



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING AUGUST 5, 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. 20 Year Service Award -
Kim Smith
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes July 1, 2025
 - B. City Commission Special Meeting Minutes July 28, 2025

C. City Commission Budget Workshop Minutes July 28, 2025

7. CONSENT AGENDA:

A. Public Safety Monthly report June 2025

B. Community Services Department Monthly Report - June 2025

C. June 2025 Executive Financial Report

D. Volusia County - Daytona Beach Shores Municipal Services Provision Interlocal Agreement

8. OLD BUSINESS:

A. Ordinance 2025-08: Voluntary Annexation, 2920 S. Peninsula Drive

9. NEW BUSINESS:

A. Economic Development Lease Subsidy Grant Application - Mythos Brew

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

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

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

MINUTES
CITY COMMISSION MEETING
July 1, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Mayor Miller announced that Comm. Conomos would need to join the meeting by phone if the commission agreed.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Allow Comm. Conomos to join the meeting by telephone and to be a voting member.

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

2. ROLL CALL BY CITY CLERK

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

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

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Service Award for Cindy Robinson 5-years

Public Safety Director Michael Fowler explained that Cindy Robinson was unable to attend the meeting but had earned her 5-year service award.

6. APPROVAL OF MINUTES

A. City Commission Minutes June 3, 2025

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of June 3, 2025.

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

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

7. CONSENT AGENDA:

A. Executive Financial Report for May 2025

B. Community Services Department Monthly Report - May 2025

C. Public Safety Department May monthly report

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

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

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

8. OLD BUSINESS:

A. Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue
The City Attorney read the ordinance by title only. City Planner Gwyn Herstein explained this was for the recently annexed property on April 1st. The property is a single-family home. State law required the city to assign a land use designation of Residential Low Intensity. All required due public notice has been met. Staff recommended adoption of the ordinance.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2025-05 on second reading.

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

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

9. QUASI-JUDICIAL HEARING

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

The City Attorney read the ordinance by title only. All witnesses were sworn in for the hearing by the City Clerk. The commission stated there had been no ex-parte communication. City Planner Gwyn Herstein provided a brief staff report. All due public notice requirements had been met. The property is a single-family residence and will be zoned as RSF-2 Urban Single-Family Residential Detached District. Staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Adopt Ordinance 2025-04 on second reading.

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

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

10. NEW BUSINESS:

A. Ordinance 2025-08: Voluntary Annexation, 2920 S. Peninsula Drive

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein explained the property owners of 2920 S. Peninsula wished to voluntarily annex into the city. It is a single-family home. Aerial views of the property were shown. All due public notice requirements have been met. Staff recommended approval.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Ordinance 2025-08 on first reading.

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

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

B. Ordinance 2025-09 Procurement Policy Updates

The City Attorney read the ordinance by title only. Finance Director Lory Irwin explained this would update the current policy that was approved in 2022. It provides for a change in the bid policy to allow electronic submissions, changes the City Manager authority limits by resolution and clarifies other discrepancies.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-09 on first reading.

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

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

C. 2025 Annual Conference Voting Delegate

Mayor Miller stated that she was planning to attend the Florida League of Cities Annual Conference next month. At this time, no other commissioner intended to attend.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to designate Mayor Miller as the city's 2025 Annual Conference Voting Delegate.

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

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

D. Discussion on City Manager's compensation

Vice Mayor Politis requested this agenda item. After doing research, his recommendation was to have the City Manager treated like all other employees, whether it be for a cost of living increase or a merit increase based on his annual evaluation. The remaining commission were in agreement and requested the City Attorney to draft a resolution for the next regular meeting. This would go into effect on October 1.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to allow the City Manager to be treated as all other employees in regards to wage increases such as cost of living and merit.

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

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

E. Adopted Calendar Update

Mayor Miller stated that she was not available on the proposed day of July 29th for the budget workshop. Everyone was in agreement to change the date to July 28th. The workshop will start at 4:00pm and the special meeting will begin at 6:00pm. The remaining meeting dates were not changed.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Adopted Calendar Update for the remaining meetings in 2025.

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

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

F. Discussion on presentation of service awards

Mayor Miller began by stating that in the past, service awards were always given out at City Commission meetings. Last year, it changed to being presented at Coffee with the Mayor since the employees were already at work and their peers could attend. It has recently gone back to the City Commission meeting. This can be a hardship at times for employees to return to work in the evening for various reasons. She felt giving the employees the choice of how to receive their award was the best option. The options are: at their Department level, at a City Commission meeting or at Coffee with the Mayor.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to allow employees to choose how to receive their service award by either Department Head, Commission Meeting or Coffee with the Mayor.

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

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

G. Discussion on Community Center activities during evening hours

Comm. Card explained that he had spoken to residents who would like more nighttime activities. He didn't realize that the community center was currently open two nights a week. He was concerned about recent widows having some social interaction. It was also discussed that local churches are available as well as SMA (Stewart Marchman Association) for any counseling or mental health needs.

11. CITY ATTORNEY COMMENTS

The City Attorney had no additional items for discussion.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander thanked the commission for their kind words on the previous agenda item. He reported that the state legislature approved the city's ask in their budget for \$900,000 to go toward the Public Works expansion.

13. COMMISSION COMMENTS:

Mayor Miller reviewed upcoming events. She reminded everyone that there would be no Coffee with the Mayor until September. Comm. Card has been speaking with Bliss Beach and they hope to reopen soon.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

POSD Chamber representative, Barbara Ann Heegan, spoke about upcoming events. They are sponsoring a movie night/ business vendor event on Thursday night. The next Leadership Academy is open for registration.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items for the next agenda.

16. ADJOURNMENT:

The meeting ended at 6:59 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
July 28, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Stephanie Velo, 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. OLD BUSINESS:

A. Ordinance 2025-09 Procurement Policy Updates

The City Attorney read the ordinance by title only. Finance Director Lory Irwin explained that this was the second reading for the ordinance and there were no changes from first reading. The ordinance will update the current procurement policy and establish the City Manager's spending rate by resolution.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2025-09 on second reading.

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

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

6. NEW BUSINESS:

A. Resolution 2025-09 City Manager Procurement Approval Limits

The City Attorney read the resolution by title only. There was a brief discussion regarding the spending amount recommended by staff. Staff proposed \$100,000.00, but Mayor Miller felt \$75,000.00 was appropriate and more in line with other municipalities. VM Politis stated he felt the recommendation of \$100,000.00 was in line with the current cost of living and had trust in the City Manager. The remaining commissioners were also in agreement with staff's recommendation.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2025-09.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 1).

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

No: Mayor Nancy Miller

B. Resolution 2025-10 Proposed Millage Rate for FY 25-26

The City Attorney read the resolution by title only. The proposed millage rate will be set at 4.588 mills which is a 3.03% increase. The first budget hearing will be held on September 8th at 6:00 pm.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Resolution 2025-10 Proposed Millage Rate for FY 25-26.

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

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

C. City Manager Contract Amendment

This contract amendment came from the July 1st commission meeting. The proposed amendment will include the City Manager in the existing merit pay plan that all other employees participate in.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Manager's Second Contract Amendment.

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

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

7. CITY ATTORNEY COMMENTS

There were no additional comments from the City Attorney.

8. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander thanked the commission for the recent contract amendment.

9. COMMISSION COMMENTS:

Comm. Conomos asked to be excused from the Sept. 8th meeting as he would be out of the country. Comm. Dembinsky also asked to be excused, but he is available to call in. Comm. Card stated that the Economic Development Committee recently met. They recommended approval of a lease subsidy grant for a new coffee shop. He announced that Bliss Beach had reopened. Mayor Miller stated the recent concert and food truck event went well. It was a very hot evening and the attendance was below average. Coffee With the Mayor will resume on Wednesday, Sept 10th.

10. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

11. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no items added for the next agenda.

12. ADJOURNMENT:

The meeting ended at 6:27 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

MINUTES
BUDGET WORKSHOP
July 28, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Discussion on 2025-2026 Budget

1. FY 25-26 Proposed Budget

Finance Director Lory Irwin began the budget presentation by highlighting large projects that included: wastewater infrastructure upgrades, Public Works facility expansion, Master Parks study, vulnerability assessment, stormwater assessment, and the EOC phase 1 design. The proposed millage rate is 4.5880 which is the city's current rate. If approved, this would be considered a 3.04% tax increase. The commission held a discussion on the millage rate, and the commission wanted to keep it at the proposed rate by staff. The proposed impact on the average single-family home is an increase of \$51.70, while the increase to the average condominium is only \$40.30. The projects FY 2025-26 were briefly reviewed with no further discussion on them. In conclusion, there were no additions, changes or deletions to the proposed budget.

4. ADJOURNMENT:

The meeting ended at 5:32 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
AUGUST 5, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety Monthly report June 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. June PS report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR JUNE 2025

	<i>Jun-25</i>	<i>25/YTD</i>	<i>Jun-24</i>	<i>24/YTD</i>
<i>Police Related Calls</i>	2,243	15,177	2,224	8,649
<i>Fire Related Calls</i>	99	476	80	396
<i>Rescue Related Calls</i>	70	393	73	352
<i>Fire Related Alarms Sounding</i>	22	128	32	139
<i>Traffic Citations</i>	253	1,407	351	1,242
<i>Written Warnings</i>	82	523	99	595
<i>Building Inspections</i>	55	414	28	273
<i>Arrests: Adults</i>	25	192	33	141
<i>Juveniles</i>	1	5	1	4
<i>City Ordinance Charges</i>	1	3	0	2
<i>Florida State Statute Charges</i>	28	226	43	172
<i>Accidents: Total</i>	14	109	16	78
<i>Street/Highway</i>	7	54	6	40
<i>Parking Lot</i>	7	55	10	38

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-06-01 through 2025-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	456	20.33 %	15.20
TRAFFIC STOP	TS	453	20.20 %	15.10
EXTRA PATROL	EP	338	15.07 %	11.27
PROPERTY CHECK	PRC	227	10.12 %	7.57
ZONE ACCOUNTABILITY PATR	ZAP	56	2.50 %	1.87
TELEPHONE HANDLE	THC	53	2.36 %	1.77
MEDICAL EMERGENCY	MED1	50	2.23 %	1.67
RADAR	RADAR	44	1.96 %	1.47
SUSP PERSON	SPER	31	1.38 %	1.03
SUSP INCIDENT	SINC	29	1.29 %	0.97
SUSP VEHICLE	SVEH	28	1.25 %	0.93
SUSPECT STOP	SS	27	1.20 %	0.90
TOWED VEHICLE	TOW	24	1.07 %	0.80
FIRE ALARM	ALARMF	22	0.98 %	0.73
DISTURBANCE	DIST	21	0.94 %	0.70
TRESPASSERS	TRES	21	0.94 %	0.70
FALL - NON EMERGENCY	TRAU3	18	0.80 %	0.60
WALKUP	WALKUP	17	0.76 %	0.57
MEDICAL NON-EMERG	MED2	15	0.67 %	0.50
ELEVATOR CALL	ELEV	14	0.62 %	0.47
MVA	MV	14	0.62 %	0.47
TEST LE CALL	TEST	14	0.62 %	0.47
INVESTIGATION	INV	13	0.58 %	0.43
BLS - MED/TRAUMA	BLS3	12	0.53 %	0.40
DRUNK DRIVER	DUI	12	0.53 %	0.40
911 CK/OPEN LINE	911CK	11	0.49 %	0.37
ANIMAL COMPLAINT	AC	11	0.49 %	0.37
FLAG DOWN	FLAG	11	0.49 %	0.37
FOUND PROPERTY	PROPF	10	0.45 %	0.33
WELL BEING CHECK	WBC	10	0.45 %	0.33
TRAUMA EMERGENCY	TRAU1	9	0.40 %	0.30
BUSINESS ALARM	ALARMB	8	0.36 %	0.27
WALK & TALK	WT	8	0.36 %	0.27
RECKLESS DRIVER	RD	7	0.31 %	0.23
ATT TO CONTACT	ATC	6	0.27 %	0.20
DISABLED VEHICLE	DAV	6	0.27 %	0.20
INFORMATION GIVEN	INFO	6	0.27 %	0.20
SUICIDAL PERSON	SP	6	0.27 %	0.20
CITY ORDINANCE VIOLATION	COV	5	0.22 %	0.17
CIVIL COMPLAINT	CIVIL	5	0.22 %	0.17
NOISE	NOISE	5	0.22 %	0.17
DIRECTED PATROL REQUEST	DPR	4	0.18 %	0.13
DOMESTIC DISTURBANCE	DV	4	0.18 %	0.13
NE ASST- FIRE REQ	LEO2	4	0.18 %	0.13
PRISONER TRANS	PT	4	0.18 %	0.13
WARRANT	WAR	4	0.18 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-06-01 through 2025-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ASSAULT/BATTERY	ABAT	3	0.13 %	0.10
BOLO	BOLO	3	0.13 %	0.10
CARBREAK	CB	3	0.13 %	0.10
FIGHT	FIGHT	3	0.13 %	0.10
FLEEING DRIVER	FLEE	3	0.13 %	0.10
ILLEGAL PARKING	PARK	3	0.13 %	0.10
JUVENILE	JUV	3	0.13 %	0.10
MENTALLY ILL PER	MIP	3	0.13 %	0.10
MVA W/ INJURIES	MVI	3	0.13 %	0.10
NARCOTICS	NARC	3	0.13 %	0.10
SPECIAL DETAIL	SDL	3	0.13 %	0.10
THEFT	THEFT	3	0.13 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.13 %	0.10
UNCONSCIOUS	UNC	3	0.13 %	0.10
ASSIST	ASST	2	0.09 %	0.07
BURGLARY ALARM	ALARM	2	0.09 %	0.07
DRUNK PERSON	IP	2	0.09 %	0.07
FRAUD	FRAUD	2	0.09 %	0.07
HIT&RUN MVA	MVHR	2	0.09 %	0.07
MEDICAL UNKNOWN	ALARMM	2	0.09 %	0.07
REPOSSESSED VEH	REPO	2	0.09 %	0.07
ROAD OBSTRUCTION	RDOB	2	0.09 %	0.07
STROKE / CVA	CVA	2	0.09 %	0.07
THREATENING CALL	TCALL	2	0.09 %	0.07
WELL BEING CHECK MEDICAL	WBCF	2	0.09 %	0.07
ALZHEIMERS	ALZ	1	0.04 %	0.03
ASSIST AGENCY	ASSIST	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BURG/JUST OCCD	BURGJO	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
DANGEROUS COND FD	DCFD	1	0.04 %	0.03
ESCORT	ESCORT	1	0.04 %	0.03
FIREWORKS	FIREWK	1	0.04 %	0.03
FOUND CHILD	CHILDF	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
LOST PROPERTY	PROPL	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
OVERDOSE/POISONING	OD	1	0.04 %	0.03
PANIC ALARM	ALARMP	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
RECOVERED SIG 10	SVR	1	0.04 %	0.03
SEX OFFENSE	SO	1	0.04 %	0.03
SHOPLIFTING	SHOP1	1	0.04 %	0.03
STEP ZONE	STP	1	0.04 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-06-01 through 2025-06-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
STRUCTURE FIRE	SF	1	0.04 %	0.03
SUPPLEMENT	SUP	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
UNWANTED GUEST	UWG	1	0.04 %	0.03
VANDALISM	VAND	1	0.04 %	0.03
TOTAL CALLS:		2,243	100.00%	74.77

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

JUNE 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	3
HAZARDOUS CONDITIONS	2	12	14
VEHICLE FIRES	0	1	0
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	0	4	6
VEHICLE CRASHES W/ENGINE RESPONSE	0	5	7
SERVICE CALLS	80	269	351
FIRE ALARMS	22	80	156
CANCELLED EN ROUTE	17	57	110
TOTALS	121	428	648

