 30, 2025.

B. Scope of Work-General Requirements

The City of Daytona Beach Shores is accepting bids for the complete resurfacing of five clay tennis courts at the Daytona Beach Shores Community Center located at 3000 Bellemead Drive. The contractor will perform job pursuant to the scope of work contained in this section and the Specifications in Section III below. Except for extenuating circumstances, job must be completed by September 30, 2025.

1. The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the City.
2. The contractor shall be responsible for supervision required to satisfactorily perform the requirements of the contract.
3. The contractor shall be responsible for keeping the areas of work as clean and confined as possible at all times.
4. The contractor must furnish all equipment necessary to satisfactorily complete the requirements of the contract.
5. Contractor shall be licensed by the State of Florida, Department of Business and Professional Regulation to perform the terms of this contract, as may be required.
6. All wastes shall be disposed into a contractor provided dumpster.
7. Provide training session for city maintenance personnel.
8. Contractor shall provide work meeting the specifications outlined in Section III below.

C. Insurance

The Contractor shall purchase and maintain, at its own expense, the types and amounts of insurance, in form and companies satisfactory to the City as enumerated in the Independent Contractor's Agreement which is attached hereto and made a part hereof and which shall be agreed upon and executed by the Contractor upon award and acceptance of the bid. In addition, a performance and payment bond is required.

III. SPECIFICATIONS

The City of Daytona Beach Shores is accepting bids for the complete resurfacing of five clay tennis courts at the Daytona Beach Shores Community Center located at 3000 Bellemead Drive. The contractor will perform job pursuant to the scope of work contained in Section II.B and the specifications in this section below:

1. Resurface five (5) HydroCourts (#1-5). Each court measuring 60' x 120'.
2. Clean surface to remove visible surface algae and dead material.
3. Remove old lines and nails, scarify surface as needed, redistribute excess usable green rock from the low end to the high end, apply one full truck load (22.5 tons) of new HydroBlend material (+/- 4.5 tons per court) using laser guided grading equipment to help re-establish the precise court slope and a more optimal surface depth.
4. Install new herringbone style line tapes secured with 3" aluminum nails to USTA specifications.
5. Repaint net posts (black).
6. Furnish and install five (5) new Streamliner tennis nets with center straps, and anchor mates with locking bands.
7. Courts shall be rolled to initial firmness.
8. The work shall include all labor, materials, equipment, tools, transportation services, clean up and incidentals necessary to complete all work required per the specifications.

IV. INFORMATION REQUESTED OF THE BIDDER

In order to provide a uniform review process and to obtain the maximum degree of equity and comparability, it is requested that bids be delivered and organized in the manner specified below.

1. **Cover Page Form: See attached. This form must be used and affixed as the cover page of your submission.**
2. **Letter of Transmittal: A letter of transmittal, not to exceed two pages in length, should contain the following:**

   - **State the bidder's understanding of the scope of the service to be performed.**

- **Make a positive commitment to perform the services as described in the bid.**
- **Show the total project cost.**

3. **References: The bidder will be required to include three (3) client references with their bid. These references should include the name of the client, name of contact person, telephone number, address and type of work performed.**

V. EVALUATION OF BIDS

The contract will be awarded to the most responsible and responsive bidder providing the highest quality services, within the prescribed timeframe, at the most reasonable cost, which will be considered in the best interest of the City.

VI. ADDITIONAL INFORMATION (GATHERING PROCESS)

A. To ensure fair consideration for all bidders, the City prohibits communication to, or with, any department or employee, other than the City Clerk, during the submission process.

B. Any questions relative to interpretation of specifications or the bid process shall be directed to:

Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: 386-763-5364

Preferred method of contact:
cschwab@cityofdbs.org

All Questions must be submitted no later than 2:00pm on April 22, 2025.
Please contact the City Clerk to arrange a site visit if required. Questions received and answers given will be posted on the city website.

VII. RECEIPT OF BID

Sealed bids, one (1) original with three (3) copies, plus one digital copy on a flash drive, will be received by the Office of the City Clerk at the date specified. Bids will not be accepted after this time. Bids shall be addressed and sent as follows:

Bid Deadline: May 5, 2025 (2:00pm)

1. For Mail Delivery:

City Clerk
(SEALED BID- RESURFACING OF FIVE CLAY TENNIS COURTS)

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

2. For Hand Delivery:

City Hall
City Clerk
(SEALED BID- RESURFACING OF FIVE CLAY TENNIS COURTS)
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

3. Submitted envelopes should be clearly marked with the bid project name.

IX. BIDS BINDING FOR 120 DAYS

All bids submitted shall be binding for one hundred and twenty (120) calendar days from commencement of work.

X. LATE BIDS

Bids received by the City after the time specified for bid opening will not be considered.

Bid Deadline: May 5, 2025 (2:00pm)

XI. BIDDER'S WARRANTY

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

1. He/She is an officer of the organization.

2. He/She has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set forth in this request for bid.

3. If this bid is accepted, a blanket purchase order will be issued as proposed subject to any modification which may be mutually agreed upon by the City and the bidder.

4. Upon the City's issuance of a purchase order, this set of specifications, along with the Independent Contractor's Agreement, will serve as the agreement.

PROPOSED BY: _____

NAME, TITLE (typed or printed): DIANE HALSTEAD - OWNER

NAME OF COMPANY: J COURTS, INC.

MAILING ADDRESS: 2604 WRENCREST CIRCLE

CITY, STATE AND ZIP: VALRICO, FL 33596

AREA CODE/ TELEPHONE NUMBER: 813-810-6923

SIGNATURE: _____

DATE: May 2, 2025

STATE OF Ohio
COUNTY OF Franklin

THE FOREGOING instrument was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 2 day of May 2025, by Diane Halstead, who is personally known to me or who has produced DL as identification.

_____
Notary Public

JENNIFER COTSMIRE
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires Sept. 3, 2027

XII. ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: J COURTS, INC

ADDRESS: 2604 WRENCREST CIRCLE

CITY AND STATE: VALRICO, FL

TELEPHONE: 813-810-6923

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

TITLE: CEO / OWNER

STATE OF Ohio
COUNTY OF Franklin

THE FOREGOING instrument was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 2 day of May, 2025, by Diane Halstead, who is personally known to me or who has produced DL as identification.

NOTARIAL SEAL STATE OF OHIO
JENNIFER COTSMIRE
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires Sept. 3, 2027

_____
Notary Public

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

NO BID (Reason):

XIII. DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement: notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* , to any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Signature

XV: 1INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN THE CITY OF DAYTONA BEACH SHORES, FLORIDA AND J COURTS, INC.

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the " CIT Y "), and J COURTS, INC, a Florida CLAY TENNIS COURT LASER GRADE RESURFACING (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

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

WHEREAS, Contractor is in the business of CLAY TENNIS COURT LASER GRADE RESURFACING in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Invitation To Bid, identified as (ITB-2025-TENNIS COURTS-0-2025/CS), and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

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

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

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

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

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant

control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

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

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

2. **Description of Work.**

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

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

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

d.CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term**. Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.

4. **Payment.**

a.The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.

b.Progress payments, if any, will be made as set forth in Scope of Services.

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

5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.

6. **Project management.**

a.The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.

1.CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.

2.CONTRACTOR's Project Manager is _RESURFACING FIVE CLAY TENNIS COURTS__, or his designee

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

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

b.To CONTRACTOR: __J COURTS, INC. ATTENTION: DIANE HALSTEAD, 2604 WRENCREST CIRCLE, VALRICO, FL 33596 _____

8. **Insurance.**

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

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

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

2.Commercial General Liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

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

4.Fire damage liability shall be included at $500,000.00.

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

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

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

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

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

c. **Personal nature of Agreement; Assignment.**

1. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

2. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR

must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d.**Discrimination.**

1.CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

2.CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e.**Independent contractor.**

1.CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

2.CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

3.CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f.Indemnification.

1.CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

2.In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

3.The indemnification provisions of this paragraph will survive the termination of this Agreement.

g.**Public records.**

1.CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1.Keep and maintain public records required by the CITY to perform the service.

2.Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.

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

2."Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

3.If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

4.CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.

5.CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

6.Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

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

unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat

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

l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth is section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the

contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

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

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

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

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

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

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

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

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

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

11. **Special Provisions.**

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

(SIGNATURE PAGE FOLLOWS)

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY: **CITY OF DAYTONA BEACH SHORES:**

_____ _____

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

NAME OF CONTRACTOR - J Courts, Inc.

SIGNATURE
Print Name: DIANE HALSTEAD
Title: CEO / OWNER

STATE OF Ohio
COUNTY OF Franklin
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1 day of May, 2025, by Diane Halstead of J Courts Inc a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced DL as identification.

Signature of Notary Public - State of Florida
Printed/Typed/Stamped Name of Notary
My commission expires: 9.3.27

Approved for form and content by:

JENNIFER COTSMIRE
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires Sept. 3, 2027

Vose Law Firm, City Attorney

Resurfacing of Five Clay Tennis Courts
Questions and Answers

1) Will you consider like for like substitution on the Tennis Nets?
No, we request that Streamliner nets be used as stated in the bid documents.

2. Can you amend the requirements for License for the DBPR, as the DBPR does not offer a specific license for tennis court resurfacing. We have been laser grade resurfacing since 2005 and resurfaced over 10,000 courts. Usually we see "5 years minimum requirements in clay court resurfacing".
If there is no license available then minimum of 5 years experience will suffice.

3. Here are our findings after measuring the clay core samples across the courts. The measurements to bring your courts up to 1" clay depth per the American Sports Builders Association / ASBA to re-establish the precise court slope for optimal drainage.

Court 1 - 15 tons to 1" ASBA,

Court 2 - 8 tons to 1" ASBA,
Court 3 - 10 tons to 1" ASBA,
Court 4 - 10 tons to 1" ASBA,
Court 5 - 15 tons to 1" ASBA,

Court 6 - 18 tons to 1" ASBA
*This is not part of bid, we thought you may want the clay core measurements for future project

Normally a 5 ton per court laser grade is standard if you had 3/4" clay depth. A tennis court holds 40 tons clay to make up the 1" clay depth. The minimum to laser grade a tennis court is 3/4" clay depth or 30 tons needs to be on court to reach the reduced slope. Because the courts do not all have the 3/4" currently on them I would recommend a minimum of 5 tons per court to reach the 3/4" reduced slope. If you would still like less clay the minimum to laser grade should be 5 tons per court to hide the scarification lines or 25 tons total.

Please post the clay quantity per court in the answer to this question after receiving this information so we may bid the clay accordingly.

"Tennis courts were impacted by Hurricane Milton in October 2024. Subsequent to a site visit, if deemed necessary, bidder may propose additional HyrdroBlend material beyond what is specified in this invitation to bid, consistent with industry standards. The additional costs for this component shall be itemized separate from the costs associated with the bid specs in this invitation to bid."

Resurfacing of Five Clay Tennis Courts
Questions and Answers

1) Will you consider like for like substitution on the Tennis Nets?
   No, we request that Streamliner nets be used as stated in the bid documents.

Selection Committee

Resurface 5 tennis courts
May 15, 2025
11:30 am

Present: Stewart Cruz, Kurt Swartzlander, Tom Brown, Ryan Lamberson, Cheri Schwab

Three bids were submitted for this project. The budgeted amount was $50,000 and only one bid came in under that, J Courts. It was discussed that Fast Dry was the company who originally created the clay courts and provided an initial estimate for the resurfacing bid last year. The bid from Sport Surfaces was the most expensive and did not provide any training of city personnel as the bid specs stated.

An addendum was posted on April 22nd stating that the tennis courts were impacted by Hurricane Milton in October 2024. Subsequent to a site visit, if deemed necessary, bidder may propose additional HyrdroBlend material beyond what is specified in this invitation to bid, consistent with industry standards. The additional costs for this component shall be itemized separate from the costs associated with the bid specs in this invitation to bid. Only the bid from J Courts addressed including the 6th court which was now showing additional wear. Staff felt it would be beneficial to include the 6th court so all of them would be on the same timeline for future resurfacing. Director Cruz will look at the budget to find the additional funds necessary for the 6th court.

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-07: Towing And Prohibition Of Overnight Parking On City Properties

SYNOPSIS:

Overnight parking of vehicles at City-owned properties, such as the Community Center, has impacted the City's ability to provide adequate parking during planned events. Additionally, vehicles that park long-term on City-owned properties create a hazard to community interests in safety, aesthetics, and cleanliness.

Ordinance 2025-05, if adopted, would amend the Daytona Beach Shores Code of Ordinances, Sec. 22-22, entitled "Conditions Permitting Impoundment," to allow the impoundment of any vehicle parked overnight on any city property without the prior approval of the City Manager, or designee. The Ordinance would also enact a new section 22-73, entitled "Overnight Parking on City-Owned Property," which would (1) prohibit overnight parking of vehicles on any city-owned or controlled property without the prior approval of the City Manager, or designee; and (2) establish that violations may result in vehicle impoundment.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Ordinance 2025-07 as presented.

SUGGESTED MOTION:

Approval of Ordinance 2025-07 as presented.

ATTACHMENT:

1. Ord 2025-07 Overnight Parking-SC-4-28-25
2. Ord 2025-07 Overnight Parking BIS

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO THE PROHIBITION OF OVERNIGHT PARKING ON CITY-OWNED PROPERTY; CHAPTER 22, "PARKING REGULATIONS", AMENDING SECTION 22-22. "CONDITIONS PERMITTING IMPOUNDMENT" AND ESTABLISHING SECTION 22-73. "OVERNIGHT PARKING ON CITY OWNED PROPERTY"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS AND ENACTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida and Section 166.021, Florida Statutes, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 166.04465, Florida Statutes, allows municipalities to impose administrative fees on the registered owner or authorized person (not exceeding 25% of the maximum towing rate) to cover enforcement costs, and collect such fees through authorized wrecker operators or towing businesses; and

WHEREAS, Section 22-22 of the Daytona Beach Shores Code of Ordinances authorizes vehicles to be removed from any street to the nearest rotation wrecker service in service, municipal compound or other place of safety, under the circumstances; and,

WHEREAS, the towing or storing of certain vehicles is further acknowledged as within county or municipality authority under Section 713.78(4)(b), Florida Statutes; and

WHEREAS, it is determined that the overnight parking and storage of vehicles, abandoned or occupied, upon City-owned property represents a hazard to community interests in safety, aesthetic, and cleanliness; and

WHEREAS, the management of use of City-owned property is necessary to promote the health, safety, welfare, and morals of citizens of the City of Daytona Beach Shores; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council of the City of Daytona Beach Shores.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts the above Whereas clauses as legislative findings which shall not be codified as a part of this Ordinance.

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

SECTION TWO: AMENDMENT

Section 22-22, Code of Ordinances of the City of Daytona Beach Shores is hereby amended as follows (underlined text shall mean additions and ~~strikethrough~~ text shall mean deletions):

Sec. 22-22. Conditions Permitting Impoundment

(a) Law enforcement officers may authorize a vehicle to be removed from any street or any property owned or controlled by the City of Daytona Beach Shores to the nearest rotation wrecker service in service, municipal compound or other place of safety, under the circumstances hereinafter enumerated:

(1) When any vehicle, vessel or trailer is parked overnight on any property owned or controlled by the City of Daytona Beach Shores without prior approval of the City Manager or his or her designee.

~~(1)~~(2)When any vehicle is left unattended upon any bridge, causeway or viaduct; or where such vehicle constitutes an obstruction to the regular flow of traffic.

~~(2)~~(3)When a vehicle upon a street is so disabled as to constitute an obstruction to traffic; or the person(s) in charge of the vehicle are, by reason of physical injury, incapacitated to such an extent as to be unable to provide for its custody and removal.

~~(3)~~(4)When a vehicle is found upon the streets and is not in proper condition to be driven.

~~(4)~~~~(5)~~When a vehicle is parked, stopped or standing in violation of any city ordinance or the state traffic control law.

(5)(6)When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.

~~(6)~~(7)Where such vehicle has been parked or stored on the public right-of-way for a period exceeding 24 hours, in other than designated parking areas, and is within 30 feet of the pavement edge.

~~(7)~~(8)When the driver of such vehicle is taken into custody by the police division and such vehicle would thereby be left unattended upon the street; provided, however, that the police department shall, prior to impounding the vehicle, afford the owner or the driver at his/her option a reasonable opportunity, in light of the circumstances, in which to provide for the removal of the vehicle within a reasonable length of time.

In lieu of impounding the vehicle, in a case where neither the driver nor the owner elects to provide for the removal of the vehicle or in cases where neither the driver nor the

owner can provide for the removal of the vehicle within a reasonable length of time, the owner or the driver may elect in writing to allow the vehicle to remain in place, if lawful.

Neither the city nor the individual officer shall be held liable for any damage whatsoever to a vehicle, when the owner of said vehicle or the driver has elected to allow the vehicle not to be removed.

~~(8)~~(9)When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason, or for the prevention of property loss to the vehicle owner.

~~(9)~~(10)When the vehicle is in imminent danger, due to rising tides, vandalism or theft.

~~(10)~~(11)When the vehicle is being or has been used in the commission of a felony and is needed for evidentiary purposes.

***

SECTION THREE: ENACTMENT

Section 22-73, Code of Ordinances of the City of Daytona Beach Shores is hereby enacted as follows (underlined text shall mean additions):

Sec. 22-73. Overnight Parking on City-Owned Property.

(1) No person may cause, allow, or permit any vehicle, vessel or trailer registered in the name of or operated by such person to be parked overnight on any property owned or controlled by the City of Daytona Beach Shores.

(2) Exceptions. Exception to subsection (1) may be granted exclusively on a discretionary basis with prior approval from the City Manager of Daytona Beach Shores or his or her authorized designee. Such written approval shall be displayed at all times on or near the dashboard and shall be completely visible through the windshield of the approved vehicle.

(3) Violations. Violation of the provisions of this section may result in vehicle, vessel or trailer impoundment by an approved third-party service, with such removal, towing, and impoundment, to be authorized and enforced by law enforcement. In this instance the registered owner shall be responsible for any towing service charges and administrative fees incurred.

SECTION FOUR: CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION FIVE: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the Code of Ordinances of the City of Daytona Beach Shores, Florida and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Sections," "Article," or other appropriate word; provided, however, that Sections Two, Three, Four, and Five shall not

be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION SIX: 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 SEVEN: 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.

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO THE PROHIBITION OF OVERNIGHT PARKING ON CITY-OWNED PROPERTY; CHAPTER 22, "PARKING REGULATIONS", AMENDING SECTION 22-22. "CONDITIONS PERMITTING IMPOUNDMENT" AND ESTABLISHING SECTION 22-73. "OVERNIGHT PARKING ON CITY OWNED PROPERTY"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS AND ENACTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ 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:
  a. 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;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

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

The proposed ordinance prohibits the overnight parking of vehicles, abandoned or occupied, upon any property owned or controlled by the City of Daytona Beach Shores in order to protect community interests in safety, aesthetic, and cleanliness.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct impact on private, for-profit businesses anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue

SYNOPSIS:

Ordinance 2025-05, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the residential low intensity future land classification to the recently annexed single-family residential property located at 3836 S. Atlantic Avenue (Exhibit "A"). The application (Exhibit "B") was submitted by Samuel and Janel Coffing, owners of the subject property. Applying a City future land use designation is a requirement of Florida Law when a property is annexed. The property is +/-0.181 acres and is occupied by a 5,018 sq ft residential structure. The proposed amendment is compatible with the current Volusia County future land use category and, as such, the use will remain single-family residential.

FISCAL IMPACT STATEMENT:

BACKGROUND:

GENERAL:
The subject property, located at 3836 S. Atlantic Avenue, was recently annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. Section 171.062, Florida Statutes, limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the former, amending the future land use of the property to Residential Low Intensity, which is consistent with the existing and surrounding land uses and the current Volusia County Urban Low Intensity future land use classification. Additionally, the property owner has also submitted an application to rezone the property to the City’s RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

PLANNING ANALYSIS:

See Exhibit "C" for Planning Analysis.

PUBLIC NOTICE:
Evidence of due public notice (Exhibit "D") has been submitted to the office of the City Clerk.

PLANNING AND ZONING BOARD:
The City's Planning and Zoning Board recommended approval of Ordinance 2025-05 on April 14, 2025.

CITY COMMISSION: The City Commission approved Ordinance 2025-05 at first reading on May 6, 2025.

VOLUSIA GROWTH MANAGEMENT COMMISSION (VGMC): Pursuant to Volusia County Charter, Sec. 202.3, application for Comprehensive Plan Consistency Certification was sent for review to the VGMC on May 12, 2025. Certification is anticipated to be granted prior to the second reading of this ordinance.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-05 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2025-05 as presented."
OR
2. "I move to deny Ordinance 2025-05, on the basis of the following..."

ATTACHMENT:

1. Ord 2025-05 - FLUMA, 3836 S. Atlantic Avenue
2. Exhibit A
3. Exhibit A - FLUMA Location Map, 3836 S. Atlantic Avenue
4. Exhibit B
5. Exhibit B - FLUMA Application, 3836 S. Atlantic Avenue
6. Exhibit C
7. Exhibit C - FLUMA Planning Analysis, 3836 S. Atlantic Avenue
8. Exhibit D
9. Exhibit D - FLUMA Notice Requirements Met, 3836 S. Atlantic Avenue
10. Exhibit E
11. Exibit E - FLUMA BIEF, 3836 S. Atlantic Avenue

ORDINANCE NO: 2025-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3836 SOUTH ATLANTIC AVENUE, TAX PARCEL ID 6302 05 07 0190; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores has the authority to amend its Comprehensive Plan pursuant to Part II, Chapter 163, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to small scale development activities as provided in Section 163.3187(1)(c), *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Board, which is the local planning agency of the City, and City Commission of the City of Daytona Beach Shores have conducted public hearings and issued notices required by Florida law in the preparation and enactment of this Ordinance; and

WHEREAS, Samuel and Janel Coffing, owners of the real property bearing Volusia County Tax Parcel ID 6302 05 07 0190 and generally located at 3836 S. Atlantic Avenue, submitted an owner-initiated Comprehensive Plan/Future Land Use Map Amendment Application to the City of Daytona Beach Shores on April 30, 2024; and

WHEREAS, Samuel and Janel Coffing, owners of the subject property, are requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Residential Low Intensity; and

WHEREAS, the City Commission of the City of Daytona Beach Shores declares that the purpose and intent of the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is to guide future growth and development; encourage the most appropriate use of the land, water and other resources, consistent with the public interest, promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate facilities and services; conserve and protect natural resources within the City, while protecting private property rights; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that this Ordinance serves the best interest of the City of Daytona Beach Shores; and

WHEREAS, underlined words shall constitute additions to the original text of the Comprehensive Plan, *** shall constitute ellipses, and ~~strike through~~ shall constitute deletions to the Comprehensive Plan.

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, "Future Land Use Element," containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.181 acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Residential Low Intensity as to property as described in Exhibit "A" as follows:

Location Address	Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
3836 S. Atlantic Avenue	6302 05 07 0190	Residential Low Intensity

SECTION TWO: **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

SECTION THREE: CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION FIVE: NON-CODIFICATION. This Ordinance shall be 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 in the *City of Daytona Beach Shores Comprehensive Plan* and on the Future Land Use Map of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall become effective, in accordance with the provisions of Section 163.3187, *Florida Statutes*, thirty-one (31) days after enactment; provided, however, if this Ordinance is challenged within thirty (30) days after enactment, this Ordinance shall not become effective until the Florida Department of Community Affairs, acting as the State Land Planning Agency, or the Administration Commission, respectively, issues a final order determining that the small scale development amendment to the *City of Daytona Beach Shores Comprehensive Plan* set forth in this Ordinance is in compliance.

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"

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.

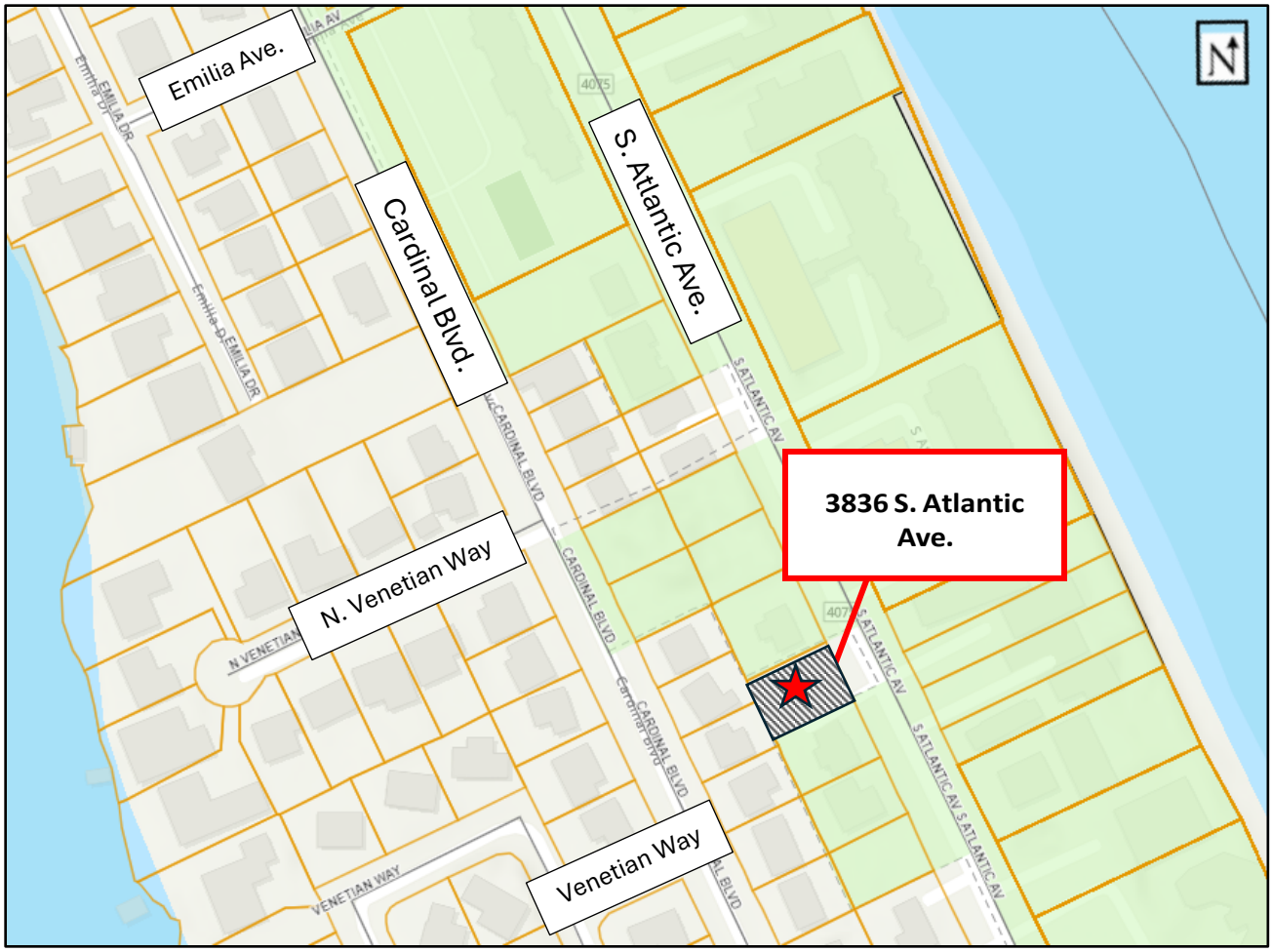
Exhibit A

3836 S. Atlantic Ave.

FLUMA Location Map

Ord. 2025-04

(1 page)



Location Map: 3836 S. Atlantic Avenue

Exhibit B

3836 S. Atlantic Ave.

FLUMA Application

Ord. 2025-05

(1 page)

071541

RECEIVED
APR 30 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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

12024016

APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP AMENDMENT

The Undersigned Applicant requests the Planning and Zoning Board AND City Council to hear and decide upon this application in accordance with Sec. 2-2 of the Land Development Code and Florida Law.

Date Submitted: 4 / 30 / 2024

Applicable Section of the Comprehensive Plan: _____

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

Applicant's Name: Sam & Janel Coffing

Address: 3836 S. Atlantic Ave Phone #: 386-679-9128

Property Address: 3836 S. Atlantic Ave DB 32118

Existing Property Use: same as above

Representing Attorney (if any): _____

Address: _____ Phone #: _____

NOTES: 1) Notarized letter of authorization from owner MUST be submitted if application is filed by anyone other than the owner. 2) A completed application MUST be submitted at least 45 days prior to the anticipated Planning and Zoning hearing date.

Legal description of the property:

_____

_____

_____

Description of your request:

Annex in Daytona Beach Shores

_____

_____

Janel Coffing
Applicant's Signature

04 / 30 / 2024
Date

Exhibit C

3836 S. Atlantic Ave.

FLUMA Planning Analysis

Ord. 2025-05

(9 pages)

PLANNING ANALYSIS

Ordinance 2025-05

Comprehensive Plan Future Land Use Map Amendment - 3836 S. Atlantic Avenue

A. INTRODUCTION

The subject application was submitted to the City on April 30, 2024, by the property owners, Samuel and Janel Coffing. The proposed amendment, if approved, would change the future land use designation of an annexed single-family residential property, located at 3836 S. Atlantic Avenue and having an acreage of 0.181+/-, from Volusia County *Urban Low Intensity (0.2-4.0 units/acre)* to Daytona Beach Shores *Residential Low Intensity (0-4.0 units/acre)*. The subject property has a single-family residential home on the site, and bears Volusia County Tax Parcel ID 6302 05 07 0190. Approval of the subject application would result in a small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

B. PROPOSED AMENDMENT ITEM

Item 1: Map Amendment – Chapter 1, Future Land Use Element: amending L-4 entitled, "Generalized Future Land Use Map (2030)," to change future land use classification of the recently annexed property located at 3836 S. Atlantic Avenue from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*.

Overview:

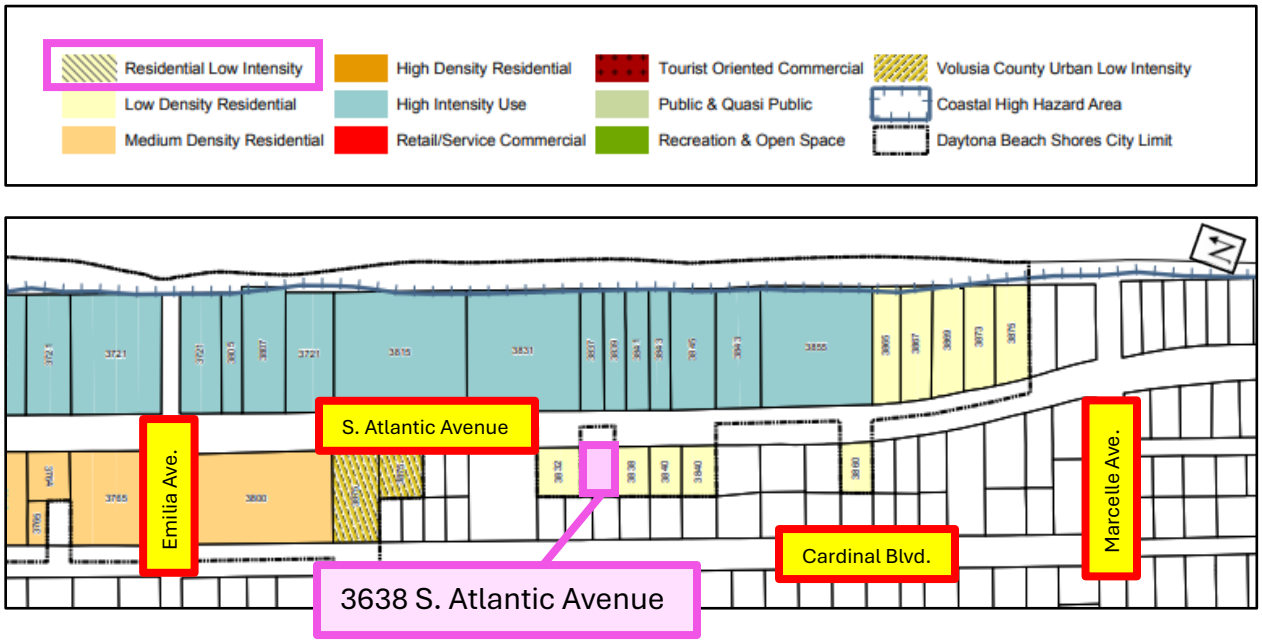
The property is currently occupied by a single-family residential structure (5,018 sq ft). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are Urban Low Intensity (0.2-4 unit/acre) and *R-9 Urban Single-Family Residential District*, respectively. The surrounding future land use designations and zoning classifications are depicted in Table 1 below, while the future land use is illustrated in Figure 1. The subject request is to change the FLU designation to Daytona Beach Shores *Residential Low Intensity* (0-4 units/acre).

Table 1: Abutting Zoning and Future Land Use Classification

Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	R-9	RSF-2	*Volusia County Urban Low Intensity*	*Residential Low Intensity*
North	RSF-2		Residential Low Intensity	
South	RSF-2		Residential Low Intensity	
East	T/RMF-1		High Intensity	
West	R-9		Volusia County *Urban Low Intensity*	

Notes: R-9 = Volusia County *Urban Single-Family Residential District*
RSF-2 = DBS *Urban Single-Family Residential Detached District*
T/RMF-1 = DBS *Hotel/Motel District* or *Multi-Family Residential District (High Density)*

Figure 1: 3836 S. Atlantic Avenue – Surrounding Future Land Use



Description, Data and Analysis:

The analysis conducted below demonstrates the amendment's compliance with the City's Comprehensive Plan and the Florida Administrative Code for future land use map amendments. Therefore, the analysis shows that there will be no significant impacts on the environment, roadways, public schools, and utilities as the allowable densities and use will remain the same.

C. IMPACTS OF PROPOSED AMENDMENT

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Residential Low Intensity*, the maximum density allowed is also four (4) units per acre. Therefore, the proposed land use amendment would not result in any change in residential density permitted. Given the +/-0.181-acre size of the property, the proposed amendment would allow only one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

The property is currently occupied by a single-family residential structure. Additionally, the proposed Daytona Beach Shores zoning for this property, RSF-2 *Urban Single-Family Residential Detached District*, would permit only one residential dwelling unit on site. So, from a practical and planning perspective the proposed future land use change will result in no net change in density and impacts.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department of Commerce and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the proposed designation (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

Table 2: Impact Analysis (Theoretical Maximums)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population[1]	1.6	1.6	None
AM / PM Peak Hour Trips[2]	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day)[3]	250	250	None
Potable Water (gallons/day)[4]	176	176	None
Solid Waste (lbs./person)[5]	16	16	None
Stormwater Drainage[6]	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
   Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the *Land Development Code*.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

A. 2020 US Census
B. ITE Trip Generation Manual, 8th Edition
C. Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

Transportation:

The subject property is a single-family property with vehicular transportation access to the abutting S. Atlantic Avenue, which connects to Dunlawton Boulevard (SR 421), a principal arterial road leading to the interstate system. These two roads are currently operating at acceptable levels of service. There will be no net change in vehicular trips as demonstrated in **Table 2** above and the allowed LOS standard will continue to be maintained.

Sanitary Sewer:

The City's adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. Using this standard, the proposed land use would theoretically generate a demand of 250 gallons per day consistent with the current future land use. However, since no increase in the number of entitled dwelling units would occur, there is no net change in theoretical demand. Regardless, it should be noted that the City of Port Orange sewer treatment facility is currently operating at an acceptable level of service.

Potable Water:

The City's adopted LOS standard for potable water is 110 gallons per capita per day. Using this standard, the proposed land use would theoretically create a demand of 176 gallons of water per day. No increase in number of theoretical dwelling units or demand will occur. In addition, the current potable water usage is already accounted for in Port Orange's current consumptive use permit (CUP).

Solid Waste Collection:

The proposed land use allows for one (1) residential unit that would be expected to support a population of 1.6 persons, which together would theoretically generate 16 pounds of solid waste per day. Solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is developed, the parcel must have the same ability to store and discharge water after development as it does before development occurs. The applicants would be required to address stormwater retention on the property in accordance with these City standards.

Recreation and Open Space:

The proposed amendment would theoretically add 1.6 residents to the City of Daytona Beach Shores. The City's most recent population count was 5,179 (2020 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it may be concluded that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 3** below.

Table 3: Recreation Facilities Analysis

Type of Park/ Recreational Facility	Unit of Measure/LOS Standard	Current LOS (Facilities)	Deficit
Playgrounds	one per 10,000 people	**1**	None
Neighborhood Park	one per 10,000 people	**5**	None
Community Park	one per 25,000 people	**1**	None
Children's Play Areas	one per 10,000 people	**1**	None
Baseball/Softball Field	one per 15,000 people	**1**	None
Tennis Courts	one per 2,000 people	**11**	None
Community Center	one per 20,000 people	**1**	None
Playgrounds	one per 10,000 people	**1**	None
Neighborhood Park	one per 10,000 people	**5**	None

Public Schools:

Based on the Volusia County School District's student generation rate for a single-family dwelling unit, the proposed land use could generate at least one (1) full-time student. Due to the residential density neutrality of the proposed change, the same result could be generated by the existing Volusia County future land use due. Therefore, no increased impact on existing public school facilities is expected. Further, due to the aforementioned, the FLU amendment is exempt from the School District review.

D. LAND USE COMPATIBILITY

The land use of nearby properties on the west side of S. Atlantic Avenue is primarily single-family residential in character (**Figures 1 and 2**).

Figure 2: Aerial View of 3836 S. Atlantic Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2024

Considering above **Figures 1 and 2**, along with **Table 1** on Page 2 of this Planning Analysis, the proposed land use, which is a density-neutral land request, is consistent with the existing and future land use of the prevailing pattern of the neighborhood.

E. APPLICABLE PLANS, CODES AND REGULATIONS

Future Land Use Element (Daytona Beach Shores Comprehensive Plan):

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

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

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

Capital Improvement Element:

Policy 9-1.3: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

(a)	**Sanitary Sewers:**	250 gallons per dwelling unit per day
(b)	**Solid Waste:**	10 pounds per capita per day
(c)	**Drainage:**	25-year, 24-hour design storm
(d)	**Potable Water**:	110 gallons/capita/day (gcd) for Port Orange Service Area
		150 gcd for Daytona Beach Service Area
(e)	**Roadways:**	Arterials: LOS "D" at peak hour
		Collectors: LOS "C" at peak hour
(f)	**Recreation:**	See Table 3 above

F. REVIEW CRITERIA AND STAFF FINDINGS

1. The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

   Staff finding: The proposed land use amendment is density neutral. Consequently, no increase in traffic is anticipated as a result of the proposed change, therefore: (a) there will be no decrease in the adopted LOS Standard for S. Atlantic Avenue or Dunlawton Boulevard; and (b) considering the aforementioned, the hurricane evacuation clearance time shall remain the same for the subject roads in question.

2. Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

Staff finding: The proposed land use amendment is density-neutral, and the site is already developed. Therefore, no increase in demand is anticipated and no written assurances are needed from service providers since services are already being provided for at the accepted LOS standard.

3. The amendment shall not result in objectionable land use designations inconsistent with the character of the overall future land use plan.

   Staff finding: The proposed amendment will not result in an incompatible land use designation with adjacent parcels, the neighborhood, or overall character of the future land use plan. The proposed *Residential Low Intensity* (0-4 units/acre) designation will provide for a single-family residence and is therefore compatible with the surrounding residential low-density (single-family) space land uses.

4. The amendment shall not decrease the LOS Standards for public facilities adopted in Policy 9-1.3 of the City's Comprehensive Plan.

   Staff finding: The proposed land use amendment is density neutral, therefore, no increase demand on public facilities is anticipated.

G. CONCLUSION:

STAFF: The proposed land use amendment is consistent with overall goals, objectives, and policies of the Daytona Beach Shores Comprehensive Plan (2030).

PLANNING & ZONING BOARD: The Planning and Zoning Board recommended approval of Ordinance 2025-05 at a meeting held on April 14, 2025.

Exhibit D

3836 S. Atlantic Ave.

FLUMA Notice Requirements Met

Ord. 2025-05

(17 pages)

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

March 14, 2025

RE: 3836 S. Atlantic Avenue, Short Tax Parcel ID: 6302 05 07 0192
Future Land Use Map Amendment and Rezoning Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores has received a voluntary annexation application, future land use map amendment, and rezoning application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the future land use map amendment and rezoning applications as follows:

- **Planning and Zoning Board: April 14, 2025, at 8:30 a.m.**
- **City Commission (1st Reading): May 6, 2025, at 6:00 p.m.**
- **City Commission (Adoption): June 3, 2025, at 6:00 p.m.**

The public hearings will be held in the City Commission Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the American with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's office no later then five days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

CC: Cheri Schwab, City Clerk
Stewart Cruz, AICP/Community Services Director

Letters sent to:

North

Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

East

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

Donald W. Banker, as Trustee of the Banker Family Trusts: #2A & #2B
400 Washington Street
Lynchburg, VA 24504-2618

South

Charles Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Karmen Coon Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

West

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127



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

Postage $0.73

Total $9.68

3836

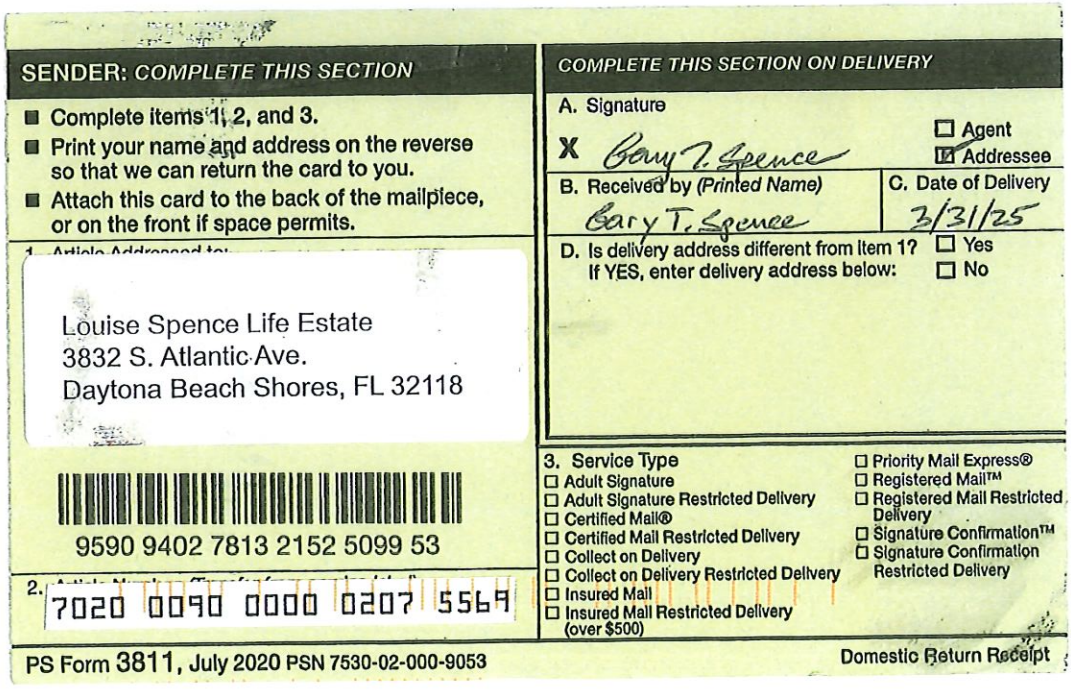
POST OFFICE MAIN OFFICE
MAR 15 2025
USPS 32127
03/15/2025

Postmark Here

Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5569



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 53

2. 7020 0090 0000 0207 5569

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Gary T. Spence ☐ Agent ☑ Addressee

B. Received by (Printed Name) Gary T. Spence
C. Date of Delivery 3/31/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

VIA CERTIFIED MAIL

March 14, 2025

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

Pursuant to Sec. 2-2 of the City's *Land Development Code*, please be advised of the attached notice and post a copy of the same in a place where it will likely be seen by the occupants of the condominium. If you have questions, please feel free to contact me at (386) 763-5376.

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

VIA CERTIFIED MAIL

March 14, 2025

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

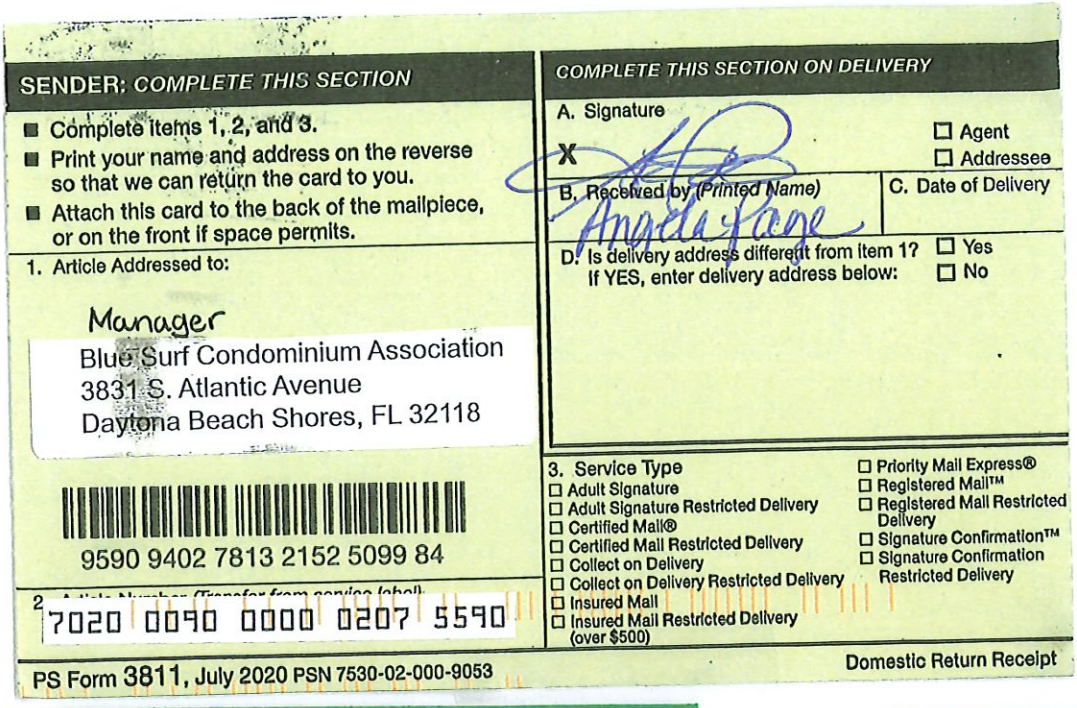
Dear Sir or Madam:

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Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 84

2. Article Number (Transfer from service label)
7020 0090 0000 0207 5590

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Angela Page
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
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☐ Adult Signature Restricted Delivery
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☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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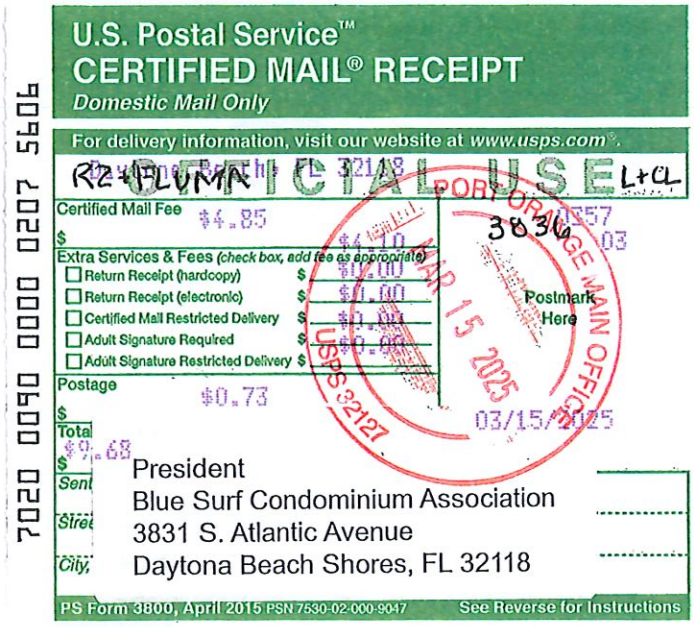
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☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.73
Total Postage and Fees $9.68
Sent To Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025
Postmark Here

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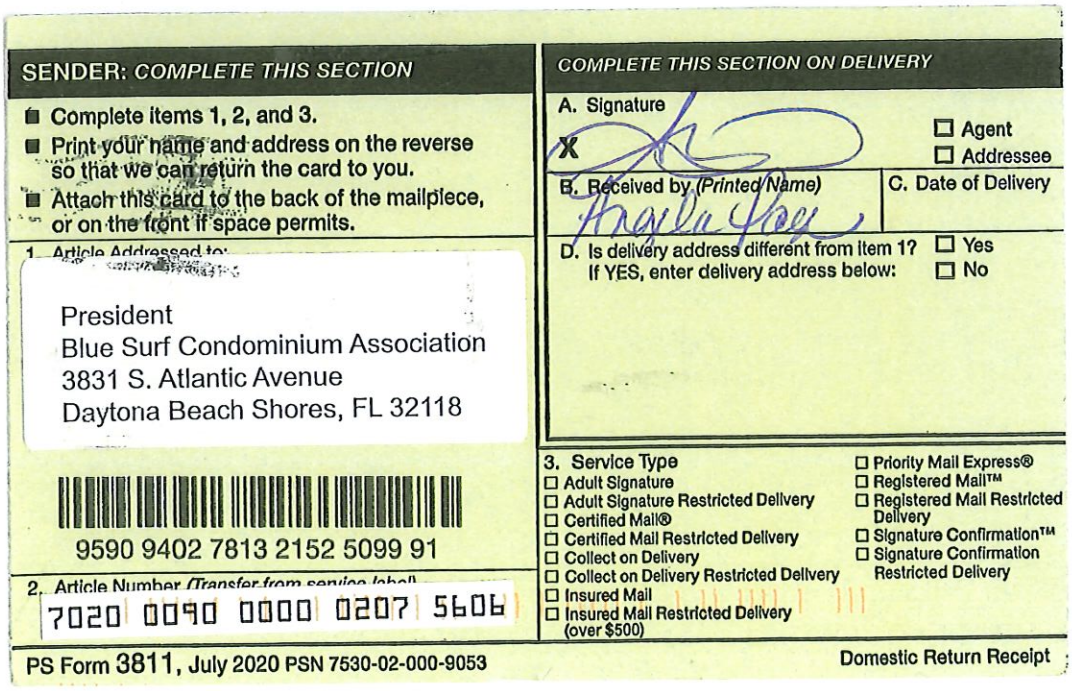
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $0.00
☐ Return Receipt (electronic) $0.00
☐ Certified Mail Restricted Delivery $0.00
☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.73
Total $9.68
Sent
Street
City,
President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025
Postmark Here

7020 0090 0000 0207 5606

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 91

2. Article Number (Transfer from service label)
7020 0090 0000 0207 5606

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Angela Page
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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

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

RETURN

OFFICIAL USE

Certified Mail Fee $4.85

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

Postage $0.73

Total $7.68

Sent To

Street

City, S

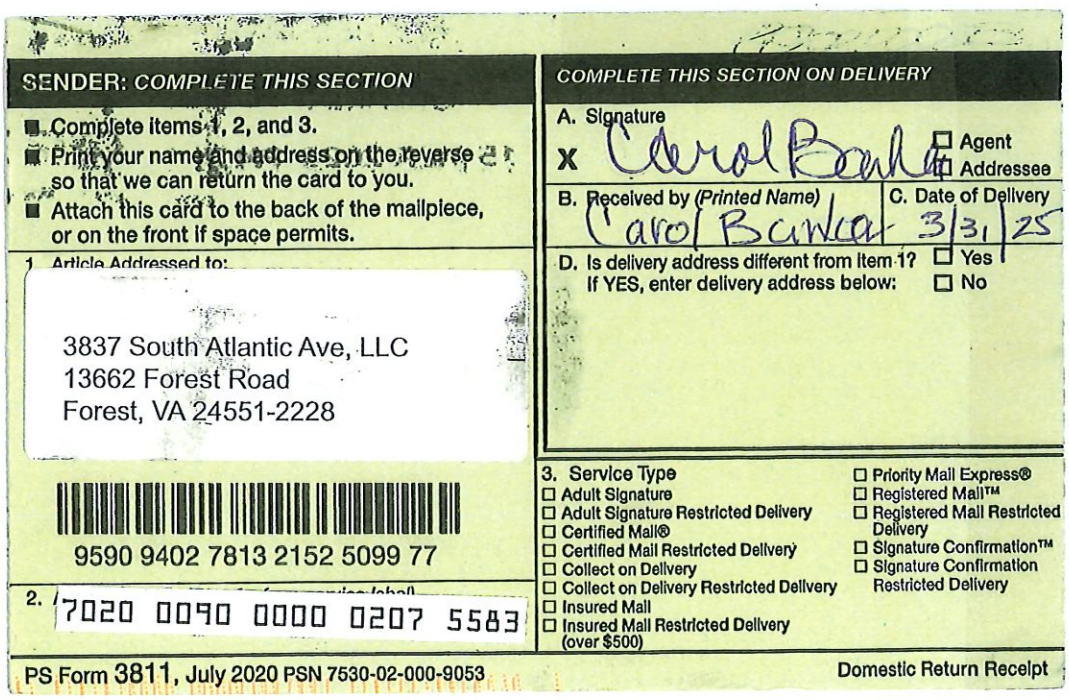
3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

PORT ORANGE MAIN OFFICE
MAR 15 2025
03/15/2025
USPS 32127

3830

7020 0090 0000 0207 5583

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

9590 9402 7813 2152 5099 77

2. 7020 0090 0000 0207 5583

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Carol Bank ☐ Agent ☐ Addressee

B. Received by (Printed Name) Carol Bankert C. Date of Delivery 3/31/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002075576

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Delivery Attempt
Reminder to Schedule Redelivery of your item
April 1, 2025

Available for Pickup
COURTHOUSE LYNCHBURG
1100 CLAY ST
LYNCHBURG VA 24504-9998
M-F 0900-1700
March 27, 2025, 9:56 am

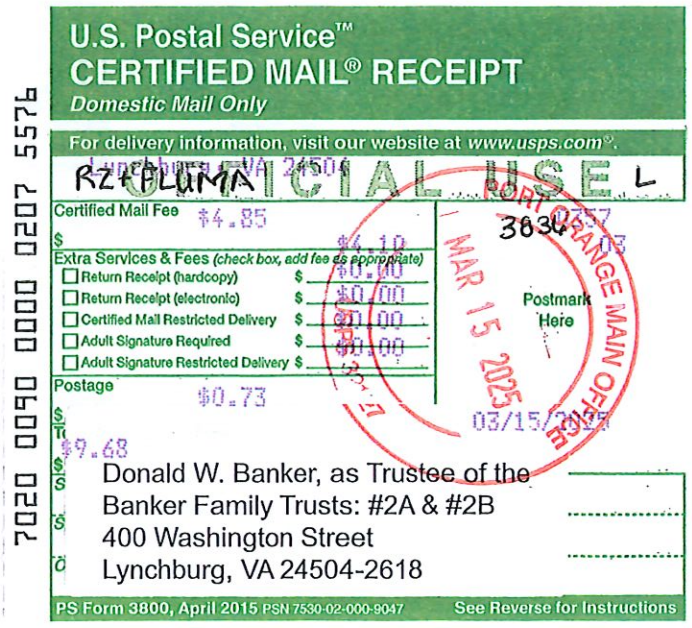
No Access to Delivery Location
LYNCHBURG, VA 24504
March 22, 2025, 3:05 pm

Departed USPS Regional Facility
ROANOKE VA DISTRIBUTION CENTER
March 22, 2025, 12:18 am

Arrived at USPS Regional Destination Facility
ROANOKE VA DISTRIBUTION CENTER
March 21, 2025, 1:21 pm

In Transit to Next Facility

Feedback



March 19, 2025

Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 9:53 pm

Arrived at USPS Regional Origin Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 8:25 pm

USPS in possession of item
PORT ORANGE, FL 32127
March 15, 2025, 9:39 am

Hide Tracking History

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

Text & Email Updates

Product Information

See Less

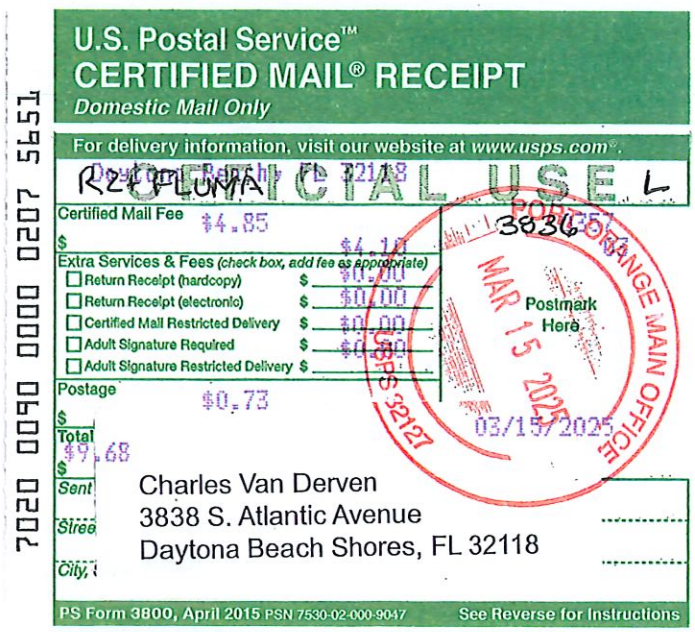
Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Daytona Beach, FL 32118

RE: PLUMA

OFFICIAL USE

Certified Mail Fee $4.85

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

Postage $0.73

Total $9.68

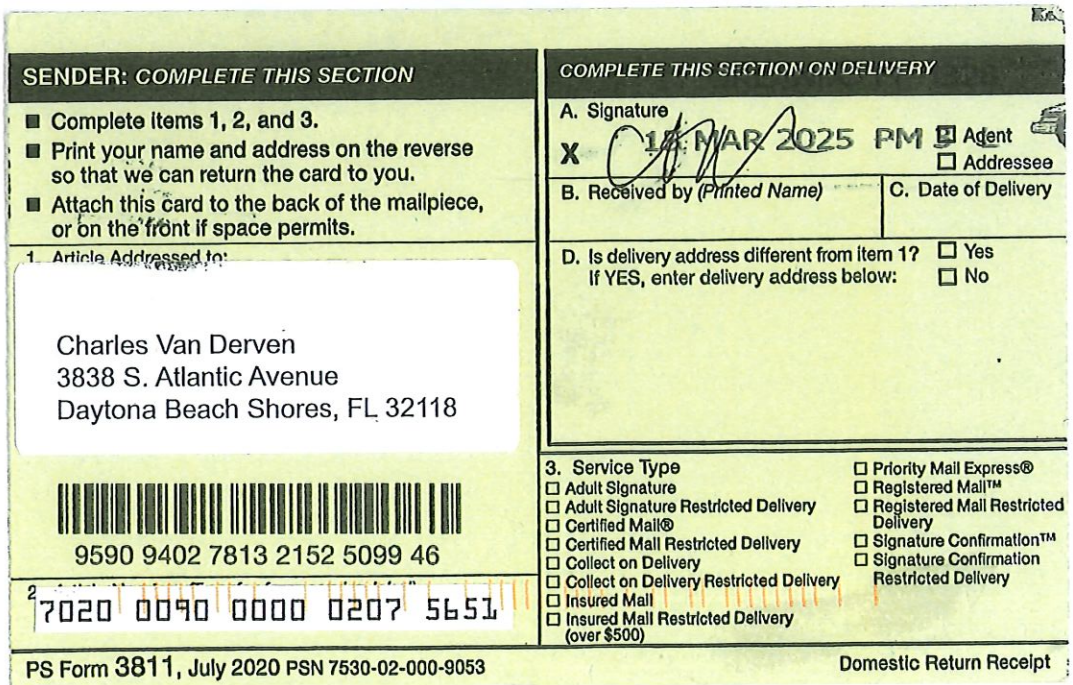
Sent To: Charles Van Derven
Street and Apt. No.: 3838 S. Atlantic Avenue
City, State, ZIP+4®: Daytona Beach Shores, FL 32118

3836

PORT ORANGE MAIN OFFICE
MAR 15 2025
USPS 32127
Postmark Here
03/15/2025

7020 0090 0000 0207 5651

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 46

2. 7020 0090 0000 0207 5651

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X 15 MAR 2025 PM ☑ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002075644

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Moving Through Network

In Transit to Next Facility, Arriving Late
March 21, 2025

Arrived at USPS Regional Facility
LAKE MARY FL DISTRIBUTION CENTER
March 16, 2025, 10:08 pm

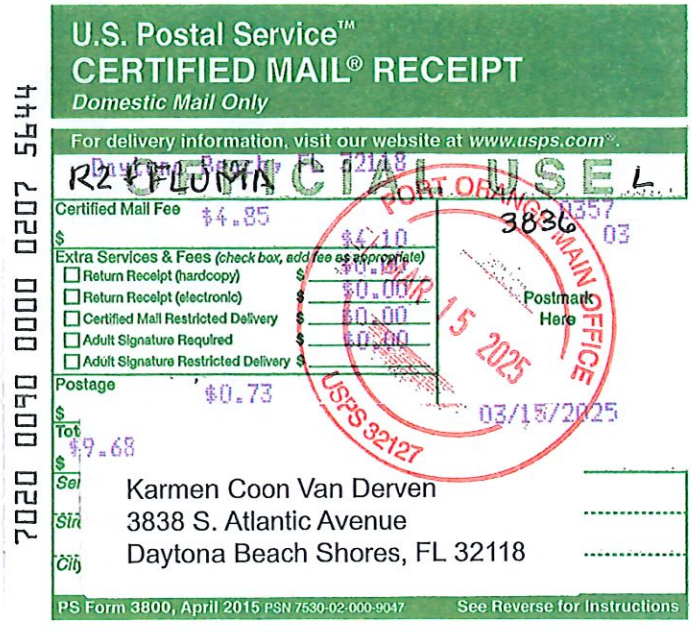
Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 9:53 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 7:56 pm

USPS in possession of item
PORT ORANGE, FL 32127
March 15, 2025, 9:37 am

Hide Tracking History

Feedback



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

Retail

UNITED STATES POSTAL SERVICE®

32127

RDC 99

U.S. POST
FCM LETT
PORT ORA
MAR 15, 2

$9.6

S2324D50

NIXIE 339 DE 1 0003/20/25
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
BC: 32118600299 *0274-05579-15-40

CERTIFIED MAIL®

7020 0090 0000 0207 5613

ORLANDO FL 328
12 MAR 2025PM 2 L

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

32118>6002 REF

City of Daytona Beach Shores
Community Services
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

RETURN RECEIPT REQUESTED

RECEIVED
MAR 24 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

7020 0090 0000 0207 5613

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $1.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73

$9.68

PORT ORANGE MAIN OFFICE
MAR 15 2025
USPS 32127
03/15/2025
Postmark Here

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

9590 9402 7813 2152 5099 22

2. 7020 0090 0000 0207 5637

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Cassandra Stewart
C. Date of Delivery MAR 19 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PORT ORANGE MAIN OFFICE MAR 19 2025 USPS 32127

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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7020 0090 0000 0207 5637

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

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

R2CFLUMA

OFFICIAL USE

Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total	$9.68

3836

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025 Postmark Here

Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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7020 0090 0000 0207 5620

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

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

R2CFLUMA

OFFICIAL USE

Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total	$9.68

3836

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025 Postmark Here

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

9590 9402 7813 2152 5099 15

2. 7020 0090 0000 0207 5620

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Cassandra Stewart
C. Date of Delivery MAR 19 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PORT ORANGE MAIN OFFICE MAR 19 2025 USPS 32127

3. Service Type
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- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CITY OF DAYTONA BEACH SHORES
NOTICE OF LAND USE CHANGE

Pursuant to Section 163.3187, Florida Statutes, the City of Daytona Beach Shores, Florida, will hold Public Hearings to consider the following ordinance:

ORDINANCE NO: 2025-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3836 S. ATLANTIC AVENUE, TAX PARCEL ID 6302 05 07 0190; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held as follows:

- **Planning and Zoning Board: April 14, 2025, at 8:30am**
- **City Commission (1st Reading): May 6, 2025, at 6:00pm**
- **City Commission (Adoption): June 3, 2025, at 6:00pm**

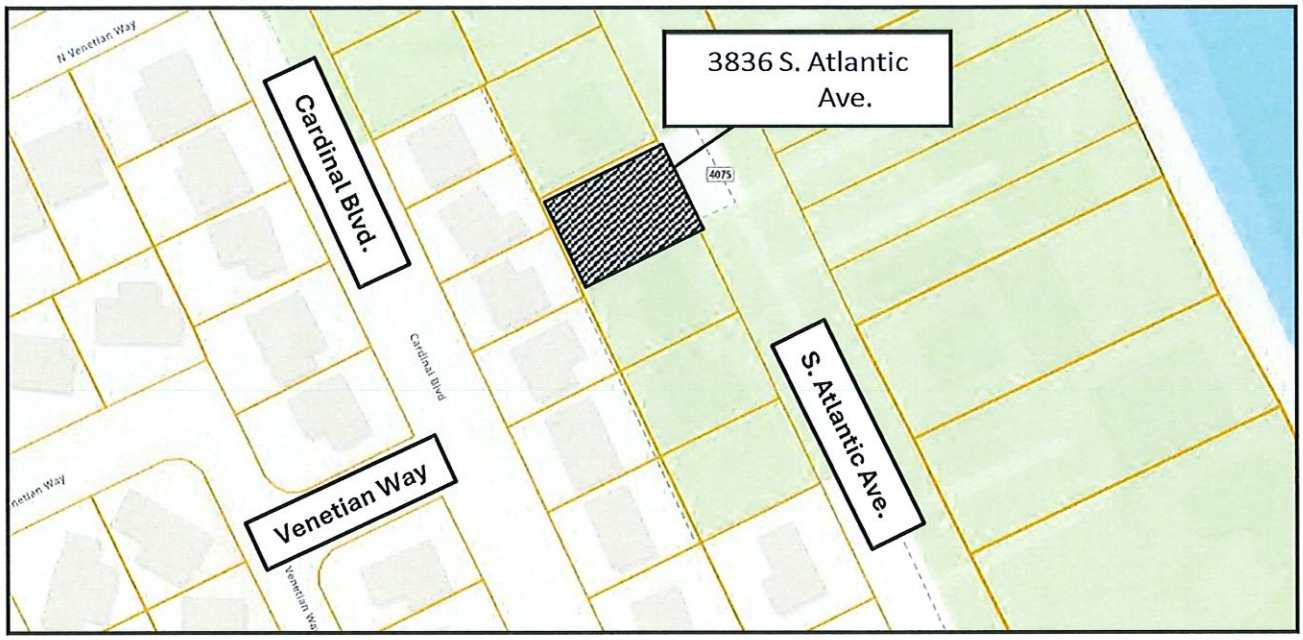
This is a property owner-initiated amendment by Samule and Janel Coffing. Please see the included location map.