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	5	14	30	21	35
HOTEL/MOTEL	6	0	20	5	23	25
ASSEMBLY	0	0	3	1	0	0
MERCANTILE	0	4	12	15	28	13
RESTAURANT	2	1	8	1	8	5
BUSINESS	6	9	44	12	67	14
OTHER	7	2	73	3	68	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	3	6	27	16	32	21
TOTALS	28	27	201	83	247	113

PLANS EXAMINATION HOURS: 8 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
JUNE 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	27	144	203
BLS CALLS	43	249	210
TOTALS	70	393	413



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 June 2025

<i>Zachary Ignoffo Whitney Egan Jack Ransom</i>	<i>6/2-4</i>	<i>Prevention and Response to Outlaw motorcycle gang violence- Edgewater PD</i>
<i>Bill Phillips Gary Malphurs</i>	<i>6/3-4</i>	<i>Fire Death/Arson Investigations Daytona PD</i>
<i>Ashley Epling William Frank</i>	<i>6/4</i>	<i>Breath test operator refresher DSC</i>
<i>Trevor Raylean Whitney Egan Seth Smith Jessee Smith Peyton Carmin Anthony Geurtsen Timothy Meineke Anthony Compierchio Zachary Ignoffo David Reeves</i>	<i>6/6</i>	<i>Autism 101 DSC</i>
<i>Anthony Geurtsen Anthony Compierchio Peyton Carmin</i>	<i>6/9-13</i>	<i>Speed Measurement DSC</i>
<i>Bill Phillips</i>	<i>6/16-17</i>	<i>Human Trafficking St. Pete</i>
<i>Jack Ransom</i>	<i>6/24-16</i>	<i>Assisting Individuals in crisis online</i>



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
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MONTHLY REPORT FOR JUNE 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 tire pressure sensor	veh #155
Replace brake pads & rotors	veh #162
Install cargo mats, mud flaps, drawer deck	veh #201
Replace wiper blades	veh #174
Replace sway bar link	veh #128
Replace wiper blades	veh #120
Replace tailgate striker & ignition lock	veh #94
Replace wiper blades	veh #183
Replace tire pressure sensor & wiper blades	veh #162
Replace timing chain kit & A/C condenser	veh #140



**CITY COMMISSION AGENDA MEMORANDUM
AUGUST 5, 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 - June 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

Planning & Building Division Statistics

Monthly Report – June, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0

Submitted this Fiscal Year: 6

Approved by Staff this Month: 2

Approved by Staff this Fiscal Year: 4

Approved by City Commission this Month: 0

Approved by City Commission this Fiscal Year: 0

Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Kilimnik Residence	2937 South Atlantic Avenue, Unit 403	6/2	Install 5 motorized rolldown hurricane shutters	\$21,795.00	\$233.35
Gabriel Residence	2937 South Atlantic Avenue, Unit 1403	6/2	Install 4 motorized rolldown hurricane shutters	\$22,355.00	\$238.51
Daytona Seabreeze	3125 South Atlantic Avenue	6/2	Remove and rebuild parapet wall on east side of building	\$40,000.00	\$405.90
Haney Residence	3757 South Atlantic Avenue, Unit 203	6/3	Replace (1) door, size for size	\$10,000.00	\$125.50
Werk Residence	2855 South Atlantic Avenue, Unit 403	6/3	Replace (5) windows, size for size	\$10,325.00	\$128.43
Laszio Residence	1925 South Atlantic Avenue, Unit 508	6/4	Change out 3 ton HVAC system	\$14,371.00	\$164.87
Magie Residence	3 Oceans West Boulevard, Unit 6B3	6/4	Change out 3 ton HVAC system	\$13,469.00	\$156.72
Riffaud Residence	2055 South Atlantic Avenue, Unit 608	6/4	Change out 4 ton HVAC system	\$10,442.00	\$129.48
Desimone Residence	2917 South Atlantic Avenue, Unit 203	6/4	Change out 2.5 ton HVAC system	\$14,197.00	\$163.27
Fritze Residence	3703 South Atlantic Avenue, Unit 1105	6/4	Change out 3 ton HVAC system	\$14,626.00	\$167.22
Newman Residence	3003 South Atlantic Avenue, Unit 10A1	6/4	Kitchen and bath remodel, tub to shower conversion	\$70,065.20	\$692.49
Oceans Five Condo	2987 South Atlantic Avenue	6/5	Upgrade fire sprinklers	\$377,106.00	\$3,012.91

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Beach Haven Inn	2115 South Atlantic Avenue	6/5	Drywall repairs	\$10,500.00	\$356.00
Holiday Shores Condo	2617 South Atlantic Avenue	6/5	Construct beach stairs	\$21,000.00	\$226.01
Stavre Residence	3023 South Atlantic Avenue, Unit 1204	6/5	Replace impact windows and sliding glass doors	\$31,730.00	\$327.07
Sea Fern Condo	3807 South Atlantic Avenue	6/5	Install TPO roof	\$50,000.00	\$501.22
Danbury Breakers	3747 South Atlantic Avenue	6/6	Building restoration, waterproofing, deck coating	\$200,325.00	\$1,934.21
Diaz Residence	2301 South Atlantic Avenue, Unit 420	6/9	Replace sliding glass door	\$12,580.00	\$148.72
Oceans Terrace Club	3800 South Atlantic Avenue	6/9	Concrete restoration repairs	\$98,382.00	\$962.42
Dolphin Beach Club	3355 South Atlantic Avenue	6/9	Reconstruct affected area due to Hurricane Milton	\$285,000.00	\$2,741.36
Ovistabeach LLC Residence	1925 South Atlantic Avenue, Unit 305	6/9	Install 5 motorized rolldown hurricane shutters	\$21,098.00	\$187.15
Pennink Residence	1925 South Atlantic Avenue, Unit 407	6/9	Install 3 motorized rolldown hurricane shutters	\$13,509.00	\$157.07
Haines Residence	1925 South Atlantic Avenue, Unit 706	6/9	Install 5 motorized rolldown hurricane shutters	\$21,904.00	\$234.35
Unatin Residence	1925 South Atlantic Avenue, Unit 1001	6/9	Install 3 motorized rolldown hurricane shutters	\$14,594.00	\$166.91
Windward South Condo	3845 South Atlantic Avenue	6/10	Roof over. Poly-150 boards for tapered insulation	\$85,000.00	\$834.86
Patrawala Residence	3315 South Atlantic Avenue, Unit 1105	6/10	Install 3 motorized roll down hurricane shutters	\$14,491.00	\$165.98
Kief Residence	3311 South Atlantic Avenue, Unit 1404	6/11	Replace 13 windows, size for size	\$25,371.00	\$266.45
Suntharam Residence	2855 South Atlantic Avenue, Unit 504	6/11	Change out 3 ton HVAC system	\$14,960.00	\$170.29
Brigley Residence	3703 South Atlantic Avenue, Unit 908	6/11	Remodel kitchen and guest bathroom	\$38,000.00	\$386.84
La Vista Del Sol	3756 South Atlantic Avenue	6/12	Re-plaster and re-tile spa	\$16,000.00	\$179.89
Oceans Atrium Condo	3013 South Atlantic Avenue	6/12	Replace 22 impact doors, size for size	\$133,400.00	\$1,296.24
Harrell Residence	3343 South Atlantic Avenue, Unit 503	6/12	Install 3 motorized roll down hurricane shutters	\$11,859.00	\$142.23
Ziler Residence	2515 South Atlantic Avenue, Unit 503	6/12	Install 7 motorized roll down hurricane shutters	\$20,400.00	\$220.48
Confidential Data	3315 South Atlantic Avenue, Unit 907	6/12	Install 2 motorized roll down hurricane shutters	\$10,700.00	\$131.80
Schweizer Residence	3311 South Atlantic Avenue, Unit 701	6/12	Install 9 motorized roll down hurricane shutters	\$33,500.00	\$343.94
Sayin Residence	2950 Oceans Trace	6/13	Remodel kitchen and two bathrooms	\$37,300.00	\$380.16
Bella Vista Condo	2515 South Atlantic Avenue	6/13	Replace 2 doors in garage, size for size	\$41,000.00	\$415.43

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Freeman Residence	3615 South Atlantic Avenue, Unit 101	6/13	Kitchen remodel, replace drywall, cabinets, and tops	\$37,600.00	\$860.80
Topf Residence	3023 South Atlantic Avenue, Unit 705	6/16	Replace cabinets and countertops	\$45,000.00	\$453.56
Scott Residence	4 Oceans West Boulevard, Unit 102B	6/16	Replace impact sliding glass doors	\$17,450.00	\$193.26
Dirks Residence	3757 South Atlantic Avenue, Unit 302	6/16	Install 2 motorized roll down hurricane shutters	\$11,600.00	\$139.90
Oceans Five Condo	2987 South Atlantic Avenue	6/16	Window and door replacements, size for size	\$453,200.00	\$4,344.73
Sideropoulos Residence	119 Raymond Avenue	6/16	Install 7 white vinyl windows and 1 entry door	\$17,651.00	\$195.12
Caribbean Condo	2425 South Atlantic Avenue	6/16	Replace modified bitumen roof system	\$446,856.00	\$3,579.29
Pirates Cove	3501 South Atlantic Avenue	6/17	Install wall sign	\$22,916.00	\$243.69
Castaways Beach Resort	2043 South Atlantic Avenue	6/19	Install 5 ton package unit	\$11,500.00	\$94.00
Argawal Residence	2805 South Atlantic Avenue	6/23	Re-roof flat roof, install ISO boards with TPO system	\$30,000.00	\$713.58
Hasan Residence	3721 South Atlantic Avenue, Unit 1105	6/23	Change out 3 ton HVAC system	\$11,000.00	\$134.50
Randall Residence	142 Florida Shores Boulevard	6/23	Change out 2 ton heat pump system	\$14,230.00	\$163.57
Sea Havens HOA	Florida Shores Boulevard	6/24	Remove and replace damaged stucco on 6 units	\$16,000.00	\$179.89
Southern Sands Motel	2500 South Atlantic Avenue	6/25	Install new shingle roof	\$38,470.00	\$391.30
Towers Grande	2055 South Atlantic Avenue	6/25	Replace beach access stairs	\$40,936.00	\$414.84
Caribbean Buffet	3162 South Atlantic Avenue	6/26	Change out 10 ton package unit	\$14,685.00	\$167.75
Caribbean Buffet	3162 South Atlantic Avenue	6/26	Change out 10 ton package unit	\$14,685.00	\$167.75
Mukhopadhyay Residence	2937 South Atlantic Avenue	6/26	Remodel two bathrooms, new wall tile and vanities	\$60,000.00	\$596.55
Kodra Residence	2737 South Atlantic Avenue	6/26	Re-roof modified bitumen on single family residence	\$19,400.00	\$211.25
Birch Residence	3245 South Atlantic Avenue, Unit 603	6/27	Change out 3 ton split system	\$11,596.00	\$115.55
Ramesh Residence	2515 South Atlantic Avenue, Unit 609	6/30	Install 6 motorized rolldown hurricane shutters	\$20,653.00	\$222.81
Shemelya Residence	3333 South Atlantic Avenue, Unit 606	6/30	Install 5 motorized rolldown hurricane shutters	\$19,745.00	\$214.43
Connifey Residence	3333 South Atlantic Avenue, Unit 1104	6/30	Install 3 motorized rolldown hurricane shutters	\$14,722.00	\$168.09
Harrison Residence	3333 South Atlantic Avenue, Unit 906	6/30	Install 5 motorized rolldown hurricane shutters	\$20,622.00	\$222.53
Barrett Residence	3333 South Atlantic Avenue, Unit 1906	6/30	Install 4 motorized rolldown hurricane shutters	\$16,703.00	\$186.38

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Sandpoint Condo	2615 South Atlantic Avenue	6/30	Replace existing generator	\$45,500.00	\$1,080.48
Oasis Condo	125 Boynton Boulevard	6/30	Rebuild roof frame above stairwell	\$10,000.00	\$125.50
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$	\$

Building Division Revenue by Permit Category:

PERMIT TYPE	JUNE 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	JUNE 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
BUILDING	\$25,670.83	\$209,844.66	\$13,233.07	\$176,388.11
ROOF	\$6,231.50	\$41,321.94	\$913.94	\$25,392.40
DEMOLITION	\$0.00	\$0.00	\$0.00	\$340.00
ELECTRICAL	\$5,168.61	\$37,111.53	\$1,500.75	\$23,048.79
MECHANICAL	\$5,735.38	\$39,584.70	\$7,664.57	\$39,691.62
PLUMBING	\$6,583.91	\$28,925.55	\$1,811.88	\$40,544.51
SIGN	\$243.69	\$1,991.66	\$80.25	\$2,864.26
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$220.00	\$660.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$361.97	\$3,018.44	\$150.75	\$2,404.37
DEVELOPMENT FEES	\$480.00	\$2,655.00	\$220.00	\$13,629.44
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$50,475.89	\$364,453.48	\$25,795.21	\$324,963.50

Building Division Activities:

ACTIVITY	JUNE 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	JUNE 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
INSPECTIONS	{278} + [0] = 278	2360	{16} + [297] = 313	2869
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	2	3
TEMPORARY CERTIFICATES OF	0	1	0	2

OCCUPANCY ISSUED				
FINAL INSPECTIONS	{145} + [0] = 145	1457	{12} = [204] = 216	1902
FAILED INSPECTIONS	{28} + [0] = 28	163	{0} + [42] = 42	365

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

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

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: \$40,718,962.20

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 - JUNE 2025

FACILITIES MAINTENANCE DIVISION:

This division has three positions, two building maintenance employees and one custodial position.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed 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 position is responsible for assisting with setting up for rentals at the Community Center if needed, janitorial type duties such as 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: Assist with set ups and break downs, checked and cleared AC and ice machine pipes, fixed bracket on stage stairs, changed out kitchen faucets, reset AC password
- Public Safety: Broke down storage room and evidence room and moved to the fire bay to paint the areas, checked and cleared AC

pipes, assisted install of exhaust fans, supervised flooring replacement, install drain for dehumidifier

- City Hall: Worked on third floor copier move into the kitchen, removed counter and cabinet, painted walls, covered flooring, assembled HR new chair
- Facility Building: Painted Deputy Director's office

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician. Currently, this division is down two Maintenance Worker positions. However, these positions are filled with temporary employees.

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:

- Removed Veteran banners and returned blue city banners along SRA1A
- Repaired potholes in the alley adjacent to Mikes Gifts Shop, Thames Avenue and Glen Myra Avenue

- Made repairs to public beach walkovers at St Croix, St Maarten, Ocean Villas and Fornari Park
- Repaired storm drain washout at the public safety compound
- Replaced broken sink faucets, toilet seats, sensors and soap dispenser in multiple parks and facilities
- Repaired/replaced broken sprinklers and valves in multiple parks and facilities

Electrician:

- Electrical Locates: 95
- Continued work on broken streetlights and turtle light shields
- Installed new charging cord cap on the fire truck
- Started police trailer plug project
- Finished up ground lights at the Court of Flags
- Started HAM radio antenna project at PS
- Started electric and CAT cable project to move third floor copier to kitchen
- Relocated speakers to city hall conference room on the third floor
- Continued working on fixing pavilion rope lighting
- Assisted in exhaust fan repair and replacement in fire bay
- Worked on fixing or replacing the CO2 sensor system in the fire bay
- Repaired lights in juvenile holding cell

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 – 117
- Sewer credit meter read - 2
- Checked cooling towers and grease traps in the city
- Investigated sewer backups at 2904 Riverpoint Dr., 3226 Atlantic Ave. and 3064 Peninsula Dr.
- Located and verified a list of water meters for Finance Dept.
- Posted door flyers for temporary odor control system shut down



**CITY COMMISSION AGENDA MEMORANDUM
AUGUST 5, 2025 AGENDA**

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

SYNOPSIS:

As of June 2025 the city has collected 86.1% of budgeted revenues for FY 24-25 and expensed 54.4% of budgeted expenditures. Capital purchases are 59.6% of budgeted. Investments in treasuries account for 68.5% of all investments; General Fund \$17,878,200 and Sewer Fund \$8,600,303.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 24-25 Pd 09 June 2025 Executive Financial Report

EXECUTIVE SUMMARY

Month Ending June, 2025

June, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$20,392,242	\$19,587,043	\$805,199	4%
General Fund Sub-Total	\$20,392,242	\$19,587,043	\$805,199	4%
Sewer Fund Operations	\$2,670,185	\$3,461,684	(\$791,499)	-30%
Sewer Fund Restricted Impact Fee	\$5,093	\$1,996	\$3,097	61%
Sewer Fund Sub-Total	\$2,675,278	\$3,463,680	(\$788,402)	-29%
TOTAL ALL FUNDS FISCAL YTD	\$23,067,519	\$23,050,722	\$16,797	0%

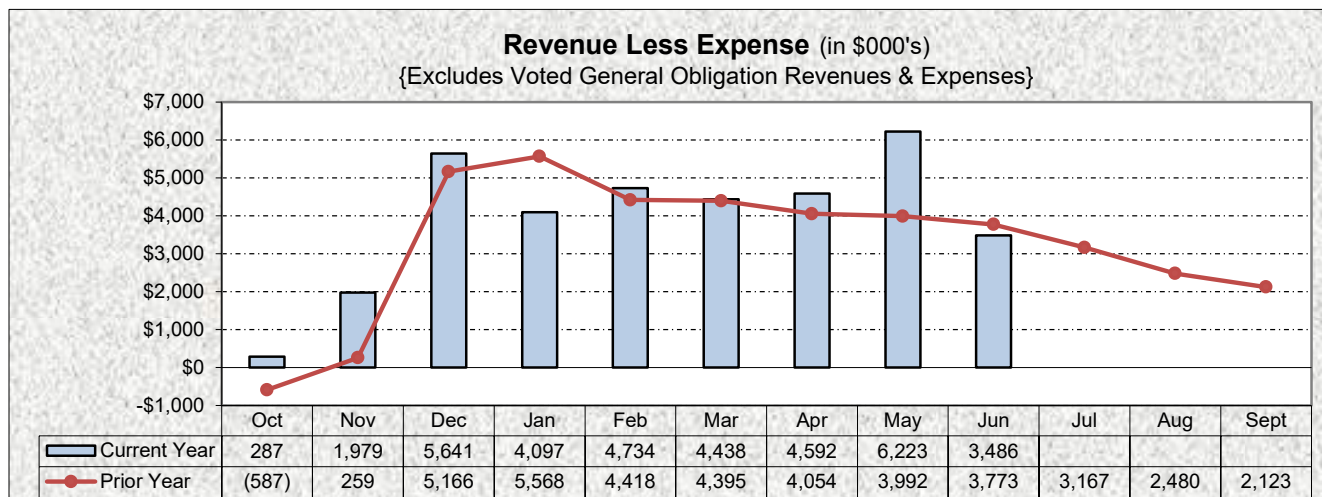
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$28,137,580	\$24,585,735	\$3,551,845	14%
Sewer Fund	\$12,321,435	\$11,867,258	\$454,177	4%
Sub-Total Operating Funds	\$40,459,015	\$36,452,993	\$4,006,022	11%
TOTAL ALL FUNDS	\$40,459,015	\$36,452,993	\$4,006,022	11%

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	\$1,198,422	\$260,631	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,174,678	\$620,291	\$1,794,969

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

Month Ending June, 2025

NON-G.O. FUNDS	June, 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	\$17,946	\$14,476	\$14,275	\$201	1%
General Fund Capital	\$7,207	\$5,916	\$0	\$5,916	
Utility Fund	\$11,465	\$2,623	\$2,545	\$78	3%
Utility Fund Capital	\$13,984	\$47	\$0	\$47	
Total Revenues & Appropriations	\$50,602	\$23,062	\$16,820	\$6,196	37%
Expenses ('000s)					
General Fund Less Capital	\$17,936	\$14,759	\$7,389	\$7,370	100%
General Fund Capital	\$7,218	\$2,414	\$443	\$1,971	445%
Utility Fund	(\$2,519)	\$2,356	\$1,899	\$457	24%
Utility Fund Capital	\$13,984	\$47	\$0	\$47	
Total Expenses & Appropriations	\$36,618	\$19,576	\$9,731	\$9,798	101%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,219	\$6,443	(\$3,224)	(\$1)
Utility Fund	\$13,984	\$267	\$646	(\$379)	-59%
Revenue Less Expense	\$13,984	\$3,486	\$7,089	(\$3,603)	-51%



General Fund Detail Budget Report

Month Ending June, 2025

	June, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	9,588,968	9,059,215	529,753	5.85%
Business Taxes	99,000	105,677	107,514	(1,837)	-1.71%
Utility Taxes	1,071,800	667,150	748,654	(81,503)	-10.89%
Permits & Franchise Fees	1,144,600	716,245	710,744	5,502	0.77%
Intergovernmental	2,148,200	306,276	451,538	(145,262)	-32.17%
Donations	-	235	720	(485)	-67.39%
Charges for Services	1,967,000	1,625,574	1,677,426	(51,852)	-3.09%
Fines & Forfeitures	105,000	35,245	119,971	(84,727)	-70.62%
Non-G.O Interest	685,000	432,668	597,292	(164,624)	-27.56%
Unrealized Investment G/(L)	-	-	0	-	
Miscellaneous & Fixed Asset Sales	961,202	1,259,338	161,551	1,097,787	679.53%
Internal Services	1,266,700	838,867	811,422	27,445	3.38%
Non G.O. Transfer In-Fund Balance	5,681,898	4,816,000	0	4,816,000	
Non-G.O. Gen. Fund Revenue	\$25,153,400	\$ 20,392,242	\$ 14,446,047	\$ 5,946,195	41.16%
Non-G.O. CAPITAL Revenue	7,206,961	5,915,800		5,915,800	
Total Non-G.O. Revenue	32,360,361	26,308,042	14,446,047	11,861,995	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	119,253	118,799	454	0.38%
Executive	829,800	536,838	585,598	(48,760)	-8.33%
Finance	762,600	440,881	371,777	69,104	18.59%
Legal Counsel	189,700	98,702	94,727	3,976	4.20%
Comp. Planning	148,000	90,729	54,952	35,778	65.11%
Information Technology	746,142	559,490	322,735	236,755	73.36%
Other Gov't Services	59,000	5,887	2,058	3,829	186.08%
Public Safety Operations	7,468,000	4,966,641	4,560,976	405,665	8.89%
Building Dept.	757,700	786,787	473,931	312,856	66.01%
Emergency Mgmt - Hurricanes	-	-	(134)	134	100.00%
Phy. Envir. -- Solid Waste/Recycle	1,631,200	1,196,718	1,043,607	153,111	14.67%
Public Works Operations	2,250,556	1,405,258	1,116,407	288,851	25.87%
Inventory	-	-	0	-	
Human Resources	67,100	26	0	26	
Parks & Rec	599,639	396,000	420,549	(24,550)	-5.84%
Community Center	690,644	447,558	475,464	(27,907)	-5.87%
Senior Center	-		0	-	
Economic Development Programs	100,000	13,140	24,393	(11,253)	-46.13%
Contingency/Transfers	8,393,061	5,915,800	0	5,915,800	
Long-Term Debt	225,658	193,171	267,293	(74,123)	-27.73%
Non-G.O. Operations Expense	25,153,400	17,172,879	9,933,132	7,239,747	72.88%
Non-G.O. CAPITAL Expense	7,206,961	2,414,163	970,393	1,443,770	148.78%
Total Non-G.O. Expense	32,360,361	19,587,043	10,903,525	8,683,518	79.64%
Non-G.O. Revenue Less Expense	\$ -	\$ 805,199	\$ 3,542,522	\$ (2,737,323)	-77.27%

Utility Fund Detail Budget Report

Month Ending June, 2025

Fund 401			VERSUS PRIOR YEAR TO DATE		
	June, 2025			Vs. Prior Yr.	
	Current Budget	Current YTD Actual	Prior YTD Actual	Favorable / (Unfavorable)	% vs. Prior Year
<u>Operations Revenues</u>					
Charges for Services	\$ 4,739,200	\$2,417,614	\$2,501,885	(\$84,271)	-3%
Interest	215,000	252,571	301,607	(49,036)	-16%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	6,551,700			0	
Transfer from Fund Balance	\$ 3,383,188	0	0	0	
Total Operating Revenues	\$ 25,432,088	\$2,670,185	\$2,803,492	(\$133,307)	-20%
<u>Operations Expenditures</u>					
Sewer Operating Incl. Depreciation	\$ 11,448,500	\$2,401,184	\$2,579,015	\$177,831	7%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	13,983,588	1,060,500	0		
Total Operating Expense	\$ 25,432,088	\$3,461,684	\$2,579,015	\$177,831	7%
Operations Margin	\$ -	(\$791,499)	\$224,477		
% Gain/(Loss)		-23%	9%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 5,001	\$11,800	(\$6,799)	-58%
Impact Fee Interest	100	92	91	1	1%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 5,093	\$ 11,891	\$ (6,798)	-57%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 1,996	\$5,736	\$ 3,740	65%
Total Impact Fee Expense	\$ 16,100	\$ 1,996	\$5,736	\$ 3,740	65%
Impact Fee Margin	\$ -	\$ 3,097	\$ 6,155	\$ (3,058)	-50%
% Gain/(Loss)		155%	107%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 25,448,188	\$2,675,278	\$2,815,382	(\$140,104)	
TOTAL FUND Expense	\$ 25,448,188	\$3,463,680	\$2,584,751	\$878,929	
FUND Revenue Less Expense		(\$788,402)	\$230,631	\$738,824	

[a] In Enterprise Funds, debt service principal payment expenses are credited against the debt liability on the balance sheet, reducing the debt on the Balance Sheet and eliminating the expense from the Income Statement.

[b] In Enterprise Funds, the expense of Capital is allocated to depreciation, which in this report is included in the listed operating expense.

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending June, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	10,800	-
30100 GF Improvements	Improvements	355,000	
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	
30500 PS Vehicles/Equipment	Equipment/Vehicles	2,677,600	981,800
30800 GF Transportation	Improvements	299,400	
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	24,576
32200 GF Leisure Capital	Improvements, Machinery	950,961	4,185
GENERAL FUND TOTAL		7,217,761	1,010,561
40800 SWR Equipment	Equipment	166,000	-
40900 SWR Improvements	Improvements	13,817,588	46,725
	Capital Offset to Depreciation Exp	(13,983,588)	(2,191,450)
GRAND TOTAL		7,217,761	1,010,561

INVESTMENT REPORT
Month Ending June, 2025

Policy Restrictions

<u>Investment</u>	<u>June, 2025</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	68.6%	Yes
Cash & CDs	CASH			None	31.4%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 624	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 624	4.48%	0%
TOTAL SBA						\$ 1,248		0.0%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 2,823,731	4.03%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	\$ 2,145,471	3.96%	5%
U.S. Treasury Bill	912797NL7	11/29/2024	Investment	USGS	General Fund	\$ 5,842,796	3.12%	14%
U.S. Treasury Bill	912797PW1	9/11/2025	Investment	USGS	General Fund	\$ 3,962,054	2.63%	10%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 3,959,534	4.08%	10%
U.S. Treasury Bill	912797NA0	10/30/2025	Investment	USGS	General Fund	\$ 2,825,703	3.10%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	Sewer Fund	\$ 1,656,032	4.02%	4%
U.S. Treasury Bill	912797QD2	11/28/2025	Investment	USGS	Sewer Fund	\$ 2,823,085	3.76%	7%
U.S. Treasury Bill	912797PW1	4/16/2026	Investment	USGS	Sewer Fund	\$ 1,698,448	2.63%	4%
TOTAL US TREASURIES						\$ 27,736,853		68.6%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 9,827,399	0.75%	24%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,836,744	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,896	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 875,906	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,696	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,937	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 12,720,914		31.4%

TOTAL CURRENT VALUE @ PERIOD END	\$40,459,015
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	2.3739%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 28,137,580	\$ 28,038,707	\$ 26,928,469	\$ 24,129,394
Sewer Fund	\$ 12,321,435	\$ 12,882,885	\$ 11,746,176	\$ 12,401,975
TOTAL	\$ 40,459,015	\$ 40,921,593	\$ 38,674,645	\$ 36,531,369
Percent Change for Current	N/A	-1.1%	4.6%	10.8%

Month Ending June, 2025

June, 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)		4.47%	\$ 624		\$28
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 9,827,399		\$73,705
	<i>Includes Contraband Pool Cash</i>			\$ 44,055		\$0
	<i>Includes Economic Development Cash</i>			\$ 543,041		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 2,520,933		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,253,356)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,937	0.15%	\$ 36,937	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$875,906	0.75%	\$ 875,906	-	\$6,569
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (193,850)		\$0
	CD (5936)	\$110,336	1.85%	\$ 110,336	\$0	\$2,041
JP Morgan	US Treasury Securities	\$18,487,238	3.45%	\$ 18,733,585	\$246,347	\$636,997
ALL GENERAL FUND			3.10%	\$ 28,137,580	\$246,347	\$719,397
PRIOR MONTH				\$ 28,371,510		

SEWER OPERATING						
SBA	Investment (032)	\$624	4.47%	\$ 624	\$0	\$28
BoA	Sewer Operating Fund (4319)	\$1,836,744	0.75%	\$ 1,836,744		\$13,776
Seacoast	Cash (4966)	\$22,696	0.15%	\$ 22,696	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,373,949		\$0
JP Morgan	US Treasury Securities	\$8,932,204	3.39%	\$ 9,003,268	\$71,064	\$302,374
ALL SEWER OPERATING FUND			3.59%	\$ 12,237,281	\$71,064	\$316,211
PRIOR MONTH				\$ 12,098,203		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 10,896		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 73,258		\$0
ALL SEWER IMPACT			0.10%	\$ 84,154	\$0	\$82
PRIOR MONTH				\$ 82,502		

ALL FUNDS			2.56%	\$ 40,459,015	\$317,411	\$1,035,690
PRIOR MONTH				\$ 40,552,215		
MONTHLY CHANGE				\$ (93,200)		
MONTHLY CHANGE %				-0.2%		

Month Ending June, 2025

June, 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	4.03%	\$ 2,823,731	\$ 69,973		\$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	3.96%	\$ 2,145,471	\$ 44,426		\$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797PW1	06/12/25	09/11/25	\$ 3,996,000		\$ 3,953,980	2.63%	\$ 3,962,054	\$ 8,074		\$ 42,020
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	4.08%	\$ 3,959,534	\$ 102,249		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NL7	05/29/25	11/28/25	\$ 5,945,000		\$ 5,821,172	3.12%	\$ 5,842,796	\$ 21,624		\$ 123,828
ALL GENERAL FUND					\$ 19,004,000		\$ 18,487,238		\$ 18,733,585	\$ 246,347	\$ -	\$ 516,762
									PRIOR MONTH	\$ 18,669,336		
												3.45%

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	4.02%	\$ 1,656,032	\$ 36,272		\$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797NA0	04/29/25	10/30/25	\$ 2,866,000		\$ 2,808,369	3.10%	\$ 2,825,703	\$ 17,334		\$ 57,631
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	\$ 2,913,000		\$ 2,809,099	3.76%	\$ 2,823,085	\$ 13,986		\$ 103,901
J.P.Morgan	US Treasury Bill (12-month)	912797PW1	06/12/25	09/11/25	\$ 1,713,000		\$ 1,694,976.03	2.63%	\$ 1,698,448	\$ 3,472		\$ 18,024
ALL SEWER OPERATING FUND					\$ 9,177,000		\$ 8,932,204		\$ 9,003,268	\$ 71,064		\$ 244,796
									PRIOR MONTH	\$ 8,969,794		
												3.39%

ALL FUNDS					\$ 28,181,000		\$ 27,419,442		\$ 27,736,853	\$ 317,411		
									PRIOR MONTH	\$ 27,639,130		
									MONTHLY CHANGE	\$ 97,723		
									MONTHLY CHANGE %	0.4%		



CITY COMMISSION AGENDA MEMORANDUM AUGUST 5, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Volusia County - Daytona Beach Shores Municipal Services Provision Interlocal Agreement

SYNOPSIS:

The current Interlocal Agreement (ILA) for Municipal Services with Volusia County will expire on September 30th of this year. The proposed ILA (attached), if approved by both the City and County, will run for the next three (3) fiscal years. The ILA memorializes contract services and terms for the provision of services to the City by the County. The ILA services provided by Volusia County in this ILA are for the general maintenance and repair of City-maintained drainage infrastructure and roads, including traffic signals, and traffic engineering services. The only substantial changes made in the proposed ILA relative to the current ILA are: (1) removal of FDOT city maintenance requirements for state roads since this responsibility has been transferred directly to Volusia County and (2) removal of FDOT traffic control devices listed in the City due to the change noted in #1 above.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval as presented.