The public hearings will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida. All interested parties are invited to appear at these public hearings and submit oral or written objections or comments with respect to the proposed amendment. The amendment package is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times, and places of any continuation of the Public

Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for any of these public meetings should contact the office of the City Clerk at the telephone number and address noted at least seven working days prior to the meeting. Telephone (386)763-5364, City Hall, 2990 S. Atlantic Ave., Daytona Beach Shores, FL 32118



NOTES:

1. **This ad should be placed in the Daytona News-Journal once at least 10 days prior to the Planning and Zoning Board hearing and again at least 10 days prior to the adoption hearing.**
2. **Map above to be included.**


NOTICE OF
PUBLIC HEARINGS
3836
04/03/2025


NOTICE OF
PUBLIC HEARINGS
3836
04/04/2025

NOTICE OF PUBLIC HEARINGS

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

Planning & Zoning Board: APRIL 14, 2025 **AT** 8:30 AM

CITY COMMISSION **(1st Reading):** MAY 6, 2025 **AT** 6:00 PM

CITY COMMISSION **(Adoption):** JUNE 3, 2025 **AT** 6:00 PM

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATIONS:

ZONING MAP AMENDMENT to RSF-2 - URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT

AND COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

to RESIDENTIAL LOW INTENSITY

3836 S. ATLANTIC AVE., VOLUSIA COUNTY PARCEL ID #: 6302-0507-0190

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

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

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

04/08/2025

Exhibit E

3836 S. Atlantic Ave.

Business Impact Estimate Form

Ord. 2025-05

(3 pages)

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 2025-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3836 SOUTH ATLANTIC AVENUE, TAX PARCEL ID 6302 05 07 0190; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING 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;

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

☐ 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):

N/A

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:

N/A

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
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-04: Rezoning application for recently annexed property located at 3836 S. Atlantic Avenue

SYNOPSIS:

Ordinance 2025-04, if adopted, would amend the City's Official Zoning Map by assigning the "*RSF-2 Urban Single-Family Residential Detached District*" to the recently annexed single-family residential property located at 3836 S. Atlantic Avenue (Exhibit "A"). The application (Exhibit "B") was submitted by Samuel and Janel Coffing, owners of the subject property. Rezoning is a requirement of Florida Law when a property is annexed. The property is +/-0.181 acres and is occupied by a 5,018 sq ft residential structure. The proposed amendment is consistent with the current Volusia County zoning district "*R-9 Urban Single-Family Residential District.*"

FISCAL IMPACT STATEMENT:

BACKGROUND:

GENERAL:
The subject property, located at 3836 S. Atlantic Avenue, was recently annexed into the corporate limits of the City of Daytona Beach Shores, pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. Section 171.062, Florida Statutes, limits regulatory and development control over annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the latter, re-zoning the property to the City's RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The property owners have also submitted an application to amend the future land use classification of the property in question to Residential Low Intensity, which is consistent with the existing and surrounding land uses and the current Volusia County Urban Low Intensity future land use classification. The zoning change will be adopted subsequent to the formal future land use amendment of the subject property.

PLANNING ANALYSIS:
See Exhibit "C" for Planning Analysis.

PUBLIC NOTICE:
Evidence of due public notice (Exhibit "D") has been submitted to the office of the City Clerk.

PLANNING AND ZONING BOARD:
The City's Planning and Zoning Board recommended approval of Ordinance 2025-04 on April 14, 2025.

CITY COMMISSION:
The City Commission approved Ordinance 2025-04 at first reading on May 6, 2025.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-04 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2025-04 as presented."
OR
2. "I move to deny Ordinance 2025-04, on the basis of the following..."

ATTACHMENT:

1. Ordinance 2025-04 - Rezone, 3836 S. Atlantic Avenue
2. Exhibit A
3. Exhibit A - Rezone Location Map, 3836 S. Atlantic Avenue
4. Exhibit B
5. Exhibit B - Rezone, 3836 S. Atlantic Avenue
6. Exhibit C
7. Exhibit C - Rezone Planning Analysis, 3836 S. Atlantic Avenue
8. Exhibit D
9. Exhibit D - Rezone Notice Requirements Met, 3836 S. Atlantic Avenue
10. Exhibit E
11. Exhibit E - Rezoning BEIF, 3836 S. Atlantic Avenue

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3836 SOUTH ATLANTIC AVENUE, TAX PARCEL ID 6302 05 07 0190; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property described in Section One herein was annexed into the City of Daytona Beach Shores on April 1, 2025, and an appropriate City zoning classification must be assigned to the real property in accordance with the requirements of controlling law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores has received a recommendation from staff and the Planning and Zoning Board for the assignment of zoning classification to said annexed property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds such rezoning consistent with the *City of Daytona Beach Shores Comprehensive Plan* and deems it in the best interest of the inhabitants of said City to amend the Official Zoning Map as hereinafter set forth,

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

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance 2025-03 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

> This property, bearing Volusia County Tax Parcel ID 6302 05 07 0190, as described in attached Exhibit "A," is assigned the RSF-2, Urban Single-Family Residential Detached District Zoning Classification.

SECTION TWO: AMENDMENT OF OFFICIAL ZONING MAP. The Official City Zoning Map is hereby amended to conform with the rezoning assigned herein.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is authorized to take any and all required administrative actions to implement the provisions of this Ordinance including, but not limited to, providing notice of this rezoning to the Volusia County Council in accordance with applicable law.

SECTION FOUR. 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*; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

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

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"

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.

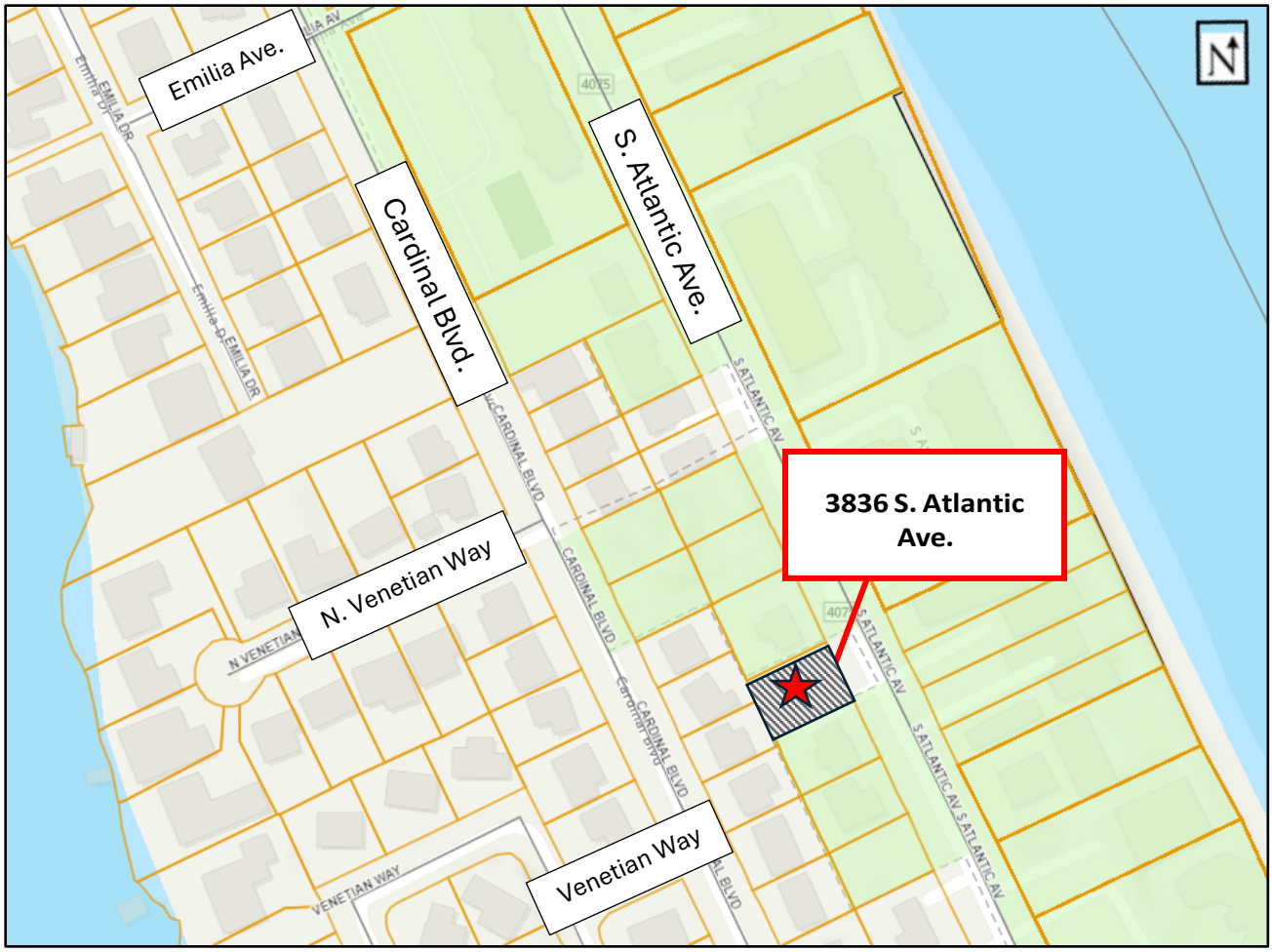
Exhibit A

3836 S. Atlantic Ave.

Rezone Location Map

Ord. 2025-04

(1 page)



Location Map: 3836 S. Atlantic Avenue

Exhibit B

3836 S. Atlantic Ave.

Rezone Application

Ord. 2025-04

(6 pages)

277431
RECEIVED
MAY 30 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377

12024019

APPLICATION TO AMEND ZONING MAP

The Undersigned Applicant requests the Planning and Zoning Board and City Council to decide upon this application in accordance with Section 14-66 and 14-67 of the Land Development Code.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 5/30/2024 Current Zoning: _____

Requested Zoning: _____

Applicant's Name: Samuel + Janel Coffing

Address: 3836 S Atlantic Ave Phone #: 386.679.9128

Representative: _____

Address: _____ Phone #: _____

Property Address & Parcel ID: 3836 S. Atlantic Ave Daytona Beach Shores 32118 6362-05-07-0190

Property Owner: applicant

NOTE: If applicant is not property owner, attach a notarized statement of authorization

Legal Description of Property:

see attached warranty deed

Applicant's Signature

5/30/2024
Date

THE PLANNING & ZONING BOARD WILL APPLY THE CRITERIA IN SECTION 14-66(4) OF THE LAND DEVELOPMENT CODE WHEN CONSIDERING ZONING MAP AMENDMENTS. PLEASE EXPLAIN HOW YOUR REQUEST MEETS THE FOLLOWING CRITERIA: (YOU MAY ATTACH ADDITIONAL SHEETS)

1. The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.

Staff to respond

2. The proposed zoning will have a favorable or unfavorable impact on the economy of the area affected.

Staff to respond

3. The proposed zoning will efficiently use or unduly burden water, sewer, solid waste disposal or other necessary public facilities, including schools.

staff to respd

4. The proposed zoning will efficiently use or unduly burden transportation facilities.

staff to respond

5. The proposed zoning will favorably or adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

Staff to respond

6. The proposed zoning is basically consistent with the comprehensive land use plan.

Staff to respond

7. Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect new conditions?

Staff to respond

8. Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?

Staff to respond

9. Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding areas?

Staff to respond

10. Would the proposed changes constitute "spot zoning"?

Staff to respond

11. Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?

staff to respond

12. Is the change solely for the benefit of the owner and to the detriment of the community?

staff to respond

13. Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

staff to respond

14. Would the requested change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

staff to respond

4

Prepared by and Return To:
Stacey Tutunjian
Professional Title Agency, a division of LandCastle Title Group, LLC
747 S. Ridgewood Ave, #204
Daytona Beach, FL 32114

Order No.: DB[redacted]

APN/Parcel ID(s): 630205070190

WARRANTY DEED

THIS WARRANTY DEED dated September 21, 2020, by Pinar Tabakci Recel, a single person, hereinafter called the grantor, to Samuel C. Coffing and Janel I. Coffing, husband and wife, whose post office address is 6118 Half Moon Drive, Port Orange, FL 32127, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Easterly 105 feet of Lot 19, and the Easterly 105 feet of the North 1/2 of Lot 20, Block 7, all in Ocean View Section of Halifax Estates, according to the plat thereof, recorded in Map Book 11, Page 100, of the Public Records of Volusia County, Florida, TOGETHER WITH a permanent non-exclusive easement for the benefit of the above described parcel for passageway to and from the Atlantic Ocean over the Southerly 5 feet of Lot 21, Block 6, all in the Ocean View Section of Halifax Estates as recorded in Map Book 11, Page 100, Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Michael S. Inglatary

Print Name

Witness Signature

STACEY TUTUNJIAN

Print Name

Pinar Tabakci Recel

Address: 4688 S Atlantic Ave
Ponce Inlet, FL 32127

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 21 day of September, 2020 by Pinar Tabakci Recel, to me known to be the person(s) described in or who has/have produced drivers license as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires: 9-16-2024

STACEY M. TUTUNJIAN
Commission # HH 019097
Expires September 16, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit C

3836 S. Atlantic Ave.

Rezone Planning Analysis

Ord. 2025-04

(10 pages)

PLANNING ANALYSIS

Ordinance 2025-04
Rezone 3836 S. Atlantic Avenue

A. INTRODUCTION

The subject application was submitted to the City on May 30, 2024, by the property owners, Samuel and Janel Coffing. The application/proposed ordinance, if approved, would change the zoning district classification of the annexed single-family residential property, located at 3836 S. Atlantic Avenue from Volusia County *R-9 Urban Single-Family Residential District* to Daytona Beach Shores *RSF-2 Urban Single-Family Residential Detached District*. The subject property contains an acreage of 0.181+/-, has a single-family residential home on the site, and bears Volusia County Tax Parcel ID 6302 05 07 0190.

B. EXISTING ZONING AND CURRENT LAND USE

Subject Property:

RSF-2 (Urban Single-Family Residential Detached District): Single-Family Residence, **0.181 acre**

Table 1: Surrounding Properties:

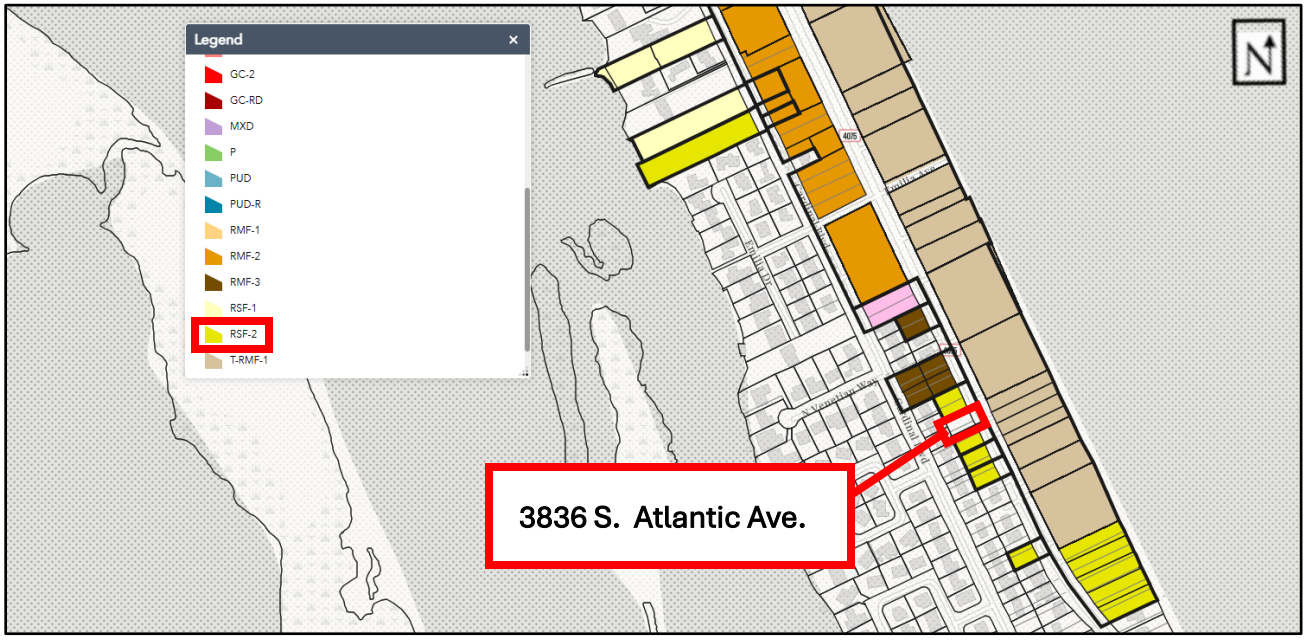
Location	Zoning	Current Land Use
Subject Property	V. County Residential Zoning R-9	Single-Family Residence
North	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
South	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
East (Northerly)	T/RMF-1 (Hotel/Motel District) / (Multi-Family Residential (High Density)	52-Unit Blue Surf Residential Condominium
East	T/RMF-1 (Hotel/Motel District) / (Multi-Family Residential (High Density)	Legal Non-Conforming Single-Family Residence
East (Southerly)	T/RMF-1 (Hotel/Motel District) / (Multi-Family Residential (High Density)	Legal Non-Conforming Single-Family Residence
West (Northerly)	V. County Residential Zoning R-9	Single-Family Residence
West (Southerly)	V. County Residential Zoning R-9	Single-Family Residence

Figure 1: Aerial View of 3836 S. Atlantic Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2024

Figure 2: 3836 S. Atlantic Avenue and Surrounding Area Zoning Map



Source: Esri Community Maps, ArcGIS, 2025

Figure 3: 3836 S. Atlantic Avenue Street View



As noted in **Table 1** above, the subject property is currently zoned Volusia County *R-9 Urban Single-Family Residential District*. According to the Volusia County Land Development Code, the purpose, intent and permitted uses of the existing zoning district is as follows:

"R-9 Urban Single-Family Residential District":

Purpose and intent: The purpose and intent of the R-9 Urban Single-Family Residential classification, is to provide for continued medium-density single-family dwelling residential development on existing platted lots.

Permitted principal uses and structure: In the R-9 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) or those which comply with division 8 of the Land Development Code of Volusia County [article III] or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

C. PROPOSED ZONING

The proposed Daytona Beach Shores zoning for the subject property is RSF-2 Urban Single-Family Residential Detached District. According to the Daytona Beach Shores *Land Development Code*, the purpose, intent and permitted uses of the proposed zoning district is as follows:

"RSF-2 Urban Single-Family Residential Detached District":

Purpose and Intent: The purpose and intent of the RSF-2 Urban Single-Family Residential Detached District is to provide medium residential density for the purpose of preserving the character of existing residential neighborhoods and generally implementing the city's land use plan within, but not necessarily limited to, those areas shown for single-family use.

14-17.2. Permitted Principal Uses and Structures:

Single-family dwelling.

Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq.

14-17.3. Permitted Accessory Uses and Structures.

Home occupations regulated by section 14-45 and other accessory uses or structures customarily incidental to the permitted principal use or structure.

D. COMPREHENSIVE PLAN

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question. Therefore, the existing acreage and proposed zoning will restrict the use to one (1) single-family residential unit.

Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The proposed future land use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

E. REVIEW AND COMMENTS

The subject application was initiated by the property owners, Samuel and Janel Coffing. The subject property is located at 3836 S. Atlantic Avenue and has an acreage of 0.181+/-. The site has vehicular and pedestrian access to the abutting South Atlantic Avenue.

The proposed zoning change will be consistent with previous Volusia County zoning and adjacent zoning district classifications. The property is currently occupied with a single-family residential structure, and the proposed change is density neutral.

Since the application in question regards a single-family residential property, it is exempt from the City's Concurrency Review Process as it does not substantially impact any of the City's public facilities or infrastructure. Further, adequate potable water, sewer, solid waste, recreation, public school and transportation facility capacities are currently available and serve the subject property.

F. FINDINGS OF FACT

When considering a request to change zoning, the Planning and Zoning Board shall consider the following criteria pursuant to Section 14-66 of the Land Development Code. Below are staff's findings considering each criterion outlined in the aforementioned section of the Code.

1. **The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.**

   The proposed zoning change will not have an unfavorable impact on the environment or natural resources of the area. The property in question is currently developed with a single-family residential structure. If redeveloped, consistency with the City's Land Development Code will be required. Further, the proposed zoning change would not permit hazardous uses such as industrial uses which could have an unfavorable impact on the environment and natural resources of the area.

2. **The proposed zoning will have a favorable or unfavorable impact on the economy of the area affected.**

   The proposed zoning will generally have a neutral impact on the economy of the area as the property is currently developed and no redevelopment or change in entitlement is sought. The zoning is also consistent with the Volusia County Zoning District classification and the proposed zoning change is density and use neutral.

3. **The proposed zoning will efficiently use or will unduly burden water, sewer, solid waste disposal or other necessary public facilities, including schools.**

   The subject property is currently developed as a single-family residence. This existing use will not unduly burden public facilities. The subject property is currently being served with or has access to transportation, public schools, water, sewer, and solid waste disposal services. All existing public facilities have adequate capacity and the proposed rezoning will not provide any more impact on said facilities than the Volusia County Zoning currently permits (see **Table 2** below) as the change sought is density neutral.

Table 2: Impact Analysis (Theoretical Maximums)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population[1]	1.6	1.6	None
AM / PM Peak Hour Trips[2]	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day)[3]	250	250	None
Potable Water (gallons/day)[4]	176	176	None
Solid Waste (lbs./person)[5]	16	16	None
Stormwater Drainage[6]	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
   Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the *Land Development Code*.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

A. 2020 US Census
B. ITE Trip Generation Manual, 8th Edition
C. Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

4. The proposed zoning will efficiently use or not unduly burden transportation facilities.

The proposed zoning will not unduly burden transportation facilities. There is already adequate vehicular access from the abutting S. Atlantic Avenue and the existing system of local, collector, and arterial road network. The adjacent transportation network currently operates above the adopted level of services.

5. **The proposed zoning will favorably or adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.**

   The proposed zoning change involves a single-family residential property being rezoned to a Daytona Beach Shores compatible single-family residential zoning district classification. Hence, the rezoning will not impact the ability of people to find adequate housing since the change will neither create new housing nor eliminate existing housing stock.

6. **The proposed zoning is basically consistent with the comprehensive land use plan.**

   The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question.

   Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The existing single-family residence proposed future land use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

7. **Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect new conditions?**

   The physical, economic or environmental conditions relative to the property in question and the surrounding area have not changed so as to require a zoning change. However, the subject property was annexed into the City through the voluntary annexation process pursuant to Section 171.044, *Florida Statutes*. However, Section 171.062, *Florida Statutes* limits regulatory and development control over an annexing property if the area annexed was subject to a county land use plan and county zoning and said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area, hence, the purpose of this application to amend the zoning classification of the subject property.

8. **Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?**

   There was no mistake made in the original zoning of the property. The property was annexed into the City from unincorporated Volusia County; therefore the appropriate City zoning classification must be assigned so that the City may provide developmental and regulatory control.

9. **Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding areas?**

   The proposed zoning change is consistent with the existing Volusia County zoning district classification and is density and use neutral. Therefore, the proposed change will maintain a stabilizing effect on the surrounding areas.

10. **Would the proposed changes constitute "spot zoning"?**

    Spot zoning generally occurs when an individual parcel is assigned a zoning classification that is inconsistent with the surrounding area. However, the proposed zoning change is consistent with the existing Volusia County zoning district classification in the area and the amendment is density and use neutral. Further, the proposed zoning classification will provide an existing use that is identical to the City's and County's zoning classification in the neighborhood. Therefore, the proposed change does not constitute spot zoning.

11. **Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?**

    The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhoods use, future land use and zoning classifications. Therefore, the proposed change is not the singling out of a small parcel of land allowing a use that is totally different from that of the surrounding area.

12. **Is the change solely for the benefit of the owner and to the detriment of the community?**

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhood uses, future land use and zoning classifications. Therefore, the proposed change would not be solely for the benefit of the owner and to the detriment of the community but instead the change would benefit the entire community by maintaining the existing land use of the property and the integrity of the neighborhood.

13. Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

The proposed change is consistent with the neighborhood's existing and future land uses, especially on the west side of S. Atlantic Avenue, and therefore serves the entire community by maintaining the neighborhood's overall characteristics.

14. Would the requested change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

The rezoning will not materially diminish the value of the surrounding properties or substantially alter the characteristics of the neighborhood since the proposed rezoning will ensure the single-family nature of the community is maintained.

G. CONCLUSION:

STAFF: The proposed rezoning is consistent with overall goals, objectives, and policies of the Daytona Beach Shores Comprehensive Plan (2030).

PLANNING & ZONING BOARD: The Planning and Zoning Board recommended approval of Ordinance 2025-04 at a meeting held on April 14, 2025.

Exhibit D

3836 S. Atlantic Ave.

Rezone Notice Requirements Met

Ord. 2025-04

(15 pages)

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

March 14, 2025

RE: 3836 S. Atlantic Avenue, Short Tax Parcel ID: 6302 05 07 0192
Future Land Use Map Amendment and Rezoning Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores has received a voluntary annexation application, future land use map amendment, and rezoning application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the future land use map amendment and rezoning applications as follows:

- **Planning and Zoning Board: April 14, 2025, at 8:30 a.m.**
- **City Commission (1st Reading): May 6, 2025, at 6:00 p.m.**
- **City Commission (Adoption): June 3, 2025, at 6:00 p.m.**

The public hearings will be held in the City Commission Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the American with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's office no later then five days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

CC: Cheri Schwab, City Clerk
Stewart Cruz, AICP/Community Services Director

Letters sent to:

North

Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

East

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

Donald W. Banker, as Trustee of the Banker Family Trusts: #2A & #2B
400 Washington Street
Lynchburg, VA 24504-2618

South

Charles Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Karmen Coon Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

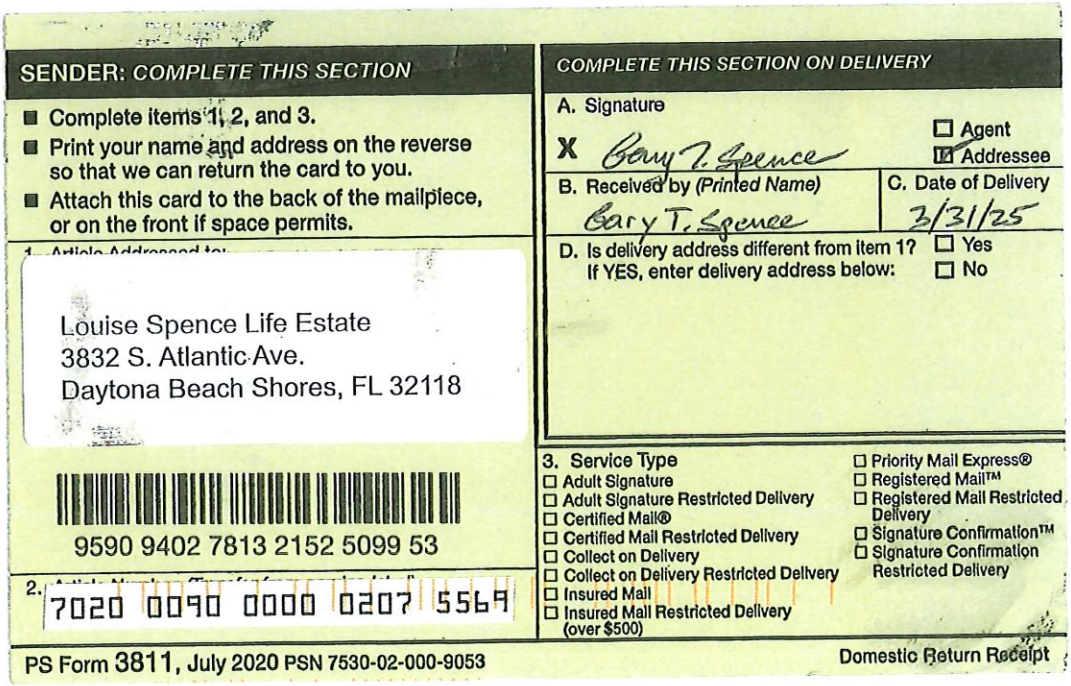
West

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
RZ CFLWMA
OFFICIAL USE
Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.73
$9.68
POND ORANGE
3836
MAR 15 2025
Postmark Here
03/15/2025
USPS 32127
MAIN OFFICE
7020 0090 0000 0207 5569
Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions


SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
Louise Spence Life Estate
3832 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
9590 9402 7813 2152 5099 53
2. 7020 0090 0000 0207 5569
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X Gary T. Spence
Agent
Addressee
B. Received by (Printed Name)
Gary T. Spence
C. Date of Delivery
3/31/25
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

VIA CERTIFIED MAIL

March 14, 2025

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

Pursuant to Sec. 2-2 of the City's *Land Development Code*, please be advised of the attached notice and post a copy of the same in a place where it will likely be seen by the occupants of the condominium. If you have questions, please feel free to contact me at (386) 763-5376.

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376
Fax (386) 763-5370

VIA CERTIFIED MAIL

March 14, 2025

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

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Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 84

2. Article Number (Transfer from service label)
7020 0090 0000 0207 5590

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Angela Page | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

R2+FLUMA L+CL

OFFICIAL USE

Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$9.68

Postmark Here
PORT ORANGE MAIN OFFICE
MAR 15 2025
USPS 32127
03/15/2025

Sent To Manager
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

See Instructions

7020 0090 0000 0207 5590

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

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

R2+FLUMA L+CL

OFFICIAL USE

Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total	$9.68

Postmark Here
PORT ORANGE MAIN OFFICE
MAR 15 2025
USPS 32127
03/15/2025

Sent
Street
City,
President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5606

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Blue Surf Condominium Association
3831 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 91

2. Article Number (Transfer from service label)
7020 0090 0000 0207 5606

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Angela Page | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73

Total $7.68

Postmark Here

MAR 15 2025

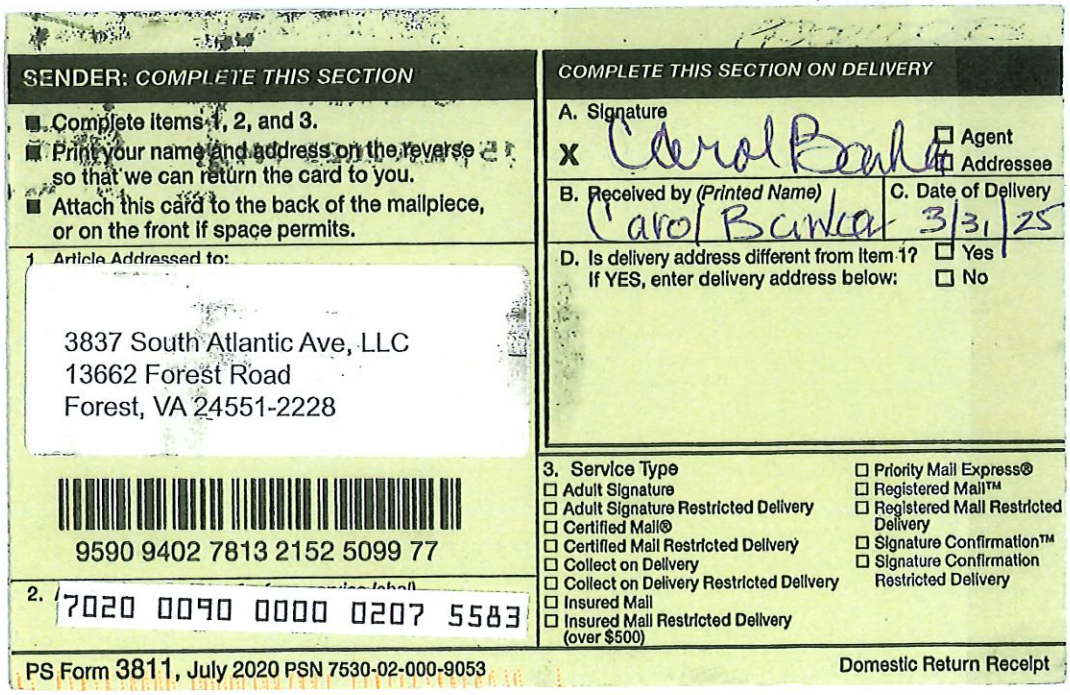
Sent To
3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

Street

City, S

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5583



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

3837 South Atlantic Ave, LLC
13662 Forest Road
Forest, VA 24551-2228

9590 9402 7813 2152 5099 77

2. 7020 0090 0000 0207 5583

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Carol Bowles ☐ Agent ☐ Addressee

B. Received by (Printed Name) Carol Bowles C. Date of Delivery 3/31/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

70200090000002075576

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Delivery Attempt

Reminder to Schedule Redelivery of your item

April 1, 2025

Available for Pickup

COURTHOUSE LYNCHBURG
1100 CLAY ST
LYNCHBURG VA 24504-9998
M-F 0900-1700
March 27, 2025, 9:56 am

No Access to Delivery Location

LYNCHBURG, VA 24504
March 22, 2025, 3:05 pm

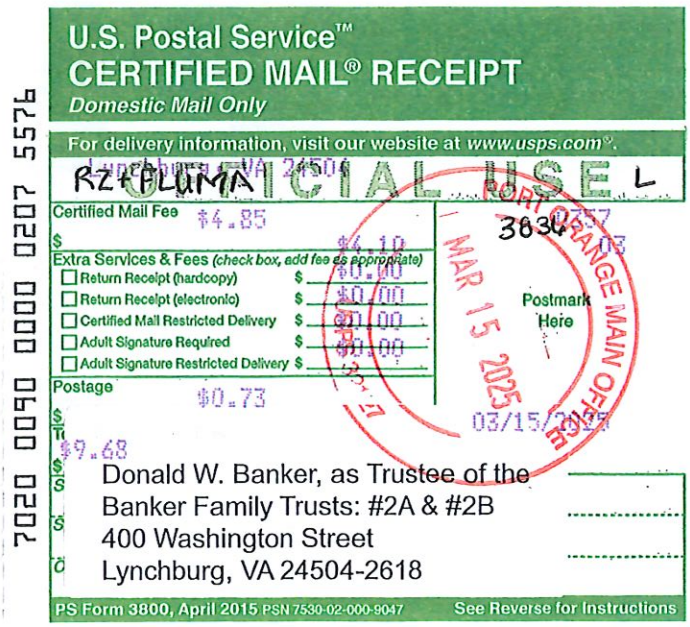
Departed USPS Regional Facility

ROANOKE VA DISTRIBUTION CENTER
March 22, 2025, 12:18 am

Arrived at USPS Regional Destination Facility

ROANOKE VA DISTRIBUTION CENTER
March 21, 2025, 1:21 pm

In Transit to Next Facility



Feedback

March 19, 2025

Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 9:53 pm

Arrived at USPS Regional Origin Facility
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 8:25 pm

USPS in possession of item
PORT ORANGE, FL 32127
March 15, 2025, 9:39 am

Hide Tracking History

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

Text & Email Updates

Product Information

See Less

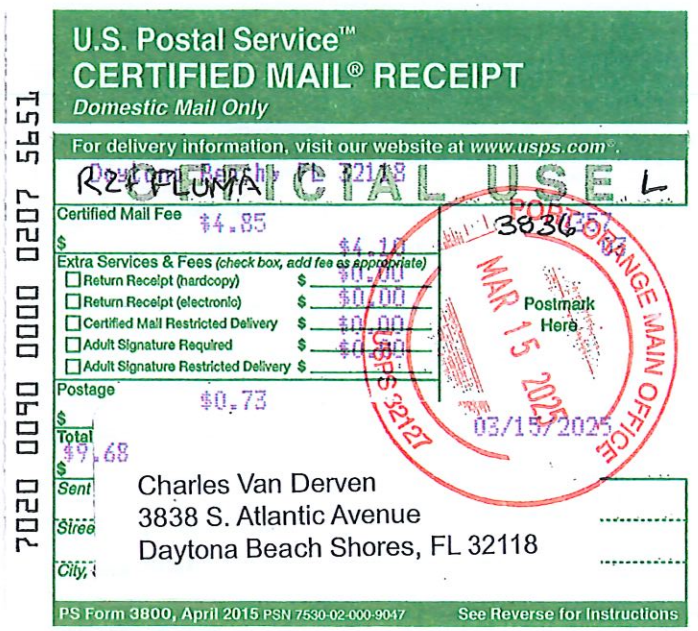
Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



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

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

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

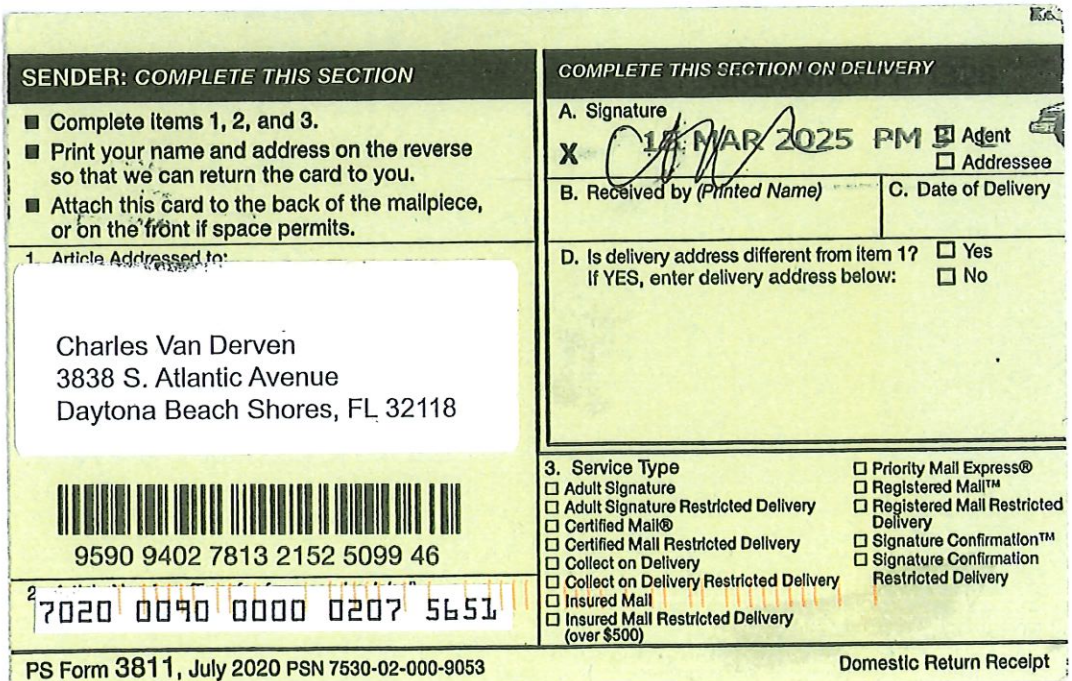
Postage $0.73
Total $9.68

Sent To
Street and Apt. No.
City, State, ZIP+4®

Charles Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5651



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Van Derven
3838 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5099 46

2. 7020 0090 0000 0207 5651

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X 18 MAR 2025 PM ☑ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002075644

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Moving Through Network

In Transit to Next Facility, Arriving Late

March 21, 2025

Arrived at USPS Regional Facility

LAKE MARY FL DISTRIBUTION CENTER
March 16, 2025, 10:08 pm

Departed USPS Regional Facility

ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 9:53 pm

Arrived at USPS Regional Facility

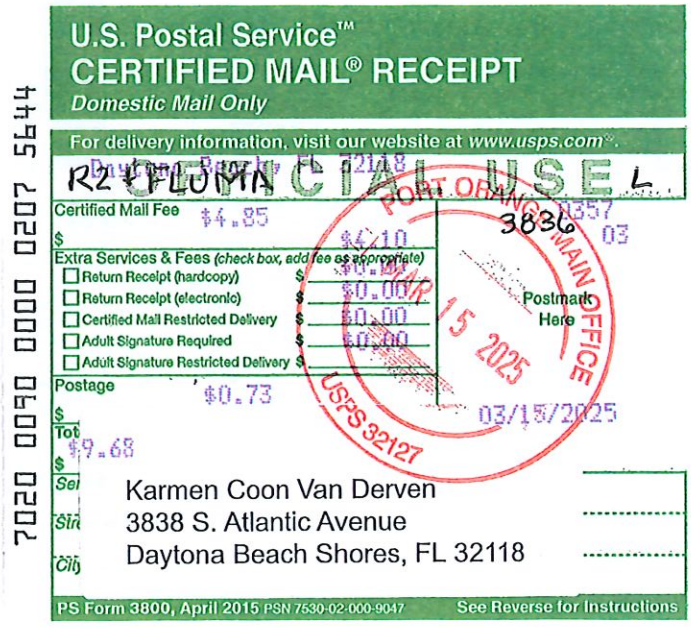
ORLANDO FL DISTRIBUTION CENTER
March 15, 2025, 7:56 pm

USPS in possession of item

PORT ORANGE, FL 32127
March 15, 2025, 9:37 am

Hide Tracking History

Feedback



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

Retail

UNITED STATES POSTAL SERVICE®

32127

RDC 99

U.S. POST
FCM LETT
PORT ORA
MAR 15, 2

$9.6

S2324D50

NIXIE 339 DE 1 0003/20/25
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
BC: 32118600299 *0274-05579-15-40

CERTIFIED MAIL®

7020 0090 0000 0207 5613

ORLANDO FL 328
18 MAR 2025 PM 2 L

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

City of Daytona Beach Shores
Community Services
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

RECEIVED
MAR 24 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

RETURN RECEIPT REQUESTED

7020 0090 0000 0207 5613

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

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

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $0.73
$9.68

PORT ORANGE MAIN OFFICE
MAR 15 2025
USPS 32127
03/15/2025

Postmark Here

Ann T. Malon
3841 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

9590 9402 7813 2152 5099 22

2. 7020 0090 0000 0207 5637

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Cassandra Stewart | C. Date of Delivery MAR 19 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PORT ORANGE MAIN OFFICE MAR 19 2025 USPS 32127

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $4.10
☐ Return Receipt (electronic) $0.00
☐ Certified Mail Restricted Delivery $0.00
☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.73
$9.68

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025

3836

Postmark Here

Robert A. Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5637

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

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

OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $4.10
☐ Return Receipt (electronic) $0.00
☐ Certified Mail Restricted Delivery $0.00
☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.73
$9.68

PORT ORANGE MAIN OFFICE MAR 15 2025 USPS 32127 03/15/2025

3836

Postmark Here

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0207 5620

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Cassandra Stewart
3839 Cardinal Blvd.
Port Orange, FL 32127

9590 9402 7813 2152 5099 15

2. 7020 0090 0000 0207 5620

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Cassandra Stewart | C. Date of Delivery MAR 19 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PORT ORANGE MAIN OFFICE MAR 19 2025 USPS 32127

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt


NOTICE OF
PUBLIC HEARINGS
3835
04/03/2025


NOTICE OF
PUBLIC HEARINGS
3836
04/04/2025

NOTICE OF PUBLIC HEARINGS

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

Planning & Zoning Board: APRIL 14, 2025 **AT** 8:30 AM

CITY COMMISSION **(1st Reading):** MAY 6, 2025 **AT** 6:00 PM

CITY COMMISSION **(Adoption):** JUNE 3, 2025 **AT** 6:00 PM

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATIONS:

ZONING MAP AMENDMENT to RSF-2 – URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT

AND COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

to RESIDENTIAL LOW INTENSITY

3836 S. ATLANTIC AVE., VOLUSIA COUNTY PARCEL ID #: 6302-0507-0190

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

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

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

04/08/2025

Exhibit E

3836 S. Atlantic Ave.

Business Impact Estimate Form

Ord. 2025-05

(3 pages)

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 2025-04

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3836 SOUTH ATLANTIC AVENUE, TAX PARCEL ID 6302 05 07 0190; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR 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:

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

☒ 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):

N/A

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:

N/A

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
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director, Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-06 Budget Amendment #3-Fire Truck Replacement

SYNOPSIS:

Public Safety Engine #77 was damaged on March 14, 2025 when a vehicle drove into the side of the vehicle damaging it beyond what is economically feasible to repair. The vehicle is insured for $503,402 with a $1,000 deductible.

Staff researched options available to replace Engine #77 within a few months versus the current ordering standard time of 3 years. The city is able to purchase a factory direct, 2025 Sutphen Heavy Duty Monarch Engine-HS 8209 and have it delivered by the end of August 2025 for $996,800. This price includes decals, outfitting of lights, headsets, 3-days of training, and a final inspection at the manufacturing plant.

This engine is the same manufacturer as the current engine the city has which will make it easier for staff to familiarize themselves with it, parts will be interchangeable and city mechanics understand how it works making it easier for them to work on when needed.

A budget amendment for the difference between the cost of the new engine and the insurance proceeds, $494,398, is being asked of commission.

FISCAL IMPACT STATEMENT:

A budget amendment for $494,398 will be needed for the difference in the price of the new engine and the insurance proceeds for the damaged engine.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Resolution 2025-06 Fire Truck Replacement and Budget Amendment.

SUGGESTED MOTION:

Motion to accept Resolution 2025-06 to move $494,398 from reserves to the capital fund for the purchase of a new 2025 Sutphen Fire Engine to replace Engine #77 due to damage due to no fault of the city.

ATTACHMENT:
1. Resolution 2025_06 Budget Amendment #3 FY 24_25
2. Resolution 2025-06 Attachment A

RESOLUTION 2025-06

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 THE 2020 SUTPHEN FIRETRUCK FOR $494,398 FROM GENERAL FUND RESERVES, APPROVING THE PURCHASE OF A NEW 2025 SUTPHEN FIRETRUCK, 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 the replacement of the 2020 Sutphen Firetruck damaged from an incident on March 14, 2025 causing it to be fully inoperable; and

WHEREAS, staff, after an assessment of all options associated with replacing the damaged 2020 firetruck determined the purchase of a 2025 Sutphen at a cost of $996,800 would be most beneficial to the city and its residents; and

WHEREAS, the city will be receiving $502,402 from its insurance carrier for the replacement of the damaged firetruck; 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 $24,530,998 and the Capital Improvement Fund Budget to $6,732,398 for the purchase of a new 2025 Sutphen firetruck as presented in Attachment A.

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

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

_____
VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this _____day of _____, 2025.

PROPOSAL

TO THE:
Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

DATE: May 13, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal and the Terms and Conditions there in:

One (1) Sutphen Heavy Duty MONARCH ENGINE-HS 8209 Complete and Delivered for the Total Sum of ..... $ 996,800.00

**** Cost based on Sourcewell Contract # 113021- SUT**

NOTE: If the invoice for the trucks is paid in full within 72 hours of arrival at South Florida Emergency Vehicles, you may deduct $ 15,000.00 for a payment of $ 981,800.00. Otherwise payment in full is expected at delivery.

The apparatus and equipment being proposed shall be completed within approximately three to four (3-4) months after approval of this Proposal subject to delays for all causes beyond our control.

This Proposal shall be valid for 21 days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 21 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Guy Lombardo
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation
573-216-2562

TERMS & CONDITIONS

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

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

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

Final payment shall be made within 72 hours of the unit arriving at the dealership to receive the stated discount, FULL payment must be made at the time of delivery of the completed truck. Any loose equipment, shelving, and graphics will be completed by the dealership. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

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

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

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

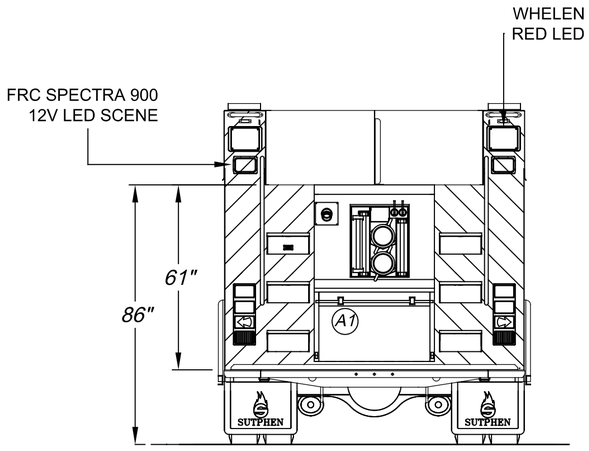
The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In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

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

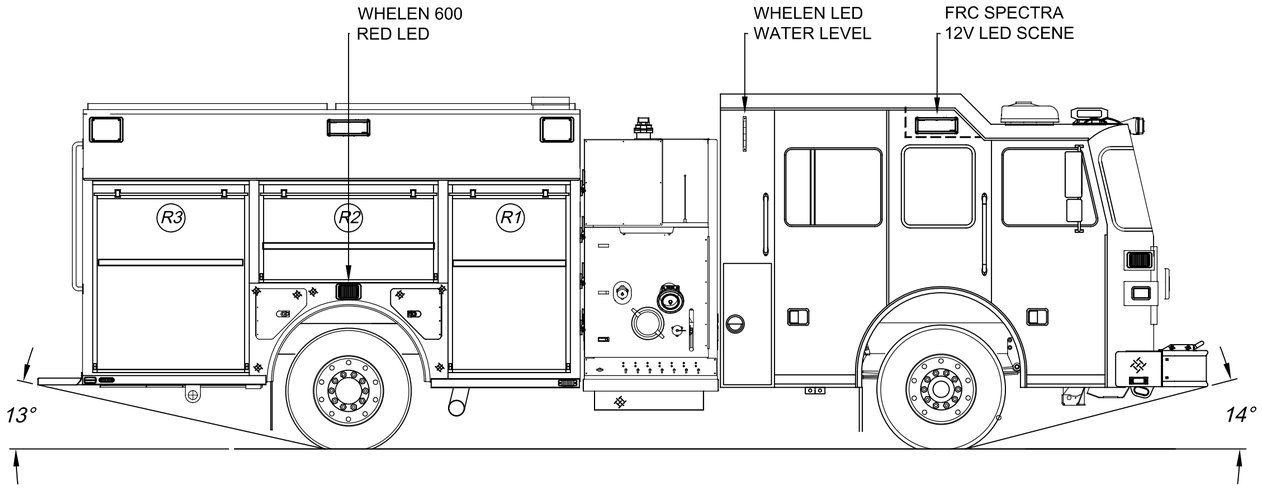
After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation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

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

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



LADDER CHUTE
24'-2 SEC
14' ROOF
10' FOLDING
(2) SUCTION HOSE
(2) PIKE POLE

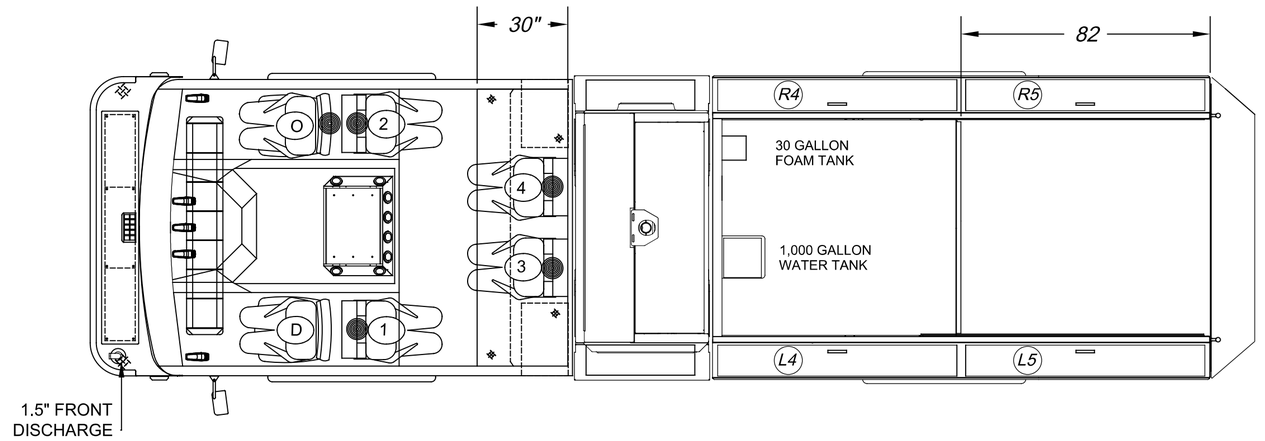


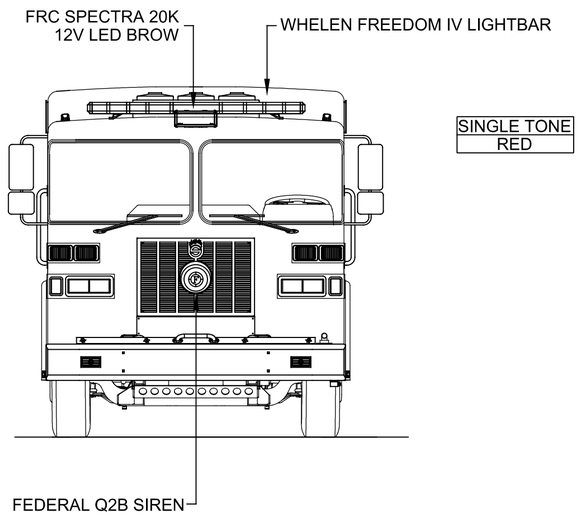
LEFT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
L1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	37.4 CU. FT.
L2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
L3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.
L4/L5	LIFT-UP	82"W X 13.5"H X 19"D	75"W X 9.5"H	24 CU. FT.