ATTACHMENT: 1. DBS-COV Interlocal Exp 2028

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Daytona Beach Shores, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

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

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2025** and shall terminate at midnight on **September 30th, 2028** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

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

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Kurt Swartzlander, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

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

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

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

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Daytona Beach Shores Fiscal Years 2025-26, 2026-27 and 2027-28* which is hereby attached as the ten page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

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

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Daytona Beach Shores have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF DAYTONA BEACH SHORES

By: _____
Name: Cheri Schwab
Title: City Clerk
Dated: _____

By: _____
Name: Nancy Miller
Title: Mayor
Dated: _____

By: _____
Name: Kurt Swartzlander
Title: City Manager
Dated: _____

Approved as to form
and correctness:

Becky Vose
City Attorney

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Daytona Beach Shores**

Fiscal Years 2025-26, 2026-27 and 2027-28

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF DAYTONA BEACH SHORES
FY 2025-26, 2026-27 AND 2027-28**

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed and As Determined by CITY
Traffic Engineering	As Needed and As Determined by CITY

Public Works Services Overview

The City of Daytona Beach Shores (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. If the CITY elects to utilize emergency vehicle preemption, the following Standard Operating Procedure shall be implemented to ensure the technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF DAYTONA BEACH SHORES - TRAFFIC CONTROL DEVICES
As of 4/15/2025

WITHIN COASTAL ZONE

☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
072E	S ATLANTIC AV @ EMILIA AV				RRFB								CITY
072N	S ATLANTIC AV @ EMILIA AV				RRFB								CITY

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

FDS – Emergency Fire Dept Signal

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB – Traffic Warning Beacon LE LED – Leading Edge LED

UPS – Uninterruptible Power Supply/Battery Backup

OPT – Opticom (F) – Fire (B) – Bus Priority



CITY COMMISSION AGENDA MEMORANDUM AUGUST 5, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Ordinance 2025-08: Voluntary Annexation, 2920 S. Peninsula Drive

SYNOPSIS:

Andrew E. Melville, Jr. and Bonnie Jean Melville, property owners of the unincorporated Volusia County single-family residential property located at 2920 S. Peninsula Drive (Exhibit 1), have petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owners purchased the property in early 2025. If adopted, Ordinance 2025-08 will annex the subject property and adjacent right-of-way (to its opposite edge) into the City limits of Daytona Beach Shores (Exhibit 3).

FISCAL IMPACT STATEMENT:

No fiscal year 2024-25 impact.

BACKGROUND:

The subject property is approximately 0.283 acres with dimensions 91.42' x 135'. The property contains a one-story single-family residential structure of 2,566 sq ft and a total building area of 3,800 sq ft. (Exhibit 4). Pursuant to Section 171.062, Florida Statutes, the owners have also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

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

PUBLIC NOTICE: Evidence of due public notice (Exhibit 7) has been submitted to the office of the City Clerk.

CITY COMMISSION: The City Commission approved Ordinance 2025-08 at first reading on July 1, 2025.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-08 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-08 as presented."

- ATTACHMENT:**
1. Ord 2025-08-Voluntary Annexation
 2. Annexation Staff Report Exhibits 1 through 7, Ord 2025-08
 3. Business Impact Estimate Form associated with Ord 2025-08

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 2920 S. PENINSULA DRIVE (TAX PARCEL IDENTIFICATION NUMBER 5327 09 00 0160) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Andrew E. Melville, Jr. and Bonnie Jean Melville, property owners, applied for annexation of property into the City of Daytona Beach Shores and are hereby determined to be the fee simple title owners of the real property described below; and

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

WHEREAS, the subject property is currently addressed 2920 S. Peninsula Drive; and

WHEREAS, the subject property currently has a Tax Parcel Identification Number 5327 09 00 0160; and

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

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

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

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

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

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

; and

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

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

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

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

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

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

LOT 16 RIVER POINT SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGES 113, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST. VOLUSIA COUNTY FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 16, THENCE RUN S62°38'00"W, ALONG THE SOUTHERLY LINE SAID LOT 16, A DISTANCE OF 135.00 FEET TO THE WESTERLY LINE OF SAID LOT 16; THENCE N27°22'00"W ALONG SAID WESTERLY LINE, 91.42 FEET TO THE NORTHERLY LINE OF SAID LOT 16; THENCE N62°38'00"E, ALONG SAID NORTHERLY LINE, 135.00 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE S27°22'00"E ALONG SAID EASTERLY LINE, 91.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 12342 SQ. FEET, OR 0.283 ACRES MORE OR LESS.

TOGETHER WITH A PORTION OF SOUTH PENINSULA DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1823, PAGE 366, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 16, THENCE RUN N27°22'00"W ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PENINSULA DRIVE, 91.42 FEET TO THE NORTHERLY LINE OF SAID LOT 16; THENCE N62°38'00"E, ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE SAID LOT 16, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH PENINSULA DRIVE; THENCE S27°22'00"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 91.42 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE SAID LOT 16; THENCE S62°38'00"W, ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE, 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7314 SQ. FEET, 0.168 ACRES MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION.

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

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

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

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

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

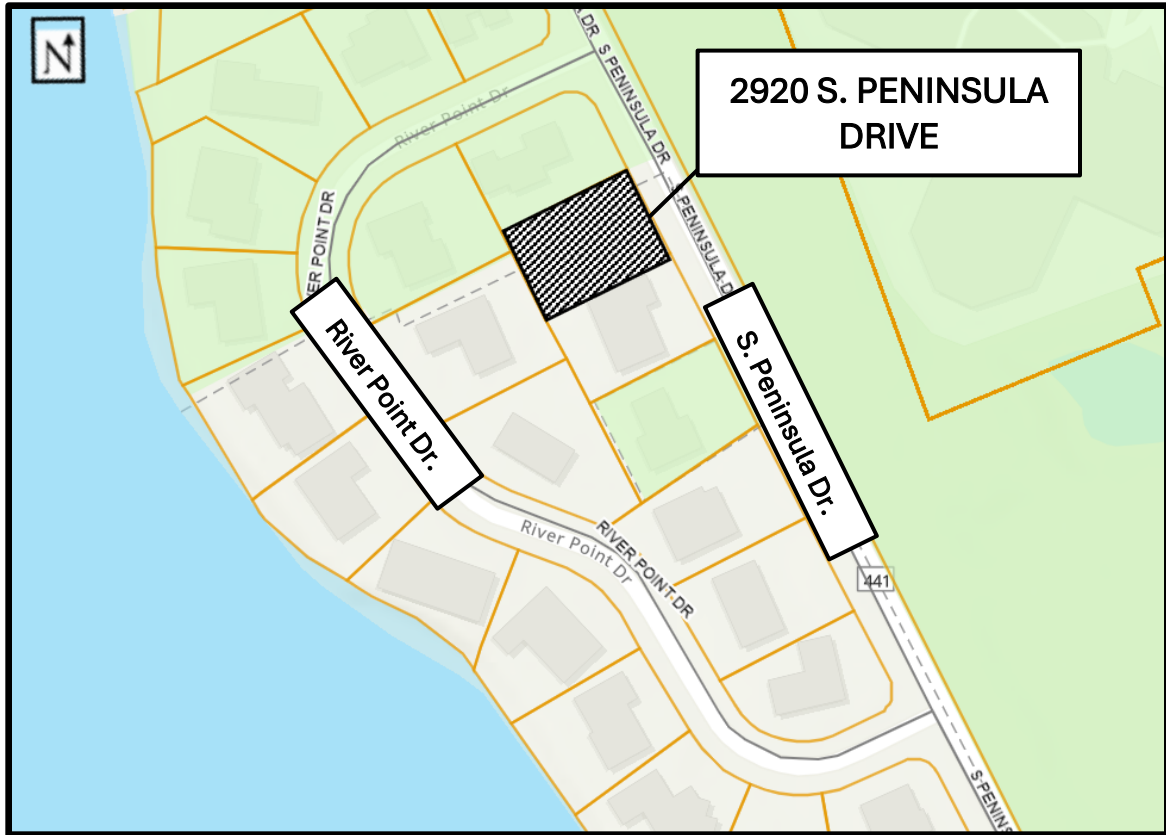
By: _____
GRETCHEN R.H. "BECKY" VOSE , CITY ATTORNEY

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

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

EXHIBIT A

(1) Location Map of Annexing Property (2920 S. Peninsula Drive)



Source: Volusia County Property Appraiser Website, 2025

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

EXHIBIT 1: Location Map of Annexing Property (2920 S. Peninsula Dr.)



Source: Volusia County Property Appraiser Website, 2025

EXHIBIT 2.A: Annexation Application



City of Daytona Beach Shores

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

RECEIVED

MAR 17 2025

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES
173595

REQUEST FOR ANNEXATION

3-17-25
(Date)

I (We) the undersigned am the sole property owner(s) of 2920 S. Peninsula, Volusia
County, Florida.
(Street Address)

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

Signed

Signature

Signature

ANDREW E MELVILLE, JR 612-860-4841
Name (Printed or typed) Telephone

BONNIE J MELVILLE 612-770-4111
Name (Printed or typed) Telephone

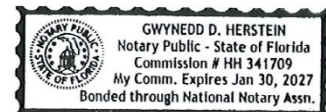
Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 17th day of March, 2025 by
Andrew E Melville, Jr. and Bonnie J. Melville, who is personally known to me or produced
Identification ☒ Type of Identification provided 2 Florida Drivers Licenses

Cliff Hester
Notary Public - State of Florida
My Commission Expires:



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

EXHIBIT 2.B: Property Appraiser Website Owner Information



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

AltKey: 3434374

Parcel ID: 532709000160

MELVILLE ANDREW E JR

2920 S PENINSULA DR, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3434374
Parcel ID:	532709000160
Township-Range-Section:	15 - 33 - 27
Subdivision-Block-Lot:	09 - 00 - 0160
Owner(s):	MELVILLE ANDREW E JR - TE - Tenancy in the Entirety - 100% MELVILLE BONNIE JEAN - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	2920 S PENINSULA DR DAYTONA BEACH FL 32118 5929
Physical Address:	2920 S PENINSULA DR, DAYTONA BEACH 32118
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	3101
Subdivision Name:	RIVER POINT
Homestead Property:	No

<https://vcpa.vcgov.org/parcel/summary/?altkey=3434374>

Page 1

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

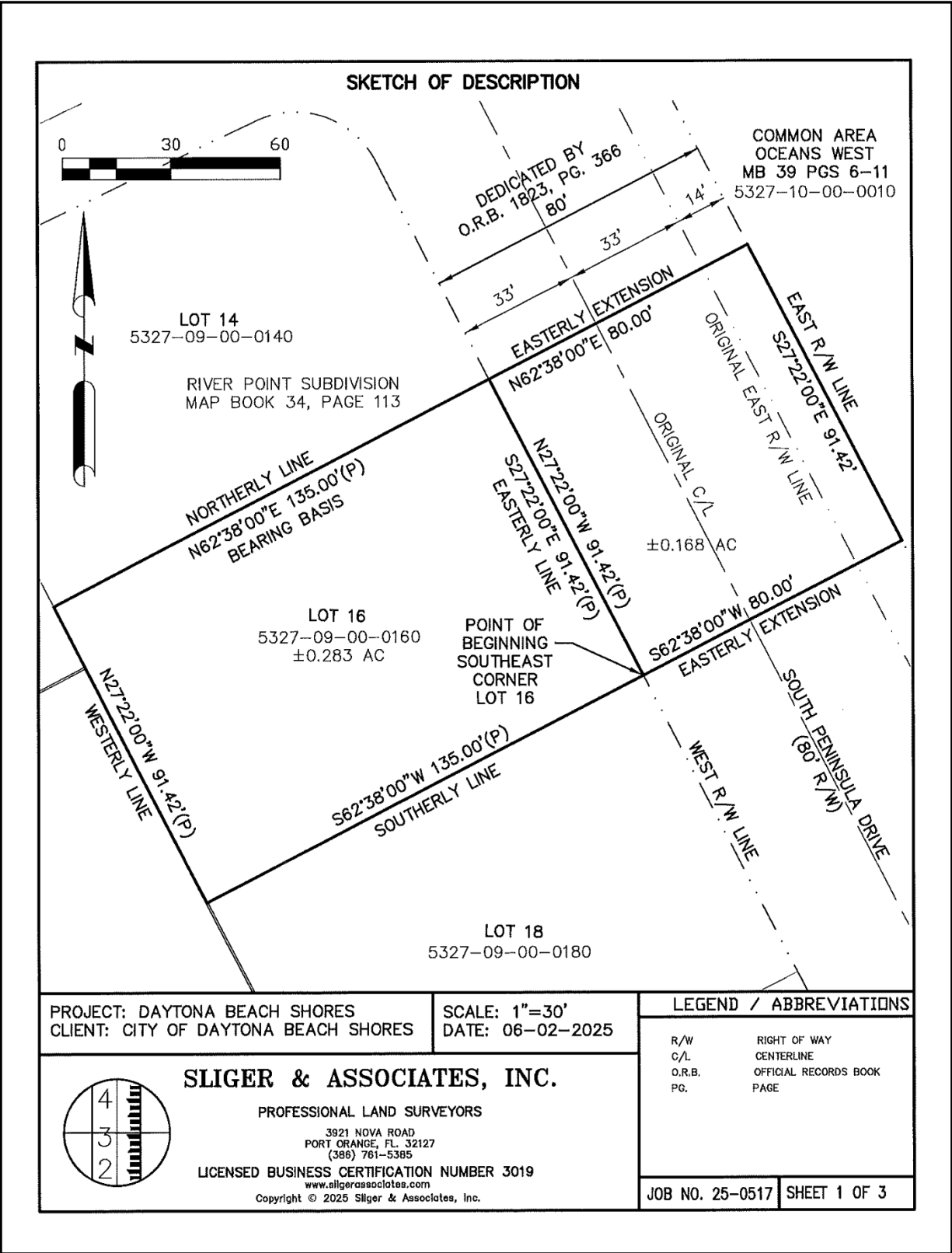


EXHIBIT 3: Metes and Bounds Sketch of Description, Page 2 of 3

SKETCH OF DESCRIPTION

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

LOT 16 RIVER POINT SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGES 113, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST. VOLUSIA COUNTY FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 16, THENCE RUN S62°38'00"W, ALONG THE SOUTHERLY LINE SAID LOT 16, A DISTANCE OF 135.00 FEET TO THE WESTERLY LINE OF SAID LOT 16; THENCE N27°22'00"W ALONG SAID WESTERLY LINE, 91.42 FEET TO THE NORTHERLY LINE OF SAID LOT 16; THENCE N62°38'00"E, ALONG SAID NORTHERLY LINE, 135.00 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE S27°22'00"E ALONG SAID EASTERLY LINE, 91.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 12342 SQ. FEET, OR 0.283 ACRES MORE OR LESS.

TOGETHER WITH A PORTION OF SOUTH PENINSULA DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1823, PAGE 366, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 16, THENCE RUN N27°22'00"W ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PENINSULA DRIVE, 91.42 FEET TO THE NORTHERLY LINE OF SAID LOT 16; THENCE N62°38'00"E, ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE SAID LOT 16, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH PENINSULA DRIVE; THENCE S27°22'00"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 91.42 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE SAID LOT 16; THENCE S62°38'00"W, ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE, 80.00 FEET TO THE POINT OF BEGINNING.
Containing 7314 Sq. Feet, 0.168 Acres more or less.

PROJECT: DAYTONA BEACH SHORES
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: 06-02-2025

DRAWN BY: J. MOLLER
JOB NO. 25-0517 SHEET 2 OF 3

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

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THE BEARINGS SHOWN HEREON ARE PLAT BEARINGS. WITH A BEARING OF N62°38'00"E, ALONG NORTHERLY LINE OF LOT 16.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 09-0652 FOR S. BELGRADE, DATED JULY 20, 2009.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2..

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

CERTIFIED TO:
CITY OF DAYTONA BEACH SHORES

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

Jeffrey S
Hattendorf

Digitally signed by Jeffrey S
Hattendorf
Date: 2025.06.25 07:52:54 -04'00'

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: DAYTONA BEACH SHORES
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: 06-02-2025

DRAWN BY: J. MOLLER

JOB NO. 25-0517 SHEET 3 OF 3

EXHIBIT 4.A: Aerial View of Annexing Property (2920 S. Peninsula Dr.)



Source: Eagleview CONNECTExplorer, 2023

EXHIBIT 4.B: Street View of Annexing Property (2920 S. Peninsula Dr.)



Source: Daytona Beach Shores, 2025

EXHIBIT 5: Pre-Annexation Form

Name of Property Owners: Andrew E. Melville, Jr. and Bonnie Jean Melville

Property Address & Tax Parcel ID: 2920 S. Peninsula Drive & 5327 09 00 0160

Lot Size: 91.42' x 135' = 12,342 sq ft (0.283 acres)

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

How is property contiguous? East ☒ West ☐ North ☒ South ☐

Property Appraiser Just/Market Value: \$510,137 (2025 Working Value)

Homesteaded Property: Yes ☐ No ☒

Special Flood Hazard Area: Yes ☐ No ☒

Improved Lot: ☒ Unimproved Lot (Vacant): ☐

Existing Use: Single Family Residential

Conforming Land Use: ☒ Non-Conforming Land Use: ☐ Explain:

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

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor ☐ Average ☐ Good ☒

Water Supplier: Port Orange ☒ Daytona Beach ☐

Sanitary (include provider): Sewer ☒ (Port Orange) Septic Tank ☐

If septic tank on site, is sewer available? Yes ☐ No ☐ N/A ☒

Metes and Bounds Survey conducted? Yes ☒ No ☐

Property Subject to Code Enforcement Action? Yes ☐ No ☒

Prepared by: Gwyn Herstein, City Planner

Date: June 19, 2025

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

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the North and East.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	Yes.
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2025-08
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave.
171.044(6)	Provision of notice to Volusia County Council members per statute.	Yes	Notice provided via certified mail per statutory requirement.

EXHIBIT 7: Proof of Public Notice Requirements having been met pursuant to Section 171.044(2), *Florida Statutes*

NOTICE OF VOLUNTARY ANNEXATION

The City Commission of the City of Daytona Beach Shores, Florida, will hold Public Hearings on July 1, 2025, at 6:00 p.m. and August 5, 2025, at 6:00 p.m. to consider adoption of the following ordinance:

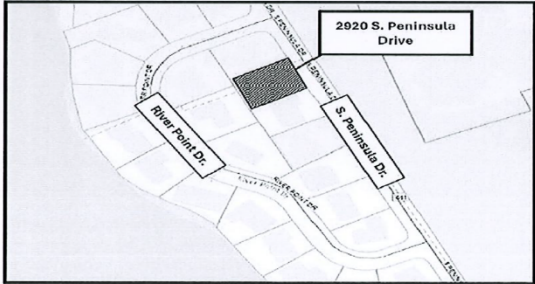
ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 2920 S. PENINSULA DRIVE (TAX PARCEL IDENTIFICATION NUMBER 5327 09 00 0160) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

The public hearing will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida. The complete legal description by metes and bounds and the ordinance can be obtained from the office of the City Clerk located at 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments with respect to the proposed amendment. Anyone who wishes to appeal any decision by the City Commission with respect to any matter considered at said Public Hearing 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.

NOTE: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the office of the City Clerk at 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



DB-42182722

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 2025-08

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 2920 S. PENINSULA DRIVE (TAX PARCEL IDENTIFICATION NUMBER 5327 09 00 0160) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

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

Business Impact Estimate:

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

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

Proposed Ordinance 2025-08 allows the property owners of a 12,342 sq ft parcel of land, on which a 2,566 sq ft single-family home was constructed in 1978, to voluntarily annex the property into the Daytona Beach Shores city limits. Adjacent and nearby Daytona Beach Shores property owners will benefit from the uniform application of prevailing codes and ordinances, as this annexation, if approved, will reduce the size of an existing enclave.

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

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

N/A

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

N/A

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

N/A

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

This ordinance will not directly impact any businesses. This ordinance seeks to allow a 12,342 sq ft parcel of land, with a single-family home constructed thereon, which is currently within the boundaries of Unincorporated Volusia County, to be annexed into the city limits of Daytona Beach Shores.

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

None.

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



CITY COMMISSION AGENDA MEMORANDUM AUGUST 5, 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 - Mythos Brew

SYNOPSIS:

The applicant, Mythos Brew, submitted a grant application to the Economic Development Committee requesting a new business lease subsidy grant. The restaurant hours will be Monday – Sunday, 7 AM – 8 PM and 7 AM – 9 PM during peak season. It is located at 2514 S. Atlantic Avenue, Units E & F, Daytona Beach Shores and the applicant has executed a five (5) year lease. Ms. Trikich has invested approximately \$100,000 in renovations to the rented space to provide residents and visitors with artisanal coffees and teas, gelato, and homemade pastries. The restaurant will employ two FTEs and two-three part-time employees.

The Economic Development Committee met on July 25, 2025, with the owner of Mythos Brew and is recommending the approval of the lease subsidy grant. The committee recommends that the grant money disbursement calculation be 25% in the first year, 15% in the second year, and 10% in the third year.

Attached are the grant application, business plan, executed lease, grant money disbursement calculation, and proposed grant agreement 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 and does not exceed \$20,000.

LEGAL REVIEW:

RECOMMENDATION:

The economic development committee recommends that the grant money disbursement calculation be 25% in the first year, 15% in the second year, and 10% in the third year.

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. Mythos application lease and business plan
2. Lease repayment - Mythos Brew
3. Lease Subsidy Grant Agreement Mythos Brew

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: *Mythos Brew*
CONTACT PERSON (if an entity): *Kollette Trickett*
ADDRESS: *150 Woodfern Ln.*
CITY: *Saint Augustine* STATE: *FL.* ZIP: *32086*
TELEPHONE: *503-720-1099* FAX:
EMAIL ADDRESS: *Nikollett@mythosbrew.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: *2514 S ATLantic Ave*

City: *Daytona Beach Shores* State: *FL.*

Zip: *32118*

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ see attached. Year: 2025
Maximum New Investment Value \$ 80,000 -
Certified by a licensed Florida Engineer or Architect \$ N/A

PROJECT DESCRIPTION:

Mythos Brew LLC has leased the empty unit that was once Tres Leches. When our doors open we will serve gourmet coffee and delightful loukoumades to our patrons while providing an enjoyable place to sip your morning coffee moments from the beach.

Many things must be inspected and repaired before the coffee shop can open its doors. These things include: the HVAC, the plumbing, the wiring, the 'hood', and the walk in cooler. In addition cosmetic additions must be made that include: cabinets, visual blocks, counters, and seating.

PROJECT BENEFITS TO THE CITY:

Mythos Brew LLC is transforming the empty unit that was once Tres Leches, bringing life back into the shopping plaza that has lay empty since Hurricane Ian hit two years ago. When Mythos Brew's doors open they will welcome the community into a lovely greek coffee shop. Boasting the sweetest YaYa Kollete and tantalizing aromas of coffee and loukoumades, Mythos Brew will be a hot spot for locals and visitors alike.

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

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: 

DATE: 2/21/2025

PRINTED NAME: Kolllette TriKich.

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of February, 2025 by Kolllette TriKich, who is personally known to me, OR who has produced Oregon Drivers license as identification and did (did not) take an oath. My commission expires: 5/9/2027



JOANNA FORQUER
Notary Public
State of Florida
Comm# HH395966
Expires 5/9/2027

Printed Name: Joanna Forquer
NOTARY PUBLIC 

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS:
TAX PARCEL ID:

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

OWNER (Printed Name)

NAME PRINTED

WITNESS #2 (Signature)

OWNER (Signature)

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of , 20
by , who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

***NOTE: If more than one owner please provide additional affidavit of ownership
for each owner.**

AUTHORIZATION TO APPLY

I, _____, am the owner of the following described property:

PROPERTY ADDRESS:

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:
(IF APPLICABLE)

PROPERTY OWNER (1) (Print Name)

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)

PROPERTY OWNER (2) (Signature)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, who is personally known to me, OR who has produced
as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

***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: 2514 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

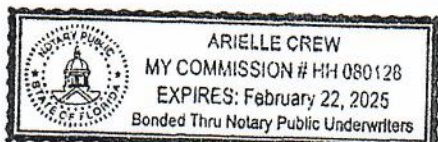
OWNER (2) (Signature)

STATE OF FLORIDA

COUNTY OF ~~VOLUSIA~~ Broward

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 2/02/2025



Printed Name: Arielle Crew
NOTARY PUBLIC

Arielle Crew

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.

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into as of the date set forth hereinbelow, by and between **Daytona Ocean Retail, LLC**, a Florida limited liability company dba "**Gianni's Plaza**", hereinafter referred to as "**Landlord**", and **Srbislav N. Trikich**, individually, hereinafter referred to as "**Tenant**".

WITNESSETH

1. **LEASED PREMISES.** In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases, lets and demises to Tenant the approximately **2,098 square feet** of commercial space, representing **12.64%** of "**Gianni's Plaza**", more commonly referred to as **Units E and F**, at the following described location: **2601 S. Atlantic Ave., Daytona Beach Shores, Florida 32118**, highlighted on the attached Exhibit "**A**" (the "Leased Premises"). The Leased Premises specifically includes the shared parking areas currently used for customers and employees of "**Gianni's Plaza**". All parking spaces are shared by all tenants of the subject property.

2. **TERM.** Subject to and upon the conditions set forth herein, the term of this Lease shall commence (the "Commencement Date") on **October 11, 2024**, and shall continue for a period of approximately **five years**, terminating on **September 30, 2029** (the "Initial Term"). Tenant shall be entitled to occupancy of the Leased Premises on the Commencement Date provided Tenant has complied with all other provisions of this Lease, and Rent shall begin to accrue as further set forth herein.

Tenant may renew the Lease for one additional term of five years beginning upon the expiration of the Initial Term as described herein, upon the mutual written agreement of Landlord and Tenant. In order to extend the lease term, Landlord and Tenant must execute said mutual written agreement not less than ninety (90) days prior to the expiration of the Initial Term. Rent for the renewal term shall be at rate representing fair market value for the Leased Premises at the time of such mutual written agreement, and must be agreed upon by the parties prior to the beginning of the Renewal Term. The lease renewal shall otherwise be upon the same covenants, conditions and provisions as provided in this Lease.

3. RENT AND SECURITY DEPOSIT.

(a) **Rent.** Tenant agrees to pay to Landlord, on or before the Rent Commencement Date as defined herein, Rent for the Leased Premises, in advance, without demand, deduction or set off, except as otherwise provided herein. Base rent shall be **\$3,496.00** per month **plus applicable sales tax** ("Base Rent"). The first month's rent of **\$3,496.00, plus sales tax**, shall be due and payable to Landlord before Tenant takes occupancy of the Leased Premises. In addition to the first month's rent, Tenant shall pay to Landlord, before taking occupancy or possession of the Leased Premises, the following amounts:

1. Last Month's Rent:	\$ 3,496.00 + 2.5% sales tax
2. Security Deposit	\$ 3,496.00
3. Lease Prep and Closing fee:	\$ 900.00
TOTAL DUE ON MOVE-IN:	\$ 11,562.80

Each of the additional amounts indicated above shall be considered "Additional Rent" as defined herein, and failure of Tenant to deposit such Additional Rent shall be deemed a Tenant default under this Lease.

Subsequent monthly payments of Base Rent, applicable sales tax, and all other sums of Additional Rent as defined herein, shall be due beginning on **December 1, 2024** (the "Rent Commencement Date") and shall continue thereafter on the sixth (1st) day of each month for the duration of the Initial Term.

Annual Increase in Base Rent. Base Rent for each year of the Initial Term shall increase by three percent (3.0%) over the prior year's Base Rent rate, beginning on the date which is 12 months following the Commencement Date. For each applicable Renewal Term, the rent shall increase by a minimum of three percent (3.0%) over the prior year's rental rate. All said rent is subject to Florida's Sales Tax and adjusted annually for any increases, which shall be paid by Tenant, together with the Rent as indicated herein.

Real Estate Taxes. Tenant shall pay to Landlord, as Additional Rent, Tenant's proportional share of the real estate taxes assessed against the real property where the Leased Premises are located (the "Property Taxes"). Tenant's obligation for payment of the Property Taxes shall be based upon the square footage of the Leased Premises, proportioned to the total square footage in the Plaza, more specifically: **12.64% of the total, gross real estate taxes assessed against the Property where the Leased Premises are located.** Tenant shall pay its proportionate share of Property Taxes, together with all applicable sales taxes thereon, in monthly installments, without demand, deduction, or set off 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 gross real estate taxes paid for the preceding year. Should Property Taxes be underestimated, Tenant shall pay any deficiency along with the payment of monthly Rent next due and thereafter pay its adjusted proportionate share of Property Taxes in equal monthly installments as herein provided. Beginning on the Commencement Date, Tenant shall be responsible for the following initial Property Taxes payments: **\$135.87 per month, subject to change by Landlord, pursuant to the terms and provisions herein.**

Common Area Maintenance. 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 of whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Plaza and the rents therefrom, including but not limited to all 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. 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, more specifically, **12.64% of the total Operating Costs for the Plaza.** Tenant shall pay its proportionate share of Operating Costs, together with all applicable sales taxes thereon, in monthly installments, without demand, deduction, or set off 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 and thereafter pay its adjusted proportionate share of Operating Costs in equal monthly installments as herein provided. Beginning on the Commencement Date, Tenant shall be responsible for the following initial Operating Cost payments: **\$319.04 per month, subject to change by Landlord, pursuant to the terms and provisions herein.**

Payments by ACH. Tenant hereby agrees that all sums due under this Lease are required to be paid via e-check or ACH electronic funds transfer to the account of Landlord, on or before the due date for each monthly installment of rent due under this Lease, and Tenant hereby agrees that unless otherwise instructed in writing by Landlord, Tenant shall not attempt to make payment of rent by any other means. Landlord may provide written directions to Tenant for deposits of Base Rent and Additional Rent, and may change such directives at Landlord's sole discretion.