RIGHT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
R1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	37.4 CU. FT.
R2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
R3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.
L4/L5	LIFT-UP	82"W X 13.5"H X 19"D	75"W X 9.5"H	24 CU. FT.

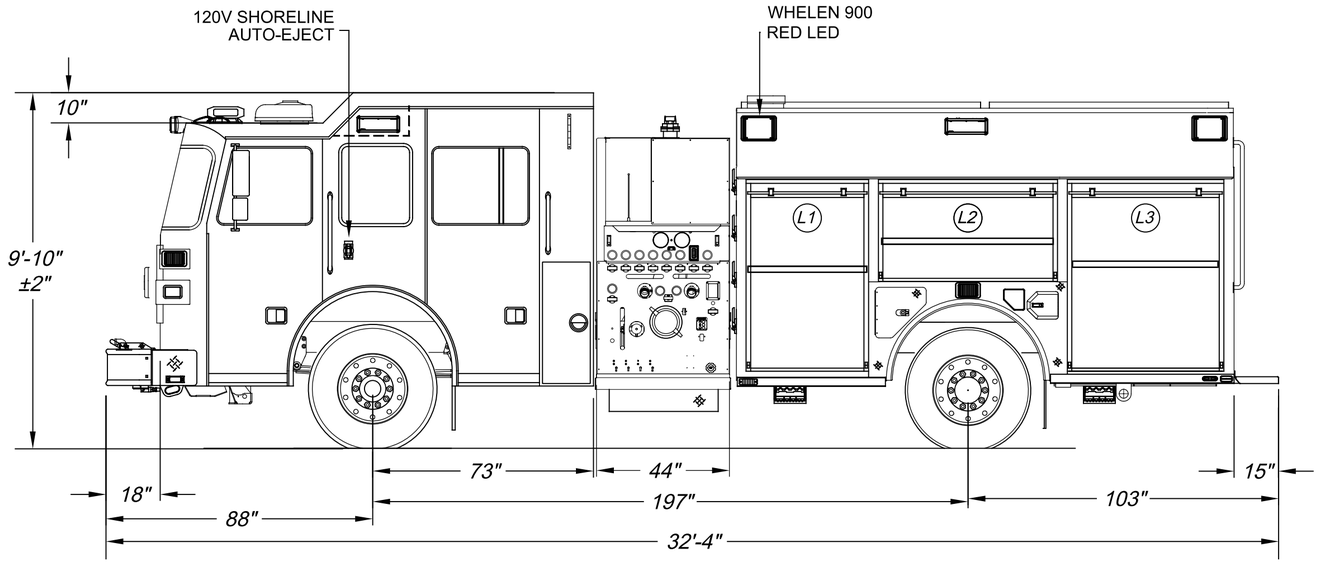
REAR STEP COMPARTMENT				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
A1	ROLL-UP	39 1/2"W X 28"H X 31"D	36 3/4"W X 19"H	19.8 CU. FT.

BASE STORAGE: 246 CU. FT.
TOTAL STORAGE: 294 CU. FT.





SINGLE TONE
RED



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

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

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE
E	REFERENCE SHOP ORDER REVISION EMAIL	TF	10/18/24
D	REFERENCE SHOP ORDER REVISION EMAIL	TF	09/20/24
C	REFERENCE SHOP ORDER REVISION EMAIL	TF	09/17/24
B	REFERENCE SHOP ORDER REVISION EMAIL	TF	07/23/24

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

DRAWN BY: T.FAHOUM

DATE: 06/06/24

MFG. FACILITY: URBANA STOCK PUMPER

SUTPHEN

STOCK 589

PROGRAM 1 CUSTOM PUMPER

DWG. NO.: HS-8209

Sutphen Component Report Dealership: Sutphen Corporation	HS- 8209 Stock 589 (G9)
	Order#: DO004062 Contact: Richie Miller Position: Sales Operations Manager Phone: 614-923-2453 Mobile: 614-813-8028 Email: richie.miller@sutphencorp.com

Bill To	Ship To
Customer: Sutphen Corporation Contact: Richie Miller, Sales Operations Manager Address: 6450 Eiterman Rd, Dublin, OH 43016c	Customer: Sutphen Corporation Contact: Richie Miller, Sales Operations Manager Address: 6450 Eiterman Rd, Dublin, OH 43016

Comments
Project Manager: Tawfik Fahoum Sales Person: Richie Miller Revision Level: **REV-E** Truck Type: Program Pumper, G9 Body Facility: Urbana

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2		1	**ENG Truck Series = Program 1
3		1	**ENG Pump Module Series = Program Module
4		1	**REV-B** **ENG Electrical System = Class 1 Gen 2 Multiplex.
5	10000225	1	STD WIRING SCHEMATIC (USB)
6	10001200	1	MAXIMUM APPARATUS HEIGHT = N/A
7		1	**ENG Overall Apparatus Height = 9'-10" +/- 2".
8	10001220	1	MAXIMUM APPARATUS LENGTH = N/A
9		1	**REV-C** **ENG Overall Apparatus Length = 32'-4” +/- 2".
CHASSIS			
10	10010001	1	CHASSIS, CUSTOM
11	51010105	1	**REV-C** WHEELBASE = 197”
12		1	**REV-D** **ENG PTA Number = 99.19".
13		1	**ENG AF Number = 54".
14	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)

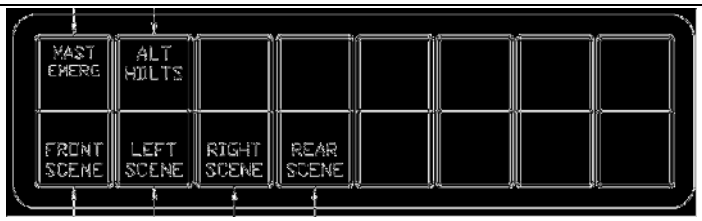
Line	Item #	Qty	Item Description/Comments
15	45040100	1	FRONT BUMPER CLIP
16	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
17	46010000	1	REAR TOW EYES, PAINTED
18	40010250	1	STEERING - ROSS TAS-85
19	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
20	23014130	1	ENGINE, CUMMINS L9 450HP DOC-DPF-DEF-SCR OBD
21	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
22	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
23	23030006	1	AIR INTAKE/EMBER SEPARATOR
24	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098
25	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009
26	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)
27	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES
28	47024050	1	TRANSMISSION COOLER
29	47030000	1	ALLISON TOUCH PAD SHIFTER
30	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED
31	21021200	1	COOLING SYSTEM
32	21030195	1	COOLANT FILTER
33	21030000	1	FAN CLUTCH
34	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
35	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
36	26030000	1	FUEL FILL
37	26030100	1	FUEL COOLER
38	24040000	1	DIESEL EXHAUST FLUID TANK
39		1	**ENG DEF Access = Hinged Door for DEF Access.
40	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003

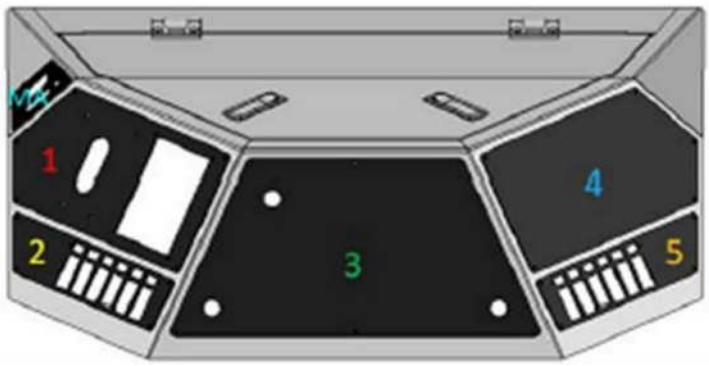
Line	Item #	Qty	Item Description/Comments
41	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
42	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
43	15031700	1	BATTERY JUMPER TERMINALS
44	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
45		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
46		1	**ENG Shoreline Cover Color = Red.
47	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
48		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
49	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
50	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
51	41040510	1	STEER ASSIST
52	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
53	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
54	14530100	1	TOP SPEED, 68 MPH
55	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
56	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
57	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
58	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
59	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
60	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
61	44271100	1	MUD FLAPS, FRONT (PAIR)
62	44271200	1	MUD FLAPS, REAR (PAIR)
63	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
64	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)
65	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
66	18030010	1	AIR BRAKE RELEASE VALVE, WABCO

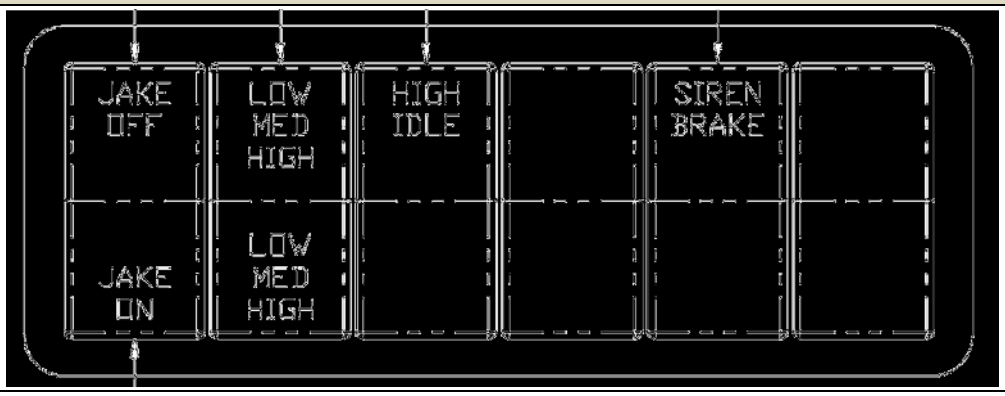
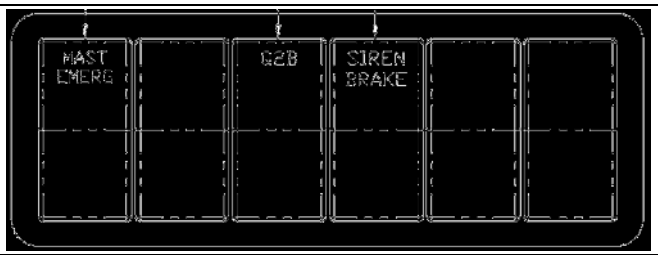
Line	Item #	Qty	Item Description/Comments
67	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
68		1	**ENG Specify Central Location for Air Tank Drain Valves = Under L1 Compartment. Label each Drain.
69	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
70		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
71	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
72	18036105	1	TIMER, KUSSMAUL AUTO PUMP
73	18210000	1	ELEC STABILITY CONTROL SYST
74	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
75	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
76	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
			CAB
77	11023250	1	CAB TSAL4E 73" 10" RR 1/2
78	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
79	11030950	1	CAB LOCKDOWN LATCHES
80	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
81	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
82	11031100	1	MANUAL BACK-UP TILT SYSTEM
83	11031350	1	CAB DOORS, FULL LENGTH (4)
84	11031386	1	CAB STEPS, LOWER & INTERMEDIATE DIAMONDPLATE
85	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
86	11031421	1	CAB DOOR WINDOWS, POWER (4)
87	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
88	11031460	1	NO WINDOWS, BACK WALL OF CAB
89	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
90	52010010	1	ELECTRIC INTERMITTENT WIPERS
91	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
92		1	**ENG Override Switch to Re-Engage Wipers? = Yes.

Line	Item #	Qty	Item Description/Comments
93	52030200	1	WINDSHIELD WASHER RESERVOIR
94	38010320	1	**REV-E** MIRRORS RETRAC DUAL-VISION HEATED & REMOTE
95	11024400	1	UPPER GRILLE, LEVEL STYLE FACADE (L9)
96	11024510	1	FLAMING “S” LOGO, UPPER GRILLE, ILLUMINATED
97		1	**ENG LED backlight color for upper grille = Red
98	11024600	1	LOWER GRILLE, POLISHED STAINLESS (L9)
99	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
100		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
101	20029800	1	BUMPER SIDES, DIAMONDPLATE
102	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
103	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
104	20030510	1	CUT-OUT IN STORAGE WELL COVER
105		1	**ENG Cut-Out for Treadplate Storage Well Cover = For Driver's side Front Bumper Discharge Hose Connection.
106	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
107	12010400	1	**REV-C** AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION
108		1	**ENG Air Horns Location: Outboard, (1) each side.
109	12030010	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)
110	12030350	1	LANYARD CONTROL FOR AIR HORNS
111	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
112	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
113	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
114	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
115		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
116	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
117	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
118	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE

Line	Item #	Qty	Item Description/Comments
119		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
120		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
121	32520525	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (TRIPLE UPPER WARNING)
122		1	**ENG Headlight Interior Finish = Chrome.
123	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
124		1	**ENG Independent Deactivation Switch for Alternating Flasher = Provided
125	48010305	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (LOWER HOUSING)
126	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
127	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
128	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
129	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
130	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
131	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
132	27040100	1	INTERIOR DOOR, NYLON STRAP
133	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
134	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
135	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
136	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
137	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT
138	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
139	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
140	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
141	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
142	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
143	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
144	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD

Line	Item #	Qty	Item Description/Comments
145	11032929	1	DOOR PANEL, FULL STS
146	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
147	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
148	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
149	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
150	22610050	1	ENGINE HOOD LIGHT, LED (1)
151	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
152	11031712	1	UPPER CREW DOOR AREA, OPEN
153	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
154	88888888	1	**REV-B** SPECIAL ITEM, CLASS 1 GEN 2 MULTIPLEX SYSTEM
155		1	**REV-B** **CLAR NOTES, -All overhead and lower console consoles that include switching will be getting the Class 1 Smart switches. -Warning Indicators and Seat Belt warning will be integrated into a Class 1 UV500 screen in Overhead Console 4.
156	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
157		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
158		1	**REV-D** **ENG Overhead Console Position 1 (Class 1 Smart Switches): Switch #1: Top Portion: Master Emergency. Bottom Portion: Front Scene. Switch #2: Top Portion: Alt Headlights. Bottom Portion: Left Scene. Switch #3: Top Portion: Blank. Bottom Portion: Right Scene. Switch #4: Top Portion: Blank. Bottom Portion: Rear Scene.
159		1	
160		1	**ENG Overhead Console Position 2: -Jensen Stereo.

Line	Item #	Qty	Item Description/Comments
161		1	**ENG Overhead Console Position 3: -HVAC Controls.
162		1	**REV-B** **ENG Overhead Console Position 4 (UV500 Screen): -Chassis Indicators. -Seat Belt Monitor. -Air Horns Lanyard.
163		1	**ENG Overhead Console Position 5: -Blank.
164		1	**ENG Overhead Console Position 6: -Blank.
165		1	**ENG Overhead Console Position 7: -Blank.
166	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			Lower Command Console (9L & 12L engines): 
167		1	**ENG Lower Command Console Finish: Black Urethane.
168		1	**ENG Lower Console Panel's Finish: Black Wrinkle.
169		1	**ENG Lower Console Position 1: -Transmission Shift Pad. - Pump shift.
170		1	**REV-E** **ENG Lower Console Position 2 (Class 1 Smart Switches): Switch #1: Top Portion: Jake Off. Bottom Portion: Jake On. Switch #2: Top Portion: Jake Low/Med/High. Bottom Portion: Jake Low/Med/High. Switch #3: Top Portion: High Idle. Bottom Portion: Blank. Switch #4: Top Portion: Blank. Bottom Portion: Blank. Switch #5: Top Portion: Siren Brake. Bottom Portion: Blank.

Line	Item #	Qty	Item Description/Comments
171		1	
172		1	**ENG Lower Console Position 3: -Parking Brake. -Whelen Siren Head (installed as low as possible). -12V PowerPoints (called out below).
173		1	**ENG Lower Console Position 4: -Blank.
174		1	**REV-D** **ENG Lower Console Position 5 (Class 1 Smart Switches): Switch #1: Top Portion: Master Emergency. Bottom Portion: Blank. Switch #2: Blank. Switch #3: Top Portion: Q2B. Bottom Portion: Blank. Switch #4: Top Portion: Siren Brake. Bottom Portion: Blank.
175			
176	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
177	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
178	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
179	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
180	30031100	1	HIGH IDLE SWITCH
181	11040000	1	CAB ACCESSORY FUSE PANEL
182	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
183		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
184	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE

Line	Item #	Qty	Item Description/Comments
185		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
186	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
187		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
188	30110000	1	**REV-B** SPECIAL ITEM, VEHICLE DATA RECORDER, CLASS 1
189		1	**REV-B** **ENG VDR will be integrated into the Class 1 Gen 2 multiplex switches.
190	30031810	2	12V POWER POINT (2)
191		1	**ENG Power Point Location #1: Lower Console Position 3, Driver's corner.
192		1	**ENG Power Point Location #2: Lower Console Position 3, Officer's corner.
193	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX (2)
194		1	**ENG Powerwerx USB/USBC Power Point Location #1: Lower Console Position 3, Driver's corner.
195		1	**ENG Powerwerx USB/USBC Power Point Location #2: Lower Console Position 3, Officer's corner.
196	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
197	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
198	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
199	28090003	1	HEAT TO FEET
200	28090100	1	A/C TO FACE
201	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
202	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
203	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
204	38340110	1	PRIMARY SEAT POSITION
205	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
206	38320000	1	HELMET STORED IN COMPARTMENT
207	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)

Line	Item #	Qty	Item Description/Comments
208	38340110	1	PRIMARY SEAT POSITION
209	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
210	39030030	1	OFFICER'S SEAT COMPT, FRONT DOOR W/LOCKING LATCH
211	38320000	1	HELMET STORED IN COMPARTMENT
212	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
213	38340110	1	PRIMARY SEAT POSITION
214	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
215	38320000	1	HELMET STORED IN COMPARTMENT
216	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
217	38340110	1	PRIMARY SEAT POSITION
218	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
219	38320000	1	HELMET STORED IN COMPARTMENT
220	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
221	38340120	1	SECONDARY SEAT POSITION
222	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
223	38320000	1	HELMET STORED IN COMPARTMENT
224	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
225	38340120	1	SECONDARY SEAT POSITION
226	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
227	38320000	1	HELMET STORED IN COMPARTMENT
228	39550200	1	SEAT COLOR, BLACK
229	39610115	5	SCBA BRACKETS, IMMI SMART DOCK (5)
230	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
231	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
232	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
233	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT

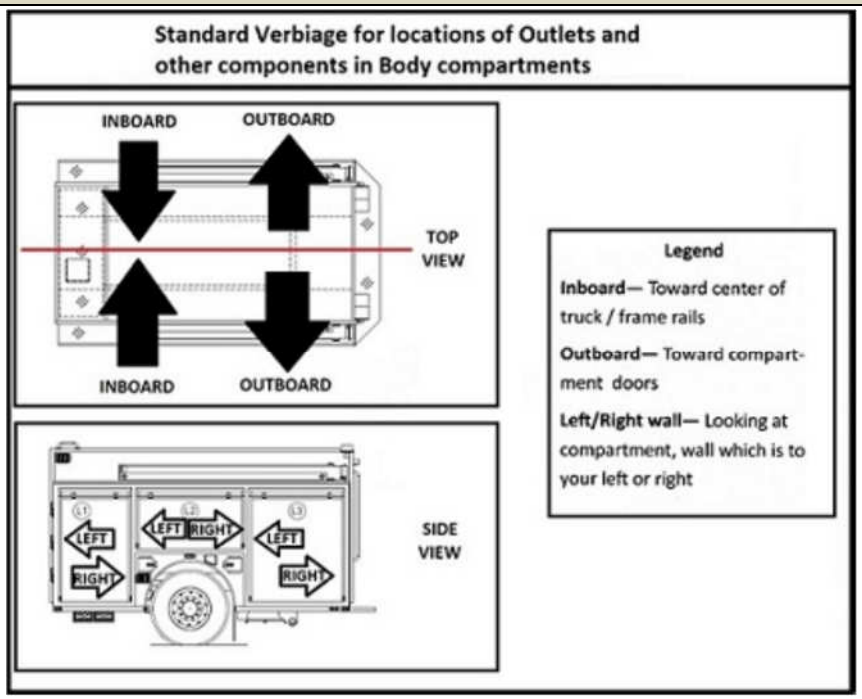
Line	Item #	Qty	Item Description/Comments
234	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
235		1	**ENG Camera Mounting Location Rear of Body.
236		1	**ENG Camera Monitor Mounting Location Below Overhead Command Console Position 3.
			PUMP & PLUMBING
237	60080003	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
238	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
239	60025950	1	PUMP GEARBOX YOKE, 1710
240	60026000	1	PUMP PACKING, HALE
241	60031005	1	ALLOY ANODES, HALE (2)
242	60035123	1	PUMP TEST, THIRD PARTY TESTING
243	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
244	62010002	1	STAINLESS STEEL PIPING
245	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
246	61729120	1	VALVE, AKRON, HEAVY DUTY
247	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
248	73090001	1	TANK FILL 2"
249	61729120	1	VALVE, AKRON, HEAVY DUTY
250	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
251	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
252	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
253	63021500	1	6" MAIN SUCTION, LEFT SIDE
254	65090000	1	2.5" LEFT SIDE INLET
255	61729120	1	VALVE, AKRON, HEAVY DUTY
256	61770905	1	ACTUATOR, VALVE, SWING CONTROL
257	60036010	1	THREADS, NST
258	63025500	1	6" MAIN SUCTION, RIGHT SIDE
259	64090000	1	2.5" RIGHT SIDE INLET

Line	Item #	Qty	Item Description/Comments
260	61729120	1	VALVE, AKRON, HEAVY DUTY
261	61770905	1	ACTUATOR, VALVE, SWING CONTROL
262	60036010	1	THREADS, NST
263	65540500	1	SUCTION EXTENSION FOR FUTURE WITH BLANK OFF PLATE, OFFICER'S SIDE
264	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
265	61729120	1	VALVE, AKRON, HEAVY DUTY
266	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
267	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
268	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
269	60036010	1	THREADS, NST
270	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
271	61729120	1	VALVE, AKRON, HEAVY DUTY
272	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
273	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
274	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
275	60036010	1	THREADS, NST
276	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
277	61729160	1	VALVE, AKRON, SLOW CLOSE
278	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
279	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
280	61810160	1	DISCHARGE TERMINATION, STRAIGHT
281	60036010	1	THREADS, NST
282	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
283	61729120	1	VALVE, AKRON, HEAVY DUTY
284	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
285	77090000	1	GAUGE, DISCH, CLASS 1 2.5"

Line	Item #	Qty	Item Description/Comments
286	61810160	1	DISCHARGE TERMINATION, STRAIGHT
287	60036010	1	THREADS, NST
288	61888888	1	SPECIAL ITEM, ADAPTER FOR DISCHARGE #4 2.5" NST (F) x 2.5"NST (M) 30 DEGREE DOWN
289	71590000	1	DISCHARGE, 2.5" LEFT REAR
290	61729120	1	VALVE, AKRON, HEAVY DUTY
291	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
292	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
293	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
294	60036010	1	THREADS, NST
295	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
296	61729120	1	VALVE, AKRON, HEAVY DUTY
297	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
298	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
299	60036010	1	THREADS, NST
300		1	**ENG Front Bumper Swivel Location/Side = Driver's side.
301		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
302	72590002	1	DECK GUN DISCHARGE 3"
303	61729160	1	VALVE, AKRON, SLOW CLOSE
304	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
305	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
306	72570100	1	DECK GUN TERMINATION, THREADED
307		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = N/A.
308	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
309	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
310		1	**ENG Crosslay Hose Load Requirement = 200’ of 1.75” Hose Each.
311	61729120	2	VALVE, AKRON, HEAVY DUTY (2)

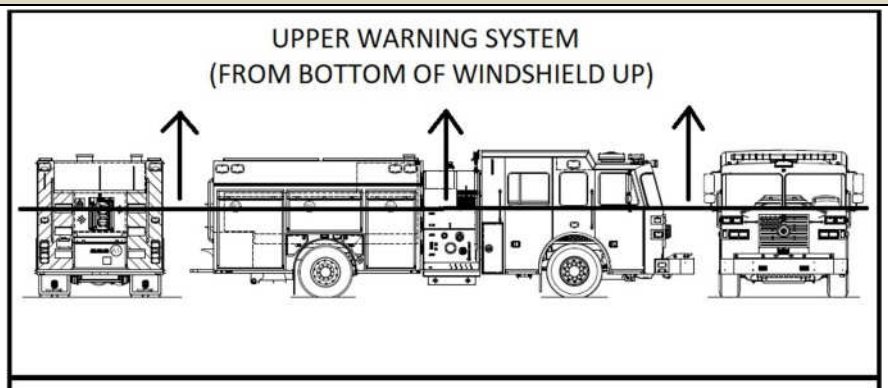
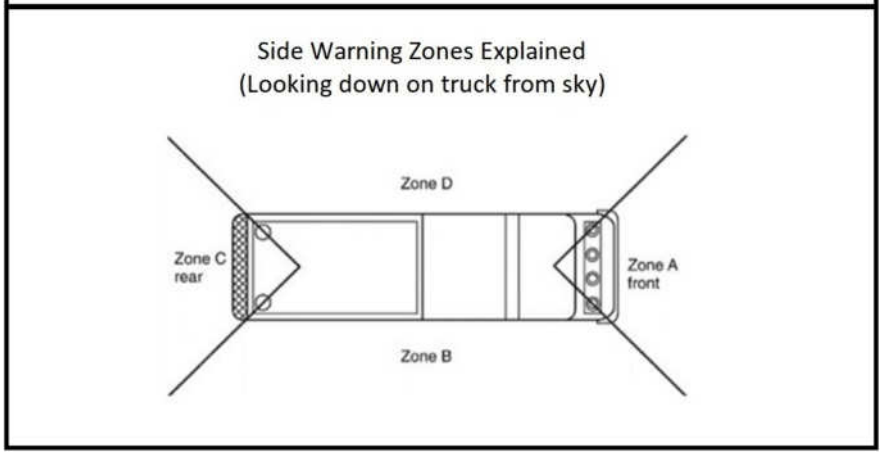
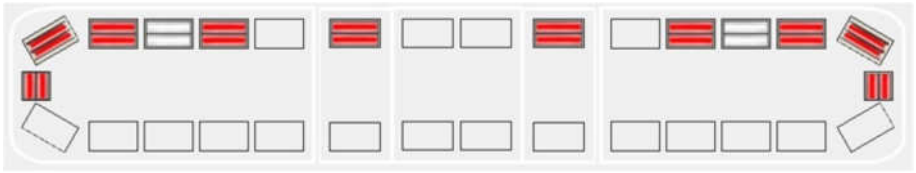
Line	Item #	Qty	Item Description/Comments
312	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
313	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
314	60036010	2	THREADS, NST (2)
315	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
316		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
317	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
318		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = Mfg. Discretion.
319	61742000	1	MASTER PUMP DRAIN, MULTIPORT
320	61790510	9	DRAIN VALVES, HALE, LIFT-UP (9)
			PUMP PANEL
321	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
322	74928100	1	PUMP MODULE LENGTH, 44"
323	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
324	88888888	1	**REV-B** SPECIAL ITEM, HDPDM MODULE IPO PMEC BOX
325		1	**REV-B** **CLAR NOTES, -There will be no PMEC box on in this pump module. -All the electrical components that would run through the PMEC will be integrated in the Class 1 HDPDM modules instead.
326	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
327		1	**ENG Pump Panel Label Verbiage Standard = Yes.
328	74931055	1	COLOR CODING (PRG)
329		1	**ENG Color Coding Standard = Yes.
330	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)
331	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
332	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
333	74931590	1	PLUMBING FINISH, NON-PAINTED
334		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
335	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS

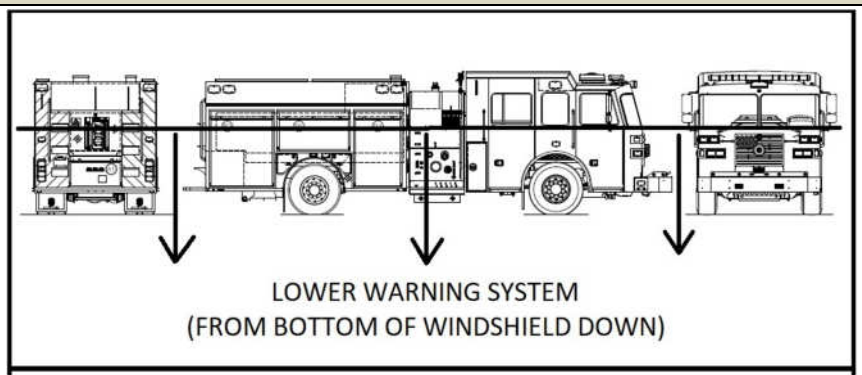
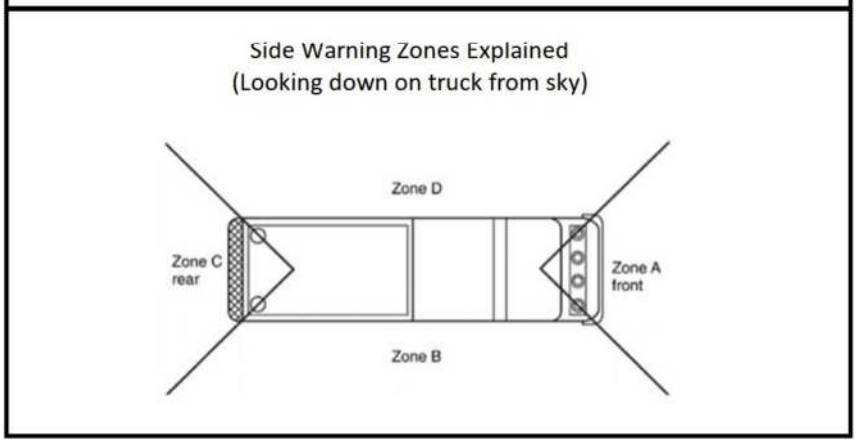
Line	Item #	Qty	Item Description/Comments
336	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
337		1	**ENG Running Board Trough Cover = Velcro Straps.
338	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
339	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
340	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
341	60090030	1	PUMP PRIMER, TRIDENT, AIR
342	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
343	76088888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER
344		1	**ENG Remote mount primer in pump module in case future customer of demo unit wants front suction.
345	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
346	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL
347	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
348	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
349	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
350	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
351		1	**ENG Water Level Gauge Color Multi Color.
352	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
353		1	**ENG Class of Foam for Foam Gauge = Class A.
			WATER TANK
354	83525200	1	WATER TANK BRAND, UPF
355	83590005	1	WATER TANK, 1000 GAL, POLY
356	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
			BODY
357	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
358	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK
359	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
			BODY COMPARTMENTS

Line	Item #	Qty	Item Description/Comments
			
360	81130200	1	ADJUSTABLE SHELF [L1] (1)
361	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (2)
362	81130200	1	ADJUSTABLE SHELF [L2] (1)
363	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (2)
364	81130200	1	ADJUSTABLE SHELF [L3] (1)
365	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (2)
366	81130200	1	ADJUSTABLE SHELF [R1] (1)
367	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (2)
368	81130200	1	ADJUSTABLE SHELF [R2] (1)
369	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (2)
370	81130200	1	ADJUSTABLE SHELF [R3] (1)
371	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (2)
372	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
373		1	**ENG Turtle Tile Color = Black.
374	81165705	1	UNISTRUT TRACK IN COMPTS
375	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM

Line	Item #	Qty	Item Description/Comments
376	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
377	80290012	1	COMPT DOORS, ROM ROLL-UP, PAINTED
378	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
379	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (7)
380		1	**ENG Doors to have splash guards w/drains = All Body Roll-up Doors.
381	80230300	1	COMPT INTERIOR FINISH, SMOOTH
382	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
			BODY EXTERIOR
383	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
384		1	**ENG List the Hose Bed Hose Load Req. = N/A
385	81330100	1	STANDARD HOSEBED HEIGHT
386	81410000	1	COVER, VINYL, MAIN HOSE BED
387		1	**ENG Hosebed Cover Color = Black.
388	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
389		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = Mfgr's Discretion.
390	81330300	1	HOSE BED DIVIDER, ADJ (1)
391	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
392	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
393	81910100	1	HANDRAILS, KNURLED STS
394	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
395		1	**ENG Step Light Color = White.
396	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
397	82510000	1	RUB RAILS, ANODIZED ALUM
398	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
399	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
400	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
401		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.

Line	Item #	Qty	Item Description/Comments
402	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS
403		1	**ENG Location of Dividers for Triple SCBA Compartments = Forward of Rear Axle.
404	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
405	80290410	3	DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT (3)
406	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT
407		1	**ENG Suction Hose Location = N/A.
408	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE
409	88550300	1	STRAINER NOT PROVIDED
410	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
411	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
412	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
413	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR
			ELECTRICAL
414	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
415	84511100	1	BODY ELECTRICAL DESCRIPTION
416	88888888	1	**REV-B** SPECIAL ITEM, CLASS 1 GEN2 MULTIPLEX ELECTRICAL SYSTEM
417	84520000	1	BACK UP ALARM, ECCO SA917
418	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
419		1	**ENG Tail Light Housing Color = Chrome.
420	85110100	1	ICC LIGHTS, LED
421	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
422	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED
423	86528999	1	DELETE REAR WORK LIGHTS
424	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			 
425	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
426	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
427		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (6) forward-facing red LED modules and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
428	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
429	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
430		1	**ENG Zone C, Upper Rear Beacon Color/Details = Red LED/Red Lenses.
431	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
432	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			 LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)  Side Warning Zones Explained (Looking down on truck from sky) Zone D Zone C rear Zone A front Zone B
433	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
434		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.
435	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
436		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
437	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
438		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.
439	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
440		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
441	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
442		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = Red LED/Red Lenses.
443	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
444		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.
445	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)

Line	Item #	Qty	Item Description/Comments
446		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
447	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
448		1	**ENG Whelen 900 LED Warning Light Color = Red.
449		1	**ENG Whelen 900 LED Lens Color = Red.
450		1	**ENG Whelen 900 LED Mounting Location = Upper Body Side, Front Corner, 1 each side.
451	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (1)
452		1	**ENG Scene Light Details = -White Housing, Chrome Bezel, Switched in Cab, Overhead Console Position 1, "Front Scene".
453	88390912	4	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, SURFACE MOUNT (4)
454		1	**ENG Scene Light Details = -(1) light each side of Cab above middle Cab windows. Chrome Bezels. Switched in Cab, Overhead Console Position 1, "Left Scene", "Right Scene". -(1) light each side of Body above L2/R2 compartments. Chrome Bezels. Switched in Cab, Overhead Console Position 1, "Left Scene", "Right Scene".
455	88390950	2	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (2)
456		1	**ENG Scene Light Details = -Rear of Body, under Whelen 900 Warning lights. Chrome Bezels. Switched in Cab, Overhead Console Position 1, "Rear Scene". Wired to Reverse.
			PAINT & FINISH
457	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
458	90010020	1	PAINT SCHEME
459	90030004	1	PAINT, SINGLE TONE
460		1	**ENG Single Tone Paint Color = Red.
461	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
462	90030190	1	TEXTURED FRAME RAIL COATING
463	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
464		1	**ENG Note Paint AC Condenser Color = Red.
465	90510100	1	LETTERING, NOT PROVIDED
466	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
467		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #L2 Fluorescent Lime.
			EQUIPMENT

Line	Item #	Qty	Item Description/Comments
468	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
469	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
470		1	**ENG Wheel Chock Mounting Locations = (1) Under L1 and (1) Under L3.
COMPLETION & WARRANTY			
471	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
472	99031105	1	PICK-UP UNIT AT FACTORY
473	99520110	1	WARRANTY, ONE YEAR
474	99521100	1	WARRANTY, FRAME, LIFETIME
475	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
476	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
477	99521400	1	WARRANTY, PAINT, 10 YR.
478	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-07 Budget Amendment #1-Sewer Lift Station Upgrade Design Contract

SYNOPSIS:

The City has three sewer projects, including upgrades to the master station and lift stations, the force main, and retrofit north of Dunlawton that staff have been applying for grant funding to complete. Partial funding for these projects has been approved through two Community Development Block Grant Disaster Recovery (CDBG-DR) grants totaling $5,616,767 and a Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant for $14,550,000.

The city is currently applying for additional grant funding totaling the remainder of the cost of the projects, $9,922,038 where design will aid in the grant process as the city will have "shovel-ready" projects ready for construction.

The capital improvement plan does account for the design costs for these projects over the next two years; $248,200 FY 24-25, and $2,144,400 FY 25-26 for a total of $2,392,600. The funds will remain in the capital improvement fund, invested, until needed for the design.

FISCAL IMPACT STATEMENT:

This resolution will require a budget amendment of $2,293,088 from sewer reserves.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2025-07 as presented.

SUGGESTED MOTION:

Approval of Resolution 2025-07 as presented.

ATTACHMENT:
1. Resolution 2025_0 Sewer Budget Amendment #1 FY 24_25
2. Attachment A Design Contract Resolution 2025-07

RESOLUTION 2025-07

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE SEWER FUND AND SEWER CAPITAL IMPROVEMENT FUND FY 2024-2025 BUDGET FOR THE DESIGN OF THREE SEWER PROJECTS FOR UPGRADES TO THE MASTER STATION AND LIFTSTATIONS, FORCE MAIN, AND IMPROVEMENTS AND RETROFIT NORTH OF DUNLAWTON FOR $2,293,088 FROM SEWER FUND RESERVES, APPROVING THE CONTRACT FOR DESIGN SERVICES, 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 the design of three sewer projects including upgrades to the master station and lift stations, the force main, and retrofit north of Dunlawton; and

WHEREAS, partial funding for these projects is approved through two Community Development Block Grant Disaster Recovery (CDBG-DR) grants totaling $5,616,767 and a Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant for $14,550,000; and

WHEREAS, the city is currently applying for additional grant funding totaling the remainder of the cost of the projects, $9,922,038; and

WHEREAS, the city budgeted over the next two years the cost of the design for the projects where the purchase order is required in FY 24-25.

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

WHEREAS, a budget amendment is required to include the approval of the design contract 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 Sewer Fund budget shall be amended to $25,432,088 and the Sewer Capital Improvement Fund Budget to $13,730,588 for the execution of the design contract as presented in Attachment A.

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

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

_____
VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this _____day of _____, 2025.

April 7, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Master Pump Station (MPS) and Lift Stations Upgrades Project

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The proposed Task Authorization (TA) is for design phase services. This scope of services and fee estimate includes work required for data collection, site reconnaissance, survey, geotechnical investigation, preliminary design, final design, permitting, funding assistance and bidding support services. It excludes construction administration (CA) and construction engineering inspection (CEI) services. It is anticipated that these services will be provided under the terms of a separate TA for CA & CEI services.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad Blais, P.E.
Vice President

Meifa Chen, PhD, P.E.
Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

EXHIBIT A
CITY OF DAYTONA BEACH SHORES SEWAGE COLLECTION AND RESILIENCY UPGRADES

SCOPE OF SERVICES AND FEE ESTIMATE
FOR MASTER PUMP STATION AND LIFT STATIONS UPGRADE PROJECT

This Scope of Services is in conformance with the Contract Agreement for Engineering Services for Sewage Collection and Resiliency Upgrades, issued per RFQ #2025-02, dated October 25, 2022 between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) dated_____and is referred to hereinafter as the Contract.

GENERAL
The project involves upgrading the OWNER's Master Pump station (MPS) and 11 lift stations. The conceptual designs and budgets for upgrades to the MPS and 11 lift stations are presented in the Clean Water State Revolving Fund Facility Plan Report dated June 2024 prepared by MEAD & HUNT. Project construction will be largely funded by a FDEP special appropriation grant and a CDBG grant being managed by the County of Volusia under the Transform386 program. This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Data Collection and Site Reconnaissance
- Phase 3 – Preliminary Design
- Phase 4 – Finaly Design
- Phase 5 – Permitting Support
- Phase 6 – Bidding Support
- Phase 7 – Funding Assistance
- Phase 8 - Subconsultants and Reimbursables Phase.

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting
MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination
MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 18-month project duration. The PM will manage the development of project work and subconsultant efforts.

Progress Meetings
MEAD & HUNT will coordinate and conduct up to six (6) progress meeting with the project team and OWNER staff to review project status, challenges and solutions, and coordination needed. Following the meeting, MEAD & HUNT will prepare meeting summaries and distribute them to the attendees.

Deliverables – Project Management

- Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Subconsultant Work Coordination
MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Subsurface Utility Engineering (SUE) and Utility Coordination
Subsurface utility exploration (SUE) will be provided by Southeastern Surveying & Mapping Corporation (SSMC) per the terms of their proposal, attached. This work effort will be coordinated by MEAD & HUNT.

MEAD & HUNT will coordinate with existing utilities for work at existing master pump station and lift station sites. This includes determination of power supply and availability with FPL and potential utility conflicts with other franchise utilities. SSMC and the geotechnical subconsultant will submit 'dig' tickets for SUE and soil borings at each site.

Site Reconnaissance and Data Collection
MEAD & HUNT will visit the lift station sites with OWNER staff as required to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN AND 30% DESIGN

Preliminary Design Report
MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include design calculations and conceptual designs and layouts for the MPS and each lift station site.

30% Design Plans

MEAD & HUNT will prepare 30% design plans for civil, site and mechanical elements for the MPS and 11 lift station locations. The plans will be developed based upon design calculations and conceptual designs presented in the PDR.

Upon completion of QA/QC, a draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Upon completion of QA/QC, Draft 30% plans will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a 30% plan review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report and 30% plans (electronic PDF format)
- Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report and 30% Plans (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% / Bid Set Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT will prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by the OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency-required or recommended public noticing, if not provided by agency.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application

meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

City Excavation Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application
- Final City Excavation Permit application
- Final County Right-of-Way Permit application

PHASE 6 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, pre-bid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The COUNTY/OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the OWNER to manage funding for the project. Assistance will consist of coordinating with the OWNER and the various funding agencies including FDEP, Volusia County and CDBG to confirm that the project design and bid documents comply with the terms and conditions of the two (2) primary funding sources: FDEP SAHFI Grant and the Transform 386 funding from Volusia County, via FDEP. MEAD & HUNT's funding specialists will review all grant terms and conditions and incorporate requisite requirements within the bid documents and review the bid documents to verify that they meet eligibility requirements.

Prebid Meeting

MEAD & HUNT Funding Representative will attend the prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact the OWNER to obtain required documents and organize all information together to provide to requisite funding agencies.

PHASE 8 – SUBCONSULTANTS AND REIMBURSABLES

MEAD & HUNT will engage subconsultants for the following disciplines: Survey, SUE, Geotechnical and electrical engineering. Subconsultant proposals have been received from: SSMC, Ardaman and Associates and TLC Engineering for survey/sue, geotechnical and electrical services, respectively. Copies of subconsultant proposals are included herein. Subconsultant costs will be billed at actual cost plus 10%.

Estimated reimbursable costs are shown in the compensation table below as allowances. Periodic billings will be billed at actual cost plus 10%. Specific project design elements have not been determined; therefore, scope changes may be required as design progresses. Contingency funds have been identified in Phase 9. If changes in scope are required, the Owner will be notified of potential changes and advised if a contingency release (CR) is required and the estimated cost of the CR.

PHASE 9 – CONTINGENCIES

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

This scope of services excludes all items not specifically described herein. Construction phase services are not included. A subsequent scope and fee estimate, and Task Authorization request will be submitted following bid and project award.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project (18 months)*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*90 days*	*Notice to proceed*
Phase 3 – Preliminary/Conceptual Design	*90 days (Pump selection will be finalized upon the selection of force main route)*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*150 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*30 days*	*60% review meeting*
Task 3 – 100% Design	*15 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*90 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	
Phase 7 – Funding Assistance	*Throughout Project*	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$78,843.00*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$21,946.00*	*Lump Sum*
Phase 3 – Preliminary Design	*$170,922.00*	*Lump Sum*
Phase 4 – Project Design	*$371,120.00*	
Phase 5 – Permitting Assistance	*$29,522.00*	*Lump Sum*
Phase 6 – Bidding Assistance	*$19,960.00*	*Lump Sum*
Phase 7 – Funding Assistance	*$24,324.00*	
Subtotal	***$716,637.00***	
Phase 8 – Subconsultants/Reimbursables	*$187,492.25*	*Actual cost plus 10% administrative markup*
Phase 9 – Contingency at 10%	*$71,663.70*	*Time & Expense*
TOTAL	***$975,792.95***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	(OWNER NAME)	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad Blais, PE
Title:		Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:		Date	April 07, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

CITY OF DAYTONA BEACH SHORES
DBS MPS & LS UPGRADES
ESTIMATED MANHOUR SCHEDULE
April 4, 2025

Phase	Description	Brad Principal/Senior Client Manager	Kris S. Principal/Senior Client Manager	Meifa Principal/Senior Client Manager	Eric Project Engineer	Sofia Engineer I	Wayne Senior Technician	Doris Administrative Assistant	Sheryl Technical Writer	Emily Administrative Assistant	Total Task ($)
	Hourly Rate	$ 323.00	$ 323.00	$ 323.00	$ 180.00	$ 153.00	$ 163.00	$ 95.00	$ 227.00	$ 95.00	See Below
1	**Project Management**										
	Project Coordination	24		80	24			80			$ 45,512.00
	Project Kick-Off Meeting	4	1	4	4	4	4				$ 4,891.00
	Internal Kick-Off Meeting	2	2	4	4	4	4		4	4	$ 5,856.00
	Progress Meetings (Up to 6)	12	12	12	12	12	12	12	12	12	$ 22,584.00
	Subtotals	**42.0**	**15.0**	**100.0**	**44.0**	**20.0**	**20.0**	**92.0**	**16.0**	**16.0**	**$ 78,843.00**
2	**Data Collection and Site Reconnaissance**										
	Subconsultant Work Coordination	4		4	16						$ 5,464.00
	Subsurface Utility Engineering (SUE) Coordination			2	4	4	8				$ 3,282.00
	Utility Coordination			2	4	4	8				$ 3,282.00
	Site Reconnaissance	2		16	16	8					$ 9,918.00
	Subtotals	**6.0**	**0.0**	**24.0**	**40.0**	**16.0**	**16.0**	**0.0**	**0.0**	**0.0**	**$ 21,946.00**
3	**Preliminary Design and 30% Plans**										
	Draft Preliminary Design Report	16		60	60	60	80	16			$ 59,088.00
	QA/QC Preliminary Design Report	24	2	8	8	8	16				$ 16,254.00
	Draft Preliminary Design Report Meeting	2	2	4	4	2	2				$ 3,936.00
	Draft Preliminary Design Report Meeting Summary	2	2	2	4	4					$ 3,270.00
	Final Preliminary Design Report			8	8	8	40				$ 11,768.00
	Draft 30% Plans	40		40	40	40	160				$ 65,240.00
	QA/QC 30% Plans	24		2	2						$ 8,758.00
	Final 30% Plans						16				$ 2,608.00
	Subtotals	**108.0**	**6.0**	**124.0**	**126.0**	**122.0**	**314.0**	**16.0**	**0.0**	**0.0**	**$ 170,922.00**
4	**Project Design**										
	60% Documents	40	4	120	160	160	640				$ 210,572.00
	60% QA/QC	16		4	8	8	16				$ 11,732.00
	60% Review Meeting	4	4	4	4	4	4				$ 5,860.00
	60% Review Meeting Summary	2	2	2	4	4					$ 3,270.00
	90% Documents	24		40	60	60	240				$ 79,772.00
	90% QAQC	16		4	4	4	16				$ 10,400.00
	90% Review Meeting	4	4	4	4	4	4				$ 5,860.00
	90% Review Meeting Summary	2	2	2	4	4					$ 3,270.00
	100% Documents	16		16	16	16	80				$ 28,704.00
	100% QAQC	16	8	4	4	4	8				$ 11,680.00
	Subtotals	**140.0**	**24.0**	**200.0**	**268.0**	**268.0**	**1,008.0**	**0.0**	**0.0**	**0.0**	**$ 371,120.00**
5	**Permitting**										
	FDEP Wastewater Collection System Permit(s)	8		16	16	8	16				$ 14,464.00
	Pre-Application Meeting	4		4	4	4					$ 3,916.00
	FDEP Wastewater Collection System Permit RAI	2		4	4	4					$ 3,270.00
	City Excavation Permit	2		2	4	4					$ 2,624.00
	County Right-of-Way Permit	2		2	4	4					$ 2,624.00
	County Right-of-Way Permit RAI	2		2	4	4					$ 2,624.00
	Subtotals	**20.0**	**0.0**	**30.0**	**36.0**	**28.0**	**16.0**	**0.0**	**0.0**	**0.0**	**$ 29,522.00**
6	**Bidding Assistance**										
	Bid Set Documents	4		4	4	4					$ 3,916.00
	Bid Set QAQC		4	2	2	2					$ 2,604.00
	Prebid	2		2							$ 1,292.00
	Addenda	4		8	8	8					$ 6,540.00
	Bid Opening			2	2						$ 1,006.00
	Bid Review and Recommendation of Award	2		4	8	8					$ 4,602.00
	Subtotals	**12.0**	**4.0**	**22.0**	**24.0**	**22.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ 19,960.00**
7	**Funding Assistance**										
	Agency Coordination and Document Review	8.0		2.0					40.0	24.0	$ 14,590.00
	Pre-Bid Meeting								8.0	2.0	$ 2,006.00
	Authority to award documents								24.0	24.0	$ 7,728.00
	Subtotals	**8.0**	**0.0**	**2.0**	**0.0**	**0.0**	**0.0**	**0.0**	**72.0**	**50.0**	**$ 24,324.00**
	TOTAL ALL TASKS	**336.0**	**49.0**	**502.0**	**538.0**	**476.0**	**1,374.0**	**108.0**	**88.0**	**66.0**	**$ 716,637.00**
											$ 716,637.00
	Subconsultant/Reimbursables Breakdown:										$ 187,492.25
											$ 71,663.70
											$ 975,792.95

Description	Amount
Survey Allowance	$ 42,947.50
Geotech Allowance	$ 10,000.00
SUE Allowance	$ 10,000.00
Electrical, I&C Allowance	$ 100,000.00
Permits/Reproduction/Postage/Mileage	$ 7,500.00
Total	**$ 170,447.50**

Notes:

Subconsultant's Proposals

March 13, 2025

VIA EMAIL: Meifa.Chen@meadhunt.com

Mr. Meifa Chen | Project Manager
Mead & Hunt, Inc.
2203 North Lois Avenue
Suite 225
Tampa, Florida 33607

RE: City of Daytona Beach Shores–Force Main Improvements
Seaway Avenue, S Peninsula Drive, Carter Terrace, Atares Way, Ocean West Blvd, Cheshire Road and Sunrise Blvd, Daytona Beach Shores, Florida 32118
Sections 16, 21, 22, 27, 34 and 35, Township 15 South, Range 33 East, Volusia County, Florida

Dear Mr. Chen,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project.

SCOPE OF WORK:
Provide Surveying and Subsurface Utility Engineering Services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

STAGE I – Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of

Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Depict Apparent Right of Way from previous Task I or Task II on final drawing.
4. Locate trees 8" and up as measured at breast height (dBH).
5. Establish a minimum forty (40) site benchmarks.
6. Topographic coverage will be limited to the extents of the Right of Way plus five (5) feet along previously outlined Force Main Route 1 ***OR*** a combination of everything included in Force Main Route 1 South of the North Line of Ocean's Golf Club and all of previously outlined Force Main Route 2.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**
   and test holes) using GPS or conventional surveying equipment and control established for this project.

STAGE IV (A) – OPTIONAL - Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Locate trees 8" and up as measured at breast height (dBH).
4. Establish a minimum of three (3) site benchmarks.
5. Topographic coverage will be limited to a forty (40) foot strip South of the North line of Ocean's Golf Club.
6. Prepare a description for the utility easement.
7. Prepare a sketch of the same, suitable for recording in the Public Records of Volusia County, Florida
8. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE IV (B) – Subsurface Utility Designation and Topographic Survey – Master Pump Station and Lift Stations (11)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
4. Show Apparent Right of Way lines and Property lines based on existing monumentation for each Lift Station.
5. Locate trees 8" and up as measured at breast height (dBH).
6. Topographic coverage will be limited to a 25-foot radius around each Lift Station Site.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE V – OPTIONAL - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)
Provide five (5) Boundary Surveys and five (5) Sketch and Descriptions to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features.
3. Review initial Title Commitment as provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. We will not make statements as to whether Schedule B2 items affect, benefit, encumber or burden the subject property, as those are legal determinations outside of our expertise. Additional fees may be required for further work due to revisions of the Title Commitment or request for reviews of non-easement items such as liens, mortgages, agreements, or leases.
4. Prepare five (5) descriptions for the utility easements.
5. Prepare five (5) sketches of the same, suitable for recording in the Public Records of Volusia County, Florida.
6. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at locations to be determined after the designation phase is completed.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery

DELIVERABLE
The final product will be **three (3)** certified prints, a digital (DWG) file, and a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in **Exhibit "A".**

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

UTILITY TERMS AND CONDITIONS
It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mead & Hunt will make available all plans and utility records that have been obtained for this site. However, the information provided by Client Name is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Client Name if there are any patently or reasonably identifiable defects in the documents.

Mead & Hunt is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

PROJECT TIMELINE
We anticipate the completion of the Stage I work within **twenty-four (24) weeks** after receipt of a written notice to proceed. Other timelines will be determined after the final route is determined.

EXPENSES AND FEES
Our fee for this project will be as follows:

STAGE I Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

Subsurface Utility Designation – Force Main Route 1:		**$ 111,826.00**
Apparent Right of Way Location – Force Main Route 1:		**$ 97,218.00**
	STAGE I Total:	**$ 209,044.00**

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

Subsurface Utility Designation – Force Main Route 2:		**$ 62,207.00**
Apparent Right of Way Location – Force Main Route 2:		**$ 48,620.50**
	STAGE II Total:	**$ 110,827.50**

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

Force Main Route 1:	**$ 143,349.50**
	OR
Force Main Route 2:	**$ 135,256.00**

STAGE IV (A) – *Optional* Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)

Subsurface Utility Designation:		**$ 1,684.00**
Topographic Survey with Sketch and Description:		**$ 9,230.00**
	STAGE IV (A) Total:	**$ 10,914.00**

STAGE IV (B) –Subsurface Utility Designation and Topographic Survey – Master Pump Station and 11 Lift Stations

Subsurface Utility Designation:		**$ 16,324.00**
Twelve (12) Topographic Surveys:		**$ 26,623.50**
	STAGE IV (A) Total:	**$ 42,947.50**

STAGE V – *Optional* - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)

Boundary Survey with Sketch and Descriptions (5):	**$ 35,516.00**

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

Test Holes/Day Rate:	**$616.00 Dirt/Each** **$765.00 Asphalt/Concrete/Each**
Test Holes/Night Rate:	**$924.00Dirt/Each** **$1,148.00 Asphalt/Concrete/Each**
M.O.T. (SSMC):	**$500.00 per Sidewalk Closure/Day** **$600.00 per Sidewalk Closure/Night** **$1,013.00 per Lane Closure/Day Rate** **$1,231.00 per Lane Closure/Night Rate** **$100.00 per hour per Flagger/Day Rate** **$150.00 per hour per Flagger/Night**
Permitting (If required):	**$133.00 per hour + Cost of Permit**

***OPTIONAL*: Survey Location of Test Holes/Vertical Verification (Price To Be Determined once locations selected).**

NOTE: **Anticipated Total will be determined once the final route and the amount Test Holes/Vertical Verification of Utilities and Conflicts is determined.**

Payment Terms:
Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex D. Jenkins, CST IV
Project Manager

ADJ:ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

ACCEPTED BY:

_____ /_____

Principal / or Corporate Officer **TITLE** **Printed Name** **Date**

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rate
Professional Surveyor & Mapper/PSM	$ 199.00 / per hour	
Project Surveyor	$ 177.00 / per hour	
Expert Witness	$ 360.00 / per hour	
Senior Technician	$ 133.00 / per hour	
CAD Technician	$ 118.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00
One Person Field Crew	$ 133.00 / per hour	
Two Person Field Crew	$ 178.00 / per hour	$ 267.00
Three Person Field Crew	$ 233.00 / per hour	$ 350.00
Four Person Field Crew	$ 289.00 / per hour	$ 433.00
Sketch of Descriptions (per SD)	$ 676.00	
Residential Elevation Certificate	$ 925.00	
Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rate
LiDAR Technician	$ 133.00 / per hour	
LiDAR Project Manager	$ 177.00 / per hour	
LiDAR One Person Field Crew	$ 155.00 / per hour	
LiDAR Two Person Field Crew	$ 204.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
UAS/UAV Photogrammetry Crew	$ 268.00 / per hour	
Mobile Scan Crew	$ 268.00 / per hour	

Construction Services

Category	Day Rate	Night / Weekend Rate
Construction Professional Surveyor & Mapper	$ 203.00 / per hour	
Construction Project Manager	$ 203.00 / per hour	
Construction Senior Technician	$ 153.00 / per hour	
Construction CAD Technician	$ 136.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Construction One Person Field Crew	$ 153.00 / per hour	
Construction Two Person Field Crew	$ 204.00 / per hour	$ 306.00 / per hour
Construction Three Person Field Crew	$ 268.00 / per hour	$ 402.00 / per hour
Construction Four Person Field Crew	$ 332.00 / per hour	$ 498.00 / per hour

GIS Services

Category	Day Rate	Night / Weekend Rate
Professional Engineer	$ 213.00 / per hour	
GIS Project Manager	$ 177.00 / per hour	
GIS Analyst	$ 119.00 / per hour	
GIS Technician	$ 79.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Two Person GIS Crew	$ 178.00 / per hour	
One Person GIS Crew	$ 133.00 / per hour	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rate
Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
One Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
Two Person Crew	$ 216.00 / per hour	$ 324.00 / per hour
Three Person Crew	$ 301.00 / per hour	$ 451.00 / per hour
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	$ 217.00 / per hour	$ 336.00 / per hour
Temporary Traffic Control (TTC)		
Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
Concrete/Asphalt Removal & Repair	$ 436.00	
Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	**Day Rate**	**Night / Weekend Rate**
Per Day Two Person Crew	$ 395.00	
Per Day Three Person Crew	$ 595.00	

EXHIBIT "C"

Mead & Hunt – Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the apparent right-of-way lines (if route survey) and property lines (if site survey) and locate all improvements including elevations within the apparent right-of-way or property lines, and 10' beyond the apparent right-of-way/property lines, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. The survey drawing file (.dwg) shall be delivered in the appropriate coordinate system. Establish apparent right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show at least 50' of each intersecting side street right-of-way with improvements.