Utilities. All utility services at the property shall be the responsibility of Tenant pursuant to the provisions of this Lease.

(b) Security Deposit. In addition to the first month's rent required prior to Tenant's occupancy of the Leased Premises, Tenant agrees to deposit with Landlord no later than the date of Tenant's occupancy or possession of the Leased Premises, the sum of **\$3,496.00**, which sum shall be held by Landlord without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such deposit to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned within a reasonable time by Landlord to Tenant at such time after termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled. If, during the term of this Lease, Landlord, in Landlord's sole opinion, judgment and discretion, deems itself insecure as to the performance or prospect of performance by Tenant as to any of Tenant's obligations pursuant to this Lease, Tenant shall be required to provide Landlord with an additional security deposit in an amount and form acceptable to Landlord.

(c) Late Payment. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage covering the Leased Premises. Accordingly, if any installment of Rent, Additional Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the amount is due, then Tenant shall immediately pay to Landlord a late charge equal to ten percent (10%) of such overdue amount or the sum of Two Hundred Fifty Dollars (\$250.00), whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder. All payments of past due sums will be made in the form of an e-check or ACH electronic transfer of funds. Late fees and sales tax shall be deemed Additional Rent.

(d) Late payment penalties due as provided for herein shall be deemed Additional Rent, and Landlord shall have all rights and remedies with respect to non-payment thereof as Landlord has for non-payment of Rent. Tenant shall be responsible for any sales tax payable on payments of said penalties.

(e) Should an attempted transfer of funds from Tenant be dishonored or returned by Landlord's bank for any reason, Landlord shall be entitled to apply, in addition to the above assessments, a service charge of one hundred fifty dollars (\$150) for each such occurrence and Landlord shall then be entitled to require all future payments owed hereunder to be delivered in the form of a cashier's check.

(f) Landlord shall apply payments from Tenant in the following order: First, toward interest charges accrued against Tenant's account; Second, toward late fees, service charges or legal expenses assessed against Tenant's account; Third, toward Tenant's unpaid rents.

(g) Checks or transfers deposited from or on behalf of Tenant will not be controlled by notations on the checks, transfer confirmations, or accompanying letters.

(h) Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest rate allowable by law per month from the due date until paid.

4. **HOLDING OVER.** In the event that Tenant does not vacate the Leased Premises upon the expiration or termination of this Lease, Tenant shall be a Tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as Base Rent for the period of such holdover an amount equal to two times the Base Rent which would have been payable by Tenant had the holdover period been a part of the original term of this Lease. Tenant agrees to vacate and deliver the Leased Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease.

5. **HAZARDOUS WASTE.** The term "Hazardous Materials", as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by an "Environmental Law", which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Leased Premises or Property that will produce any Hazardous Materials, except for such activities that are part of the ordinary course for Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Leased Premises will not be used in any manner for the storage of any Hazardous Materials except for the storage of such materials that are used in the ordinary course of Tenant's business ("Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Leased Premises or Property will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence as a result of Tenant's actions or the conduct of Tenant's business on the Leased Premises that constitute or with the passage of time may constitute a public or private nuisance; (vi) Tenant will not permit any Hazardous Materials to be brought onto the Leased Premises or Property, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord's representative shall have the right but not the obligation to enter the Leased Premises for the purposes of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the Lease, the Leased Premises are found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, save and hold Landlord harmless from all and against claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Tenant, and regardless of whether or not Landlord is found to be solely, concurrently, or jointly negligent with Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease. Anything contained herein to the contrary notwithstanding, Landlord shall not unreasonably withhold its consent with respect to the use, storage, generation or manufacturing of Hazardous Materials on or about the Leased Premises provided same is done in the ordinary course of Tenant's business, and in compliance with all environmental laws.

6. REPAIRS AND MAINTENANCE.

a. **By Landlord.** Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Leased Premises during the term of this Lease except as are set forth in this Section. Landlord shall maintain only the roof, foundation, and the structural soundness of the exterior walls of the Leased Premises. Tenant shall maintain the exterior windows of the Leased Premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

b. **By Tenant.** Tenant shall, at its sole cost and expense, maintain and repair all other parts of the Leased Premises in good repair and condition, including, but not limited to heating, ventilating and air conditioning system, fire sprinkler system, doors, plumbing systems, electrical systems, light bulbs, fixtures, telecommunication services and systems, ceiling tiles, wall coverings, window cleaning, interior pest control and extermination, trash pick-up and removal. Tenant shall, at Tenant's expense, procure and maintain an annual service maintenance plan from a qualified HVAC specialist, acceptable to Landlord, which shall perform regular preventative maintenance on each HVAC system at the Leased Premises at least twice (2x) annually, for each year of the Lease term. Tenant shall change out the HVAC air filters every 60 days during any term of this Lease. Landlord shall pass through all manufacturer's warranties on HVAC equipment located at the Leased Premises to Tenant and Tenant shall be entitled to use the same for any of its repair obligations hereunder. Tenant shall keep and maintain a regular interior pest control service at the Leased Premises with treatments not less than monthly. Tenant shall keep all areas of the Leased Premises free of trash and debris and will remove any such items daily should they appear or occur on or about the property. Tenant shall, at Tenant's expense, also be responsible for all sanitary measures concerning the outside trash receptacle area and/or dumpster container servicing the Leased Premises.

Tenant shall be responsible for any necessary replacement of the heating, ventilation and air conditioning system during the Initial Term of this Lease. Tenant shall be responsible for repairs and pay for any damage caused by any act or omission of Tenant or Tenant's agents, employees, invitees, licensees, customers or visitors. If Tenant fails to make the repairs or replacements promptly as required herein, Landlord may, at its option, make the repairs and replacements and the cost of such repairs and replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant within ten days from receipt of Landlord's invoice.

c. **Request for Repairs.** All requests for repairs or maintenance that are the responsibility of Landlord pursuant to any provision of this Lease must be made in writing to Landlord at the address provided in this Lease.

d. **Tenant's Damages.** Tenant shall not allow any damage to be committed on any portion of the Leased Premises or Property, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good condition as existed at the commencement date of this Lease, ordinary wear and tear expected. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by the Tenant, and may be reduced by Landlord from the Security Deposit. Should Landlord discover any damage to the Leased Premises during the Initial Term or any Renewal Term hereof, Landlord, at its discretion, may effectuate such repairs and bill Tenant for Landlord's actual costs for the same. Any repair invoiced to Tenant shall be paid by Tenant within three (3) business days, or Tenant shall be considered in default hereunder.

7. ALTERATIONS AND IMPROVEMENTS.

a. **Tenant's Improvements.** Tenant shall not make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of the Landlord be denied or conditioned on Tenant's compliance with Landlord's request concerning such improvements which may include, but not be limited to, the following: (a) provision and approval of plans, specifications and contractor contracts in and over all such work; (b) provision of adequate worker's compensation insurance and other insurance and payment and performance bonds; (c) notification by Tenant to all contractors, subcontractors, supplies and materialmen and potential lienors, including acknowledged by such parties that Landlord's interest in the Leased Premises is not subject to liens for such work, and (d) all work shall be performed with required governmental permits and in a professional and workmanlike manner. Any

alterations, physical additions or improvements to the Leased Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided, however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. Moveable equipment or furniture owned by Tenant may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interest of Landlord. If Landlord approves Tenant's plans, specifications or contractor contracts such approval shall only be for the conformance of Landlord's design concept and shall not represent or imply the plans comply with applicable laws and such approval shall not made Landlord responsible for any of the design or work performance.

b. **Construction Liens.** Tenant will not permit any construction, materialman's lien(s) or other liens to be placed upon the Leased Premises or the Property and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's, materialman's or other lien against the Leased Premises. In the event any such lien is attached to the Leased Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, obtain the release of or otherwise discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent. Landlord may record a Memorandum of Lease in the Public Records reflecting, among other things, this provision of the Lease.

LANDLORD SHALL, IN NO MANNER WHATSOEVER, BE RESPONSIBLE FOR ANY CONTRACT OR AGREEMENT THAT THE TENANT ENTERS INTO FOR CONSTRUCTION, ALTERATION, OR REPAIR OF THE PREMISES OR ANY IMPROVEMENT ON THE PREMISES, OR FOR THE PURCHASE OF MATERIAL TO BE USED FOR WORK AND LABOR TO BE PERFORMED ON OR ABOUT THE PREMISES. SUCH CONTRACTS OR AGREEMENTS BETWEEN THE TENANT AND SAID THIRD PARTIES SHALL CONTAIN EXPRESS WAIVERS BY SAID CONTRACTOR, SUPPLIER OR LABORER OF ANY AND ALL CLAIMS FOR MECHANICS OR MATERIAL LIENS AGAINST THE PREMISES OR IMPROVEMENTS THEREON, INCLUDING THOSE MADE AND ERECTED UNDER THE TERMS OF THIS LEASE. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS, MATERIAL OR LABOR MADE OR CONTRACTED FOR BY THE TENANT.

8. UTILITIES AND SERVICES.

a. **Building Services.** Landlord shall provide the normal utility service connections to the building. Tenant shall pay the cost of all utility services, including, but not limited to, initial connection charges, all charges for gas, electricity, water, sanitary and storm sewer service, phone, internet, telecommunication, and for all electric lights. Tenant shall pay all costs caused by Tenant introducing pollutants or solids other than ordinary human waste into the sanitary sewer system, including permits, fees and charges levied by any governmental subdivision or agency for any such pollutants or solids. Tenant shall be responsible for the installation and maintenance of any grease traps or similar devices as may be required by any governmental subdivision for Tenant's use of the sanitary sewer system. Landlord shall not be required to pay for any utility services, supplies or upkeep in connection with the Leased Premises or Property.

b. **Theft or Burglary.** Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises or Property. Tenant may, at Tenant's expense, install a security alarm service, which is to be approved by the Landlord.

c. **Licenses, Taxes and Fees.** Tenant agrees at its sole cost to pay all sales, use or other local or business taxes payable in connection with Tenant's occupancy of the Leased Premises to operate its business, and shall pay all licenses and fees of any type or incident to the conduct of its business in the Leased Premises, which may now be in effect or which may be levied in the future and to protect Landlord from any damages incidental thereto.

9. ASSIGNMENT AND SUBLETTING.

a. Tenant shall not, without Landlord's prior written consent, assign, sublease, transfer, or encumber this Lease or any interest therein. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this paragraph shall be deemed void and of no force and effect.

b. For the purposes of this Lease, the term "Transfer" shall also include:

i. If Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, within a twelve-month period, or the dissolution of the partnership; and

ii. If Tenant is a closely held corporation, limited liability company, the dissolution, merger, consolidation or other reorganization of Tenant, or within a twelve month period the sale or other transfer of more than an aggregate of 50% of the voting shares of Tenant (other than to immediate family members by reason of gift or death), or the sale, mortgage, or pledge of more than an aggregate of 50% of Tenant's net assets.

c. Notwithstanding anything to the contrary, Tenant may permit the Leased Premises to be used by, or may sublease the Leased Premises or assign this Lease to any party which directly or indirectly wholly owns or controls Tenant, is wholly owned or controlled by Tenant, or into which Tenant or any of the foregoing parties is merged, consolidated or reorganized, or to which all or substantially all of Tenant's assets or any such other party's assets are sold without Landlord's consent, provided; Landlord shall receive a copy of the executed transfer document promptly after execution; and Tenant shall remain liable under this lease; and the transferee shall expressly assume Tenant's obligations under this Lease.

10. **SUBORDINATION.** Tenant accepts this Lease subject and subordinate to any mortgage, or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Property and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right, but not the obligation, at any time to subordinate such mortgage, or other lien of this Lease on such term and subject to such conditions as such mortgagee may deem appropriate in its discretion. Tenant agrees and consents that Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease, including Tenant's interests herein, to any first lien mortgage, or other first lien now existing or hereafter placed upon the Leased Premises, or the Property as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. The terms of this Lease are subject to approval by the Landlord's lender(s), and such approval is a condition precedent to Landlord's obligations hereunder. In the event that Tenant should fail to execute any subordination or other agreement required by this paragraph, promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney in fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

11. [Intentionally deleted].

12. DEFAULT AND REMEDIES.

a. **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(1) The vacating or abandonment of the Leased Premises by Tenant for a period of 15 days or longer; or

(2) The failure by Tenant to make any payment of Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, which include but are not limited to, late charges, attorney's fees, reimbursement for repairs, or non-payment of security deposits, as and when due; or

(3) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant.

(4) (i) The insolvency of the Tenant or the execution by the Tenant of an assignment for the benefit of creditors, or the convening by Tenant of a meeting of its creditors, or any class thereof, for the purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of the Tenant to generally pay its debts as they mature; or (ii) the filing by or for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

b. **Landlord's Right on Default.** If Tenant shall not have cured its default in the manner provided in paragraph 12 hereof then:

(1) Landlord shall be entitled to apply the Tenant's security deposit to its own purposes without thereby diminishing or affecting any of Tenant's obligations hereunder for the payment of Base Rent, Additional Rent or other charges;

(2) Landlord may itself immediately, or at any time thereafter, peaceably re-enter the Leased Premises and remove all persons and property therefrom, or may have such persons and property removed therefrom by any suitable action or proceeding at law, without being liable for any prosecution therefor or damages resulting therefrom, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements, to which remedies and acts Tenant specifically consents and in the event of such re-entry, Landlord may, at its option, repair, alter, remodel and change the character of the Leased Premises as it may deem fit, and at any time relet the Leased Premises or any part or parts thereof, as the agent of Tenant or otherwise;

(3) The exercise by Landlord of any right granted in subparagraph (b) shall not relieve Tenant from the obligation to make all payments of Base Rent, Additional Rent, Percentage Rent or other charges, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein;

(4) Landlord shall have the right to accelerate all current and further monetary obligations of Tenant hereunder (including Base Rent, and Additional Rent) and the same shall become immediately due and payable;

(5) Landlord may relet the Leased Premises and thereafter, Tenant, throughout the remainder of the Term hereof, shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the original unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any. However, Landlord shall not be required to relet the Leased Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default and if Landlord attempts to relet the Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

(6) In the event of a default by Tenant, the value of any rent concessions given during any part of the term of the lease will be rescinded, and the value of the rent concession included in the damages due from Tenant.

(7) Landlord shall have any and all other rights and remedies available under the law or in equity.

c. **Property Left in Leased Premises.** If Tenant shall fail to remove any effects and property which it is entitled to remove from the Leased Premises upon the termination of this Lease, or any extension or renewal hereof, or upon a re-entry by Landlord for any cause whatsoever, or upon Tenant's ceasing to possess the Leased Premises

for any reason, Tenant shall be deemed to have abandoned said effects and property, the Landlord, at its option, may remove the same and dispose of the said effects without liability for loss or damage thereto, and Tenant waives all rights to collect said property or reclaim said property at auction. Tenant agrees to pay to Landlord on demand any and all expenses incurred in such removal, including Court costs, attorney's fees, storage and insurance charges on such effects for any length of time the same shall be in Landlord's possession; or the Landlord, at its option, without notice, may sell such effects or property, or any of them, at private or public sale and without legal process, for such price or consideration as the Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, and upon the expenses incidental to the removing, cleaning the Leased Premises, selling said effects, and any other expense, rendering the surplus, if any, to the Tenant; provided, however, in the event the proceeds of such sale or sales are insufficient to reimburse the Landlord, Tenant shall pay such deficiency upon demand. Tenant acknowledges and agrees that any such disposition of Tenant's property in the above-described manner by the Landlord shall be deemed to be commercially reasonable and that no bailment shall be created by Landlord's exercise of any of its rights under this Section. This section shall apply to any renewal or extension of this Lease, including all Renewal Terms and if Tenant shall default hereunder prior to the date fixed as the commencement of any Renewal Term of this Lease, Landlord may cancel such Renewal Term by written notice to Tenant. Notwithstanding any of the foregoing or any other provision of this Lease, any equipment, fixtures, or appliances, which are located within the Leased Premises on the Commencement Date, including but not limited to the fryers, stainless steel range hood, and prep table (collectively the "Existing Equipment"), shall remain the sole and exclusive property of Landlord, and Tenant shall not transfer, remove, detach, or sell, any of the same. Should Tenant remove or displace any of such Existing Equipment, Tenant shall be liable to Landlord for Landlord's costs to replace or recover the same.

d. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage covering the Leased Premises, specifying the manner in which Landlord has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance as determined by Landlord, then Landlord shall not be in default if Landlord commences performance within such thirty day period and thereafter diligently prosecutes the same to completion; provided further that Landlord's obligation to perform any act under this Lease shall be excused for any period of time during which Landlord is prevented from performing because of any circumstance beyond Landlord's control. Landlord's default is limited to damages and does not entitle Tenant to either terminate the Lease or withhold payment of any Base Rent or Additional Rent owed herein.

13. OCCUPANCY AND USE.

a. **Use.** Tenant shall use the Leased Premises only for use as: a Coffee Shop
Tenant will not occupy or use the Leased Premises, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose other than the permitted use, not for any use or purpose which is unlawful in part or in whole or deemed to be disreputable, pornographic, sexually explicit, or obscene in any manner or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the building or contents; and in event that, by reason of acts or omissions of Tenant, there shall be any increase in rate of insurance on the building or contents created by Tenant's acts or conduct of business then such acts of Tenant shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay to Landlord the amount of such increase on demand and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights provided herein. Tenant is expressly prohibited from operating a cannabis or marijuana related business regardless of compliance with local, state, or federal laws, regulations, or licensing and is prohibited from sales of paraphernalia for the same. Tenant will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy or disturb other tenants or Landlord in management of the Property. Tenant shall maintain the Leased Premises in a clean and orderly state and prevent and control unhealthy or obnoxious odors and noise. Notwithstanding any other provision herein, Tenant shall not allow retail patrons or customers in the Property beyond 10:00 pm, and shall not advertise store hours exceeding 10:00 pm on any night of the week. No animals or pets are allowed within the Leased Premises except properly documented service animals. Tenant may change the locks on the doors providing access to the Leased Premises only with the

prior express written consent of Landlord. After obtaining Landlord's written approval to change locks, Tenant may change the locks, at Tenant's sole cost and expense, and shall provide copies of keys for all locks changed by Tenant to Landlord, within 24 hours of Tenant's changing of said locks. Tenant shall pay to Landlord, as Additional Rent, a "lost key" charge of \$250.00 for every key not so provided to Landlord.

b. **Compliance with Law.** Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the Leased Premises.

c. **Inspection.** Landlord or its authorized agents shall at any and all reasonable times have the right to enter the Leased Premises to inspect the same, to supply janitorial services or any other service to be provided by Landlord, to show the Leased Premises to prospective purchasers or Tenants, and to alter, improve or repair the Leased Premises or any other portion of the Property, provided Landlord provides Tenant with a 24-hour advance notice. Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises. Landlord shall have the right to use any and all means which Landlord may deem proper to open any door in an emergency without liability therefore.

d. **Signs.** Tenant shall have the right to install signs upon the exterior of said building only when first approved in writing by Landlord in Landlord's sole discretion, which will not be unreasonably withheld, and subject also to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs no later than thirty (30) days prior to the expiration of this Lease. In the event Tenant fails to remove all such signs within the above time period, Landlord shall be authorized to remove such signs on Tenant's behalf and at Tenant's sole expense, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, expenses, claims and other liabilities of any type arising out of such sign removal. All sign installations and removals by Tenant shall be made in such a manner as to avoid injury to or defacement of the building and other improvements, all electrical must be safely terminated and any defects in the wall beneath the sign repaired, including painting to match the rest of the exterior. Tenant shall be responsible for the maintenance of the signs.

e. **Sidewalks and Common Areas.** Tenant shall neither encumber nor obstruct the sidewalks, access driveways, parking areas, or common areas adjoining the Leased Premises nor allow the same to be obstructed or encumbered in any manner which would interfere with the public's access to the property or interfere with the use or access of the other tenants occupying portions of the Leased Premises. Tenant shall not park, or allow box trucks, service trucks, or delivery trucks in front of the Leased Premises, and shall use only rear access and/or service doors for supplies and deliveries. Tenant shall not permit its employees, agents, licensee, invitees, or patrons to leave vehicles in the parking area for Gianni's Plaza overnight. Tenant shall not park vehicles with advertisements or signs for Tenant's business in the parking lot for Gianni's Plaza without Landlord's express written consent. Tenant shall not permit maintenance or service of vehicles in the parking areas of Gianni's Plaza. Tenant shall not place, nor cause to be placed, any merchandise, signs, vending machines or anything else on the sidewalk or exterior of the Leased Premises without the prior written consent of Landlord.

f. **Garbage Removal.** Tenant shall keep the Leased Premises clean, both inside and outside, and will remove all refuse from the Leased Premises. Tenant may not dispose of any garbage or materials in any location other than as permitted by law. Tenant shall flatten all boxes before placing them in common rubbish bins or dumpsters, and shall not allow refuse to pile up or be stacked anywhere other than in appropriate trash receptacles.

g. **Outside Areas.** Tenant shall keep the outside areas immediately adjoining the Leased Premises clean, and shall not burn, place or permit any rubbish, obstruction or merchandise in such areas, nor wash any vehicles or equipment at the Leased Premises.

14. **HOLD HARMLESS.** Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, liabilities, damages and costs, including attorney's fees, incurred by Landlord which arise from Tenant's use of the Leased Premises or the Property or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in, on or about the Leased Premises or the Property, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, damages and costs, including

attorney's fees, incurred by Landlord which arise from any breach or default in the performance of any obligation on Tenant's part to be performed under any provision of this Lease or which arise from any negligence of Tenant or any of its agents, representatives, customers, employees or invitees.

15. WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur in the Leased Premises, improvements to the Property of which the Leased Premises are a part, or personal property within the Property, by reason of fire or the elements, regardless of cause or origin, including negligence of Tenant or Landlord and their agents, officers and employees. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers.

16. LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of bodily injury and property damage insurance, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Landlord shall be named as an additional insured in said policy. Such insurance shall be in an amount not less than \$1,000,000 bodily injury and property damage combined single limit general liability. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If in the opinion of Landlord, the amount of liability insurance required hereunder is not adequate, then not more frequently than once during each term of this Lease, Tenant shall increase said insurance coverage as required by Landlord. Provided, however, that in no event shall the amount of the liability insurance increase by more than fifty percent of the amount of the insurance during the preceding term of this Lease. However, the failure of Landlord to require any additional insurance coverage shall not be deemed to relieve Tenant from any obligations under this Lease. Tenant shall obtain a written obligation from each insurance company issuing the insurance required to be maintained by Tenant pursuant to this paragraph to notify Landlord at least ten (10) days prior to the expiration or cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof, as required, shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policies.

17. CONDEMNATION. In the event of any condemnation or taking, total or partial, Tenant shall not be entitled to any part of the award or price paid in lieu thereof, and Landlord shall receive the full amount of such award or price, Tenant hereby expressly waiving any right or claim to any part thereof. If, during the term of this Lease, or any extension or renewal thereof, all of the Property should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

In the event a portion but not all of the Project shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, by private sale in lieu thereof and the partial taking or condemnation shall render the Project unsuitable for continued operation, then Landlord shall have the option, in its sole discretion, of terminating this Lease or, at Landlord's sole risk and expense, restoring and reconstructing the building to the extent necessary to make same reasonably tenantable. Should Landlord elect to restore, the Lease shall continue in full force and effect with the rent payable during the unexpired portion of this Lease being adjusted to such an extent as may be fair and reasonable under the circumstances, and Tenant shall have no claim against Landlord for the value of any interrupted portion of this Lease.

18. FIRE AND OTHER CASUALTY. If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty, the Lease shall continue in full force and effect unless terminated as hereinafter provided and Landlord shall repair, restore or rebuild the Leased Premises to their condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligations hereunder shall be limited to the proceeds

actually received by Landlord under any insurance policy or policies, if any, which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage covering the property or any portion thereof.

If Tenant (or any of its employees, guests, licensees or invitees) is responsible for such damage or destruction by its acts of negligence or by its or their intentional or willful or wanton acts, any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant (together with Default Interest) and shall be paid immediately by Tenant upon receipt of a bill therefor and evidence of such loss. In addition to any other rights or remedies reserved by Landlord under this Lease, Landlord's obligations under this paragraph to repair, replace and/or rebuild the Leased Premises shall be deemed inapplicable, and in lieu thereof Landlord may, at its election, either restore or require Tenant to restore the Leased Premises to the condition in which they existed prior to such loss, and in either case Tenant shall pay the cost of such restoration.

No damage or destruction to the Leased Premises shall allow Tenant to surrender possession of the Leased Premises nor affect Tenant's liability for the payment of rents or other charges or to comply with any other covenant herein contained except as may be specifically provided in this Lease.

Notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Lease, Landlord, at its option, may decline to repair the Leased Premises and terminate this Lease on thirty (30) days' notice to Tenant if:

- A. The Leased Premises or the building in which the Leased Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; or
- B. The Leased Premises shall be damaged or destroyed during the last two (2) years of the Term or any renewal thereof; or
- C. Any or all of the Leased Premises, buildings or common areas are damaged (whether or not the Leased Premises are damaged) to such extent that the Landlord, in its sole judgment, decides it does not wish to continue operation of the property or that portion of which the Leased Premises is a part.

If the Leased Premises shall be damaged or destroyed and in the event that Landlord has elected to continue this Lease, Landlord and Tenant shall commence their respective obligations under this paragraph as soon as is reasonably possible and prosecute the same to completion with all due diligence.

In the event of any termination of this Lease under the provisions of this paragraph, this Lease shall terminate at the end of the calendar month in which such notice of termination is given.

In the event the Leased Premises are damaged or destroyed by a risk insured against by Landlord and such damage or destruction does not result from Tenant's negligence or intentional or willful or wanton acts, the rent shall be abated proportionately with the degree to which Tenant's use of the Leased Premises is materially impaired during the period of any damage, repair or restoration provided for in this paragraph; provided, however, such abatement shall not apply or occur if the exterior walls and roof of the Leased Premises are not damaged or destroyed and such damage or destruction affects only the interior of the Leased Premises or Tenant's personal property located therein. Provided further, that in the event Landlord elects to repair any damage as herein contemplated, any abatement of rent shall end ten (10) days after notice by Landlord to Tenant that the Leased Premises have been repaired. Tenant shall continue the operation of its business on the Leased Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management. Except for the abatement of rent hereinabove provided, Tenant shall not be entitled to any compensation or damage for loss of the use of the whole or of any part of the Leased Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

Unless this Lease is terminated by Landlord, Tenant shall repair, restore and refixture all parts of the Leased Premises not insured under any insurance policies insuring Landlord in a manner and to a condition equal to that existing prior to its destruction or damage including, without limitation, all exterior signs, trade fixtures, equipment, display cases,

furniture, furnishings and other installations of personalty of Tenant. The proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises whether resulting from fire or other casualty or some other cause.

19. TAXES ON TENANT'S PROPERTY. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Leased Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

20. SURRENDER OF LEASED PREMISES. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises unless Landlord expressly so indicates in writing. Upon surrender of the Leased Premises for any reason, any property left behind by Tenant shall be deemed abandoned and may be disposed of, or not, by the Landlord as the Landlord elects in its sole discretion.

21. ATTORNEY'S FEES. In case it should be necessary or proper for Landlord to bring any action under this Lease or to consult or place this Lease, or any amount payable by Tenant hereunder, with an attorney concerning or for the demand or enforcement of any of Landlord's rights hereunder (whether or not the matter proceeds to litigation), then Tenant agrees in each and any such case to pay to Landlord a reasonable attorneys' fee, including paralegal's fees, for all levels, including appeals.

22. NOTICES. Each provision of this Agreement, or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

- a. All rents and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;
- b. Any notice or document required to be delivered hereunder shall be deemed to be delivered if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with or without return receipt requested) addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD: **Daytona Ocean Retail, LLC**
c/o Sanjay Gupte
Address: 2601 South Atlantic Ave.
Daytona Beach Shores, FL 32118
Email to: giannisplazadaytona@gmail.com

TENANT: **Srbislav N. Trikich**
Address: **51900 NW Hayward RD**
Manning OK 97125
Email to: **capt. Srb@alsocharters.com**

23. FORCE MAJEURE/TIME IS OF THE ESSENCE. Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, Acts of God, shortages of labor or materials, war, pandemics, governmental laws, regulations or restrictions or any other causes of any kind whatsoever

which are beyond the control of Landlord. Otherwise, time is of the essence with respect to the performance of each of Tenant's covenants of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Leased Premises or to have this Lease continue in effect.

24. SEPARABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under the present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as a part of this Lease a clause or provision as may be possible and be legal, valid and enforceable.

25. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease contains the entire agreement between the parties and may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

26. QUIET ENJOYMENT. Provided Tenant has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment of rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof, without hindrance from Landlord, subject to the terms and conditions of this Lease.

27. BROKER'S OR AGENT'S COMMISSION. Tenant represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, except as listed below, and Tenant agrees to indemnify and hold harmless Landlord against all liabilities and costs arising from such claims, including without limitation attorneys' fees in connection therewith: None.

28. JOINT AND SEVERAL LIABILITY. The obligations hereunder imposed upon each of the Tenant shall be the joint and several obligations of all of the Tenant and any guarantor, and Landlord may proceed against any of the Tenant hereunder, nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, in case of any amendments hereto, waivers hereof or failure to give such guarantor any notices hereunder.

29. AMERICANS WITH DISABILITIES ACT OF 1990 - Tenant shall be solely responsible for, and shall bear all costs and expenses associated with, any and all alterations to the Leased Premises which may be required by the Americans with Disabilities Act of 1990 or any modifications of amendments thereto (the "ADA"), for the accommodation of disabled individuals who may be employed from time to time by Tenant, or any disabled customers, clients, guests, or invitees or sublessees. Tenant shall indemnify and hold Landlord harmless from and against any and all liability incurred arising from the failure of the Leased Premises to conform with the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any courts, any and all fines, civil penalties, and damages awarded against Landlord (or those awarded against Tenant which could become a lien upon the property upon which the Leased Premises are located) resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including without limitation reasonable consultants', attorneys' and paralegals' fees, expenses and court costs.