Indicate a survey baseline with stations on drawings including location and direction of baseline related to state plane reference points. Baseline to be coordinated with Mead & Hunt prior to beginning field work. Survey baselines shall be center of right-of-way, center of roadway, right-of-way, etc. When survey alignment is along an FDOT roadway use the established FDOT stationing convention. Surveys adjacent to coastal areas shall include the Coastal Construction Control Line.

Additional information required: All visible above ground fixed improvements to include, but not limited to, pavement, edge of pavement or curb (size & type), parking lots, sidewalks, concrete pads, utility poles, communication boxes, manholes, utility valve boxes, hydrants, storm drainage structures, shorelines, ditches (top, bottom and centerline), walls, fences, trees with type and size (per local code), shrubs, buildings/structures, driveways (and type - concrete, asphalt, dirt, gravel, shell, etc.), signs, mailboxes, water meters/boxes, sewer cleanouts, etc.

For route surveys: Show lot/block and parcel numbers and subdivision names with plat book and page number when applicable. Show approximate lot/property lines based on best available information (i.e., property corners and/or plats). Show addresses of properties along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and more frequently at any sudden change of grade. The topographical information shall be sufficient to generate a surface in Civil 3D. Typically, additional spot elevations shall be shown at street intersections (P.C., P.T., mid-radius) and at driveways. Cross section shall show centerline and edge of pavement elevations, sidewalk elevations and tops and bottoms of any swales or ditches.

Show elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Pipes shall be drawn at correct elevation within the survey drawing file (.dwg), and include callouts for pipe size, material, etc. every 200' along alignment. Provide invert of next upstream/downstream structure that falls outside survey limit (top slab, bottom, inverts, surrounding grade). Show existing surface water/stormwater water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall request a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require footprint of structure front and floor slab elevations. Surveys performed for new/replacement water or reclaimed water mains require location of existing meters/service boxes and elevation of top of valve nuts.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

Survey shall be certified to Mead & Hunt, Inc. and the project client/owner.

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file.
- Electronic Copy – Surveyor shall deliver drawing file (.dwg). File(s) shall be in Civil 3D 2018 or later format. E-transmit function shall be used to compile electronic files for transmittal.
- Electronic Copy Signed & Sealed – A noneditable electronic version pdf with an image of the seal and electronic signature in accordance with F.A.C. 5J-17.062.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these files as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

Multi-part or amended surveys shall use continuing point number series, to avoid conflicts or duplicate point numbers with other portions of the survey when they are combined into one working file.

Layering shall be in accordance with the Mead & Hunt survey template. If additional layers are created, a descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate or numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. **All entities in the drawing shall be "color and line type by layer".**

Text size shall be no larger than 10-point font (except street names, title block, etc.). Other text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt.

Surveyor shall deliver revised files as needed per Mead & Hunt's review and comment.

GENERAL:

All survey work shall be performed in accordance with Standards of Practice for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C. pursuant to Section 472.027, Florida Statutes.

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 13, 2025
Proposal File No. 2523-036

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Meifa Chen, PhD, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Daytona Beach Shores Force Main and Lift Station Improvements
Daytona Beach Shores, Florida

Dear Mr. Chen:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Chen, the project includes the installation of a new sewer force main pipeline and lift station improvements within the City of Daytona Beach Shores. Two routes for the new force main pipeline are being considered. A description of the proposed force main and lift station improvements is presented below.

Force Main - Route 1

Route 1 will be approximately 25,000 lineal feet in length and the pipeline for this route will be installed adjacent to Peninsula Drive, Sunrise Boulevard, Cheshire Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. This pipeline will be installed using the open cut method with approximately 3 feet of soil cover.

Force Main - Route 2

For Route 2, the force main pipeline will be approximately 24,800 lineal feet in length and will run mostly along the west side of S. Atlantic Avenue and the east side of S. Peninsula Drive. Short segments of the pipeline will also be installed adjacent to Richards Lane, Ridge Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. Additionally, a short segment of the force main will be installed within an easement that runs along the north side of the Oceans Golf Club course.

According to the client, the pipeline installation method along S. Atlantic Avenue will consist primarily of directional drill installation that will not extend deeper than 20 feet below existing ground surface. The pipeline installed along S. Peninsula Drive and the shorter segments of pipeline installed adjacent to the other roadways and within the easement will be installed using the open cut installation method with approximately 3 feet of soil cover.

Lift Station Improvements

Existing sewer Lift Station Nos. 1. 2, 3, and 6; and the Master Lift Station will all be upgraded with

new wet well structures. We have assumed that the new wet well structures will be installed using conventional braced excavations and that the structures will not extend deeper than 35 feet below existing ground surface for the Master Lift Station and 25 feet for the other four lift stations.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipeline and wet well structures. In addition, we will provide site preparation recommendations for the wet well structures, provide a discussion of the subsurface soil conditions encountered at the proposed directional drill locations, and provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

It is our understanding that the client may authorize us to proceed with the field exploration program for either Rout 1 or Route 2. The proposed field exploration programs for each of the two Routes will include the following:

Route 1

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 1) - Open Cut Installation Areas (one boring roughly every 500 feet)	25 Hand Auger 25 Hand Auger	6 8
Lift Station Locations (Nos. 1, 2, 3, and 6)	4 SPT	30
Lift Station Location (Master Lift Station)	1 SPT	40

Route 2

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 2) - Open Cut Installation Areas (one boring roughly every 500 feet)	17 Hand Auger 16 Hand Auger	6 8
Proposed Force Main (Route 2) - Directional Drill Areas (one boring roughly every 1,000 feet)	8 SPT	20
Lift Station Locations (Nos. 1, 2, 3, and 6)	4 SPT	30
Lift Station Location (Master Lift Station)	1 SPT	40

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The hand auger borings drilled for the proposed pipelines in the open cut installation areas will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The hand auger borings would be drilled to the termination depths presented in the preceding table or to a depth of 1 to 2 feet below the encountered groundwater level, whichever is encountered first, using a 3-inch diameter, hand-held bucket auger.

The SPT borings drilled for the proposed pipeline in the directional drill installation areas will be drilled at a spacing of approximately one boring every 1,000 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The SPT borings will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to a depth of 10 feet below existing ground surface, and at 5-foot intervals to the boring termination depth.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our field personnel. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

The following engineering analyses and report preparation will be performed for the pipeline Route that is selected by the client. Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipeline:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- The estimated normal seasonal high groundwater table level at the boring locations.

In addition, we will provide site preparation and foundation recommendations for the wet well structures, a general discussion of the subsurface soil conditions encountered at the proposed directional drill locations, and whether any obvious soil conditions were encountered that could significantly impact the directional drill.

Our recommendations for the pipeline and wet well structures, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

Route 1

The cost to complete the above scope of services for Route 1 will not exceed **$21,745.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 1.

Route 2

The cost to complete the above scope of services for Route 2 will not exceed **$24,083.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 2.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager

Attachment: Cost Estimates (2)

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 1

JOB NO:	2523-036		
JOB NAME:	Route 1		
ENGINEER:	JPM	DATE:	03/13/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	5	Hour	$ 175.00	$ 875.00
Assistant Project Engineer	40	Hour	$ 130.00	$ 5,200.00
CADD Draftsperson	12	Hour	$ 78.00	$ 936.00
Technical Typist	3	Hour	$ 67.00	$ 201.00
Engineering Services Subtotal				**$ 7,212.00**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	2	Days	$ 2,800.00	$ 5,600.00
Field Technician (hand augers)	72	Hour	$ 72.00	$ 5,184.00
Materials	1	Project	$ 325.00	$ 325.00
Field Services Subtotal				**$ 12,814.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	28	Test	$ 48.00	$ 1,344.00
Moisture Content	5	Test	$ 27.00	$ 135.00
Organic Content	5	Test	$ 48.00	$ 240.00
Laboratory Services Subtotal				**$ 1,719.00**

GEOTECHNICAL SERVICES TOTAL $21,745.00

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 2

JOB NO:	2523-036		
JOB NAME:	Route 2		
ENGINEER:	JPM	DATE:	03/13/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	5	Hour	$ 175.00	$ 875.00
Assistant Project Engineer	43	Hour	$ 130.00	$ 5,590.00
CADD Draftsperson	14	Hour	$ 78.00	$ 1,092.00
Technical Typist	3	Hour	$ 67.00	$ 201.00
Engineering Services Subtotal				**$ 7,758.00**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	3	Days	$ 2,800.00	$ 8,400.00
Field Technician (hand augers)	60	Hour	$ 72.00	$ 4,320.00
Materials	1	Project	$ 325.00	$ 325.00
Field Services Subtotal				**$ 14,750.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	25	Test	$ 48.00	$ 1,200.00
Moisture Content	5	Test	$ 27.00	$ 135.00
Organic Content	5	Test	$ 48.00	$ 240.00
Laboratory Services Subtotal				**$ 1,575.00**

GEOTECHNICAL SERVICES TOTAL $24,083.00

Revised March 10, 2025
March 10, 2025

Meifa Chen, PhD, PE
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127
Delivered via email: Meifa.Chen@meadhunt.com

Re: Daytona Beach Shores Lift Stations
Professional Engineering Services Proposal

Dear Meifa:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above-mentioned project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of electrical design for lift stations 1 through **11** and Main Lift Station including SCADA signals through cellular signals per email dated March 2025 & subsequent site visit on March 6, 2025. TLC's proposal is based on information provided in your email of March 4, 2025.

More specifically, according to Brad Blais email, a cellular modem in the control panels for telemetry at all those stations where new control panels are required and provide supplemental RTU panels at the others. The standalone RTU panels will also have cellular modems for telemetry.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

a. Electrical Engineering

TLC anticipates submittals at the following design stages:

- **30%Construction Documents**
- **60%Construction Documents**
- **90%Construction Documents**
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Mead & Hunt** or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings via conference calls are included in TLC's proposed work scope.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. Contractor submittal review during construction period.
5. A total of twelve (12) site visits to become generally familiar with the progress and quality of the construction work to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED TO TLC

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Mead & Hunt,** shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

	Design Fee	Bidding	CA Phase	Total
LS#1	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#2	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#3	$6,000.00	$1,200.00	$2,800.00	$10,000.00
LS#4	$6,000.00	$1,200.00	$2,800.00	$10,000.00
LS#5	$8,000.00	$1,200.00	$2,800.00	$12,000.00
LS#6	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#7	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#8	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#9	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#10	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#11	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#MPS	$8,000.00	$1,200.00	$2,800.00	$12,000.00
Total	**$60,000.00**	**$14,400.00**	**$25,600.00**	**$100,000.00**

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon the percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from the client.

If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.

Moncef M. Hadiji, PE, RCDD, LEED AP BD+C, GGP
Principal

Justin P. Mulhollan, PE, LEED AP BD+C, CEM, GGP, WELL AP
Principal / Regional Director

Mead & Hunt

By: _____

_____

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED TO TLC
Professional Engineering Services Proposal

1. Copy of Owner Agreement.

2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).

3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.

4. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.

ATTACHMENT B

ADDITIONAL SERVICES
Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or civil engineer, in excess of site visits per discipline as defined in our proposal.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Extensive phasing of project including development of multiple permitting packages.
5. Electrical Circuit Breaker Coordination Study.
6. Civil engineering, landscape design, and irrigation design services.
7. Development of “as-built” or record drawings.
8. Detailed cost estimating services.

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

Energy and Water Estimates: Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the CLIENT and TLC shall be submitted to non-binding mediation. The CLIENT and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments: All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of these services.

Indemnification: The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications: TLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TLC cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents: All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the CLIENT or any of the CLIENT's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by TLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays: TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond TLC's reasonable control occur, the CLIENT agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.

ATTACHMENT D
FLORIDA SPECIFIC CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

PERSUANT TO FLORIDA STATUTE 558.0035, THIS AGREEMENT IS MADE WITH TLC ENGINEERING SOLUTIONS AND NOT A SPECIFIC INDIVIDUAL EMPLOYEE OF TLC ENGINEERING SOLUTIONS. INDIVIDUAL EMPLOYEES AND FORMER EMPLOYEES, OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

TLC ENGINEERING SOLUTIONS MAINTAINS PROFESSIONAL LIABILITY INSURANCE FOR TLC.

TLC Standard Hourly Rates

Professional Engineering Services Proposal

BILLING FACTOR	DESIGNATION	TLC Standard Non-Metro BILLING RATES As of June 2023
6	Director	$ 240
5	Senior Engineer, Manager	200
4	Project Engineer, Manager	170
3	Engineer, Specialist	140
2	Graduate Engineer, Designer, Administrative Secretary	110
1	Technician, Secretary, Intern, Clerical	85

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

Rev. 8/1/2023

April 7, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Force Main Upgrades Project

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes data collection, site reconnaissance, survey, geotechnical investigation, preliminary design, final design, permitting, bidding, funding assistance and public outreach services. It excludes construction administration (CA) and construction engineering inspection (CEI) services. It is anticipated that these services will be provided under the terms of a separate TA for CA & CEI services.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad Blais, P.E.
Vice President

Meifa Chen, PhD, P.E.
Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

CITY OF DAYTONA BEACH SHORES
SCOPE OF SERVICES
FOR
FORCE MAIN UPGRADES

This Scope of Services is in conformance with the Contract Agreement for Engineering Services for Sewage Collection and Resiliency Upgrades, issued per RFQ #2025-02, dated October 25, 2022 between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) dated_____and is referred to hereinafter as the Contract.

GENERAL

The project involves upgrading the OWNER's main force main between Lift Station 6 (LS 6) and the Master Pump station (MPS), which is approximately four (4) miles. In the Clean Water State Revolving Fund Facility Plan Report dated June 2024, MEAD & HUNT evaluated the following force main route alternatives for planning purpose:

- **Alternative 1** – **Alignment in easements**. This alignment will be in the OWNER's easements along the west side of A1A. The force main will be relocated to the OWNER's easements if it is not there currently. It will be replaced in place if it is already in the easements. The OWNER already possesses 15-ft easements in 147 parcels. However, the OWNER will need to acquire easements from 27 additional parcels within the city limits and from 13 parcels outside the city limits. The OWNER currently does not have easements in those 40 parcels based on the information the OWNER provided to MEAD & HUNT. Obtaining easements in 40 parcels may be time consuming and very challenging, which may render this alternative unviable.

- **Alternative 2 – Mixed alignment**. The new force main will be located in the OWNER's easements same as in Alternative 1 alignment from LS06 to Minerva Road; it then will go under the SR A1A most western travel lane between Minerva Road and Florida Shores Blvd. Then it will turn west to Florida Shores Blvd and then south to S Peninsular Drive, then east to Seaway Ave terminating at the MPS. The OWNER will need to acquire easements from five parcels within the city limits.

- **Alternative 3 – Alignment in an A1A travel lane**. The new force main will be located in the most western southbound travel lane of SR A1A (the lane on east is ruled out due to workers' safety concerns during construction). This alignment will only be feasible when the force main improvements coincide with the SR A1A resurfacing project by the Florida Department of Transportation (FDOT). This alternative will require advance concurrence by FDOT that the OWNER can install and maintain the force main in the travel lane. The construction duration, phasing and sequences will have to be closely coordinated with FDOT.

At the call on February 25, 2025 between the OWNER and MEAD & HUNT, it was agreed that both Alternative 1 and Alternative 3 above are impractical and the final route would be an updated Alternative 2. A route study will be performed under this project. To perform the route study, the existing utilities along the potential route will be designated. After a route is selected, MEAD & HUNT will proceed with design.

This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Data Collection and Site Reconnaissance
- Phase 3 – Preliminary Design
- Phase 4 – Finaly Design
- Phase 5 – Permitting Support
- Phase 6 – Bidding Support
- Phase 7 – Funding Assistance and Public Outreach
- Phase 8 - Subconsultants and Reimbursables

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting
MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination
MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 18-month project duration. The PM will manage the development of project work and subconsultant efforts.

Coordination with Volusia County
Because the construction of the force main upgrades will be partially funded by Transform386 grant, Volusia County (COUNTY) is a very import stakeholder and will be actively involved in this project. With the OWNER'S permission, MEAD & HUNT will coordinate with the COUNTY and provide information about the project when needed.

Progress Meetings

MEAD & HUNT will coordinate and conduct up to six (6) progress meeting with the project team and OWNER staff to review project status, challenges and solutions, and coordination needed. Following the meeting, MEAD & HUNT will prepare meeting summaries and distribute them to the attendees.

Deliverables – Project Management

- Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Subsurface Utility Engineering (SUE) and Utility Coordination

Subsurface utility exploration (SUE) will be provided by Southeastern Surveying & Mapping Corporation (SSMC) per the terms of their proposal, attached. This work effort will be coordinated by MEAD & HUNT.

MEAD & HUNT will coordinate with existing utilities for work at existing master pump station and lift station sites. This includes determination of power supply and availability with FPL and potential utility conflicts with other franchise utilities. SSMC and the geotechnical subconsultant will submit ‘dig’ tickets for SUE and soil borings at each site.

Site Reconnaissance

MEAD & HUNT will conduct up to two (2) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding and goals, force main route alternatives, hydraulic modeling, impacts on lift stations, construction method, planning level engineer’s opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

Upon completion of QA/QC, a draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner’s review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% /Bid Set Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT will prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by the OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency-required or recommended public noticing, if not provided by agency.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

City Excavation Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

FDOT Utility Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDOT to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application
- Final City Excavation Permit application
- Final County Right-of-Way Permit application
- Final FDOT Utility Permit application

PHASE 6 – BIDDING ASSISTANCE

The COUNTY and the OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the COUNTY/OWNER purchasing and contract policies (Division 0 and 1). The COUNTY/OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize COUNTY/OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the COUNTY/OWNER's finance/purchasing/clerk for review. Upon receipt of the COUNTY/OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the COUNTY/OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The COUNTY/OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The COUNTY/OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the COUNTY/OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The COUNTY/OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the COUNTY/OWNER's facility. The COUNTY/OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the COUNTY/OWNER, MEAD & HUNT will review up to six (6) bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the COUNTY/OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – FUNDING ASSISTANCE AND PUBLIC OUTREACH

MEAD & HUNT will provide funding assistance to the OWNER to manage funding for the project. Assistance will consist of coordinating with the OWNER and the various funding agencies including Volusia County and CDBG to confirm that the project design and bid documents comply with the terms and conditions of the funding sources. MEAD & HUNT's funding specialists will review all grant terms and conditions and incorporate requisite requirements within the bid documents and review the bid documents to verify that they meet eligibility requirements.

Prebid Meeting

MEAD & HUNT Funding Representative will attend the prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact COUNTY/OWNER to obtain required documents and organize all information together to provide to requisite funding agencies.

Public Outreach

MEAD & HUNT will coordinate with Quest Corporation of America (Quest) provide public outreach support. It is assumed two (2) public meetings will be held, one during preliminary design and one during final design. MEAD & HUNT and Quest will prepare posters, handouts, and presentations for the meetings and summarize public feedbacks from the meetings.

Deliverables – Easement Acquisition Support

- Public meeting posters, handouts and presentations
- Summary of public feedbacks

PHASE 8 – SUBCONSULTANTS AND REIMBURSABLES

MEAD & HUNT will engage subconsultants for the following disciplines: Survey, SUE, Geotechnical and Public Outreach. Subconsultant proposals have been received from: SSMC and Ardaman. Copies of subconsultant proposals are included herein. Subconsultant costs will be billed at actual cost plus 10%.

Estimated reimbursable costs are shown in the compensation table below as allowances. Periodic billings will be billed at actual cost plus 10%. Specific project design elements have not been determined; therefore, scope changes may be required as design progresses. Contingency funds have been identified in Phase 9. If changes in scope are required, the Owner will be notified of potential changes and advised if a contingency release (CR) is required and the estimated cost of the CR.

PHASE 9 – CONTINGENCIES

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

This scope of services excludes all items not specifically described herein. Construction phase services are not included. A subsequent scope and fee estimate, and Task Authorization request will be submitted following bid and project award.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project (18 months)*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*150 days*	*Notice to proceed*
Phase 3 – Preliminary/Conceptual Design	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*90 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*30 days*	*60% review meeting*
Task 3 – 100% Design	*15 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*90 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	
Phase 1 – Funding Assistance and Public Outreach	*Throughout Project*	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 2 – Project Management	*$78,079.00*	*Lump Sum*
Phase 3– Data Collection and Site Reconnaissance	*$55,484.00*	*Lump Sum*
Phase 4 – Preliminary Design	*$89,812.00*	*Lump Sum*
Phase 5 – Project Design	*$332,240.00*	
Phase 6 – Permitting Assistance	*$38,008.00*	*Lump Sum*
Phase 7 – Bidding Assistance	*$21,264.00*	*Lump Sum*
Phase 8 – Funding Assistance and Public Outreach	*$58,464.00*	*Lump Sum*
Subtotal	**$673,351.00**	
Phase 8 – Subconsultants/Reimbursables	$657,417.20	*Actual cost plus 10% administrative markup*
Phase 9 – Contingency at 10%	$67,335.10	*Time & Expense*
TOTAL	**$1,398,103.30**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	(OWNER NAME)	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	
Name:	_____	Name:	Brad Blais, PE
Title:	_____	Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:	_____	Date	04/04/2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

CITY OF DAYTONA BEACH SHORES
MPS & LS UPGRADES
ESTIMATED MANHOUR SCHEDULE
April 3, 2025

Phase	Description	Brad	Kris S.	Meifa	Eric	Sofia	Wayne	Doris	Sheryl	Emily	
		Principal/Senior Client Manager	**Principal/Senior Client Manager**	**Principal/Senior Client Manager**	**Project Engineer**	**Engineer I**	**Senior Technician**	**Administrative Assistant**	**Technical Writer**	**Administrative Assistant**	**Total Task ($)**
	Hourly Rate	$ 323.00	$ 323.00	$ 323.00	$ 180.00	$ 153.00	$ 163.00	$ 95.00	$ 227.00	$ 95.00	See Below
1	**Project Management**										
	Project Coordination	16		80	24			80			$ 42,928.00
	Project Kick-Off Meeting	4	1	4	4	4	4		4		$ 5,799.00
	Internal Kick-Off Meeting	4	4	4	4	4	4		4		$ 6,768.00
	Progress Meetings (Up to 6)	12	12	12	12	12	12	12	12	12	$ 22,584.00
	Subtotals	**36.0**	**17.0**	**100.0**	**44.0**	**20.0**	**20.0**	**92.0**	**20.0**	**12.0**	**$ 78,079.00**
2	**Data Collection and Site Reconnaissance**										
	Subconsultant Work Coordination	4		40	40						$ 21,412.00
	Subsurface Utility Engineering (SUE) Coordination			16	16	16					$ 10,496.00
	Utility Coordination			16	16	16					$ 10,496.00
	Site Reconnaissance & Data Collection	8		16	16	16					$ 13,080.00
	Subtotals	**12.0**	**0.0**	**88.0**	**88.0**	**48.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ 55,484.00**
3	**Preliminary Design**										
	Draft Preliminary Design Report (PDR) Preparation	32	4	60	60	40	80	16			$ 62,488.00
	QA/QC PDR	8	4	4	4	4					$ 6,500.00
	Preliminary Design Report Review Meeting & Summary	8		8	8	8	40				$ 14,352.00
	Deliver and Review Plans with City			16			8				$ 6,472.00
	Subtotals	**48.0**	**8.0**	**88.0**	**72.0**	**52.0**	**128.0**	**16.0**	**0.0**	**0.0**	**$ 89,812.00**
4	**Project Design**										
	60% Documents	32		160	80	80	640				$ 192,976.00
	60% QA/QC	16		4			16				$ 9,068.00
	60% Review Meeting & Summary	4	4	4	4	4	4				$ 5,860.00
	90% Documents	24		80	40	40	240				$ 86,032.00
	90% QAQC	16		4			16				$ 9,068.00
	90% Review Meeting and Summary	4	4	4	4	4	4				$ 5,860.00
	100% Documents	8		24			80				$ 23,376.00
	Subtotals	**104.0**	**8.0**	**280.0**	**128.0**	**128.0**	**1,000.0**	**0.0**	**0.0**	**0.0**	**$ 332,240.00**
5	**Permitting**										
	FDEP Wastewater Collection System Permit	2		8	8	8	16				$ 8,502.00
	FDEP Wastewater Collection System Permit RAI	2		4	4	4					$ 3,270.00
	City Excavation Permit	2		2	4	4	4				$ 3,276.00
	City Excavation Permit RAI	2		2	4	4	4				$ 3,276.00
	County Right-of-Way Permit	2		2	4	4					$ 2,624.00
	County Right-of-Way Permit RAI	2		2	4	4	4				$ 3,276.00
	FDOT Utility Permit	4		8	16	16	8				$ 10,508.00
	FDOT Utility Permit RAI	2		2	4	4	4				$ 3,276.00
	Subtotals	**18.0**	**0.0**	**30.0**	**48.0**	**48.0**	**40.0**	**0.0**	**0.0**	**0.0**	**$ 38,008.00**
6	**Bidding Assistance**										
	Bid Set Documents	4		4	4	4					$ 3,916.00
	Bid Set QAQC		4	2	2	2					$ 2,604.00
	Prebid	2		2							$ 1,292.00
	Addenda	4		8	8	8	8				$ 7,844.00
	Bid Opening			2	2						$ 1,006.00
	Bid Review and Recommendation of Award	2		4	8	8					$ 4,602.00
	Subtotals	**12.0**	**4.0**	**22.0**	**24.0**	**22.0**	**8.0**	**0.0**	**0.0**	**0.0**	**$ 21,264.00**
7	**Funding Assistance and Public Outreach**										
	Agency Coordination and Document Review								80.0	80.0	$ 25,760.00
	Public Outreach	24.0		24.0	**24.0**						$ 19,824.00
	Bid Review and Agency Concurrence								40.0	40.0	$ 12,880.00
	Subtotals	**24.0**	**0.0**	**24.0**	**24.0**	**0.0**	**0.0**	**0.0**	**120.0**	**120.0**	**$ 58,464.00**
	TOTAL ALL TASKS	**254.0**	**37.0**	**632.0**	**428.0**	**318.0**	**1,196.0**	**108.0**	**140.0**	**132.0**	**$ 673,351.00**

Lump Sum Total	**$**	**673,351.00**
Subs/Reimbursables	$	657,417
Contingency	$	67,335.10
GRAND TOTAL	**$**	**1,398,103.30**

8 **Subconsultant/Reimbursables Breakdown:**

Description	Amount
Survey Allowance	$ 463,222.00
Geotech Allowance	$ 20,000.00
SUE Allowance	$ 40,000.00
Easement Sketches and Legal Descriptions	$ 46,430.00
Pulic Outreach	$ 20,000.00
Permtting/Reproduction/Postage/Mileage	$ 8,000.00
Total	**$ 597,652.00**

Notes:

Subconsultant's Proposals

March 13, 2025

VIA EMAIL: Meifa.Chen@meadhunt.com

Mr. Meifa Chen | Project Manager
Mead & Hunt, Inc.
2203 North Lois Avenue
Suite 225
Tampa, Florida 33607

RE: City of Daytona Beach Shores–Force Main Improvements
Seaway Avenue, S Peninsula Drive, Carter Terrace, Atares Way, Ocean West Blvd, Cheshire Road and Sunrise Blvd, Daytona Beach Shores, Florida 32118
Sections 16, 21, 22, 27, 34 and 35, Township 15 South, Range 33 East, Volusia County, Florida

Dear Mr. Chen,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project.

SCOPE OF WORK:
Provide Surveying and Subsurface Utility Engineering Services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

STAGE I – Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of

Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Depict Apparent Right of Way from previous Task I or Task II on final drawing.
4. Locate trees 8" and up as measured at breast height (dBH).
5. Establish a minimum forty (40) site benchmarks.
6. Topographic coverage will be limited to the extents of the Right of Way plus five (5) feet along previously outlined Force Main Route 1 ***OR*** a combination of everything included in Force Main Route 1 South of the North Line of Ocean's Golf Club and all of previously outlined Force Main Route 2.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**
   and test holes) using GPS or conventional surveying equipment and control established for this project.

STAGE IV (A) – OPTIONAL - Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Locate trees 8" and up as measured at breast height (dBH).
4. Establish a minimum of three (3) site benchmarks.
5. Topographic coverage will be limited to a forty (40) foot strip South of the North line of Ocean's Golf Club.
6. Prepare a description for the utility easement.
7. Prepare a sketch of the same, suitable for recording in the Public Records of Volusia County, Florida
8. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE IV (B) – Subsurface Utility Designation and Topographic Survey – Master Pump Station and Lift Stations (11)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
4. Show Apparent Right of Way lines and Property lines based on existing monumentation for each Lift Station.
5. Locate trees 8" and up as measured at breast height (dBH).
6. Topographic coverage will be limited to a 25-foot radius around each Lift Station Site.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE V – OPTIONAL - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)
Provide five (5) Boundary Surveys and five (5) Sketch and Descriptions to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features.
3. Review initial Title Commitment as provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. We will not make statements as to whether Schedule B2 items affect, benefit, encumber or burden the subject property, as those are legal determinations outside of our expertise. Additional fees may be required for further work due to revisions of the Title Commitment or request for reviews of non-easement items such as liens, mortgages, agreements, or leases.
4. Prepare five (5) descriptions for the utility easements.
5. Prepare five (5) sketches of the same, suitable for recording in the Public Records of Volusia County, Florida.
6. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at locations to be determined after the designation phase is completed.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery

DELIVERABLE
The final product will be **three (3)** certified prints, a digital (DWG) file, and a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in **Exhibit "A".**

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

UTILITY TERMS AND CONDITIONS
It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mead & Hunt will make available all plans and utility records that have been obtained for this site. However, the information provided by Client Name is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Client Name if there are any patently or reasonably identifiable defects in the documents.

Mead & Hunt is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

PROJECT TIMELINE
We anticipate the completion of the Stage I work within **twenty-four (24) weeks** after receipt of a written notice to proceed. Other timelines will be determined after the final route is determined.

EXPENSES AND FEES
Our fee for this project will be as follows:

STAGE I Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

Subsurface Utility Designation – Force Main Route 1:		**$ 111,826.00**
Apparent Right of Way Location – Force Main Route 1:		**$ 97,218.00**
	STAGE I Total:	**$ 209,044.00**

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

Subsurface Utility Designation – Force Main Route 2:		**$ 62,207.00**
Apparent Right of Way Location – Force Main Route 2:		**$ 48,620.50**
	STAGE II Total:	**$ 110,827.50**

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

Force Main Route 1:	**$ 143,349.50**
	OR
Force Main Route 2:	**$ 135,256.00**

STAGE IV (A) – *Optional* Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)

Subsurface Utility Designation:		**$ 1,684.00**
Topographic Survey with Sketch and Description:		**$ 9,230.00**
	STAGE IV (A) Total:	**$ 10,914.00**

STAGE IV (B) –Subsurface Utility Designation and Topographic Survey – Master Pump Station and 11 Lift Stations

Subsurface Utility Designation:		**$ 16,324.00**
Twelve (12) Topographic Surveys:		**$ 26,623.50**
	STAGE IV (A) Total:	**$ 42,947.50**

STAGE V – *Optional* - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)

Boundary Survey with Sketch and Descriptions (5):	**$ 35,516.00**

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

Test Holes/Day Rate:	**$616.00 Dirt/Each** **$765.00 Asphalt/Concrete/Each**
Test Holes/Night Rate:	**$924.00Dirt/Each** **$1,148.00 Asphalt/Concrete/Each**
M.O.T. (SSMC):	**$500.00 per Sidewalk Closure/Day** **$600.00 per Sidewalk Closure/Night** **$1,013.00 per Lane Closure/Day Rate** **$1,231.00 per Lane Closure/Night Rate** **$100.00 per hour per Flagger/Day Rate** **$150.00 per hour per Flagger/Night**
Permitting (If required):	**$133.00 per hour + Cost of Permit**

***OPTIONAL*: Survey Location of Test Holes/Vertical Verification (Price To Be Determined once locations selected).**

NOTE: **Anticipated Total will be determined once the final route and the amount Test Holes/Vertical Verification of Utilities and Conflicts is determined.**

Payment Terms:
Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex D. Jenkins, CST IV
Project Manager

ADJ:ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

ACCEPTED BY:

_____ /_____

Principal / or Corporate Officer **TITLE** **Printed Name** **Date**

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rate
Professional Surveyor & Mapper/PSM	$ 199.00 / per hour	
Project Surveyor	$ 177.00 / per hour	
Expert Witness	$ 360.00 / per hour	
Senior Technician	$ 133.00 / per hour	
CAD Technician	$ 118.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00
One Person Field Crew	$ 133.00 / per hour	
Two Person Field Crew	$ 178.00 / per hour	$ 267.00
Three Person Field Crew	$ 233.00 / per hour	$ 350.00
Four Person Field Crew	$ 289.00 / per hour	$ 433.00
Sketch of Descriptions (per SD)	$ 676.00	
Residential Elevation Certificate	$ 925.00	
Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rate
LiDAR Technician	$ 133.00 / per hour	
LiDAR Project Manager	$ 177.00 / per hour	
LiDAR One Person Field Crew	$ 155.00 / per hour	
LiDAR Two Person Field Crew	$ 204.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
UAS/UAV Photogrammetry Crew	$ 268.00 / per hour	
Mobile Scan Crew	$ 268.00 / per hour	

Construction Services

Category	Day Rate	Night / Weekend Rate
Construction Professional Surveyor & Mapper	$ 203.00 / per hour	
Construction Project Manager	$ 203.00 / per hour	
Construction Senior Technician	$ 153.00 / per hour	
Construction CAD Technician	$ 136.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Construction One Person Field Crew	$ 153.00 / per hour	
Construction Two Person Field Crew	$ 204.00 / per hour	$ 306.00 / per hour
Construction Three Person Field Crew	$ 268.00 / per hour	$ 402.00 / per hour
Construction Four Person Field Crew	$ 332.00 / per hour	$ 498.00 / per hour

GIS Services

Category	Day Rate	Night / Weekend Rate
Professional Engineer	$ 213.00 / per hour	
GIS Project Manager	$ 177.00 / per hour	
GIS Analyst	$ 119.00 / per hour	
GIS Technician	$ 79.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Two Person GIS Crew	$ 178.00 / per hour	
One Person GIS Crew	$ 133.00 / per hour	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rate
Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
One Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
Two Person Crew	$ 216.00 / per hour	$ 324.00 / per hour
Three Person Crew	$ 301.00 / per hour	$ 451.00 / per hour
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	$ 217.00 / per hour	$ 336.00 / per hour
Temporary Traffic Control (TTC)		
Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
Concrete/Asphalt Removal & Repair	$ 436.00	
Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	**Day Rate**	**Night / Weekend Rate**
Per Day Two Person Crew	$ 395.00	
Per Day Three Person Crew	$ 595.00	

EXHIBIT "C"

Mead & Hunt – Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the apparent right-of-way lines (if route survey) and property lines (if site survey) and locate all improvements including elevations within the apparent right-of-way or property lines, and 10' beyond the apparent right-of-way/property lines, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. The survey drawing file (.dwg) shall be delivered in the appropriate coordinate system. Establish apparent right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show at least 50' of each intersecting side street right-of-way with improvements.

Indicate a survey baseline with stations on drawings including location and direction of baseline related to state plane reference points. Baseline to be coordinated with Mead & Hunt prior to beginning field work. Survey baselines shall be center of right-of-way, center of roadway, right-of-way, etc. When survey alignment is along an FDOT roadway use the established FDOT stationing convention. Surveys adjacent to coastal areas shall include the Coastal Construction Control Line.

Additional information required: All visible above ground fixed improvements to include, but not limited to, pavement, edge of pavement or curb (size & type), parking lots, sidewalks, concrete pads, utility poles, communication boxes, manholes, utility valve boxes, hydrants, storm drainage structures, shorelines, ditches (top, bottom and centerline), walls, fences, trees with type and size (per local code), shrubs, buildings/structures, driveways (and type - concrete, asphalt, dirt, gravel, shell, etc.), signs, mailboxes, water meters/boxes, sewer cleanouts, etc.

For route surveys: Show lot/block and parcel numbers and subdivision names with plat book and page number when applicable. Show approximate lot/property lines based on best available information (i.e., property corners and/or plats). Show addresses of properties along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and more frequently at any sudden change of grade. The topographical information shall be sufficient to generate a surface in Civil 3D. Typically, additional spot elevations shall be shown at street intersections (P.C., P.T., mid-radius) and at driveways. Cross section shall show centerline and edge of pavement elevations, sidewalk elevations and tops and bottoms of any swales or ditches.

Show elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Pipes shall be drawn at correct elevation within the survey drawing file (.dwg), and include callouts for pipe size, material, etc. every 200' along alignment. Provide invert of next upstream/downstream structure that falls outside survey limit (top slab, bottom, inverts, surrounding grade). Show existing surface water/stormwater water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall request a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require footprint of structure front and floor slab elevations. Surveys performed for new/replacement water or reclaimed water mains require location of existing meters/service boxes and elevation of top of valve nuts.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

Survey shall be certified to Mead & Hunt, Inc. and the project client/owner.

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file.
- Electronic Copy – Surveyor shall deliver drawing file (.dwg). File(s) shall be in Civil 3D 2018 or later format. E-transmit function shall be used to compile electronic files for transmittal.
- Electronic Copy Signed & Sealed – A noneditable electronic version pdf with an image of the seal and electronic signature in accordance with F.A.C. 5J-17.062.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these files as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

Multi-part or amended surveys shall use continuing point number series, to avoid conflicts or duplicate point numbers with other portions of the survey when they are combined into one working file.

Layering shall be in accordance with the Mead & Hunt survey template. If additional layers are created, a descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate or numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. **All entities in the drawing shall be "color and line type by layer".**

Text size shall be no larger than 10-point font (except street names, title block, etc.). Other text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt.

Surveyor shall deliver revised files as needed per Mead & Hunt's review and comment.

GENERAL:

All survey work shall be performed in accordance with Standards of Practice for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C. pursuant to Section 472.027, Florida Statutes.

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 13, 2025
Proposal File No. 2523-036

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Meifa Chen, PhD, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Daytona Beach Shores Force Main and Lift Station Improvements
Daytona Beach Shores, Florida

Dear Mr. Chen:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Chen, the project includes the installation of a new sewer force main pipeline and lift station improvements within the City of Daytona Beach Shores. Two routes for the new force main pipeline are being considered. A description of the proposed force main and lift station improvements is presented below.

Force Main - Route 1

Route 1 will be approximately 25,000 lineal feet in length and the pipeline for this route will be installed adjacent to Peninsula Drive, Sunrise Boulevard, Cheshire Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. This pipeline will be installed using the open cut method with approximately 3 feet of soil cover.

Force Main - Route 2

For Route 2, the force main pipeline will be approximately 24,800 lineal feet in length and will run mostly along the west side of S. Atlantic Avenue and the east side of S. Peninsula Drive. Short segments of the pipeline will also be installed adjacent to Richards Lane, Ridge Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. Additionally, a short segment of the force main will be installed within an easement that runs along the north side of the Oceans Golf Club course.

According to the client, the pipeline installation method along S. Atlantic Avenue will consist primarily of directional drill installation that will not extend deeper than 20 feet below existing ground surface. The pipeline installed along S. Peninsula Drive and the shorter segments of pipeline installed adjacent to the other roadways and within the easement will be installed using the open cut installation method with approximately 3 feet of soil cover.

Lift Station Improvements

Existing sewer Lift Station Nos. 1. 2, 3, and 6; and the Master Lift Station will all be upgraded with

new wet well structures. We have assumed that the new wet well structures will be installed using conventional braced excavations and that the structures will not extend deeper than 35 feet below existing ground surface for the Master Lift Station and 25 feet for the other four lift stations.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipeline and wet well structures. In addition, we will provide site preparation recommendations for the wet well structures, provide a discussion of the subsurface soil conditions encountered at the proposed directional drill locations, and provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

It is our understanding that the client may authorize us to proceed with the field exploration program for either Rout 1 or Route 2. The proposed field exploration programs for each of the two Routes will include the following:

Route 1

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 1) - Open Cut Installation Areas (one boring roughly every 500 feet)	25 Hand Auger 25 Hand Auger	6 8
Lift Station Locations (Nos. 1, 2, 3, and 6)	4 SPT	30
Lift Station Location (Master Lift Station)	1 SPT	40

Route 2

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 2) - Open Cut Installation Areas (one boring roughly every 500 feet)	17 Hand Auger 16 Hand Auger	6 8
Proposed Force Main (Route 2) - Directional Drill Areas (one boring roughly every 1,000 feet)	8 SPT	20
Lift Station Locations (Nos. 1, 2, 3, and 6)	4 SPT	30
Lift Station Location (Master Lift Station)	1 SPT	40

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The hand auger borings drilled for the proposed pipelines in the open cut installation areas will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The hand auger borings would be drilled to the termination depths presented in the preceding table or to a depth of 1 to 2 feet below the encountered groundwater level, whichever is encountered first, using a 3-inch diameter, hand-held bucket auger.

The SPT borings drilled for the proposed pipeline in the directional drill installation areas will be drilled at a spacing of approximately one boring every 1,000 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The SPT borings will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to a depth of 10 feet below existing ground surface, and at 5-foot intervals to the boring termination depth.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our field personnel. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

The following engineering analyses and report preparation will be performed for the pipeline Route that is selected by the client. Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipeline:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- The estimated normal seasonal high groundwater table level at the boring locations.

In addition, we will provide site preparation and foundation recommendations for the wet well structures, a general discussion of the subsurface soil conditions encountered at the proposed directional drill locations, and whether any obvious soil conditions were encountered that could significantly impact the directional drill.

Our recommendations for the pipeline and wet well structures, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

Route 1

The cost to complete the above scope of services for Route 1 will not exceed **$21,745.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 1.

Route 2

The cost to complete the above scope of services for Route 2 will not exceed **$24,083.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 2.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager

Attachment: Cost Estimates (2)

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 1

JOB NO:	2523-036		
JOB NAME:	Route 1		
ENGINEER:	JPM	DATE:	03/13/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	5	Hour	$ 175.00	$ 875.00
Assistant Project Engineer	40	Hour	$ 130.00	$ 5,200.00
CADD Draftsperson	12	Hour	$ 78.00	$ 936.00
Technical Typist	3	Hour	$ 67.00	$ 201.00
Engineering Services Subtotal				**$ 7,212.00**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	2	Days	$ 2,800.00	$ 5,600.00
Field Technician (hand augers)	72	Hour	$ 72.00	$ 5,184.00
Materials	1	Project	$ 325.00	$ 325.00
Field Services Subtotal				**$ 12,814.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	28	Test	$ 48.00	$ 1,344.00
Moisture Content	5	Test	$ 27.00	$ 135.00
Organic Content	5	Test	$ 48.00	$ 240.00
Laboratory Services Subtotal				**$ 1,719.00**

GEOTECHNICAL SERVICES TOTAL $21,745.00

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 2

JOB NO:	2523-036		
JOB NAME:	Route 2		
ENGINEER:	JPM	DATE:	03/13/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	5	Hour	$ 175.00	$ 875.00
Assistant Project Engineer	43	Hour	$ 130.00	$ 5,590.00
CADD Draftsperson	14	Hour	$ 78.00	$ 1,092.00
Technical Typist	3	Hour	$ 67.00	$ 201.00
Engineering Services Subtotal				**$ 7,758.00**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	3	Days	$ 2,800.00	$ 8,400.00
Field Technician (hand augers)	60	Hour	$ 72.00	$ 4,320.00
Materials	1	Project	$ 325.00	$ 325.00
Field Services Subtotal				**$ 14,750.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	25	Test	$ 48.00	$ 1,200.00
Moisture Content	5	Test	$ 27.00	$ 135.00
Organic Content	5	Test	$ 48.00	$ 240.00
Laboratory Services Subtotal				**$ 1,575.00**

GEOTECHNICAL SERVICES TOTAL $24,083.00

April 4, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Scope for Sewer Improvements and Retrofit North of Dunlawton Ave

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes development of bid package and bidding assistance.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Vice President

Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

EXHIBIT A
CITY OF DAYTONA BEACH SHORES
SCOPE OF SERVICES
FOR
SEWER IMPROVEMENTS AND RETROFIT NORTH OF DUNLAWTON AVE

This Scope of Services is in conformance with the Agreement for RFQ #2025-02 Engineering Services for Sewage Collection and Resiliency Upgrades dated _____ between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

In the Manhole Assessment Report dated June 2024, MEAD & HUNT identified 308 manholes having certain degrees of defects. The 308 manholes are grouped by priority of repair. Eight (8) manholes are in the Priority 1 group, needing immediate repair. 176 manholes are in the Priority 2 group showing significant defects that will soon reach Priority 1 group status if repair/rehabilitation is not performed in the near future. 124 manholes are in the Priority 3 group showing noticeable defects but do not require immediate attention. The City has obtained a Transform386 grant to retrofit the Priority 1 and 2 manholes; some Priority 3 manholes may also be included for repair pending available funding. This funding also includes lining and rehabilitation of some of the City's gravity sewers if funds allow.

This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Bid Document Preparation
- Phase 3 – Bidding Support

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12-month project duration. The PM will manage the development of project work and subconsultant efforts.

Coordination with Volusia County

Because the identified manhole and pipe rehabilitation will be fully funded by Transform386 grant, Volusia County (COUNTY) will be actively involved in this project. With the OWNER's permission, MEAD & HUNT will coordinate with the COUNTY and provide information about the project, when needed.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – BID SET DEVELOPMENT

MEAD & HUNT will prepare construction plans and technical specifications to assist with preparation of a Request for Proposal (RFP) and/or Invitation to Bid (ITB) documentation to generate an On-Call Services Contract, which will pre-qualify contractors to perform the necessary repair and rehabilitation improvements throughout the OWNER's collection and conveyance system.

The construction plans will include the following:

- GIS maps showing the locations of the manholes requiring repair, their priorities for repair and photos of their defects
- Standard manhole details, to be adopted from City of Port Orange's standard manhole details for modification and approval by the OWNER
- Pipelining details.

The specifications will cover the following:

- Manhole repair
- Pipelining
- Sewer CCTV inspection.

Deliverables

- Plans (Repair and Rehabilitation Typical Details) and Technical Specifications Review/Revisions

PHASE 3 – BIDDING ASSISTANCE

The COUNTY and the OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the COUNTY/OWNER purchasing and contract policies (Division 0 and 1). The

COUNTY/OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize COUNTY/OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit to the COUNTY/OWNER's finance/purchasing/clerk for review. Upon receipt of the COUNTY/OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents. MEAD & HUNT will assemble the Project Manual and submit it with the Construction Plans (denoted as Bid Set) in electronic format to the COUNTY/OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The COUNTY/OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the COUNTY/OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The COUNTY/OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the COUNTY/OWNER's facility. The COUNTY/OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the COUNTY/OWNER, MEAD & HUNT will review up to six (6) bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the COUNTY/OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 4 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as mileage, reproductions, postage, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Construction Phase Services

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Bid Document Preparation	*90 days*	*Notice to proceed*
Phase 3 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is **$77,391.60**. The Contingency Funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown and the attached estimated labor breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$19,541.00	*Lump Sum*
Phase 2 – Bid Document Preparation	*$30,464.00*	*Lump Sum*
Phase 3 – Bidding Assistance	*$18,351.00*	*Lump Sum*
Subtotal	**$68,356.00**	
Phase 4 – Reimbursables	$2,200	*Actual cost plus 10% administrative markup*
Phase 5 – Contingency at 10%	$6,835.60	*Time & Expense*
TOTAL	**$77,391.60**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	(OWNER NAME)	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad Blais, PE
Title:		Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:		Date	04/04/2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

CITY OF DAYTONA BEACH SHORES
SEWER IMPROVEMENTS AND RETROFIT NORTH OF DUNLAWTON AVE
ESTIMATED MANHOUR SCHEDULE
April 3, 2025

		Brad	Kris S.	Meifa	Eric	Sofia	Wayne	Doris	
Phase	**Description**	**Principal/Senior Client Manager**	**Principal/Senior Client Manager**	**Principal/Senior Client Manager**	**Engineer III**	**Engineer I**	**Senior Technician**	**Administrative Assistant**	**Total Task ($)**
	Hourly Rate	$ 323.00	$ 323.00	$ 323.00	$ 180.00	$ 153.00	$ 163.00	$ 95.00	See Below
1	**Project Management**								
	Project Coordination	21	4	16	16			8	$ 16,883.00
	Project Kick-Off Meeting	1	1	4	4				$ 2,658.00
	Internal Kick-Off Meeting								$ -
	Subtotals	**22.0**	**5.0**	**20.0**	**20.0**	**0.0**	**0.0**	**8.0**	**$ 19,541.00**
2	**Bid Document Preparation**								
	Documents		16	16	16	40	40		$ 25,856.00
	QA/QC	4		4	4		8		$ 4,608.00
	Subtotals	**4.0**	**16.0**	**20.0**	**20.0**	**40.0**	**48.0**	**0.0**	**$ 30,464.00**
3	**Bidding Assistance**								
	Bid Set Documents		2	2	4	4			$ 2,624.00
	Bid Set QAQC	1	2	2	2	2	4		$ 2,933.00
	Prebid	2		2					$ 1,292.00
	Addenda/um		4	4	8	8			$ 5,248.00
	Bid Opening			2	2				$ 1,006.00
	Bid Review and Recommendation of Award	2	2	4	8	8			$ 5,248.00
	Subtotals	**5.0**	**10.0**	**16.0**	**24.0**	**22.0**	**4.0**	**0.0**	**$ 18,351.00**
	TOTAL ALL TASKS	**31.0**	**31.0**	**56.0**	**64.0**	**62.0**	**52.0**	**8.0**	**$ 68,356.00**
								Lump Sum Total	**$ 68,356.00**
4	**Reimbursables Breakdown:**							Reimbursables	$ 2,200
	Description / Amount							Contingency	$ 6,835.60
	Printing/Reproduction/Postage/Mileage $ 2,000.00							**GRAND TOTAL**	**$ 77,391.60**
	Total $ 2,000.00								

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval of Sanitary Sewer Design Contract And Task Authorizations For Design Professional Services (RFQ2025-02): Mead & Hunt, Inc.

SYNOPSIS:

On February 4, 2025, the City Commission approved Mead & Hunt, Inc. as the firm to perform engineering/design services for sewage collection and resiliency upgrades (RFQ2025-02) to the City's aging sanitary sewer system. Mead & Hunt, Inc. has since executed a contract to provide the aforementioned services and provided task assignments/work orders (scope of work and fees) for the three major projects. The total engineering/design cost for these projects is $2,451,290.80 as seen below:

1. **Force Main**: $1,398,103.30.
2. **Master Pump & Lift Stations**: $975,792.95
3. **Sewer Improvements & Retrofit North of Dunlawton Blvd.**: $77,391.60

Later on this agenda, Staff is proposing a budget amendment item to account for the total engineering/design costs of the three projects listed above. The engineering/design of these projects will aid in the grant process and ensure the projects are "shovel-ready".

FISCAL IMPACT STATEMENT:

A budget amendment to the sewer fund is being presented later in the agend.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of the Mead & Hunt, Inc. Sanitary Sewer Design Contract For Professional Services (RFQ2025-02) and accompanying Task Authorizations/Work Orders.

SUGGESTED MOTION:

Approval of the Mead & Hunt, Inc. Sanitary Sewer Design Contract For Professional Services (RFQ2025-02) and accompanying Task Authorizations/Work Orders.

ATTACHMENT:

1. Mead & Hunt Inc Engineering Design Services-DBS Agreement RFQ No. 2-25-02
2. Mead & Hunt Task Assignments-Work Orders

CITY OF DAYTONA BEACH SHORES, FLORIDA
CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES pertaining to RFQ #2025-02, 'Engineering Services for Sewage Collection and Resiliency Upgrades', hereinafter referred to as the "Agreement", is made and entered into this ___ day of _____, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and MEAD & HUNT, INC., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Contractor is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below; and

WHEREAS, On or around December 13, 2024, the City advertised a Request for Qualifications, (RFQ #2025-02), hereinafter referred to as the "RFQ", which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, at their regularly scheduled meeting on February 4, 2025, the City Commission of the City of Daytona Beach Shores voted that the Contractor was qualified, experienced and capable to execute the terms of the RFQ; and

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

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

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

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

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

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

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

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

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

2. Amendment. This Agreement hereby amends and supplements the terms of any prior written agreement between the parties. In the event of a conflict between the terms of the Agreement and terms of any prior agreement, the terms of the Agreement shall prevail.

3. Compliance with the Requirements of the RFQ. The Contractor shall comply with all requirements of the RFQ including but not limited to those that describe the scope of work, the term of this Agreement, fees, and insurance requirements.

4. Work Orders. The City shall independently negotiate Work Orders with Contractor to perform specific projects. All Work Orders shall be governed by the terms contained herein and those requirements of the RFQ.

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

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

b. To CONTRACTOR: Mead & Hunt, Inc., Attention: Brad Blais, 4401 Eastport Parkway, Port Orange, FL 32127

6. General Provisions. Contractor must comply with the following general provisions:

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

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

c. **Personal nature of Agreement; Assignment.**

i. The parties acknowledge that the City places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of Contractor. Accordingly, this Agreement is personal and Contractor is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the City.
ii. If Contractor requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, Contractor must obtain the written approval of the City Project Manager prior to engaging such subcontractor or professional associate. Contractor will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

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

e. **Independent contractor.**

i. Contractor is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the City. None of Contractor's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the City. None of the benefits, if any, provided by the City to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the City to the employees, agents, or servants of Contractor. Contractor will be

solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although Contractor is an independent contractor, the work contemplated herein must meet the approval of the City and is subject to the City's general right of inspection to secure the satisfactory completion thereof. Contractor must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to Contractor, or to Contractor's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The City will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of Contractor.

ii. Contractor will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

iii. Contractor must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

i. Contractor must indemnify and hold the City harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the City, or its agents, officers, or employees, arising directly or indirectly from Contractor's performance under this Agreement or by any person on Contractor's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by Contractor (including Contractor's agents, employees, and subcontractors). Contractor must further indemnify the City against any claim that any product purchased or licensed by the City from Contractor under this Agreement infringes a United States patent, trademark, or copyright. Contractor acknowledges that Contractor has received consideration for this indemnification, and any other indemnification of the City by Contractor provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by Contractor, by Contractor's execution of this Agreement. Contractor's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the City and not considered to be the City's exclusive remedy.

ii. In the event that any claim in writing is asserted by a third party which may entitle the City to indemnification, the City must give notice thereof to Contractor, which notice must be accompanied by a copy of statement of the claim. Following the notice, Contractor has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Contractor does not timely defend, contest, or otherwise protect against any suit, action

or other proceeding arising from such claim, or in the event the City decides to participate in the proceeding or defense, the City will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to Contractor, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Agreement.

7. Compensation. The parties agree to compensation provisions as set forth and described within individually negotiated 'Work Orders' as described within paragraph 4 of this Agreement. In addition to individually negotiated Work Orders, a Fee Schedule is included as Exhibit "B". The Fee Schedule shall remain valid for the term of this agreement and may be periodically adjusted based upon mutual consent of both parties.

8. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties Hereto. This Agreement shall remain in effect for 5 years from execution of this agreement, with the City having an option to renew for an additional 3 year term thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than 60 days prior to the end of any annual term. This Agreement may be terminated by the City giving written notice to Contractor no less than 30 days prior to the date of termination.

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

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

11. Insurance.

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

b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. The amount of insurance required by this Agreement must not be less than:
   1. Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease;
   2. Commercial General Liability (CGL) insurance with a limit of not less than $300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of $600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

3. Commercial Automobile Liability Insurance with a limit of not less than $300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
4. Professional Liability. Contractor shall maintain Professional liability or equivalent Errors and Omissions Liability, with limits not less than $1,000,000.00 per claim / occurrence for professional services rendered under this Agreement. If coverage is written on a claims-made basis: a) any retroactive date shall precede the effective date of this Agreement; b) Contractor shall provide certificates of insurance evidencing the required coverage for a period of one year after final payment under this Agreement is made, or provide evidence showing Contractor has obtained a one-year extended reporting period endorsement.

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

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

12. Acceptance, final payment, and performance guarantee. Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the City under the terms and the conditions thereof, is recommended and the entire balance, found to be due to Contractor, will be paid to Contractor within thirty (30) days after the date of the final certificate. Before issuance of final certificate, Contractor must submit an affidavit satisfactory to the City that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid. Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the City will relieve Contractor from its obligations to do and complete the work in accordance with this Agreement. If the City deems it inexpedient to require Contractor to correct deficient or defective work, the City will make an equitable deduction from the contract price, or, in the alternative, the City may seek damages.

13. Termination.

a. Termination at Will: This Agreement may be terminated by the City in whole or in part at any time without cause by the City giving written notice to Contractor not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination.

Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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

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

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

16. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

17. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for

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

18. Prohibited Contracting. Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting. Pursuant to Section 287.05701, Fla. Stat., the City of Daytona Beach Shores shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

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

20. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the

jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

21. Waiver of Right to Dispute RFQ Solicitation: By entering into this Agreement, contractor hereby waives the right to challenge any inconsistency or irregularity contained within the bid documents, including but not limited to changes and any term or provision related to the selection process, scope of work, price or any other provision contained therein.

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

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

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

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

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

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

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

g. **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a

waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

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

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

j. **Public Entities Crime or Convicted Vendor List.** Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

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

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

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

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:
   1. "Coercion" means:
   2. Using or threatening to use physical force against any person;
   3. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
   4. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

5. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
6. Causing or threatening to cause financial harm to any person;
7. Enticing or luring any person by fraud or deceit; or
8. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Compliance with Code of Federal Regulations: This contract and related products/services provided shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.

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

ATTEST:

_____
By: Cheri Schwab, City Clerk

CITY OF DAYTONA BEACH SHORES

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

_____
Gretchen R.H. Vose, City Attorney

CONTRACTOR.:

By: _____

Print Name: Brad Blais

Title: Vice President

Exhibit "A"

RFQ2025-02 SELECTION COMMITTEE FINDINGS AND RECOMMENDATIONS

FOR

ENGINEERING SERVICES FOR SEWAGE COLLECTION AND RESILIENCY UPGRADES

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I. Project Objective

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

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

II. Evaluation Criteria

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

RFQ2025-02 PART 4: Evaluation of Submissions

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

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

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

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

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

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

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

III. Selection Committee

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

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

IV. Proposals Submitted

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

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

V. Scoring and Selection

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

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

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

VI. Conclusion and Recommendation

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

VII. Appendix A – Selection Committee Rating Forms & Minutes

City of Daytona Beach Shores
"Life is Better Here"
"A Premier, Friendly Place to Be"
Office of The Finance Director

January 23, 2025

Minutes

RFQ 2025-02
Sewage Collections & Resiliency Upgrade

Attendees:

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

Number of Attendees: 5

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

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

Meeting concluded at 9:25am.

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

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

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experieince of Key Personnel	35	34	34
4.1.2	Related Experience	25	20	21
4.1.3	Capabilities, Approach & Capacity	15	10	13
4.1.4	Public Outreach & Safety	10	5	5
4.1.5	Tentative Staffing Schedule	15	10	10
NOTE:	Criteria Descrption Provide In Separate Tab	100	79	80
			(2)	(1)

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

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

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experieince of Key Personnel	35	35	35
4.1.2	Related Experience	25	25	25
4.1.3	Capabilities, Approach & Capacity	15	15	15
4.1.4	Public Outreach & Safety	10	10	10
4.1.5	Tentative Staffing Schedule	15	13	15
NOTE:	Criteria Descrption Provide In Separate Tab	100	98	100

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

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

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experieince of Key Personnel	35	35	35
4.1.2	Related Experience	25	20	25
4.1.3	Capabilities, Approach & Capacity	15	15	15
4.1.4	Public Outreach & Safety	10	5	10
4.1.5	Tentative Staffing Schedule	15	15	15
NOTE:	Criteria Descrption Provide In Separate Tab	100	90	100

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

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

RFQ-Sec.	Weighted Criteria	Max Points	McKim & Creed	Mead & Hunt
4.1.1	Qualifications & Experieince of Key Personnel	35	30	34
4.1.2	Related Experience	25	20	22
4.1.3	Capabilities, Approach & Capacity	15	12	12
4.1.4	Public Outreach & Safety	10	8	9
4.1.5	Tentative Staffing Schedule	15	8	16
NOTE:	Criteria Descrption Provide In Separate Tab	100	68	97

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

Exhibit "B"

MEAD & HUNT, Inc.
One Water Standard Billing Rate Schedule
Effective January 1, 2025

Standard Billing Rates

Archaeologist/Historian Technician, Project Assistant I, Technical Editor I	$84.00 / hour
Archaeologist/Historian I	$89.00 / hour
Archaeologist/Historian II	$95.00 / hour
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I	$100.00 - $110.00/ hour
Project Assistant III, Technical Editor III, Technician II	$126.00 / hour
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I	$130.00 - $146.00/ hour
Senior Archaeologist/Historian, Project Assistant IV, Technical Editor IV, Technician III	$146.00 / hour
Registered Land Surveyor	$177.00 / hour
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II	$155.00 - $165.00/ hour
Project Archaeologist/Historian, Technician IV	$158.00 / hour
Senior Technician	$189.00 / hour
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III	$189.00 / hour
Senior Engineer, Architect, Interior Designer, Planner and Scientist	$227.00 / hour
Project Engineer, Architect, Interior Designer, Planner and Scientist	$205.00 / hour
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist	$240.00 / hour
Senior Associate, Senior Client/Project Manager	$265.00 - $330.00/ hour
Principal	$340.00 / hour

Expenses

Geographic Information or GPS Systems	$110.00 / day
Total Station Survey Equipment	$220.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Mead & Hunt

May 27, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Force Main Upgrades Project

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes data collection, site reconnaissance, survey, geotechnical investigation, preliminary design, final design, permitting, bidding, funding assistance and public outreach services. It excludes construction administration (CA) and construction engineering inspection (CEI) services. It is anticipated that these services will be provided under the terms of a separate TA for CA & CEI services.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad Blais, P.E.
Vice President

Meifa Chen, PhD, P.E.
Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

CITY OF DAYTONA BEACH SHORES
SCOPE OF SERVICES
FOR
FORCE MAIN UPGRADES

This Scope of Services is in conformance with the Contract Agreement for Engineering Services for Sewage Collection and Resiliency Upgrades, issued per RFQ #2025-02, dated December 13, 2024 between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) dated_____and is referred to hereinafter as the Contract.

GENERAL

The project involves upgrading the OWNER's main force main between Lift Station 6 (LS 6) and the Master Pump station (MPS), which is approximately four (4) miles. In the Clean Water State Revolving Fund Facility Plan Report dated June 2024, MEAD & HUNT evaluated the following force main route alternatives for planning purpose:

- **Alternative 1 – Alignment in easements.** This alignment will be in the OWNER's easements along the west side of A1A. The force main will be relocated to the OWNER's easements if it is not there currently. It will be replaced in place if it is already in the easements. The OWNER already possesses 15-ft easements in 147 parcels. However, the OWNER will need to acquire easements from 27 additional parcels within the city limits and from 13 parcels outside the city limits. The OWNER currently does not have easements in those 40 parcels based on the information the OWNER provided to MEAD & HUNT. Obtaining easements in 40 parcels may be time consuming and very challenging, which may render this alternative unviable.

- **Alternative 2 – Mixed alignment**. The new force main will be located in the OWNER's easements same as in Alternative 1 alignment from LS06 to Minerva Road; it then will go under the SR A1A most western travel lane between Minerva Road and Florida Shores Blvd. Then it will turn west to Florida Shores Blvd and then south to S Peninsular Drive, then east to Seaway Ave terminating at the MPS. The OWNER will need to acquire easements from five parcels within the city limits.

- **Alternative 3 – Alignment in an A1A travel lane.** The new force main will be located in the most western southbound travel lane of SR A1A (the lane on east is ruled out due to workers' safety concerns during construction). This alignment will only be feasible when the force main improvements coincide with the SR A1A resurfacing project by the Florida Department of Transportation (FDOT). This alternative will require advance concurrence by FDOT that the OWNER can install and maintain the force main in the travel lane. The construction duration, phasing and sequences will have to be closely coordinated with FDOT.

At the call on February 25, 2025 between the OWNER and MEAD & HUNT, it was agreed that both Alternative 1 and Alternative 3 above are impractical and the final route would be an updated Alternative 2. A route study will be performed under this project. To perform the route study, the existing utilities along the potential route will be designated. After a route is selected, MEAD & HUNT will proceed with design.

This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Data Collection and Site Reconnaissance
- Phase 3 – Preliminary Design
- Phase 4 – Finaly Design
- Phase 5 – Permitting Support
- Phase 6 – Bidding Support
- Phase 7 – Funding Assistance and Public Outreach
- Phase 8 - Subconsultants and Reimbursables

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 18-month project duration. The PM will manage the development of project work and subconsultant efforts.

Coordination with Volusia County

Because the construction of the force main upgrades will be partially funded by Transform386 grant, Volusia County (COUNTY) is a very import stakeholder and will be actively involved in this project. With the OWNER'S permission, MEAD & HUNT will coordinate with the COUNTY and provide information about the project when needed.

Progress Meetings
MEAD & HUNT will coordinate and conduct up to six (6) progress meeting with the project team and OWNER staff to review project status, challenges and solutions, and coordination needed. Following the meeting, MEAD & HUNT will prepare meeting summaries and distribute them to the attendees.

Deliverables – Project Management
- Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Subconsultant Work Coordination
MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Subsurface Utility Engineering (SUE) and Utility Coordination
Subsurface utility exploration (SUE) will be provided by Southeastern Surveying & Mapping Corporation (SSMC) per the terms of their proposal, attached. This work effort will be coordinated by MEAD & HUNT.

MEAD & HUNT will coordinate with existing utilities for work at existing master pump station and lift station sites. This includes determination of power supply and availability with FPL and potential utility conflicts with other franchise utilities. SSMC and the geotechnical subconsultant will submit 'dig' tickets for SUE and soil borings at each site.

Site Reconnaissance
MEAD & HUNT will conduct up to two (2) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report
MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding and goals, force main route alternatives, hydraulic modeling, impacts on lift stations, construction method, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

Upon completion of QA/QC, a draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% /Bid Set Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT will prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by the OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency-required or recommended public noticing, if not provided by agency.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

City Excavation Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

FDOT Utility Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDOT to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application
- Final City Excavation Permit application
- Final County Right-of-Way Permit application
- Final FDOT Utility Permit application

PHASE 6 – BIDDING ASSISTANCE

The COUNTY and the OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the COUNTY/OWNER purchasing and contract policies (Division 0 and 1). The COUNTY/OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize COUNTY/OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the COUNTY/OWNER's finance/purchasing/clerk for review. Upon receipt of the COUNTY/OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the COUNTY/OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The COUNTY/OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The COUNTY/OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the COUNTY/OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The COUNTY/OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the COUNTY/OWNER's facility. The COUNTY/OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the COUNTY/OWNER, MEAD & HUNT will review up to six (6) bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the COUNTY/OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – FUNDING ASSISTANCE AND PUBLIC OUTREACH

MEAD & HUNT will provide funding assistance to the OWNER to manage funding for the project. Assistance will consist of coordinating with the OWNER and the various funding agencies including Volusia County and CDBG to confirm that the project design and bid documents comply with the terms and conditions of the funding sources. MEAD & HUNT's funding specialists will review all grant terms and conditions and incorporate requisite requirements within the bid documents and review the bid documents to verify that they meet eligibility requirements.

Prebid Meeting

MEAD & HUNT Funding Representative will attend the prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact COUNTY/OWNER to obtain required documents and organize all information together to provide to requisite funding agencies.

Public Outreach

MEAD & HUNT will coordinate with Quest Corporation of America (Quest) provide public outreach support. It is assumed two (2) public meetings will be held, one during preliminary design and one during final design. MEAD & HUNT and Quest will prepare posters, handouts, and presentations for the meetings and summarize public feedbacks from the meetings.

Deliverables – Easement Acquisition Support

- Public meeting posters, handouts and presentations
- Summary of public feedbacks

PHASE 8 – SUBCONSULTANTS AND REIMBURSABLES

MEAD & HUNT will engage subconsultants for the following disciplines: Survey, SUE, Geotechnical and Public Outreach. Subconsultant proposals have been received from: SSMC and Ardaman. Copies of subconsultant proposals are included herein. Subconsultant costs will be billed at actual cost plus 10%.

Estimated reimbursable costs are shown in the compensation table below as allowances. Periodic billings will be billed at actual cost plus 10%. Specific project design elements have not been determined; therefore, scope changes may be required as design progresses. Contingency funds have been identified in Phase 9. If changes in scope are required, the Owner will be notified of potential changes and advised if a contingency release (CR) is required and the estimated cost of the CR.

PHASE 9 – CONTINGENCIES

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

This scope of services excludes all items not specifically described herein. Construction phase services are not included. A subsequent scope and fee estimate, and Task Authorization request will be submitted following bid and project award.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project (18 months)*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*150 days*	*Notice to proceed*
Phase 3 – Preliminary/Conceptual Design	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*90 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*30 days*	*60% review meeting*
Task 3 – 100% Design	*15 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*90 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	
Phase 1 – Funding Assistance and Public Outreach	*Throughout Project*	

The above timeframes *do not* include OWNER and agency review time.

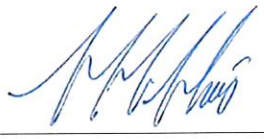
COMPENSATION

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 2 – Project Management	*$78,079.00*	*Lump Sum*
Phase 3– Data Collection and Site Reconnaissance	*$55,484.00*	*Lump Sum*
Phase 4 – Preliminary Design	*$89,812.00*	*Lump Sum*
Phase 5 – Project Design	*$332,240.00*	
Phase 6 – Permitting Assistance	*$38,008.00*	*Lump Sum*
Phase 7 – Bidding Assistance	*$21,264.00*	*Lump Sum*
Phase 8 – Funding Assistance and Public Outreach	*$58,464.00*	*Lump Sum*
Subtotal	**$673,351.00**	
Phase 8 – Subconsultants/Reimbursables	$657,417.20	*Actual cost plus 10% administrative markup*
Phase 9 – Contingency at 10%	$67,335.10	*Time & Expense*
TOTAL	**$1,398,103.30**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF DAYTONA BEACH SHORES	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	
Name:	_____	Name:	Brad Blais, PE
Title:	_____	Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:	_____	Date	05/27/2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

Subconsultant's Proposals

April 25, 2025

VIA EMAIL: Meifa.Chen@meadhunt.com

Mr. Meifa Chen | Project Manager
Mead & Hunt, Inc.
2203 North Lois Avenue
Suite 225
Tampa, Florida 33607

RE: City of Daytona Beach Shores–Force Main Improvements
Seaway Avenue, S Peninsula Drive, Carter Terrace, Atares Way, Ocean West Blvd, Cheshire Road and Sunrise Blvd, Daytona Beach Shores, Florida 32118
Sections 16, 21, 22, 27, 34 and 35, Township 15 South, Range 33 East, Volusia County, Florida

Dear Mr. Chen,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project.

SCOPE OF WORK:
Provide Surveying and Subsurface Utility Engineering Services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

STAGE I – Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey _FM Route 1" as provided via email February 26, 2025. Said route will begin at the Master Pump Station on Seaway Avenue and go Southwesterly to S Peninsula Drive. Thence it will continue along S Peninsula Drive to Sunrise Boulevard. Thence it will continue along Sunrise Boulevard to S Atlantic Avenue. Thence it will continue along S Atlantic Avenue to Cheshire Street. Thence it will terminate at Lift Station #5. It will also include all of Cheshire Road, all of Oceans West Boulevard from S Peninsula Drive to Lift Station #4, Carter Terrace from S Peninsula Drive to La Paloma Avenue, La Paloma Avenue from Carter Terrace to Atares Avenue, and Atares Avenue from La Paloma Avenue to Lift Station #3. The Route is approximately 24,900LF in length.

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation for the full Right of Way as shown in **red** on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

2. Using Conventional Surveying methods, collect all Designation outlined above to be depicted on final drawing.

3. Using Conventional Surveying methods, locate sufficient Right of Way and Section monumentation in order to show apparent Right of Way lines along the route shown in red on the KMZ file named "Survey FM Route 2" as provided via email February 26, 2025. Said route will begin at the Water Facility located at the South end of Ridge Road and will go Northwesterly along Ridge Road to Richards Lane. Thence it will continue along Richards Lane to the Westerly edge of pavement of S Atlantic Avenue. The Route will then become a Forty (40) foot wide strip from the Westerly edge of pavement of S Atlantic Avenue West and will Follow S Atlantic Avenue North to Cheshire Road. The Route is approximately 6,700LF in length.

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Depict Apparent Right of Way from previous Task I or Task II on final drawing.
4. Locate trees 8" and up as measured at breast height (dBH).
5. Establish a minimum forty (40) site benchmarks.
6. Topographic coverage will be limited to the extents of the Right of Way plus five (5) feet along previously outlined Force Main Route 1 ***OR*** a combination of everything included in Force Main Route 1 South of the North Line of Ocean's Golf Club and all of previously outlined Force Main Route 2.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**
   and test holes) using GPS or conventional surveying equipment and control established for this project.

STAGE IV (A) – OPTIONAL - Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Locate trees 8" and up as measured at breast height (dBH).
4. Establish a minimum of three (3) site benchmarks.
5. Topographic coverage will be limited to a forty (40) foot strip South of the North line of Ocean's Golf Club.
6. Prepare a description for the utility easement.
7. Prepare a sketch of the same, suitable for recording in the Public Records of Volusia County, Florida
8. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE V – OPTIONAL - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)
Provide five (5) Boundary Surveys and five (5) Sketch and Descriptions to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features.
3. Review initial Title Commitment as provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. We will not make statements as to whether Schedule B2 items affect, benefit, encumber or burden the subject property, as those are legal determinations outside of our expertise. Additional fees may be required for further work due to revisions of the Title Commitment or request for reviews of non-easement items such as liens, mortgages, agreements, or leases.
4. Prepare five (5) descriptions for the utility easements.
5. Prepare five (5) sketches of the same, suitable for recording in the Public Records of Volusia County, Florida.
6. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at locations to be determined after the designation phase is completed.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery

DELIVERABLE
The final product will be **three (3)** certified prints, a digital (DWG) file, and a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in **Exhibit "A".**

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

UTILITY TERMS AND CONDITIONS
It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mead & Hunt will make available all plans and utility records that have been obtained for this site. However, the information provided by Client Name is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Client Name if there are any patently or reasonably identifiable defects in the documents.

Mead & Hunt is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

PROJECT TIMELINE

We anticipate the completion of the Stage I work within **twenty-four (24) weeks** after receipt of a written notice to proceed if this scope is released at the same time as Stage IV (B). If released independently, we anticipate the completion of the Stage I work, within **twenty (20) weeks**. Other timelines will be determined after the final route is determined.

EXPENSES AND FEES
Our fee for this project will be as follows:

STAGE I Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 1

Subsurface Utility Designation – Force Main Route 1:		$ 111,826.00
Apparent Right of Way Location – Force Main Route 1:		$ 97,218.00
	STAGE I Total:	$ 209,044.00

STAGE II – *Optional* Subsurface Utility Designation and Apparent Right of Way Location – Force Main Route 2 (if needed)

Subsurface Utility Designation – Force Main Route 2:		$ 62,207.00
Apparent Right of Way Location – Force Main Route 2:		$ 48,620.50
	STAGE II Total:	$ 110,827.50

STAGE III –Topographic Survey – FINAL ROUTE (Once Determined)

Force Main Route 1:	$ 143,349.50
	OR
Force Main Route 2:	$ 135,256.00

STAGE IV (A) – *Optional* Topographic Survey and Sketch and Description of 20' Easement (if needed for Route 2)

Subsurface Utility Designation:		$ 1,684.00
Topographic Survey with Sketch and Description:		$ 9,230.00
	STAGE IV (A) Total:	$ 10,914.00

STAGE V – *Optional* - Boundary Survey and Sketch and Descriptions for 5 Parcels (if needed for Route 2)

Boundary Survey with Sketch and Descriptions (5):	$ 35,516.00

STAGE VI – OPTIONAL – Test Holes/Vertical Verification of Utilities and Conflicts

Test Holes/Day Rate:	$616.00 Dirt/Each $765.00 Asphalt/Concrete/Each
Test Holes/Night Rate:	$924.00Dirt/Each $1,148.00 Asphalt/Concrete/Each
M.O.T. (SSMC):	$500.00 per Sidewalk Closure/Day $600.00 per Sidewalk Closure/Night $1,013.00 per Lane Closure/Day Rate $1,231.00 per Lane Closure/Night Rate $100.00 per hour per Flagger/Day Rate $150.00 per hour per Flagger/Night
Permitting (If required):	$133.00 per hour + Cost of Permit

***OPTIONAL*: Survey Location of Test Holes/Vertical Verification (Price To Be Determined once locations selected).**

***NOTE:* Anticipated Total will be determined once the final route and the amount Test Holes/Vertical Verification of Utilities and Conflicts is determined.**

Payment Terms:
Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex D. Jenkins, CST IV
Project Manager

ADJ:ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

ACCEPTED BY:

_____ / _____ _____ _____

Principal / or Corporate Officer **TITLE** **Printed Name** **Date**

SSMC™ SUE • SURVEY • GIS

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rate
Professional Surveyor & Mapper/PSM	$ 199.00 / per hour	
Project Surveyor	$ 177.00 / per hour	
Expert Witness	$ 360.00 / per hour	
Senior Technician	$ 133.00 / per hour	
CAD Technician	$ 118.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00
One Person Field Crew	$ 133.00 / per hour	
Two Person Field Crew	$ 178.00 / per hour	$ 267.00
Three Person Field Crew	$ 233.00 / per hour	$ 350.00
Four Person Field Crew	$ 289.00 / per hour	$ 433.00
Sketch of Descriptions (per SD)	$ 676.00	
Residential Elevation Certificate	$ 925.00	
Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rate
LiDAR Technician	$ 133.00 / per hour	
LiDAR Project Manager	$ 177.00 / per hour	
LiDAR One Person Field Crew	$ 155.00 / per hour	
LiDAR Two Person Field Crew	$ 204.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
UAS/UAV Photogrammetry Crew	$ 268.00 / per hour	
Mobile Scan Crew	$ 268.00 / per hour	

Construction Services

Category	Day Rate	Night / Weekend Rate
Construction Professional Surveyor & Mapper	$ 203.00 / per hour	
Construction Project Manager	$ 203.00 / per hour	
Construction Senior Technician	$ 153.00 / per hour	
Construction CAD Technician	$ 136.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Construction One Person Field Crew	$ 153.00 / per hour	
Construction Two Person Field Crew	$ 204.00 / per hour	$ 306.00 / per hour
Construction Three Person Field Crew	$ 268.00 / per hour	$ 402.00 / per hour
Construction Four Person Field Crew	$ 332.00 / per hour	$ 498.00 / per hour

GIS Services

Category	Day Rate	Night / Weekend Rate
Professional Engineer	$ 213.00 / per hour	
GIS Project Manager	$ 177.00 / per hour	
GIS Analyst	$ 119.00 / per hour	
GIS Technician	$ 79.00 / per hour	
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
Two Person GIS Crew	$ 178.00 / per hour	
One Person GIS Crew	$ 133.00 / per hour	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rate
Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
Clerical	$ 79.00 / per hour	$ 118.00 / per hour
One Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
Two Person Crew	$ 216.00 / per hour	$ 324.00 / per hour
Three Person Crew	$ 301.00 / per hour	$ 451.00 / per hour
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	$ 217.00 / per hour	$ 336.00 / per hour
Temporary Traffic Control (TTC)		
Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
Concrete/Asphalt Removal & Repair	$ 436.00	
Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	**Day Rate**	**Night / Weekend Rate**
Per Day Two Person Crew	$ 395.00	
Per Day Three Person Crew	$ 595.00	

EXHIBIT "C"

Mead & Hunt

Mead & Hunt – Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the apparent right-of-way lines (if route survey) and property lines (if site survey) and locate all improvements including elevations within the apparent right-of-way or property lines, and 10' beyond the apparent right-of-way/property lines, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. The survey drawing file (.dwg) shall be delivered in the appropriate coordinate system. Establish apparent right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show at least 50' of each intersecting side street right-of-way with improvements.

Indicate a survey baseline with stations on drawings including location and direction of baseline related to state plane reference points. Baseline to be coordinated with Mead & Hunt prior to beginning field work. Survey baselines shall be center of right-of-way, center of roadway, right-of-way, etc. When survey alignment is along an FDOT roadway use the established FDOT stationing convention. Surveys adjacent to coastal areas shall include the Coastal Construction Control Line.

Additional information required: All visible above ground fixed improvements to include, but not limited to, pavement, edge of pavement or curb (size & type), parking lots, sidewalks, concrete pads, utility poles, communication boxes, manholes, utility valve boxes, hydrants, storm drainage structures, shorelines, ditches (top, bottom and centerline), walls, fences, trees with type and size (per local code), shrubs, buildings/structures, driveways (and type - concrete, asphalt, dirt, gravel, shell, etc.), signs, mailboxes, water meters/boxes, sewer cleanouts, etc.

For route surveys: Show lot/block and parcel numbers and subdivision names with plat book and page number when applicable. Show approximate lot/property lines based on best available information (i.e., property corners and/or plats). Show addresses of properties along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and more frequently at any sudden change of grade. The topographical information shall be sufficient to generate a surface in Civil 3D. Typically, additional spot elevations shall be shown at street intersections (P.C., P.T., mid-radius) and at driveways. Cross section shall show centerline and edge of pavement elevations, sidewalk elevations and tops and bottoms of any swales or ditches.

Show elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Pipes shall be drawn at correct elevation within the survey drawing file (.dwg), and include callouts for pipe size, material, etc. every 200' along alignment. Provide invert of next upstream/downstream structure that falls outside survey limit (top slab, bottom, inverts, surrounding grade). Show existing surface water/stormwater water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall request a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require footprint of structure front and floor slab elevations. Surveys performed for new/replacement water or reclaimed water mains require location of existing meters/service boxes and elevation of top of valve nuts.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

Survey shall be certified to Mead & Hunt, Inc. and the project client/owner.

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file.
- Electronic Copy – Surveyor shall deliver drawing file (.dwg). File(s) shall be in Civil 3D 2018 or later format. E-transmit function shall be used to compile electronic files for transmittal.
- Electronic Copy Signed & Sealed – A noneditable electronic version pdf with an image of the seal and electronic signature in accordance with F.A.C. 5J-17.062.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these files as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

Multi-part or amended surveys shall use continuing point number series, to avoid conflicts or duplicate point numbers with other portions of the survey when they are combined into one working file.

Layering shall be in accordance with the Mead & Hunt survey template. If additional layers are created, a descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate or numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. **All entities in the drawing shall be "color and line type by layer".**

Text size shall be no larger than 10-point font (except street names, title block, etc.). Other text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt.

Surveyor shall deliver revised files as needed per Mead & Hunt's review and comment.

GENERAL:

All survey work shall be performed in accordance with Standards of Practice for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C. pursuant to Section 472.027, Florida Statutes.

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 13, 2025
Proposal File No. 2523-036
Revised April 28, 2025

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Meifa Chen, PhD, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Daytona Beach Shores Force Main Improvements
Daytona Beach Shores, Florida

Dear Mr. Chen:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Chen, the project includes the installation of a new sewer force main pipeline improvements within the City of Daytona Beach Shores. Two routes for the new force main pipeline are being considered. A description of the proposed force main improvements is presented below.

Force Main - Route 1

Route 1 will be approximately 25,000 lineal feet in length and the pipeline for this route will be installed adjacent to Peninsula Drive, Sunrise Boulevard, Cheshire Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. This pipeline will be installed using the open cut method with approximately 3 feet of soil cover.

Force Main - Route 2

For Route 2, the force main pipeline will be approximately 24,800 lineal feet in length and will run mostly along the west side of S. Atlantic Avenue and the east side of S. Peninsula Drive. Short segments of the pipeline will also be installed adjacent to Richards Lane, Ridge Road, Oceans West Boulevard, Carter Terrace, La Paloma Avenue, Artares Avenue, and Seaway Avenue. Additionally, a short segment of the force main will be installed within an easement that runs along the north side of the Oceans Golf Club course.

According to the client, the pipeline installation method along S. Atlantic Avenue will consist primarily of directional drill installation that will not extend deeper than 20 feet below existing ground surface. The pipeline installed along S. Peninsula Drive and the shorter segments of pipeline installed adjacent to the other roadways and within the easement will be installed using the open cut installation method with approximately 3 feet of soil cover.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipeline. In addition, we will provide a discussion of the subsurface soil conditions

encountered at the proposed directional drill locations and provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

It is our understanding that the client may authorize us to proceed with the field exploration program for either Rout 1 or Route 2. The proposed field exploration programs for each of the two Routes will include the following:

Route 1

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 1) - Open Cut Installation Areas (one boring roughly every 500 feet)	25 Hand Auger 25 Hand Auger	6 8

Route 2

Description	Number of Borings	Depth Below Ground Surface (feet)
Proposed Force Main (Route 2) - Open Cut Installation Areas (one boring roughly every 500 feet)	17 Hand Auger 16 Hand Auger	6 8
Proposed Force Main (Route 2) - Directional Drill Areas (one boring roughly every 1,000 feet)	8 SPT	20

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The hand auger borings drilled for the proposed pipelines in the open cut installation areas will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The hand auger borings would be drilled to the termination depths presented in the preceding table or to a depth of 1 to 2 feet below the encountered groundwater level, whichever is encountered first, using a 3-inch diameter, hand-held bucket auger.

The SPT borings drilled for the proposed pipeline in the directional drill installation areas will be drilled at a spacing of approximately one boring every 1,000 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The SPT borings will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-

1586. The borings will be sampled at 18-inch intervals to a depth of 10 feet below existing ground surface, and at 5-foot intervals to the boring termination depth.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our field personnel. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

The following engineering analyses and report preparation will be performed for the pipeline Route that is selected by the client. Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipeline:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- The estimated normal seasonal high groundwater table level at the boring locations.

In addition, we will provide a general discussion of the subsurface soil conditions encountered at the proposed directional drill locations and whether any obvious soil conditions were encountered that could significantly impact the directional drill.

Our recommendations for the pipeline, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

Route 1

The cost to complete the above scope of services for Route 1 will not exceed **$13,004.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 1.

Route 2

The cost to complete the above scope of services for Route 2 will not exceed **$19,544.50** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate – Route 2.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

Jason P. Manning, P.E.
Branch Manager

Attachment: Cost Estimates (2)

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 1

JOB NO:	2523-036_REV1		
JOB NAME:	Route 1		
ENGINEER:	JPM	DATE:	04/28/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	2.5	Hour	$ 175.00	$ 437.50
Assistant Project Engineer	30	Hour	$ 130.00	$ 3,900.00
CADD Draftsperson	8.5	Hour	$ 78.00	$ 663.00
Technical Typist	1.5	Hour	$ 67.00	$ 100.50
			Engineering Services Subtotal	**$ 5,101.00**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 200.00	$ 200.00
Field Technician (hand augers)	72	Hour	$ 72.00	$ 5,184.00
Materials	1	Project	$ 250.00	$ 250.00
			Field Services Subtotal	**$ 6,739.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	18	Test	$ 48.00	$ 864.00
Moisture Content	4	Test	$ 27.00	$ 108.00
Organic Content	4	Test	$ 48.00	$ 192.00
			Laboratory Services Subtotal	**$ 1,164.00**

GEOTECHNICAL SERVICES TOTAL $13,004.00

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - ROUTE 2

JOB NO:	2523-036_REV1		
JOB NAME:	Route 2		
ENGINEER:	JPM	DATE:	04/28/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	3.5	Hour	$ 175.00	$ 612.50
Assistant Project Engineer	36	Hour	$ 130.00	$ 4,680.00
CADD Draftsperson	11	Hour	$ 78.00	$ 858.00
Technical Typist	2	Hour	$ 67.00	$ 134.00
			Engineering Services Subtotal	**$ 6,284.50**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	13	Hour	$ 85.00	$ 1,105.00
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	2	Days	$ 2,800.00	$ 5,600.00
Field Technician (hand augers)	60	Hour	$ 72.00	$ 4,320.00
Materials	1	Project	$ 300.00	$ 300.00
			Field Services Subtotal	**$ 11,925.00**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	20	Test	$ 48.00	$ 960.00
Moisture Content	5	Test	$ 27.00	$ 135.00
Organic Content	5	Test	$ 48.00	$ 240.00
			Laboratory Services Subtotal	**$ 1,335.00**

GEOTECHNICAL SERVICES TOTAL $19,544.50

May 27, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Master Pump Station (MPS) and Lift Stations Upgrades Project

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The proposed Task Authorization (TA) is for design phase services. This scope of services and fee estimate includes work required for data collection, site reconnaissance, survey, geotechnical investigation, preliminary design, final design, permitting, funding assistance and bidding support services. It excludes construction administration (CA) and construction engineering inspection (CEI) services. It is anticipated that these services will be provided under the terms of a separate TA for CA & CEI services.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad Blais, P.E.
Vice President

Meifa Chen, PhD, P.E.
Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

EXHIBIT A
CITY OF DAYTONA BEACH SHORES SEWAGE COLLECTION AND RESILIENCY UPGRADES

SCOPE OF SERVICES AND FEE ESTIMATE
FOR MASTER PUMP STATION AND LIFT STATIONS UPGRADE PROJECT

This Scope of Services is in conformance with the Contract Agreement for Engineering Services for Sewage Collection and Resiliency Upgrades, issued per RFQ #2025-02, dated December 13, 2024 between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) dated_____and is referred to hereinafter as the Contract.

GENERAL
The project involves upgrading the OWNER's Master Pump station (MPS) and 11 lift stations. The conceptual designs and budgets for upgrades to the MPS and 11 lift stations are presented in the Clean Water State Revolving Fund Facility Plan Report dated June 2024 prepared by MEAD & HUNT. Project construction will be funded by the OWNER's SAHFI CWSRF Loan Agreement #WW641310 being managed by the OWNER with funding assistance provided by MEAD & HUNT. This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Data Collection and Site Reconnaissance
- Phase 3 – Preliminary Design
- Phase 4 – Final Design
- Phase 5 – Permitting Support
- Phase 6 – Bidding Support
- Phase 7 – Funding Assistance
- Phase 8 - Subconsultants and Reimbursables

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting
MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination
MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 15-month project duration. The PM will manage the development of project work and subconsultant efforts.

Progress Meetings
MEAD & HUNT will coordinate and conduct up to six (6) progress meetings with the project team and OWNER staff to review project status, challenges and solutions, and coordination needed. Following the meeting, MEAD & HUNT will prepare meeting summaries and distribute them to the attendees.

Deliverables – Project Management

- Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Subconsultant Work Coordination
MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Subsurface Utility Engineering (SUE) and Utility Coordination
Subsurface utility exploration (SUE) will be provided by Southeastern Surveying & Mapping Corporation (SSMC) per the terms of their proposal, attached. This work effort will be coordinated by MEAD & HUNT.

MEAD & HUNT will coordinate with existing utilities for work at existing master pump station and lift station sites. This includes determination of power supply and availability with FPL and potential utility conflicts with other franchise utilities. SSMC and the geotechnical subconsultant will submit 'dig' tickets for SUE and soil borings at each site.

Site Reconnaissance and Data Collection
MEAD & HUNT will visit the lift station sites with OWNER staff as required to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN AND 30% DESIGN

Preliminary Design Report
MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include design calculations and conceptual designs and layouts for the MPS and each lift station site.

30% Design Plans

MEAD & HUNT will prepare 30% design plans for civil, site and mechanical elements for the MPS and 11 lift station locations. The plans will be developed based upon design calculations and conceptual designs presented in the PDR.

Upon completion of QA/QC, a draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Upon completion of QA/QC, Draft 30% plans will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a 30% plan review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report and 30% plans (electronic PDF format)
- Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report and 30% Plans (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase review comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

Upon completion of QA/QC, the 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% / Bid Set Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT will prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by the OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency-required or recommended public noticing, if not provided by agency.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application

meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

City Excavation Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as received as part of the permit application process.

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application
- Final City Excavation Permit application
- Final County Right-of-Way Permit application

PHASE 6 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, pre-bid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The COUNTY/OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of Award

PHASE 7 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the OWNER to manage funding for the project. Assistance will consist of coordinating with the OWNER and the various funding agencies including FDEP, Volusia County and CDBG to confirm that the project design and bid documents comply with the terms and conditions of the two (2) primary funding sources: FDEP SAHFI Grant and the Transform 386 funding from Volusia County, via FDEP. MEAD & HUNT's funding specialists will review all grant terms and conditions and incorporate requisite requirements within the bid documents and review the bid documents to verify that they meet eligibility requirements.

Prebid Meeting

MEAD & HUNT Funding Representative will attend the prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact the OWNER to obtain required documents and organize all information together to provide to the requisite funding agencies.

PHASE 8 – SUBCONSULTANTS AND REIMBURSABLES

MEAD & HUNT will engage subconsultants for the following disciplines: Survey, SUE, Geotechnical and electrical engineering. Subconsultant proposals have been received from: SSMC, Ardaman and Associates and TLC Engineering for survey/sue, geotechnical and electrical services, respectively. Copies of subconsultant proposals are included herein. Subconsultant costs will be billed at actual cost plus 10%.

Estimated reimbursable costs are shown in the compensation table below as allowances. Periodic billings will be billed at actual cost plus 10%. Specific project design elements have not been determined; therefore, scope changes may be required as design progresses. Contingency funds have been identified in Phase 9. If changes in scope are required, the Owner will be notified of potential changes and advised if a contingency release (CR) is required and the estimated cost of the CR.

PHASE 9 – CONTINGENCIES

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

This scope of services excludes all items not specifically described herein. Construction phase services are not included. A subsequent scope and fee estimate, and Task Authorization request will be submitted following bid and project award.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project (15 months)*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*90 days*	*Notice to proceed*
Phase 3 – Preliminary/Conceptual Design	*90 days (Pump selection will be finalized upon the selection of force main route)*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*150 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*30 days*	*60% review meeting*
Task 3 – 100% Design	*15 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	
Phase 7 – Funding Assistance	*Throughout Project*	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$78,843.00*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$21,946.00*	*Lump Sum*
Phase 3 – Preliminary Design	*$170,922.00*	*Lump Sum*
Phase 4 – Project Design	*$371,120.00*	
Phase 5 – Permitting Assistance	*$29,522.00*	*Lump Sum*
Phase 6 – Bidding Assistance	*$19,960.00*	*Lump Sum*
Phase 7 – Funding Assistance	*$24,324.00*	
Subtotal	***$716,637.00***	
Phase 8 – Subconsultants/Reimbursables	*$187,492.25*	*Actual cost plus 10% administrative markup*
Phase 9 – Contingency at 10%	*$71,663.70*	*Time & Expense*
TOTAL	***$975,792.95***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF DAYTONA BEACH SHORES	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	_____
Name:	_____	Name:	Brad Blais, PE
Title:	_____	Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:	_____	Date	May 27, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

Subconsultant's Proposals

SSMC™
SUE • SURVEY • GIS

April 25, 2025

VIA EMAIL: Meifa.Chen@meadhunt.com

Mr. Meifa Chen | Project Manager
Mead & Hunt, Inc.
2203 North Lois Avenue
Suite 225
Tampa, Florida 33607

RE: City of Daytona Beach Shores–MPS and 11 Lift Stations
Lift Station Sites LS01-LS11 and the Master Pump Station
Daytona Beach Shores, Florida 32118
Sections 16, 21, 22, 27, 34 and 35, Township 15 South, Range 33 East, Volusia County, Florida

Dear Mr. Chen,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project.

SCOPE OF WORK:
Provide Surveying and Subsurface Utility Engineering Services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

STAGE IV (B) – Subsurface Utility Designation and Topographic Survey – Master Pump Station and Lift Stations (11)
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, and/or this firm at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
4. Show Apparent Right of Way lines and Property lines based on existing monumentation for each Lift Station.
5. Locate trees 8" and up as measured at breast height (dBH).
6. Topographic coverage will be limited to a 25-foot radius around each Lift Station Site.
7. "Mead & Hunt – Survey / CAD Requirements" will be considered; see **Exhibit "C".**

DELIVERABLE
The final product will be **three (3)** certified prints, a digital (DWG) file, and a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in **Exhibit "A".**

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

UTILITY TERMS AND CONDITIONS

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mead & Hunt will make available all plans and utility records that have been obtained for this site. However, the information provided by Client Name is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Client Name if there are any patently or reasonably identifiable defects in the documents.

Mead & Hunt is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

PROJECT TIMELINE

We anticipate the completion of the Stage IV (B) work within **twenty-four (24) weeks** after receipt of a written notice to proceed if this scope is released at the same time as the other stages. If released independently, we anticipate the completion of the Stage IV (B) work withing **six (6) weeks**. Other timelines will be determined after the final route is determined.

Mr. Meifa Chen | Project Manager
City of Daytona Beach Shores – MPS and Lift Stations
April 25, 2025

EXPENSES AND FEES
Our fee for this project will be as follows:

STAGE IV (B) –Subsurface Utility Designation and Topographic Survey – Master Pump Station and 11 Lift Stations

Subsurface Utility Designation:		**$ 16,324.00**
Twelve (12) Topographic Surveys:		**$ 26,623.50**
	STAGE IV (B) Total:	**$ 42,947.50**

Payment Terms:
Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex D. Jenkins, CST IV
Project Manager
ADJ:ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

ACCEPTED BY:

_____ / _____ _____ _____

Principal / or Corporate Officer **TITLE** **Printed Name** **Date**

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Labor Code	Category	Day	Night /Weekend
102	Professional Surveyor & Mapper/PSM	$ 199.00 / per hour	
103	Project Surveyor	$ 177.00 / per hour	
121	Expert Witness	$ 360.00 / per hour	
111	Senior Technician	$ 133.00 / per hour	
113	CAD Technician	$ 118.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
131	One-Person Field Crew	$ 133.00 / per hour	
132	Two-Person Field Crew	$ 178.00 / per hour	$ 267.00 / per hour
133	Three-Person Field Crew	$ 233.00 / per hour	$ 350.00 / per hour
134	Four-Person Field Crew	$ 289.00 / per hour	$ 433.00 / per hour
N/A	Sketch of Descriptions (per SD)	$ 676.00	
N/A	Residential Elevation Certificate	$ 925.00	
N/A	Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
N/A	Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
N/A	Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
N/A	Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Labor Code	Category	Day	Night /Weekend
411	LiDAR Technician	$ 133.00 / per hour	
403	LiDAR Project Manager	$ 177.00 / per hour	
431	LiDAR One-Person Field Crew	$ 155.00 / per hour	
432	LiDAR Two-Person Field Crew	$ 204.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
451	UAS/UAV Photogrammetry Crew	$ 268.00 / per hour	
441	Mobile Scan Crew	$ 268.00 / per hour	

Construction Services

Labor Code	Category	Day	Night /Weekend
301	Construction Professional Surveyor & Mapper	$ 203.00 / per hour	
302	Construction Project Manager	$ 203.00 / per hour	
311	Construction Senior Technician	$ 153.00 / per hour	
313	Construction CAD Technician	$ 136.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
331	Construction One-Person Field Crew	$ 153.00 / per hour	
332	Construction Two-Person Field Crew	$ 204.00 / per hour	$ 306.00 / per hour
333	Construction Three-Person Field Crew	$ 268.00 / per hour	$ 402.00 / per hour
334	Construction Four-Person Field Crew	$ 332.00 / per hour	$ 498.00 / per hour

GIS Services

Labor Code	Category	Day	Night /Weekend
501	Professional Engineer	$ 213.00 / per hour	
514	GIS Project Manager	$ 177.00 / per hour	
511	GIS Analyst	$ 119.00 / per hour	
512	GIS Technician	$ 79.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
532	Two-Person GIS Crew	$ 178.00 / per hour	
531	One-Person GIS Crew	$ 133.00 / per hour	

Subsurface Utility Engineering (SUE) Services

Labor Code	Category	Day	Night /Weekend
203	Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
212	Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
231	One-Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
232	Two-Person Crew	$ 216.00 / per hour	$ 324.00 / per hour
233	Three-Person Crew	$ 301.00 / per hour	$ 451.00 / per hour
211	One-Person Concrete Radar Mapping/Imaging	$ 217.00 / per hour	$ 336.00 / per hour
	Vacuum Excavation (Per Test Hole)		
N/A	1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
N/A	1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
N/A	4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
N/A	4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
	Temporary Traffic Control (TTC)		
N/A	Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
N/A	Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
N/A	Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
	Mast Arms (Per Location)		
N/A	Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
N/A	Concrete/Asphalt Removal & Repair	$ 436.00	
N/A	Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Labor Code	Category	Day	Night /Weekend
	Per Diem/Lodging Expenses		
N/A	Per Day Two Person Crew	$ 395.00	
N/A	Per Day Three Person Crew	$ 595.00	

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EXHIBIT "C"

Mead & Hunt

Mead & Hunt – Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the apparent right-of-way lines (if route survey) and property lines (if site survey) and locate all improvements including elevations within the apparent right-of-way or property lines, and 10' beyond the apparent right-of-way/property lines, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. The survey drawing file (.dwg) shall be delivered in the appropriate coordinate system. Establish apparent right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show at least 50' of each intersecting side street right-of-way with improvements.

Indicate a survey baseline with stations on drawings including location and direction of baseline related to state plane reference points. Baseline to be coordinated with Mead & Hunt prior to beginning field work. Survey baselines shall be center of right-of-way, center of roadway, right-of-way, etc. When survey alignment is along an FDOT roadway use the established FDOT stationing convention. Surveys adjacent to coastal areas shall include the Coastal Construction Control Line.

Additional information required: All visible above ground fixed improvements to include, but not limited to, pavement, edge of pavement or curb (size & type), parking lots, sidewalks, concrete pads, utility poles, communication boxes, manholes, utility valve boxes, hydrants, storm drainage structures, shorelines, ditches (top, bottom and centerline), walls, fences, trees with type and size (per local code), shrubs, buildings/structures, driveways (and type - concrete, asphalt, dirt, gravel, shell, etc.), signs, mailboxes, water meters/boxes, sewer cleanouts, etc.

For route surveys: Show lot/block and parcel numbers and subdivision names with plat book and page number when applicable. Show approximate lot/property lines based on best available information (i.e., property corners and/or plats). Show addresses of properties along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and more frequently at any sudden change of grade. The topographical information shall be sufficient to generate a surface in Civil 3D. Typically, additional spot elevations shall be shown at street intersections (P.C., P.T., mid-radius) and at driveways. Cross section shall show centerline and edge of pavement elevations, sidewalk elevations and tops and bottoms of any swales or ditches.

Show elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Pipes shall be drawn at correct elevation within the survey drawing file (.dwg), and include callouts for pipe size, material, etc. every 200' along alignment. Provide invert of next upstream/downstream structure that falls outside survey limit (top slab, bottom, inverts, surrounding grade). Show existing surface water/stormwater water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall request a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require footprint of structure front and floor slab elevations. Surveys performed for new/replacement water or reclaimed water mains require location of existing meters/service boxes and elevation of top of valve nuts.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

Survey shall be certified to Mead & Hunt, Inc. and the project client/owner.

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file.
- Electronic Copy – Surveyor shall deliver drawing file (.dwg). File(s) shall be in Civil 3D 2018 or later format. E-transmit function shall be used to compile electronic files for transmittal.
- Electronic Copy Signed & Sealed – A noneditable electronic version pdf with an image of the seal and electronic signature in accordance with F.A.C. 5J-17.062.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these files as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

Multi-part or amended surveys shall use continuing point number series, to avoid conflicts or duplicate point numbers with other portions of the survey when they are combined into one working file.

Layering shall be in accordance with the Mead & Hunt survey template. If additional layers are created, a descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate or numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. **All entities in the drawing shall be "color and line type by layer".**

Text size shall be no larger than 10-point font (except street names, title block, etc.). Other text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt.

Surveyor shall deliver revised files as needed per Mead & Hunt's review and comment.

GENERAL:

All survey work shall be performed in accordance with Standards of Practice for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C. pursuant to Section 472.027, Florida Statutes.

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 13, 2025
Proposal File No. 2523-036
Revised April 28, 2025

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Meifa Chen, PhD, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Daytona Beach Shores Lift Station Improvements
Daytona Beach Shores, Florida

Dear Mr. Chen:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Chen, the project includes the installation of lift station improvements within the City of Daytona Beach Shores. A description of the proposed lift station improvements is presented below.

Existing sewer Lift Station Nos. 1. 2, 3, and 6; and the Master Lift Station will all be upgraded with new wet well structures. We have assumed that the new wet well structures will be installed using conventional braced excavations and that the structures will not extend deeper than 35 feet below existing ground surface for the Master Lift Station and 25 feet for the other four lift stations.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed wet well structures. In addition, we will provide site preparation recommendations for the wet well structures and provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Lift Station Locations (Nos. 1, 2, 3, and 6)	4 SPT	30
Lift Station Location (Master Lift Station)	1 SPT	40

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The SPT borings will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to a depth of 10 feet below existing ground surface, and at 5-foot intervals to the boring termination depth.

Each sample will be removed from the sampler in the field and then examined and visually classified by our field personnel. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation recommendations for the wet well structures. Our recommendations for the wet well structures, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The cost to complete the above scope of services will not exceed **$9,683.00** without prior approval from the client. This project cost is in accordance with the quantities and unit rates presented in the attached Cost Estimate.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

Jason P. Manning, P.E.
Branch Manager

Attachment: Cost Estimate

ARDAMAN & ASSOCIATES, INC.

Geotechnical, Environmental and Materials Consultants

COST ESTIMATE - LIFT STATIONS

JOB NO:	2523-036_REV1		
JOB NAME:	Lift Stations		
ENGINEER:	JPM	DATE:	04/28/25
CHECKED:		DATE:	
SHEET:	1 of 1		

ENGINEERING SERVICES

	Quantity	Units	Rate	Subtotal
Senior Project Engineer	2	Hour	$ 175.00	$ 350.00
Assistant Project Engineer	14	Hour	$ 130.00	$ 1,820.00
CADD Draftsperson	4	Hour	$ 78.00	$ 312.00
Technical Typist	1.5	Hour	$ 67.00	$ 100.50
			Engineering Services Subtotal	**$ 2,582.50**

FIELD SERVICES

	Quantity	Units	Rate	Subtotal
Senior Field Technician (layout and recon.)	4.5	Hour	$ 85.00	$ 382.50
Mobilization/Demobilization of Drilling Equipment	1	Project	$ 600.00	$ 600.00
Drilling Daily Cost (SPT Borings)	2	Days	$ 2,800.00	$ 5,600.00
Field Technician (hand augers)	0	Hour	$ 72.00	$ -
Materials	1	Project	$ 80.00	$ 80.00
			Field Services Subtotal	**$ 6,662.50**

LABORATORY SERVICES

	Quantity	Units	Rate	Subtotal
Grain Size - Percent Fines	6	Test	$ 48.00	$ 288.00
Moisture Content	2	Test	$ 27.00	$ 54.00
Organic Content	2	Test	$ 48.00	$ 96.00
			Laboratory Services Subtotal	**$ 438.00**

GEOTECHNICAL SERVICES TOTAL $ 9,683.00

Revised March 10, 2025
March 10, 2025

Meifa Chen, PhD, PE
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127
Delivered via email: Meifa.Chen@meadhunt.com

Re: Daytona Beach Shores Lift Stations
Professional Engineering Services Proposal

Dear Meifa:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above-mentioned project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of electrical design for lift stations 1 through **11** and Main Lift Station including SCADA signals through cellular signals per email dated March 2025 & subsequent site visit on March 6, 2025. TLC's proposal is based on information provided in your email of March 4, 2025.

More specifically, according to Brad Blais email, a cellular modem in the control panels for telemetry at all those stations where new control panels are required and provide supplemental RTU panels at the others. The standalone RTU panels will also have cellular modems for telemetry.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

a. Electrical Engineering

TLC anticipates submittals at the following design stages:

- **30%Construction Documents**
- **60%Construction Documents**
- **90%Construction Documents**
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Mead & Hunt** or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings via conference calls are included in TLC's proposed work scope.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. Contractor submittal review during construction period.
5. A total of twelve (12) site visits to become generally familiar with the progress and quality of the construction work to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED TO TLC

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Mead & Hunt,** shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

	Design Fee	Bidding	CA Phase	Total
LS#1	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#2	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#3	$6,000.00	$1,200.00	$2,800.00	$10,000.00
LS#4	$6,000.00	$1,200.00	$2,800.00	$10,000.00
LS#5	$8,000.00	$1,200.00	$2,800.00	$12,000.00
LS#6	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#7	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#8	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#9	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#10	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#11	$4,000.00	$1,200.00	$1,800.00	$ 7,000.00
LS#MPS	$8,000.00	$1,200.00	$2,800.00	$12,000.00
Total	**$60,000.00**	**$14,400.00**	**$25,600.00**	**$100,000.00**

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon the percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from the client.

If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.

Moncef M. Hadiji, PE, RCDD, LEED AP BD+C, GGP
Principal

Justin P. Mulhollan, PE, LEED AP BD+C, CEM, GGP, WELL AP
Principal / Regional Director

Mead & Hunt

By: _____

_____

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED TO TLC
Professional Engineering Services Proposal

1. Copy of Owner Agreement.

2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).

3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.

4. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.

ATTACHMENT B

ADDITIONAL SERVICES
Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or civil engineer, in excess of site visits per discipline as defined in our proposal.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Extensive phasing of project including development of multiple permitting packages.
5. Electrical Circuit Breaker Coordination Study.
6. Civil engineering, landscape design, and irrigation design services.
7. Development of "as-built" or record drawings.
8. Detailed cost estimating services.

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

Energy and Water Estimates: Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the CLIENT and TLC shall be submitted to non-binding mediation. The CLIENT and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments: All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of these services.

Indemnification: The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications: TLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TLC cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents: All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the CLIENT or any of the CLIENT's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by TLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays: TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond TLC's reasonable control occur, the CLIENT agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.

ATTACHMENT D
FLORIDA SPECIFIC CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

PERSUANT TO FLORIDA STATUTE 558.0035, THIS AGREEMENT IS MADE WITH TLC ENGINEERING SOLUTIONS AND NOT A SPECIFIC INDIVIDUAL EMPLOYEE OF TLC ENGINEERING SOLUTIONS. INDIVIDUAL EMPLOYEES AND FORMER EMPLOYEES, OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

TLC ENGINEERING SOLUTIONS MAINTAINS PROFESSIONAL LIABILITY INSURANCE FOR TLC.

TLC Standard Hourly Rates

Professional Engineering Services Proposal

BILLING FACTOR	DESIGNATION	TLC Standard Non-Metro BILLING RATES As of June 2023
6	Director	$ 240
5	Senior Engineer, Manager	200
4	Project Engineer, Manager	170
3	Engineer, Specialist	140
2	Graduate Engineer, Designer, Administrative Secretary	110
1	Technician, Secretary, Intern, Clerical	85

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

Rev. 8/1/2023

Mead & Hunt

May 27, 2025

Mr. Stewart Cruz
Community Service Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Email: scruz@cityofdbs.org
Hard Copy Mailed Only on Request

Subject: City of Daytona Beach Shores Sewage Collection and Resiliency Upgrades
Scope for Sewer Improvements and Retrofit North of Dunlawton Ave

Dear Stewart,

We are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes development of bid package and bidding assistance.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Vice President

Senior Project Manager

BB/MC; MC

Enclosures: Exhibit A – Scope of Services and Fee Estimate

cc: Kris Samples, PE

EXHIBIT A
CITY OF DAYTONA BEACH SHORES
SCOPE OF SERVICES
FOR
SEWER IMPROVEMENTS AND RETROFIT NORTH OF DUNLAWTON AVE

This Scope of Services is in conformance with the Contract Agreement for Engineering Services for Sewage Collection and Resiliency Upgrades, issued per RFQ #2025-02, dated December 13, 2024, between the City of Daytona Beach Shores (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) dated_____and is referred to hereinafter as the Contract.

GENERAL
In the Manhole Assessment Report dated June 2024, MEAD & HUNT identified 308 manholes having certain degrees of defects. The 308 manholes are grouped by priority of repair. Eight (8) manholes are in the Priority 1 group, needing immediate repair. 176 manholes are in the Priority 2 group showing significant defects that will soon reach Priority 1 group status if repair/rehabilitation is not performed in the near future. 124 manholes are in the Priority 3 group showing noticeable defects but do not require immediate attention. The City has obtained a Transform386 grant to retrofit the Priority 1 and 2 manholes; some Priority 3 manholes may also be included for repair pending available funding. This funding also includes lining and rehabilitation of some of the City's gravity sewers if funds allow.

This project encompasses the following phases:

- Phase 1 – Project Management
- Phase 2 – Bid Document Preparation
- Phase 3 – Bidding Support

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting
MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12-month project duration. The PM will manage the development of project work and subconsultant efforts.

Coordination with Volusia County

Because the identified manhole and pipe rehabilitation will be fully funded by Transform386 grant, Volusia County (COUNTY) will be actively involved in this project. With the OWNER's permission, MEAD & HUNT will coordinate with the COUNTY and provide information about the project, when needed.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – BID SET DEVELOPMENT

MEAD & HUNT will prepare construction plans and technical specifications to assist with preparation of a Request for Proposal (RFP) and/or Invitation to Bid (ITB) documentation to generate an On-Call Services Contract, which will pre-qualify contractors to perform the necessary repair and rehabilitation improvements throughout the OWNER's collection and conveyance system.

The construction plans will include the following:

- GIS maps showing the locations of the manholes requiring repair, their priorities for repair and photos of their defects
- Standard manhole details, to be adopted from City of Port Orange's standard manhole details for modification and approval by the OWNER
- Pipelining details

The specifications will cover the following:

- Manhole repair
- Pipelining
- Sewer CCTV inspection

Deliverables

- Plans (Repair and Rehabilitation Typical Details) and Technical Specifications Review/Revisions

PHASE 3 – BIDDING ASSISTANCE

The COUNTY and the OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with the COUNTY/OWNER purchasing and contract policies (Division 0 and 1). The

COUNTY/OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, pre-bid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize COUNTY/OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit to the COUNTY/OWNER's finance/purchasing/clerk for review. Upon receipt of the COUNTY/OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents. MEAD & HUNT will assemble the Project Manual and submit it with the Construction Plans (denoted as Bid Set) in electronic format to the COUNTY/OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The COUNTY/OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the COUNTY/OWNER with a draft addendum for review. This scope of services assumes four (4) addenda will be completed. The COUNTY/OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the COUNTY/OWNER's facility. The COUNTY/OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the COUNTY/OWNER, MEAD & HUNT will review up to six (6) bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the COUNTY/OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Assistance

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 4 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as mileage, reproductions, postage, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Construction Phase Services

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*Throughout Project*	
Kick-off Coordination	15 days	*Receipt of notice to proceed*
Phase 2 – Bid Document Preparation	*90 days*	*Notice to proceed*
Phase 3 – Bidding Assistance	*To be coordinated with COUNTY/OWNER*	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is **$77,391.60**. The Contingency Funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown and the attached estimated labor breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$19,541.00	*Lump Sum*
Phase 2 – Bid Document Preparation	*$30,464.00*	*Lump Sum*
Phase 3 – Bidding Assistance	*$18,351.00*	*Lump Sum*
Subtotal	**$68,356.00**	
Phase 4 – Reimbursables	$2,200	*Actual cost plus 10% administrative markup*
Phase 5 – Contingency at 10%	$6,835.60	*Time & Expense*
TOTAL	**$77,391.60**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF DAYTONA BEACH SHORES	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	
Name:	_____	Name:	Brad Blais, PE
Title:	_____	Title:	Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:	_____	Date	05/27/2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118, City Clerk, Cheri Schwab 386-763-5364.

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-08 HMGP Application Approval

SYNOPSIS:

The Hazard Mitigation Grant Program is administered by FEMA and supports governments in implementing projects that reduce the risk of future disasters. This funding is available after a presidentially declared disaster. The current funding the city is applying for is due to Hurricane Milton. Volusia County has been allotted $43.5 million in funding for projects. Projects are funded 75/25 with the city having a 25% match.

The city is applying for HMGP funding for the sewer improvements and retrofit north of Dunlawton sewer project. The city has also applied for other funding for this project in anticipation of the project getting fully funded.

This project consists of upgrades of: 350 manholes and 14.9 miles of gravity sewer lines ranging from 8” to 15”. The project is to protect sewer infrastructure against coastal flooding; flooding from hurricane wind-driven rain and flooding from rain events that prevent the system from operating.

The city has had all sewer infrastructure assessed and GIS mapped. It was determined that 70 of the 350 manholes and 68,400’ of the 72,000 feet of sewer line require repairs/upgrades. Manholes will be raised or relocated to protect against flooding events.

The city has been approved for $1.9 million from Volusia County from Transform386 for this project and is applying for an HMGP grant for $3.471 million.

FISCAL IMPACT STATEMENT:

No fiscal impact for current year budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

To approve Resolution 2025-08 as presented.

SUGGESTED MOTION:

To approve Resolution 2025-08 as presented.

ATTACHMENT:
1. Resolution 2025_08 HMGP Application Approval
2. Initiatives - Proposal Form 2025 Daytona Beach Shores

RESOLUTION 2025-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, APPROVING SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE PURPOSE OF SEWER IMPROVEMENTS AND RETROFIT NORTH OF DUNLAWTON; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR SAID APPLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Volusia County Local Mitigation Strategy Plan is a multi-jurisdictional hazard mitigation plan which includes the City of Daytona Beach Shores; and

WHEREAS, the Volusia County LMS Plan is updated every 5 years; and

WHEREAS, the city experienced three hurricanes within two years, Ian, Nicole, and Milton causing county-wide flooding: pluvial flooding from overwhelmed drainage systems, and coastal flooding from tidal action; and

WHEREAS, the City desires to make an application through the Florida Division of Emergency Management (FDEM) to the Federal Emergency Management Agency (FEMA) for grant funding from the Hazard Mitigation Grant Program in the amount of $3,471,000 said amount being 75% of the $4,628,000 being asked for of an estimated $5,378,000 project; and

WHEREAS, the City recognizes this grant from HMGP is based on a cost share basis with the federal cost share not to exceed $3,471,000 of the estimated total project costs and that a minimum 25% non-federal cost share will be required; and

WHERAS, the City is going to utilize funding approved through a Community Development

Block Grant Disaster Recovery (CDBG-DR) grant totaling $1,907,000 as the 25% non-federal match.

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

SECTION ONE: The City Commission of the City of Daytona Beach Shores, Florida, herby approves and authorizes the submission of the Hazard Mitigation Grant Project Application for sewer improvements and retrofit north of Dunlawton.

SECTION TWO: The City Manager is hereby authorized to execute all necessary documents for the completion and forwarding of the project application to FDEM.

SECTION THREE: This resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

_____
VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this _____day of _____, 2025.

INITIATIVE NUMBER VOL-_0695_____ SCORE __33___

VOLUSIA COUNTY LOCAL MITIGATION STRATEGY INITIATIVE PROPOSAL FORM

Date Submitted: 3/12/2025
Original on 03/07/2024
Originally submitted under Idalia

Jurisdiction Name:	City of Daytona Beach Shores
Agency Submitting Initiative:	Sewer Improvements and Retrofit North of Dunlawton Ave.
Contact Person:	Lory Irwin
Email Address:	lirwin@cityofdbs.org
Phone Number:	386-763-5328

Is this initiative new or a revision of an earlier initiative?	☐ New	x Revision
Request to remove an initiative from the Volusia County LMS?	☐ Yes	x No

Project Estimated Cost: __Revised Cost $5,378,000; Original Cost $4,628,000__

Initiative Title:	Sewer Improvements and Retrofit North of Dunlawton Ave.
Initiative Parcel Number:	City-wide
Description:	This project consists of upgrades and/or relocation of: 350 manholes and 14.9 miles of gravity Sewer lines ranging from 8" to 15". The project is to protect sewer infrastructure against
	Coastal flooding, flooding from hurricane wind-driven rain and flooding from rain events that Prevent the system from operating. The city has had all sewer infrastructure assessed and
	GIS mapped. It was determined that 70 of the 350 manholes and 68,400' of the 72,000 feet of sewer line require repairs/upgrades. Manholes will be raised or relocated to protect against
	The above mentioned flooding events.
	The city has been approved for $1.9 million from Volusia County from Transform386 for this project.
	A BCR was completed by GrantWorks with a value of 4.52.
	The city is asking for $3.471 million.

Hazard and Category Identification *Identify the hazards intended to be addressed by this initiative, as well as the mitigation category by checking all applicable boxes below.*	
Hazard	**Category**
☐ All Hazard ☐ Fire X Flood X Surge ☐ Wind	X Prevention X Property Protection X Structural ☐ Non - Structural ☐ Emergency Services ☐ Public Education

Priority Ranking *Review each of the prioritization criteria categories and scoring values below. Assign a value from the drop down box based upon the level to which the initiative meets the criteria.*	
Criteria	**Scoring Value**
Population Benefitted	4 - Project will benefit a multi-jurisdictional area.
Health and Safety Considerations	4 - Project would benefit 75% or more of the population.
Environmental Impacts	1 - Project improves the environment.
Consistency with other Plans and Programs	2 - Project is incorporated into at least one of these plans.
Reduces Risk of Future Property Damage	4 - Mitigates a hazard of high frequency or risk.
Supports Essential or Critical Services	5 - Project will ensure continuity of operations for essential infrastructure or services.
Probability of Receiving Funding for Implementation	*3 - Potential funding sources are other state or federal grants or similar funding sources.*
Feasibility of Implementation	*3 - Project would be easy to implement in three years.*
Community Rating System	*2 - Project supports two CRS elements.*
Repetitive Loss Mitigation	0 - Project does not protect a RL structure.
Benefit Cost Ratio	5 - Project has a Benefit Cost Ratio (BCR) of "1" or higher, using FEMA approved software.
Total Score	33 Project has a BCR of 4.52

Funding Category *Select the most appropriate category of funding for the proposal from the list below.*		
☐ Agricultural assistance	☐ General funding sources	X Retrofit public/historic structures
☐ Alternative power	X Infrastructure systems	☐ Rivers/streams – restoration/preservation
☐ Codes/ordinances	☐ New public buildings	☐ Stafford Act (HMGP)
☐ Communications	☐ Parks/preservation	☐ Stormwater/flood control structures
☐ Dune restoration – erosion control	☐ Plans and procedures	☐ Training – emergency services
☐ Emergency equipment	☐ Public education	☐ Wetlands development and restoration
This section to be completed by administrator		
Has this project been approved by the steering committee?		☐ Yes ☐ No
If yes, date accepted: Click here to enter a date.		

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Nancy Maddox, Recreation Director
PREPARED BY: Nancy Maddox, Recreation Director
SUBJECT: Economic Development Lease Subsidy Grant Application - Luna's Cocina LLC.

SYNOPSIS:

The applicant, Luna's Cocina, LLC., submitted a grant application in May 2025 to the Economic Development Committee requesting a new business lease subsidy grant. The restaurant hours are Sunday - Thursday 7 AM - 10PM and Friday and Saturday 7 AM - 11 PM. It is located at 2516 S. Atlantic Avenue, Daytona Beach Shores. They have invested over $50,000 in renovations to the rented space to provide residents and visitors with a place to enjoy good food. The restaurant employs 15 FTEs and 2 part-time employees.

The Economic Development Committee met on May 27, 2025, with the owner of Luna's Cocina, LLC., and is recommending the approval of the lease subsidy grant. Staff has provided two options for the City Commission to consider and approve. The first grant money disbursement calculation is the standard 30% of the base rent for 10 months totaling $20,000 and the second calculation is 15% for 19 months for a total of $20,000.

Attached are the grant application, business plan, executed lease, grant money disbursement calculations, and proposed grant agreements between the City and the applicant.

FISCAL IMPACT STATEMENT:

No fiscal impact as this was included in the budget.

BACKGROUND:

In July 2019, the Daytona Beach Shores City Commission approved Ordinance 2019-06, which relates to Economic Development within City limits. The ordinance, among other things, created an "Economic Development Lease Subsidy Program," which provides grants to subsidize leases for new businesses over a three (3) year period.
The lease subsidy is up to 30%, 20%, and 10% of the lease rent for the first, second and third years, respectively, providing the total amount disbursed by the City does not exceed $20,000.

LEGAL REVIEW:

RECOMMENDATION:

The Economic Development Committee met on May 27, 2025, and the committee's recommendation is to award Luna's Cocina, LLC. the Lease Subsidy Grant at 15% for 19 months for a total of $20,000.

SUGGESTED MOTION:

1. "I move to approve the grant application and agreement as presented."
OR
2. "I move to deny the grant application and agreement on the basis of....."

ATTACHMENT:

1. Luna's Cocina LLC lease subsidy grant application, business plan and lease
2. Lease repayment - Luna's Cocina, LLC 15%
3. Lease repayment - Luna's Cocina, LLC 30%
4. Lease Subsidy Grant Agreement Luna's Cocina 15%
5. Lease Subsidy Grant Agreement Luna's Cocina

DAYTONA BEACH SHORES
ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED: **REFERENCE:**

(Please Print)

APPLICANT NAME: Luna's Cocina LLC
CONTACT PERSON (if an entity): William Rosales
ADDRESS: 2516 S. Atlantic Ave. DB Shores
CITY: DB Shores STATE: FL ZIP: 32118
TELEPHONE: 386-333-9955 FAX:
EMAIL ADDRESS:
Lunas restaurant 386@gmail.com
APPLICANT BUSINESS STRUCTURE:
(Please check all that apply)

☐ Sole proprietorship/individual ☐ Corporation
☒ Limited Liability Company ☐ Other

GRANT TYPE:

Lease Subsidy
☒ New Business (Lease Subsidy)

PROJECT SITE INFORMATION:
Address: 2516 S. Atlantic Ave
City: DB shores State: FL Zip: 32118
Tax Parcel ID:
5322010000282

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value $ 784,955 Year: 2025

Maximum New Investment Value $

Certified by a licensed Florida Engineer or Architect $

PROJECT DESCRIPTION:

New Restaurant offering full service Bar and all day Breakfast lunch + Dinner to the Beachside residents, + neighboring towns.

PROJECT BENEFITS TO THE CITY:

Bringing new tourists + other locals to invest in us, + other local establishments.

REQUIRED PROJECT CHECKLIST:

☑ Certification by Applicant

☑ Application Authorization

☑ Site plan, building plans, elevations and a detailed scope of work

☑ Business Plan and copy of executed lease agreement

☑ Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: William A Rosales DATE: 4/10/2025

PRINTED NAME: William A Rosales

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of April, 20 25 by William A Rosales, who is personally known to me, OR who has produced NY driver license as identification and did (did not) take an oath.
My commission expires: 12/9/2027

Printed Name: Lori A Kunsman
NOTARY PUBLIC

☑ Physical Presence
- OR -
☐ Online Notarization

LORI A. KUNSMAN
Notary Public
State of Florida
Comm# HH455403
Expires 12/9/2027

Property Leasor:
Daytona Ocean Retail LLC

Property Leasee:
Lunas Cocina LLC

Daytona Ocean Retail LLC gives William Rosales, Owner of Luna's Restaurant, permission to make any property improvements, that have been pre-approved by the property manager. Prior written notice of such improvements must be delivered in writing, and approved, prior to start date.

Property Manager:

JAi Motwani 4/9/25

Print Date

Sign

Leasee:

William Rosales 4/9/25

Print Date

Sign

AFFIDAVIT OF OWNERSHIP*

2506, 2510, 2514, 2516, 2518, 2522

PROPERTY ADDRESS: 2518 South Atlantic Ave Daytona Beach Florida 32118
TAX PARCEL ID:

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

NAME PRINTED
Patricia Soto

OWNER (Printed Name)
Jai Motwani

WITNESS #2 (Signature)

NAME PRINTED
Maria L Martinez

OWNER (Signature)

STATE OF FLORIDA

COUNTY OF VOLUSIA Brevard

The foregoing instrument was acknowledged before me this 17th day of March, 2025
by Jai Motwani, who is personally known to me, OR who has
produced Florida Drivers License as identification and did (did not) take an oath.

My commission expires:

April 10, 2027

TAMERA L. LICATO
NOTARY
My Comm. Expires
April 10, 2027
No. HH 343084
PUBLIC
STATE OF FLORIDA

Printed Name: Tamera Licato
NOTARY PUBLIC
Tamera L Licato

***NOTE: If more than one owner please provide additional affidavit of ownership for each owner.**

***NOTE: If more than one owner please provide additional affidavit of ownership for each owner.**

AUTHORIZATION TO APPLY

I, JAi Motwani, am the owner of the following described property:
PROPERTY ADDRESS: 2516 South Atlantic Ave. Daytona Beach Shores, FL 32118

I do hereby authorize the following named individual or entity to apply for an Economic Development grant and enter into an agreement with the City of Daytona Beach Shores.
AUTHORIZED REPRESENTATIVE: JAi Motwani
(IF APPLICABLE)

Daytona Ocean Retail LLC

PROPERTY OWNER (1) (Print Name) PROPERTY **OWNER (2)** (Printed Name)

2518 South Atlantic Ave.
DBS, FL 32118

PROPERTY OWNER (1) (Signature) **PROPERTY OWNER (2)** (Signature)

STATE OF FLORIDA

COUNTY OF ~~VOLUSIA~~ Brevard

The foregoing instrument was acknowledged before me this 2nd day of December, 2024 by JAi Motwani, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires: 2/22/2025

ARIELLE CREW
MY COMMISSION # HH 080126
EXPIRES: February 22, 2025
Bonded Thru Notary Public Underwriters

Printed Name: Arielle Crew
NOTARY PUBLIC

PROGRAM APPLICATION PROCESS

PROGRAM APPLICATION PROCESS

1. Applicant meets with staff to discuss economic development program and potential project eligibility.
2. Applicant submits a complete application for staff eligibility review.
3. Staff conducts eligibility review and prepares City Council report.
4. City Attorney drafts agreement for City Commission consideration.
5. City Council evaluates application, staff report and draft agreement and makes a final determination in approval of the grant and associated terms.

GRANT PAYMENTS ELIGIBILITY AND PROCESS

1. The applicant shall make a request in writing and provide firm evidence to the Community Engagement Director that all terms and conditions of the agreement approved by the City Council have been satisfied.

2. Upon review of the evidence provided and legal review, the Community Engagement Director shall provide a recommendation to the City Manager who shall determine whether the applicant has met all terms and conditions of the agreement to the satisfaction of the City.

For additional information, please contact:

Nancy H. Maddox
Community Engagement Director
City of Daytona Beach Shores, FL 32118
(386)763-7572
nmaddox@cityofdbs.org

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW

(See Ordinance Number 2019-06)

ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM:

This program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to the following: (a) expansion of existing tenancies; (b) new businesses within the City; (c) existing businesses which desire to relocate to a larger space in the City; and (d) businesses which extend a lease for a longer term of at least three (3) years.

LSP Program Benefits:

Over a three (3) year period in order to assist selected businesses to commence economic activity and remain a going concern, leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease. The total amount awarded under the lease subsidy program may not exceed $20,000.00.

LSP Program Requirements:

1. Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed use purpose (as set forth in a binding development agreement of development order) are eligible under the Program for lease subsidy assistance.
2. Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Commission.
3. Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
4. Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.
5. The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.
6. The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Commission, the City will then issue a letter approving the subsidy subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

7. Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.
8. The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

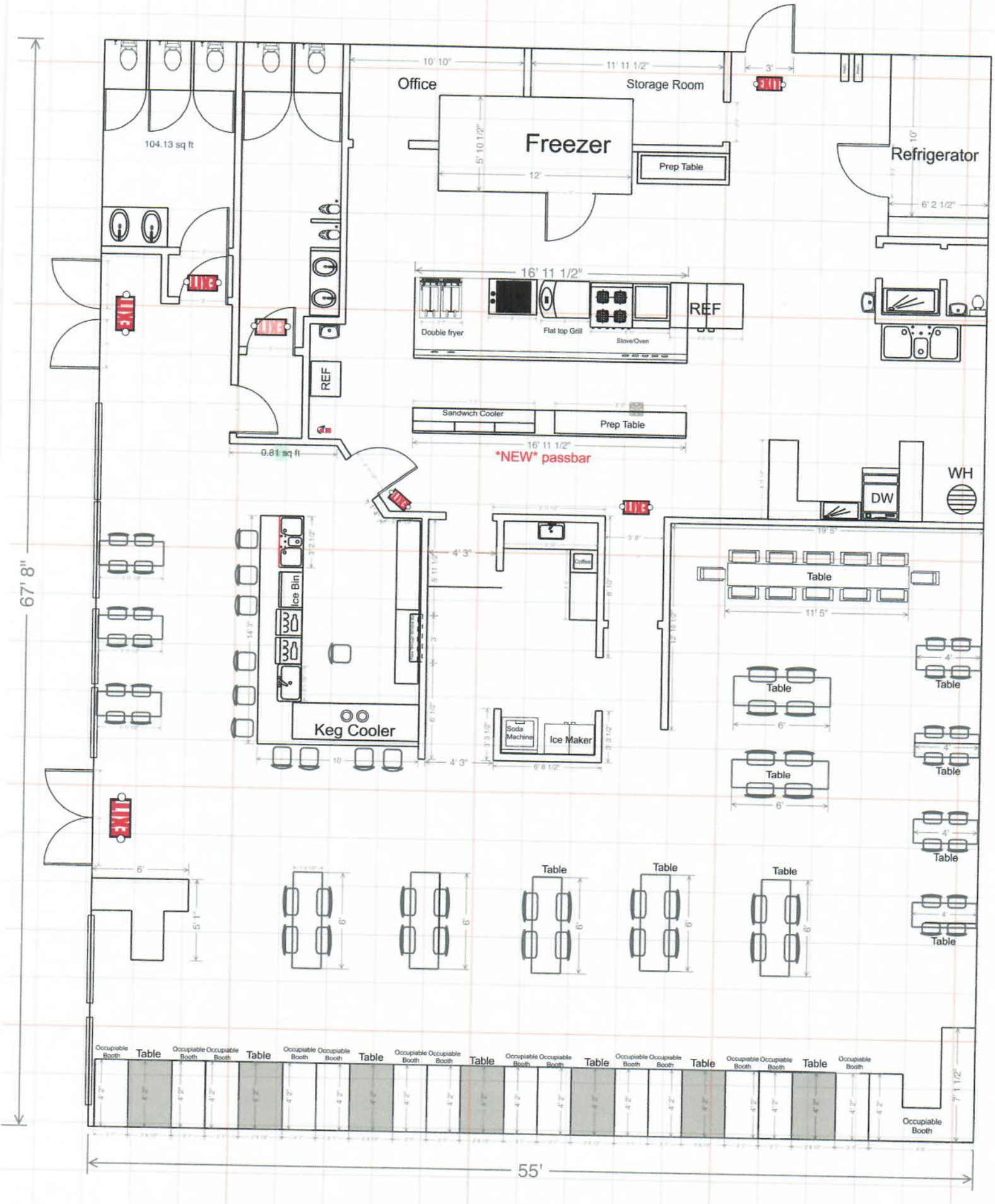
City Considerations (There Is No Entitlement To Approval):

1. Expansion of Existing Tenancies: As solely and exclusively determined by the City Commission based upon the economic development needs of the City as determined by the City Commission.
2. Existing Business Relocation: Relocation to a larger space will result in enhanced business operations or employment.
3. Lease Extension: (1) Lease is extended for a longer term of at least three (3) years; and (2) extension will result in enhanced business operations or employment.
4. All Types: (a) Number of new jobs created; (b) the desirability of the type of business for the City; and (c) capital investment to be made.

Additional City Considerations for LSP & (There Is No Entitlement To Approval):

The City Council shall evaluate applications based on such criteria as it deems appropriate and in the best interest of the City to include, but not be limited to, the following:

1. Businesses that due to their success will attract other businesses to the City.
2. Renovation and development projects that will spur additional development and private investment.
3. Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix.
4. Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City.
5. Renovation and development projects that will result in filling vacant retail space.
6. Renovation and development projects that will increase real property value(s).
7. Renovation and development projects that will increase employment opportunities within the City.
8. Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City.


Office
Storage Room
Freezer
Prep Table
Refrigerator
104.13 sq ft
16' 11 1/2"
Double fryer
Flat top Grill
Stove/Oven
REF
Sandwich Cooler
Prep Table
NEW passbar
0.81 sq ft
WH
DW
Ice Bin
Keg Cooler
Soda Machine
Ice Maker
Table
Occupiable Booth
67' 8"
55'

Business Plan: Luna's Restaurant

1. **Summary:**

Luna's Restaurant, named after the owner's first grandchild, is a family-owned and operated diner-style restaurant located in close proximity to the beach in Daytona Beach Shores, Florida. Leveraging the chef's 20 years of culinary experience and a significant personal investment, Luna's aims to become a beloved local establishment offering homestyle, home-cooked meals at affordable prices. The restaurant will serve breakfast, lunch, and dinner all day, capitalizing on its unbeatable location and the absence of direct dinner competitors within a two-mile radius. Luna's core mission is to provide delicious, comforting food in a welcoming atmosphere, supporting the owner's family while remaining accessible to the local community.

2. Company Description:

- **Business Name:** Luna's Restaurant Named After owners first grandchild.
- **Legal Structure:** Sole Proprietorship (initially, with potential for future LLC or S-Corp)
- **Location:** Across the street from the beach in beautiful Daytona beach shores
- **Mission Statement:** To serve our community with delicious, home-cooked meals at unbeatable prices, fostering a welcoming family atmosphere where everyone feels at home.
- **Vision Statement:** To become a cornerstone of the Daytona Beach Shores community, a go-to destination for locals seeking quality, affordable food and friendly service for generations to come.
- **Ownership:** William Rosales
- **Background:** Founded by William Rosales, a passionate and experienced chef with 20 years of experience in various kitchen environments. Driven by a desire to create a lasting legacy for his family and serve his community, he has invested his life savings into establishing Luna's Restaurant. The name "Luna's" is a tribute to his first grandchild, reflecting the family-centric values of the business.

3. Market Analysis:

- **Target Market:**
  - Local residents of Daytona Beach Shores and surrounding areas.
  - Beachgoers and tourists seeking affordable and convenient dining options in Daytona Beach Shores.
  - Families looking for casual, kid-friendly meals in Daytona Beach Shores.
  - Senior citizens seeking familiar and comforting food in Daytona Beach Shores.
  - Individuals seeking breakfast, lunch, or dinner at any time of day in Daytona Beach Shores.
- **Market Needs:** The Daytona Beach Shores area presents a demand for:
  - Affordable, high-quality home-cooked meals.
  - A relaxed and welcoming dining environment.
  - Convenient all-day breakfast, lunch, and dinner options.
  - A local, family-owned alternative to chain restaurants in Daytona Beach Shores.
- **Competition:**
  - **Breakfast & Lunch:** Existing breakfast cafes, fast-food restaurants, and other casual eateries in the general vicinity of Daytona Beach Shores.
  - **Dinner:** Limited direct competition within a two-mile radius provides a significant advantage in Daytona Beach Shores. Potential indirect competitors include restaurants with different cuisines or those located slightly further away in Daytona Beach or other neighboring areas.
- **Competitive Advantages of Luna's Restaurant:**
  - **Unbeatable Location:** Proximity to the beach ensures consistent tourist traffic,

particularly during peak seasons in Daytona Beach Shores.
    - **Experienced Chef:** 20 years of culinary expertise guarantees high-quality, delicious, and consistent food.
    - **Homestyle, Home-Cooked Menu:** Appeals to a broad audience seeking comfort food and a taste of home.
    - **Unbeatable Prices:** Commitment to affordability will attract price-sensitive customers and build a loyal local following in Daytona Beach Shores.
    - **All-Day Service:** Offering breakfast, lunch, and dinner throughout the day provides convenience and caters to varied schedules.
    - **Family-Owned and Operated:** Fosters a welcoming and personal atmosphere, building stronger customer relationships within the Daytona Beach Shores community. The name "Luna's Restaurant", named after his geandchild further emphasizes this family connection.
    - **No Direct Dinner Competition (within 2 miles):** Provides a significant opportunity to capture the local dinner market in Daytona Beach Shores.
- **Market Trends:**
    - Growing demand for locally sourced and prepared food.
    - Increasing preference for casual and comfortable dining experiences.
    - Continued popularity of breakfast and brunch options.
    - Value-conscious consumers seeking affordable dining choices, especially in tourist-heavy areas like Daytona Beach Shores.

4. Products and Services:

- **Menu:** A comprehensive menu featuring classic American diner fare with a focus on homestyle, home-cooked dishes.
    - **Breakfast (served all day):** Pancakes, waffles, French toast, omelets, breakfast sandwiches, biscuits and gravy, breakfast platters with eggs, bacon, sausage, , and potatoes.
    - **Lunch (served all day):** Classic sandwiches (BLT, grilled cheese, club), burgers, soups, salads, daily specials featuring comfort food favorites (e.g., meatloaf, pot roast, chicken fried steak).
    - **Dinner (served all day):** Hearty entrees such as grilled mahi, mashed potatoes and gravy, homeade meatloaf, fish and chips, and the lunch daily specials.
    - **Sides:** French fries, onion rings, coleslaw, seasonal vegetables.
    - **Desserts:** pies, milkshakes, ice cream sundaes, fried ice cream
    - **Beverages:** Coffee, tea, soda, juice, milk. And full liquor bar
- **Service Style:** Friendly, efficient, and attentive table service in a casual diner atmosphere. Potential for takeout and possibly delivery services in the future, catering to beachgoers and local residents in Daytona Beach Shores.
- **Atmosphere:** Clean, comfortable, and welcoming, with a family-friendly ambiance. Décor will likely reflect a classic diner style with personal touches related to the family and the restaurant's namesake, Luna.potentially incorporating a subtle beach theme appropriate for Daytona Beach Shores.

5. Marketing and Sales Strategy:

- **Branding:** Emphasize the family-owned aspect, the chef's experience, the homestyle cooking, and the affordable prices. Clearly communicate that "Luna's Restaurant" is named after grandchild, to highlight the personal and family-oriented nature of the business in Daytona Beach Shores.

COMMERCIAL LEASE

Triple Net Lease

THIS LEASE AGREEMENT ("Lease") is made and entered into this 3"' day of July,2024, in Volusia County, Florida, and by and between Landlord and Tenant as Specified in Items 1 and 2 of the Definitions appearing in Section 1.1 hereof. Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain Premises now existing in Landlord's Plaza as described in Item 3 of the Definitions appearing in Section 1 .1 hereof, and upon the terms, covenants, and conditions contained herein, together with the nonexclusive license to use the Common Areas subject to such rules and regulations as Landlord shall adopt.

ARTICLE 1

EXHIBITS, PREMISES, USE OF PREMISES, AND TERM

a. DEFINITIONS:

The following Items shall be defined or be referred to as indicated below for the purpose of this Lease and the Exhibits attached hereto:

Item 1 - Landlord: Daytona Ocean Retail LLC
Gianni's Plaza
2601 S Atlantic Ave
Daytona Beach Shores, FL 321 18

Item 2 - Tenant: Lunas Cocina LLC
2516 S Atlantic Ave
Daytona Beach Shores, FL 321 18

Federal ID Number#:

Item 3 - Plaza: The term "Plaza" means all that certain land and all buildings,

improvements, equipment, and facilities now or hereafter erected thereon known as GIANNI'S PLAZA, located in the city Daytona Beach Shores, County of Volusia, State of Florida.

Item 4 - Common Areas:

The term "Common Areas" means those areas, facilities, utilities,

improvements, equipment, and installations in the Plaza which are from time to time designated by Landlord for the nonexclusive benefits of Landlord and Tenants of the Plaza, their employees, agents, customers, licensees, and other invitees.

Item 5 - Premises Physical Address:

2516 S Atlantic Avenue, Daytona Beach Shores, FL 32118
Storeroom known as Units GHIJ

Item 6 - Use of the Premises: Restaurant

Item 7 - Lease Term: 5 years

Item 8 - Lease Commencement: September 1st, 2024

Lease Expiration Date: August 31st, 2029

Item 9 - Rent Commencement Date: September 1, 2024

Item 10 - Net Monthly Rent (Section 2.1): $ 6913.00

CAM $ 1728.00

Insurance $

Property Tax: $

Sales Tax 6% $

Total Monthly Rent ("BASE RENT")

Due the first day of each month: $ 6913.00

Item 11 - rent increases: to begin January 1, 2025

(a) January 1 of each calendar year (beginning 2025) Net Rent increases 3% plus CAM and Tenant's proportionate share of Real Property Taxes and Insurance.

(b) Rental increases will be negotiated should tenant elect the option below.

Item 12 - Monthly Paid Lease at execution:

First Month & Last month's rent Due September 1, 2024	$ 13,826.00
Security Deposit	$ 7,000.00
Total	$ 20,826.00

Payment of $ 25,000.00 to be made at signing of the agreement on July 1,2024.

Payment of $ 10,000.0 to be made after Air conditioner is operational.

Payment of $ 5,000.00 for walk-in cooler when operational.

Payment of $ 10,000.00 to be made for the Interior Paint when completed.

There will be No Refunds for the payments made to Gianni's Plaza.

No Kitchen equipment of any kind such as Coolers, Fryers or gas Grill, Cash Register and Camera System will not be provided.

Item 13 - Tenant's Participation in Common Area: 24.98%

Item 14 - Tenant's Participation in Real Property Taxes: 24.98%
& Insurance

Item 15 - Notices:

Tenant (address as described in item 2)

Landlord: (address as described in item 1)

Item 16 - Rental or Other Payments Via US Mail:

Daytona Ocean Retail LLC

Gianni's Plaza

2613 S Atlantic Ave

Daytona Beach Shores, FL 32118

Item 17 - Additional Terms: Provided Lessee is not in default hereunder; Lessee is granted 1 consecutive 5-year option to extend said Triple Net Lease. The option shall be exercised by notice from Lessee in writing to Lessor not less than sixty (60) days prior to the expiration of the then current Lease term. The rental amount shall increase from the current amount to a new negotiated amount that will also include Tenant's proportionate share of CAM, property taxes, and insurance as stated in Item 11.

1.2 PREMISES LEASED BY TENANT: The Premises Leased by Tenant are located in the Plaza set forth in item 3 of the definitions, which Premises are more particularly described in item 5 and 6 of the Definitions.

1.3 LEASE TERM:

The term of this Lease shall be for the period specified in item 7 of the Definitions, commencing and expiring as provided in Item 8 of the Definitions, unless sooner terminated or extended as hereafter provided. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, in addition to all increased rental payments as specified in this Lease and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants against Landlord in delivering possession of the Premises to each succeeding Tenant. If the Commencement date or the expiration date falls on any day other than the first of the month, Rent for the month of the commencement date or the month of the expiration date or both, as the case may require, shall be prorated such that Tenant shall pay rent for each month in an amount bearing the same ratio to a full Monthly Base Rent payment as the number of days during the month that Tenant is in occupancy of the Premises bears to the total number of days in such month.

1.4 ACCEPTANCE OF PREMISES:

Tenant acknowledges that it has fully inspected and accepted the Premises in "as is" condition. Any changes and/or improvements to the Premises will be made by the Tenant, at Tenant's expense, with express written approval by Landlord.

1.5 RENEWAL OPTION:

Tenant shall not be entitled to exercise the Option stated in Item 17 unless each of the following conditions shall be fully satisfied at the time of its exercise: (1) the Lease shall be in full force and effect; (2) the Tenant originally named in this Lease shall be in possession of the entire Premises; and (3) Tenant shall not then be in default under any of the material terms, provisions, covenants, or conditions of the Lease. In order to exercise the Option, Tenant must notify Landlord in writing, not less than sixty (60) days prior to the Expiration Date of the Lease Term that it intends to exercise the renewal option. If Tenant fails to timely exercise the Option as provided, Tenant shall be deemed to have waived its right to exercise the Option and to occupy the Premises beyond the original Term of the Lease.

1.6 TENANT'S WORK:

Upon delivery of possession of the Premises by Landlord, Tenant will proceed with due diligence, at its own expense, to perform all work and supply all installations and to fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor and wall coverings, exterior signs and special equipment and other items of construction and personal necessary for the completion of the Premises and the proper operation of the Tenant's business therein.

Prior to commencing any interior improvements within the Premises, Tenant must submit to Landlord leasehold and improvement plans detailing the build out to be performed within the Premises and such requested improvements shall be subject to Landlord's written approval. Tenant's work shall be performed with materials of good quality and in proper workmanlike manner and all items installed by Tenant shall be new. The approval by Landlord of such plans and specifications shall not constitute the assumption of any liability on the part of the Landlord for their accuracy of their conformity with requirements of any building code or other municipal governmental regulation or ordinance and Tenant shall be solely responsible for such plans and specifications and compliance of Tenant's Work with all governmental requirements prior to commencement for any work upon the Premises by Tenant, Tenant shall deliver to Landlord a certificate of public liability insurance and Property damage insurance meeting the Requirements of Article 6 hereof, naming Landlord as additional insured and evidence of Workman's Compensation and Builder's Risk coverage in such amounts as are required by law and are acceptable to

Landlord. From and after the date of delivery of possession of the Premises, Tenant shall observe and perform all its obligations under this Lease, including without limitation, payment of all utility charges, but excluding its obligations to pay Base Rent and Additional Rent, which are payable from and after the Rent Commencement Date.

1.7 TENANT ESTOPPEL CERTIFICATE:

From time to time and within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord or to such other party as may be designated by Landlord a certificate in a form as acceptable to the Landlord, stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicate in such certificate; that all conditions and agreements hereunder to be performed by Landlord have been satisfied or performed; that Tenant is not in default in the payment of rent or any of the other obligations required of Tenant hereunder; and that Tenant has paid Base Rent and any other amounts to be paid by Tenant as set forth hereunder as of the date set forth in the certificate.

ARTICLE 2

RENT

2.1 BASE RENT

a. Commencing on the Rent Commencement Date and continuing through the full Term of this Lease, Tenant shall pay to Landlord, without notice, demand, reduction, setoff or any defense, a Total Monthly Rent ("Base Rent") as specified in Item 10 of the Definitions. No monthly installments, however, will be paid more than one month in advance. In addition, Tenant covenants and agrees to pay Landlord all applicable sales tax, proportionate share of property tax, and any other taxes that may be imposed on the above specified rents, payments, or property.

b. As used herein, "Rent" shall include Monthly Rental, Additional rent Advance Rent, all applicable sales tax, Tenant's Share of Operating Costs, Tenant's proportionate share of insurance, property tax and any other taxes that may be imposed on the Plaza, and other additional charges or sums payable to Landlord hereunder.

c. "Additional Rent" means all sums of money to be paid by Tenant under the terms of this Lease with the exception of monthly Rent including without limitation. Tenant's proportionate share of Operating Costs, Real Property Taxes, insurance and any other taxes that may be imposed on the Plaza.

2.2 RENT ADJUSTMENTS

The amount of monthly rental installments under Paragraph 2.1 shall be increased January 1 of each year including, if applicable, and 'extension terms', by an amount equal to three percent (3%) of the fixed monthly rent for the preceding year.

2.3 OPERATING COSTS FOR COMMON AREA MAINTENANCE:

a. Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate share of all costs incurred by Landlord in maintaining, repairing, operating, and insuring the portions of the Plaza which are the responsibility of the Landlord hereunder, hereinafter called "Operating Costs", including, without limitation, the total costs of operating , repairing, lighting, cleaning (including without limitation dumpster rental or purchase and trash removal), maintaining or replacing awnings, painting, resurfacing, striping, sweeping, janitorial services; maintenance and repair of sidewalks curbs and shopping center signs and other markers and bumpers; lawn care, maintenance and pesticide costs; maintenance and repair of lighting systems, storm drainage systems and water retention; maintenance and repair of sprinkler and irrigation systems; securing, managing and insuring the plaza (including without limitation, liability insurance for personal injury, wrongful arrest or detained, death and property damage; insurance and extended coverage against fire, theft, flood or other casualty; rent insurance; Workman's Compensation; and fidelity bonds for personnel) and all increases in real estate and other taxes, public charges, and Assessments od whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Plaza and the rents there from, including but not limited to all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied, charged, or assessed against the Plaza by any lawful taxing authority whether federal, state, county, municipal, school, or otherwise (other than income, inheritance, and franchise taxes thereon); and the cost of seeking a reduction in any utility charges, governmental levies, charges or assessments, or other components of operating Costs, including but not limited to attorney fees or consultant fees. Landlord agrees to use good faith and due diligence to keep Operating Costs of the Plaza competitive with similar Plazas in the locality of the plaza.

b. Tenant's proportionate share of Operating Costs shall be charged and prorated to the Tenant based upon the square footage of this Lease proportioned to the total square footage in the Plaza in the Percentage set forth in Item 13 of the Definitions. Tenant shall pay its proportionate share of operating Cost, together with all applicable sales taxes thereon, in monthly installments, without demand, deduction, or setoff along with monthly payments of Rent in such amounts as are, from time to time, estimated by Landlord.

Estimates shall be revised not less than annually on the basis of actual Operating Costs for the preceding year of operations. Should Operating Costs be underestimated, Tenant shall pay any deficiency along with the payment of Monthly Rent next due ad thereafter pay its adjusted proportionate share of Operating Costs in equal monthly instalments as herein provided

2.4 MONEY DUE AT LEASE EXECUTION:

Upon the Execution of this Lease, the Tenant shall pay Landlord the first month's rent, inclusive of applicable sales tax and Operating Costs, and the Security Deposit, the same to be held as security for the performance by Tenant of all obligations imposed under this Lease that Tenant is required to preform prior to commencement of the term. If Tenant shall fail to perform such obligations for a period of five (5) days after written notice from Landlord.

Landlord shall entitled to apply this Advance Rent against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. Otherwise, if Tenant shall faithfully perform all such obligations and leave no damage at termination of the lease, then the Advance Rent shall be applied by Landlord against the Base Rent and Additional Rent first becoming due hereunder. No right or remedy available to Landlord as provided in this paragraph shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

2.5 PENALTY FOR LATE PAYMENTS:

Rent is due on the first day of each month before close of business, or 5:00 p.m. If Tenant fails to pay rent for the month by 5:00 PM on the fifth day of that month, then Tenant shall pay as penalty, in addition to the rent, a sum equal to ten (10%) percent of the monthly installment of rent. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Late charges are deemed Additional Rent. Tenant will also pay to Landlord on demand, interest at the rate of eighteen percent (18%) on all overdue installments of Rent and on overdue amounts of any other monetary obligations of Tenant, in each case from the due date thereof until paid in full.

ARTICLE 3

SECURITY DEPOSIT

3.1 PURPOSE OF DEPOSIT

The Security Deposit in the amount as provided for in Item 12 of the Definitions shall be held by Landlord as security for the payment of rent agreed to hereunder, for the reimbursement of and expenses or damages caused by Tenant and as security for the full performance of every provision of this Lease by Tenant. Security deposit shall not be deemed advance rent and the payment of the Security Deposit shall not relieve Tenant of its obligation to pay all Rent and other sums required by this Lease.

3.2 HOLDING DEPOSIT

The Tenant waives irrevocably the benefit of any provision of law that requires the security to be held in escrow or by a third party. The Landlord will hold the security in a non-interest-bearing account.

3.3 APPLICATION FOR RETENTION OF DEPOSIT

If the Tenant defaults on any of the terms, conditions or provisions of this Lease, including but not limited to the payment of rent and additional payments, the Landlord may apply or retain all or part of the security deposit to the extent required to pay the delinquent rent or additional payments or to reimburse the Landlord for all sums incurred to expended because of the Tenant's default. Reimbursable sums include but are not limited to any damages or deficiencies that result from re-letting the Leased Premises. Such damages or deficiencies are reimbursable to the Landlord regardless of whether they occur before or after the Landlord's summary proceedings or other reentry. If the Landlord applies or retains any part of the security deposited, the Tenant shall deposit with the Landlord an equal amount to replace that which has been applied or retained so that the Landlord has a full deposit at all times during the terms of this Lease. The replacement amount is payable on the Landlord's demand.

3.4 RETURN OF DEPOSIT.

If the Tenant complies fully with all the terms, provisions, covenants, and conditions of this Lease, the Landlord must return the security deposit to the Tenant after the date on which the Lease terminates. Tenant must first deliver possession of the Leases Premises and all keys to the Landlord and Landlord must conduct an inspection of the Lease Premises and

find that no damage, less reasonable wear and tear, has been done to the premises. Upon the vacating of the Lease Premises for termination of the lease, if the Landlord does not intent to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or the Landlord shall have thirty (30) days to give the Tenant written notice by certified mail to the Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim.

ARTICLE 4

TENANT AGREEMENTS AND COVENANTS

4.1 USE OF PREMISES:

a. Tenant shall use, occupy and operate the Premises solely for the purpose as specified in Item 6 of the Definitions and for no other purpose or purposes without the Landlord's prior written consent and under the above Trade Name and no other. Tenant covenants to occupy the premises without delay upon the Commencement Date and shall continuously operate during the entire term of this Lease. Tenant shall operate 100% of the Premises and cause its business to be conducted and operated in good faith, in a lawful manner, and in such as shall assure the transaction of the maximum volume of business in and at the Premises. Tenant shall conduct its business in the Premises during regular customary days and hours for such type of business in the Plaza and will keep the Premises open for business during the same days, nights and hours agreed upon. If Tenant fails to perform any of the above, Tenant shall be in default of this Lease.

b. If Tenant receives notice that the Premises are ready for occupancy and thereafter fails to take possession and to open the Premises for business fully fixtured, stocked and staffed within the time herein provided, then Tenant shall be in default of this Lease.

c. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statues, laws, rules, orders, or regulations affecting the Premises or any party thereof, or the use thereof, including but not limited to, those which require the making of any structural, unforeseen or extraordinary changes; and (ii) all rules, orders, and regulations of the Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

d. NO PETS are allowed to live or stay on the Premises at any time. Tenants shall not bring pets to keep inside units during or before/after business hours or on any part of the Plaza Premises at any time. Only Service Animals, as specifically defined by the Americans with Disabilities Act, are exempt from this rule.

4.2 PAYMENT OF RENT:

Tenant hereby covenants and agrees to pay each installment of Total Monthly Rent as it shall become due without notice or demand by Landlord.

4.3 MAINTENANCE OF PREMISES:

a. Tenant will maintain at its own expense the Premises and every part thereof in as good repair as at the time of the execution of this Lease Agreement, reasonable wear and tear expected including all interior and exterior signs, equipment listed on a Schedule attached to this Lease, windows, doors, locks, water pipes, plumbing fixtures, electrical lines and fixtures, interior painting and other such items; to flatten all boxes and other containers before placing them in the common rubbish bin; the sidewalk and parking area adjacent to Tenant's space to be kept clean and free of Tenant's rubbish and debris and in such condition as may be required by the regulations of any municipal, state, or governmental authority without any abatement of rental.

b. Tenant shall, upon written request from Landlord, provide maintenance information, logs and/or receipts for maintenance performed upon equipment and sign within three (3) days. Should Tenant fail to produce the requested maintenance information, Landlord may schedule an inspection of the equipment and/or sign. Any charges associated with such maintenance inspection and any necessary repairs shall be paid by the Tenant.

c. Tenant will at its own expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like or better grade and quality and according to relevant Building Codes; (d) maintain the Premises in a clean, orderly, and sanitary condition and free of insects, rodents, vermin, and other pests; (e) Keep any garbage, trash, rubbish or other refuse in tamper and rodent-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish, and refuse removed from the Plaza on a daily basis; (g) keep all mechanical apparatus free of vibration

and noise which may be transmitted beyond the Premises or to adjacent units; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (g) keep Premises sufficiently heated to prevent freezing in the water pipes; (k) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all Tenants in the Plaza; (l) conduct business in all respects in a dignified manner in accordance with high standards of operation.

d. Tenant will not: (i) place or maintain any merchandise, trash, refuse, or other articles in any vestibule or entry of the Premises, sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, sidewalk, parking area or any other Common Areas; (ii) use or permit the use of objectionable advertising medium such as, without limitation, flashing lights, speakers, or phonographs; (iii) permit undue accumulations or burn garbage trash or refuse within or outside of the Premises; (iv) solicit business in the parking or common areas; (v) permit the parking of vehicles so as to interfere with the driveway, sidewalk, parking area or other Common Areas; (vi) use the Common Area or sidewalk for the sale or display of merchandise or for any other business occupation, or undertaking; (vii) affix, display or inscribe signs, placards, pictures, advertisements, names, or notices to the outside of the Plaza; (viii) allow animals to enter or remain within the Premises or any part of the Plaza.

4.4 PARKING AND OTHER OUTSIDE AND COMMON AREAS:

a. The space leased by the Tenant is part of a larger property containing a common parking area. The Tenant shall have the non-exclusive right to the use of the parking area in common with all other Tenants, said use to be subject to the general rules and regulations as may be established by the Landlord from time to time governing the use of the parking and other outside areas. Landlord will operate and maintain or cause to be operated and maintained the parking lot and common areas in a manner deemed by Landlord to be reasonable and appropriate. Landlord will have the right to (a) establish, modify, and enforce reasonable rules and regulations with respect to the Parking and Other Outside and Common Areas; (b) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Parking and Other Outside and Common

Other Outside and Common Areas; (e) to do and perform such improvement or other acts in and to said areas as Landlord determines to be advisable.

b. No other than permitted size of vehicles may be parked in the Common Area without the written permission of the Landlord. Lessee shall not service or store any vehicles in the common area. The common areas are not to be utilized for promotional events without the permission of the Landlord.

c. Tenant and its employees shall park their cars only in such areas designated for that purpose by Landlord. If Tenant or its employees shall fail to park their cars in the designated parking areas, then without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord, after giving notice to Tenant, shall have the right to charge Tenant, as Additional Rent, the sum of Ten Dollars ($10) per day per car parked in violation of the provisions of this paragraph.

4.5 UTILITIES

a. Payment: Tenant hereby agrees and covenants to pay all charges for water, electricity and gas furnished to the Premises. Tenant also agrees to pay his proportionate share of the trash, sewer, and water service according to Tenants percentage of the entire leasable property. This amount shall be considered Additional Rent and is due with the Total Monthly Rental payments on the first of each month. Tenant shall reimburse Landlord for the cost of repairing any damage caused by Tenant or Tenant's employees, agents, servants, invitee or contractors.

b. Landlord shall not be liable for any interruptions or the curtailment in utility services due to causes beyond the reasonable control of Landlord or due to Landlord's alteration, repair or improvement of the Premises of the Plaza.

c. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, duct work or sprinkler systems where necessary, though, in or beneath the Premises and to maintain the same in a manner which does not unduly interfere with the Tenant's use thereof.

4.6 INSPECTION BY LANDLORD:

Tenant hereby covenants and agrees to permit landlord or his authorized agent to inspect

through the Premises, to make improvements and during the last month of the term to post and maintain "For Rent" notices thereon. If upon Landlord's written request Tenant does not within two (2) business days make the Premises available for inspection by Landlord during normal business hours, then Landlord may at Tenant's expense have a key made and enter the demised Premises for such purpose.

4.7 POSSESSION

Tenant hereby covenants and agrees to vacate the Premises and to return all keys directly to Landlord upon the expiration of the term without notice, leaving the Premises clean and without leaving furniture, furnishings, or equipment behind. Tenant acknowledges that failure to remove any such items or to return the keys when Tenant is in default under any clause of this lease may cause Landlord to be uncertain as to whether Tenant has abandoned the same or not. In that event, unless Tenant supplies Landlord with a written statement of his intentions.

Landlord may in his sole discretion and without liability to Tenant determine if there has been an abandonment of the Premises by the Tenant. Tenant understands this is a non-smoking Facility and that smoking of any tobacco or non-tobacco product within any area of the Building, including Tenant's Premises is strictly prohibited.

ARTICLE 5

ALTERATIONS, REPAIRS AND MAINTENANCE

5.1 ALTERATIONS BY TENANT

Tenant shall not make any alterations to the Premises (including but not limited to alterations to the exterior, the storefront, signs, and/or utility lines or systems within or serving the Premises) nor secure any fixture or apparatus without Landlord's prior written approval and at Tenant's own expense. Tenant shall promptly remove upon order from Landlord any decoration or altercation made or installed upon the Premises without Landlord's prior written approval. All alterations, fixtures, betterments and improvements made to or installed upon the Premises shall remain upon the Premises and shall become Landlord's property upon the expiration or earlier termination of this lease unless Landlord shall require Tenant to restore the Premises to its original condition. Tenant agrees to pay 100% of any increases in real estate taxes resulting from such improvements. Landlord is approved the weight size, and location of safes or heavy equipment, furniture, or other articles which may be moved in, about, or out of the Building or Premises only at such

times and in such manner as Landlord shall direct and, in all events, however, at Tenants sole risk and responsibility.

Tenant shall deliver to Landlord a copy of the plan and specifications for all alterations, physical additions or improvements that Tenant proposes to make in or to the Premises. All such improvements or alterations shall be made at Tenant's expense, by a licensed contractor approved by Landlord and in conformity with plans and specifications approved by Landlord. Tenant agrees to make full and prompt payment of 11 sums necessary to pay for the costs of all repairs and permitted alterations, improvements, changes, and other work done by Tenant in or the Premises and further agrees to indemnify, save harmless and defend Landlord from and against any and all expenses incurred by Landlord as a result of any mechanic's material man's, laborer's or other statutory or common law liens that may be asserted, claimed or charge against all or any part of the Property, arising out of work performed at the direction of the Tenant.

5.2 REPAIRS AND MAINTENANCE BY TENANT:

Landlord shall be responsible for the roof of the Premises and the parking lot, replacement of the exterior walls, water and sewer lines to the Premises and the foundation of the Premise and the Plaza, provided that Tenant shall give Landlord written notice of the necessity for such repair as same affects the Premises.

Tenant shall be responsible for all other janitorial service, repairs and maintenance, including without limitation, to keep the interior of the Premises, together with the storefront and all windows, signs, equipment, plate glass doors of the Premises, and all electrical, plumbing; water lines, toilets, sinks and drains; sprinkler systems and any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good working order and repair, at Tenant's expense. Tenant shall promptly repair at its expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused. In the event Tenant fails to make such repairs, Landlord may, at its option, but need not, make same and Tenant agrees to pay Landlord as Additional Rent the cost thereof promptly upon demand by Landlord. Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring that may be requires in connection with Tenant's apparatus, equipment or fixtures. Tenant shall obtain insurance on property. If Tenant is unable to obtain insurance due to the federal pacific electrical panel, Landlord and Tenant must split the cost of replacing the panel equally.

Landlord is not responsible for any Laundry Equipment necessary to the operation of the laundromat. Tenant shall, at its own expense, maintain the laundry equipment during this lease terms and any renewals or extensions. Tenant shall make repairs to all laundry equipment within reasonable time after Lessee is aware of the need for repairs. Tenant shall regularly maintain the laundry equipment. Tenant shall pay for all repairs to all laundry equipment damaged by normal wear and tear, vandalism, malicious mischief, or the intentional or unintentional act of any person.

5.3 LIENS:

Tenant hereby indemnifies Landlord against and shall keep the Premises and the Plaza free from liens for any work performed, material furnished, or obligations incurred by the Tenant. Should liens or claims be filed against the Premises or the Plaza by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by bond or otherwise within ten (10) days after filing. In the event such lien is not removed within the time set forth herein, the Landlord, at its sole option, may immediately take all action necessary to release and remove such lien. All sums, costs and expenses, including reasonable attorney's fees and costs incurred by the Landlord in connection with such lien shall be deemed Additional Rent and shall be immediately due and payable. In accordance with the applicable provisions of the Florida Construction Lien Tax and specifically Florida Statutes, Section 713.10, no interest of Landlord whether personally or in the Premises, or in the underlying land or Plaza of which the Premises is a part, or the leasehold interest of aforesaid shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant shall have no power or authority to create any lien or permit any lien to attach o the present estate, reversion, or other estate of Landlord in the Premises or in the Plaza and all mechanics, material men, contractors, artisans and other parties contracting with Tenant or its representatives or privies as to the Premises or any part of the Premises are hereby charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the Lease term. The forgoing provisions are made with express reference to Section 713.10 of the Florida Statutes. The Tenant agrees to execute a short form lease embodying this provision for recording in the public records of the county n which the Premises is located.

Except for the sign provided by Landlord on the front façade of the building, Tenant shall not place or have placed or maintained on the exterior of or within the Premises the Common Areas, or at any other location within the boundaries of the Plaza any sign, awning or advertising without the prior written consent of the Landlord. Landlord should have the exclusive right to use the roof and Tenant shall not affix any sign to the roof of the Premises. Tenant will install and maintain at all times, subject to other provisions of this Section, displays of merchandise in the show windows, (if any) of the Premises. All articles, displays, signs, or other similar promotion materials and the arrangement, style, color and general appearance thereof in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Plaza, as determined by Landlord. Landlord reserves the right to require Tenant to correct any nonconformity.

5.5 SIDEWALKS:

Tenant agrees that it shall keep the sidewalks immediately abutting the Premises free from obstructions of all nature, properly swept, and debris removed therefrom.

ARTICULE 6

INSURANCE AND INDEMNITY

6.1 LIABILITY INSURANCE:

Tenant shall maintain at its sole expense during the term hereof, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars ($1,000,000.00) combined single limit, per occurrence, specifically including liquor liability insurance covering the consumption of alcoholic beverages purchased or received from Tenant, if the sale or distribution of alcoholic beverages is permitted in the Premises. Such policy shall ensure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. Tenant shall also keep in force insurance against loss or damage to plate glass in or on the Premises and fire and extended coverage insurance for the full replacement value of Tenant's improvements and

Tenant's property, including, but not limited to, inventory, trade fixtures furnishings and other personal property. The Landlord shall be named as an additional insured on any such policy. All such policies shall be written by companies reasonably satisfactory to the Landlord, and Tenant will cause such insurance policies to name Landlord as additional insured and to be written o as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workman's Compensation or similar insurance to the extent require by law. Tenant shall deliver said policies or certificates thereof to Landlord within ten (10) days of commencement of the term Should Tenant fail to affect the insurance called for herein. Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event Tenant shall pay all sums so expended to Landlord as Additional Rent promptly upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it shall provide to Landlord at least thirty (30) days' prior written notice before the policy or policies n question shall be altered or cancelled.

6.2 INCREASE IN INSURANCE PREMIUM:

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Plaza or which will prevent Landlord from procuring such policies in companies acceptable to Landlord.

If anything done, permitted to be done, or suffered by Tenant to be kept in, upon or about the Premise shall cause the premium or rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Plaza to be increased beyond the Base Rate from time to time applicable to the Premises or to any other property for the use or uses made thereof. Tenant will pay as Additional Rent, the amount of any such increases promptly upon Landlord's demand.

6.3 INDEMNIFICATION:

Tenant hereby agrees to indemnify and hold Landlord, its partners, trustees, officers, directors, shareholder, beneficiaries, agents, and employees harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant; and (c) any act, omission or negligence of Tenant, its agents, contractors,

licenses, invitees or employees. Tenant further releases Landlord from liability for any damage sustained by Tenant or any other person claiming by, through, or under Tenant due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, from any acts or omission of co-Tenants or other occupants of the Plaza. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Plaza and Tenant is herein given the right to use, at Tenants own risk. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the willful misconduct or gross negligence of Landlord and then only to be extent not covered by insurance to be obtained by Tenant in accordance with Section 5.1 hereof.

ARTICLE 7

DAMAGE DESTRUCTION OR CONDEMNATION

7.1 CASUALTY

Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty and such damage does not equal or exceed forty percent (40%) of the replacement cost thereof, the damages shall be repaired by Landlord within a reasonable amount of time, to the extent of the insurance proceeds available therefore, to the condition of the Premises as originally delivered to Tenant. Tenant at its sole expense shall restore thereto all work and improvements originally installed or performed by Tenant immediately upon the completion of Landlord's work or simultaneously with such work to the extent practicable. If the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent. If (a) Premises is damaged to the extent of more than forty percent (40%) of the replacement cost thereof; or (b) the Plaza is damaged by fire or other insured casualty to the extent of twenty-five percent (25%) or more of the replacement cost thereof; or (c) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety days (90) of the date of such damage; or (d) the Premises is damaged or destroyed during the last thirty percent (30%) of the term of this Lease, then Landlord may at its sole option terminate this Lease by written notice to the Tenant. Landlord shall notify the Tenant of its election to terminate within thirty (30) days following its receipt of notification of the availability of insurance proceeds

for such repairs or restoration. If Landlord does not elect to terminate this Lease, it will commence repairs or restoration to completion with due diligence.

If Landlord should elect or be obligated pursuant to this Paragraph 6.1 to repair or rebuilt because of damage or destruction, Landlord's obligation shall be limited to the basic building and other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this lease unless Tenant, within fifteen (15) days after demand therefore, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of insurance available for such purpose.

Upon the termination of this Lease pursuant to the provisions of this Paragraph 6.1, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premise to Landlord, except for items that have theretofore accrued and are unpaid. In the event of such termination, all of Tenant's insurance proceeds covering Tenants leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord.

ARTICLE 8

DEFAULT

8.1 DEFAULT BY TENANT:

Tenant shall be in default under this lease if any of the following events shall occur:

(c) Tenant fails to pay all rent when due or without notice within (5) days

(d) Tenant fails to pay any additional rent due;

(e) Tenant defaults in fulfilling any of the covenants or obligations of this Lease and such default has not been cured within (5) days after written notice from Landlord. If the default so specified shall be of a nature that the same cannot be reasonably cured or remedied within said five (5) day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within the five day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than thirty (30) days after notice from Landlord;

(f) Tenant fails to properly maintain or provide proof of regular maintenance of any/all equipment listed on the Schedule attached to this Lease and incorporated herein.

(g) Tenant refuses and/or fails to cooperate with Landlord's request to inspect the Premises.

(h) Tenant fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord;

(i) Tenant commits an act in violation of this Lease which Landlord has previously notified

(j) Tenant to cease more than once in a year;

(k) Tenant becomes bankrupt, insolvent, or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has taken action against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all occurrences in this paragraph shall be deemed a default on account of bankruptcy for purpose hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease);

(l) Premises; Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefore against the Premises or Plaza;

(m) The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's property, or the attachment, execution or other judicial seizure of all or substantially all, of Tenant's located at the Premises.

(n) Tenant causes or fails to perform a duty or abide by any law or regulation and exposes Landlord to litigation, attorney's fees and costs or any costs not the fault of Landlord.

8.2 ACCELERATION OF RENTAL OR TERMINATION OF LEASE:

Upon such default as stated in, but not limited to, Paragraph 8.1, Landlord may elect to declare the entire rent for the balance of the term, or any part thereof, due and payable, or at the option of the Landlord, the Landlord may elect to terminate this lease by written notice to Tenant on the date specified in such written notice, whereupon Tenant shall quit and surrender the Premises to Landlord as if the term herein ended by expiration of the

time fixed herein but Tenant will remain fully liable as hereinafter provided. Further, upon such default, whether or not Landlord shall elect to terminate this lease. Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost to or for the account of Tenant, all without service of notice or resort to legal process, all of which Tenant expressly waives, and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to Landlord's lien now or that may hereafter be provided by law.

8.3 LANDLORD'S RIGHTS ON DEFAULT:

If Tenant is in default of this Lease as provided in Paragraph 8.1, and if Landlord does not terminate this Lease as provided in Paragraph 8.2, then Landlord may give Tenant notice of that default. If Tenant fails to cure a default in the payment of rent or additional rent within three (3) days or fails to cure any other default within five (5) days after notice is given, the Landlord may:

(a) Landlord may retake possession of the Premises for the account of Tenant and may reenter the Premises, by summary proceedings or otherwise, and attempt to re-let the Premises, or any part thereof, as Tenant's agent, in the name of Landlord, or otherwise to any Tenant and upon such terms and conditions and for any use or purpose and for a term shorter or longer than the balance of the term of this Lease, all as Landlord may deem appropriate.

(b) Landlord may retake possession of the Premises, or any part thereof, on its own behalf, without thereby relieving Tenant from liability for damages accruing prior to or after such retaking.

(c) Landlord may elect not to seek to re-enter any portion of the Premises, without waiving its right to do so at any future time or its right to collect the rent due hereunder as and when the same shall become due, together with all other expenses incurred by Landlord in regaining possession and to continue to hold Tenant fully liable for all of its obligations hereunder until such time, if any, as Landlord re-lets same and the Premises are occupied by such successor, it being understood that Landlord shall have no obligation to mitigate Tenant's damages by re-letting the Premises. Upon reletting, sums received by Landlord from such new Lessee shall first be applied to payment of costs incident to reletting. Any excess or

residue shall belong to the Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum owing by Tenant. Landlord may, at any time and from time to time sue for any deficiencies from time of time remaining after the application from the proceeds of any reletting under this paragraph.

(d) Landlord may treat the default as an anticipatory breach of the Lease and in addition to retaking possession, may bring an action immediately for all damages resulting there from.

(e) In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which may have, the right to invoke any remedy allowed at law or in equity including injunction relief, to enforce Landlord's rights or any of them as if re-entry and other remedies were not herein provided for.

Notwithstanding anything in the Lease to the contrary, Landlord reserves all rights which any state or local laws, rules regulations or ordinance confer upon a Landlord against a Tenant in default. This article shall apply to any renewals or extensions of this Lease. If the default is of such a nature that it cannot be completely cured within ten days, the Landlord may terminate this Lease only if the Tenant fails to proceed with reasonable diligence and in good faith to cure the default.

8.4 EXPENSES:

If Tenant shall default in the performance of any provision of this Lease on its part to be performed or observed or if Landlord takes any action or institutes any legal proceeding to enforce the terms of this Lease, to recover possession of the Premises or to recover any sum due under this Lease then Landlord shall entitled to recover all forms of damages, fees, costs and expenses incurred hereby, including without limitation, attorney's fees and expenses incurred in pretrial, trial, and appellate proceedings. Such damages, fees, costs and expenses shall be deemed to be Additional Rent hereunder an shall be paid by Tenant to Landlord upon demand.

8.5 NON-WAIVER PROVISIONS:

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default

in the terms, conditions, covenants herein contained except as may be expressly waived in writing.

8.6 ACCORD AND SATISFACTION

If the Tenant pays or the Landlord received any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or payment without prejudice to the Landlord's right to recover the balance due or to pursue any other available remedy.

ARTICULE 9

TRANSFERS, ASSIGNMENTS AND SUBLETTING

9.1 ASSIGNMENT AND SUBLETTING:

Tenant shall not, either voluntarily or by operation of law, sell assign, hypothecate or otherwise transfer, mortgage, pledge, encumber, or permit any lien to attach to this Lease, or sublet the Premises or any part therefore (all the forgoing collectively referred to as "Transfer") without the prior written consent of Landlord, which consent Landlord or withhold in its sole and absolute discretion. Any requests by Tenant to transfer this Lease must be presented in writing to Landlord and much include all terms of the agreement and any payments that the agreement may involve and a financial check of the prospective applicant. Landlord and Tenant acknowledge and agree that the forgoing restriction on Transfer has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this paragraph. Any attempted Transfer shall be void ab initio and Tenant shall remain primarily liable upon this Lease and shall not be release from performing any of the terms, covenants and conditions of this Lease.

ARTICLE 10

SUCCESSION TO LANDLORD'S INTEREST

10.1 ATTORNMENT:

Tenant shall atom and be bound to any of Landlord's successors under all terms, covenants and conditions of this Lease for the balance of the remaining term.

10.2 SUBORDINATION:

This Lease shall be subordinate to the lien of any mortgages, deeds of trust or security agreements ("Mortgages") or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Plaza, any portion thereof, or upon any buildings thereafter placed upon the land upon which the Premises are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

10.3 INSTRUMENT EVIDENCING SUBORDINATION AND ATTORNMENT:

The aforesaid provisions of Paragraphs 10.1 and 10.2 shall be self-operative and no further instruments evidencing them shall be required. Tenant covenants and agrees, however, to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgages or other such financing as shall be desired by Landlord and any mortgages or proposed mortgagees, and/or attorning to a subsequent Landlord, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument(s) within ten (10) days after written notice to Tenant to do so.

10.4 MORTGAGEE'S APPROVAL :

If any mortgagee or beneficary under a deed of trust or security agreement ("Mortgagee") of the Plaza requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within ten (10) days after Landlord's request therefore, provided said request is made at least ten (10) days prior to delivery of possession. Upon cancellation by Landlord this Lease shall be null and void and Landlord shall not be liable to Tenant for damages or otherwise by reason of such cancellation.

ARTICLE 11

SURRENDER OF PREMISES

11.1 SURRENDER:

At the expiration of earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in "broom clean" condition and in the same condition as when tendered by

Landlord, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures, walls or other personal property placed in the Premises. All original equipment and fixtures and any other items that were there originally are to be in good repair and clean upon termination of the Premises.

11.2 WRITTEN ACCEPTANCE:

No act or thing done by the Landlord, agent or employee of the Landlord, during the Lease term shall be deemed to constitute an acceptance by the Landlord of a surrender of Premises unless such intent is specifically acknowledged in writing signed by Landlord.

11.3 HOLDING OVER:

Tenant shall not occupy the Premises after the Expiration Date without the Landlord's written consent. If, after the Expiration Date, Tenant remains in possession of the Premises with the Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only upon all the provisions of this Lease (except as to term and Base Rent). Monthly installments of Base Rent payable by the Tenant during this period shall increase to One Hundred Twenty Five Percent (125%) of the monthly Base Rent payable by the Tenant in the final month of the term. Such monthly rent shall be payable as set forth herein.

ARTICLE 12

MISCELLANEOUS

12.1 ATTORNEY FEES:

If at any time by reason of the failure of Tenant to keep and perform any covenant or agreement which under the terms of this lease said Tenant is bound and obligated to keep and perform, it becomes necessary for Landlord to employ an attorney at law to protect Landlord's rights and interests in the property demised or to enforce the Lease or proceed under it in any particular, then in any such event, Tenant should owe and shall pay unto Landlord within ten (10) days after written notice thereof, any reasonable fees for attorney incurred or expended by Landlord in the protection of Landlord's rights and interests and if costs of court are also incurred then Tenant shall also in the same manner pay such costs.

12.2 ENTIRE AGREEMENT OF THE PARTIES:

This Lease Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties or representation between the parties other than those as herein provided for.

12.3 OBLIGATIONS OF PERSONS OR PARTIES UNDER THIS LEASE

If more than one person or party signs this Lease, each person is fully and personally obligated to keep all of the promises made in this Lease, including the promise to pay the full amount owed. Any person or party who is a guarantor, surety or endorser of this Lease is also obligated to do these things. Any person or party who takes over these obligations of a guarantor, surety or endorser of this Lease, is also obligated to keep all of the promises made in this Lease. The Landlord may enforce its rights under his Lease against each person individually or against all of us together. This means that any one of the Lease signers may be required o pay all of the amounts owed under this Lease.

12.4 SEVERABILITY

In the event any provision of this Lease o any extent is found to be invalid or unenforceable, the remainder this Lease shall not be affected thereby and the Lease and its provisions shall be valid and enforceable to the full extent permitted by law.

12.5 WAIVER

No waiver by Landlord of any provision on this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of landlord's consent to or approval of any subsequent act. No agreements by landlord to accept Tenants surrender of the Premises shall be valid unless in writing.

12.6 RGHT OF ENTRY

Landlord shall have a free access to the Premises at all reasonable times to inspect me and to make such repairs, additions, improvements, changes r alterations to the Premises or the Plaza as Landlord may elect to make. Tenant agrees that on and after ninety (90) days preceding the expiration date of the term hereof, landlord or its agent shall have the right to show the Premises to potential Tenants and to place notices offering the Premises for Lease on any part of the Premises.

12.7 SUCCESSORS AND ASSIGNS

Except as otherwise proved herein, this Lease shall be being and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

12.8 SURVIVAL OF OBLIGATIONS

The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease and any Indemnifications obligations of tenant shall survive the expiration or other termination of this Lease.

12.9 LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this lease shall be limited to its interest in the Plaza and any judgements rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Plaza. No personal judgement shall lie against Landlord upon extinguishment of its rights in the Plaza and any judgement so rendered shall give rise to any right of execution or levy against Landlord's assets. For the purpose of this paragraph, the term "Landlord" shall mean and include all partners of Landlord (if Landlord is a partnership) and all members and managers of Landlord (if Landlord is a limited liability company). The provisions hereof shall inure to Landlord's successors and assigns, including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from performance of any obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgement against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Tenant by law or under this lease.

12.10 JOINT AND SEVERAL LIABILITY

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as a Tenant or in the capacity of Guarantor, the liability of each such individual, corporation partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several with the other signatories and all notices, payments, and agreements given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are by virtue or statute or federal law, subject to personal liability, such liability of each such member shall be joint and several. All Guarantors hereby agree to payment and performance of all of the Tenant's obligations hereunder.

12.11 CORPORATE TENANTS

Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
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We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3418913
Parcel ID:	532201000282
Township-Range-Section:	15 - 33 - 22
Subdivision-Block-Lot:	01 - 00 - 0282
Physical Address:	2518 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Owner(s):	DAYTONA OCEAN RETAIL LLC - FS - Fee Simple - 100%
Mailing Address On File:	2601 S ATLANTIC AVE DAYTONA BEACH SHORES FL 32118 5605 *Update Mailing Address*
Building Count:	1
Neighborhood:	7044 - BEACHSIDE SHOPPING CENTERS *Neighborhood Sales*
Subdivision Name:	C N MORRIS MB 17 PG 38
Property Use:	1600 - SH CTR CMMITY
Tax District:	403-DAYTONA BEACH SHORES
2024 Final Millage Rate:	16.6351
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	22-15-33 E 200 FT OF LOTS 29 & 30 & E 200 FT OF S 50 FT OF L OT 28 W OF ATLANTIC AVE C N MORRIS SUB PER OR 1963 PG 0605 P ER OR 5736 PG 2375 PER OR 8461 PG 0154



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost $372,455	Cost $371,461	Cost $185,954

	Luna's Cocina,LLC.				
		Rent	Discount %		Total
1	May	7,120.39	15%	1,068.06	1,068.06
2	June	7,120.39	15%	1,068.06	2,136.12
3	July	7,120.39	15%	1,068.06	3,204.18
4	August	7,120.39	15%	1,068.06	4,272.23
5	September	7,120.39	15%	1,068.06	5,340.29
6	October	7,120.39	15%	1,068.06	6,408.35
7	November	7,120.39	15%	1,068.06	7,476.41
8	December	7,120.39	15%	1,068.06	8,544.47
9	January	7,334.00	15%	1,100.10	9,644.57
10	February	7,334.00	15%	1,100.10	10,744.67
11	March	7,334.00	15%	1,100.10	11,844.67
12	April	7,334.00	15%	1,100.10	12,944.77
13	May	7,334.00	15%	1,100.10	14,044.87
14	June	7,334.00	15%	1,100.10	15,144.97
15	July	7,334.00	15%	1,100.10	16,245.07
16	August	7,334.00	15%	1,100.10	17,345.17
17	September	7,334.00	15%	1,100.10	18,445.27
18	October	7,334.00	15%	1,100.10	19,545.37
19	November	7,334.00	15%	454.63	20,000.00

	Luna's Cocina,LLC.				
		Rent	Discount %		Total
1	May	7,120.39	30%	2,136.12	2,136.12
2	June	7,120.39	30%	2,136.12	4,272.23
3	July	7,120.39	30%	2,136.12	6,408.35
4	August	7,120.39	30%	2,136.12	8,544.47
5	September	7,120.39	30%	2,136.12	10,680.59
6	October	7,120.39	30%	2,136.12	12,816.70
7	November	7,120.39	30%	2,136.12	14,952.82
8	December	7,120.39	30%	2,136.12	17,088.94
9	January	7,334.00	30%	2,200.20	19,289.14
10	February	7,334.00	30%	710.86	20,000.00

CITY OF DAYTONA BEACH SHORES COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH LUNA'S COCINA, LLC.

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the "Agreement") is made and entered into this ___ day of_____, 2025, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the "CITY", and Luna's Cocina, LLC., a Florida Limited Liability Company, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar

limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Luna's Cocina, LLC.

Located at: 2516 S. Atlantic Ave., Daytona Beach Shores

for the term of the of this, being 3 years from the date first stated above.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

(A). The CITY shall pay the Lease Subsidy Grant to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, the City of South Daytona, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and

continuing throughout the term of this Agreement; and

5. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY, including any conditions placed on the Grant by the CITY upon approval; and

7. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement prior to payment by the CITY of any Lease Subsidy Grant payment.

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEEE shall be in default of this agreement under any of the following conditions:

1. The GRANTEE fails to operate the business pursuant to the grant application and business plan provided to the City Council for the consideration of this grant agreement; or

2. The GRANTEE fails to operate the business pursuant to any term or condition imposed by the City Council in the approval of this grant agreement; or

3. The GRANTEEE is in violation of any term or condition in this Agreement.

(C) If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy Grant payments suspended pending the cancelation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of $20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 15%. Total year one disbursement shall not exceed $12,944.77.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 15%. Total year two disbursement shall not exceed $7055.23.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE GRANTEE'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of

any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

(G). IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable

attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. **NONDISCRIMINATION.** The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. **INTERPRETATION.** The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. **MODIFICATION.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. **ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein

shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST: **CITY OF DAYTONA BEACH SHORES**

_____ _____
Cheri Schwab, City Clerk Nancy J. Miller, Mayor

_____
Kurt Swartzlander, City Manager

Approved as to form:

_____
CITY ATTORNEY

ATTEST: **Luna's Cocina, LLC.**

_____ _____

:

CITY OF DAYTONA BEACH SHORES COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH LUNA'S COCINA, LLC.

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WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar

limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Luna's Cocina, LLC.

Located at: 2516 S. Atlantic Ave., Daytona Beach Shores

for the term of the of this, being 3 years from the date first stated above.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

(A). The CITY shall pay the Lease Subsidy Grant to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, the City of South Daytona, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and

continuing throughout the term of this Agreement; and

5. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY, including any conditions placed on the Grant by the CITY upon approval; and

7. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement prior to payment by the CITY of any Lease Subsidy Grant payment.

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEEE shall be in default of this agreement under any of the following conditions:

1. The GRANTEE fails to operate the business pursuant to the grant application and business plan provided to the City Council for the consideration of this grant agreement; or

2. The GRANTEE fails to operate the business pursuant to any term or condition imposed by the City Council in the approval of this grant agreement; or

3. The GRANTEEE is in violation of any term or condition in this Agreement.

(C) If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy Grant payments suspended pending the cancelation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of $20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 30%. Total year one disbursement shall not exceed $20,000.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 20%. Total year two disbursement shall not exceed $0.

3. For the third year of the Lease Subsidy Grant: Monthly rent times 10%. Total year three disbursement shall not exceed $0.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

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In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of

any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

(G). IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable

attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. **NONDISCRIMINATION.** The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. **INTERPRETATION.** The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. **MODIFICATION.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. **ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein

shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST: **CITY OF DAYTONA BEACH SHORES**

_____ _____
Cheri Schwab, City Clerk Nancy J. Miller, Mayor

_____
Kurt Swartzlander, City Manager

Approved as to form:

_____
CITY ATTORNEY

ATTEST: **Luna's Cocina, LLC.**

_____ _____

:

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval of Streetlight Poles Holiday Decoration Independent Contractor's Agreement/Lease Agreement: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

SYNOPSIS:

The City posted an invitation to bid on holiday decorations for 94 city streetlight poles for the lease, installation, removal and storage of said holiday decorations. The previous city streetlight pole holiday decoration lease agreement was year to year over a three-year period. Calendar Year 2024 was the final year of the three-year lease agreement. Therefore, a new lease agreement is necessary.

The bids received are as follows:

1. **Beacon Bay Construction Corp, dba Johannessen Lights**: $70,500/yr
2. **Dekra-Lite**: $46,014.45/yr
3. **Rileighs Outdoor, LLC dba Holiday Outdoor Decor**: $23,500/yr
4. **Tree Drop, LLC**: $115,000/yr
5. **We Hang Christmas Lights**: $17,400/yr.

On April 15, 2025, the staff selection committee reviewed the bids and unanimously recommended approval of the Rileighs Outdoor, LLC dba Holiday Outdoor Decor proposal with the snowflake option. The snowflake options provided are Mia Snowflake or Givre Snowflake. A lease agreement with either snowflake option would cost $23,500 per year. The City will budget accordingly, if approved.

The selection committee consisted of the City Manager, Community Services Director, Deputy Public Works Director and Streets/Parks Supervisor. The City Clerk's minutes of the meeting are attached. The current streetlight holiday lease agreement is with Holiday Outdoor Decor, which staff is familiar with.

Staff is requesting approval of the independent contractor's agreement and lease agreement. Additionally, staff is seeking direction from the City Commission concerning the two snowflake options (see attached). Staff is planning to have a sample of each option available at the City Commission meeting.

FISCAL IMPACT STATEMENT:

No current year fiscal impact. This will be incorporated into FY 25-26 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff is recommending approval of the independent contractor's agreement and lease agreement with Rileighs Outdoor, LLC dba Holiday Outdoor Decor. Additionally, staff is seeking direction from the City Commission concerning the two snowflake options (see attached). Staff is planning to have a sample of each option available at the City Commission meeting.

SUGGESTED MOTION:

A City Commissioner may move as follows:

1. I move to **approve** the Streetlight Poles Holiday Decoration Independent Contractor's Agreement and Lease Agreement with Rileighs Outdoor, LLC dba Holiday Outdoor Decor and the Mia Snowflake for installation on the City streetlight system.

OR

2. I move to **approve** the Streetlight Poles Holiday Decoration Independent Contractor's Agreement and Lease Agreement with Rileighs Outdoor, LLC dba Holiday Outdoor Decor and the Givre Snowflake for installation on the City streetlight system.

ATTACHMENT:

1. Independent Contractors Agreement-Streetlight Decoration-Rileighs Outdoor, LLC dba Holiday Outdoor Decor
2. Lease Agreement-Rileighs Outdoor, LLC dba Holiday Outdoor Decor
3. Selection Committee Minutes 5-15-25-Streetlight Christmas Decoration

CITY OF DAYTONA BEACH SHORES

INVITATION TO BID

PROJECT: HOLIDAY DECORATIONS FOR CITY STREETLIGHT POLES- LEASE, INSTALLATION, REMOVAL AND STORAGE

PROJECT LOCATION: DAYTONA BEACH SHORES, FL ON S. ATLANTIC AVENUE AND DUNLAWTON BOULEVARD

BID ADVERTISEMENT DATE: April 18, 2025
BID DEADLINE: May 2, 2025
OPENING DATE FOR BIDS SUBMITTED: May 2, 2025 at 2PM
BID OPENING LOCATION: CITY HALL, 2990 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118

I. INFORMATION AND INSTRUCTIONS

A. General

The City of Daytona Beach Shores is accepting bids for the leasing, installation, removal and storage of holiday decorations on 94 streetlight poles within the city. Installation shall occur annually in November prior to Thanksgiving and removed after New Years Day. Bidder shall store decorations in bidder's storage facility.

B. Bids will be accepted from parties who:

1. Are free of any obligations and interests which might conflict with the interests of the City of Daytona Beach Shores.

2. Have the capacity to provide such services with an experienced professional staff.

C. The City will not be liable for any costs incurred in preparation of bids.

D. The City reserves the right to conduct personal interviews, or require oral presentations, of any or all bidders, prior to selection. The City will not be liable for any cost incurred by the bidder in connection with such interviews (i.e., travel, phone calls, etc.).

E. By submitting a bid, the bidder certifies that he has fully read and understands the request for bids and has a working knowledge of the scope, nature, quantity, and quality of work to be performed.

F. The bidders shall furnish such additional information as the City of Daytona Beach Shores may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder, as it deems appropriate.

G. The City reserves the right to conduct pre-contract negotiations with any or all bidders.

H. The City reserves the right to reject any or all bids, the right in its sole discretion to accept the bid which it considers most favorable to the City's interest, and the right to waive minor irregularities in the procedures. The City further reserves the right to seek new bids when such a procedure is in its best interest.

II. SERVICES TO BE PERFORMED AND INFORMATION REQUIRED FOR EVALUATION OF BIDS

A. General

The City of Daytona Beach Shores is accepting bids for the leasing, installation, removal and storage of holiday decorations on 94 streetlight poles within the city. Installation shall occur annually

in November prior to Thanksgiving and removed after New Years Day. Bidder shall store decorations in bidder's storage facility.

B. Scope of Work-General Requirements

The contractor will perform job pursuant to the scope of work contained in this section and the Specifications in Section III below.

1. The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the City.
2. The contractor shall be responsible for supervision required to satisfactorily perform the requirements of the contract.
3. The contractor shall be responsible for keeping the areas of work as clean and confined as possible at all times.
4. The contractor must furnish all equipment necessary to satisfactorily complete the requirements of the contract.
5. Contractor shall be licensed by the State of Florida, Department of Business and Professional Regulation to perform the terms of this contract, as may be required.
6. All wastes shall be disposed into a contractor provided dumpster.
7. Provide training session for city maintenance personnel.
8. Contractor shall provide work meeting the specifications outlined in Section III below.

C. Insurance

The Contractor shall purchase and maintain, at its own expense, the types and amounts of insurance, in form and companies satisfactory to the City as enumerated in the Independent Contractor's Agreement which is attached hereto and made a part hereof and which shall be agreed upon and executed by the Contractor upon award and acceptance of the bid. In addition, a performance and payment bond is required.

III. SPECIFICATIONS

The City of Daytona Beach Shores is accepting bids for the leasing, installation, removal and storage of holiday decorations on 94 streetlight poles within the city. Installation shall occur annually

in November prior to Thanksgiving and removed after New Years Day. Bidder shall store decorations in bidder's storage facility.

The contractor will perform job pursuant to the scope of work contained in Section II.B and the specifications in this section:

1. Provide lease to include the installation, removal and storage of holiday decorations on 94 streetlight poles in Daytona Beach Shores.
2. Installation shall occur annually in November prior to Thanksgiving and removal shall occur after New Years Day.
3. No electrical work required. Decorations shall be plugged into existing outlets on poles.
4. Bidder shall provide cost for a variety of holiday options.
5. The work shall include all labor, materials, equipment, tools, transportation services, clean up and incidentals necessary to complete all work required per the specifications.

IV. INFORMATION REQUESTED OF THE BIDDER

In order to provide a uniform review process and to obtain the maximum degree of equity and comparability, it is requested that bids be delivered and organized in the manner specified below.

1. **Cover Page Form: See attached. This form must be used and affixed as the cover page of your submission.**
2. **Letter of Transmittal: A letter of transmittal, not to exceed two pages in length, should contain the following:**
   - **State the bidder's understanding of the scope of the service to be performed.**
   - **Make a positive commitment to perform the services as described in the bid.**
   - **Show the total project cost.**
3. **References: The bidder will be required to include three (3) client references with their bid. These references should include the name of the client, name of contact person, telephone number, address and type of work performed.**

V. EVALUATION OF BIDS

The contract will be awarded to the most responsible and responsive bidder providing the highest quality services, within the prescribed timeframe, at the most reasonable cost, which will be considered in the best interest of the City.

VI. ADDITIONAL INFORMATION (GATHERING PROCESS)

A. To ensure fair consideration for all bidders, the City prohibits communication to, or with, any department or employee, other than the City Clerk, during the submission process.

B. Any questions relative to interpretation of specifications or the bid process shall be directed to:

Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: 386-763-5364

Preferred method of contact:
cschwab@cityofdbs.org

All Questions must be submitted no later than 2:00pm on April 29, 2025.
Please contact the City Clerk to arrange a site visit if required. Questions received and answers given will be posted on the city website.

VII. RECEIPT OF BID

Sealed bids, one (1) original with three (3) copies, plus one digital copy on a flash drive, will be received by the Office of the City Clerk at the date specified. Bids will not be accepted after this time. Bids shall be addressed and sent as follows:

Bid Deadline: May 2, 2025 (2:00pm)

1. For Mail Delivery:

City Clerk
(SEALED BID- HOLIDAY DECORATIONS FOR CITY STREETLIGHT POLES-LEASE, INSTALLATION, REMOVAL AND STORAGE)
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

2. For Hand Delivery:

City Hall
City Clerk
(SEALED BID- HOLIDAY DECORATIONS FOR CITY STREETLIGHT POLES-LEASE, INSTALLATION, REMOVAL AND STORAGE)
City of Daytona Beach Shores

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

3. Submitted envelopes should be clearly marked with the bid project name.

IX. BIDS BINDING FOR 120 DAYS

All bids submitted shall be binding for one hundred and twenty (120) calendar days from commencement of work.

X. LATE BIDS

Bids received by the City after the time specified for bid opening will not be considered.

Bid Deadline: May 2, 2025 (2:00pm)

XI. BIDDER'S WARRANTY

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

1. He/She is an officer of the organization.

2. He/She has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set forth in this request for bid.

3. If this bid is accepted, a blanket purchase order will be issued as proposed subject to any modification which may be mutually agreed upon by the City and the bidder.

4. Upon the City's issuance of a purchase order, this set of specifications, along with the Independent Contractor's Agreement, will serve as the agreement.

PROPOSED BY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

NAME, TITLE (typed or printed): Bryce Eskes, Account Manager - Florida

NAME OF COMPANY: Holiday Outdoor Decor

MAILING ADDRESS: 725 Southridge Industrial Dr.

CITY, STATE AND ZIP: Tavares, FL 32778

AREA CODE/ TELEPHONE NUMBER: (352) 364-9109

SIGNATURE: Bryce Eskes

DATE: 04/24/2025

STATE OF Florida
COUNTY OF Lake County

THE FOREGOING instrument was sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this 30 day of April, 2025, by Bryce Eskes, who is personally known to me or who has produced _____ as identification.

CARL A TENOR
Notary Public-State of Florida
Commission # HH 229517
My Commission Expires
February 15, 2026

Notary Public

XII. ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

ADDRESS: 725 Southridge Industrial Dr., Tavares, FL 32778

CITY AND STATE: Tavares, FL

TELEPHONE: (352) 364-9109

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

TITLE: Account Manager

STATE OF Florida
COUNTY OF Lake County

THE FOREGOING instrument was sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this 30 day of April, 2025, by Bryce Eskes, who is personally known to me or who has produced _____ as identification.

CARL A TENOR
Notary Public-State of Florida
Commission # HH 229617
My Commission Expires
February 15, 2026

_____
Notary Public

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

NO BID (Reason):

XIII. DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement: notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* , to any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Signature

XIV. BID SUBMISSION COVER PAGE

"Life is better here."

City of Daytona Beach Shores
Office of the City Clerk
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

This form must be completed and returned with your Response.

Project Title: HOLIDAY DECORATIONS FOR CITY STREETLIGHT POLESLEASE, INSTALLATION, REMOVAL AND STORAGE

Solicitation Number: ITB-2025 Holiday Decorations-0-2025/CS

Bid Due Date and Time: May 2, 2025 (2:00pm)

Bid Question Deadline: April 29, 2025

Mandatory Pre-Bid Meeting Date, Time and Location (if applicable) :

_____

_____

SUBMITTER'S INFORMATION

Business Entity Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Mailing Address: 725 Southridge Industrial Dr., Tavares, FL 32778

Principal's Name, Phone Number and Email Address:
Bryce Eskes, (352) 364-9109, Beskes@HolidayOutdoorDecor.com

Project Manager's Name, Phone Number and Email Address:
Shermaine Clark, (352) 308-6095, Sclark@HolidayOutdoorDecor.com

State or Local License Number: 83-3166513

Estimated Time for Project Completion: Nov. 17th 2025 - Nov. 20th 2025 One Day Install

Total Bid Amount: $ 17,390.00

(You may attach additional documentation, but please enter the estimated completion time and total bid amount proposed for this request.)

XV: 1INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN THE CITY OF DAYTONA BEACH SHORES, FLORIDA AND _____.

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and (Name of Contractor), a Florida (type of business entity- Inc., LLC, etc…) (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

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

WHEREAS, Contractor is in the business of (type of business) in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Invitation To Bid, identified as (ITB #), and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

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

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

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

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

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant

control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

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

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

2. **Description of Work.**

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

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

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

d.CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term**. Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.

4. **Payment.**

a.The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.

b.Progress payments, if any, will be made as set forth in Scope of Services.

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

5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.

6. **Project management.**

a.The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.

1.CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.

2.CONTRACTOR's Project Manager is _____, or his designee

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

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

b.To CONTRACTOR: _____.

8. **Insurance.**

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

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

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

2.Commercial General Liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

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

4.Fire damage liability shall be included at $500,000.00.

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

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

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

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

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

c.**Personal nature of Agreement; Assignment.**

1.The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

2.If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR

must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d.**Discrimination.**

1.CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

2.CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e.**Independent contractor.**

1.CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

2.CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

3.CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f.Indemnification.

1.CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

2.In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

3.The indemnification provisions of this paragraph will survive the termination of this Agreement.

g.**Public records.**

1.CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1.Keep and maintain public records required by the CITY to perform the service.

2.Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.

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

2."Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

3.If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

4.CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.

5.CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

6.Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

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

unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat

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

l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth is section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the

contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

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

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

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

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

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

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

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

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

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

11. **Special Provisions.**

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

(SIGNATURE PAGE FOLLOWS)

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY: **CITY OF DAYTONA BEACH SHORES:**

_____ _____

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

NAME OF CONTRACTOR
Rileighs Outdoor, LLC dba Holiday Outdoor Decor

SIGNATURE
Print Name: Bryce Eskes
Title: Account Manager

STATE OF Florida
COUNTY OF Lake County
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2025, by Bryce Eskes of RileighsOutdoorLLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CARL A TENOR
Notary Public-State of Florida
Commission # HH 229617
My Commission Expires
February 15, 2026

Approved for form and content by:

Vose Law Firm, City Attorney

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American Craftsmanship in Every Space™



DAYTONA BEACH SHORES | FLORIDA

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

RESPONSE TO: ITB-2025 Holiday Decorations-0-2025/CS

HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE, INSTALLATION, REMOVAL AND STORAGE

Firm: Rileighs Outdoor, LLC dba Holiday Outdoor Decor
Due Date: Friday, May 2nd.
Local Address: 725 Southridge Industrial Dr, Tavares, FL, 32778
Corporate Address: 1053 N. Plymouth St. Allentown, PA 18109
Project Contact: Bryce Eskes, Account Manager
Email: salesfl@holidayoutdoordecor.com

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City of Daytona Beach Shores

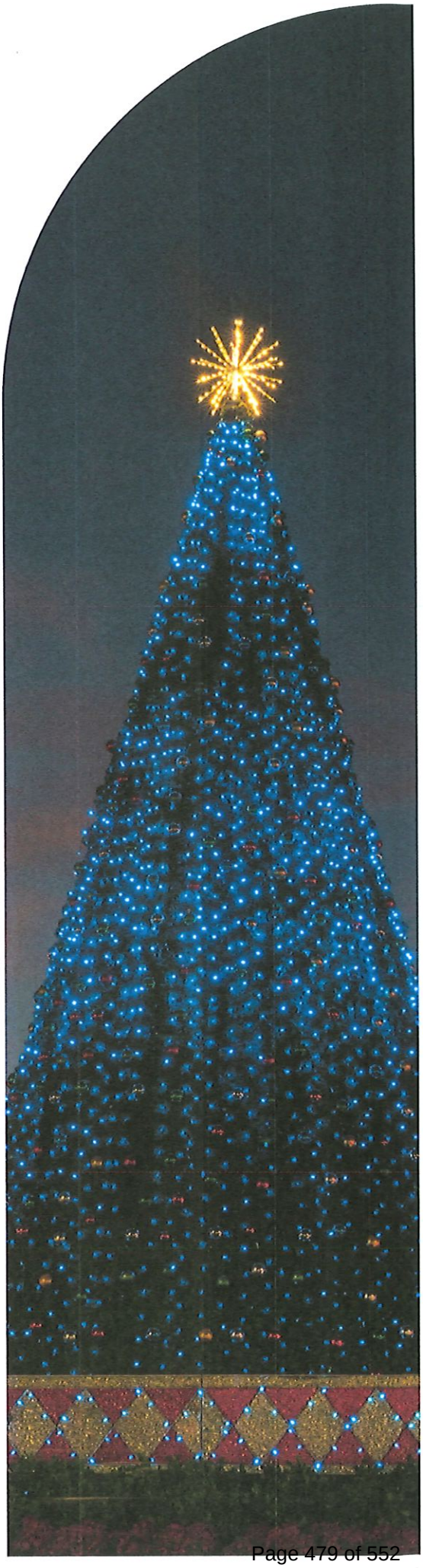
ITB-2025 Holiday Decorations-0-2025/CS , HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE, INSTALLATION, REMOVAL AND STORAGE

Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Bryce Eskes – Account Manager
P: (352) 364-9109
E: salesfl@holidayoutdoordecor.com

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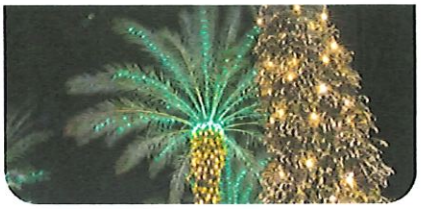


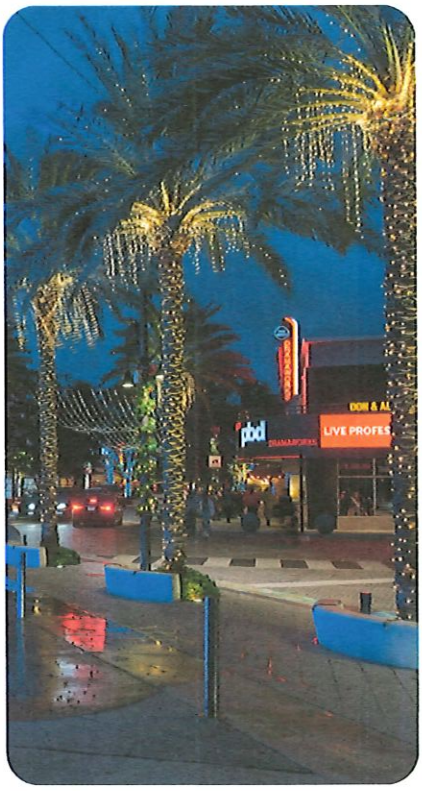
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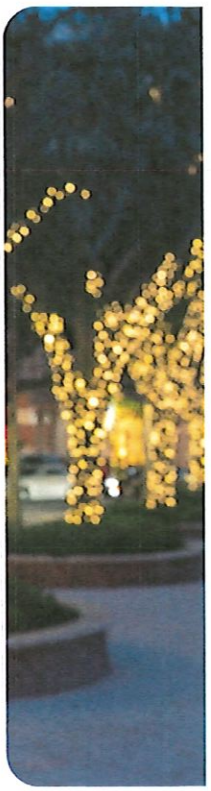
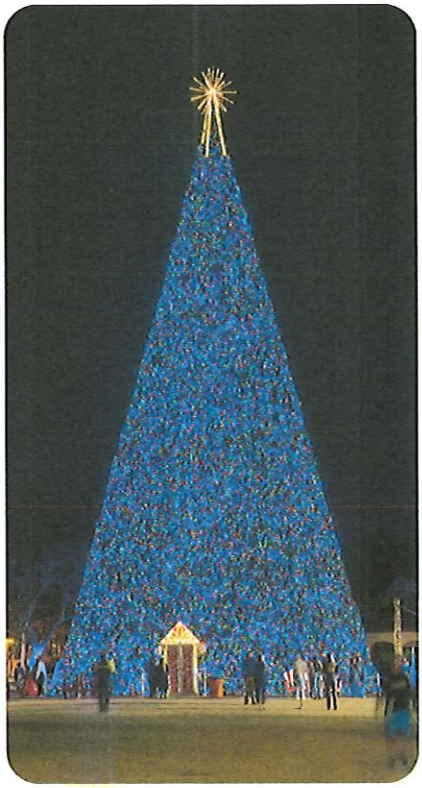
City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE,
INSTALLATION, REMOVAL AND STORAGE

TAB 1

PROJECT SNAPSHOT & ABOUT US

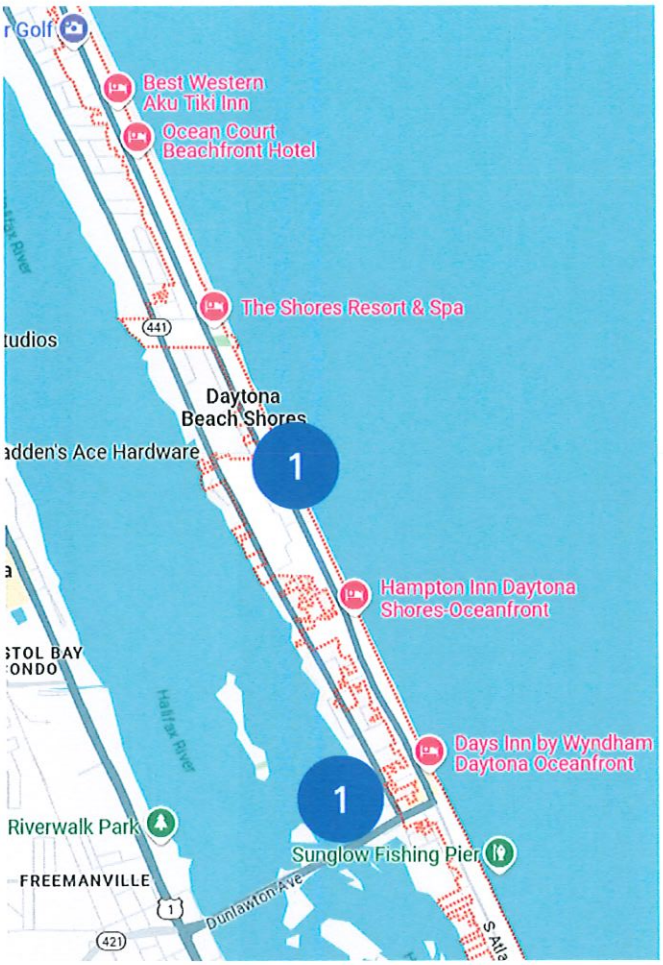







PROJECT SNAPSHOT



TOTAL COST: $17,390.00

1 80 LIGHT POLES ALONG S. ATLANTIC AVENUE

1 14 LIGHT POLES ALONG DUNLAWTON BOULEVARD

DETAILED PROPOSALS AND RECOMENDATIONS CAN BE FOUND IN **TAB 5**

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

Dear, City of Daytona Beach Shores,

We are excited at the opportunity to turn moments to memories in the City of Daytona Beach Shores!

Holiday Outdoor Decor creates experiences that transform the everyday into the extraordinary. With more than 100 years innovating, we stand out as leaders in the outdoor decoration industry. From the heart of local communities to the vision of municipalities, Holiday Outdoor Decor is proud to be the architect of magical experiences that inspire, connect and leave a lasting impression. Our work is backed by:

100+ YEARS OF EXPERIENCE

Holiday Outdoor Décor has been in the holiday lighting and décor business for over 100 years and in the state of Florida for over 40 years. We understand the scope of work laid out in the proposal request and are committed to and more than capable of successfully completing the workload with efficiency and a high level of customer service and professionalism.

GLOBAL DESIGN, LOCALLY SOURCED

We fuse global vision with local roots to offer Made-in-the-USA. high-quality designs that bring charm and warmth to main streets, town squares, and local gathering spaces.



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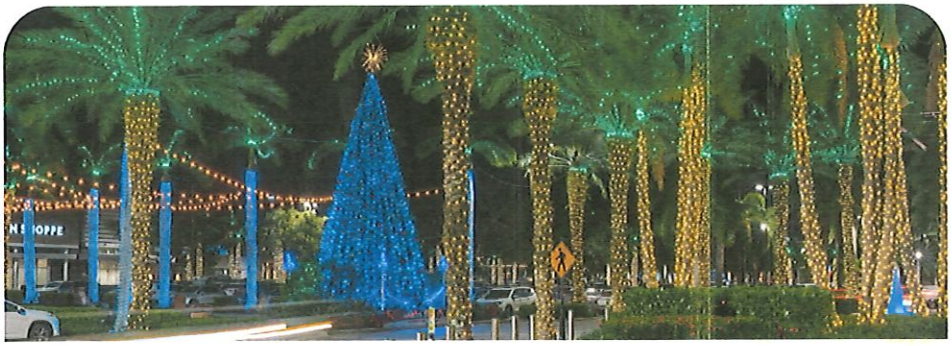
EXCEPTIONAL SERVICE

From concept to installation, take down, storage, and maintenance - we can handle it all so you can focus on what matters most: your city. We have worked with the City of Daytona Beach Shores in the past and we understand the logistics and how to coordinate the most efficient installation and removal process including:

- Power requirements and locations
- Traffic patterns and installation procedures tailored to each area
- Specialized procedures to maintain like-new conditions for term of contract of all custom designed displays & materials
- Decorators supervising installations to maintain visual design integrity of the displays
- Superior storage and handling of all materials
- Storage facility is a Category 5 rated structure – 30,000 Sq. Ft.
- Dedicated Service Department working proactively to eliminate the need for service requests

BROADEST RANGE OF OUTDOOR DECOR PRODUCTS

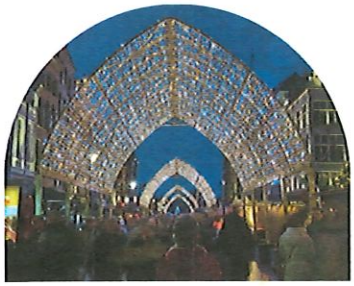
At Holiday Outdoor Decor, we transform ordinary spaces into extraordinary experiences with the most complete range of outdoor decor. Our customers have access to traditional decorations made in the USA, as well as the latest global designs and technology through our exclusive partnerships.



HOLIDAY outdoor decor

Proudly Manufactured in the USA

Complete range of traditional displays, banners, custom-designed installations and more



blachere illumination

Exclusive US Distributor

Elegant designer displays with an European touch



twinkly PRO

Preferred Partner

Cutting-edge smart lighting and lighting trees

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SUSTAINABLE PRACTICES

We are continuously striving for eco-friendly products that are good for the environment and look good on your streets.

Our Designer Series line by Blachere Illumination features:

RECYPRINT©
500 billion bottles of plastic are produced each year. That's an ocean of plastic. Every year, 8 million tons of waste end up in our oceans. It creates a mass of floating plastic equal to one-third the size of Europe. For us at Holiday Outdoor Decor, that's unacceptable. So, a program was developed that recycles plastic from the food industry to help create the material for our displays.
This method reduces greenhouse gas emissions and eliminates countless bottles from ending up in our oceans.

BIOPRINT©
How sugar cane became a biodegradable sweet spot. Our commitment to protecting the planet begins with innovation and ends with invention. Introducing Bioprint©. A fully recyclable biomaterial made from an extremely abundant organic material: sugar cane. The plant is turned into dehydrated bioethanol in our lab and arrives as granules in our workshop. These granules are dyed with natural colors, injected into our 3D printers and, in turn, produce our eco-friendly, biodegradable structures. From Earth to Earth, as they say.



8 plastic bottles are recycled into a 2.5' Snowflake. Also pictured is our Recyprint 3D Turtle Recycling Container

We appreciate the opportunity to submit our proposal and are confident in our ability to deliver exceptional products, services and results. Thank you for considering Holiday Outdoor Decor for this project.

Warm regards,

Boris Bajlovic, CEO

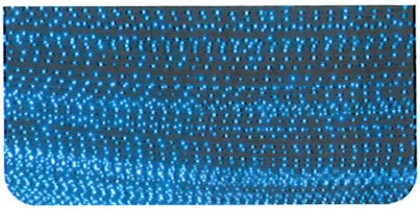
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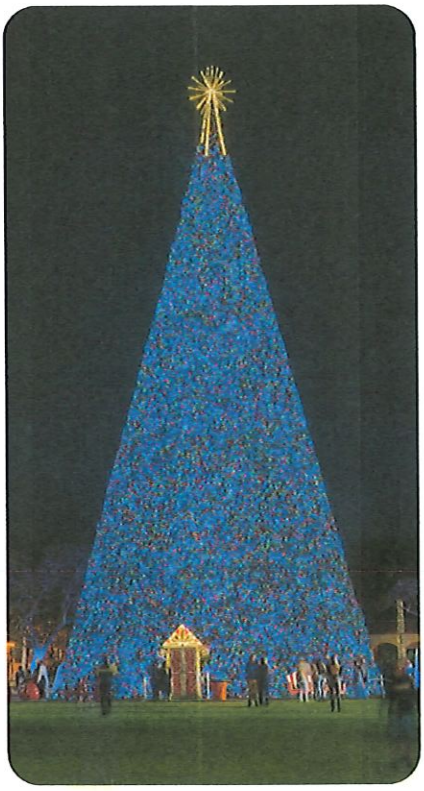
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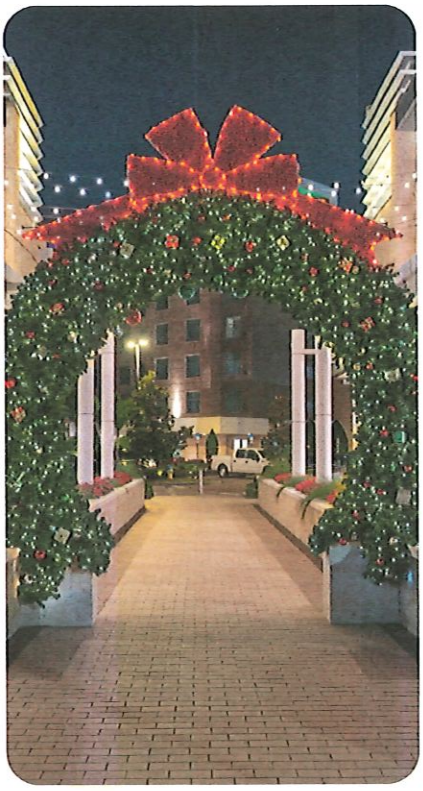
City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREETLIGHT POLESLEASE, INSTALLATION, REMOVAL AND STORAGE

TAB 2

COMPANY PROFILE









TRANSMITTAL LETTER

Main Contact: Bryce Eskes – Account Manager
Office Address: 725 Southridge Industrial Dr, Tavares, FL 32778
Direct Number: 352-364-9109
Email Address: BEskes@holidayoutdoordecor.com

Entity Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor
Principal Place of Business Address: 1053 N Plymouth St., Allentown, PA 18109
Current Mailing Address: 1053 N Plymouth St., Allentown, PA 18109
Principal in Charge: Boris Bajlovic – Chief Executive Officer
Email Address: bbajlovic@holidayoutdoordecor.com
Phone Number: 717-875-8268
Fax Number: 610-432-0242

Rileighs Outdoor, LLC dba Holiday Outdoor Decor has a local and national presence.

Florida Office Addresses:
725 Southridge Industrial Dr., Tavares, FL 32778
3124 NW 16th Terrace, Pompano Beach, FL 33064
1750 Australian Avenue, #A4, Riviera Beach, FL 33404

Our Florida offices, located in Lake County, Broward County, and Palm Beach County, consist of 50 year-round employees and approximately 150 seasonal employees. We have a fleet of bucket trucks and 40 crews on the road during the holiday season in the State of Florida.

Company is licensed/certified/permitted to do business in the State of Florida. Supplemental documentation will be included.

Current Workload: We currently successfully service over 300 accounts in the State of Florida, many of which are municipalities. With our resources, equipment, and experienced managers and crew we are well equipped to continue to work with the City of Daytona Beach Shores and meet all timeframes set by the City.

Legal Status: Partnership

Litigation: There has been no litigation or regulatory action filed against Holiday Outdoor Décor in the last ten (10) years.

Subcontractors will NOT be used on this project.

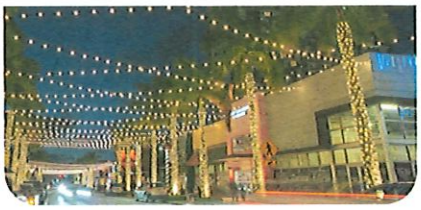
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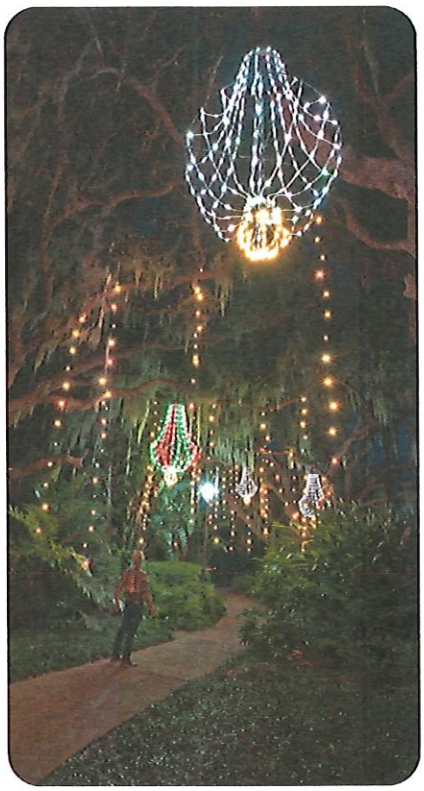
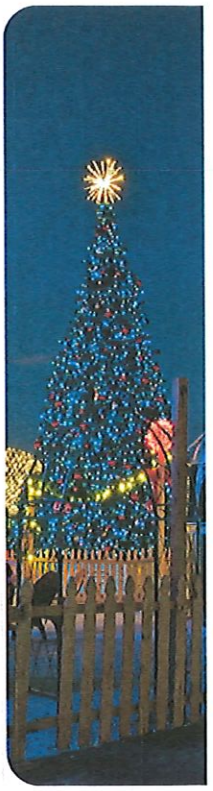
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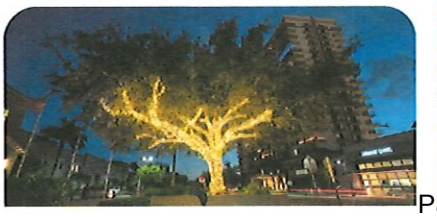
City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE, INSTALLATION, REMOVAL AND STORAGE

TAB 3

KEY PERSONNEL & PROJECT TEAM



KEY PERSONNEL - ORGANIZATIONAL CHART



BORIS BAJLOVIC
Chief Executive Officer



JOE CAMPBELL
Vice President of Florida Sales



SHERMAINE CLARK
Operations Manager



JACOB BJORBEKK
Director of Operations



SARAH KNOESS
Account Manager



BRYCE ESKES
Account Manager

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RESUMES



VICE PRESIDENT OF FLORIDA SALES: JOE CAMPBELL
Role: VP of Sales, Project Manager
Years of Experience: 28

- **Area of Expertise:** Customer Service, Operations, Holiday Program Development
- **Short Bio:** Joe has an impressive 28 years of experience in the commercial Christmas industry. He launched his career in 1997 with a focus on seasonal lighting installation and worked his way through various positions, from installation to warehouse management, and ultimately into the office. Since 2006, he has been at the helm of Sales, nurturing a thriving customer base.



ACCOUNT MANAGER: SARAH KNOESS
Role: Sales, Project Manager
Years of Experience: 7

- **Area of Expertise:** Customer Service, Project Management, Municipality Bids
- **Short Bio:** Since 2018, Sarah has been part of the commercial holiday sector, beginning her journey as a Sales Assistant and rising to the position of Account Manager with her own client portfolio. She excels in managing municipality bids and has prior experience as a Project Coordinator in an engineering firm. Sarah earned a Bachelor's degree in Communication and Public Relations.



OPERATIONS MANAGER/LEAD INSTALLER: SHERMAINE CLARK
Role: Project Manager, Lead Installer, Specialist/Trouble Shooter
Years of Experience: 25

- Area of Expertise: Operations, Installation, Product Knowledge
- Short Bio: With over 15 years as the lead installer, Shermaine manages all aspects of installation and removal. He is an adept problem solver with extensive product knowledge and holds MOT certification.



ACCOUNT MANAGER : BRYCE ESKES
Role: Sales, Project Manager
Years of Experience: 3

- Area of Expertise: Project Management, Customer Service
- Short Bio: Bryce has a strong background in account management, with years of experience in the holiday lighting and decor industry. Additionally, he brings nearly a decade of customer service experience from his time with the Walt Disney Company. Bryce is deeply committed to serving his community. He has been an active member of the Florida Army National Guard for the past two decades, proudly serving the citizens of Florida.

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RESUMES



DIRECTOR OF OPERATIONS: JACOB BJORBEKK

Role: **Director of Operations**

Years of Experience: 6

- **Area of Expertise:** Operations, Installation, Product Knowledge
- **Short Bio:** Having spent time on the road as an installer before advancing to Senior Installer, Installation Manager, and now Director of Operations, Jake has seen all the industry has to offer—and leverages that experience to optimize execution at every level.

The following is a short list of potential crew members including their years of experience:

Gerald Corey 28 years	**Chuck Williams** 28 years	**Mitch Daniels** 11 Years (MOT Certified)	**Chris Taylor** 17 Years (MOT Certified)
Keevin Porter 11 years (MOT Certified)	**Wilson Diaz** 8 years	**Donnie Clayborn** 5 Years	**Derron Bell** 5 Years

HOLIDAY OUTDOOR DECOR WILL NOT BE USING SUBCONTRACTORS ON THIS PROJECT.

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MANAGEMENT PLAN

At Holiday Outdoor Décor, we believe in a **hands-on, collaborative approach**. Our team will work closely with you every step of the way, ensuring that all details and logistics are meticulously planned and executed. We'll be dedicated to:

- **Working together:** We value open communication and will partner with you to understand your specific needs and requirements.
- **Planning:** We'll ensure every detail, from pre-installation checks to final setup, is carefully considered.
- **On-Time Installation:** We're committed to delivering your Holiday Program on November 17th -20th, single day install, minimizing any disruption to your operations.

Our commitment doesn't end with installation. We understand that ongoing support is crucial. That's why we're available to you via phone or email, even during those "odd hours." We're confident that our team's expertise and dedication will exceed your expectations and look forward to building a strong and lasting partnership with you.



DESIGN

We will review the scope of work and proposal with the team to ensure every detail meets the City of Daytona Beach Shore's standards.



INSTALLATION

The warehouse team oversees the installation of décor and lighting, ensuring that all items are properly loaded onto trucks and accounted for. Our experienced managers, each with two decades of expertise, will lead the installation teams. Each crew member will receive installation documentation that outlines power requirements and starting points, accompanied by descriptions and images of each area. Both installation and removal will take place within the specified timeframes.

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MANAGEMENT PLAN

MAINTENANCE

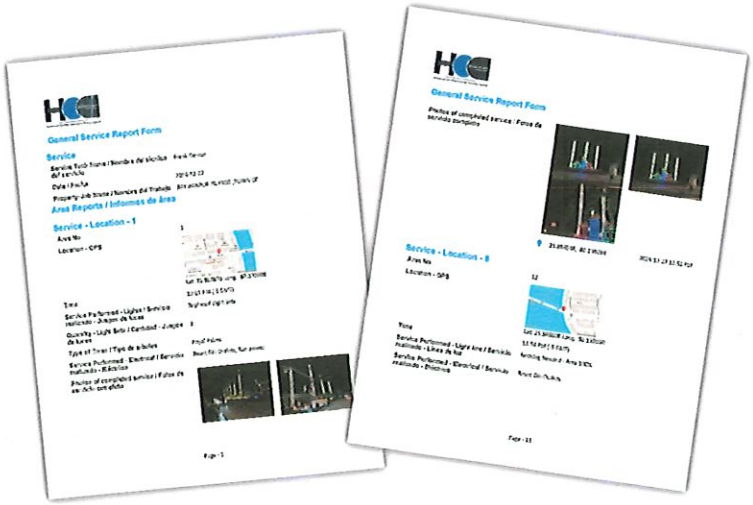
Our scope of work includes installation, service, removal and proper storage and off-season refurbishment throughout the term of the contract. During the off season we will quality check every item that is installed. Items will be refurbished and well maintained to keep a like-new appearance for the entirety of the contract. All lights and décor will be commercial grade which minimizes outages. All light bulbs and hardware can be replaced on site. We have an inventory of displays should we need to replace one in the interim.

EMERGENCY REPAIRS

Our dedicated service department will provide routine service and work proactively to eliminate the need for service requests. For Holiday programs, service is provided from the time of light up until December 31st. For damage done by landscapers, vermin or vandals, customer will be charged for products replaced. To notify us, day or night, of a service need, please use the link below.

To guarantee your peace of mind, our technicians are equipped with tablets and a specialized reporting system. This allows them to document completed work with photos, providing you with clear visual confirmation that your lights are shining brightly and no further action is required.

Service Email Address: servicefl@holidayoutdoordecor.com
Service Online Form: Install Service Request



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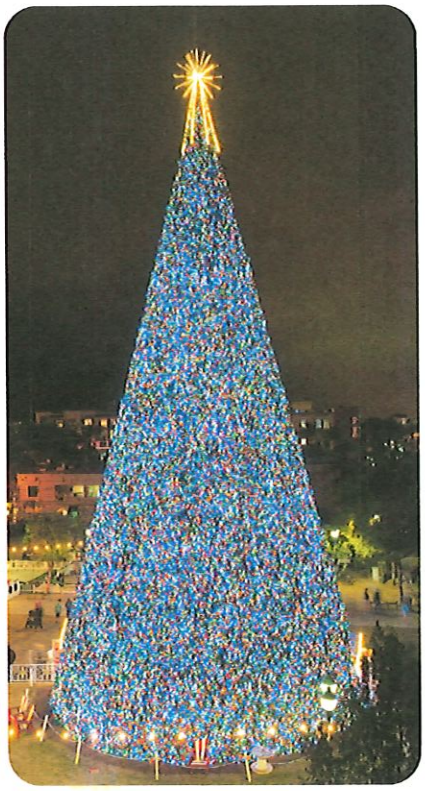
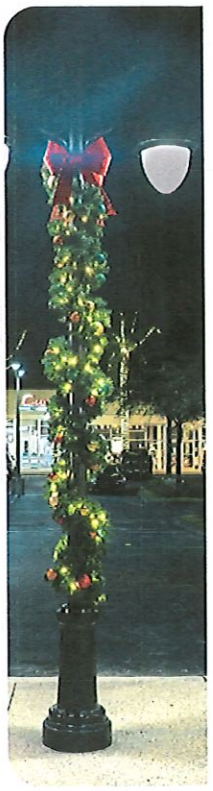
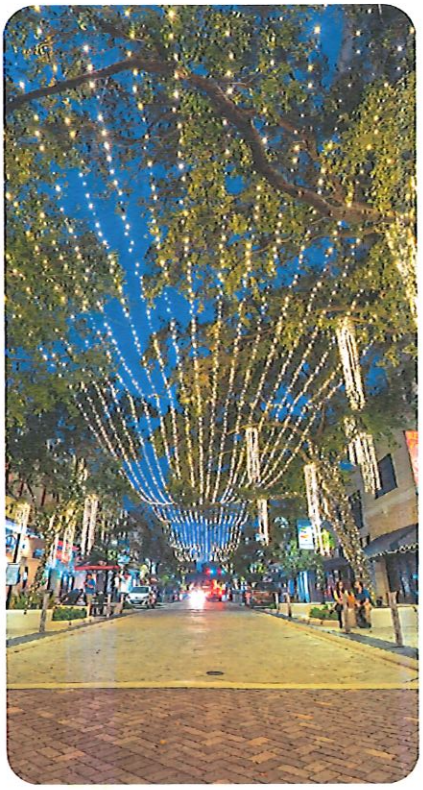
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City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE, INSTALLATION, REMOVAL AND STORAGE

TAB 4

SIMILAR PROJECTS & REFERENCES



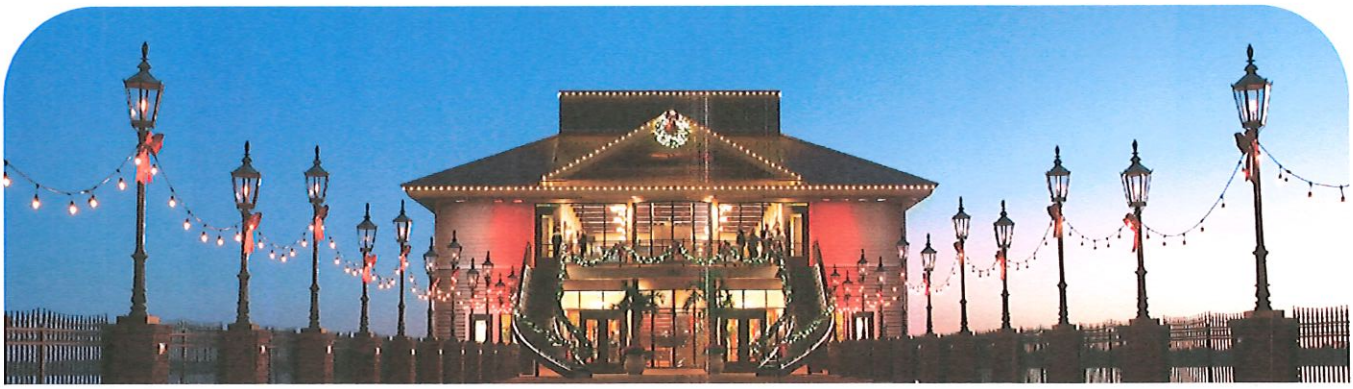




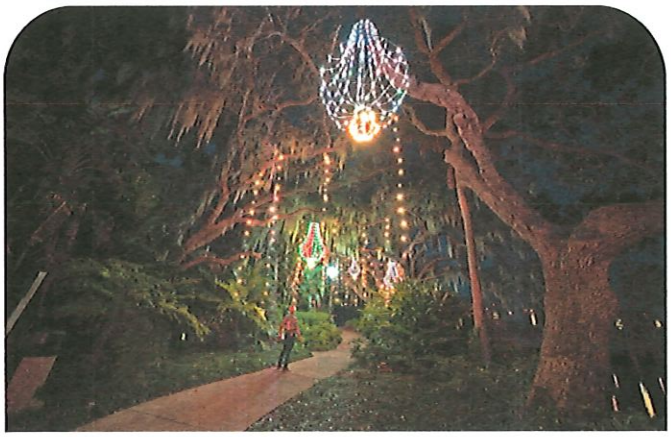


REFERENCES

CITY OF TAVARES | FL

PROJECT CONTACT	**SCOTT ALDRICH** Community Services Manager – (352) 742-6477
ADDRESS	201 E Main Street, Tavares, FL 32778
EMAIL	saldrich@tavares.org
SEASONS SERVICED	6+ Years
DESCRIPTION	Installation of custom light displays, streetlight decorations, 30' Christmas Tree, 21' Tree of Lights honoring veterans, 3D Displays, complete exterior and interior of their Pavilion, garland, wreaths, heavily wrapped branch trees through out the park, palm trees along Main Street and main Entrance driveway. Work performed within time frames.
KEY PERSONNEL	Joe Campbell, Christopher Rapuzzi, Sarah Knoess.
ANNUAL PROJECT BUDGET	**$190,000.00**







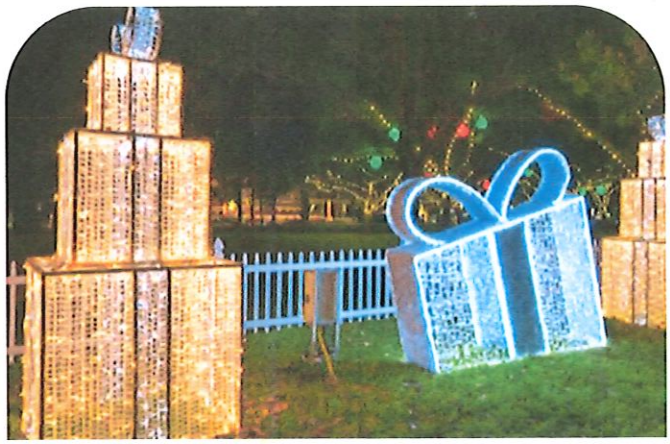
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REFERENCES

CITY OF SAINT PETERSBURG | FL

PROJECT CONTACT	**ANGELA FARBER** Parks and Recreation – 727-892-5874
ADDRESS	1400 19th St. North St. Petersburg, FL 33713
EMAIL	angela.farber@stpete.org
SEASONS SERVICED	25+ Years
DESCRIPTION	Install, maintain, and remove holiday décor in a 3-block area near the pier in Straub Park, also included is a 42' holiday tree. and lights in downtown square and city hall area.
KEY PERSONNEL	Joe Campbell, Shermaine Clark, Bryce Eskes
ANNUAL PROJECT BUDGET	$150,000.00







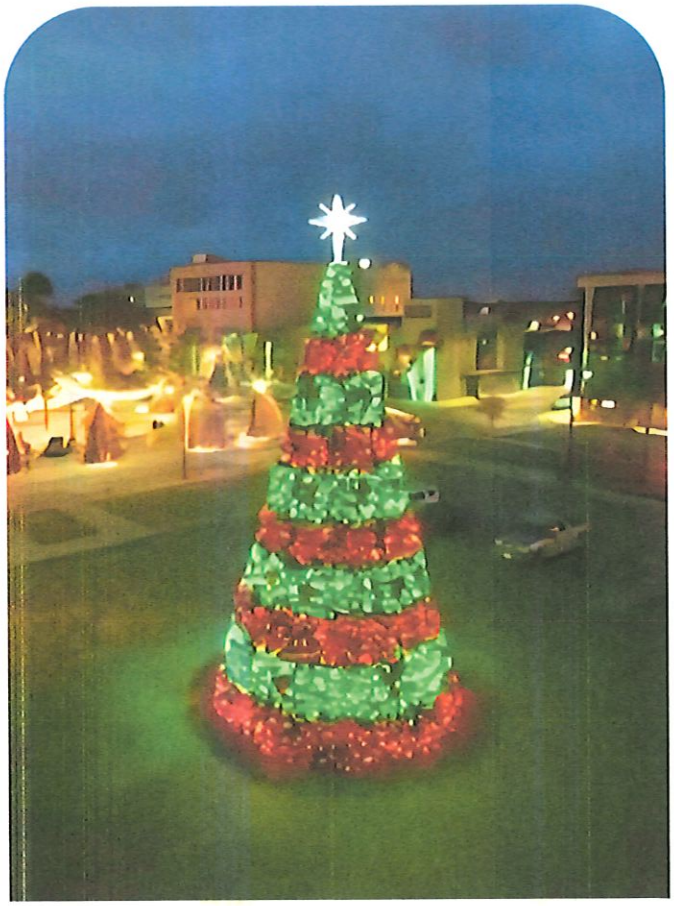
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REFERENCES

CITY OF OCALA | FL

PROJECT CONTACT	**KATHERINE STEWART** CAP – 352-368-5517
ADDRESS	828 NE 8th Avenue, Ocala, FL 34470
EMAIL	kstewart@ocalafl.org
SEASONS SERVICED	17+ Years
DESCRIPTION	Installation of a 50' Tree. Decoration of more than 350 poles with garland, tree light sets and interactive displays in downtown square and city hall area.
KEY PERSONNEL	Shermaine Clark, Joe Campbell, Bryce Eskes
ANNUAL PROJECT BUDGET	**$150,000.00**





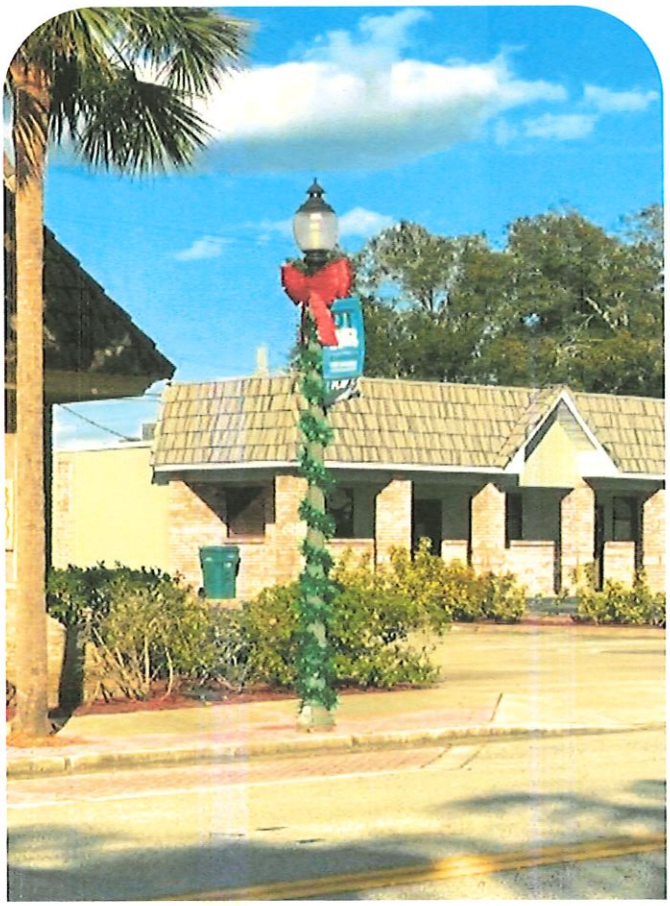
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REFERENCES

CITY OF MELBOURNE | FL

PROJECT CONTACT	**KIM AGEE** Executive Director – (321) 724-1741
ADDRESS	2004 Vernon Place, Melbourne, FL 32901
EMAIL	kim@downtownmelbourne.com
SEASONS SERVICED	2+ Years
DESCRIPTION	Installation of 20' Christmas tree, two large fiberglass displays, PVC Garland, and over 180 Red Glitter Bows.
KEY PERSONNEL	Sarah Knoess, Shermaine Clark
ANNUAL PROJECT BUDGET	**$30,000.00**





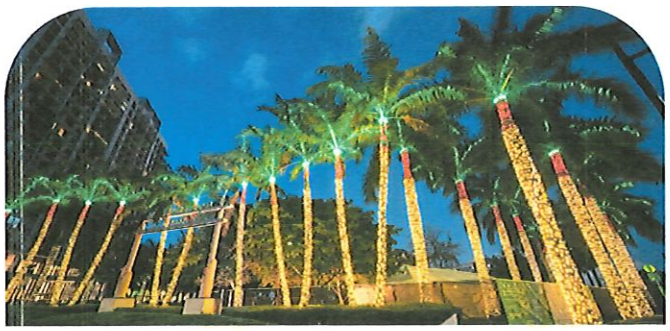
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REFERENCES

CITY OF DORAL | FL

PROJECT CONTACT	**DIANA MALDONADO** Assistant Village Manager -- (305) 593-6600 ext. 5023
ADDRESS	8401 NW 53 Terrace, Doral FL 33166
EMAIL	diana.maldonado@cityofdoral.com
SEASONS SERVICED	6+ Years
DESCRIPTION	Installation of a 30' Christmas Tree, custom LED Archway, Seasons Greetings Display, over 40 LED Pole Stars throughout the tree's foliage, extensive palm tree and branch tree lighting in several colors, garland on poles around the park. Work performed within the time frames.
KEY PERSONNEL	Sarah Knoess, Joe Campbell, Christopher Rapuzzi
ANNUAL PROJECT BUDGET	**$ 150,000.00+**





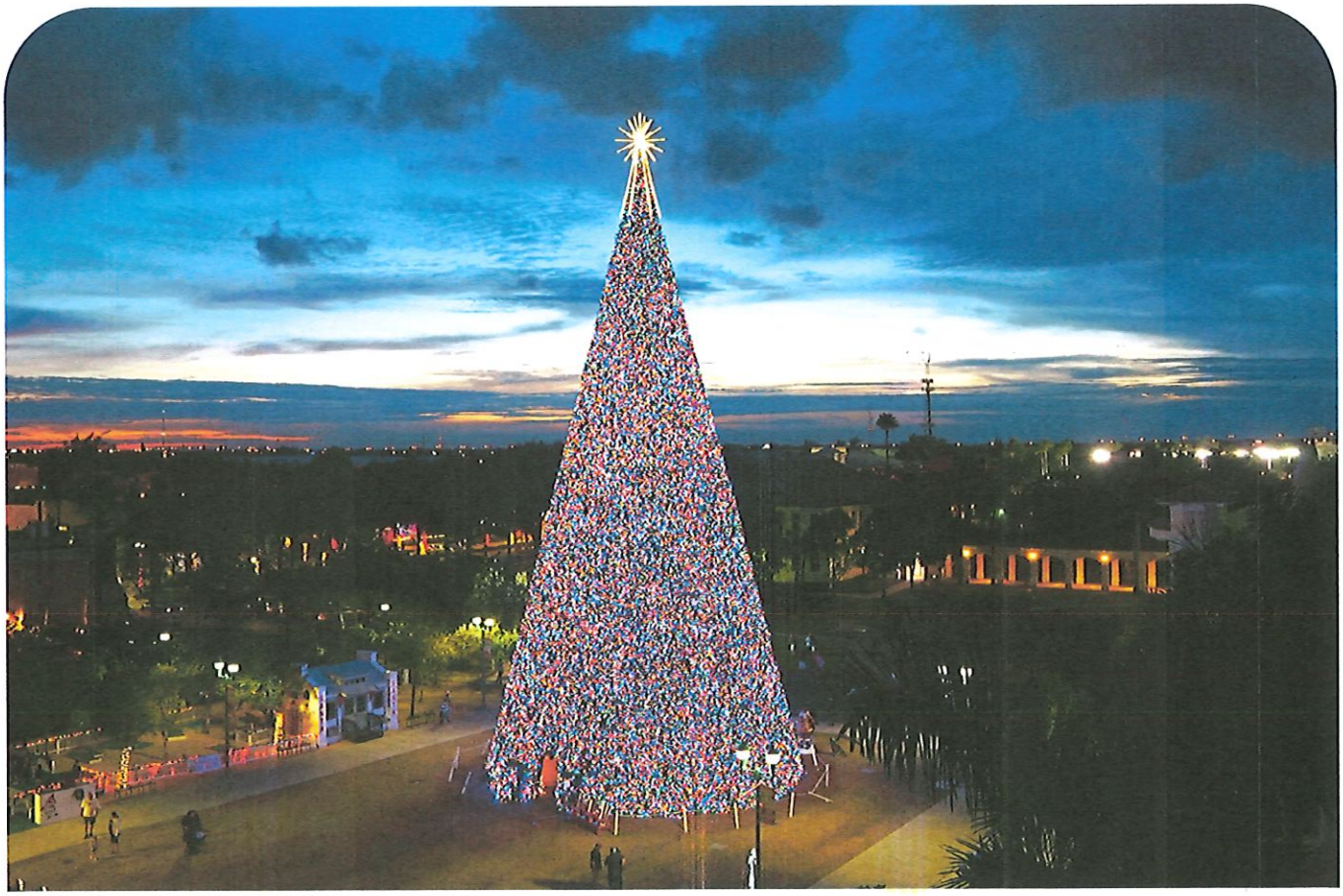


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REFERENCES

CITY OF DELRAY BEACH | FL

PROJECT CONTACT	**ISAAC KOVNER** Principal Engineer & Project Manager – (561) 243-7341
ADDRESS	434 S Swinton Ave, Delray Beach, FL 33444
EMAIL	kovner@mydelraybeach.com
SEASONS SERVICED	5+ Years
DESCRIPTION	Installation and Removal of 100' Christmas Tree. The largest tree in the state of Florida.
KEY PERSONNEL	Joe Campbell, Christopher LaFave, Chris Taylor
ANNUAL PROJECT BUDGET	+$120,000.00



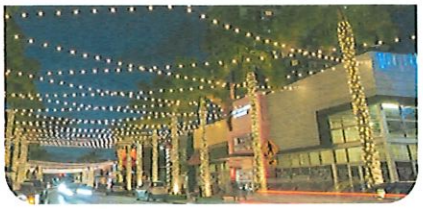
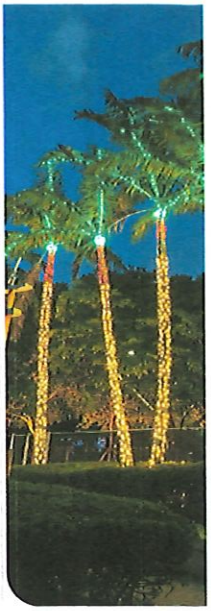
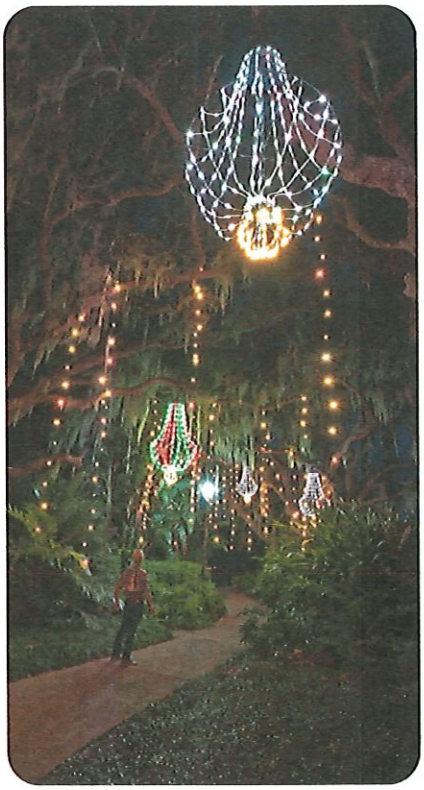
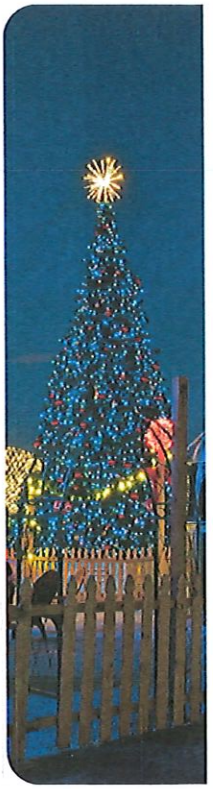
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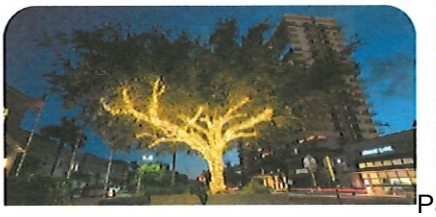
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City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE,
INSTALLATION, REMOVAL AND STORAGE

TAB 5

PROPOSAL

PROPOSAL | HOLIDAY PROGRAM 2025

AREA 1 | ATLANTIC AVENUE AND DUNLAWTON BOULEVARD

INSTALL HIGHLIGHT

For the 94 lamp poles along Atlantic Avenue and Dunlawton Boulevard

Option 1: Festive Star Snowflakes $17,390.00
Option 2: Mia/Giver Snowflakes $23,500.00



PRODUCTS IN THIS AREA

FESTIVE STAR SNOWFLAKE





PRODUCTS IN THIS AREA

MIA SNOWFLAKE

GIVRE SNOWFLAKE

Additional decor options are available upon request.

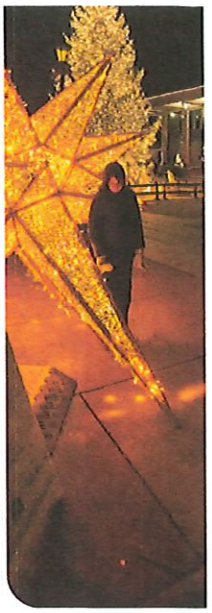
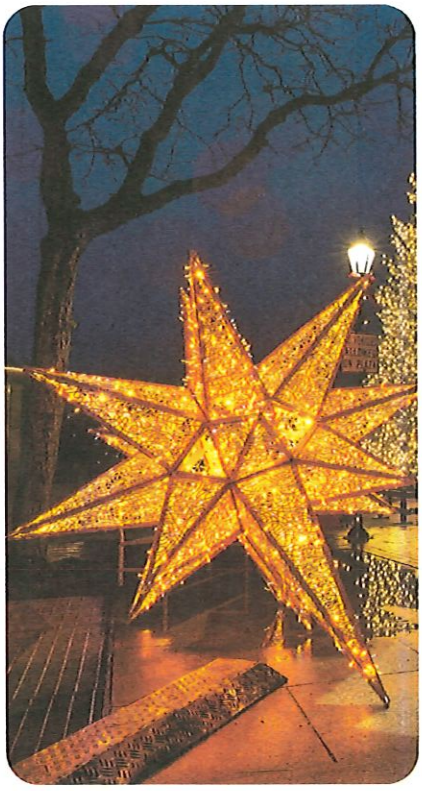
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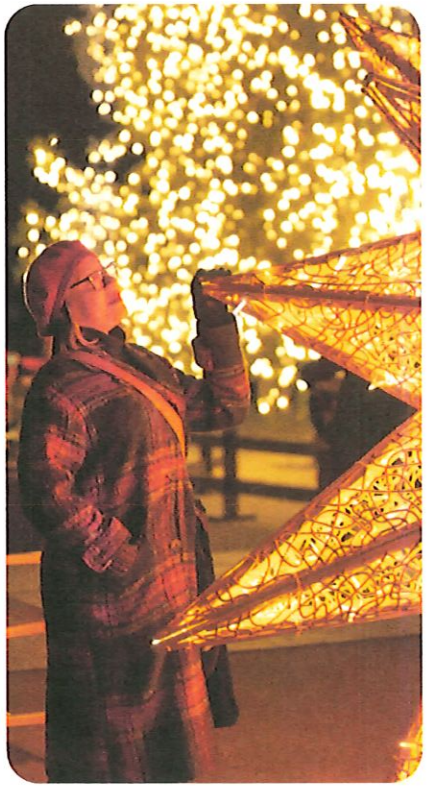
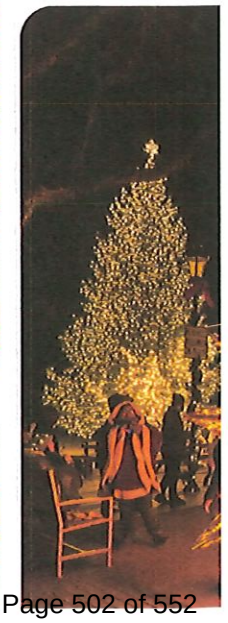
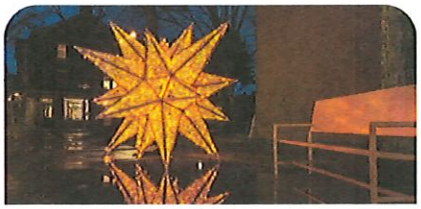
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City of Daytona Beach Shores
HOLIDAY DECORATIONS FOR CITY STREET LIGHT POLES LEASE, INSTALLATION, REMOVAL AND STORAGE

TAB 6

ADDITIONAL DATA

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rileighs Outdoor, LLC

2 Business name/disregarded entity name, if different from above.

dba Holiday Outdoor Decor

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1053 N Plymouth Street PO Box 4365

6 City, state, and ZIP code

Allentown, PA 18109 Bethlehem, PA 18018

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	3	1	6	6	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Thomas A Pogash **Date** 1/14/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 CN142816341--GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Insurance America, Inc.	24554
INSURED Rileighs Outdoor LLC & Trendline Capital Equity Partners I, LP PO Box 4365 Bethlehem, PA 18018	INSURER B : XL Specialty Insurance Company	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-007181616-05 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GGG7479259	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GGA7479260	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			GWG7479258 (IL MN PA WI TX FL)	05/01/2024	05/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
EXAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 379-14680

Business Name: CHRISTMAS DESIGNERS FLORIDA

Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS,DEC)

Owner Name: RILEIGHS OUTDOOR LLC

Business Location: 3124 NW 16TH TER
POMPANO BEACH

Business Phone: 954-973-4225

Business Opened: 08/30/1985

State/County/Cert/Reg:

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CHRISTMAS DESIGNERS FLORIDA
3124 NW 16TH TER
POMPANO BEACH, FL
33064-1409

Receipt #WWW-23-00290607
Paid 09/13/2024 45.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg:

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

Signature

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-23-00290607
Paid 09/13/2024 45.00

2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 06, 2024
Secretary of State
3410073044CC

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109

Current Mailing Address:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	CHESKEY, CARTER	Name	CASCIANO, DAN
Address	1053 N PLYMOUTH ST.	Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109	City-State-Zip:	ALLENTOWN PA 18109
Title	CEO	Title	AUTHORIZED REPRESENTATIVE
Name	BAJLOVIC, BORIS	Name	POGASH, THOMAS A
Address	1053 N PLYMOUTH ST.	Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109	City-State-Zip:	ALLENTOWN PA 18109

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE:THOMAS A. POGASH — AUTHORIZED REPRESENTATIVE — 03/06/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

An official website of the United States governmentHere's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name Rileighs Outdoor, LLC

Doing Business As (DBA) Name
Holiday Outdoor Decor

Company ID
2079163

Enrollment Date
Feb 09, 2023

Employer Identification Number (EIN)
833166513

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
454

Sector
Retail Trade

Subsector
Nonstore Retailers

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1053 N Plymouth Street
Allentown, PA 18109

Mailing Address

PO Box 4365
Bethlehem, PA 18018

Edit Company Addresses

Hiring Sites

Number of Sites

4

Edit Hiring Sites

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

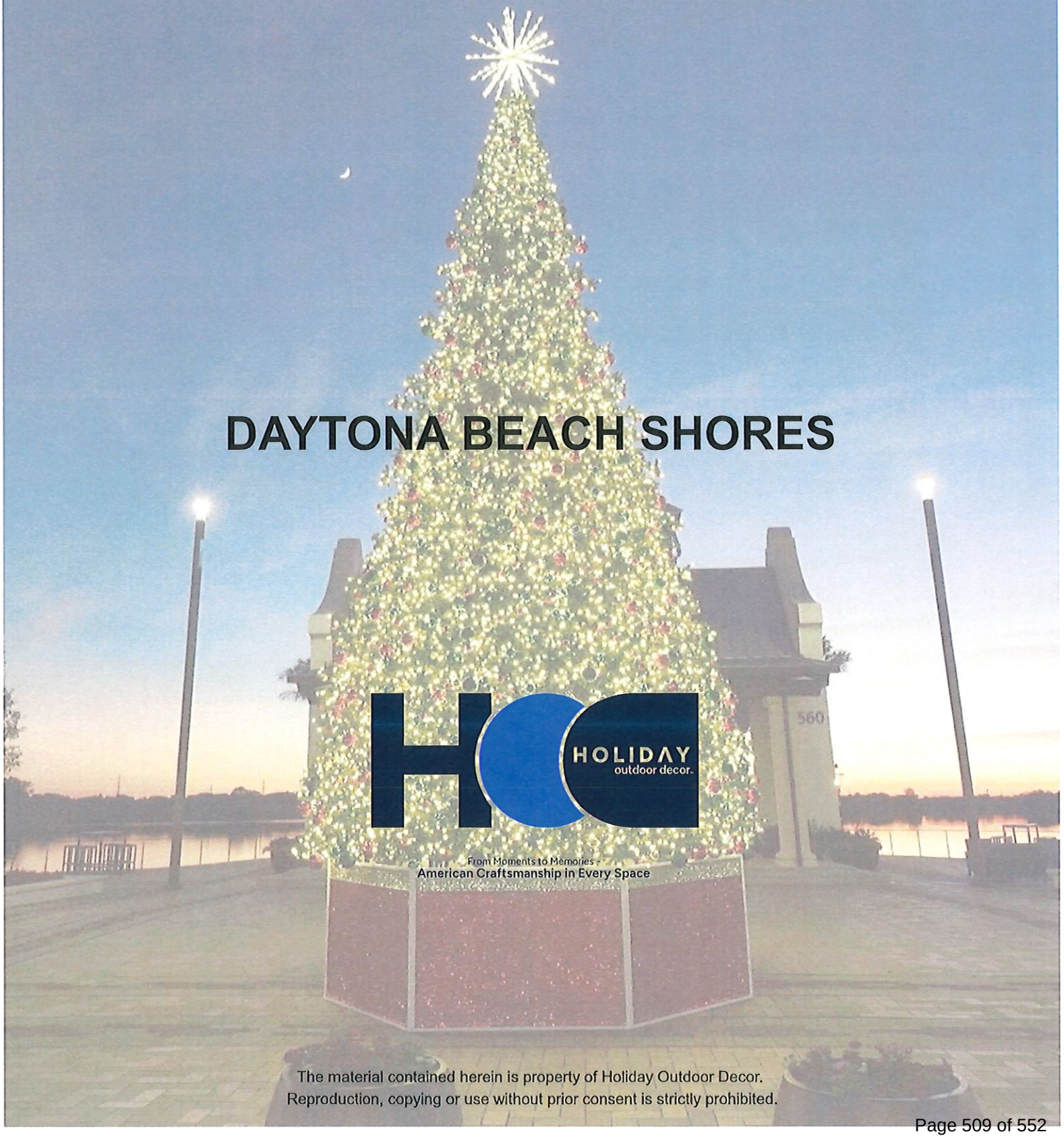
Memorandum of Understanding

View Current MOU

Date: 2025-05-20
Quote number: 00022175

Holiday Program

DAYTONA BEACH SHORES 2025-2027 LEASE



DAYTONA BEACH SHORES

HOLIDAY
outdoor decor.

From Moments to Memories -
American Craftsmanship in Every Space

The material contained herein is property of Holiday Outdoor Decor.
Reproduction, copying or use without prior consent is strictly prohibited.

Holiday Program | General Terms

No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, ***Please note;*** *Customer is responsible for turning power on during installation and service.*

Holiday Outdoor Decor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.

All tree and hedge trimming to be completed before the 1st week in September. *If not completed at time of installation, additional charge may incur.*

If your proposal includes an exterior artificial tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.

Lighting installation may begin the 1st week of September with other jobs in the area.

All visual decorations will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made. **Online Ticket Portal**

All decor will be serviced throughout the season from "turn on" through December 31st upon notification from Customer of non-functioning decor .

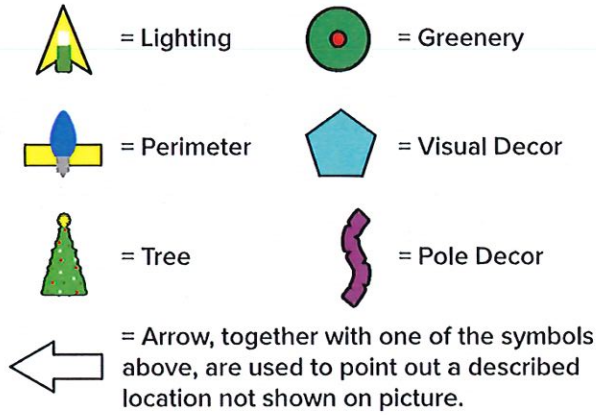
Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.

Removal of holiday lighting will begin the 1st week of January and be completed by the 2nd week of February.

All visual decorations will be removed no later than January 20th.

Legend

EXPLANATION OF SYMBOLS



Holiday Program | Terms

Payments: Balances over 30 days will incur a 1.5% finance charge per month. Sales Tax and County Tax will be applied on Final Invoice unless a Tax-Exempt Certificate is provided beforehand.

Acceptance: **All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.**

General Terms & Conditions https://holidayoutdoordecor.com/terms-conditions/
The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may bewithdrawn if not accepted within 30 days.

To lock in current pricing, please ask for a multi-year proposal. Note that changes to displays or design under a multi-year agreement may inquire additional charge.

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Holiday Program | Customer Awareness

Electrical Specifications
Customer is responsible to provide electrical outlets within a reasonable safe distance for areas to be lit and have an electrician verify that there is enough power available per outlet and circuit for the Holiday Program. Each Holiday Program includes electrical requirements, please contact us if additional specifications are needed. Our Sales team will always do their best to quote lighting where there is visible power or highlight the lack of it.
Holiday Outdoor Decor is happy to assist with any questions.

Tree/Hedge Trimming
For Holiday Program to be installed in a timely manner, all tree trimming must be completed by the 1st week of September and hedges by November 1st. If trimming is not completed at time of installation, additional charge may incur.

Sprinkler System
When holiday lights or Outlets get wet from rain or sprinkler systems the GFCI will trip and need to be reset, see below. Please have your sprinkler times changed to a time when the lights are off, we recommend early morning.

Dedicated Service Department
At Holiday Outdoor Decor, we pride ourselves on our Holiday Programs and service to our customers. For Holiday Programs, Service is provided from the time of light up until December 31st. For damage done by landscapers, vermin or vandals; Customer will be charged for products replaced. To notify our dedicated Service Department for need of service, please use the link below.

For assistance, visit: **Online Ticket Portal**

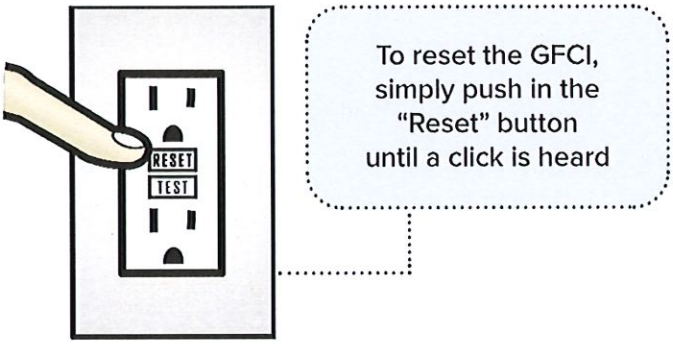
Connecting/Light Up of Holiday Lights - Disconnecting/Removal of Holiday Lights
Let us know in advance when you would like the lights turned on/plugged in, so we can schedule our crew for a final check and ensure everything is working accordingly.
All holiday lights will be disconnected the 1st week of January. Actual removal of holiday lights will begin the 2nd week of January and completed by the 2nd week of February. For further clarification, please call us.

Holiday Program | Troubleshooting Guide

Lights are on 24 hours a day
If the lights remain lit 24 hours a day, the main cause is the electrical infrastructure not being hooked up to a permanent timer or photocell. If timers are needed, contact your Salesperson for availability and rental cost.

In-Use Bubble Covers on Electrical Outlets
We recommend In-Use Bubble Covers on all Electrical outlets being used for the Holiday Program. In-Use Bubble covers aid in preventing the outlets from getting wet, which causes the GFCI to trip, while in use.

GFCIs - Ground Fault Circuit Interrupters
A GFCI, or ground fault circuit interrupter, is an automatic device that offers personal protection against electrical shock. The GFCI will trip when the receptacle and/or holiday lights become wet, which will cause your lights to go out. GFCI's will not operate in rain or when sprinklers are running. GFCI's will only reset when the entire electrical system is dry, and the power / timer is on.
Customer is responsible for resetting GFCI outlets.



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Proposal Summary

DAYTONA BEACH SHORES

DAYTONA BEACH SHORES 2025-2027 LEASE

Description	Extended Description	Price	QTY	Subtotal
Mia Snowflake Pole Mount, Blue and Cool White LED 3.2 x 3.2 LED Blue Bioprint	Client has the ability to change Snowflake Design within proposal at no additional cost.	$250.00	94	$23,500.00

Subtotal **$23,500.00**

3 Year Agreement

ACCEPTANCE

Payment Terms

Contract Price is per year. After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR).
Subtotal is not including sales tax, applicable Sales Tax will be added to final Invoice.
Deposit invoice, as noted above, will be sent following acceptance.
By signing you are accepting all Terms and Conditions.

Download W9 Forms

Is your organization Tax Exempt? ◯ Yes ◯ No

Holiday Outdoor Decor

DAYTONA BEACH SHORES

Tom Brown TOM BROWN

Bryce Eskes

CITY OF DAYTONA BEACH SHORES
2990 S. ATLANTIC AVE
Daytona Bch. Shores, Florida, 32118

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Selection Committee

Holiday Decorations
May 15, 2025
11:00 am

Present: Stewart Cruz, Kurt Swartzlander, Tom Brown, Ryan Lamberson, Cheri Schwab

Two of the five bidders came in within the budgeted amount for decorations ($17,500), Rileighs Outdoor and We Hang Christmas. Rileighs Outdoor actually is d/b/a Holiday Outdoors who the city has had a leasing contract with for the past few years. This year, the contract ended so the city went out for bids.

Tom and Ryan both favored Rileighs suggested decoration over We Hang Christmas and they had a sample snowflake decoration (white with blue lights) from the rep. It was determined to only utilize one decoration on all the poles for a more uniformed look. The City Manager preferred the snowflake with white and gold lights and a sample will be requested. If utilized, this decoration is slightly more expensive ($23,500). Both options will be taken to the next city commission meeting for a vote.

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval Of Emergency Purchase Contract For Sewer Lift Station 5 Submersible Pump

SYNOPSIS:

Daytona Beach Shores Sewer Lift Station 5, located at 134 Chershire Road, is designed to operate with two submersible pumps, which were both installed in 2004. One of the pumps recently failed and was removed for diagnosis. The diagnosis revealed several issues with the pump, which would cost $102,244.28 to repair, whereas purchasing a new replacement pump would cost $129,777.43, plus freight (see attached quote from Stewart's Electric Motor Works, Inc).

KEY CONSIDERATIONS

1. Although the station is currently operating with the one remaining pump, this is not efficient and can create long-term issues.
2. If the remaining pump fails, the lift station bypass pump may not be able to provide continued services as needed, leading to potential environmental and health issues.
3. Lift Station 5 is the second largest in the City, servicing S. Atlantic Avenue (2000 - 2900 block), Florida Shores Boulevard and other side streets.
4. The failed pump in question was installed in 2004.
5. The average life span of a submersible pump is 8–15 years.
6. The failed pump has been rebuilt multiple times previously and seen its useful life.

Pursuant to the emergency purchasing provisions of the Daytona Beach Shores procurement regulations, Ordinance 2023-13, Sec. 2-9(i)(2), Staff is recommending the City Commission approve the emergency purchase contract for the acquisition of a new pump Sewer Lift Station 5 and waive the normal bid process for this item as the following criteria are met:

Ordinance 2023-13, Sec. 2-9(i)(2), Emergency purchase. An emergency exemption occurs when:
a) certain conditions might adversely affect the life, health, safety and welfare of City employees, or citizens of the City, **Staff Comment: Criterion Met**
b) when City property or equipment are endangered, **Staff Comment: N/A**
c) when it is necessary to maintain or restore vital services, or **Staff Comment: Criterion Met**
d) situations arise which may cause major financial impact to the City should immediate action not be taken. **Staff Comment: Criterion Met**

NOTE: This is a budgeted item.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends:

1. The City Commission waive the bid process for this emergency purchase.
2. Approval of Emergency Purchase Contract with Stewart's Electric Motor Works, Inc. for the purchase of a new submersible pump for Lift Station 5 in the amount of $129,777.43, plus freight.
3. Authorize the Mayor or City Manager to execute the contract to effectuate the emergency purchase.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve (i) a waiver of the bid process for this emergency purchase; (ii) approve the emergency purchase contract with Stewart's Electric Motor Works, Inc. for the purchase of a new submersible pump for Lift Station 5 in the amount of $129,777.43, plus freight; and (iii) authorize the Mayor or City Manager to execute the contract to effectuate this emergency purchase."

ATTACHMENT:

1. Emergency Purchase Contract-Stewart's Electric Motor Works, Inc-List Station Pump-6-2-25
2. Exhibit A-Emergency Purchase-Stewart's Electric Motor Works, IncStation 5-SEMW Quote #24703 110 HP Flygt
3. Emergency Request Email- Deputy Director Public Works-5-30-25
4. 24703 Daytona Beach Shores Preliminary Inspection

CITY OF DAYTONA BEACH SHORES'
EMERGENCY PURCHASE AGREEMENT FROM
STEWART'S ELECTRIC MOTOR WORKS, INC.

THIS AGREEMENT FOR EMERGENCY PURCHASE is made and entered into this day of _____, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and Stewart's Electric Motor Works, Inc., a Florida Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

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

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

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

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

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

WHEREAS, this purchase is made under Sec. 2-9(i)(2) of the Daytona Beach Shores City Code which provides for emergency purchases when:

a. Certain conditions might adversely affect the life, health, safety and welfare of city employees, or citizens of the city,
b. When city property or equipment are endangered,
c. When it is necessary to maintain or restore vital services, or
d. Situations arise which may cause major financial impact to the city should immediate action not be taken.

WHEREAS, under the Daytona Beach Shores City Code, in the case of an emergency, the city manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases and the circumstances of the emergency shall be submitted to the city commission at the next commission meeting after the purchase and the termination of the emergency. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance

with city policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established purchasing procedures.

WHEREAS, the circumstances of this emergency are: One of the two submersible pumps needed to operate Sanitary Sewer Lift Station 5 has failed thereby causing (a) certain conditions that might adversely affect the health, safety and welfare of the citizens of Daytona Beach Shores, (b) it is necessary to purchase a new submersible pump under the emergency purchase authority of the City Commission to maintain vital services; and (c) this emergency situation may cause major financial impact to the city should immediate action not be taken; and

WHEREAS, the City Commission finds that the above circumstances constitute an emergency that qualifies for an emergency purchase.

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

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

2. Emergency Purchase. This Agreement is an emergency purchase from Stewart's Electric Motor Works, Inc. that qualifies as an emergency purchase under the City Code of the City of Daytona Beach Shores and the .

3. **Equipment/Price.** Contractor agrees to furnish the equipment more fully described in the attached Exhibit "A" at the price more fully described in the attached Exhibit "A".

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains

public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

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

8. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal

year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

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

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

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

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

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

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

A. None.

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 13 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

Nancy Miller, Mayor

APPROVED AS TO FORM

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

Exhibit "A"

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

JOB ESTIMATE

Job No:	024703
Date:	5/28/2025
Page:	1 of 3

Sold To:	Customer Number: CI0046 **CITY OF DAYTONA BEACH SHORES** 2990 S ATLANTIC AVENUE DAYTONA BEACH SHORES, FL 32118 Phone: 000-000-0000 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000099 **CITY OF DAYTONA BEACH SHORES** 134 CHESHIRE ROAD DAYTONA BEACH SHORES, FL 32118 Phone: --

Job Number	Receipt Date	Sales Code	Job Type	Ship Via	Terms
024703	04/04/25	BK	PUMPS	Default	NET 30 DAYS
Purchase Order:	PO REQUIRED	**PO Release:**		**Misc Number:**	

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data:		
		MFG:FLYGT, MODEL #:3231/665.0261105,		
		HP/KW:110		
		Special Instructions:		
		INSPECT/QUOTE		
		OLD JOB 24126 (11-26-2024)		
		CUSTOMER STATES PUMP MAKING		
		NOICE MECHANICAL		
		DISMANTLE & ANALYZE PUMP		
		MEASURE MECHANICAL FITS		
		STEAM CLEAN & BAKE STATOR		
		PERFORM ELECTRICAL TEST		
		STRIP OUT THREE PHASE WINDINGS		
		REWIND 6 LEAD STATOR		
		RESIN TREAT STATOR WINDINGS		
		CLEAN ALL PARTS		
		REPAIR DRIVE END SEAL AREA		
		WELD AND MACHINE DE JOURNAL		
		REPAIR DRIVE END HOUSING		
		FABRICATE IMPELLER WEAR RING		
		REMOVE BROKEN BOLTS		
		COAT IMPELLER WITH ENECON MATERIAL		
		DYNAMIC BALANCE ROTOR		
		ASSEMBLE PUMP		
		TEST RUN AC PUMP MOTOR		
		PAINT		

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Est. Total:	Continued...

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

JOB ESTIMATE

Job No:	024703
Receipt Date:	5/28/2025
Page:	2 of 3

Sold To:	**Ship To:**
Customer Number: CI0046 **CITY OF DAYTONA BEACH SHORES** 2990 S ATLANTIC AVENUE DAYTONA BEACH SHORES, FL 32118 Phone: 000-000-0000 Fax: 000-000-0000	Ship To Number: 000099 **CITY OF DAYTONA BEACH SHORES** 134 CHESHIRE ROAD DAYTONA BEACH SHORES, FL 32118

Job Number	Receipt Date	Sales Code	Job Type	Ship Via	Terms
024703	04/04/25	BK	PUMPS	Default	NET 30 DAYS
Purchase Order:	PO REQUIRED	**PO Release:**		**Misc Number:**	

QTY	Item Number	Description/Notes	Unit Price	Extended
	BRG-NJ219ETVP2C3	NJ219-E-TVP2-C2 FAG BEARING		
	BRG-7319B-5GC3FY	KOYO 7319-5GC3FY (BALL GUIDED CG)		
	BRG-NU313RFYC3	ROLLER BEARING		
	C-3300	NEW UPPER FLYGT SEAL 3300		
	C-3300	NEW LOWER FLYGT SEAL 3300		
	C-3231KT	O-RING KIT FOR FLYGHT HYDRAULIC UNIT		
	R-665DUBKT	DRY END O RING KIT FOR FLYGT, 665 DRIVE		
	596 95 00	SLEEVE, CR		
	685 86 00	PLATE, TERMINAL		
	518 89 02	DETECTOR, LEAKAGE UNIT FLS		
	648 55 00	DETECTOR UNIT PT-100		
	83 53 70	TERMINAL BLOCK		
	94 19 85	CABLE, SUBCAB 3X50+2G35/2+S(2X0.5) 36MM		
	94 19 20	CABLE, SUBCAB 12X1.5 19.7MM		
	621 10 00	IMPELLER, C 460MM CI 3231		
	631 10 00	RING, GUIDE CI		
	94 17 40	CABLE, CONTROL 4X0.96		
	631 07 00	HOUSING, OIL CI		
	610 86 00	COVER, BEARING CI		
	562 61 00	SUPPORTING POLY WASHER, 3231		
	611 11 01	PIPE, BRASS		
	384 63 00	RING, WEAR STATIONARY, 3231		
	518 89 02	DETECTOR, LEAKAGE UNIT FLS		
	611 05 00	SEAL HOLDER		
	WIND	WINDING MATERIAL		
	MISC. MACHINE	MISC. MACHINE MATERIAL		
	MISC. MATERIAL	MISC. MATERIAL		

Repair estimate valid for 30 calendar days from the above date.

Est. Total:	Continued...

Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

JOB ESTIMATE

Job No:	024703
Receipt Date:	5/28/2025
Page:	3 of 3

Sold To:	Customer Number: CI0046 **CITY OF DAYTONA BEACH SHORES** 2990 S ATLANTIC AVENUE DAYTONA BEACH SHORES, FL 32118 Phone: 000-000-0000 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000099 **CITY OF DAYTONA BEACH SHORES** 134 CHESHIRE ROAD DAYTONA BEACH SHORES, FL 32118

Job Number	Receipt Date	Sales Code	Job Type	Ship Via	Terms
024703	04/04/25	BK	PUMPS	Default	NET 30 DAYS
Purchase Order:	PO REQUIRED	**PO Release:**		**Misc Number:**	

QTY	Item Number	Description/Notes	Unit Price	Extended
		*NEW FLYGT PUMP $129,777.43 PLUS FREIGHT		
		12-14 WEEKS DELIVERY		

Repair estimate valid for 30 calendar days from the above date.

Est. Total:	$102,244.28

Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

From: Brown, Tom <tbrown@cityofdbs.org>
Sent: Friday, May 30, 2025 2:32 PM
To: Cruz, Stewart <SCruz@cityofdbs.org>
Cc: Schwab, Alex <aschwab@cityofdbs.org>
Subject: FW: SEMW Quote #24703 110HP Flygt

Stewart,

Can you review the above inspection report and the quote for repairs or replacement for the pump at Station 5. It is my recommendation that we purchase a new pump and not rebuild the existing pump this pump is from 2004 and has 10173 hours on it and it has been rebuilt multiple times over the years. I would consider this to be an emergency because as you know Station 5 is the second largest sewer station we have, and we are down to one pump now. The cost of a new pump would be 129,777.43 plus freight and repairing the existing pump would cost 102,244.28.Let me know how you would like to proceed.

Tom Brown
Deputy Director of Public Works
386-763-7578

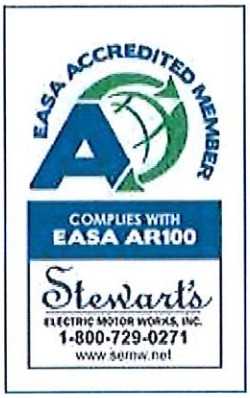
From: Jon Heinz <jonh@semw.net>
Sent: Wednesday, May 28, 2025 9:01 AM
To: Schwab, Alex <aschwab@cityofdbs.org>; Brown, Tom <tbrown@cityofdbs.org>
Cc: Lori Slife <Lori@semw.net>; Rebecca Keogh <Rebecca@semw.net>; Paul Stewart <Paul@semw.net>; Ehren Keogh <Ehren@semw.net>
Subject: SEMW Quote #24703 110HP Flygt

Good morning-- Please review the attached quote to repair your 110HP Flygt submersible pump. A price and lead time of a new pump is in the body of the text. Also attached is the preliminary findings report. Any questions, please give us a call. We thank you for your business.

Jon Heinz
Sales Representative
Stewart's
ELECTRIC MOTOR WORKS, INC.

407.859.1837 Office

407.859.2584 Fax


EASA ACCREDITED MEMBER
COMPLIES WITH
EASA AR100
Stewart's
ELECTRIC MOTOR WORKS, INC.
1-800-729-0271
www.semw.net


AE Certified®

Stewart's
ELECTRIC MOTOR WORKS, INC.

Preliminary Inspection Report

Customer Name:	City of Daytona Beach Shores	**Job Number:**	24703
Application:	Submersible Waste Water Pump	**PO Number:**	

MFG:	Flygt	**HP:**	110	**Enclosure:**	Sub
RPM:	1185	**Frame:**	Sub Pump	**Phase: 1/3/DC**	3
Voltage:	460	**Amperage:**	139	**Hz:**	60
Serial:	3231 / 6650261105	**Model:**	3231 / 665-5131	**Insulation:**	S1

Appearance	POOR	Paint	FAIR
Bearing Size DE	6312 C3 // NJ219	Bearing Size ODE	NU313
Bearing Condition	POOR	Bearing Condition	POOR
Bearing Journal DE	POOR // UNDERSIZED	Bearing Journal ODE	Within Tolerance
Bearing Housing DE	POOR // OVERSIZED	Bearing Housing ODE	Within Tolerance
Mechanical Seal Housing	POOR // Oversized	Wear Ring	POOR // Oversized
"T" Leads	FAIR	Cable Inlet	Good
Stator Windings	POOR // Shorted, Grounded	Rotor Squirrel Cage	PASS
Stator Laminations	PASS	Rotor Laminations	PASS
Frame	FAIR	Base/Feet	NA
Shaft Run-Out	Within Tolerance	Shaft Keyway	Within Tolerance
Impeller	POOR // Excessive Wear	Volute	FAIR
Power Cable	POOR // Insulation Cut	Sensor Cable	POOR // Insulation Cut

Inspection Summary: Both power and sensor cables damaged. Lower seal housing damage- Impeller worn past usable life. Seal sensors inoperative. Drive end bearing journal and seal area undersized. Drive end Bearing housing worn and oversized.

The amount of damage to the pump is great enough to consider replacing the unit



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LEGEND:	Excellent	Very Good	Good	Fair	Poor

Electrical Results	PASS	LOW MEG-OHM	FAIL
FAILURE MODE	OPEN	SHORTED	GROUNDED

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Stewart's ELECTRIC MOTOR WORKS, INC. 1-800-729-0271 www.semw.net

Pump casing shell being removed to expose impellor	
Volute and wear ring	
Impeller, seal housing, and motor rotor	
Output shaft, retaining ring, and mechanical seal	

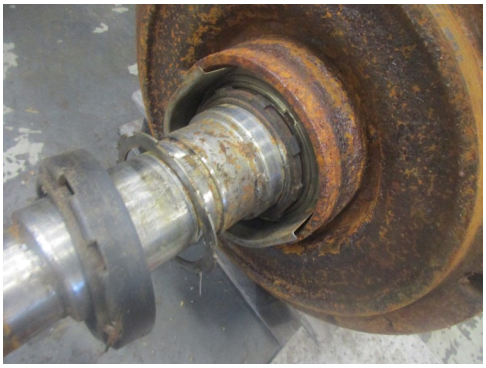
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Lower seal housing Seat area oversized	
Lower seal housing after shaft removal showing wear to guide vanes	
Alternative view of lower seal housing	
Top view of lower seal housing	

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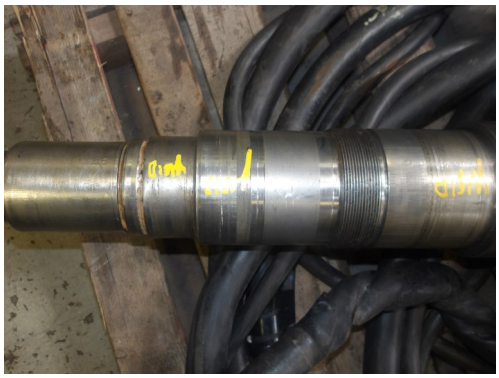
EASA ACCREDITED MEMBER
COMPLIES WITH EASA AR100
Stewart's ELECTRIC MOTOR WORKS, INC.
1-800-729-0271
www.semw.net

Impellor before removal Blade leading edges worn	
Volute wear ring excessively oversized	
Top of impeller Vanes worn	
Lower seal damaged	

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EASA ACCREDITED MEMBER
COMPLIES WITH EASA AR100
Stewart's
ELECTRIC MOTOR WORKS, INC.
1-800-729-0271
www.semw.net

Radial bearing, lower main bearing and housing. Damaged from water intrusion	
Lower guide bearing Water damaged from seal failure	
Removing rotor form	
Water entered stator housing. Resulting in winding failure	

Output shaft seal surface and bearinig journal areas found undersized	
Side view of impeller damage	

CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Charter required annual review of City Manager performance and compensation.

SYNOPSIS:

As Per the Charter of the City of Daytona Beach Shores and Resolution 2019-22, the City Manager's Annual Evaluation will be summarized and presented to the Commission.

Sec. 3.03. Compensation and annual evaluation of manager.

The city commission shall establish the salary and other benefits of the city manager, and shall at least annually review the salary. On the occasion of the annual salary review the commission shall make a systematic evaluation of the performance of the manager which shall be made a matter of public record.

FISCAL IMPACT STATEMENT:

Dependent upon commission action

BACKGROUND:

The evaluation forms were given to the Commission for completion on May 27th. The forms were completed and are attached to the agenda. The average score was 4.925. The item is open for further discussion.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. Miller 2025 CM Evaluatiom
2. Politis 2025 CM evaluation
3. Card 2025 CM evaluation
4. Conomos 2025 CM evaluation
5. Dembinsky 2025 CM evaluation
6. Current City Manager Compensation

City Manager Performance Evaluation Form 2025

	Place a mark in the box that applies				
Professional Skills	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					X
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					X
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.				X	
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.				X	
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					X

City Manager Performance Evaluation Form 2025

	Place a mark in the box that applies				
Professional Skills	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					X
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					X
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					X
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					X
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					X
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					X
Access: Available to the Commission on official business either personally or through designated subordinates.					X
Activities: Reports departmental and staff activities to the Commission.					X

City Manager Performance Evaluation Form 2025

	Place a mark in the box that applies				
Professional Skills	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					X
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					X
Ethical Standards: Conforms to the highest standards of the profession.					X
TOTAL POINTS ÷ 16 = 4.875	* total points will be amended if any score of N/A is given				

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

All of the items that make a successful City Manager that were rated as outstanding.

B. Items the Manager does not currently do that his City Commission member would like him to start.
I believe you have started this practice but would like to see you continue and expand.

- Spending ½ day with each department i.e, ride along with Public Works, spend time at the Community Center observing activities, observing interaction between staff and residents.
- Provide breakfast or lunch where you sit around and listen to concerns, as well as ideas for improving relationships within each group.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

There are no items that come to mind.

Evaluator signature Nancy J Miller

Date May 28, 2025

City Manager Performance Evaluation Form 2025

	Place a mark in the box that applies				
Professional Skills	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					✓
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					✓

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies				
	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					✓
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					✓
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
Access: Available to the Commission on official business either personally or through designated subordinates.					✓
Activities: Reports departmental and staff activities to the Commission.					✓

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					✓
Ethical Standards: Conforms to the highest standards of the profession.					✓

TOTAL POINTS ÷ 16 = 5

* total points will be amended if any score of N/A is given

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

transparent, knowledgable, professional

B. Items the Manager does not currently do that his City Commission member would like him to start.

Nothing

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Nothing

Evaluator signature

Date 5/27/25

City Manager Performance Evaluation Form 2025

	Place a mark in the box that applies				
Professional Skills	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					X
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					X
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					X
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					X
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					X

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					X
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					X
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					X
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					X
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					X
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					X
Access: Available to the Commission on official business either personally or through designated subordinates.					X
Activities: Reports departmental and staff activities to the Commission.					X

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies				
	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					X
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					X
Ethical Standards: Conforms to the highest standards of the profession.					X
TOTAL POINTS ÷ 16 = 5	* total points will be amended if any score of N/A is given				

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

B. Items the Manager does not currently do that his City Commission member would like him to start.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature _____

Date 5-27-25

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					✓
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					✓
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
Access: Available to the Commission on official business either personally or through designated subordinates.					✓
Activities: Reports departmental and staff activities to the Commission.					✓

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					✓
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					✓

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					✓
Ethical Standards: Conforms to the highest standards of the profession.					✓

TOTAL POINTS ÷ 16 = 5

* total points will be amended if any score of N/A is given

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

Continue with his outstanding leadership.

B. Items the Manager does not currently do that his City Commission member would like him to start.

N/A

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

None.

Evaluator signature

Date 5/27/2025

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies				
	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					✓
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					✓
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
Access: Available to the Commission on official business either personally or through designated subordinates.					✓
Activities: Reports departmental and staff activities to the Commission.				✓	

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.				✓	
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.				✓	
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					✓
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					✓

City Manager Performance Evaluation Form 2025

Professional Skills	Place a mark in the box that applies Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.				✓	✓
Ethical Standards: Conforms to the highest standards of the profession.					✓
TOTAL POINTS ÷ 16 = 4.75	* total points will be amended if any score of N/A is given				

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

Recognizing outstanding Employees

B. Items the Manager does not currently do that his City Commission member would like him to start.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature

Date 5/21/2025

Exhibit #4: City Manager Total Compensation Analysis

City/Municipality	County	Population	Incumbent Salary	Retirement	Medical	Dental	Vision	Allowances	Total Compensation
New Smyrna Beach	Volusia	33,402.00	$233,000.00	$34,950.00	$10,433.00	$343.00		$9,000.00	$267,950.00
Daytona Beach	Volusia	85,887.00	$291,905.00	$100,766.00	$9,269.00	$301.00			$392,671.00
Daytona Beach Shores	Volusia	5,217.00	$170,414.40	$63,939.48	$9,396.00			$8,400.00	$234,353.88
DeBary	Volusia	23,509.00	$200,492.00	$20,049.00	$14,441.00	$308.00	$85.00	$6,000.00	$220,541.00
DeLand	Volusia	44,607.00	$203,000.00	$24,360.00	$7,764.00			$9,600.00	$227,360.00
Deltona	Volusia	100,304.00	$215,000.00	$74,218.00					$289,218.00
Edgewater	Volusia	23,800.00	$176,363.00	$21,164.00	$8,841.00	$414.00			$197,527.00
Holly Hill	Volusia	13,108.00	$181,578.00	$62,681.00	$7,433.00	$392.00	$58.00	$6,000.00	$244,259.00
Orange City	Volusia	15,670.00	$180,102.00	$62,171.00	$10,167.00	$402.00			$242,273.00
Ormond Beach	Volusia	44,663.00	$213,046.00	$19,174.00	$8,622.00	$493.00	$53.00	$5,646.00	$232,220.00
Ponce Inlet	Volusia	3,476.00	$154,159.00	$53,216.00	$8,482.00	$395.00	$105.00	$6,000.00	$207,375.00
Port Orange	Volusia	67,045.00	$195,000.00	$23,400.00	$7,767.00	$406.00		$6,000.00	$218,400.00
South Daytona	Volusia	14,049.00	$175,361.00	$60,534.00	$9,224.00	$563.00	$108.00	$7,200.00	$235,895.00

Average Volusia	$199,186	$47,740	$9,320	$402	$82	$7,094	$246,926