30. ACCEPTANCE OF LEASED PREMISES. Tenant acknowledges it has fully inspected and accepts the Lease Premises, including its systems and equipment, in its present "as is" condition, or if the Lease Premises is yet to be constructed, it has reviewed and approved the drawings for their construction. There are no further agreements, representations, understandings or obligations on the part of the Landlord to perform any alterations, repairs, or improvements except as expressly provided in any separate agreement that may be signed by the parties.

31. EFFECT OF SALE. In the event Landlord transfers its ownership interest in the Leased Premises, Landlord shall be released of all Lease obligations and liabilities which occur after the date of such transfer. Any security deposit or other funds controlled by Landlord in which the Tenant has an interest shall be delivered to the new landlord at the time of ownership conveyance, it being understood and acknowledged by the parties that the covenants and obligations contained in this Lease on the part of the Landlord are to be binding only during each Landlord's respective period of ownership interest in the Leased Premises.

32. RECORDATION AND CONFIDENTIALITY.

a. This Lease shall not be recorded in the public records.

b. The terms of this Lease are confidential in nature and may not be disclosed by Tenant to other parties, including other tenants. Disclosure of the terms of this Lease may result in damages to the Landlord for which the Tenant will be responsible.

33. EXCULPATORY PROVISIONS. Tenant may look only to Landlord's equity in the Leased Premises or Property for any recourse against Landlord, and shall have no right to seek recovery from any other asset owned by Landlord. It is specifically understood and agreed that no personality liability of Landlord nor any of its officers or directors shall be personally liable in respect to any of the covenants, conditions and provisions of this Lease.

34. ESTOPPEL CERTIFICATE.

a. Tenant shall from time to time within ten (10) days after written request from Landlord, execute, acknowledge and deliver a statement that:

i. Certifies that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect specifying the ground therefore) and any dates to which the Base Rent has been paid in advance, and the amount of any Security Deposit.

ii. Acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

iii. Certifying such other matters as Landlord may reasonable request, or as may be requested by Landlord's current or prospective mortgage holders, insurance carriers, auditors, or prospective purchasers. Any such statement may be relied upon by any such parties.

iv. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein.

35. GOVERNING LAW. This Lease shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida. Any legal proceedings with respect to this Lease shall be instituted in the state courts in Volusia County, Florida and Tenant hereby submits itself to the jurisdiction of this court. The parties hereby waive their right to a jury trial in any action.

36. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Volusia County public health unit. This notice is given pursuant to 404.056(8) of the Florida Statutes.

37. RIGHTS RESERVED BY LANDLORD.

a. Except to the extent expressly limited herein, Landlord reserves full rights to control the Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Base Rent or Additional Rent, or other claims of any kind for any reason or damage) including more particularly but without limitation, the following rights:

1. To install and maintain signs on the exterior and interior of the Property; retain at all times, and use in appropriate instances, keys to all doors within and into the Leased Premises; grant to any person the right to conduct any business or render any service at the Property, whether or not it is the same or similar to the use permitted Tenant by this Lease.

2. To enter the Leased Premises at reasonable hours for reasonable purposes, including inspection and supplying other services to be provided Tenant hereunder, to show the Leased Premises to current and prospective mortgage lenders, ground lessors, insurers and prospective purchasers, tenants and brokers, at reasonable hours, and if Tenant shall abandon the Leased Premises at any time, or shall vacate the same during the last three (3) months of the term, to decorate, remodel, repair, or alter the Leased Premises.

3. To limit or prevent access to the Property, to take such actions or preventative measures deemed necessary by Landlord for the safety of tenants or other occupants of the Property or the protection of the Property and other property located thereon or therein, in case of fire, invasion, insurrection, riot, civil disorder, public excitement or other dangerous condition, or threat thereof.

b. In connection with entering the Leased Premises to exercise any of the foregoing rights, Landlord shall: provide reasonable advance written or oral notice to Tenant's on-site manager or other appropriate person (except in emergencies or for routine cleaning or other routine matters); and take reasonable steps to minimize any interference with Tenant's business.

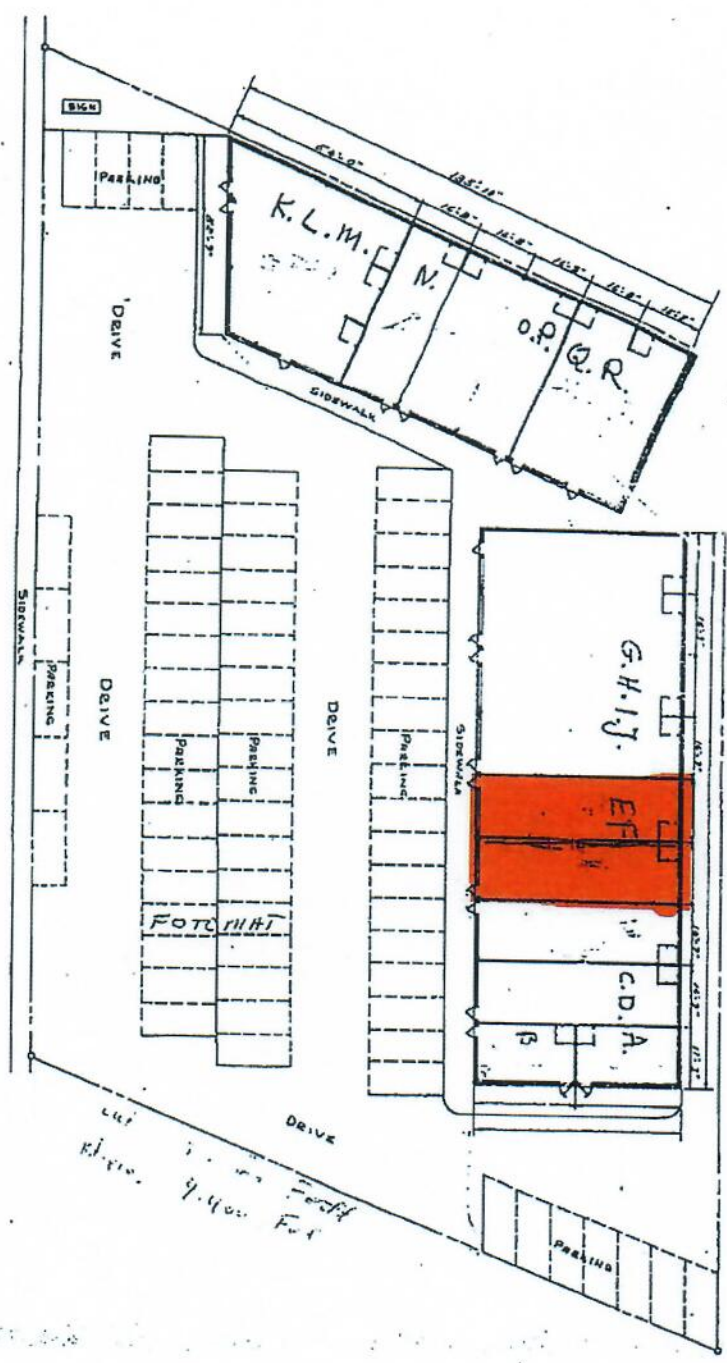
38. LIMITATION OF LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in Gianni's Plaza and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in Gianni's Plaza. No personal judgment shall lie against Landlord upon extinguishment of its rights in Gianni's Plaza and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. For the purposes 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 of Landlord. 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 judgment 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.

39. INABILITY TO PERFORM. This Lease and the obligations of Tenant hereunder, shall not be impaired because Landlord is unable to fulfill any of its obligations hereunder, or is delayed in doing so if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, energy shortages, acts of God, or by any other causes beyond the control of Landlord. If Landlord is unable to give possession of the Leased Premises to Tenant within one (1) year from the date hereof, or within one (1) year following an insured casualty to the Leased Premises, this Lease shall automatically terminate and Landlord, by reason thereof, shall not be subject to any liability therefore except Landlord shall return to Tenant all deposit monies and any pre-paid rent which Landlord has heretofore received from Tenant.

40. WAIVER. It is hereby agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The failure of Landlord to insist upon the 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 Landlord's rights unless expressly waived in writing.

[Signature Page Follows]

EXHIBIT "A" - Leased Premises
Units E and F, highlighted below



ATLANTIC PLAZA
2520 South Atlantic Avenue
Daytona Beach, Florida

LANDLORD:

Daytona Ocean Retail, LLC
A Florida limited liability company

By: 
Jai Motwani (Oct 11, 2024 15:43 EDT)

Name: Jai Motwani

Title: Manager

Date: 11/10/2024

TENANT:

By: 

Srbslav N. Trikich

Date: 10-11-2024

GIANNI'S PLAZA - Units E-F

Monthly Rent Calculations:

Tenant: **Srbislav N. Trikich**

Monthly Rent Payments Beginning December 1, 2024:

- Base Rent*:	\$ 3,496.00
- Sales Tax (\$3,496.00 x .025):	\$ 87.40
- RE Taxes:	\$ 135.87
- CAM Charges:	\$ 319.04
TOTAL Rent Payment:	\$ 4,038.31

**Base Rent increases by 3% beginning on October 1, 2025*

Tenant Acknowledgement:



By: **Srbislav N. Trikich**

Tenant signed lease - reduced

Final Audit Report

2024-10-11

Created:	2024-10-11
By:	Joshua Wells (jwells@surfcoastlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZId-DF_X1yLNUyksMjfX9WVI0dEy8Smi

"Tenant signed lease - reduced" History

-  Document created by Joshua Wells (jwells@surfcoastlaw.com)
2024-10-11 - 7:41:52 PM GMT- IP address: 71.43.42.14
-  Document emailed to Jai Motwani (hotelmotellc@gmail.com) for signature
2024-10-11 - 7:42:06 PM GMT
-  Email viewed by Jai Motwani (hotelmotellc@gmail.com)
2024-10-11 - 7:43:14 PM GMT- IP address: 172.226.188.48
-  Document e-signed by Jai Motwani (hotelmotellc@gmail.com)
Signature Date: 2024-10-11 - 7:43:37 PM GMT - Time Source: server- IP address: 12.75.74.43
-  Agreement completed.
2024-10-11 - 7:43:37 PM GMT



Mythos Brew Coffee & Tea Shop

Units E & F

2514 S. Atlantic Ave.

Dayona Beach Shores, FL. 32118

BUSINESS PLAN

Company Description

A modern coffee shop emphasizing Artisanal Coffee's & Tea's, homemade pastries, Greek & Italian cultural blend of goodness. Creating an inviting space for not only our local community to gather, but to provide an excellent level of products & service to our guests who visit our community throughout the year.

Mission Statement

Mission: To provide a warm, inviting space where people can enjoy high-quality coffee's & Tea's with a simple selection of foods to complement our beverages

Vision: To become the go-to coffee spot for locals and tourists alike

Market Analysis

Target Market: Local community, visitors to our town; young professionals, remote workers;
Market Need: Growing demand for specialty coffee and social spaces.

Competition: Analyze local coffee shops, noting their strengths and weaknesses, we identify differently by our selection of products, not having to compete but to provide something different we have that they do not have giving our community options and choices to not take away from another business but to share in providing a service to OUR community together.

Organization & Management

Ownership Mythos Brew is Registered as an LLC in the state of Florida.

Management Team: Owner, a manager, and several full time & part-time staff members.

Services & Products

Coffee: Espresso-based drinks, drip coffee, cold brews, seasonal specials.

Loose-Leaf Tea's- Hot and cold

Food: In-house baked goods, light meals (sandwiches, salads)

Additional Services: Wi-Fi, small events, business meeting location, book club hang out, local art displays to support other local small businesses.

Marketing Strategy

Branding: Our Unique logo, color scheme reflecting not only our Greek heritage but our surrounding environment of the ocean along with warmth and serenity that draws our visitors back to Daytona Beach Shores year after year! Promotion will be done through social media engagement, advertising locally and word of mouth. Local events, partnerships with nearby businesses or schools. Loyalty program for repeat customers. Pricing: Competitive yet reflective of quality, with premium options.

Sales Forecast

Year 1 Focus on building a customer base, marketing, marketing, marketing, aiming for break-even by Q4

Year 2-3: Increase sales through word-of-mouth, events, and expanding menu.

Financial Projections

Startup Costs Total: \$80,000-\$90,000: Lease: \$4,000/month - Equipment: \$25,000 (espresso machines, grinders, ovens, etc.) Initial Inventory: \$8,000 - Renovations/Furniture: \$35,000 - Marketing: \$4,000 all approx. Funding: loans & investors. Revenue Streams: Sales of beverages, food, and potential merchandise.

Operational Plan

High traffic area well positioned next to a laundry mat, across from hotel and condominiums. local bakeries for pastries, or in-house baking. Hours: 6.30 AM – 6:00 PM weekdays, extended hours on weekends. Staffing: 2 baristas per shift, one manager.

	Mythos Brew								
		Rent	Discount %		Total	Pd by Grantee	Pd by City	Paid	Acct. #
1	8/1/2025	3,496.00	25%	874.00	874.00				
2	9/1/2025	3,496.00	25%	874.00	1,748.00				
3	10/1/2025	3,496.00	25%	874.00	2,622.00				
4	11/1/2025	3,496.00	25%	874.00	3,496.00				
5	12/1/2025	3,601.00	25%	900.25	4,396.25				
6	1/1/2026	3,601.00	25%	900.25	5,296.50				
7	2/1/2026	3,601.00	25%	900.25	6,196.75				
8	3/1/2026	3,601.00	25%	900.25	7,097.00				
9	4/1/2026	3,601.00	25%	900.25	7,997.25				
10	5/1/2026	3,601.00	25%	900.25	8,897.50				
11	6/1/2026	3,601.00	25%	900.25	9,797.75				
12	7/1/2026	3,601.00	25%	900.25	10,698.00				
13	8/1/2026	3,601.00	15%	540.15	11,238.15				
14	9/1/2026	3,601.00	15%	540.15	11,778.30				
15	10/1/2026	3,601.00	15%	540.15	12,318.45				
16	11/1/2026	3,601.00	15%	540.15	12,858.60				
17	12/1/2026	3,709.00	15%	556.35	13,414.95				
18	1/1/2027	3,709.00	15%	556.35	13,971.30				
19	2/1/2027	3,709.00	15%	556.35	14,527.65				
20	3/1/2027	3,709.00	15%	556.35	15,084.00				
21	4/1/2027	3,709.00	15%	556.35	15,640.35				
22	5/1/2027	3,709.00	15%	556.35	16,196.70				
23	6/1/2027	3,709.00	15%	556.35	16,753.05				
24	7/1/2027	3,709.00	15%	556.35	17,309.40				
25	8/1/2027	3,709.00	10%	370.90	17,680.30				
26	9/1/2027	3,709.00	10%	370.90	18,051.20				
27	10/1/2027	3,709.00	10%	370.90	18,422.10				
28	11/1/2027	3,709.00	10%	370.90	18,793.00				
29	12/1/2027	3,820.00	10%	382.00	19,175.00				
30	1/1/2028	3,820.00	10%	382.00	19,557.00				
31	2/1/2028	3,820.00	10%	382.00	19,939.00				

CITY OF DAYTONA BEACH SHORES COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH MYTHOS BREW

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 Mythos Brew., 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: Mythos Brew

Located at: 2514 S. Atlantic Ave. Unit E & F, 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 GRANTEE 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 GRANTEE 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 cancellation 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 25%. Total year one disbursement shall not exceed \$10,698.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 15%. Total year two disbursement shall not exceed \$6611.40.

3. For the third year of the Lease Subsidy Grant Monthly rent times 10%. Total year three disbursement shall not exceed \$2629.60.

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:

Mythos Brew

: