City of Daytona Beach Shores

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

AGENDA
CITY COMMISSION MEETING
SEPTEMBER 8, 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. NEW BUSINESS (TRIM PROCESS ONLY):

A. Consideration to allow Commissioner Dembinsky to join the meeting via telephone and have voting privileges

B. Resolution 2025-11 Tentative Millage Rate

C. Resolution 2025-12 Adoption of the Tentative FY 25-26 Budget

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Senator Wright to Present Appropriations Check

B. Vice Chair Matt Reinhart update on County items

C. Mayor Miller awarded Gold Certificate of Excellence from Florida League of Cities

7. APPROVAL OF MINUTES

A. City Commission Minutes August 5, 2025

B. City Commission Minutes August 20, 2025

8. CONSENT AGENDA:

A. Public Safety July monthly report

B. Community Services Department Monthly Report - July 2025

C. July 2025 Executive Financial Report

D. MOU between VSO and DBS for VC3

E. Approval to participate in Purdue Opioid Settlement

F. Approval to participate in Secondary Manufacturers Settlements

9. OLD BUSINESS:

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

10. NEW BUSINESS:

A. Resolution 2025-13 Approval of Contract #H1215 Hurricane Nicole Hazard Mitigation Grant Program (HMGP) to acquire 3 Sewer Generators

B. Approve Contract for Michael Fowler as Interim City Manager

C. Resolution 2025-15 Designating Signatories on City Accounts

D. Discussion on Planning & Zoning Board Member Re-Appointments

E. RFQ 2025-17 Bid Selection Committee Summary-Professional Architectural/Engineering Services for the EOC

F. Approval of Advertisement for City Manager and discussion of next steps

G. Ordinance 2025-10: Comprehensive Plan Future Land Use Map Amendment for recently annexed single-family residential property located at 2920 S. Peninsula Drive

11. QUASI-JUDICIAL HEARING

A. Ordinance 2025-11: Rezoning application for recently annexed property located at 2920 S. Peninsula Drive

12. CITY ATTORNEY COMMENTS

13. CITY MANAGER COMMENTS

14. COMMISSION COMMENTS:

15. AUDIENCE REMARKS/PUBLIC COMMENTS:

16. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

17. ADJOURNMENT:

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

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

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

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CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Resolution 2025-11 Tentative Millage Rate

SYNOPSIS:

As per Florida Statute the City of Daytona Beach Shores must adopt a tentative millage rate. July 28, 2025 the City Commission had a budget workshop to discuss the FY 2025-26 budget and proposed millage rate. At the commission meeting that same evening, commission adopted the proposed rate of 4.5880 mills. This is 3.03% greater than the roll-backed rate of 4.4529 mills.

The commission may adopt the proposed rate of 4.5880 mills or adopt a lower rate; a higher rate above 4.5880 mills would require the city to re-advertise to all property owners within the city.

FISCAL IMPACT STATEMENT:

This sets the millage rate for ad valorem tax revenue for fiscal year 2025-26.

BACKGROUND:

City staff spends half of the year putting together a budget of all revenue and necessary expenditures for the following year to be presented at a budget workshop, held this year on July 28, 2025. The workshop is open to the public and discussion takes place between commission and staff regarding the proposed budget. At this year's workshop commission discussed the replacement of the Public Safety air conditioning system in the budget.

The proposed millage rate of 4.5880 mills was approved at the Commission Meeting held on July 28, 2025 at 6:00 pm through Resolution 2025-10.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the City Commission adopt Resolution 2025-11 setting the tentative operating millage rate at the rate approved by commission at the budget hearing on September 8, 2025 for the FY 2024-25 budget.

SUGGESTED MOTION:

Motion to approve Resolution 2025-11 setting the tentative operating millage rate at the rate approved by commission at the budget hearing on September 8, 2025 for FY 2025-26 budget.

ATTACHMENT: 1. Resolution 2025-11 Tentative Millage

RESOLUTION 2025-11

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, SETTING THE TENTATIVE MILLAGE RATES FOR THE CITY FOR FISCAL YEAR 2025-2026; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes, including Chapter 200.065(2)(e)1., provide that the City Commission shall adopt a proposed millage rate, and;

WHEREAS, the Volusia County Property Appraiser has certified a rolled-back rate of $4.4529 per $1,000 of taxable value for the City of Daytona Beach Shores.

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

SECTION ONE: The millage rate for the current fiscal year 2024-2025 is $4.5880 per $1,000 of taxable value for the general operating budget.

SECTION TWO: There is hereby adopted a tentative millage rate of $4.5880 per $1,000 of taxable value for the general operating budget for the fiscal year 2025-2026. This tentative millage rate is an increase of 3.03% above the rolled-back rate of $4.4529 mills.

SECTION THREE: The date and time of the Final Millage Rate hearing shall be Tuesday, September 23, 2025 at 6:00 pm in the Commission Chambers located at 3000 Bellemead Drive, Daytona Beach Shores, Florida 32118 and shall be followed immediately by the Final Budget Hearing.

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

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

_____
VOSE LAW FIRM, CITY ATTORNEY

Passed and Adopted on this _____ day of _____, 2025

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Resolution 2025-12 Adoption of the Tentative FY 25-26 Budget

SYNOPSIS:

FY 2025-26 Tentative Budget. This is the date set for the first public hearing on the tentative fiscal year 2025-26 budget through the TRIM process. Notices were sent to all property owners by the Property Appraiser noticing date, time, and place of the hearing. The budget was discussed at the budget workshop on July 28, 2025 and increased $560,000 to $24,280,300 per commission discussion at the July 28, 2025 budget workshop The increase is due to the following items:
•Public Safety A/C Replacement, Phase 1
•Public Safety Patrol Cars (4)
•City Hall Security Upgrades (Hardening)
•Employee Resignation and Retirement (Entering FRS DROP)
•Public Works Building Expansion (Phasing)

This budget includes funding the capital projects fund for all capital projects, that have approved funding sources, for FY 25-26. The capital improvement plan has projects in it for the next five years; 2025-2030. Total anticipated capital projects for FY 2025-26 is $29,476,200; $4,726,500 for general fund and $24,749,700 for the enterprise (sewer) fund with 81% of funding expected from grants.

There are two public hearings, September 8 and 23, 2025 at 6 pm for public comment

FISCAL IMPACT STATEMENT:

Setting the FY 25-26 budget

BACKGROUND:

There was a public budget workshop on July 28, 2025 setting forth a proposed budget of $103,942,200 which is made up of the General Fund for $23,720,300, The General Fund Capital Fund for $4,858,500, the Sewer Fund for $50,948,600, the Sewer Impact Fund for $16,100, and the Sewer Capital Fund for $24,398,700.
This budget includes the funding for capital projects for FY 25-26 of $29,257,200, General Fund Capital $ 4,858,500 and Sewer Fund Capital $24,398,700.

LEGAL REVIEW:

RECOMMENDATION:

Approve Resolution 2025-12 adopting the tentative budget dependent upon Commission action

SUGGESTED MOTION:

Motion to approve Resolution 2025-12 adopting the tentative budget approved at the budget hearing.

ATTACHMENT:

1. Resolution 2025-12 BUDGET FY 25_26
2. Budget Summary with Hearing Notice
3. FY 25-26 Tentative Budget
4. FY 25-26 Tentative Capital Improvement Plan

RESOLUTION 2025-12

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, on September 8h 2025, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, set forth the appropriations and revenue estimate for the Annual Budget for Fiscal Year 2025-2026 in the amount of $24,280,300.

NOW, THEREFORE, BE IT RESOLVED by the City of Daytona Beach Shores of Volusia County, Florida, that:

1. The Fiscal Year 2025-2026 Tentative Budget be adopted.
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 8th Day of September 2025.

Time Adopted ____PM

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

_____ VOSE LAW FIRM

BUDGET SUMMARY
CITY OF DAYTONA BEACH SHORES - FISCAL YEAR 2025/2026

THE TENTATIVE OPERATING BUDGET EXPENDITURES OF THE CITY OF DAYTONA BEACH SHORES ARE 56.7% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General fund 4.5880

ESTIMATED REVENUES:	GENERAL FUND	CAPITAL IMPROVEMENT FUND	SEWER FUND	SEWER CAPITAL IMPROVEMENT FUND	TOTAL ALL FUNDS
Taxes **Millage per $1000**					
Ad Valorem Taxes 4.5880	10,430,400				**10,430,400**
Local Option Gas Taxes	45,000				**45,000**
Business Use Taxes	98,000				**98,000**
Utility Service Taxes	1,070,000				**1,070,000**
Licenses, Permits, & Franchise Fees	1,160,500		16,100		**1,176,600**
Intergovernmental	2,858,500		22,591,400		**25,449,900**
Charges for Services	2,049,100		4,400,300		**6,449,400**
Fines and Forfeitures	105,000				**105,000**
Miscellaneous Revenue	540,500		105,000		**645,500**
Internal Service Charges & Other Sources	1,110,400				**1,110,400**
TOTAL SOURCES	**$19,467,400**	**$0**	**$27,112,800**	**$0**	**$46,580,200**
Transfers In		4,246,500		22,966,400	**27,212,900**
Fund Balance/Reserves/Net Assets	3,526,400	480,000		1,783,300	**5,789,700**
Debt Proceeds	1,286,500		16,578,000		**17,864,500**
TOTAL REVENUES,TRANSFERS & BALANCES	**$24,280,300**	**$4,726,500**	**$43,690,800**	**$24,749,700**	**$97,447,300**
EXPENDITURES					
General Government	5,377,900	82,500	3,185,900		**8,646,300**
Public Safety	9,082,200	585,000			**9,667,200**
Physical Environment	1,671,500	3,505,000	601,300	24,374,700	**30,152,500**
Transportation	644,800	90,000		375,000	**1,109,800**
Economic Environment	100,000				**100,000**
Human Services	240,000				**240,000**
Leisure Services	1,499,400	464,000			**1,963,400**
Debt Services	406,900		16,578,000		**16,984,900**
Other Uses and Transfers	1,011,100		359,300		**1,370,400**
TOTAL EXPENDITURES	**$20,033,800**	**$4,726,500**	**$20,724,500**	**$24,749,700**	**$70,234,500**
Transfers Out	$4,246,500		$22,966,400		**27,212,900**
Fund Balance/Reserves/Net Assets					**0**
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**$24,280,300**	**$4,726,500**	**$43,690,900**	**$24,749,700**	**$97,447,400**

Tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.

NOTICE OF BUDGET HEARING

The City of Daytona Beach Shores has tentatively adopted a budget for Fiscal Year 2025-2026

All concerned citizens are invited to attend a public hearing on the tax increase to be held on

Tuesday, September 23, 2025
6:00 p.m.
at
3000 Bellemead Drive
Daytona Beach Shores, Florida 32118



City of Daytona Beach Shores

Tentative Budget

FY 2025-26

CITY OF DAYTONA BEACH SHORES, FLORIDA

CITY COMMISSION

Nancy J. Miller, Mayor
Michael Politis, Vice Mayor
Mark Card
Christopher Conomos
Stephen Dembinski

CITY OF DAYTONA BEACH SHORES ORGANIZATION CHART

(Including charter established department heads)

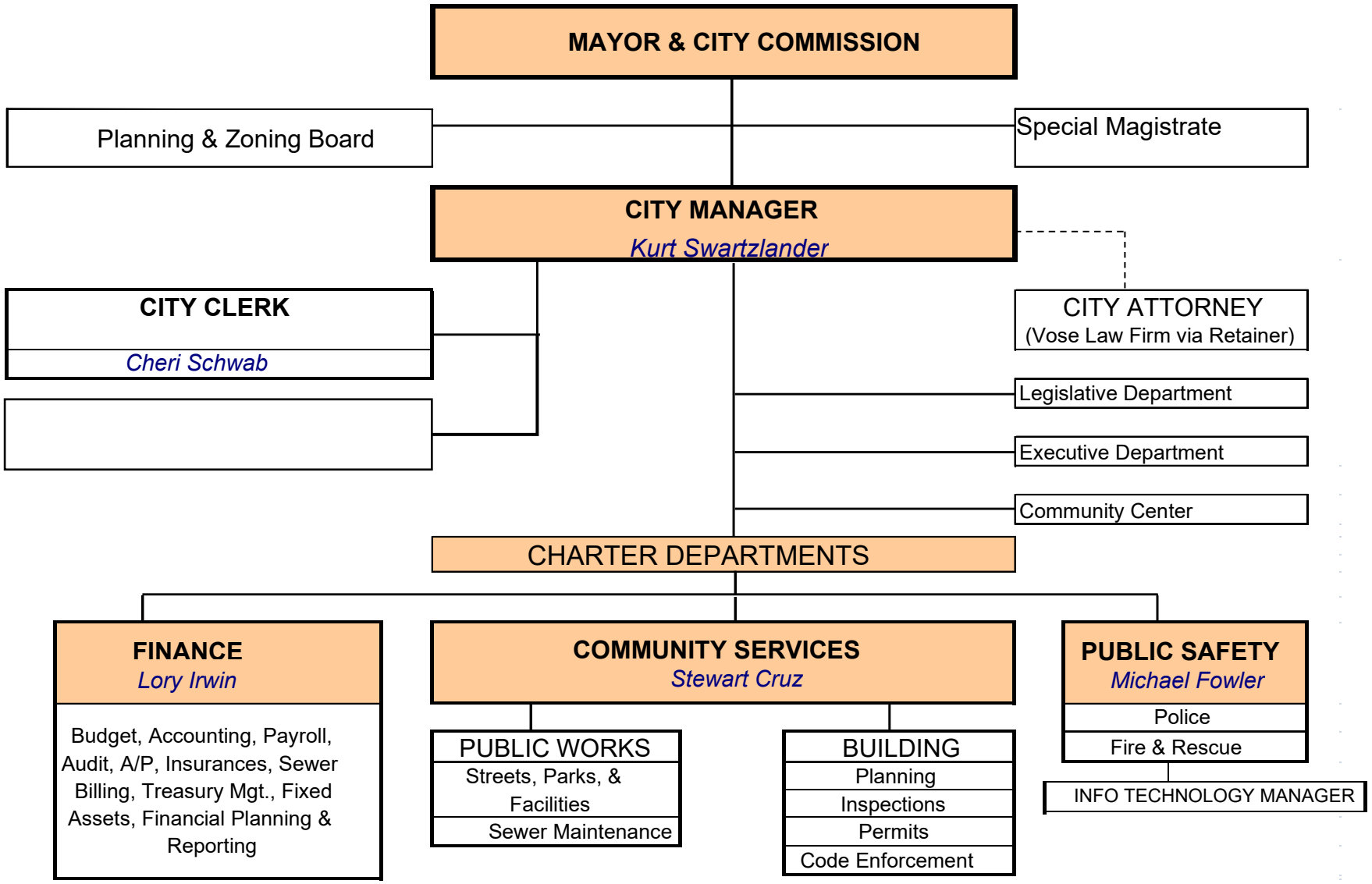


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City of Daytona Beach Shores
"Life is Better Here"

August 31, 2025

Honorable Mayor Miller, Vice-Mayor, and Members of the City Commission
City of Daytona Beach Shores
Daytona Beach Shores, Florida 32118

The attached document is the tentative budget for the fiscal year 2025 - 2026. As with the proposed budget you received in July, this is a comprehensive budget including personal services, operating, and any debt instruments: leases, software as a service, and/or loans the city needs to appropriate funds for each year. Capital purchases, purchases used to upgrade, or extend the life of a capital asset, are found in the Capital Improvement Plan as a separate attachment and have been updated to include expenditures discussed at the July 28th workshop. The tentative budget and capital improvement plan meet the provisions of the City Charter, City Code and applicable State Statutes.

The General Fund tentative budget for fiscal year 2025 - 2026 is proposed at $24,280,300, an increase of $560,000 from the budget proposed at the July 28th workshop. The increase is due to the following items:

- Public Safety A/C Replacement, Phase 1
- Public Safety Patrol Cars (4)
- City Hall Security Upgrades (Hardening)
- Employee Resignation and Retirement (Entering FRS DROP)
- Public Works Building Expansion (Phasing)

An assessment of the Public Safety Building HVAC system was conducted, and the replacement of the system can be accomplished in two phases, Phase 1 involving components of the HVAC system that have reached the end of their useful lives and should be replaced and Phase 2 involving components where replacement should be anticipated within the next five years. Phase 1 was added to the budget for $800,000.

The patrol vehicles are part of the recruitment and retention plan started in February 2021 by, at that time, Chief Dembinski. The plan calls for all full-time public safety officers to get a take-home vehicle as part of their full-time status. Since 2021 the city has been building the fleet by adding 4-5 patrol vehicles each year. Currently the city is in the replacement phase where 4 vehicles should be ordered annually. No replacements were originally budgeted for FY 25-26 as a cost saving measure but it was determined this could cause a problem as delivery of these vehicles takes approximately a year and could potentially cause a shortage of vehicles in the fleet. The cost of 4 vehicles at $255,000 was added to the tentative budget.

At the Strategic Planning Workshop in April an inquiry was made regarding the cost to harden City Hall. Since that time, the City has had two evaluations completed and several estimates based on the recommendations. The estimates were not available in July for the workshop. From the estimates received it would be approximately $200,000 to harden Finance and the Building Department.

The current City Manager submitted his resignation to commission effective October 14th. According to his contract, “all accrued benefits are payable in full” and will be payable in FY 25-26. This will include any unused vacation and sick leave. Also, a long-time employee with the city will be entering the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) where they can submit a lump sum of up to 500 hours of leave upon entering the DROP. This program essentially puts a time clock on when you will fully retire. This employee will fully retire from the city within eight (8) years of entering the DROP. $172,900 was added to the budget to account for these personnel actions.

The Public Works building expansion project can be a phased project over two budget years which allows for the offset in expenditures for FY 25-26. The adjustment to the project is, Phase 1 $1,600,000 and Phase 2 $900,000.

The remaining difference in budget from July, incorporates minor departmental savings from expenditure removals to prior year unfinished projects budgeted for in FY 25-26; some projects are now anticipated to be complete by FY 24-25 year end, totaling $20,500 and a budget savings of $47,400 for general liability and workers compensation insurance. Insurance costs for FY 25-26 came in 8.18% below estimate. There also was a change in funds transfer to other funds due to a budgeting error of $100,000.

If the above changes to the budget are approved, fund transfers from Reserves will be $3,526,400: (1) $2,780,900 in planned transfers for the capital fund including (a) $65,000 in Fuel Tax Reserves for street projects, and (2) $680,500 for contingency which includes funds for unexpected expenses that occur throughout the year including emergencies.

There is a transfer from General Fund balance of $4,246,500 to the capital fund account which accounts for all capital expenditures for FY 25-26 including purchases funded with grants.

> Note: Funds are not transferred until received by the city. All funds are invested throughout the budget year according to city cashflow needs. Any funds not utilized throughout the budget year are returned to reserve status at year end.

SIGNIFICANT BUDGET CHANGES

Beyond the specific changes noted above from the July 2025 workshop, the following is a list of significant budget changes, from current year, incorporated into the General Fund budget. These are changes from the current year budget, and reflect anticipated or known cost increases or decreases for the new year. This list excludes capital items and changes to items that are "bottom line" neutral given that the revenue or expense item is offset by contra account.

- The non-voted tax rate of 4.5880 mills, is unchanged from prior year rate of 4.5880 mills. This is a 3.03% increase over the roll-backed rate of 4.4529 mills.

- A Capital Improvement Fund was created in FY 24-25, moving capital items from

individual departmental budgets to one encompassing fund: project, cost, and funding. Transfers to the Capital Fund account for grants used for capital items; funds are only transferred once approved and received.

- Transfer of funds from General Fund: $4,246,500
  - Public Safety HVAC System Upgrades $800,000
  - Public Safety Fleet Replacement $585,000 ($330,000 from PY)
  - Public Works Building Extension $1,600,000
  - City Hall Security Upgrades (Hardening) $200,000
  - EOC Phase 1 $450,000
  - Beach Access Upgrades $325,000
  - Various Other Minor Projects (See CIP for detail) $286,500

- Major Revenue or New Expense Changes:
  - Staffing and Benefit Costs Increase: $658,200 [6.28%]
    - 26.27% due to resignation and retirement
  - Employee raises consist of annual merit increases from 2.67% to 3.64%
  - Employee Health Insurance overall increase of 7.67% after netting increase in insured rate with increase in employee bi-weekly share
  - Property & Casualty Insurance Costs came in 8.18% below budget
  - IT Infrastructure Cost Increase of $244,200
  - Capital Lease Increase of $1,286,500 according to GASB 87
  - Debt Service consists of capital leases according to GASB 87

GENERAL FUND REVENUE SUMMARY

Revenues have been estimated at realistic levels and a detailed listing of all revenue sources is shown on page 11 of this budget packet. In summary, the City anticipates receiving revenues from sources as shown below.

REVENUE SOURCE	BUDGET	PERCENT
Non-Voted Ad-Valorem Taxes	10,430,400	43%
Business & Communication Taxes	1,168,000	5%
Franchise Fees & Permits	1,160,500	5%
Intergovernmental	2,903,500	12%
Charges for Services	2,049,100	8%
Fines & Forfeitures	105,000	0%
Misc. Revenues	540,500	2%
Internal Service & Debt Proceeds	2,396,900	15%
Transfers from Fund Balance	3,526,400	10%
TOTAL	24,280,300	

Millage Rates

The budget provides for an ad-valorem tax rate of $4.5880 per $1,000 of taxable value, which based on the estimate from the Volusia County Property Appraiser, is a 3.03% increase above the City's rolled back rate of $4.4529. The budget estimate for ad-valorem tax proceeds is based on 97.0% of the proceeds derived by the rate of $4.5880 per $1,000 taxable valuation. The adjusted certification of taxable value received from the Volusia County Property Appraiser reflects a taxable value of $2,299,019,527 (an increase of 3.48% over the previous year).

It is estimated the millage rate will result in $10,306,700 of non-delinquent property tax revenue.

BUDGET IMPLEMENTATION: STRUCTURE AND SUMMARIES

The General Fund budget is implemented by and through the following chartered organizational structure:

City Commission	Legislative
City Manager	Executive, Finance, Legal, Other Government Services, Community Center, Contingency, & Long-Term Debt
Public Safety	Administration & CID, Patrol/Fire & Rescue, Auto Maintenance, & Information Technology
Community Services	Building & Codes, Planning, Public Works, & Parks & Recreation

The City has four department heads, along with the City Manager, are authorized to make budgetary expenditures. Other employees may make purchasing card transactions under authority granted by these department heads. Below are listed this years' budget summaries of planned expenditures by organization and then by function. Detailed descriptions of all planned expenses are organized by operational department, and may be found throughout the body of this document.

GENERAL FUND SUMMARY OF EXPENDITURES

DEPT/SOURCE	BUDGET	PERCENT
LEGISLATIVE	203,000	1%
EXECUTIVE	958,200	4%
FINANCE	774,400	3%
LEGAL	185,100	1%
PLANNING	150,600	0%
INFORMATION TECHNOLOGY	896,000	4%
OTHER GOVT. SERVICES	59,000	0%
PUBLIC SAFETY	9,082,200	37%
BUILDING/CODE DEPT	649,900	3%
ENVIRONMENT (Incl. Debt)	1,671,500	7%
PUBLIC WORKS	2,146,500	9%

BENEFIT TERM PAYOUT	240,000	1%
ECONOMIC DEVELOPMENT	100,000	0%
PARKS & RECREATION	870,400	4%
COMMUNITY CENTER	629,000	3%
TRANSFERS OUT-CAPITAL	4,246,500	18%
CONTINGENCY	1,011,100	4%
SOFTWARE AS A SERVICE	93,700	0%
LEASES	313,200	1%
TOTAL EXPENDITURES	24,280,300	100%

PERSONNEL	11,121,700	46%
OPERATIONS	6,107,600	25%
CAPITAL LEASES	1,286,500	5%
DEBT SERVICE	406,900	2%
TRANSFERS/CONTNGCY.	5,357,600	22%
TOTAL EXPENDITURES	24,280,300	100%

SEWER ENTERPRISE FUND BUDGET

The Sewer Fund budget consists of three department elements: operating, impact fee, and transfers out to the capital fund. The budget has increased due to the transfer of funds to the Capital Improvement Plan Fund. The funds are proceeds from two State Revolving Fund Loans, one the city has been granted through the SAHFI grant and the other the city is in the process of applying for through a new State Revolving Fund Supplemental Appropriation for Hurricanes Milton and Hawaii Wildfires (SAMH). The city has applied for 12,950,000 through the SAMH grant. The SAHFI grant is a principal forgiveness grant for $14,550,000. There are two Transform 386 grants the city has been approved for through Volusia County totaling $5,616,700, and two HMGP grants totaling $3,867,700 the city has applied for. Funds are only transferred when approved and available to the city.

As an enterprise fund, the fund is used to account for the provision of sewer services, which the City operates as though it were a separate business. Enterprise activities are not dependent on taxes for their operating revenue, and may be operated by the City to generate revenues in excess of expenses to enhance the City's overall financial position for future capital expenditures.

The sewer budget was $50,948,600 at the workshop on July 28, 2025. It has since been updated to $43,674,800 to accommodate the excess in grant funds that were budgeted. The city will not utilize funds above the needs of the project budgeted for. If the city is fortunate to be awarded all of the grants it has applied for, there potentially could be an excess of $3,415,700 over the estimated cost of the projects. This excess has been removed from the budget for FY 25-26.

Sewer revenue has been updated, a 7.18% decrease from current year, to account for differences in consumption reads from the neighboring cities of Daytona Beach and Port Orange whom the city relies on in order to bill sewer activity. Daytona Beach installed new meters on their beachside accounts and were estimating usage for several months. Port Orange has been estimating usage due to the

implementation of new utility software. These anomalies have warranted credits throughout the city for over billing due to their estimation of consumption, unbeknownst to the city until excessive credits were being asked of some customers. Revenue estimates have been decreased $242,400 from July and are lower than current year due to the length of time affected by this anomaly.

The cities have corrected the consumption on current year bills, equating to credit balances on some accounts. The city has looked at all city accounts and adjusted them accordingly.

Sewer Operating Department

		BUDGET %
SEWER OPERATIONS REVENUE		
SVC CHG. METER READ	100	0%
GRANTS	22,591,400	52%
SEWER REVENUE	4,400,300	10%
OPERATING INTEREST	105,000	0%
SRF LOAN PROCEEDS	16,578,000	38%
TOTAL NET REVENUES	**43,674,800**	**100%**
SEWER OPERATIONS EXPENSE		
PERSONAL SERVICES	378,100	1%
OPERATING EXPENSES	2,807,800	6%
CAPITAL DEPRECIATION	585,200	1%
TRANSFER TO CAPITAL FUND	22,966,400	53%
CONTINGENCY	339.300	1%
BAD DEBT WRITE DOWN	20,000	0%
DEBT SERVICE		
PRINCIPLE & CHARGES	16,578,000	38%
TOTAL EXPENDITURES	**43,674,800**	**100%**

By resolution 2023-18, the customer sewer rate adjusts annually to the greater of 3.0%, or the CPI, plus service charges by service provider cities. This budget incorporates a 5.84% rate increase from the City of Port Orange to the city for sewage processing and a 4.81% cpi increase. A total 6.71% increase will be passed to sewer customers.

> **Note**: A hearing will take place regarding the rate increase on October 7, 2025 at 6:00pm at Commission Chambers, 3000 Bellemead Dr. A notice was included in the August 29th utility bills.

SEWER IMPACT FEES:

Sewer Impact Fees (Development Fees), governed by Ordinance 2024-03, are fees imposed on new users of the city's sanitary sewer system in order to finance the cost of capital improvements needed to facilitate expansion of the city's wastewater collection system. These fees have two components; (1) sewer collection fee imposed by the City of Daytona Beach Shores, $644, and (2) a sewer treatment service development fee, imposed by the City of Port Orange who processes all city sewage, $998. Sewer impact fees are generally generated through septic-to-sewer conversions and new construction in the city.

	BUDGET	PERCENT
IMPACT FEE INTEREST	100	1%
SEWER IMPACT FEE	16,000	99%
IMPACT FEE REVENUE TOTAL	**16,100**	**100%**
SEWER IMPACT FEE EXPENSE		
OPERATING EXPENSES	9,600	60%
CONTINGENCY	6,500	40%
IMPACT FEE EXPENSE TOTAL	**16,100**	**100%**

The impact fee rate remains at $1,642, and was adjusted on April 1, 2024 with Ordinance 2024-03 when the service provider increased their impact fee by $42.

MANAGEMENT AND BUDGET POLICIES

The 2025-2026 budgets have been prepared in accordance with a number of management and budget policies. Some of the policies are requirements by the City Charter, City Code and State law. Listed below are some of the policies guiding the development and implementation of this budget:

1. Investments - Security is the main objective when investing the City's unencumbered funds. In FY 2021-22 the City adopted investment policies to define this objective. Investment performance is reported monthly to City Commission.

2. Property Taxes - The City adheres to the "Truth in Millage" state statute governing the determination of millage for taxing authorities. The statute mandates strict adherence to a schedule for advertising and holding public hearings; the size and language in the advertisements; the method of fixing the millage rate; and other requirements.

3. Purchasing -All contracts, when the sum is $100,000 or less, may be awarded by the City Manager to the highest value (i.e., price and service) bidder. When contracts are expected to exceed $50,000, City staff solicits sealed bids through legal ads and DemandStar.com. Bids are publicly opened, tallied, and forwarded to the City Commission with staff recommendations for the award. The City's capital expense threshold is $10,000. Ordinance 2025-09, updated the purchasing policy, setting City Manager approval authority by resolution. Resolution 2025-09 set those limits at the July 28, 2025 meeting $100,000.

4. Budget Controls - Control of budgeted expenditures is exercised at the department head level, with purchase orders and associated payments reviewed and executed by the Finance Director. Budget amendments are via commission resolution. Inter-departmental budget transfers are authorized by the City Manager. The Finance Director authorizes intra-departmental budget transfers.

5. Personnel and Payroll - The City is guided by several documents with regard to payroll and personnel matters. These documents include the Job Classification Plan, the approved Pay Plan, and various policies set forth by the City Manager and Employee Handbook.

6. Pension / Defined Contribution Plans - The State of Florida established and manages the Florida Retirement System (FRS), which covers all full-time and part time City employees hired. This does not cover Reserve positions. For the coming year (through 6/30/26) the City will be obligated to contribute 14.03% of regular employees' gross wages, 33.24% of senior manager gross wages, 35.19% of special risk employees' gross wages, and 22.02% of DROP program employee gross wages to the Florida Retirement System. It is expected that these rates will change each July 1st. The average budgeted benefit rate for city retirement contributions is 26.12%.

FINANCIAL POSITION

The 2025-2026 budget as presented is a balanced budget, including the planned contingencies. It is worth noting that although this (and every other budget) is an annual fiscal plan, the financial responsibilities of management extend well beyond annual spending plans to include:

- the control of long-term liabilities and recurring expenses; i.e., insuring that the growth of these costs do not out-pace the growth of supporting revenues;
- the provision for the uninterrupted future availability of current assets;
  the avoidance of any structural fiscal imbalance (e.g., spending non-recurring revenues on recurring expenses);
- the duty to run government like a business, i.e., recognizing citizens and business owners as shareholders and taking actions appropriate to the protection of that part of their owner's equity that is based on the safety, attractiveness, and overall desirability of the City's living and business environments.

Overall, the City's financial condition is stable and healthy, as a result of our adherence to meeting the longer-term management responsibilities listed directly above.

This budget is a reliable plan to simultaneously maintain service levels, provide the residents of Daytona Beach Shores with a high value environment, and support the long-term financial stability of their government. The preparation of this budget was made possible through citizen participation, cooperation from all Department Heads, and Commission support in planning the financial operations of the City. I want to take this opportunity to thank everyone involved in the process.

Respectfully,

Kurt Swartzlander
City Manager

Impact of Tentative Tax Increase on Average Parcel

Single Family:456 parcels, 248 (54.4%) Homestead

- Total Taxable value = $174,487,465
- Average Taxable Value = $382,648
- Tax at current rate of 4.5880% = $1,755.59
- Tax at roll-back rate of 4.4529% = $1,703.89
- Annual Increase = $51.70
- Monthly Increase = $4.31
- Daily Increase = $0.142
-

Condominia:5,834 parcels, 1,714 (29.4%) Homestead

- Total Taxable Value = $1,740,163,208
- Average Taxable Value = $298,280
- Tax at current rate of 4.5880% = $1,368.51
- Tax at rollback rate of 4.2175% = $1,328.21
- Annual Increase = $40.30
- Monthly Increase = $3.36
- Daily Increase = $0.11

The City's annual rates for sewer service and solid waste/recycling are annually indexed to service provider and consumer based cost indices. Effective for the October 2025 sewer, garbage, and recycling billing, the rates for these services maybe changed as follows, following a public hearing on October 7th, 2025 at 6:00pm, :

	Current Rates	**New Rates**
SEWER SYSTEM		
Resident Base Charges (includes 1st 3000 gallons of use)	$40.13	**$42.29**
Resident Use Charges per 1000 Gallons	$13.22	**$14.11**
Non-Resident Base Charges (includes 1st 3000 gallons of use)	$59.94	**$63.96**
Non-Resident-Use Charge per 1000 Gallons	$19.83	**$21.16**
SOLID WASTE	$22.72	**$23.29**
RECYCLING	$3.74	**$3.83**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-26
GENERAL FUND REVENUE BUDGET
GENERAL FUND FUNCTIONAL SUMMARY

Account Description	FY2023-24 Actual	FY2024-25 Amended Bud.	**FY2025-26 Budget**	Budget Change
Non-Voted Ad-Valorem Taxes*	8,880,485	10,023,000	10,430,400	407,400
Business & Communication Taxes	1,311,298	1,170,800	1,168,000	(2,800)
Voter Approved Taxes*	1,207	0	0	0
Franchise Fees & Permits	1,270,518	1,144,600	1,160,500	15,900
Intergovernmental	1,344,836	2,148,200	2,903,500	755,300
Charges For Services	1,910,815	2,005,300	2,049,100	43,800
Fines & Forfeitures	88,478	105,000	105,000	0
Misc. Revenues	1,271,542	1,105,500	540,500	(565,000)
TOTAL SOURCES	16,079,180	17,702,400	18,357,000	654,600
Transfers (In) from Fund Balance	0	5,067,500	3,526,400	(1,541,100)
Internal Service & Debt Proceeds	1,234,831	1,266,700	2,396,900	1,130,200
TOTAL REVENUE	17,314,011	24,036,600	24,280,300	243,700
Legislative	152,302	234,600	203,000	(31,600)
Executive	839,139	829,800	958,200	128,400
Finance	539,361	762,600	774,400	11,800
Legal	139,515	189,700	185,100	(4,600)
Planning	89,330	148,000	150,600	2,600
Information Technology	423,496	664,600	896,000	231,400
Other Gov't Services	37,248	59,000	59,000	0
Public Safety	6,224,787	7,468,000	9,082,200	1,614,200
Building/Codes	653,575	757,700	649,900	(107,800)
Physical Environment	1,573,706	1,631,200	1,671,500	40,300
Public Works	1,610,353	2,230,556	2,146,500	(84,056)
Benefit Term Payout	0	67,100	240,000	172,900
Economic Development	30,487	100,000	100,000	0
Parks & Recreation	559,562	599,639	870,400	270,761
Community Center	655,276	690,644	629,000	(61,644)
TOTAL EXPENDITURES	13,528,135	16,433,139	18,615,800	2,182,661
Transfers (Out) To Other Funds		6,230,161	4,246,500	(1,983,661)
Contingency	0	1,066,100	1,011,100	(55,000)
General Debt	242,481	307,200	406,900	99,700
TOTAL APPROPRIATED EXPENDITURES, RESERVES AND BALANCES	13,770,616	24,036,600	24,280,300	243,700

REVENUE

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-26
GENERAL FUND REVENUE BUDGET

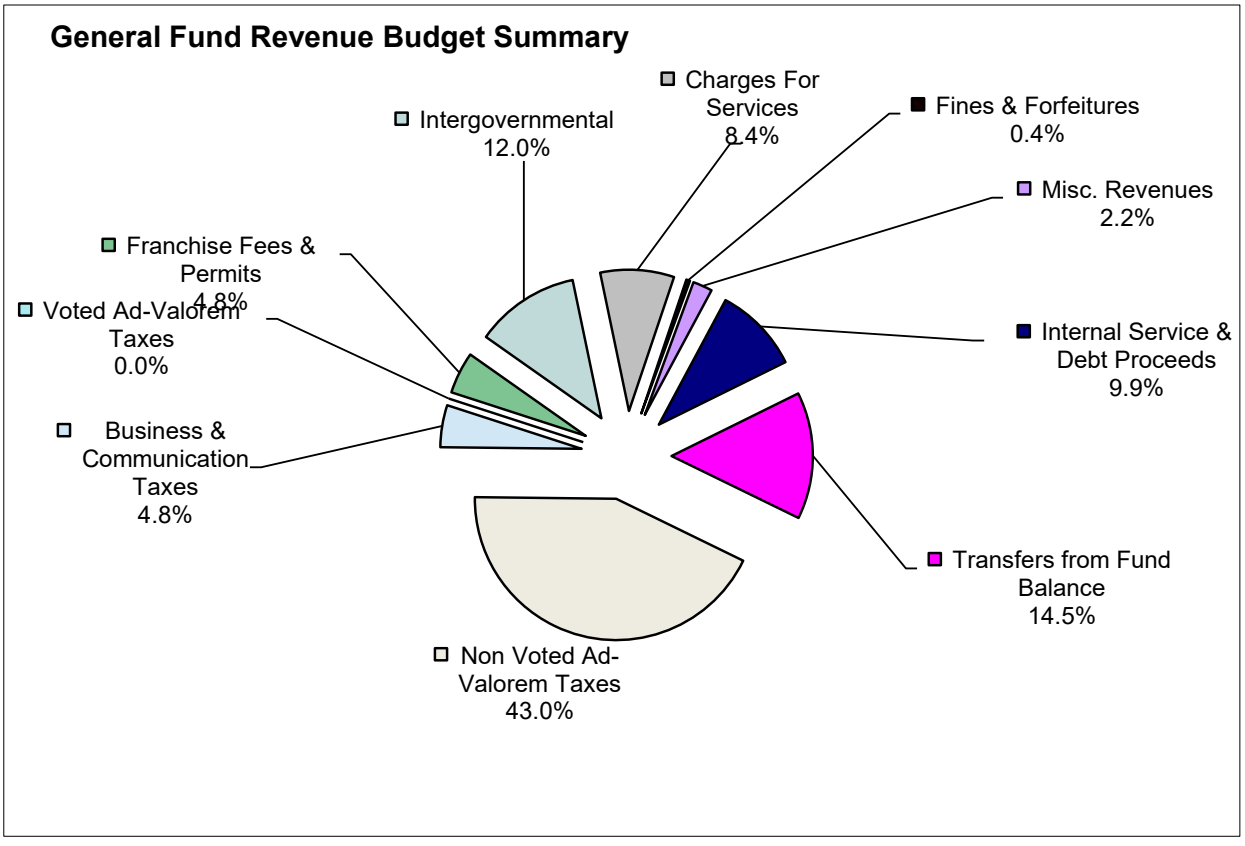
		GENERAL FUND LINE ITEM REVENUE DETAIL			
Account Description			FY2024-25	FY2025-26	Budget
Based on State Revenue Estimate		Actual	Amended Bud.	Budget	Change
310-3110-11100	Ad-Valorem	8,703,167	9,913,900	10,306,700	392,800
310-3110-11115	Debt Service Ad-Valorem	0	0	0	0
310-3110-12000	Delinq Ad-Valorem	177,318	109,100	123,700	14,600
310-3110-12001	Delinq Debt-Serv Ad-Valorem	1,207	0	0	0
310-3130-13700	Business Tax Receipts	96,834	98,000	98,000	0
310-3130-13750	County Business Tax Rcpt.	4,795	1,000	0	(1,000)
310-3140-14100	Utility Tax-Elec 10%	1,009,923	860,000	900,000	40,000
310-3140-14110	Utility Tax-Gas 10%	7,536	11,800	10,000	(1,800)
310-3140-14130	**Local Comm. Service Tax**	**192,211**	**200,000**	**160,000**	**(40,000)**
320-3220-22100	Building Permits	287,100	250,000	250,000	0
320-3220-22110	Electric Permits	29,950	30,000	30,000	0
320-3220-22120	Plumbing Permits	32,913	30,000	30,000	0
320-3220-22130	Mechanical Permits	35,144	35,000	40,000	5,000
320-3220-22135	Excavation Permits	0	200	200	0
320-3220-22140	Plan Review	0	300	300	0
320-3220-22180	Franchise Fee-Elec.	777,671	700,000	700,000	0
320-3220-22190	Franchise Fee-Gas	33,332	35,000	45,000	10,000
320-3220-22200	Francise Fee-Impound	26,719	24,100	15,000	(9,100)
320-3220-29000	Other Lic. & Permits	47,689	40,000	50,000	10,000
330-3330-33540	**Loc.Opt. 1-6 c Fuel Tax (.02)**	**111,665**	**40,000**	**20,000**	**(20,000)**
330-3330-33550	**Loc.Opt. 1-5 c Fuel Tax (.05) [R]**	**80,772**	**45,000**	**25,000**	**(20,000)**
330-3340-33460	Public Safety Grants	3,351	0	0	0
330-3340-33470	Local Grant	60,144	130,000	1,180,000	1,050,000
330-3340-33600	FEMA Grant	384,788	690,000	540,000	(150,000)
330-3340-33602	HMGP Grant		603,500	515,400	(88,100)
330-3350-34410	FDOT Lighting Maint. Agree	109,456	112,700	116,100	3,400
330-3350-35120	**State Revenue Sharing**	**195,533**	**160,000**	**160,000**	**0**
330-3350-35150	Alcohol Bev. License	12,168	12,000	12,000	0
330-3350-35180	**Loc.Gov. 1/2 Cent Sales Tax**	**373,195**	**350,000**	**330,000**	**(20,000)**
330-3350-35410	Muni. Vehicle Rebate	5,138	5,000	5,000	0
330-3350-35490	FDOT Signal Maint Agree	8,626	0	0	0
340-3420-42140	Outside Detail	837	2,500	2,500	0
340-3420-42210	County Fire Protect Contract	65,000	76,100	76,100	0
340-3430-43400	Garbage Revenue	1,631,106	1,633,700	1,674,500	40,800
340-3430-43600	Recycling Revenue	109,100	118,800	121,800	3,000
340-3430-43700	Purchasing Card Rebates	40,818	25,000	25,000	0
340-3440-44400	Rentals	10,372	13,300	13,300	0
340-3470-47200	Parks-Maintenance Fee	24,915	109,700	109,700	0
340-3470-47530	Comm. Center Fee	6,748	10,000	10,000	0
340-3470-47532	Comm. Ctr. Rental	21,019	15,000	15,000	0
340-3470-47541	Senior Center Misc.	900	1,200	1,200	0
350-3510-51100	Court Fines	38,176	55,000	55,000	0
350-3510-51300	Police/Fire Education	15,461	15,000	15,000	0
350-3510-51600	Investigative Reimburse	17,261	15,000	15,000	0
350-3510-51700	Code Enforcement Fines	17,581	20,000	20,000	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-26
GENERAL FUND REVENUE BUDGET

Account Description **Based on State Revenue Estimate**	Actual	FY2024-25 Amended Bud.	FY2025-26 Budget	Budget Change
	GENERAL FUND LINE ITEM REVENUE DETAIL			
360-3610-61000 Pool Cash Interest	66,947	85,000	45,000	(40,000)
360-3610-61001 Debt Service Millage Interest	0	0	0	0
360-3610-61002 Loan Covenant Reserve Int.	0	0	0	0
360-3610-61200 SBA Operating Interest	27	0	0	0
360-3610-61260 Other Investment Interest	159,672	0	0	0
360-3610-61262 Interest Revenue-Leases	5,566	0	0	0
360-3610-69400 Realized Gain/(Loss)	330,880	600,000	450,000	(150,000)
360-3610-69999 Unrealized Gain/(Loss)	227,419	0	0	0
360-3640-64000 Sale of Fixed Assets	11,946	10,000	10,000	0
360-3690-69670 Title Search Fee	7,100	5,500	5,500	0
360-3690-69900 Misc. Revenue	6,276	10,000	10,000	0
360-3690-69910 Insurance Proceeds	455,709	395,000	20,000	(375,000)
380-3820-82100 From Sewer Ops (Int.Srvc.)	978,000	1,255,900	1,110,400	(145,500)
380-3841-13800 Debt Proceeds	256,831	10,800	1,286,500	1,275,700
390-3990-81400 Trans fr Road Imprv Fund Bal	0	127,900	65,000	(62,900)
390-3990-81600 Trans fr Gen Fund Fund Bal		4,939,600	3,461,400	(1,478,200)
TOTAL GENERAL FUND REVENUE	**17,314,011**	**24,036,600**	**24,280,300**	**243,700**

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	Actual	FY2024-25 Amended Bud.	FY2025-26 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,880,485	10,023,000	10,430,400	407,400
Business & Communication Taxes	1,311,298	1,170,800	1,168,000	(2,800)
Voted Ad-Valorem Taxes	1,207	0	0	0
Franchise Fees & Permits	1,270,518	1,144,600	1,160,500	15,900
Intergovernmental	1,344,836	2,148,200	2,903,500	755,300
Charges For Services	1,910,815	2,005,300	2,049,100	43,800
Fines & Forfeitures	88,478	105,000	105,000	0
Misc. Revenues	1,271,542	1,105,500	540,500	(565,000)
Internal Service & Debt Proceeds	1,234,831	1,266,700	2,396,900	1,130,200
Transfers from Fund Balance	0	5,067,500	3,526,400	(1,541,100)
TOTAL	**17,314,011**	**24,036,600**	**24,280,300**	**243,700**



EXPENDITURES

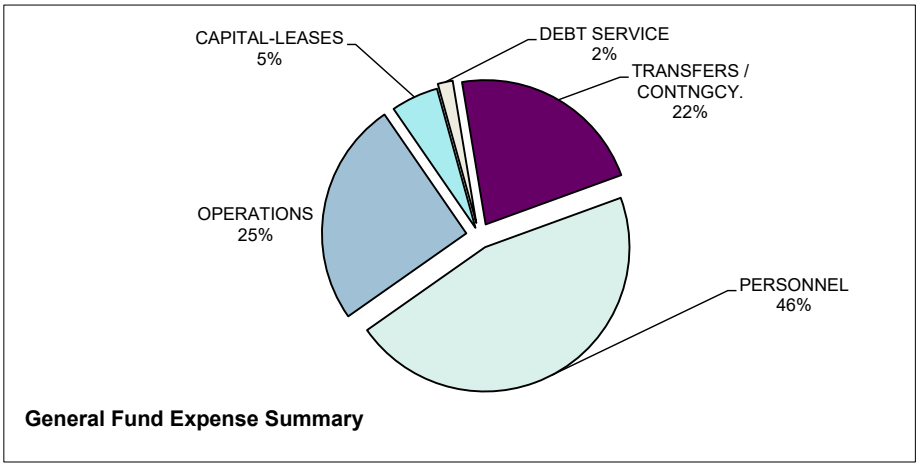
CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET

GENERAL FUND EXPENDITURES SUMMARY

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	152,302	234,600	203,000	(31,600)
5120	EXECUTIVE	839,139	829,800	958,200	128,400
5130	FINANCE	539,361	762,600	774,400	11,800
5140	LEGAL	139,515	189,700	185,100	(4,600)
5150	PLANNING	89,330	148,000	150,600	2,600
5160	INFORMATION TECHNOLOGY	423,496	664,600	896,000	231,400
5190	OTHER GOVT. SERVICES	37,248	59,000	59,000	0
5210	PUBLIC SAFETY	6,224,787	7,468,000	9,082,200	1,614,200
5240	BUILDING/CODE DEPT	653,575	757,700	649,900	(107,800)
5390	ENVIRONMENT (Incl. Debt)	1,573,706	1,631,200	1,671,500	40,300
5410	PUBLIC WORKS	1,610,353	2,230,556	2,146,500	(84,056)
5690	BENEFIT TERM PAYOUT	0	67,100	240,000	172,900
5520	INDUSTRY DEVELOPMENT	30,487	100,000	100,000	0
5720	PARKS & RECREATION	559,562	599,639	870,400	270,761
5751	COMMUNITY CENTER	655,276	690,644	629,000	(61,644)
5800	TRANSFERS OUT-CAPITAL	0	6,230,161	4,246,500	(1,983,661)
5800	CONTINGENCY	0	1,066,100	1,011,100	(55,000)
5820	GENERAL DEBT	242,481	307,200	406,900	99,700
	TOTAL EXPENDITURES	**13,770,616**	**24,036,600**	**24,280,300**	**243,700**

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	9,034,260	10,479,300	11,121,700	642,400
OPERATIONS	4,493,875	5,853,839	6,107,600	253,761
CAPITAL-LEASES	1,684,785	10,800	1,286,500	1,275,700
DEBT SERVICE	242,481	307,200	406,900	99,700
TRANSFERS / CONTNGCY.	0	7,396,261	5,357,600	(2,038,661)
TOTAL EXPENDITURES	**15,455,401**	**24,047,400**	**24,280,300**	**232,900**



General Fund Expense Summary

THE CITY OF DAYTONA BEACH SHORES

LEGISLATIVE

Purpose

This department is responsible for the legislative authority of the City.

City Commission Members

Mayor	**Nancy Miller**
Vice-Mayor	**Michael Politis**
Commission Member	**Mark Card**
Commission Member	**Chris Conomos**
Commission Member	**Stephan Dembinsky**

Budget Summary

	LEGISLATIVE		
	Current FY	**Proposed**	**Change**
Personnel Expense	$67,800	$67,900	$100
Operating Expense	166,800	135,100	(31,700)
TOTAL	234,600	203,000	($31,600)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5110-LEGISLATIVE EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REGULAR SALARY	62,459	61,900	61,900	0.3%	0
21	FICA	4,778	4,700	4,700	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
23	LIFE/HEALTH INSURANCE	0	0	0	0.0%	0
24	WORKER'S COMP.	1,174	1,200	1,300	0.0%	100
TOTAL PERSONAL SERVICES		**68,411**	**67,800**	**67,900**	**0.3%**	**100**
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	0	40,000	40,000	0.2%	0
40	VEHICLE EXPENSE/TRAVEL	10,210	14,900	14,900	0.1%	0
41	COMMUNICATIONS	400	1,800	900	0.0%	(900)
45	GENERAL INSURANCE	1,782	1,700	1,600	0.0%	(100)
47	PRINTING	191	400	400	0.0%	0
49	OTHER CHARGES	64,548	97,400	67,900	0.3%	(29,500)
51	OFFICE SUPPLIES	0	500	500	0.0%	0
52	OPERATING SUPPLIES	435	2,700	1,500	0.0%	(1,200)
54	BOOKS/MEMBERSHIPS	6,325	7,400	7,400	0.0%	0
TOTAL OPERATING EXPENSES		**83,891**	**166,800**	**135,100**	**0.6%**	**(31,700)**
GRAND TOTAL		**152,302**	**234,600**	**203,000**	**0.8%**	**(31,600)**

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5110-LEGISLATIVE EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**67,900**
10120	REGULAR SALARY		61,900	
	MAYOR			
	COUNCIL MEMBERS (4)			
10210	FICA		4,700	
10240	WORKER'S COMP.		1,300	
30	**OPERATING EXPENSES**			**135,100**
30310	PROFESSIONAL SERVICE		40,000	
	LOBBYING SERVICES	40,000		
30403	VEHICLE EXPENSE/TRAVEL		14,900	
	FLA. LEAGUE CONF. (for 5)	7,000		
	MISC MEETINGS / DINNERS	1,800		
	MISC TRAVEL	4,600		
	VCOG/LEAGUE DINNERS	1,500		
30411	TELEPHONE	800	800	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	1,563	1,600	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		67,900	
	CITY MARKETING PROGRAM	29,000		
	COUNCIL MTGS	1,100		
	EMPLOY/CITIZEN RECOGNTN	800		
	FIRST STEP SHELTER	20,000		
	HOPE PLACE	15,000		
	MUSIC LICENSE FEES (BMI, ASCAP)	2,000		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	1,500	1,500	
30540	BOOKS/MEMBERSHIP		7,400	
	CONSTANT CONTACT	400		
	FLA LEAGUE OF CITIES	600		
	FLA LEAGUE OF MAYORS	400		
	GREATER CHAMBER	400		
	MISC / QC AD	300		
	PO/SD CHAMBER	400		
	TEAM VOLUSIA BUS. ALLIANCE	3,300		
	V-CARD	400		
	VOL LEAGUE OF CITIES	700		
	VOL. TPO	500		
	TOTAL LEGISLATIVE		**203,000**	**203,000**

THE CITY OF DAYTONA BEACH SHORES

EXECUTIVE

Purpose

The Executive Department is responsible for the day-to-day administration of all affairs of the City. The City Manager is responsible for assuring all laws, charter provisions, and acts by the City Commission are faithfully executed. In addition, the City Manager directs and supervises all Departments of the City; and appoints and removes all officers and employees. The city's marketing program resides within this department also.

Staffing totals 4 FTE:

City Manager
City Clerk
Human Resource Generalist
Public Information Officer (PIO)

Budget Summary

	EXECUTIVE		
	Current FY	**Proposed**	**Change**
Personnel Expense	$666,400	$786,100	$119,700
Operating Expense	163,400	172,100	8,700
TOTAL	829,800	958,200	128,400

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	407,463	411,000	482,700	2.0%	71,700
13	OTHER SALARY	0	8,400	8,400	0.0%	0
14	OVERTIME	89	0	3,500	0.0%	3,500
15	SPECIAL PAY	675	14,100	13,800	0.1%	(300)
21	FICA	30,110	31,600	37,800	0.2%	6,200
22	RETIREMENT	111,092	141,900	166,000	0.7%	24,100
23	LIFE/HEALTH INSURANCE	51,674	50,000	63,300	0.3%	13,300
24	WORKER'S COMP.	7,729	9,400	10,600	0.0%	1,200
	TOTAL PERSONAL SERVICES	**608,833**	**666,400**	**786,100**	**3.2%**	**119,700**
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	103,216	12,500	12,900	0.1%	400
34	CONTRACTUAL SERVICES	3,828	0	0	0.0%	0
35	TRAINING	4,067	5,700	15,700	0.1%	10,000
40	VEHICLE EXPENSE/TRAVEL	16,662	20,400	19,200	0.1%	(1,200)
41	COMMUNICATIONS	21,474	35,700	27,700	0.1%	(8,000)
45	GENERAL INSURANCE	36,274	26,800	31,800	0.1%	5,000
46	REPAIRS/MAINTENANCE	136	3,000	3,000	0.0%	0
47	PRINTING	15,669	13,500	19,500	0.1%	6,000
49	OTHER CHARGES	21,633	30,600	30,600	0.1%	0
51	OFFICE SUPPLIES	2,853	4,000	2,000	0.0%	(2,000)
52	OPERATING SUPPLIES	1,685	6,000	4,000	0.0%	(2,000)
54	BOOKS/MEMBERSHIPS	2,809	5,200	5,700	0.0%	500
	TOTAL OPERATING EXPENSES	**230,305**	**163,400**	**172,100**	**0.7%**	**8,700**
	GRAND TOTAL	**839,139**	**829,800**	**958,200**	**3.9%**	**128,400**

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5120-EXECUTIVE DEPARTMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**786,100**
10120	REGULAR SALARY		482,700	
	CITY MANAGER			
	CITY CLERK			
	HR GENERALIST			
	PUBLIC INFORMATION OFFICER			
10130	OTHER SALARY		8,400	
10140	OVERTIME		3,500	
10150	SPECIAL PAY		13,800	
10210	FICA		37,800	
10220	RETIREMENT		166,000	
10230	HEALTH		60,300	
10231	LIFE/VISION/DENTAL/ADD		3,000	
10240	WORKER'S COMP		10,600	
30	**OPERATING EXPENSES**			**172,100**
30310	PROFESSIONAL SERVICE		12,900	
	BACKGROUNDS-HR	1,400		
	MISC SERVICES	10,000		
	TESTING-HR	1,500		
30350	TRAINING		15,700	
	FACC CONFERENCE (2)	400		
	FPHRA CONFERENCE-HR	900		
	HARRASSMENT-HR	5,000		
	ICCMA/FCCMA CONFERENCES	1,000		
	IIMC CONFERENCE	400		
	LUNCH & LEARN-HR	3,000		
	SHRM TESTING-HR	500		
	SHRM CONFERENCE-HR	1,500		
	SKILLPATH-HR	500		
	GREATER CHAMBER	400		
	MISC. SEMINARS	1,600		
	PRESENTATION MATERIAL-HR	500		
	TYLER PACE CONFERENCE-HR	FREE		
30403	TRAVEL		19,200	
	AUTO ALLOWANCES (CM)	8,400		
	FPHRA CONFERENCE-HR	1,800		
	MISC. MEET./DINNERS	2,000		
	TRAVEL/PER DIEM CONF.	5,200		
	SHRM CONFERENCE-HR	1,800		
30411	TELEPHONE		19,300	
	TELEPHONE & CELL	19,300		
30412	POSTAGE		8,400	
	MISC POSTAGE	4,000		
	PELICAN	4,400		
30450	GENERAL INSURANCE	31,768	31,800	
30460	REPAIRS/MAINTENANCE		3,000	
	COPIER MAINT. CONTRACTS (2)	3,000		
30470	PRINTING		19,500	
	MISC.	3,500		
	PELICAN	16,000		

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5120-EXECUTIVE DEPARTMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30490	OTHER CHARGES		30,600	
	ADVERTISING	28,000		
	INDEED RESUME MINING-HR	1,200		
	INDEED ADS-HR	8,000		
	NEWS JOURNAL-HR	2,400		
	ORGANIZATIONS-HR	1,000		
	JOB FAIRS(QUARTERLY)-HR	1,400		
	SUPPLIES-HR	1,000		
	OTHER ADVERTISING	13,000		
	FLOWERS/PLAQUES	1,600		
	PRESENTATION MATERIAL	1,000		
30510	OFFICE SUPPLIES		2,000	
	GEN. OFFICE SUPPLIES	2,000		
30520	OPERATING SUPPLIES		4,000	
	MISC. SUPPLIES: shirts, printers	4,000		
30540	BOOKS/MEMBERSHIP		5,700	
	FACC	600		
	FPHRA-HR	200		
	BJ'S WHOLESALE	150		
	FCCMA	500		
	VOLUSIA LEAGUE OF CITIES	700		
	FMASH	100		
	IIMC	200		
	ICMA	1,300		
	MISC. PUBLICATIONS	600		
	NEWS JOURNAL (1)	300		
	SUNSHINE SAFETY COUNCIL	100		
	SHRM-HR	500		
	SAM'S CLUB	150		
	POSTER COMPLIANCE-HR	300		
	TOTAL EXECUTIVE DEPT.		**958,200**	**958,200**

THE CITY OF DAYTONA BEACH SHORES

FINANCE DEPARTMENT

Purpose

This department is responsible for:

- Long-term financial planning and strategic policy development;
- Banking & treasury management;
- Obtaining financing and managing debt;
- Preparing/managing the City's budgets and audited financial report;
- Managing all city insurances and claim recoveries, including FEMA recoveries;
- Preparing interim financial reports and information requests;
- Maintaining asset records and the efficient disposal of depreciated assets;
- Billing and customer service for sewer accounts and solid-waste services;
- Serving as the City's leasing and collection agent for all leased properties;
- Processing all City AIR and A/P, including purchasing cards.
- Maintaining the City's general ledger, including reconciling and insuring the proper recording and accounting treatments of all financial transactions in accordance with State law;
- Preparing payroll (including employee payroll deduction and retirement programs) and managing such in accordance with IRS regulations; and,
- Processing of personnel benefit requests.

Staffing

Staffing totals 5 FTE:

1-Finance Director
1-Accounting Manager
3-Accounting Clerk I, II, III

Note: Approx. 1/3 of staffing costs shown below are cross-charged to the Sewer Fund.

Budget Summary

	FINANCE		
	Current FY	**Proposed**	**Change**
Personnel Expense	$553,700	$557,600	$3,900
Operating Expense	208,900	216,800	7,900
TOTAL	762,600	774,400	11,800

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5130-FINANCE DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	290,647	360,400	365,500	1.5%	5,100
14	OVERTIME	515	400	2,100	0.0%	1,700
15	SPECIAL PAY	650	0	0	0.0%	0
21	FICA	21,446	27,600	28,100	0.1%	500
22	RETIREMENT	64,931	74,300	75,200	0.3%	900
23	LIFE/HEALTH INSURANCE	86,042	83,300	79,000	0.3%	(4,300)
24	WORKER'S COMP.	6,262	7,700	7,700	0.0%	0
	TOTAL PERSONAL SERVICES	470,493	553,700	557,600	2.3%	3,900
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	1,650	134,200	134,300	0.6%	100
32	ACCOUNT/AUDIT SERVICES	32,800	29,600	32,100	0.1%	2,500
35	TRAINING	1,972	5,200	5,500	0.0%	300
40	VEHICLE EXPENSE/TRAVEL	2,285	4,700	8,700	0.0%	4,000
41	COMMUNICATIONS	1,212	2,200	2,400	0.0%	200
44	RENT AND LEASE	2,775	2,400	2,800	0.0%	400
45	GENERAL INSURANCE	8,835	8,500	7,800	0.0%	(700)
46	REPAIRS/MAINTENANCE	0	900	1,100	0.0%	200
47	PRINTING	1,091	1,000	1,800	0.0%	800
49	OTHER CHARGES	7,767	8,000	8,700	0.0%	700
51	OFFICE SUPPLIES	2,942	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	3,459	4,700	4,200	0.0%	(500)
54	BOOKS/MEMBERSHIPS	2,079	2,500	2,400	0.0%	(100)
	TOTAL OPERATING EXPENSES	68,868	208,900	216,800	0.9%	7,900
	GRAND TOTAL	539,361	762,600	774,400	3.2%	11,800

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5130-FINANCE DEPARTMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**557,600**
10120	REGULAR SALARY		365,500	
	FINANCE DIRECTOR			
	ACCOUNTING CLERK SUPERVISOR			
	ACCOUNTING CLERK I, II, III			
10140	OVERTIME		2,100	
10210	FICA		28,100	
10220	RETIREMENT		75,200	
10230	HEALTH		75,300	
10231	LIFE/VISION/DENTAL/ADD		3,700	
10240	WORKER'S COMP.		7,700	
30	**OPERATING EXPENSES**			**216,800**
30310	PROFESSIONAL SERVICES		134,300	
	OPEB ACTUARY	4,300		
	RESILIENCY STUDY	130,000		
30320	ACCOUNT/AUDIT SERVICES		32,100	
	ANNUAL AUDIT/CAFR	27,600		
	SINGLE AUDIT (Fed &State)	4,500		
30350	TRAINING		5,500	
	Annual FICPA Conference	700		
	FGFOA Conference (3)	1,600		
	FGFOA School of Government (2)	1,700		
	FGFOA Boot Camp	500		
	Misc. Training	1,000		
30403	TRAVEL		8,700	
	EOC-Emergency Management	100		
	FGFOA Conference (3)	4,800		
	FGFOA School of Government (2)	3,400		
	FICPA	300		
	Quarterly VF FGFOA Meetings (5)	100		
30411	TELEPHONE	1,200	1,200	
30412	POSTAGE	1,200	1,200	
30440	RENTAL/LEASE		2,800	
	CROWN SHREDDING	400		
	PITNEY-BOWES/POSTAGE METER	2,000		
	SHREDDING	400		
30450	GENERAL INSURANCE	7,771	7,800	
30460	REPAIRS/MAINTENANCE		1,100	
	COPIER	300		
	FOLDER	500		
	SHREDDER	300		
30470	PRINTING		1,800	
	ANNUAL BUDGET	200		
	CHECKS, ENVELOPES, MISC	1,000		
	COPIER	600		
30490	OTHER CHARGES		8,700	
	BANK, ACH FEES	7,200		
	MISC.	1,500		
30510	OFFICE SUPPLIES		5,000	
	Citizens Academy	500		
	MISC	800		
	PAPER	1,700		
	TONER/POSTAGE METER INK	2,000		

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5130-FINANCE DEPARTMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	
30520	OPERATING SUPPLIES		4,200	
	MISC	2,200		
	AMAZON MUSIC-LOBBY	180		
	POSTAGE FEES	150		
	UNIFORMS	1,300		
	WATER	400		
30540	PUBLICATIONS/MEMBERSHIPS		2,400	
	AICPA MEMBERSHIP	400		
	BUDGET/ACFR AWARD	500		
	CGFO	100		
	FGFOA & V/F FGFOA MEM. (5)	700		
	FICPA MEMBERSHIP	400		
	GFOA MEMBERSHIP (2)	300		
	TOTAL FINANCE DEPT.		**774,400**	**774,400**

THE CITY OF DAYTONA BEACH SHORES

LEGAL

Purpose

The Legal Department provides for the provision of legal service costs and related expenditures, including legal settlements and insurance deductibles.

Budget Summary

	LEGAL		
	Current FY	**Proposed**	**Change**
Personnel Expense			$0
Operating Expense	189,700	185,100	(4,600)
TOTAL	189,700	185,100	(4,600)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5140-LEGAL EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	114,000	122,400	125,300	0.5%	2,900
47	PRINTING/CITY ORD.	0	10,000	5,000	0.0%	(5,000)
49	OTHER CHARGES	25,515	57,300	54,800	0.2%	(2,500)
	TOTAL OPERATING EXPENSE	139,515	189,700	185,100	0.8%	(4,600)
	GRAND TOTAL	139,515	189,700	185,100	0.8%	(4,600)

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5140-LEGAL EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30	**OPERATING EXPENSES**			**185,100**
30313	MISC LEGAL FEES	122,400	125,300	
30470	PRINTING		5,000	
30490	OTHER CHARGES		54,800	
	ELECTIONS	2,500		
	LEGAL ADVERTISING	25,000		
	MISC	400		
	RECORDING FEES	1,500		
	SETTLEMNTS/DEDUCTIBLS	25,400		
	TOTAL LEGAL		**185,100**	**185,100**

THE CITY OF DAYTONA BEACH SHORES

PLANNING

Purpose

This Planning Department provides for master planning and development for and relating to the City. Included herein are expenditures for a full-time planner's position and for operations of the Planning and Zoning Board.

Staffing totals **1 FTE:**

City Planner

Budget Summary

	PLANNING		
	Current FY	**Proposed**	**Change**
Personnel Expense	$122,500	$128,300	$5,800
Operating Expense	25,500	22,300	(3,200)
TOTAL	148,000	150,600	2,600

CITY OF DATYONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	53,772	82,500	86,400	0.4%	3,900
14	OVERTIME	0	0	1,200	0.0%	1,200
15	SPECIAL	125	3,800	4,000	0.0%	200
21	FICA	3,994	6,600	7,000	0.0%	400
22	RETIREMENT	7,416	11,200	12,000	0.0%	800
23	LIFE/HEALTH INSURANCE	17,225	16,600	15,800	0.1%	(800)
24	WORKER'S COMP.	1,468	1,800	1,900	0.0%	100
	TOTAL PERSONAL SERVICES	84,000	122,500	128,300	0.5%	5,800
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	2,140	10,000	10,000	0.0%	0
35	TRAINING	495	5,100	4,400	0.0%	(700)
40	VEHICLE EXPENSE/TRAVEL	640	1,400	1,400	0.0%	0
41	COMMUNICATIONS	52	500	500	0.0%	0
45	INSURANCE	0	0	500	0.0%	500
47	PRINTING	500	500	500	0.0%	0
52	OPERATING SUPPLIES	400	500	500	0.0%	0
54	BOOKS/MEMBERSHIPS	1,103	1,500	1,500	0.0%	0
55	PLANNING BOARD	0	6,000	3,000	0.0%	(3,000)
	TOTAL OPERATING EXPENSES	5,330	25,500	22,300	0.1%	(3,200)
	GRAND TOTAL	89,330	148,000	150,600	0.6%	2,600

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5150-COMPREHENSIVE PLANNING EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**128,300**
10120	REGULAR SALARY		86,400	
	CITY PLANNER			
10140	OVERTIME		1,200	
10150	SPECIAL		4,000	
10210	FICA		7,000	
10220	RETIREMENT		12,000	
10230	HEALTH		15,100	
10231	LIFE/VISION/DENTAL/ADD		700	
10240	WORKER'S COMP		1,900	
30	**OPERATING EXPENSES**			**22,300**
30310	PROFESSIONAL SERVICES		10,000	
	ANNEX MAPPING/ GIS SRVS	7,000		
	ENGINEERING SERVICES	3,000		
30350	TRAINING		4,400	
	CONTINUING ED CLASSES	3,000		
	SEMINARS/ASSOCIATIONS, AICP	1,400		
30403	TRAVEL		1,400	
	SEMINARS/WORKSHOPS	1,400		
30412	POSTAGE	500	500	
30450	INSURANCE	500	500	
30470	PRINTING	500	500	
30520	OPERATING SUPPLIES		500	
	MISC SUPPLY	500		
30540	BOOKS,SUBSCRIP/MEMBER	1,500	1,500	
30550	PLANNING BOARD		3,000	
	HEARINGS/LEGAL EXPENSES	3,000		
	TOTAL COMPREHENSIVE PLANNING		**150,600**	**150,600**

THE CITY OF DAYTONA BEACH SHORES

INFORMATION TECHNOLOGY

Purpose

The Information Technology (IT) Department provides for costs associated with providing information technology to the city. Included herein are the hardware and software costs associated with administering the City's overall network infrastructure.

Staffing totals **2 FTEs:**

1-Information Technology Manager
1-Information Technology Analyst

Budget Summary

	INFORMATION TECHNOLOGY		
	Current FY	**Proposed**	**Change**
Personnel Expense	$284,500	$295,800	11,300
Operating Expense	380,100	600,200	220,100
TOTAL	664,600	896,000	231,400

CITY OF DATYONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5160-INFORMATION TECHNOLOGY

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	182,962	197,100	206,500	0.9%	9,400
14	OVERTIME	4,395	6,500	7,400	0.0%	900
21	FICA	14,163	15,600	16,400	0.1%	800
22	RETIREMENT	6,796	27,700	29,400	0.1%	1,700
23	LIFE/HEALTH INSURANCE	34,403	33,300	31,600	0.1%	(1,700)
24	WORKER'S COMP.	3,616	4,300	4,500	0.0%	200
	TOTAL PERSONAL SERVICES	246,333	284,500	295,800	1.2%	11,300
30	**OPERATING EXPENSES**					
40	VEHICLE EXPENSE/TRAVEL	604	4,800	3,400	0.0%	(1,400)
41	COMMUNICATIONS	40,480	25,000	39,900	0.2%	14,900
52	OPERATING SUPPLIES	262,721	350,000	556,600	2.3%	206,600
54	BOOKS/MEMBERSHIPS	0	300	300	0.0%	0
	TOTAL OPERATING EXPENSES	303,804	380,100	600,200	2.5%	220,100
60	**CAPITAL OUTLAY**					
65	SOFTWARE AS A SERVICE	(126,642)	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	(126,642)	0	0	0.0%	0
	GRAND TOTAL	423,496	664,600	896,000	3.7%	231,400

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5160-INFORMATION TECHNOLOGY

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**295,800**
10120	REGULAR SALARY		206,500	
	IT DIRECTOR			
	IT ANALYST			
10140	OVERTIME		7,400	
10210	FICA		16,400	
10220	RETIREMENT		29,400	
10230	HEALTH		30,100	
10231	LIFE/VISION/DENTAL/ADD		1,500	
10240	WORKER'S COMP		4,500	
30	**OPERATING EXPENSES**			**600,200**
30403	TRAVEL		3,400	
	TRAVEL	3,000		
	REGISTRATION FEES	400		
30411	TELEPHONE		39,900	
	SPECTRUM PS	15,000		
	SPECTRUM CH	9,200		
	STARLINK BACKUP-PS	800		
	STARLINK EOC Trailer	800		
	T-MOBILE BACKUP -CH	900		
	SPECTRUM-AZURE CONNECT	13,200		
30520	OPERATING SUPPLIES		5,000	
	MISC SUPPLY	5,000		
30521	SOFTWARE MAINTENANCE-CH		266,900	
	Budget/Financial Reporting	50,000		
	Activtrak	600		
	Adobe Licensing	2,800		
	Airtame Cloud Plus Annual Maint (IT Mgmt	500		
	Audio/Video Misc	3,000		
	Bluebeam Core-7 Seats (Comm Svcs)	2,100		
	Civic Accessibility Service (Website)	4,700		
	Civic Asset Management	8,000		
	Civic Clerk (Exec)	6,800		
	Civic Engage - City Web Site	13,000		
	Civic Gov (Comm Svcs)	28,300		
	Civic Rec (Comm Center)	4,700		
	Civic Annual Support & Maintenance	4,300		
	Civic See Click Fix	5,000		
	Epiphan Cloud Streaming Service	1,500		
	ESRI (ARCGIS) Licensing (Comm Svcs)	8,000		
	Guardian Tracking Contract	4,700		
	Just FOIA (Exec)	7,900		
	Lobby Tools (Leg)	6,800		
	Microsoft CoPilot Licensing	2,800		
	PACE	9,300		
	Social Media Archiving	7,600		
	Tyler Saas	82,000		
	Tyler Recruiting (Exec)	1,000		
	Tyler Payments	1,500		

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5160-INFORMATION TECHNOLOGY

30529	SOFTWARE MAINTENANCE-PS		137,100
	3SI Software (CID)	800	
	Adobe Licensing	2,700	
	Cellebrite Digital Forensics (CID)	16,000	
	Crossmatch Scanner Contract	1,200	
	Domain Management (IT Mgmt)	100	
	eAgent software	6,400	
	Finder software	6,600	
	Flock Software Upgrade (CID)	1,200	
	Flow MSP	2,400	
	Fuel Master Software (Fleet)	1,300	
	Genesis Gengeral Diagnostic Comp Sol(m	800	
	Handtevy (EMS Application)	3,500	
	Intelligent Video Solutions (CID Cams)	900	
	Leadsonline Software Annual Maint. (CID)	4,100	
	Live 911	6,900	
	ME-Manage Engine Bundle(IT Mgmt)	10,500	
	ME-Manage Engine Bundle(IT Mgmt)	10,700	
	ME-Mobile Device Management Software (	4,000	
	ME-Zoho Assist (IT Mgmt)	300	
	ME-Zoho Desk (QM Ticketing)	300	
	Microsoft CoPilot Licensing	2,800	
	Microsoft Server Licensing (IT Mgmt)	3,000	
	Power DMS FTO Software	3,700	
	Power DMS Software	8,500	
	Power DMS Software Training	2,300	
	Quartermaster Software	12,000	
	Rapid ID software support	1,600	
	Target Solutions Fire/EMS TNG Software	8,000	
	TLO Investigate Software (CID)	2,100	
	Uniqode Plus (Gym Entry)	1,400	
	VMWare (IT Mgmt)	11,000	
30523	SOFTWARE ADHOC		4,900
	0365 Backup Licenses	4,000	
	Easeus Partition Software (IT Mgmt)	400	
	Misc. Software	500	
30524	HARDWARE REPAIR & MAINTENANCE-CH		45,500
	Access Control readers and hardware	9,000	
	Access Control System Upgrades	8,000	
	Alarm System Upgrades	2,500	
	Computer Repair/Maintenance	1,000	
	Desktop Monitor upgrades	1,000	
	Desktop Replacements	16,000	
	Misc. AV/Video Equipment	1,500	
	Networking hardware R&R	1,500	
	Printer repairs/replacement	1,000	
	Server/storage Hardware R&R	1,000	
	Surveillance Repair and Maint	1,500	
	Tyler Timeclock Maintenance	1,500	
30525	HARDWARE REPAIR & REPLACEMENT-PS		38,000
	Access Control readers and hardware	5,000	
	Computer Repair/Maintenance	2,500	

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5160-INFORMATION TECHNOLOGY

	Desktop Monitor upgrades	1,000		
	Desktop Replacements	2,500		
	Fiber Testing and Repairs	5,000		
	Laptop Replacements/MTD's	12,000		
	Networking hardware R&R	1,500		
	New Cruiser (2) Equipment	3,500		
	Server/Storage Hardware R&R	1,000		
	Tech Consulting	4,000		
30526	SECURITY SOFTWARE		51,400	
	Antivirus, Crowdstrike	24,000		
	DUO	6,600		
	KnowBe4 Security training	6,800		
	Password Vault	4,000		
	Pen Test/vulnerability/Risk Assessment	10,000		
30527	HARDWARE MAINTENANCE/SUPPORT-CH		2,500	
	Cisco Firewall Maintenance	2,000		
	Tyler Timeclock Maintenance	500		
30528	HARDWARE MAINTENANCE/SUPPORT-PS		5,300	
	AMAG SSA Contract	2,300		
	Cisco Firewall Maintenance	3,000		
30540	BOOKS,SUBSCRIP/MEMBER		300	
	FLGISA MEMBERSHIP DUES	300		
	TOTAL INFORMATION TECHNOLOGY		**896,000**	**896,000**

THE CITY OF DAYTONA BEACH SHORES

OTHER GOVERNMENT SERVICES

Purpose

This department provides for costs associated with providing general governmental services, which are not specifically classified within other activity classifications. Included herein are the various City boards, e.g., Code Enforcement Board.

Budget Summary

	OTHER GOV'T SERVICES EXPENSE		
	Current FY	**Proposed**	**Change**
Personnel Expense			$0
Operating Expense	59,000	59,000	0
TOTAL	59,000	59,000	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5190-OTHER GOVERNMENT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
30	**OPERATING EXPENSES**					
553	CODE ENFORCEMENT MAGISTRATE	3,453	6,000	6,000	0.0%	0
556	CITY BEAUTIFICATION GRANT	33,796	53,000	53,000	0.2%	0
	TOTAL OPERATING EXPENSES	37,248	59,000	59,000	0.2%	0
	GRAND TOTAL	37,248	59,000	59,000	0.2%	0

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5190-OTHER GOVERNMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30	**OPERATING EXPENSES**			59,000
30553	CODE ENFORCEMENT BOARD		6,000	
30556	CITY BEAUTIFICATION GRANT		53,000	
	Beautification Grants	3,000		
	FPL UTILITY BOX COVER PROGRAM	50,000		
	OTHER GOVERNMENT TOTAL		**59,000**	**59,000**

THE CITY OF DAYTONA BEACH SHORES

PUBLIC SAFETY

Purpose

The Public Safety Department is responsible for general police administration including patrol and traffic functions, enforcement of City ordinances along with state and federal laws, investigation of crime, enhancement of community relations, and crime prevention activities. In addition, this department is responsible for fire prevention, fire suppression, emergency medical treatment including basic and advanced life-support services with paramedics and emergency medical technicians, public education, and arson investigations within the City. The city's fleet department resides under the administration of Public Safety.

Staffing

Staffing totals 52.39 FTE:

SWORN
- 1 - Director
- 3 - Lieutenants
- 2 - Detectives
- 25 - PS Officers
- 5 - Sergeants

- 2 - Auto Mechanics
- 5 - Clerical
- 1 – Life Coach/Trainer
- 7.5 - Reserves/OT (FTE)

For this budget presentation, the Public Safety Department is organizationally aligned as shown below:

- 6 - Administration
- 36 - Public Safety, CID, & Rescue
- 2 - Vehicle Maintenance Division

Budget Summary

PUBLIC SAFETY

	Current FY	Proposed	Change
Personnel Expense	$6,062,100	$6,389,300	$327,200
Operating Expense	1,395,100	1,406,400	11,300
Leases	10,800	1,286,500	1,275,700
TOTAL	7,468,000	9,082,200	1,614,200

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
PUBLIC SAFETY SUMMARY

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	2,746,849	3,436,500	3,604,700	14.8%	168,200
13	OTHER SALARY	133	0	0	0.0%	0
14	OVERTIME	486,172	390,500	470,100	1.9%	79,600
15	SPECIAL PAY	5,675	24,900	30,100	0.1%	5,200
21	FICA	242,530	280,100	296,000	1.2%	15,900
22	RETIREMENT	927,075	1,114,500	1,206,700	5.0%	92,200
23	LIFE/HEALTH INSURANCE	739,933	733,000	695,700	2.9%	(37,300)
24	WORKER'S COMP.	71,072	82,600	86,000	0.4%	3,400
	TOTAL PERSONAL SERVICES	5,219,440	6,062,100	6,389,300	26.3%	327,200
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	12,841	15,000	20,000	0.1%	5,000
34	CONTRACTUAL SERVICES	9,259	23,600	19,300	0.1%	(4,300)
35	TRAINING	69,880	119,500	111,600	0.5%	(7,900)
40	VEHICLE EXPENSE/TRAVEL	149,009	219,100	236,800	1.0%	17,700
41	COMMUNICATIONS	56,986	68,800	57,100	0.2%	(11,700)
43	UTILITIES	107,504	92,300	100,100	0.4%	7,800
44	RENT AND LEASE	20,047	22,600	23,500	0.1%	900
45	GENERAL INSURANCE	207,538	178,500	183,200	0.8%	4,700
46	REPAIRS/MAINTENANCE	34,129	69,600	82,600	0.3%	13,000
47	PRINTING	3,170	3,500	3,500	0.0%	0
49	OTHER CHARGES	7,911	19,500	20,000	0.1%	500
51	OFFICE SUPPLIES	10,256	11,400	11,400	0.0%	0
52	OPERATING SUPPLIES	308,856	538,100	521,100	2.1%	(17,000)
54	BOOKS/MEMBERSHIPS	7,962	13,600	16,200	0.1%	2,600
	TOTAL OPERATING EXPENSES	1,005,347	1,395,100	1,406,400	5.8%	11,300
60	**CAPITAL OUTLAY**					
645	LEASES	0	10,800	1,286,500	5.3%	1,275,700
	TOTAL CAPITAL OUTLAY	0	10,800	1,286,500	5.3%	1,275,700
	GRAND TOTAL	6,224,787	7,468,000	9,082,200	37.4%	1,614,200

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5210-PUBLIC SAFETY ADMIN. EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	532,718	837,500	861,900	3.5%	24,400
14	OVERTIME	(130)	4,600	11,000	0.0%	6,400
15	SPECIAL PAY	1,425	11,900	16,500	0.1%	4,600
21	FICA	39,148	65,300	68,000	0.3%	2,700
22	RETIREMENT	142,367	220,600	220,200	0.9%	(400)
23	LIFE/HEALTH INSURANCE	137,658	166,500	158,100	0.7%	(8,400)
24	WORKER'S COMP.	12,426	18,300	18,600	0.1%	300
	TOTAL PERSONAL SERVICES	865,612	1,324,700	1,354,300	5.6%	29,600
30	**OPERATING EXPENSES**					
35	TRAINING	4,409	9,000	13,500	0.1%	4,500
40	VEHICLE EXPENSE/TRAVEL	15,856	52,300	52,300	0.2%	0
41	COMMUNICATIONS	37,557	48,900	30,800	0.1%	(18,100)
43	UTILITY SERVICES	107,504	92,300	100,100	0.4%	7,800
44	RENT AND LEASE	389	2,800	2,800	0.0%	0
45	GENERAL INSURANCE	128,329	108,200	118,400	0.5%	10,200
46	REPAIRS/MAINTENANCE	239	1,500	10,700	0.0%	9,200
47	PRINTING	650	1,500	1,500	0.0%	0
49	OTHER CHARGES	7,911	19,500	20,000	0.1%	500
51	OFFICE SUPPLIES	6,860	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	13,561	24,500	36,500	0.2%	12,000
54	BOOKS/MEMBERSHIPS	5,112	8,600	10,900	0.0%	2,300
	TOTAL OPERATING EXPENSES	328,376	375,500	403,900	1.7%	28,400
	GRAND TOTAL	1,193,989	1,700,200	1,758,200	7.2%	58,000

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5210-PUBLIC SAFETY ADMIN. EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**1,354,300**
10120	REGULAR SALARY		861,900	
	PUBLIC SAFETY DIRECTOR			
	ADMIN. ASST			
	RECORDS CLERK			
	LIEUTENANT(S)			
	CRIME ANALYST			
	ACCREDITATION/FIRE SUPT.			
	HEALTH & WELLNESS INSTRUCTOR			
10140	OVERTIME		11,000	
10150	SPECIAL PAY		16,500	
10210	FICA		68,000	
10220	RETIREMENT		220,200	
10230	HEALTH		150,700	
10231	LIFE/VISION/DENTAL/ADD		7,400	
10240	WORKER'S COMP.		18,600	
30	**OPERATING EXPENSES**			**403,900**
30350	TRAINING		13,500	
	ACCREDITATION CONFERENCES	1,000		
	CAREER DEVELOPMENT	800		
	CEU/MISC TRAINING & BOOKS	700		
	CID TRAINING	800		
	FIRE MARSHALL CONFERENCES	1,000		
	IACP CONFERENCE	500		
	MISC TRAINING	500		
	MISC TRAINING BOOKS	800		
	NFPA TRAINING	3,500		
	POLICE CHIEFS CONF	1,900		
	PROPERTY/EVIDENCE TRAINING	2,000		
30401	GAS/OIL	24,900	24,900	
30402	REPAIRS		13,200	
	BATTERIES, TIRES, OIL CHANGES	1,000		
	LIGHTS, SIREN-1 VEHICLE	7,000		
	MISCELLANEOUS REPAIRS	4,200		
	REPLACMENT BRAKES	400		
	TUNEUPS	600		
30403	TRAVEL		14,200	
	ACCREDITATION CONFERENCES	3,000		
	CID CONFERENCES	800		
	FIRE MARSHALL CONF	1,000		
	FLORIDA POLICE CHIEF'S CONFS	2,500		
	IACP CONFERENCE	1,200		
	MISC. SEMINARS/CONFER	4,500		
	WITNESS INTERVIEWS/SUSPECTS	1,200		
30411	TELEPHONE		29,100	
	PHONES/FAX/CABLE	24,600		
	T-MOBILE WIRELESS PHONES	4,500		
30412	POSTAGE	1,700	1,700	
30431	ELECTRIC	88,500	88,500	
30432	WATER		9,500	
	DAYTONA BEACH	3,500		
	PORT ORANGE	6,000		
30434	SEWER	2,100	2,100	
30440	LEASES		2,800	
	COPIER	900		
	MISC. VEH. RENTALS	1,900		
30450	GENERAL INSURANCE	118,392	118,400	
30460	REPAIRS/MAINTENANCE		10,700	
	LOBBY ACOUSTIC DELIVER SYSTEM	200		
	MISCELLANEOUS	1,000		
	COPIER-RECORDS & JAIL	9,500		
30470	PRINTING	1,500	1,500	

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5210-PUBLIC SAFETY ADMIN. EXPENSE

30490	OTHER CHARGES		20,000	
	AWARDS CEREMONY	4,000		
	COMMUNITY OUTREACH	3,500		
	DRUG BUYS/INFORMANT.	5,000		
	RECRUITING	2,500		
	RETIREMENT	2,000		
	TOUR DE FORCE	3,000		
30510	OFFICE SUPPLIES	6,400	6,400	
30520	OPERATING SUPPLIES		36,500	
	CULLIGAN WATER COOLER	1,000		
	CLOTHING ALLOWS.	5,500		
	EVIDENCE SUPPLS/PROC	6,000		
	MISC. OPERATING/CLEANING	2,500		
	OFFICE CHAIRS/FOLDING CHAIRS	3,500		
	REPLACEMENT TABLES/CHAIRS-TRAINING ROOM	12,000		
	UNIFORMS & CLEANING	6,000		
30540	BOOKS/MEMBERSHIP		10,900	
	Assorted Memberships and Subscriptions	1,000		
	Code Books & Updates	3,000		
	FBI Academy Assoc.	130		
	FBI LEEDA	50		
	FLA PAC	800		
	Florida Fire Marshall Assoc.	100		
	Florida FIRE Chiefs Assoc.	500		
	Florida Police Chiefs Assoc.	500		
	IAPE	130		
	International Assoc. of Fire Chiefs	400		
	International Police Chief's Assoc.	220		
	National Directory	200		
	NFPA Subscription Service/Membership	3,200		
	ROCIC	300		
	Volusia County Fire Chief Assoc	150		
	Volusia/FLAGLER County Police Chief's	200		
	TOTAL P.S. ADMIN.		**1,758,200**	**1,758,200**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5211-PUBLIC SAFETY PATROL EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	FY2024-25 BUDGET	FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	2,143,757	2,489,200	2,640,100	10.9%	150,900
13	OTHER SALARY	133	0	0	0.0%	0
14	OVERTIME	486,301	383,100	456,500	1.9%	73,400
15	SPECIAL PAY	4,000	13,000	13,600	0.1%	600
21	FICA	198,091	206,200	219,900	0.9%	13,700
22	RETIREMENT	774,945	878,600	972,000	4.0%	93,400
23	LIFE/HEALTH INSURANCE	567,835	533,200	506,000	2.1%	(27,200)
24	WORKER'S COMP.	56,591	61,900	65,200	0.3%	3,300
	TOTAL PERSONAL SERVICES	4,231,653	4,565,200	4,873,300	20.1%	308,100
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	12,841	15,000	20,000	0.1%	5,000
34	CONTRACTUAL SERVICES	8,672	22,100	17,800	0.1%	(4,300)
35	TRAINING	65,351	109,500	97,100	0.4%	(12,400)
40	VEHICLE EXPENSE/TRAVEL	130,824	164,100	181,800	0.7%	17,700
41	COMMUNICATIONS	19,429	19,900	26,300	0.1%	6,400
44	RENT AND LEASE	19,658	19,800	20,700	0.1%	900
45	GENERAL INSURANCE	75,061	66,300	61,100	0.3%	(5,200)
46	REPAIRS/MAINTENANCE	29,843	60,000	63,700	0.3%	3,700
47	PRINTING	2,520	2,000	2,000	0.0%	0
51	OFFICE SUPPLIES	3,396	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	289,770	491,800	464,500	1.9%	(27,300)
54	BOOKS/MEMBERSHIPS	2,850	5,000	5,300	0.0%	300
	TOTAL OPERATING EXPENSES	660,215	980,500	965,300	4.0%	(15,200)
60	**CAPITAL OUTLAY**					
645	LEASES	0	10,800	1,286,500	5.3%	1,275,700
	TOTAL CAPITAL OUTLAY	0	10,800	1,286,500	5.3%	1,275,700
	GRAND TOTAL	4,891,868	5,556,500	7,125,100	29.3%	1,568,600

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY PATROL

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**4,873,300**
10120	REGULAR SALARY		2,640,100	
	SERGEANTS			
	DETECTIVES			
	OFFICERS/RESCUE			
10140	OVERTIME		456,500	
10150	SPECIAL PAY		13,600	
10210	FICA		219,900	
10220	RETIREMENT		972,000	
10230	HEALTH		482,200	
10231	LIFE/VISION/DENTAL/ADD/CANCER		23,800	
10240	WORKER'S COMP.		65,200	
30	**OPERATING EXPENSES**			**965,300**
30310	PROFESSIONAL SERVICES		20,000	
	DRUG SCREENINGS-NEW HIRE (10)	*1,000*		
	HEPATITIS B VAC.	*2,000*		
	MISC	*1,000*		
	MISC DRUG SCREENS	*1,000*		
	PHYS/EKG/PSYCH EXAMS	*4,000*		
	PSYCHOLOGICAL EXAMINATIONS	*6,000*		
	RABIES VACCINATIONS	*5,000*		
30340	CONTRACT SERVICES		17,800	
	CERTIFICATE RENEWALS	*1,700*		
	COPIER	*600*		
	OUTSIDE CONTRACT SERVICES	*12,500*		
	SOUTHEAST HUMANE SOCIETY	*3,000*		
30350	TRAINING		95,600	
	Career Development Courses	*2,000*		
	CID Training & Conferences	*9,000*		
	Defensive Tactics Instructor	*3,000*		
	EDGEWATER RANGE	*1,000*		
	Educational Reimbursement	*13,000*		
	EVOC/PumpOps/Company Officer training	*3,000*		
	Fire Inspector CEU	*3,000*		
	Firearms Instructor Training	*3,000*		
	Firearms Training/Training Ammo	*15,000*		
	IA Conference	*1,000*		
	JIUJITSU TRAINING	*12,000*		
	Less lethal training/TRAINING AMMO	*1,000*		
	Misc. Training Expenses	*19,000*		
	Motors Training	*1,000*		
	Paramedic and EMT Re-Certification	*1,100*		
	Police & Fire Related Courses, Books, Seminars	*1,000*		
	SIMUNITIONS AMMUNITION	*2,000*		
	Tactical Team training	*4,000*		
	TRT Rope Rescue	*1,500*		
30351	PSO FIRE TRAINING	*1,500*	1,500	
30401	GAS/OIL	*65,100*	65,100	
30402	REPAIRS		99,200	
	CALIBRATIONS-RADAR/SPEEDOMETER (2X)	*4,000*		
	CONTRACT CAR WASH	*12,000*		
	CONTROL SYSTEM	*1,500*		
	GEN.REPAIR/MAINT	*65,000*		
	MOTORCYCLE EQUIP	*3,000*		
	VEHICLE CAGES/CONTROL VEHICLES (2)	*11,700*		
	WHELEN LIGHT & SIREN PACKAGE	*2,000*		
30403	TRAVEL		17,500	
	CID- Travel to Seminars, Court and Conferences	*9,000*		
	Fire Marshal - Travel to Conferences	*3,500*		
	Patrol -Travel to Seminars, Court and Conferences	*5,000*		
30411	TELEPHONE		26,300	
	T-MOBILE	*26,300*		

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (CON'T)
5211-PUBLIC SAFETY PATROL

30440	LEASES		20,700
	D.B. HYDRANTS	*8,000*	
	P.O. HYDRANTS	*12,300*	
	AIR GAS CYLINDER LEASE	*400*	
30450	GENERAL INSURANCE	*61,101*	61,100
30460	REPAIRS/MAINTENANCE		63,700
	02 System Maintenanc/hydro tests	*5,000*	
	Bio Hazard Disposal	*2,000*	
	Bunker Gear cleaning	*1,000*	
	Fire Extinguisher service	*400*	
	HYDRO TEST SCBA BOTTLES	*2,000*	
	Ladder repair & labels	*1,000*	
	Maintenance Contract for Radios	*5,000*	
	Mako Compressor Maintenance & Repairs	*4,000*	
	Medical Equipment	*800*	
	Meth lab cleanup	*6,000*	
	Misc. Services/Repairs	*2,300*	
	MOVAVI VIDEO EDITOR CID	*100*	
	MSA Annual flow tests/repairs	*3,000*	
	Pump, Ladder & Hose Testing	*6,000*	
	Radio and Light Bars not included in Maintenance Cor	*1,000*	
	Radio Profile Update 45 RADIOS	*12,000*	
	Recertify intox simulators	*3,500*	
	TNT/Edraulic/strong arm servicing	*2,000*	
	Weapon maintenance & replacement parts	*2,600*	
	Zoll Tech Support 2 life paks	*4,000*	
30470	PRINTING		2,000
	REPORTS/FORMS/ETC...	*2,000*	
30510	OFFICE SUPPLIES	*5,000*	5,000
30520	OPERATING SUPPLIES		464,500
	2 Replacement chairs	*1,000*	
	AED REPLACEMENT PADS/BATTERIES	*2,000*	
	ANIMAL SERVICES EQUIPMENT/SUPPLIES	*2,000*	
	Badges	*1,500*	
	Ballistic Shields 2 @$3000 each	*11,000*	
	Ballistic Vests 9 @$1244 each	*11,200*	
	Bunker gear 10 sets @ $6000 Each	*60,000*	
	CHARGE/SHELF FARADAY TABLET BAGS (2)	*800*	
	CID duty gear & equipment	*2,000*	
	CULLIGAN WATER	*3,300*	
	Decon Equipment	*1,000*	
	Dehumidifier	*400*	
	DNA TESTING	*7,500*	
	Drug Test Kits	*1,500*	
	Duty Ammo	*10,000*	
	Duty gear	*4,500*	
	Evidence/crime scene supplies/equipment	*6,000*	
	Fire Extinguishers	*2,500*	
	Fire gloves/hoods/helmets/boots/misc accessories	*20,000*	
	Fire Inspector Tools & equipment	*2,000*	
	Hearing & Eye Protection	*300*	
	Honor Guard uniforms & equipment	*5,000*	
	I-GEL AIRWAYS	*3,000*	
	Load Bearing outer carriers 25 @ 325. each	*8,100*	
	Medical Supplies	*60,000*	

FISCAL YEAR 2025-206 BUDGET
DEPARTMENTAL BUDGET DETAIL (CON'T)
5211-PUBLIC SAFETY PATROL

	Miscellaneous Equipment	*28,000*		
	Miscellaneous Supplies & Tools	*3,500*		
	MISSION DARKNESS BLOCKER LOCKER 7	*5,000*		
	MISSION DARKNESS BLOCKER LOCKER STAND	*1,800*		
	Mobile Radios 5	*39,000*		
	Oxygen Fill Station	*400*		
	Portable Hose Racks	*3,000*		
	Portable Radios 5 @ $7000. ea.	*35,000*		
	Radios/Antennas/Batteries/microphones/Chargers	*3,500*		
	Rescue & Utility Rope	*1,000*		
	Signage	*2,500*		
	Stalker Radar units 5	*12,200*		
	SUPPRESSORS (12)	*11,000*		
	Tactical Equipment	*20,000*		
	Tools, Hose & Foam	*25,000*		
	TRT Rope Rescue	*1,000*		
	Uniforms & Cleaning/Motor gear	*46,000*		
30540	BOOKS/MEMBERSHIP		5,300	
	50 Florida Law Enforcement Handbooks @ $57.00 ea	*2,900*		
	Florida State Statutes	*700*		
	IAFCI Certification	*450*		
	IAFCI Membership	*100*		
	Misc Publications/Memberships	*900*		
	SWAT membership	*250*		
60	**CAPITAL OUTLAY**			**1,286,500**
60645	LEASES		1,286,500	
	AXON-new contract	*1,286,500*		
	TOTAL P.S. PATROL DEPARTMENT		**7,125,100**	**7,125,100**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	70,374	109,800	102,700	0.4%	(7,100)
14	OVERTIME	0	2,800	2,600	0.0%	(200)
15	SPECIAL PAY	250	0	0	0.0%	0
21	FICA	5,291	8,600	8,100	0.0%	(500)
22	RETIREMENT	9,764	15,300	14,500	0.1%	(800)
23	LIFE/HEALTH INSURANCE	34,441	33,300	31,600	0.1%	(1,700)
24	WORKER'S COMP.	2,055	2,400	2,200	0.0%	(200)
	TOTAL PERSONAL SERVICES	122,174	172,200	161,700	0.7%	(10,500)
30	**OPERATING EXPENSES**					
34	CONTRACTUAL SERVICES	587	1,500	1,500	0.0%	0
35	TRAINING	120	1,000	1,000	0.0%	0
40	VEH EXP/TRAVEL	2,329	2,700	2,700	0.0%	0
45	GENERAL INSURANCE	4,148	4,000	3,700	0.0%	(300)
46	REPAIRS/MAINT.	4,047	8,100	8,200	0.0%	100
52	OPERATING SUPPLIES	5,525	21,800	20,100	0.1%	(1,700)
	TOTAL OPERATING EXPENSES	16,756	39,100	37,200	0.2%	(1,900)
	GRAND TOTAL	138,930	211,300	198,900	0.8%	(12,400)

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**161,700**
10120	REGULAR SALARY		102,700	
	MECHANICS (2)			
10130	OTHER SALARY			
10140	OVERTIME		2,600	
10210	FICA		8,100	
10220	RETIREMENT		14,500	
10230	HEALTH		30,100	
10231	LIFE/VISION/DENTAL/ADD		1,500	
10240	WORKER'S COMP.		2,200	
30	**OPERATING EXPENSES**			**37,200**
30340	CONTRACT SERVICES		1,500	
	UNIFORM RENTAL	1,500		
30350	TRAINING	1,000	1,000	
30401	GAS/OIL	1,000	1,000	
30402	REPAIRS	500	500	
30403	TRAVEL	1,200	1,200	
30450	GENERAL INSURANCE	3,700	3,700	
30460	REPAIRS/MAINTENANCE		8,200	
	GENERAL MAINTENANCE	2,000		
	MISCELLANEOUS REPAIRS	1,400		
	OIL/FILTER DISPOSAL	300		
	TIRE DISPOSAL	500		
	TIRE MACHINE REPAIRS	4,000		
30520	OPERATING SUPPLIES		20,100	
	AIR HOSE WITH REELS	500		
	AUTOMATIVE SCANNER	4,700		
	DISPOSE OF HAZ. WASTE	1,200		
	HAND TOOL	2,600		
	MISC TOOLS/EQUIP./SOFTWR	3,700		
	ROLLING WORK TABLE	400		
	SHELVING	2,500		
	SHOP CHEMICALS/SUPPLIES	1,500		
	TOOL CHEST	3,000		
	TOTAL AUTOMOBILE MAINT. DEPT.		**198,900**	**198,900**

THE CITY OF DAYTONA BEACH SHORES

BUILDING AND CODES

Purpose

The Building and Codes Department is responsible for providing public safety inspection services relevant to the issuance of licenses, permits and certificates, and for managing the City's code enforcement program.

Staffing

Staffing totals 5 FTE:

2 - Building Inspectors
2 - Permit Clerk
1 - Code Enforcement Coordinator

Budget Summary

	BUILDING & CODES		
	Current FY	**Proposed**	**Change**
Personnel Expense	$530,400	$582,800	$52,400
Operating Expense	227,300	67,100	(160,200)
TOTAL	757,700	649,900	(107,800)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5240-BUILDING AND CODES EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	309,068	354,000	392,300	1.6%	38,300
14	OVERTIME	708	3,200	7,900	0.0%	4,700
15	SPECIAL PAY	950	5,900	8,800	0.0%	2,900
21	FICA	22,678	27,800	31,300	0.1%	3,500
22	RETIREMENT	39,223	48,500	54,900	0.2%	6,400
23	LIFE/HEALTH INSURANCE	86,019	83,300	79,000	0.3%	(4,300)
24	WORKER'S COMP.	7,534	7,700	8,600	0.0%	900
	TOTAL PERSONAL SERVICES	466,179	530,400	582,800	2.4%	52,400
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	7,655	2,300	2,300	0.0%	0
34	CONTRACT SERVICES	158,368	177,000	25,000	0.1%	(152,000)
35	TRAINING	1,347	8,000	8,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	3,510	17,000	14,000	0.1%	(3,000)
41	COMMUNICATIONS	1,486	4,600	4,400	0.0%	(200)
46	REPAIRS/MAINTENANCE	5,144	2,400	2,400	0.0%	0
47	PRINTING	141	500	500	0.0%	0
51	OFFICE SUPPLIES	2,052	3,000	3,000	0.0%	0
52	OPERATING SUPPLIES	7,164	9,200	4,200	0.0%	(5,000)
54	BOOKS/MEMBERSHIPS	530	3,300	3,300	0.0%	0
	TOTAL OPERATING EXPENSES	187,396	227,300	67,100	0.3%	(160,200)
	GRAND TOTAL	653,575	757,700	649,900	2.7%	(107,800)

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5240-BUILDING AND CODES EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**582,800**
10120	REGULAR SALARY		392,300	
	CHIEF BLDG. OFFICIAL			
	INSPECTOR/PLANS EXAMINER			
	CODE ENFORCE OFFICIAL			
	PERMIT TECHNICIAN (2)			
10140	OVERTIME		7,900	
10150	SPECIAL PAY		8,800	
10210	FICA		31,300	
10220	RETIREMENT		54,900	
10230	HEALTH		75,300	
10231	LIFE/VISION/DENTAL/ADD		3,700	
10240	WORKER'S COMP.		8,600	
30	**OPERATING EXPENSES**			**67,100**
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30340	CONTRACT SERVICES		25,000	
	BUILDING INSPECTION/PLAN REVIEW	25,000		
30350	TRAINING		8,000	
	CONFERENCES	2,600		
	CONT. ED CLASSES	800		
	PROFESSIONAL SEMINAR	4,600		
30401	GAS/OIL	7,000	7,000	
30402	VEHICLE REPAIRS	3,300	3,300	
30403	TRAVEL		3,700	
	CONFERENCE/WORKSHOPS	3,700		
30411	TELEPHONE	2,400	2,400	
30412	POSTAGE	2,000	2,000	
30460	REPAIRS/MAINTENANCE		2,400	
	MISC REPAIRS	900		
	COPIER MAINT.	1,500		
30470	PRINTING		500	
	PRINTING/BINDING	500		
30510	OFFICE SUPPLIES		3,000	
	MISC. SUPPLIES	3,000		
30520	OPERATING SUPPLIES		4,200	
	CITY SHIRTS	1,000		
	INSPECTOR PHONE	1,700		
	MISC. SUPPLIES	1,000		
	TOOLS	500		
30540	BOOKS/MEMBERSHIP		3,300	
	INTERNATIONAL CODE BOOKS	800		
	MISC MEMBERSHIPS, BOOKS	2,500		
	TOTAL BUILDING DEPT. EXPENSE		**649,900**	**649,900**

THE CITY OF DAYTONA BEACH SHORES

PUBLIC WORKS DEPARTMENT

Purpose

The Public Works Department is responsible for maintaining and repairing the City's real property, along with providing special event and ancillary services. The Community Services Director position is in this account which also has supervisory authority over the Planning and Building and Codes Department. Some services and staff are cross-charged to the Sewer fund.

Staffing

Staffing totals 12 FTE:

1 – Community Services Director
1 – Deputy of Public Works
1 – Administrative Assistant
1 – Maintenance Supervisor
1 - Electrician
1- Electrician Assistant
4 - Maintenance Workers
2 - Building Maintenance Workers

The Public Works Department is organizationally aligned as shown below:

Facilities Division:
3 - Administration
4 - Building Maintenance
5 - Streets

Budget Summary

PUBLIC WORKS

	Current FY	Proposed	Change
Personnel Expense	$1,415,600	$1,181,300	($234,300)
Operating Expense	814,956	965,200	150,244
TOTAL	2,230,556	2,146,500	(84,056)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
PUBLIC WORKS EXPENSE SUMMARY

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	644,724	896,700	751,100	3.1%	(145,600)
14	OVERTIME	4,908	10,700	19,700	0.1%	9,000
15	SPECIAL PAY	2,250	0	11,000	0.0%	11,000
21	FICA	50,134	70,200	59,700	0.2%	(10,500)
22	RETIREMENT	116,508	151,400	133,700	0.6%	(17,700)
23	LIFE/HEALTH INSURANCE	224,474	267,200	189,800	0.8%	(77,400)
24	WORKER'S COMP.	14,285	19,400	16,300	0.1%	(3,100)
	TOTAL PERSONAL SERVICES	1,057,283	1,415,600	1,181,300	4.9%	(234,300)
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	0	100	150,100	0.6%	150,000
34	CONTRACTUAL SERVICES	36,344	69,800	65,300	0.3%	(4,500)
35	TRAINING	5,926	17,500	10,300	0.0%	(7,200)
40	VEHICLE EXPENSE/TRAVEL	28,741	29,400	35,200	0.1%	5,800
41	COMMUNICATIONS	4,046	6,100	10,700	0.0%	4,600
43	UTILITY SERVICES	75,330	79,700	85,900	0.4%	6,200
44	RENT AND LEASE	24,105	32,500	34,500	0.1%	2,000
45	GENERAL INSURANCE	52,518	52,900	46,000	0.2%	(6,900)
46	REPAIRS/MAINTENANCE	271,624	432,400	429,000	1.8%	(3,400)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	2,800	2,800	0.0%	0
51	OFFICE SUPPLIES	1,686	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	52,376	88,556	92,200	0.4%	3,644
54	BOOKS/MEMBERSHIPS	373	700	700	0.0%	0
	TOTAL OPERATING EXPENSES	553,069	814,956	965,200	4.0%	150,244
	GRAND TOTAL	1,610,353	2,230,556	2,146,500	8.8%	(84,056)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	287,806	300,100	306,900	1.3%	6,800
14	OVERTIME	238	0	2,900	0.0%	2,900
15	SPECIAL PAY	625	0	11,000	0.0%	11,000
21	FICA	21,872	23,800	24,500	0.1%	700
22	RETIREMENT	64,285	69,000	70,400	0.3%	1,400
23	LIFE/HEALTH INSURANCE	51,674	50,000	47,400	0.2%	(2,600)
24	WORKER'S COMP.	5,675	6,700	6,700	0.0%	0
	TOTAL PERSONAL SERVICES	432,177	449,600	469,800	1.9%	20,200
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
35	TRAINING	747	3,200	1,000	0.0%	(2,200)
40	VEHICLE EXPENSE/TRAVEL	1,563	6,900	5,700	0.0%	(1,200)
41	COMMUNICATIONS	4,046	6,100	10,700	0.0%	4,600
45	GENERAL INSURANCE	52,518	52,900	46,000	0.2%	(6,900)
46	REPAIRS/MAINTENANCE	2,638	2,100	1,600	0.0%	(500)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	2,800	2,800	0.0%	0
51	OFFICE SUPPLIES	1,686	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	1,253	4,100	2,100	0.0%	(2,000)
54	BOOKS/MEMBERSHIPS	373	700	700	0.0%	0
	TOTAL OPERATING EXPENSES	64,824	81,400	73,200	0.3%	(8,200)
	GRAND TOTAL	497,001	531,000	543,000	2.2%	12,000

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5410-PUBLIC WORKS ADMINISTRATION EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**469,800**
10120	REGULAR SALARY		306,900	
	DIRECTOR OF COMMUNITY SERVICES			
	DEPUTY DIRECTOR OF PUBLIC WORKS			
	ADMINISTRATIVE ASSISTANT			
10140	OVERTIME		2,900	
10150	SPECIAL PAY		11,000	
10210	FICA		24,500	
10220	RETIREMENT		70,400	
10230	HEALTH		45,200	
10231	LIFE/VISION/DENTAL/ADD		2,200	
10240	WORKER'S COMP.		6,700	
30	**OPERATING EXPENSES**			**73,200**
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30350	TRAINING		1,000	
	APWA CONFERENCES	500		
	CONFERENCE/SEMINARS	500		
30401	GAS/OIL	3,500	3,500	
30402	REPAIRS		1,400	
	MISC. REPAIRS	1,400		
30403	TRAVEL		800	
	APWA CONFERENCE	500		
	CONF/WORKSHOPS	300		
30411	TELEPHONE		9,800	
	CELL PHONES-6	9,800		
30412	POSTAGE	900	900	
30450	GENERAL INSURANCE	46,042	46,000	
30460	REPAIRS/MAINTENANCE		1,600	
	800 MHZ RADIO/BASE ST.	200		
	COPIER MAINTENANCE	900		
	MISC. MAINTENANCE	500		
30470	PRINTING	500	500	
30490	OTHER CHARGES		2,800	
	EDUCATION & TRAINING	800		
	NPDES OUTFALL MAPPING	2,000		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		2,100	
	CLOTHING/UNIFORMS	1,000		
	GEN OPER. SUPPLIES	1,100		
30540	BOOKS/MEMBERSHIP	700	700	
TOTAL PUBLIC WORKS ADMIN EXPENSE			**543,000**	**543,000**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	72,656	301,100	210,700	0.9%	(90,400)
14	OVERTIME	39	3,700	5,300	0.0%	1,600
15	SPECIAL PAY	375	0	0	0.0%	0
21	FICA	6,619	23,300	16,500	0.1%	(6,800)
22	RETIREMENT	11,988	41,300	29,700	0.1%	(11,600)
23	LIFE/HEALTH INSURANCE	34,614	100,200	63,300	0.3%	(36,900)
24	WORKER'S COMP.	1,565	6,400	4,500	0.0%	(1,900)
	TOTAL PERSONAL SERVICES	127,855	476,000	330,000	1.4%	(146,000)
30	**OPERATING EXPENSES**					
34	CONTRACTUAL SERVICES	32,238	54,100	57,800	0.2%	3,700
43	UTILITY SERVICES	31,892	28,800	33,800	0.1%	5,000
46	REPAIRS/MAINTENANCE	117,176	205,000	192,000	0.8%	(13,000)
52	OPERATING SUPPLIES	24,197	25,456	31,200	0.1%	5,744
	TOTAL OPERATING EXPENSES	205,502	313,356	314,800	1.3%	1,444
	GRAND TOTAL	333,357	789,356	644,800	2.7%	(144,556)

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**330,000**
10120	REGULAR SALARY		210,700	
	BUILDING MAINTENANCE (2)			
	ELECTRICIAN			
	ELECTRICIAN ASSISTANT			
10140	OVERTIME		5,300	
10210	FICA		16,500	
10220	RETIREMENT		29,700	
10230	HEALTH		60,300	
10231	LIFE/VISION/DENTAL/ADD		3,000	
10240	WORKER'S COMP.		4,500	
30	**OPERATING EXPENSES**			**314,800**
30310	PROFESSIONAL SERVICES		2,000	
	MISC. SERVICES	2,000		
30340	CONTRACT SERVICES		55,800	
	ALARM MONITORING	2,800		
	ANNUAL FIRE EXTINGUISHER SERVICE	2,800		
	ELECTRIC CONTRACTOR	16,500		
	ELEVATOR MAINT. (3) [CH,PS-2]	12,000		
	FIRE ALARM INSPECTIONS	3,600		
	FUEL TANK CLEANING	4,000		
	GARAGE DOOR MAINTENANCE	2,800		
	GENERATOR SERVICING	5,000		
	PEST CONTROL	3,000		
	UNIFORM CLEANING	3,300		
30431	ELECTRIC	20,700	20,700	
30432	WATER	12,100	12,100	
30434	SEWER	1,000	1,000	
30462	EXECUTIVE		47,000	
	AC DUCT CLEANING	9,000		
	ADA IMPROVEMENTS	11,000		
	ELECTRICAL REPAIRS	12,000		
	GENERATOR REPAIRS	2,000		
	INTERIOR REPAINT	4,000		
	MISCELLANEOUS BLDG REPAIRS	5,000		
	SEALING/PRESSURE CLEANING	4,000		
30463	COMMUNITY CENTER		18,000	
	MISC. BUILDING REPAIRS	18,000		
30465	PUBLIC SAFETY		91,500	
	AC PROPERTY & EVIDENCE ROOM	2,500		
	AC TO RELOCATE TEMPORARY SHELTER	2,500		
	BLIND REPLACEMENT 2ND FLOOR	9,500		
	DOOR REPAIRS	4,000		
	FIRE BAY EXHAUST FANS	7,500		
	MISC BUILDING REPAIRS	60,000		
	SIGN REPAIR	1,500		
	WEIGHT ROOM CLEANING	4,000		
30467	URGENT CARE BUILDING		13,000	
	GENERAL BUILDING MAINT/REPAIRS	3,500		
	REPAIR ROOFING TILES	9,500		
30468	FACILITIES-C/S BLG		22,500	
	EXTERIOR LIGHTING	2,500		
	FANS	5,000		
	GARAGE DOOR REPAIRS	5,000		
	MAINTENANCE HARDWARE	3,000		
	MISC. REPAIRS AT COMPLEX	5,000		
	STUCCO REPAIR	2,000		
30520	OPERATING SUPPLIES		31,200	
	AIR CONDITIONING FILTERS	6,000		
	CUSTODIAL SUPPLIES	12,000		
	MAINT. TOOLS/SUPPLIES/RADIO MAINT	9,000		
	MISC. TRAINING	2,400		
	MISC SUPPLIES	1,800		
	TOTAL BUILDING MAINT EXPENSE		**644,800**	**644,800**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	284,262	295,500	233,500	1.0%	(62,000)
14	OVERTIME	4,630	7,000	11,500	0.0%	4,500
15	SPECIAL PAY	1,250	0	0	0.0%	0
21	FICA	21,643	23,100	18,700	0.1%	(4,400)
22	RETIREMENT	40,235	41,100	33,600	0.1%	(7,500)
23	LIFE/HEALTH INSURANCE	138,186	117,000	79,100	0.3%	(37,900)
24	WORKER'S COMP.	7,045	6,300	5,100	0.0%	(1,200)
	TOTAL PERSONAL SERVICES	497,252	490,000	381,500	1.6%	(108,500)
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	0	0	150,000	0.6%	150,000
34	CONTRACTUAL SERVICES	4,106	15,700	7,500	0.0%	(8,200)
35	TRAINING	5,179	14,300	9,300	0.0%	(5,000)
40	VEH EXP./TRAVEL	27,178	22,500	29,500	0.1%	7,000
43	UTILITY SERVICES	43,438	50,900	52,100	0.2%	1,200
44	RENT AND LEASE	24,105	32,500	34,500	0.1%	2,000
46	REPAIRS/MAINTENANCE	151,810	225,300	235,400	1.0%	10,100
52	OPERATING SUPPLIES	26,926	59,000	58,900	0.2%	(100)
	TOTAL OPERATING EXPENSES	282,743	420,200	577,200	2.4%	157,000
	GRAND TOTAL	779,995	910,200	958,700	3.9%	48,500

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5413-PUBLIC WORKS STREETS EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**381,500**
10120	REGULAR SALARY		233,500	
	SUPERVISOR			
	MAINT. WORKER (4)			
10140	OVERTIME		11,500	
10210	FICA		18,700	
10220	RETIREMENT		33,600	
10230	HEALTH		75,300	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		5,100	
30	**OPERATING EXPENSES**			**577,200**
30310	PROFESSIONAL SERVICES		150,000	
	STORMWATER MASTER PLAN	150,000		
30340	CONTRACT SERVICES		7,500	
	ELECTRICAL CONTRACTOR	2,000		
	UNIFORM RENTAL/CLEANING	5,500		
30350	TRAINING		9,300	
	CHEMICAL APPLICATION	1,000		
	CDL	5,000		
	CONE SCHOOL	1,500		
	SAFETY / SUPRVSR SEMNRS	1,500		
	UF GI-BMP	300		
30400	DIESEL	4,600	4,600	
30401	GAS/OIL	8,800	8,800	
30402	REPAIRS		15,900	
	MISC. VEHICLE REPAIRS	14,500		
	VEHICLE CERTIFICATION	1,400		
30403	TRAVEL	200	200	
30431	ELECTRIC	49,000	49,000	
	CITY ENTRANCE SIGNS			
	FP&L-STREET LIGHTS			
30432	WATER	3,100	3,100	
	3 LANDSCAPE MEDIANS			
	CITY ENTRANCE SIGNS-PO			
	CITY OF DB-FL. SHORES			
	CITY OF PO-DUNLAWTON			
30440	RENT/LEASE		34,500	
	EMERGENCY RENTALS	11,000		
	X-MAS POLE DECORATIONS	23,500		
30460	REPAIRS/MAINTENANCE		235,400	
	A1A TRASH CANS	2,000		
	DÉCOR & MONGOOSE LIGHT POLES TO LE	55,000		
	FIXTURE PAINTING/SIDEWALK REPAIR	5,000		
	GENERAL REPAIRS	15,000		
	LIGHT POLE/FIXTURE REPLACEMENT	50,000		
	MAINTENANCE ON TRAFFIC SIG./LIGHTS	7,500		
	MULCH/FERTILIZER	8,000		
	ROAD/PLANT/SIGN POLE REPAIR	3,500		
	SIDEWALK REPAIRS	50,000		
	STREET SIGNS	30,000		
	TURTLE LIGHTS AND SHIELDS	9,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINTENAI	400		
30520	OPERATING SUPPLIES		58,900	
	BANNER ARMS	7,400		
	BARRICADES	7,000		
	FLAGS	4,000		
	IPADS - CREW LEADERS	2,000		
	LANDFILL CHARGES	4,500		
	MISC TOOLS / SUPPLIES / EQUIPMENT	10,000		
	OPERATING CHEMICALS	5,000		
	STREET BANNERS	15,000		
	WEEDEATER/SUPPLIES/REPLACE	4,000		
	TOTAL STREETS DEPT. EXPENSE		**958,700**	**958,700**

THE CITY OF DAYTONA BEACH SHORES

PARKS AND RECREATION

Purpose

The Parks and Recreation Department is responsible for maintaining City parks, recreation facilities, landscaped areas and street trees, preserving natural beauty and functional utility while ensuring safe, attractive, outdoor facilities.

Staffing

Staffing totals 7 FTE:

1 – Maintenance Supervisor
6 - Maintenance Workers

Budget Summary

	PARKS & RECREATION		
	Current FY	**Proposed**	**Change**
Personnel Expense	$273,600	$482,500	$208,900
Operating Expense	326,039	387,900	61,861
TOTAL	599,639	870,400	270,761

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	177,122	161,400	296,600	1.2%	135,200
14	OVERTIME	3,101	6,500	4,600	0.0%	(1,900)
15	SPECIAL PAY	625	0	0	0.0%	0
21	FICA	12,392	12,800	23,000	0.1%	10,200
22	RETIREMENT	23,130	22,800	41,300	0.2%	18,500
23	LIFE/HEALTH INSURANCE	86,034	66,600	110,700	0.5%	44,100
24	WORKER'S COMP.	3,914	3,500	6,300	0.0%	2,800
	TOTAL PERSONAL SERVICES	306,318	273,600	482,500		208,900
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	0	2,000	77,000	0.3%	75,000
34	CONTRACTUAL SERVICES	2,602	5,500	9,500	0.0%	4,000
35	TRAINING	0	12,000	8,000	0.0%	(4,000)
40	VEH. EXP/TRAVEL	13,425	14,500	14,500	0.1%	0
41	COMMUNICATIONS	4,423	3,300	0	0.0%	(3,300)
43	UTILITY SERVICES	6,042	4,800	7,300	0.0%	2,500
44	RENT AND LEASE	0	5,000	5,000	0.0%	0
45	GENERAL INSURANCE	98,797	93,100	86,800	0.4%	(6,300)
46	REPAIRS/MAINTENANCE	82,831	112,500	100,800	0.4%	(11,700)
49	OTHER	4,099	5,000	3,000	0.0%	(2,000)
52	OPERATING SUPPLIES	41,025	68,339	76,000	0.3%	7,661
	TOTAL OPERATING EXPENSES	253,243	326,039	387,900	1.6%	61,861
	GRAND TOTAL	559,562	599,639	870,400	3.6%	270,761

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**482,500**
10120	REGULAR SALARY		296,600	
	SUPERVISOR			
	MAINT, WORKER (6)			
10140	OVERTIME		4,600	
10210	FICA		23,000	
10220	RETIREMENT		41,300	
10230	HEALTH		105,500	
10231	LIFE/VISION/DENTAL/ADD		5,200	
10240	WORKER'S COMP.		6,300	
30	**OPERATING EXPENSES**			**387,800**
30310	PROFESSIONAL SERVICES	2,000	77,000	
	MASTER PARK PLAN	75,000		
30340	CONTRACT SERVICES		9,500	
	PEST CONTROL DOG PARK	1,000		
	PEST & WEED SPRAYING	5,000		
	UNIFORM CLEANING	3,500		
30350	TRAINING		8,000	
	CLASSES/TRAINING/CDL'S	5,000		
	OSHA	1,000		
	PARK SAFETY TRAINING	1,000		
	PICKLE BALL COURT MAINTENANCE	1,000		
30401	GAS/OIL	8,000	8,000	
30402	REPAIRS	6,500	6,500	
30431	ELECTRIC	2,700	2,700	
	PARK LIGHTS:			
	FORNARI			
	MCELROY			
	VAN AVE			
30432	WATER	2,000	2,000	
	CITY OF PO-FORNARI			
	CITY OF PO-MCELROY			
30434	SEWER	2,600	2,600	
	FORNARI			
	MCELROY			
30440	RENT/LEASE		5,000	
	TABLE TOWERS RENTAL	5,000		
30450	GENERAL INSURANCE	86,800	86,800	
30460	REPAIRS/MAINTENANCE		100,800	
	ASPHALT REPLACEMENT	22,000		
	CLAY COURT SUPPLIES	3,300		
	DUNE CROSSOVER REPAIRS	16,500		
	EXERCISE EQUIPMENT REPAIRS	6,000		
	FERTILIZER/PESTICIDE	4,000		
	GEN REPAIRS/MAINT	8,100		
	GUARDRAIL REPLACEMENT	800		
	MISC. PLANTS/SPRINKLERS	8,500		
	MULCH FOR PARKS	12,000		
	NETS/SCREENS/COURT SUPPLY-PB	4,400		
	PARK SIGN REPLACEMENT	7,500		
	TRASH BIN REPLACEMENT	5,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINT.	440		
	WINDSCREENS/NETS/TAPE-ORC	2,200		

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

30490	OTHER -		3,000	
	COMMUNITY CENTER DECORATIONS	1,500		
	MISC X-MAS DECORATIONS	1,500		
30520	OPERATING SUPPLIES		76,000	
	COURT OF FLAGS	4,000		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	IPADS-CREW LEADERS	2,000		
	JANITORIAL SUPPLIES	6,500		
	MISC SUPPLIES	26,500		
	MISC. TOOLS AND CABINETS	6,500		
	PAPER PRODUCTS	10,000		
	PARK FURNITURE	7,500		
	PARK IRRIGATION UPGRADES	7,500		
	WATER COOLER	1,500		
	TOTAL PARKS DEPT. EXPENSE		**870,400**	**870,300**

THE CITY OF DAYTONA BEACH SHORES

PHYSICAL ENVIRONMENT

Purpose

This department provides funds to support the operational, capital and/or debt service expense requirements.

This department also includes the operational expense for solid waste removal and recycling programs. These expenses are offset by customer billings for these services.

Budget Summary

	SOLID WASTE		
	Current FY	**Proposed**	**Change**
Personnel Expense	$0	$0	$0
Operating Expense	1,631,200	1,671,500	40,300
TOTAL	1,631,200	1,671,500	40,300

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5390 - PHYSICAL ENVIRONMENT

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
30	**OPERATING EXPENSES**					
31	PROFESSIONAL SERVICES	17,795	18,900	18,900	0.1%	0
43	UTILITIES (Solid Waste/Recycle)	1,555,911	1,612,300	1,652,600	6.8%	40,300
	TOTAL OPERATING EXPENSES	1,573,706	1,631,200	1,671,500	6.9%	40,300
	GRAND TOTAL	1,573,706	1,631,200	1,671,500	6.9%	40,300

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5390 - PHYSICAL ENVIRONMENT

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30	**OPERATING EXPENSES**			**1,671,500**
30310	PROFESSIONAL SERVICES		18,900	
	SW Tracking Software	3,333		
	SW Contract Monitor	15,600		
30435	SOLID WASTE (revenue linked)	1,540,500	1,540,500	
30436	RECYCLING (revenue linked)	112,100	112,100	
	TOTAL UG UTIL DEPARTMENT		**1,671,500**	**1,671,500**

THE CITY OF DAYTONA BEACH SHORES

BENEFIT TERM PAYOUT

Purpose

This department provides for costs associated with sick leave and termination pay of employees who leave the City (including severance as appropriate) and the estimated City contribution for Unemployment Compensation.

Budget Summary

	BENEFIT PAYOUT		
	Current FY	**Proposed**	**Change**
Personnel Expense	$67,100	$240,000	$172,900
Operating Expense			0
TOTAL	67,100	240,000	172,900

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REGULAR SALARY	0	55,000	189,000	0.8%	134,000
21	FICA	0	4,100	14,300	0.1%	10,200
22	RETIREMENT	0	8,000	36,700	0.2%	28,700
	TOTAL PERSONAL SERVICES	0	67,100	240,000	1.0%	172,900
	GRAND TOTAL	0	67,100	240,000	1.0%	172,900

THE CITY OF DAYTONA BEACH SHORES

COMMUNITY CENTER

Purpose

The Community Center Department provides for the administration and operating expenses of the Community Center and City-wide recreational programs. The department is also responsible for economic development within the city.

Staffing

Staffing totals 4.0 FTE:

1 - Director of Recreation
2- Recreation Specialists
1 – Recreation Liaison

Budget Summary

	COMMUNITY CENTER		
	Current FY	**Proposed**	**Change**
Personnel Expense	$435,600	$410,100	($25,500)
Operating Expense	255,044	218,900	(36,144)
TOTAL	690,644	629,000	(61,644)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5751-COMMUNITY CENTER EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
10	**PERSONAL SERVICES**					
12	REG. SALARY	316,395	272,600	274,000	1.1%	1,400
14	OVERTIME	5,249	5,700	7,400		
15	SPECIAL PAY	625	0	0	0.0%	0
21	FICA	23,648	20,900	21,000	0.1%	100
22	RETIREMENT	68,255	63,900	38,600	0.2%	(25,300)
23	LIFE/HEALTH INSURANCE	86,535	66,600	63,200	0.3%	(3,400)
24	WORKER'S COMP.	6,262	5,900	5,900	0.0%	0
	TOTAL PERSONAL SERVICES	506,969	435,600	410,100		(25,500)
30	**OPERATING EXPENSES**					
34	CONTRACTUAL SERVICES	8,992	9,600	5,100	0.0%	(4,500)
35	TRAINING	1,350	3,500	3,500	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	3,533	17,800	18,300	0.1%	500
41	COMMUNICATIONS	5,394	6,600	6,700	0.0%	100
43	UTILITIES	44,856	42,500	45,800	0.2%	3,300
44	RENT/LEASE	0	500	500	0.0%	0
47	PRINTING	4,360	3,500	3,500	0.0%	0
49	OTHER CHARGES	49,176	145,500	110,000	0.5%	(35,500)
51	OFFICE SUPPLIES	2,858	3,000	3,000	0.0%	0
52	OPERATING SUPPLIES	26,138	20,044	19,500	0.1%	(544)
54	BOOKS/MEMBERSHIPS	1,650	2,500	3,000	0.0%	500
	TOTAL OPERATING EXPENSES	148,307	255,044	218,900	0.9%	(36,144)
	GRAND TOTAL	655,276	690,644	629,000	2.6%	(61,644)

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**410,100**
10120	REGULAR SALARY		274,000	
	PARKS & REC. DIR			
	COMM CENTER COORD. (2)			
	CUSTODIAL/EVENT SETUP			
10140	OVERTIME		7,400	
10210	FICA		21,000	
10220	RETIREMENT		38,600	
10230	HEALTH		60,300	
10231	LIFE/VISION/DENTAL/ADD		2,900	
10240	WORKER'S COMP.		5,900	
30	**OPERATING EXPENSES**			**218,900**
30340	CONTRACT SERVICES		5,100	
	COPIER	1,600		
	PHOTOGRAPHER	1,500		
	PLANT PEOPLE	1,300		
	WATER COOLER	300		
	XM RADIO	300		
	YOUTUBE	145		
30350	TRAINING	3,500	3,500	
30403	TRAVEL		18,300	
	FEDC	1,500		
	FPRA-PIO	2,000		
	FRPA	3,000		
	FRPA AGENCY SUMMIT	1,500		
	MILEAGE	4,800		
	NRPA/IEDC	3,000		
	TALLAHASSEE-ADVOCACY	2,000		
	VFPRA-PIO	500		
30411	TELEPHONE	6,600	6,600	
30412	POSTAGE	100	100	
30431	ELECTRIC	31,600	31,600	
30432	WATER	10,700	10,700	
30434	SEWER	3,500	3,500	
30440	RENT/LEASE	500	500	
30470	PRINTING	3,500	3,500	

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE

30490	OTHER CHARGES		110,000	
	ARMED FORCES DAY	10,900		
	ARTS & CRAFTS SHOW	18,500		
	BUSINESS & HEALTH EXPO	2,000		
	CASINO NIGHT	7,800		
	CHRISTMAS EMPLOYEE LUNCH	5,300		
	CHRISTMAS TREE LIGHTING	3,400		
	CITIZENS ACADEMY	2,800		
	COFFEE WITH THE MAYOR	4,000		
	COMMUNITY COOKOUT	4,200		
	FOOD TRUCKS & CONCERTS	17,200		
	MARKETING/WEBSITE	19,500		
	MAYOR'S FITNESS CHALLENGE	6,700		
	MISCELLANEOUS	1,000		
	NEW EVENTS	5,000		
	SUMMER BASH	200		
	VETERAN'S LUNCHEON	1,500		
30510	OFFICE SUPPLIES	3,000	3,000	
30520	OPERATING SUPPLIES		19,500	
	CUSTODIAL SUPPLIES	5,000		
	HOLIDAY DECORATIONS	10,000		
	MISC	3,500		
	VCRDA LUNCHEON	1,000		
30540	MEMBERSHIPS/BOOKS/PUBLICA.	3,000	3,000	
	TOTAL COMMUNITY CENTER		**629,000**	**629,000**

THE CITY OF DAYTONA BEACH SHORES

CONTINGENCY

Purpose

This component provides funds specifically appropriated for transfer to other accounts for emergency or unforeseen expenditures. It also includes funds planned for reserves, but that may be appropriated for other purposes based on need. It also includes funds transferred to the capital improvement fund for planned capital expenditures based on the five-year capital plan. In the proposed budget, contingency covers four distinct departments:

(1) self-insurance (covering windstorm and/or claims outside current budget);
(2) general contingency;
(3) a capital depreciation reserve; and,
(4) the repayment of reserve funds allocated toward the construction of the Community Center to be used for future capital projects.

Budget Summary

CONTINGENCY

	Current FY	Proposed	Change
Personnel Expense			$0
Operating Expense			0
Transfer Out-Capital Fund	$ 6,230,161	$4,246,500	$(1,983,661
Contingency	1,066,100	1,011,100	(55,000)
TOTAL	7,296,261	5,257,600	(2,038,661)

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5800-CONTINGENCY EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
90	**TRANSFERS**					
900	CONTINGENCY	0	1,066,100	1,011,100	4.2%	(55,000)
920	TRANSFER TO OTHER FUNDS	0	6,230,161	4,246,500	17.5%	(1,983,661)
	GRAND TOTAL	0	7,296,261	5,257,600	21.7%	(2,038,661)

FISCAL YEAR 2025-2026 BUDGET
BUDGET DETAIL
5800-CONTINGENCY EXPENSE

DEPARTMENTAL BUDGET DETAIL

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
90	**TRANSFERS**			**5,257,600**
900	Contingency		1,011,100	
	Capital Depreciation & Hurricane (EE Health & Windstorm)	748,500		
	Short-Term General	30,000		
	Community Center Reserve Repayment	232,600		
920	Transfer to Other Funds-ED		4,246,500	
	-Capital Improvement	4,246,500		
	TOTAL CONTINGENCY		**5,257,600**	**5,257,600**

THE CITY OF DAYTONA BEACH SHORES

GENERAL LONG-TERM DEBT

Purpose

This component provides for the redemption of non-voted debt, and Leases and Software As a Services according to GASB 87 & 96. Interest payments associated with such debt is included in this account.

Budget Summary

	LONG TERM DEBT		
	Current FY	**Proposed**	**Change**
Principal	$291,300	$364,800	73,500
Interest	15,900	42,100	26,200
TOTAL	307,200	406,900	99,700

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
5820-GEN LONG TERM DEBT EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	% of GF	BUDGET CHANGE
70	**DEBT SERVICE**					
710	PRINCIPAL EXPENSE	236,093	291,300	364,800	1.5%	73,500
720	INTEREST EXPENSE	6,388	15,900	42,100	0.2%	26,200
	TOTAL DEBT SERVICE	242,481	307,200	406,900	1.7%	99,700
	GRAND TOTAL	242,481	307,200	406,900	1.7%	99,700

CITY OF DAYTONA BEACH SHORES
DEPARTMENTAL BUDGET DETAIL
5820-GEN LONG TERM DEBT EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
70	**LEASE COSTS**			**406,900**
70710	PRINCIPAL EXPENSE		364,800	
	Leases		276,000	
final	Axon Base (25 cars)	65,500		
final	Axon Contract (15 Cars)	35,600		313,200
final	Axon Contract (5 Cars)	12,800		93,700
new	Axon Contract Everything	162,100		
	Software As A Service		88,800	
	Business Continuity Soluti	37,100		
	Flock	16,300		
	Microsoft 365	35,400		
70720	INTEREST EXPENSE		42,100	
	Leases		37,200	
final	Axon Base (25 cars)	3,370		
final	Axon Contract (15 Cars)	900		
final	Axon Contract (5 Cars)	300		
new	Axon Contract Everything	32,600		
	Software As A Service		4,900	
	Business Continuity Soluti	2,700		
	Flock	1,300		
	Microsoft 365	900		
	GEN LONG TERM DEBT		**406,900**	**406,900**

ECONOMIC DEVELOPMENT

THE CITY OF DAYTONA BEACH SHORES

ECONOMIC DEVELOPMENT

Purpose

The Economic Development Department provides for the assistance to businesses with the desire and potential for growth within the City of Daytona Beach Shores. The lease subsidy program is administered by this department.

Budget Summary

	ECONOMIC DEVELOPMENT		
	Current FY	**Proposed**	**Change**
Personnel Expense	$0	$0	$0
Operating Expense	100,000	100,000	0
TOTAL	100,000	100,000	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
ECONOMIC DEVELOPMENT

DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
ECONOMIC DEV ELOPMENT REVENUE				
TRANSFER IN FROM GENERAL FUND	0	100,000	100,000	0
OPERATIONS REVENUE TOTAL	**0**	**100,000**	**100,000**	**0**
ECONOMIC DEVELOPMENT EXPENSE				
LEASE SUBSIDY	30,487	100,000	100,000	0
OPERATIONS EXPENSE TOTAL	**30,487**	**100,000**	**100,000**	**0**
OPERTATIONS NET	**(30,487)**	**0**	**0**	**0**
TOTAL FUND REVENUE	0	100,000	100,000	0
TOTAL FUND EXPENSE	30,487	100,000	100,000	0
TOTAL NET	**(30,487)**	**0**	**0**	**0**

SEWER FUND

THE CITY OF DAYTONA BEACH SHORES

SEWER OPERATING

Purpose

The City operates a sewage collection and transmission system and has contracts with a neighboring municipality for sewage treatment, the City of Port Orange.

Enterprise funds are used to account for the provision of sewer services, which the City operates as though it were a separate business. Enterprise activities are not dependent on taxes for their operating revenue, and may be operated by the City to generate revenues in excess of expenses to enhance the City's overall financial position for future enterprise growth and updates.

Staffing

Staffing totals 5 FTE:

1 - Utility Technician Supervisor
3 - Utility Technicians
1 – Project Manager

Budget Summary

	SEWER OPERATING		
	Current FY	**Proposed**	**Change**
Personnel Expense	$400,800	$378,100	($22,700)
Operating Expense	4,031,000	3,393,000	(638,000)
Transfer Out-Capital Fund	11,690,500	22,966,400	11,275,900
Debt Service	6,551,700	16,578,000	10,026,300
Contingency	455,000	339,300	(115,700)
Bad Debt Expense	10,000	20,000	10,000
TOTAL	23,139,000	43,674,800	20,535,800

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
SEWER FUND FUNCTIONAL SUMMARY

DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
FD401				
SEWER OPERATIONS REVENUE				
SAFHI-FEDERAL GRANT	0	6,551,700	10,143,700	3,592,000
SAHM-FEDERAL GRANT	0	0	6,434,300	6,434,300
HMGP-FEDERAL GRANT	0	281,300	396,700	115,400
CDBG-FEDERAL GRANT	0	3,710,000	5,616,700	1,906,700
SVC CHG. METER READ	99	100	100	0
SEWER REVENUE	3,935,181	4,739,100	4,400,200	(338,900)
OPERATING INTEREST	391,280	215,000	105,000	(110,000)
MISCELLANEOUS	92,777	0	0	0
SRF LOAN PROCEEDS	0	6,551,700	16,578,000	10,026,300
TRANSFER FR FUND BALANCE	0	1,090,100	0	(1,090,100)
OPERATIONS REVENUE TOTAL	**4,419,336**	**23,139,000**	**43,674,800**	**20,535,800**
SEWER OPERATIONS EXPENSE				
TOTAL PERSONAL SERVICES	255,998	400,800	378,100	(22,700)
TOTAL OPERATING EXPENSES	2,850,161	3,544,000	2,807,800	(736,200)
CAPITAL DEPRECIATION	384,774	487,000	585,200	98,200
CONTINGENCY	0	455,000	339,300	(115,700)
BAD DEBT WRITE DOWN	0	10,000	20,000	10,000
TRANSFER TO CAPITAL FUND	0	11,690,500	22,966,400	11,275,900
TOTAL DEBT SERVICE PRINCIPLE & CHARGES	0	6,551,700	16,578,000	10,026,300
OPERATIONS EXPENSE TOTAL	**3,490,933**	**23,139,000**	**43,674,800**	**20,535,800**
SEWER OPERTATIONS NET	**928,403**	**0**	**0**	**0**
FD402				
SEWER IMPACT FEE REVENUE				
IMPACT FEE INTEREST	121	100	100	0
SEWER IMPACT FEE	15,384	16,000	16,000	0
IMPACT FEE REVENUE TOTAL	**15,505**	**16,100**	**16,100**	0
				0
SEWER IMPACT FEE EXPENSE				0
OPERATING EXPENSES	9,374	9,600	9,600	0
CONTINGENCY	0	6,500	6,500	0
IMPACT FEE EXPENSE TOTAL	**9,374**	**16,100**	**16,100**	0
SEWER IMPACT FEE NET	**6,131**	**0**	**0**	**0**

TOTAL FUND REVENUE	4,434,842	23,155,100	43,690,900	20,535,800
TOTAL FUND EXPENSE	3,500,307	23,155,100	43,690,900	20,535,800
TOTAL NET	**934,535**	**0**	**0**	**0**

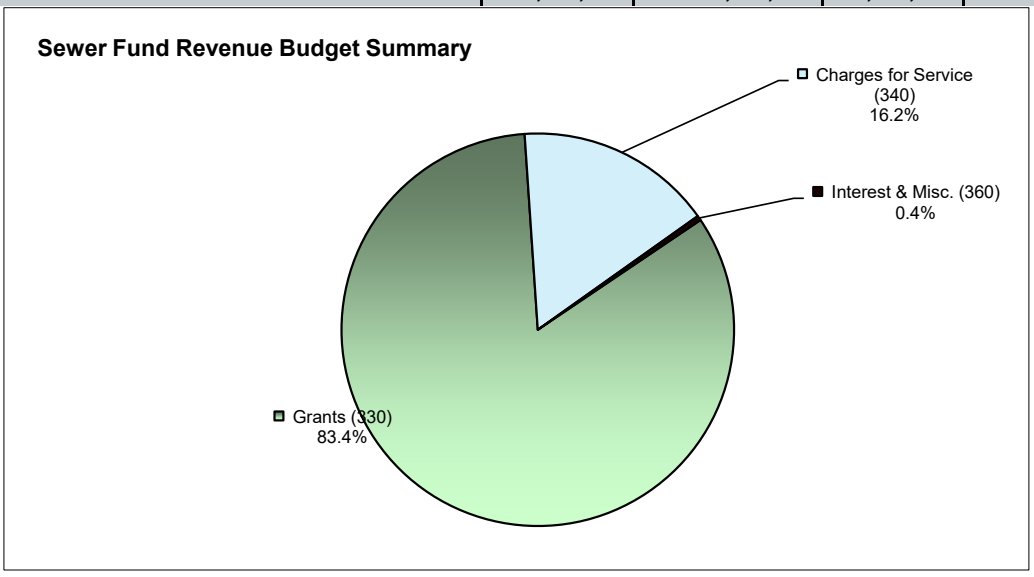
CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-26 BUDGET

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2023-24 Actual	FY2024-25 Amended Bud.	FY2025-26 Budget	Budget Change
Fees (320)	0	0	100	100
Grants (330)	0	10,543,000	22,591,400	12,048,400
Charges for Service (340)	3,935,280	4,739,100	4,400,300	(338,800)
Interest & Misc. (360)	484,056	215,000	105,000	(110,000)
Internal Service & Debt Proceeds (380)	0	6,551,700	16,578,000	10,026,300
Transfers from Fund Balance (390)	0	1,090,100	0	(1,090,100)
TOTAL	**4,419,336**	**23,138,900**	**43,674,800**	**20,535,900**

SEWER FUND LINE ITEM REVENUE DETAIL

Account Description	FY2023-24 Actual	FY2024-25 Amended Bud.	FY2025-26 Budget	Budget Change
401-**320**-3220-22140 Sewer Develop Fee	0	0	100	100
401-**330**-3340-33100 SAHFI Grant	0	6,551,700	10,143,700	3,592,000
401-**330**-3340-33101 HMPG Grant	0	281,300	396,700	115,400
401-**330**-3340-33104 SAMH Grant	0	0	6,434,300	6,434,300
401-**330**-3340-33102 CDBG (Transform 386) Gra	0	3,710,000	5,616,700	1,906,700
401-**340**-3430-43500 Sewer Revenue	3,935,280	4,739,100	4,400,300	(338,800)
401-**360**-3610-61003 BoA Operating Interest	20,503	15,000	5,000	(10,000)
401-**360**-3610-61200 SBA Operating Interest	32	0	0	0
401-**360**-3610-61260 Other Investment Income	370,744	200,000	100,000	(100,000)
401-**360**-3690-69999 Miscellaneous	92,777	0	0	0
401-**380**-3840-40111 Sewer Construction Rev.	0	6,551,700	16,578,000	10,026,300
401-**390**-3990-81600 Trans fr Fund Balance	0	1,090,100	0	(1,090,100)
SEWER FUND TOTAL	**4,419,336**	**23,138,900**	**43,674,800**	**20,535,900**

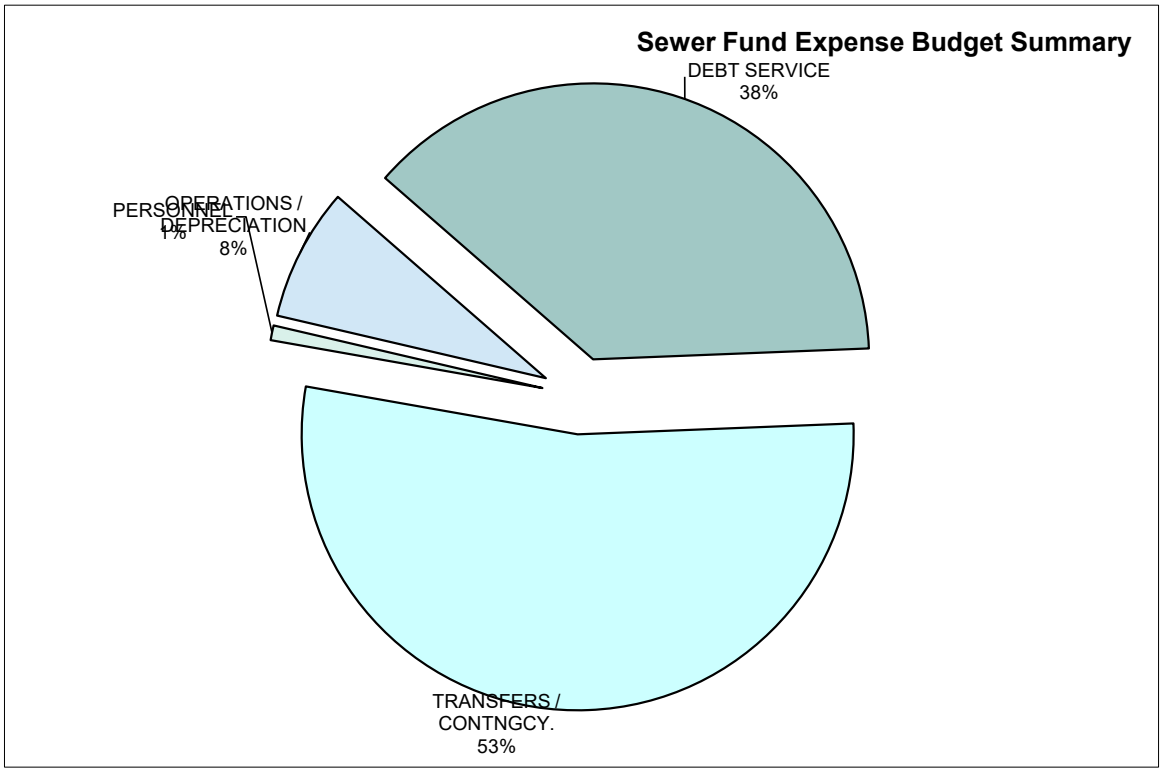


CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
SEWER FUND EXPENDITURES SUMMARY

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	3,500,307	4,431,800	3,771,100	(660,700)
5352	SEWER SRFL	0	6,551,700	16,578,000	10,026,300
5352	TRANSFERS/CONTINGENCY	0	12,155,500	23,325,700	11,170,200
	TOTAL EXPENDITURES	**3,500,307**	**23,139,000**	**43,674,800**	**20,535,800**

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

	PERSONNEL	255,998	400,800	378,100	(22,700)
	OPERATIONS / DEPRECIATION	3,244,309	4,031,000	3,393,000	(638,000)
	DEBT SERVICE	0	6,551,700	16,578,000	10,026,300
	TRANSFERS / CONTNGCY.	0	12,155,500	23,325,700	11,170,200
	TOTAL EXPENDITURES	**3,500,307**	**23,139,000**	**43,674,800**	**20,535,800**



CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
401-5350 SEWER OPERATING EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
10	**PERSONAL SERVICES**				
12	REG. SALARY	164,040	251,100	232,900	-7.25%
14	OVERTIME	879	6,300	6,700	6.35%
15	SPECIAL PAY	525	0	3,000	
21	FICA	13,013	19,700	18,600	-5.58%
22	RETIREMENT	8,209	35,000	32,900	-6.00%
23	LIFE/HEALTH INSURANCE	65,636	83,300	78,900	-5.28%
24	WORKER'S COMP. & OPEB	3,696	5,400	5,100	-5.56%
	TOTAL PERSONAL SERVICES	**255,998**	**400,800**	**378,100**	**-5.66%**
30	**OPERATING EXPENSES**				
31	PROFESSIONAL SERVICES	403,054	400,000	15,000	-96.25%
32	ACCOUNTING/AUDITING	19,937	23,000	23,000	0.00%
34	CONTRACTUAL SERVICES	11,259	15,800	33,900	114.56%
35	TRAINING	0	22,100	14,600	-33.94%
40	VEHICLE EXP/TRAVEL	42,197	39,800	39,800	0.00%
41	COMMUNICATIONS	10,767	15,000	17,000	13.33%
43	UTILITY SERVICES	1,170,697	1,546,200	1,304,200	-15.65%
44	RENT AND LEASE	0	1,500	1,500	0.00%
45	GENERAL INSURANCE	30,839	25,900	27,400	5.79%
46	REPAIRS/MAINTENANCE	60,874	132,000	160,000	21.21%
47	PRINTING	422	2,100	2,100	0.00%
49	OTHER	1,084,997	1,261,700	1,110,400	-11.99%
51	OFFICE SUPPLIES	505	1,000	1,000	0.00%
52	OPERATING SUPPLIES	14,612	57,600	57,600	0.00%
54	BOOKS/MEMBERSHIPS	0	300	300	0.00%
59	DEPRECIATION/AMORTIZATION	384,774	487,000	585,200	20.16%
	TOTAL OPERATING EXPENSES	**3,234,935**	**4,031,000**	**3,393,000**	**-15.83%**
60	**CAPITAL OUTLAY**				
62	BUILDINGS	0	0	0	
63	IMPROVEMENTS	100,472	11,437,500	24,374,700	113.11%
64	EQUIPMENT	18,557	166,000	375,000	125.90%
69	CAPITAL OFFSET	(119,028)	(11,603,500)	(24,749,700)	113.30%
	TOTAL CAPITAL OUTLAY	**0**	**0**	**0**	
70	**DEBT SERVICE**				
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	0	6,551,700	16,578,000	0.00%
72	INTEREST	0	0	0	0.00%
	TOTAL DEBT SERVICE	**0**	**6,551,700**	**16,578,000**	
90	**TRANSFERS**				
90	CONTINGENCY	0	455,000	339,300	-25.43%
905	BAD DEBT	0	10,000	20,000	0.00%
905	TRANSFERS OUT-CAPITAL FUND	0	11,690,500	22,966,400	0.00%
	TOTAL TRANSFERS	**0**	**12,155,500**	**23,325,700**	**91.89%**
	GRAND TOTAL	**3,490,933**	**23,139,000**	**43,674,800**	**88.75%**

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	**PERSONAL SERVICES**			**378,100**
10120	REGULAR SALARY		232,900	
	PROJECT MANAGER-NEW			
	UTILITY SUPERVISOR			
	UTILITY TECHNICIANS (3)			
10140	OVERTIME		6,700	
10150	SPECIAL PAY		3,000	
10210	FICA		18,600	
10220	RETIREMENT		32,900	
10230	HEALTH		75,300	
10231	LIFE/VISION/DENTAL/ADD		3,600	
10240	WORKER'S COMP.		5,100	
30	**OPERATING EXPENSES**			**3,393,000**
30310	PROFESSIONAL SERVICES		15,000	
	ENGINEER SERVICES-OTHER	15,000		
30320	ACCOUNTING/AUDITING		23,000	
	ANNUAL AUDIT	23,000		
30340	CONTRACT SERVICES		33,900	
	ALARM MONITORING	500		
	CUES MAINT. CONTRACT	1,500		
	GENERATOR SERVICING	15,000		
	GO CANVAS	2,200		
	INTERNET-WIFI	4,500		
	MASTER BYPASS TELEMETRY	1,000		
	UB CREDIT CARD PYMT FEE	7,200		
	UNIFORM RENTAL	2,000		
30350	TRAINING		14,600	
	CAMERA SCHOOL	500		
	CDL CLASSES	6,000		
	CONFINED SPACE CERT. (2)	1,300		
	LIFT ST.MECHANIC X-TRAING	800		
	MISC. TRAINING	6,000		
30400	DIESEL	14,000	14,000	
30401	GAS	8,800	8,800	
30402	VEH.MAINT./REPAIRS		15,000	
	BUCKET TRUCK CERTIFICATION	3,000		
	VEHICLES	12,000		
30403	TRAVEL/PER DIEM		2,000	
	CONFINED SPACE CERT.(2)	1,000		
	LIFT STA. MECHANIC	1,000		
30411	TELEPHONE		10,000	
	CELL PHONES	1,200		
	IPAD CELLULAR	1,000		
	PHONES W/AUTODIAL 10 STATIONS	7,800		
30412	POSTAGE		7,000	
	SEWER BILL MAILING	7,000		
30431	ELECTRIC	45,000	45,000	
30432	WATER		7,700	
	CITY OF P.O. & DB	7,700		
30434	SEWER		1,251,500	
	Charges for Sewer Services	1,251,500		
30440	RENT/LEASE		1,500	
	TOOLS/PUMP RENTALS	1,500		
30450	INSURANCE	27,397	27,400	

FISCAL YEAR 2025-2026 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	
30460	REPAIRS/MAINTENANCE		160,000	
	A/C REPLACEMENT	8,500		
	ELECTRICAL REPAIRS TO STATIONS	2,900		
	EMERGENCY REPAIRS	30,000		
	INSPECT/CLEAN/TELEVISION	12,500		
	LOCATES	7,200		
	MAINT. FOR UTILITY SYSTEM	1,200		
	MANHOLE COVERS/RINGS	2,400		
	MASTER BYPASS TELEMETRY PANEL	6,000		
	MISC. REPAIRS/PARTS	5,000		
	POWER MONITOR	3,000		
	PUMP REPAIRS	28,000		
	REPAIRS TO GENERATORS	9,600		
	REPAIRS TO SEWER LINE	11,700		
	ROAD MAINTENANCE AND SUPPLIES	2,000		
	SEALS, SLEEVES, MOTOR STARTERS,	15,000		
	SEMI-ANNUAL WET WELL	8,500		
	SYSTEM REPAIR/MAINT.	6,000		
	UPGRADE 870 MGZ RADIOS(2)/MAINTENAN	500		
30470	PRINTING		2,100	
	SEWER BILLS AND ENVELOPES	2,100		
30490	OTHER		1,110,400	
	BANKING FEES	3,400		
	INTERNAL SERVICE CHARGE TO GF			
	HR Charge	1,000,900		
	Assets & Operations Charge	106,100		
30510	OFFICE SUPPLIES		1,000	
	GEN OFFICE SUPPLIES	1,000		
30520	OPERATING SUPPLIES		57,600	
	ACTIVATED CARBON FILTERS	18,000		
	BYPASS HOSE REPLACEMENT	6,000		
	DEGREASER	12,000		
	DIESEL FOR GENERATORS	5,500		
	MISCELLANEOUS SUPPLIES	16,100		
30540	BOOKS/MEMBERSHIP		300	
	FL WATER & POLLUTION	300		
30590	DEPRECIATION EXPENSE		585,200	
	CURRENT PLANNED WRITEDOWN	443,170		
	PLANNED FY PURCHASES	142,000		
70	**DEBT SERVICE**			**16,578,000**
70710	PRINCIPAL		16,578,000	
	SRF Sewer Improvement	16,578,000		
90	**TRANSFERS**			**23,325,700**
90900	CONTINGENCY		339,300	
90905	BAD DEBT		20,000	
90950	Fund Balance Transfer (Out)(Grants)		22,591,400	
90950	Fund Balance Transfer (Out)(Fund Balance)		375,000	
	TOTAL SEWER OPERATING EXPENSE		**43,674,800**	**43,674,800**

SEWER IMPACT FEE

THE CITY OF DAYTONA BEACH SHORES

SEWER IMPACT FEE

Purpose

This component is a segment of the overall Sewer Enterprise Fund and is used to track the orderly expansion of the wastewater collection system. In order to finance the capital improvements for such expansion, a development fee (impact fee) "which is defined as a new building's contribution toward its equitable share of the cost of capital improvements required to serve new users" is assessed. The fee is $1,642 and is composed of two segments consisting of a sewer collection service development fee ($644.00) and a sewer treatment service development fee ($998.00). The sewer treatment portion of the fee is paid to a neighboring municipality in accordance with a sewer treatment agreement between the cities.

Budget Summary

	SEWER IMPACT FEE		
	Current FY	**Proposed**	**Change**
Personnel Expense			
Operating Expense	$9,600	$9,600	$0
Contingency	6,500	6,500	0
TOTAL	16,100	16,100	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
SEWER IMPACT FEE

DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
SEWER IMPACT REVENUE				
SEWER IMPACT FEE INTEREST	1	100	100	0
SEWER IMPACT FEES	137,368	16,000	16,000	0
OPERATIONS REVENUE TOTAL	**137,369**	**16,100**	**16,100**	**0**
SEWER IMPACT EXPENSE				
CONTRACT SERVICES	81,260	9,600	9,600	0
OPERATIONS EXPENSE TOTAL	**81,260**	**9,600**	**9,600**	**0**
OPERTATIONS NET	**56,109**	**6,500**	**6,500**	**0**
TOTAL FUND REVENUE	137,369	16,100	16,100	0
TOTAL FUND EXPENSE	81,260	9,600	9,600	0
TOTAL NET	**56,109**	**6,500**	**6,500**	**0**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
402- SEWER IMPACT FEE

FUND 402 SEWER IMPACT FEES	**SEWER FUND LINE ITEM REVENUE DETAIL**			
Account Description	FY2023-24 Actual	FY2024-25 Amended Bud.	FY2025-26 Budget	Budget Change
402-**324-2324**-61004 BoA Impact Fee Interest	121	100	100	0
402-**324-2324**-63000 Sewer Impact Fee	15,384	16,000	16,000	0
SEWER FUND TOTAL	**15,505**	**16,100**	**16,100**	**0**

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2025-2026 BUDGET
402-2535 SEWER IMPACT FEE EXPENSE

ACCT.#	DESCRIPTION	FY2023-24 ACTUAL	AMENDED FY2024-25 BUDGET	Draft FY2025-26 BUDGET	BUDGET CHANGE
30	**OPERATING EXPENSES**				
340	OTHER CONTRACT SERVICES	9,374	9,600	9,600	0
	(revenue linked -collected fees due port orange & misc eng.srvcs)				
	OPERATING EXPENSES	**9,374**	**9,600**	**9,600**	**0**
90	**NON-OPERATING**				
900	CONTINGENCY	0	6,500	6,500	0
	NON-OPERATING	**0**	**6,500**	**6,500**	**0**
	IMPACT FEE EXPENSE	**9,374**	**16,100**	**16,100**	**0**

2025-26

Calendar

October 01

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 02

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 03

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 04

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 05

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 06

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 07

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 08

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 09

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 10

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 11

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 12

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

City of
Daytona Beach Shores
Tentative
Capital Improvement Plan

Presented 09/08/2025



FY 2025-26 through FY 2029-30

CITY OF DAYTONA BEACH SHORES

August 2025

Honorable Mayor Miller, City Commissioners, and Citizens of Daytona Beach Shores;

Enclosed is the Tentative Five-Year Capital Improvement Program (CIP) for the period FY 2025-26 through FY 2029-30. The Five-Year Capital Improvement Program totals $54,816,100 with $29,476,200 for FY 2025-26. These amounts have changed since the Budget Workshop on July 28, 2025, $1,954,700 due to current year capital items being completed ahead of schedule, removing the Bank of America unfunded project, funding the City Hall Security Upgrades Project, funding Phase I of the Public Safety Air Conditioning Project, and updating the Public Works Building Expansion to be a phased project over FY 25-26 and FY 26-27. These changes are all subject to commission approval.

New projects (Not on PY CIP) included in the CIP for FY 2025-26:

IT – Battery Backup/Replacements/Standardization	$ 27,500
RFID Tagging for Property & Evidence	$ 30,000
Streets – Repave between Mike's & Woodards	$ 40,000
Replace Storm drain behind Publix	$ 50,000
City Hall – Security (Hardening) Upgrades	$200,000
Stairwell Door & Frame Replacement	$ 17,000
Public Safety – Animal Control Build Out	$ 55,000
Elevator Upgrade	$ 15,000
A/C System Replacement-Phase 1	$800,000
Parks – ADA Dune Walkover (2853 S. A1A)	$300,000
Public Access (2901 S. A1A)	$ 25,000
Van Alder Dog Park Water Fountain Replacement	$ 19,000
Total	$1,578,500

Currently, the city does not have any current year property tax funded projects for General Capital Improvements, General Vehicle Replacements, Public Safety Vehicles, Facilities Renewal and Replacement, Leisure Service Capital and Transportation. All current year projects will be funded utilizing local option fuel taxes, grants, sewer revenues and reserve funds.

Reserve Funds are monies set aside to cover unexpected costs and/or future financial obligations such as capital improvement. The city has funded all capital improvement projects with reserves since the undergrounding of utilities completed in 2013. This

includes the community center finished in 2018.

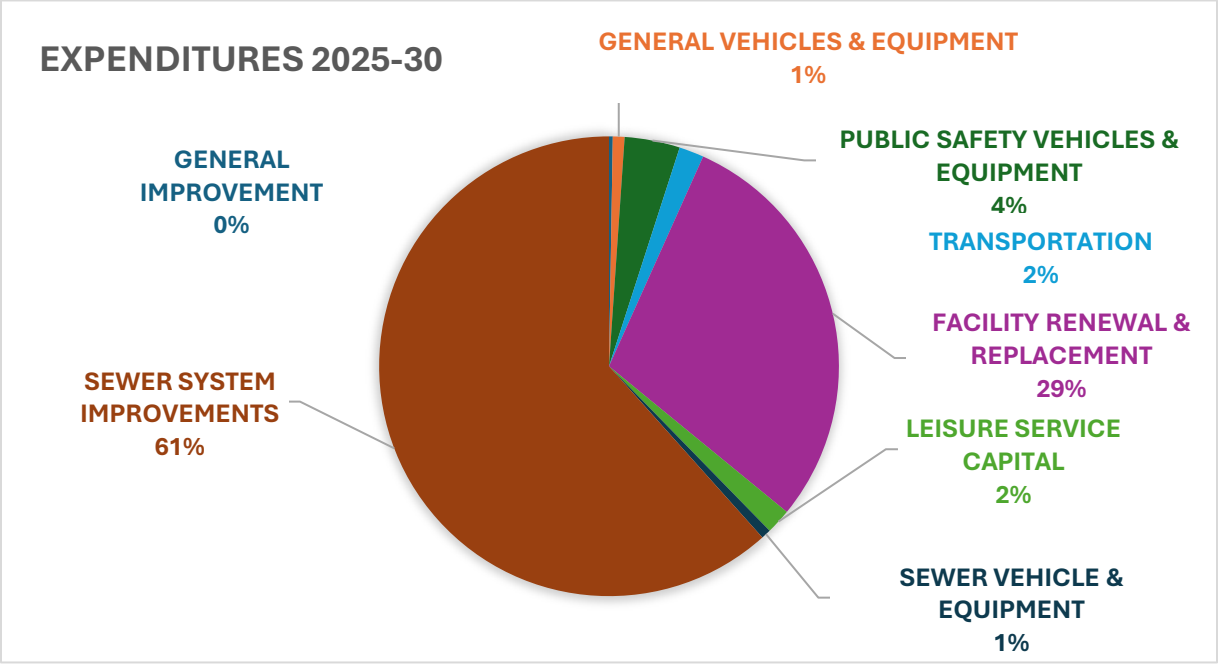
All un-funded projects are in future budget years as funding opportunities have not been met yet. Staff continues to seek funding through grants and appropriations for the projects within (308) transportation, (317) Facility Renewal & Replacement, and (322) Leisure Services funds. Staff notes all capital projects that may be necessary over the next five years, and projects are undertaken as funds become available. Funding sources are: general fund revenues, reserves, and grants.

The city is consistently watching for grants and other funding sources to assist in the funding of city projects: Hazard Mitigation Grant Program (HMGP), Federal Emergency Management Association (FEMA), Community Development Block Grant (CDBG), Florida Department of Environmental Protection (FDEP), Volusia ECHO (Environmental, Cultural, Historic, and Outdoor Recreation), and State Revolving Fund Loan (SRFL). Grant funding is utilized for projects where available.

Overview

The City's Five-Year Capital Improvements Program represents a substantial effort to Identify and schedule capital investments for a multi-year period. Each department has complete project descriptions and justification, and the Finance Department assists in the recommended financing for each project; Ad Valorem, Fuel Tax Revenues, Sewer Revenues, Grants, Reserves, and/or Other Financing Sources.

EXPENDITURES 2025-2030

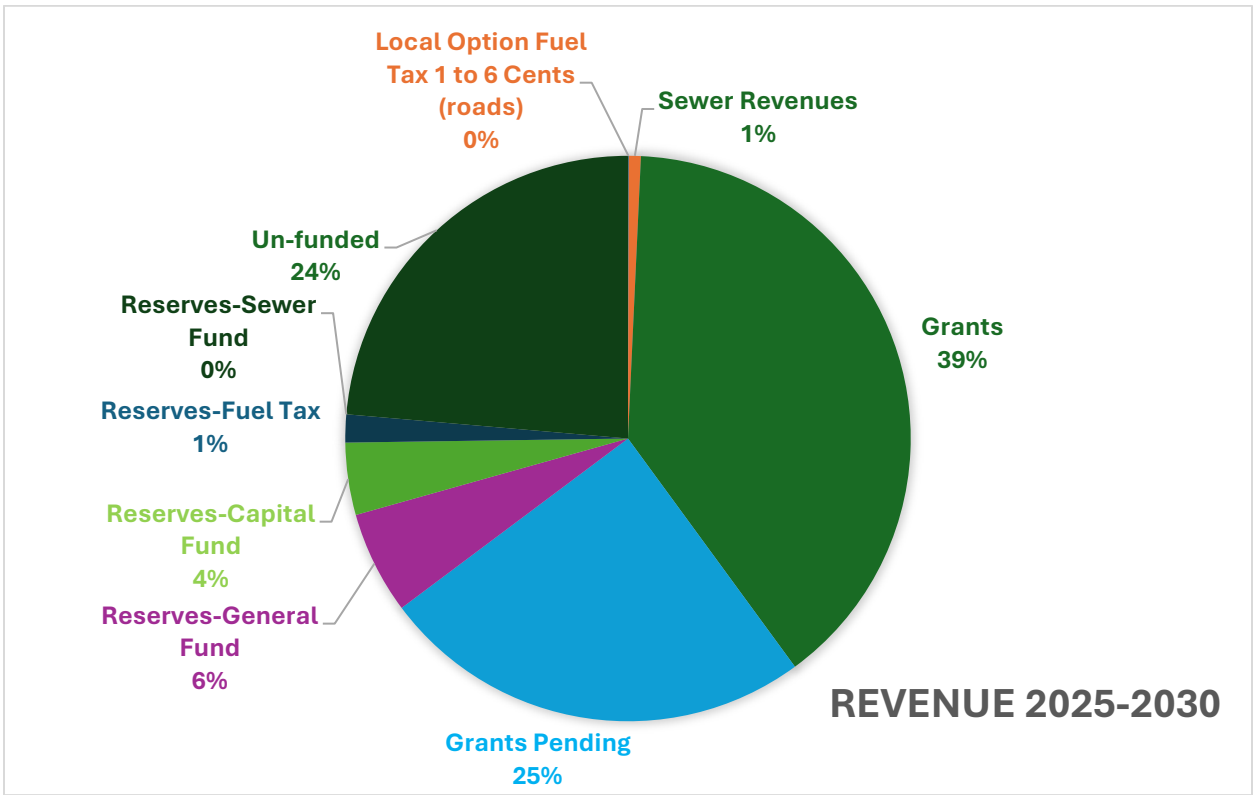


FUND NAME	TOTAL EXPENDITURE
GENERAL IMPROVEMENT	$144,500
GENERAL VEHICLES & EQUIPMENT	$452,000
PUBLIC SAFETY VEHICLES & EQUIPMENT	$2,131,000
TRANSPORTATION	$955,000
FACILITY RENEWAL & REPLACEMENT	$16,010,000
LEISURE SERVICE CAPITAL	$967,600
SEWER VEHICLE & EQUIPMENT	$375,000
SEWER SYSTEM IMPROVEMENTS	$33,781,000
TOTAL	$54,816,100

REVENUES

FUNDING SOURCES FY 2025-2030

Grants make up the largest portion of funding for the capital improvement plan at 64% of which 39% has been awarded to the city.



Revenue/Funding Source		Total Revenue
Ad Valorem Taxes	$	-
Local Option Fuel Tax 1 to 6 Cents (roads)	$	25,000
Sewer Revenues	$	375,000
Grants	$	21,496,900
Grant-Pending	$	13,610,100
Reserves-General Fund	$	3,215,900
Reserves-Capital Fund	$	2,263,300
Reserves-Fuel Tax	$	875,000
Reserves-Sewer Fund	$	-
Un-funded	$	12,954,900
TOTAL	$	54,816,100

Unfunded projects are those projects without known funding sources currently. Future year projects are considered unfunded as the city budgets annually. The city relies on funding from ad valorem taxes, shared revenue imposed by the State of Florida, other revenues authorized by the Legislature for local municipalities to impose, and proprietary and regulatory fees, and/or special assessments. These funding sources are usually unknown until the city is well into the budgeting process for the next fiscal year as the State operates on a July 1 to June 30th budget year and the city operates on an October 1 to September 30th budget year.

FY 2025-26 CIP Projects

Fund 301-General Improvement Fund

Information Technology: Enterprise Storage/Battery Backup Replacement ($52,500)

RFID Tagging-Evidence ($30,000)

Fund 305-Public Safety Vehicle and Equipment Replacement

Replacement Vehicles from FY 24-25:

Two patrol vehicles (damaged from accidents) ($123,000)

Three patrol vehicles not delivered in prior year ($207,000)

Fleet Replacement Program: Four patrol vehicles ($255,000)(Added since July workshop)

Fund 308-Transportation

Repaving between Mike's Souvenir Shop & Shores Medical Center ($40,000)

Replacing the storm drain behind Publix ($50,000)

Fund 317-Facility Renewal and Replacement

City Emergency Operations Center partially funded in part by HMGP ($450,000)

City Hall: A/C Upgrades ($25,000) PY

Hurricane Shutters pending funding in part by HMGP ($218,000)

Security Upgrades ($200,000) (Added since July Workshop)

Stairwell Door & Frame Upgrades ($17,000) (Increased by $5k since July workshop)

Public Works: Facility Building Expansion partially funded in part by a State Appropriation ($1,600,000)

Public Safety: A/C Replacement ($800,000) (Added since July Workshop)

Animal Control Build-Out ($55,000)

Elevator Upgrades ($15,000)

Fire Bay C02 System Replacement ($75,000)

Spalling Repairs ($50,000)

Fund 322-Leisure Service Capital

McElroy Park: ADA Dune Walkover (St. Kitts): ($300,000)

Beach Access at 2901 S. Atlantic ($25,000)

Dog Park Water Fountain Replacement ($19,000)

Community Center: Generator partially funded in part by HMGP ($120,000).

Fund 408-Sewer Vehicles & Equipment Replacement

2 - 200 Kw Generators ($150,000)

Replacement of Vehicle 107 Bucket Truck ($180,000)

Replacement of Vehicle 161 ($45,000)

Fund 409-Sewer System Improvements

Annual recurring projects totaling $857,000:

Slip Lining Sewer Lines

Liftstation Rehabilitation

Generator and Pump Repairs, Upgrades, and Replacements

Non-recurring projects totaling $23,517,700;

Force Main and Liftstation Project,

Retrofit of sewer lines north of Dunlawton.

Projects below the CIP threshold of $10,000 will be included as part of the annual operating budget.

Projects By Funding Source
300 General Fund Overview

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
301	Enterprise Storage Replacement-CH	5160	25,000	Reserves-General Fund	25,000	25,000	-	-	-	-
301	Battery Backup Replacements/standardization	5160	27,500	Reserves-General Fund	27,500	27,500	-	-	-	-
301	RFID Tagging for Property & Evidence	5160	30,000	Reserves-General Fund	30,000	30,000	-	-	-	-
301	Copier Upgrades	5160	32,000	Un-Funded	-	-	20,000	12,000	-	-
301	Virtual Host Replacement	5160	30,000	Un-Funded	-	-	-	-	-	30,000
302	DUMP TRAILER	5413	15,000	Un-Funded	-	-	-	15,000	-	-
302	REPLACE GENIE SCISSOR LIFT	5413	25,000	Un-Funded	-	-	25,000	-	-	-
302	REPLACE MOWER	5413	12,000	Un-Funded	-	-	12,000	-	-	-
302	REPLACE NIFTY LIFT	5413	75,000	Un-Funded	-	-	75,000	-	-	-
302	REPLACE VEHICLE 153 (CREW CAB DUMP BED)	5720	95,000	Un-Funded	-	-	-	95,000	-	-
302	REPLACE VEHICLE 147	5413	50,000	Un-Funded	-	-	-	50,000	-	-
302	REPLACE VEHICLE 152	5413	60,000	Un-Funded	-	-	-	-	60,000	-
302	REPLACE VEHICLE 170	5413	60,000	Un-Funded	-	-	-	-	-	60,000
302	REPLACE VEHICLE 175	5413	60,000	Un-Funded	-	-	-	-	-	60,000

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
305	Replacement Patrol Vehicles (2)PY	5211	123,000	Reserves-Capital Fund	123,000	123,000	-	-	-	-
305	Patrol Vehicles (3) PY	5211	207,000	Reserves-Capital Fund	207,000	207,000	-	-	-	-
305	Administration Vehicles	5210	121,000	Un-Funded	-	-	60,000	61,000	-	-
305	C.I.D. Vehicle	5211	137,000	Un-Funded	-	-	45,000	-	-	92,000
305	FARO EQUIPMENT	5211	80,000	Un-Funded	-	-	-	80,000	-	-
305	Patrol Vehicles (5)	5211	1,367,000	Reserves-General Fund	255,000	255,000	269,000	275,000	281,000	287,000
305	Rescue Vehicle (1)	5211	96,000	Un-Funded	-	-	96,000	0	-	-
308	FLORIDA SHORES REPAVE	5413	140,000	Reserves-Fuel Tax	140,000	-	40,000	100,000		-
308	OCEANS WEST BLVD REPAVE	5413	400,000	Reserves-Fuel Tax	400,000	-		100,000	150,000	150,000
308	REPAVE BETWEEN MIKES & WOODARDS	5413	40,000	Reserves-Fuel Tax	40,000	40,000	-	-	-	-
308	REPLACE STORM DRAIN BEHIND PUBLIX	5413	50,000	Reserves-General Fund	50,000	50,000	-	-	-	-
308	CROSSWALKS	5413	150,000	Un-funded	-	-	-	150,000	-	-
308	REPAVE ANDRINOPOLOUS PARKING LOT	5720	55,000	Un-funded	-	-	-	55,000	-	-
308	REPAVE MCELROY PARKING LOT	5720	65,000	Un-funded	-	-	-	65,000	-	-
308	REPAVE BEACHCOMBER PARKING LOT	5720	55,000	Un-funded	-	-	-	-	55,000	-
317	EOC Building	5412	10,500,000	HMGP-IAN (PENDING)/UN-FUNDED	2,668,700/ 7,831,300	-	4,500,000	6,000,000	-	-

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
317	EOC Building	5412	450,000	HMGP-IAN/ RESERVE-GENERAL FUND	340,200/ 109,800	450,000	-	-	-	-
317	CITY HALL AC REPLACEMENT-PY	5412	25,000	RESERVE-CAPITAL	25,000	25,000	-	-	-	-
317	CITY HALL HURRICANE SHUTTERS	5412	218,000	HMGP-NICOLE(PENDING)/ RESERVE-GENERAL FUND	110,400/ 107,600	218,000	-	-	-	-
317	FIRE BAY CO2 SYSTEM REPLACEMENT-PY	5412	75,000	RESERVE-CAPITAL	75,000	75,000	-	-	-	-
317	PS SPALLING REPAIRS-PY	5412	50,000	RESERVE-CAPITAL	50,000	50,000	-	-	-	-
317	CITY HALL STAIRWELL DOOR & FRAME	5412	12,000	RESERVE-GENERAL FUND	17,000	17,000	-	-	-	-
317	PS ANIMAL CONTROL BUILD OUT	5412	55,000	RESERVE-GENERAL FUND	55,000	55,000	-	-	-	-
317	PS ELEVATOR UPGRADE	5412	15,000	RESERVE-GENERAL FUND	15,000	15,000	-	-	-	-
317	PUBLIC SAFETY A/C REPLACEMENT	5412	100,000	RESERVE-GENERAL FUND	800,000	800,000	-	-	-	-
317	FACILITY BLDG EXPANSION	5412	2,500,000	STATE APPROPRIATION/RESERVES-GENERAL FUND	900,000/ 1,600,000	1,600,000	900,000	-	-	-
317	CITY HALL SECURITY UPGRADES	5412	100,000	RESERVE-GENERAL FUND	200,000	200,000			-	-
317	CS SPALLING REPAIRS	5412	30,000	UN-FUNDED	-	-	-	30,000	-	-
317	FACILITY BLDG SANDBLASTING/PAINTING GARAGE	5412	50,000	UN-FUNDED	-	-	-	50,000	-	-
317	FACILITY BLDG ROOF	5412	150,000	UN-FUNDED	-	-	150,000	-	-	-
317	FACILITY BLDG SPALLING REPAIR/PAINTING	5412	30,000	UN-FUNDED	-	-	-	30,000	-	-
317	FACILTY BLDG REPLACE GARAGE DOORS	5412	60,000	UN-FUNDED	-	-	-	60,000	-	-

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
317	PS ANNEX SHUTTERS	5412	30,000	UN-FUNDED	-	-	-	30,000	-	-
317	PS ANNEX EXTERIOR REHAB/PAINT	5412	30,000	UN-FUNDED	-	-	-	30,000	-	-
317	PS CARPET REPLACEMENT	5412	75,000	UN-FUNDED	-	-	-	75,000	-	-
317	PS DRYWALL REPAIRS/INTERIOR PAINTING	5412	35,000	UN-FUNDED	-	-	-	35,000	-	-
317	PS EXTERIOR REHAB/PAINT	5412	70,000	UN-FUNDED	-	-	-	70,000	-	-
317	PS FLEET INTERIOR PAINT	5412	20,000	UN-FUNDED	-	-	-	20,000	-	-
317	PS KITCHEN CABINETS REPLACED	5412	25,000	UN-FUNDED	-	-	-	25,000	-	-
322	COMMUNITY CENTER GENERATOR	5412	120,000	HMGP-IAN/RESERVES-GENERAL FUND	90,000/ 30,000	120,000	-	-	-	-
322	BEACH ACCESS-2901 S A1A	5720	25,000	RESERVES-GENERAL FUND	25,000	25,000	-	-	-	-
322	DUNE WALKOVER-St Kitts ADA ramp	5720	300,000	RESERVES-GENERAL FUND	300,000	300,000	-	-	-	-
322	DOG PARK WATER FOUNTAIN REPLACEMENT	5720	19,000	RESERVES-GENERAL FUND	19,000	19,000	-	-	-	-
322	COMMUNITY CENTER A/C REPLACEMENT	5412	100,000	UN-FUNDED	-	-	-	100,000	-	-
322	COMMUNITY CENTER EXTERIOR PAINT/REPAIR	5412	120,000	UN-FUNDED	-	-	-	120,000	-	-
322	COMMUNITY CENTER CARPET REPLACEMENT	5412	25,000	UN-FUNDED	-	-	-	25,000	-	-
322	DOG PARK FENCE REPLACEMENT	5720	40,000	UN-FUNDED	-	-	40,000	-	-	-
322	FORNARI SEAWALL	5720	50,000	UN-FUNDED	-	-	-	-	50,000	-
322	MCELROY BENCHES	5720	13,100	UN-FUNDED	-	-	-	13,100	-	-

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
322	MCELROY PARK BOCCE LIGHTS	5720	10,000	UN-FUNDED	-	-	-	10,000	-	-
322	MCELROY PARK LIGHTS	5720	20,000	UN-FUNDED	-	-	-	20,000	-	-
322	MCELROY PARK EXERCISE EQUIPMENT	5720	14,500	UN-FUNDED	-	-	-	14,500	-	-
322	REPLACE PLAYGROUND EQUIPMENT	5720	100,000	UN-FUNDED	-	-	-	100,000	-	-
322	TENNIS COURT ROLLER	5720	11,000	UN-FUNDED	-	-	-	11,000	-	-
	TOTAL		**20,660,100**		**7,935,200**	**4,726,500**	**6,732,000**	**7,926,600**	**596,000**	**679,000**

Revenue/Funding Source	TOTAL	Funded	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-	-
Local Option Fuel Tax 1 to 5 Cents	-	-	-	-	-	-	-
Local Option Fuel Tax 1 to 6 Cents (roads)	25,000	25,000	25,000	-	-	-	-
Grants:		-					
HMGP-Ian	430,200	430,200	430,200	-	-	-	-
HMGP-Ian (Pending)	2,668,700	-	-	2,668,700	-	-	-
HMGP-Nicole (pending)	110,400	110,400	110,400	-	-	-	-
State Appropriation	900,000	900,000	900,000	-	-	-	-
		-					
Reserves-General Fund	2,441,900	2,715,900	2,715,900	500,000	-	-	-
Reserves-Fuel Tax	875,000	65,000	65,000	40,000	470,000	150,000	150,000
Reserves-Capital Fund	780,000	480,000	480,000	-	-	-	-
		-					
Unfunded	14,108,600	-	-	3,523,300	7,456,600	446,000	529,000
TOTAL	**20,660,100**	**7,935,200**	**4,726,500**	**6,732,000**	**7,926,600**	**596,000**	**679,000**

301 General Improvement Fund

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE										
301	Enterprise Storage Replacement-CH	5160	Reserves-General Fund	25,000.0	25,000	25,000	-	-	-	-
301	Battery Backup Replacements/standardization	5160	Reserves-General Fund	27,500.0	27,500	27,500	-	-	-	-
301	RFID Tagging for Property & Evidence	5160	Reserves-General Fund	30,000.0	30,000	30,000	-	-	-	-
301	Copier Upgrades	5160	Un-Funded	-	32,000	-	20,000	12,000	-	-
301	Virtual Host Replacement	5160	Un-Funded	-	30,000	-	-	-	-	30,000
	TOTAL EXPENDITURES				**144,500**	**82,500**	**20,000**	**12,000**	**-**	**30,000**

FUNDING

Revenue/Funding Source	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-
Reserves-General Fund	82,500	82,500	-	-	-	-
Un-Funded	62,000	-	20,000	12,000	-	30,000
TOTAL FUNDING	**144,500**	**82,500**	**-**	**-**	**-**	**-**

302 General Vehicles & Equipment

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE										
302	DUMP TRAILER	5413	Un-Funded	-	15,000	-	-	15,000	-	-
302	REPLACE GENIE SCISSOR LIFT	5413	Un-Funded	-	25,000	-	25,000	-	-	-
302	REPLACE MOWER	5413	Un-Funded	-	12,000	-	12,000	-	-	-
302	REPLACE NIFTY LIFT	5413	Un-Funded	-	75,000	-	75,000	-	-	-
302	REPLACE VEHICLE 153 (CREW CAB DUMP BED)	5720	Un-Funded	-	95,000	-	-	95,000	-	-
302	REPLACE VEHICLE 147	5413	Un-Funded	-	50,000	-	-	50,000	-	-
302	REPLACE VEHICLE 152	5413	Un-Funded	-	60,000	-	-	-	60,000	-
302	REPLACE VEHICLE 170	5413	Un-Funded	-	60,000	-	-	-	-	60,000
302	REPLACE VEHICLE 175	5413	Un-Funded	-	60,000	-	-	-	-	60,000
	TOTAL				**452,000**	**-**	**112,000**	**160,000**	**60,000**	**120,000**

FUNDING

Revenue/Funding Source	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-
Reserves-General Fund	-		-	-	-	-
Un-Funded	452,000	-	112,000	160,000	60,000	120,000
TOTAL	**452,000**	**-**	**112,000**	**160,000**	**60,000**	**120,000**

305 Public Safety Vehicles & Equipment

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE										
305	Replacement Patrol Vehicles (2)PY	5211	Reserves-Capital Fund	123,000	123,000	123,000	-	-	-	-
305	Administration Vehicles	5210	Un-Funded	-	121,000	-	60,000	61,000	-	-
305	C.I.D. Vehicle	5211	Un-Funded	-	137,000	-	45,000	-	-	92,000
305	FARO EQUIPMENT	5211	Un-Funded	-	80,000	-	-	80,000	-	-
305	Patrol Vehicles (4)	5211	Reserves-General Fund	255,000	1,367,000	255,000	269,000	275,000	281,000	287,000
305	Patrol Vehicles (3) PY	5211	Reserves-Capital Fund	207,000	207,000	207,000	-	-	-	-
305	Rescue Vehicle (1)	5211	Un-Funded	-	96,000	-	48,000	48,000	-	-
	TOTAL				**2,131,000**	**585,000**	**470,000**	**416,000**	**281,000**	**379,000**

FUNDING						
Revenue/Funding Source	**TOTAL**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Ad Valorem Taxes	-	-	-	-	-	-
Reserves-General Fund	255,000	255,000	-	-	-	-
Reserves-Capital Fund	330,000	330,000	-	-	-	-
Un-Funded	1,546,000	-	470,000	416,000	281,000	379,000
TOTAL	**2,131,000**	**585,000**	**470,000**	**416,000**	**281,000**	**379,000**

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE										
308	CROSSWALKS	5413	Un-funded	-	150,000	-	-	150,000	-	-
308	FLORIDA SHORES REPAVE	5413	Reserves-Fuel Tax	140,000	140,000	-	40,000	100,000	-	-
308	OCEANS WEST BLVD REPAVE	5413	Reserves-Fuel Tax	400,000	400,000	-	-	100,000	150,000	150,000
308	REPAVE ANDRINOPOLOUS PARKING LOT	5720	Un-funded	-	55,000	-	-	55,000	-	-
308	REPAVE MCELROY PARKING LOT	5720	Un-funded	-	65,000	-	-	65,000	-	-
308	REPAVE BEACHCOMBER PARKING LOT	5720	Un-funded	-	55,000	-	-	-	55,000	-
308	REPAVE BETWEEN MIKES & WOODARDS	5413	Reserves-Fuel Tax	40,000	40,000	40,000	-	-	-	-
308	REPLACE STORM DRAIN BEHIND PUBLIX	5413	Reserves-General Fund	50,000	50,000	50,000	-	-	-	-
	TOTAL EXPENDITURES				**955,000**	**90,000**	**40,000**	**470,000**	**205,000**	**150,000**

FUNDING

Revenue/Funding Source	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-
Local Option Fuel Tax 1 to 5 Cents	-	-	-	-	-	-
Local Option Fuel Tax 1 to 6 Cents (roads)	25,000	25,000	-	-	-	-
Reserves-General Fund	-	-	-	-	-	-
Reserves-Fuel Tax	875,000	65,000	40,000	470,000	150,000	150,000
Un-funded	55,000	-	-	-	55,000	-
TOTAL FUNDING	**955,000**	**90,000**	**40,000**	**470,000**	**205,000**	**150,000**

317 Facilities Renewal & Replacement

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE										
317	CITY HALL AC REPLACEMENT-PY	5412	RESERVE-CAPITAL	25,000	25,000	25,000	-	-	-	-
317	CITY HALL HURRICANE SHUTTERS	5412	HMGP-NICOLE(PENDING)/ RESERVE-GENERAL FUND	110,400/ 107,600	218,000	218,000	-	-	-	-
317	CITY HALL SECURITY UPGRADES	5412	RESERVE-GENERAL FUND	200,000	200,000	200,000	-	-	-	-
317	CITY HALL STAIRWELL DOOR & FRAME	5412	RESERVE-GENERAL FUND	17,000	17,000	17,000	-	-	-	-
317	CS SPALLING REPAIRS	5412	UN-FUNDED	-	30,000	-	-	30,000	-	-
317	EOC Building	5412	HMGP-IAN/ RESERVE-GENERAL FUND	340,200/ 109,800	450,000	450,000	-	-	-	-
317	EOC Building	5412	HMGP-IAN (PENDING)/UN-FUNDED	2,668,700/7,831,300	10,500,000	-	4,500,000	6,000,000	-	-
317	FACILITY BLDG EXPANSION	5412	STATE APPROPRIATION/RESERVES-GENERAL FUND	900.000/ 1,600,000	2,500,000	1,600,000	900,000	-	-	-
317	FACILITY BLDG SANDBLASTING/PAINTING GARAGE	5412	UN-FUNDED	-	50,000	-	-	50,000	-	-
317	FACILITY BLDG ROOF	5412	UN-FUNDED	-	150,000	-	150,000	-	-	-
317	FACILITY BLDG SPALLING REPAIR/PAINTING	5412	UN-FUNDED	-	30,000	-	-	30,000	-	-
317	FACILTY BLDG REPLACE GARAGE DOORS	5412	UN-FUNDED	-	60,000	-	-	60,000	-	-
317	FIRE BAY CO2 SYSTEM REPLACEMENT-PY	5412	RESERVE-CAPITAL	75,000	75,000	75,000	-	-	-	-

FUND	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
317	PS ANNEX SHUTTERS	5412	UN-FUNDED	-	30,000	-	-	30,000	-	-
317	PS ANNEX EXTERIOR REHAB/PAINT	5412	UN-FUNDED	-	30,000	-	-	30,000	-	-
317	PS ANIMAL CONTROL BUILD OUT	5412	RESERVE-GENERAL FUND	55,000	55,000	55,000	-	-	-	-
317	PS CARPET REPLACEMENT	5412	UN-FUNDED	-	75,000	-	-	75,000	-	-
317	PS DRYWALL REPAIRS/INTERIOR PAINTING	5412	UN-FUNDED	-	35,000	-	-	35,000	-	-
317	PS ELEVATOR UPGRADE	5412	RESERVE-GENERAL FUND	15,000	15,000	15,000	-	-	-	-
317	PS EXTERIOR REHAB/PAINT	5412	UN-FUNDED	-	70,000	-	-	70,000	-	-
317	PS FLEET INTERIOR PAINT	5412	UN-FUNDED	-	20,000	-	-	20,000	-	-
317	PS KITCHEN CABINETS REPLACED	5412	UN-FUNDED	-	25,000	-	-	25,000	-	-
317	PS SPALLING REPAIRS-PY	5412	RESERVE-CAPITAL	50,000	50,000	50,000	-	-	-	-
317	PUBLIC SAFETY A/C REPLACEMENT	5412	RESERVE-GENERAL FUND	800,000	1,300,000	800,000	500,000	-	-	-
	TOTAL EXPENDITURES				**16,010,000**	**3,505,000**	**6,050,000**	**6,455,000**	-	**-**

FUNDING

Revenue/Funding Source	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-
Grants:	-	-	-	-	-	-
HMGP-Ian	340,200	340,200	-	-	-	-
HMGP-Ian (Pending)	2,668,700	-	2,668,700	-	-	-
HMGP-Nicole (pending)	110,400	110,400	-	-	-	-
State Appropriation	900,000	900,000	-	-	-	-
Reserves-General Fund	2,504,400	2,004,400	500,000	-	-	-
Reserves-Capital Fund	150,000	150,000	-	-	-	-
Un-funded	9.336.300	-	2,881,300	6,455,000	-	-
TOTAL FUNDING	**16,010,000**	**3,505,000**	**6,050,000**	**6,455,000**	**-**	**-**

322 Leisure Services Capital

FUND EXPENDITURE	PROJECT	DEPT	FUNDING SOURCE	FUNDING	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
322	COMMUNITY CENTER A/C REPLACEMENT	5412	UN-FUNDED	-	100,000	-	-	100,000	-	-
322	COMMUNITY CENTER GENERATOR	5412	HMGP-IAN/RESERVES-GENERAL FUND	90,000/ 30,000	120,000	120,000	-	-	-	-
322	COMMUNITY CENTER EXTERIOR PAINT/REPAIR	5412	UN-FUNDED	-	120,000	-	-	120,000	-	-
322	COMMUNITY CENTER CARPET REPLACEMENT	5412	UN-FUNDED	-	25,000	-	-	25,000	-	-
322	DUNE WALKOVER-St Kitts ADA ramp	5720	RESERVES-GENERAL FUND	300,000	300,000	300,000	-	-	-	-
322	DOG PARK FENCE REPLACEMENT	5720	UN-FUNDED	-	40,000	-	40,000	-	-	-
322	DOG PARK WATER FOUNTAIN REPLACEMENT	5720	RESERVES-GENERAL FUND	19,000	19,000	19,000	-	-	-	-
322	FORNARI SEAWALL	5720	UN-FUNDED	-	50,000	-	-	-	50,000	-
322	MCELROY BENCHES	5720	UN-FUNDED	-	13,100	-	-	13,100	-	-
322	MCELROY PARK BOCCE LIGHTS	5720	UN-FUNDED	-	10,000	-	-	10,000	-	-
322	MCELROY PARK LIGHTS	5720	UN-FUNDED	-	20,000	-	-	20,000	-	-
322	MCELROY PARK EXERCISE EQUIPMENT	5720	UN-FUNDED	-	14,500	-	-	14,500	-	-
322	REPLACE PLAYGROUND EQUIPMENT	5720	UN-FUNDED	-	100,000	-	-	100,000	-	-
322	TENNIS COURT ROLLER	5720	UN-FUNDED	-	11,000	-	-	11,000	-	-
	TOTAL EXPENDITURES				**967,600**	**464,000**	**40,000**	**413,600**	**50,000**	**-**

FUNDING

Revenue/Funding Source	TOTAL	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Ad Valorem Taxes	-	-	-	-	-	-
Grant:	-	-	-	-	-	-
HMGP-Ian	90,000	90,000	-	-	-	-
Reserves-General Fund	374,000	374,000	-	-	-	-
Reserves-Capital Fund	-	-	-	-	-	-
Un-funded	503,600	-	40,000	413,600	50,000	-
TOTAL FUNDING	**967,600**	**454,000**	**40,000**	**413,600**	**50,000**	**-**

400 Sewer Capital Fund Overview

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	FUNDING	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
408	200 KW GENERATOR (2)	5350	150,000	Sewer Revenue	150,000	150,000	-	-	-	-
408	REPLACE VEH 107 BUCKET TRUCK	5350	180,000	Sewer Revenue	180,000	180,000	-	-	-	-
408	VEHICLE 161 REPLACEMENT	5350	45,000	Sewer Revenue	45,000	45,000	-	-	-	-
409	MANHOLE REPLACEMENT	5350	1,000,000	HMGP-MILTON) PENDING/SAHM(PENDING)	1,000,000	-	1,000,000	-	-	-
409	STATION 6,7,9,10 GENERATOR REPLACEMENT	5350	475,000	HMGP-NICOLE (PENDING)/SAHM(PENDING)	396,700/ 78,300	475,000	-	-	-	-
409	STATION 5 SPARE PUMP	5350	132,000	Reserves-Capital	-	132,000	-	-	-	-
409	ENGINEERING-3 PROJECTS	5350	2,451,300	Reserves-Capital/SAHM (PENDING)	1,651,300/ 800,000	2,451,300	-	-	-	-
409	MASTER REHABILITATION	5350	341,800	SAFHI/SRFL	341,800	341,800	-	-	-	-
409	MASTER REHABILITATION STATION 5	5350	3,024,200	SAFHI/SRFL	-	-	3,024,200	-	-	-
409	REHABILITATION STATION	5350	200,000	SAFHI/SRFL	200,000	200,000	-	-	-	-
409	RENOVATIONS STATION	5350	9,601,900	SAFHI/SRFL	9,601,900	9,601,900	-	-	-	-
409	RENOVATIONS FORCEMAIN	5350	1,382,100	SAFHI/SRFL	-	-	1,382,100	-	-	-
409	PROJECT-PHASE 1	5350	3,000,000	SAHM(PENDING)		-	3,000,000	-	-	-

FUND	PROJECT	DEPT	TOTAL EXPENDITURE	FUNDING SOURCE	FUNDING	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
409	FORCEMAIN PROJECT-PHASE 1	5350	6,000,000	TRANSFORM 386/SAHM(PENDING)	3,709,700/ 2,290,300	6,000,000	-	-	-	-
409	MANHOLE REPLACEMENT	5350	4,922,700	TRANSFORM 386/SAHM(PENDING)	1,907,000/ 3,015,700	4,922,700	-	-	-	-
409	SLIP LINING SEWER LINES	5350	1,250,000	UN-FUNDED	-	250,000	250,000	250,000	250,000	250,000
	TOTAL		**34,156,000**			**24,749,700**	**8,656,300**	**250,000**	**250,000**	**250,000**

Revenue/Funding Source		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Sewer Revenues	375,000	375,000	-	-	-	-
Grants:						
HMGP-Nicole (Pending)	396,700	396,700	-	-	-	-
HMGP-Milton (pending)	-	-	-	-	-	-
Transform 386-Sewer Improvements/Retrofit	1,907,000	1,907,000	-	-	-	-
Transform 386-Liftstations/Forcemain	3,709,700	3,709,700	-	-	-	-
SAHM/SRFL (Pending)	10,434,300	6,434,300	4,000,000	-	-	-
SAFHI/SRFL	14,550,000	10,143,700	4,406,300	-	-	-
Reserves-Capital Fund	1,783,300	1,783,300	-	-	-	-
Unfunded	1,000,000	-	250,000	250,000	250,000	250,000
TOTAL FUNDING	**34,156,000**	**28,490,100**	**11,127,300**	**250,000**	**250,000**	**250,000**

408 Sewer Vehicle & Equipment Replacements

FUND	PROJECT	DEPT	TOTAL EXPENDITURES	FUNDING SOURCE	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
EXPENDITURE									
408	200 KW GENERATOR (2)	5350	150,000	Sewer Revenue	150,000	-	-	-	-
408	REPLACE VEH 107 BUCKET TRUCK	5350	180,000	Sewer Revenue	180,000	-	-	-	-
408	VEHICLE 161 REPLACEMENT	5350	45,000	Sewer Revenue	45,000	-	-	-	-
	TOTAL EXPENDITURES		**375,000**		**375,000**	**-**	**-**	**-**	**-**

		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
FUNDING						
	Revenue/Funding Source					
	Sewer Revenues	375,000	375,000	-	-	-
	Reserves-Sewer Fund	-	-	-	-	-
	Reserves-Capital Fund	-	-	-	-	-
	Unfunded	-	-	-	-	-
	TOTAL FUNDING	**375,000**	**375,000**	**-**	**-**	**-**

409 Sewer System Improvements

FUND EXPENDITURE	PROJECT	DEPT	TOTAL EXPENDITURES	FUNDING SOURCE	FUNDING	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
409	ENGINEERING-3 PROJECTS	5350	2,451,300	Reserves-Capital/SAHM (PENDING)	1,651,300/ 800,000	2,451,300	-	-	-	-
409	FORCEMAIN PROJECT-PHASE 1	5350	6,000,000	TRANSFORM 386/SAHM(PENDING)	3,709,700/ 2,290,300	6,000,000	-	-	-	-
409	FORCEMAIN PROJECT-PHASE 1	5350	3,000,000	SAHM(PENDING)	-	3,000,000	-	-	-	-
409	MASTER REHABILITATION	5350	341,800	SAFHI/SRFL	341,800	341,800	-	-	-	-
409	MASTER REHABILITATION	5350	3,024,200	SAFHI/SRFL	-	-	3,024,200	-	-	-
409	STATION 5 REHABILITATION	5350	200,000	SAFHI/SRFL	200,000	200,000	-	-	-	-
409	STATION RENOVATIONS	5350	9,601,900	SAFHI/SRFL	9,601,900	9,601,900	-	-	-	-
409	STATION RENOVATIONS	5350	1,382,100	SAFHI/SRFL	-	-	1,382,100	-	-	-
409	MANHOLE REPLACEMENT	5350	4,922,700	TRANSFORM 386/SAHM(PENDING)	1,907,000/ 3,015,700	4,922,700	-	-	-	-
409	MANHOLE REPLACEMENT	5350	1,000,000	HMGP-MILTON)PENDING/ SAHM(PENDING)	1,000,000	-	1,000,000	-	-	-
409	STATION 6,7,9,10 GENERATOR REPLACEMENT	5350	475,000	HMGP-NICOLE(PENDING)/SAHM(PENDING)	396,700/ 78,300	475,000	-	-	-	-
409	SLIP LINING SEWER LINES	5350	1,250,000	UN-FUNDED	-	250,000	250,000	250,000	250,000	250,000
409	STATION 5 SPARE PUMP	5350	132,000	Reserves-Capital	-	132,000	-	-	-	-
	TOTAL EXPENDITURES		**33,781,000**			**24,374,700**	**8,656,300**	**250,000**	**250,000**	**250,000**

FUNDING

Revenue/Funding Source			2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Sewer Revenues	-		-	-	-	-	-
Grants:	-		-	-	-	-	-
HMGP-Nicole (Pending)	396,700		396,700	-	-	-	-
HMGP-Milton (pending)	3,471,000	This may not be needed	-	3,471,000	-	-	-
Transform 386-Sewer Improvements/Retrofit	1,907,000		1,907,000	-	-	-	-
Transform 386-Liftstations/Forcemain	3,709,700		3,709,700	-	-	-	-
SAHM/SRFL (Pending)	10,434,300	Grant request is $12,500,00	6,434,300	4,000,000	-	-	-
SAFHI/SRFL	14,550,000		10,143,700	4,406,300	-	-	-
Reserves-Sewer Fund	-		-	-	-	-	-
Reserves-Capital Fund	1,783,300		1,783,300	-	-	-	-
Unfunded	1,000,000		-	250,000	250,000	250,000	250,000
TOTAL FUNDING	**37,252,000**		**24,374,700**	**8,656,300**	**250,000**	**250,000**	**250,000**

FLC
FLORIDA LEAGUE OF CITIES

August 11, 2025

Mayor Nancy J. Miller
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118-6002

Dear Mayor,

Congratulations on achieving a Gold Florida League of Cities Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

Your points were tabulated from July 2024 to July 2025 and included webinars, online trainings and in-person events such as FLC's various conferences. For more information on how points are earned, please visit *flcities.com/certificate*. We hope you are already planning next year's activities to move up or maintain your status!

If you have any questions regarding the Certificate Program for Elected Municipal Officials, please contact Christen Dangro at *cdangro@flcities.com*.

Again, congratulations and thank you for supporting FLC's educational programs!

Sincerely,

Michael C. Blake

Michael C. Blake
President
Florida League of Cities, Inc.
Mayor, City of Cocoa

Certificate Program for
Elected Municipal Officials
2024-2025

Gold Certificate of Excellence

GOLD

Certificate of EXCELLENCE

Nancy J. Miller

Mayor

City of Daytona Beach Shores

FLC

FLORIDA LEAGUE OF CITIES

MINUTES
CITY COMMISSION MEETING
August 5, 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 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.

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

Director Nancy Maddox presented Kim Smith with her 20-year service award.

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

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the three sets of City Commission Minutes as presented.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Public Safety 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

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD 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 2025-08: Voluntary Annexation, 2920 S. Peninsula Drive

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein gave a brief staff report stating that there were no changes since the first reading. Aerial views of the property were shown and it was noted that all state requirements had been met.
VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Ordinance 2025-08 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. NEW BUSINESS:

A. Economic Development Lease Subsidy Grant Application - Mythos Brew

Community Engagement Director, Nancy Maddox, presented the grant application to the commission. The applicant is a new coffee shop that will be open seven days a week. Their hours would include breakfast, lunch and dinner. The Economic Development Committee met and recommended the following: 25% reimbursement for the first year, 15% for the second year and 10% for the third and final year.
COMMISSIONER MARK CARD moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the Economic Development Lease Subsidy Grant Application for Mythos Brew.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

City Manager Swartzlander gave an update on the sand refurbishment project. It is going very well south of Sunglow Pier and plantings are now in place. He also explained that Frank Rendon Park will be closed for approximately 6 months beginning next week for renovations.

12. COMMISSION COMMENTS:

Comm. Dembinsky asked to be excused from the next meeting. He is available to call in and participate. Comm. Card stated that he had attended the swearing-in ceremony for Public Safety Officers. Vice Mayor Politis was recently asked if the city has a pre-storm checklist. After a brief discussion, staff will prepare a presentation for the next commission meeting on storm preparedness. Comm. Conomos will also be excused from the next meeting. He explained that the local TPO is participating in the national campaign to "Stop on Red" for the month of August. This is to help prevent red light running. Mayor Miller gave an update on future events.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Betty Prikryl inquired if there were decorating standards for the Oceans 25 townhomes patios. It seems that the homes she can view have been decorated in various fashions. She would prefer them to all have the same appearance.

Sandy Cook spoke regarding the lease subsidy program. She stated that she was a part of the committee to assist with the guidelines for the program. She felt if the proposed hours of the business changed and were reduced, the reimbursement amount should be also be adjusted. She felt consistent hours were a must for accountability.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items recommended for the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:31 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
August 20, 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 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.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. City Manager Resignation - Next Steps

City Manager Kurt Swartzlander tendered his resignation and will be leaving October 14th. City Attorney Vose instructed the commission to: 1) appoint an Acting City Manager to work closely with Kurt so the transition will be smooth and 2) decide on the recruiting method for the replacement.
COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to accept the resignation from City Manager Kurt Swartzlander.
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

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Appoint Michael Fowler as interim City Manager and provide a contract on the next City Commission 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

Attorney Vose will work on the contract with Director Fowler. There was discussion on where to advertise for the City Manager position and whether to hire a firm to handle reviewing the resumes. The commission was in agreement that a professional ad needs to be created that describes the city's attributes, minimum qualifications and generous benefit package. There was discussion regarding the region(s) to target with the advertisement. It was mentioned that once the ad was posted, anyone searching the internet for Florida City Manager positions could see it and apply. Although wanting to have the minimum qualifications listed in the advertisement, there was no further discussion on this. Attorney Vose will send sample ads from other cities her firm handles. Mayor Miller requested that Vice Mayor Politis take the lead on the search, and he agreed to do so. The commission felt it was also important to include the Department Directors in the review process. There are local consultants that could assist in the search process.

B. Senate Bill 180 County Request

Mayor Miller provided a short background on the agenda item. During the last legislative session, SB 180 was voted on and signed into law. Many municipalities feel the language in the bill goes against

home rule when it comes to development. The city received a letter from the County Chair asking for support for two proposed amendments to the bill. There are a few cities in the state that have filed a lawsuit against the state. The city does not wish to be included in the lawsuit nor does it support a special session of the legislators.
Audience member Mike Poniatowski spoke. He explained that even though the bill may not affect the city directly, it does affect others in Volusia County. He encouraged the city to join the lawsuit against the state as he wants homeowners to protect home rule.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to support the two amendments proposed by the County of Volusia regarding SB 180 and to allow Mayor Miller to sign a letter of support.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

C. Resolution 2025-14: Authorizing The City Manager To Enter Agreements To Accept Properties Acquired Through The Applicable Housing And Urban Development Community Disaster Block Grant-Disaster Recovery Programs

The City Attorney read the resolution by title only. Community Services Director Stewart Crus explained that the county had received funding to purchase single-family homes in flood-prone areas that had been affected by the recent hurricanes. Even though the city did not have any homes that qualified, the county requested all cities adopt a resolution in support of the program.
VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2025-14 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

4. CITY ATTORNEY COMMENTS
There were no additiona City Attorney comments.

5. CITY MANAGER COMMENTS
There were no additional City Manager comments.

6. COMMISSION COMMENTS:
Mayor Miller announced the upcoming free concert on Friday evening. She also reminded the audience that Coffee with the Mayor would start again in September.

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

8. ADJOURNMENT:
The meeting ended at 5:18 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

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 JULY 2025

	Jul-25	25/YTD	Jul-24	24/YTD
Police Related Calls	2,352	17,529	2,024	10,673
Fire Related Calls	116	592	92	488
Rescue Related Calls	71	464	80	432
Fire Related Alarms Sounding	25	153	23	162
Traffic Citations	213	1,620	171	1,413
Written Warnings	84	607	180	775
Building Inspections	66	480	36	309
Arrests: Adults	18	210	17	158
Juveniles	0	5	0	4
City Ordinance Charges	0	3	0	2
Florida State Statute Charges	21	247	19	191
Accidents: Total	33	142	20	98
Street/Highway	9	53	13	53
Parking Lot	24	79	7	45

Michael Fowler, Public Safety Director

8.8.25

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-07-01 through 2025-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	519	22.07 %	16.74
TRAFFIC STOP	TS	426	18.11 %	13.74
EXTRA PATROL	EP	349	14.84 %	11.26
PROPERTY CHECK	PRC	178	7.57 %	5.74
TELEPHONE HANDLE	THC	65	2.76 %	2.10
ZONE ACCOUNTABILITY PATR	ZAP	64	2.72 %	2.06
SUSP PERSON	SPER	50	2.13 %	1.61
RADAR	RADAR	46	1.96 %	1.48
MEDICAL EMERGENCY	MED1	43	1.83 %	1.39
SUSP VEHICLE	SVEH	35	1.49 %	1.13
SUSP INCIDENT	SINC	29	1.23 %	0.94
SUSPECT STOP	SS	24	1.02 %	0.77
FIRE ALARM	ALARMF	23	0.98 %	0.74
INVESTIGATION	INV	23	0.98 %	0.74
DISTURBANCE	DIST	19	0.81 %	0.61
MVA	MV	19	0.81 %	0.61
TOWED VEHICLE	TOW	18	0.77 %	0.58
WALKUP	WALKUP	17	0.72 %	0.55
ELEVATOR CALL	ELEV	16	0.68 %	0.52
SPECIAL DETAIL	SDL	15	0.64 %	0.48
TRESPASSERS	TRES	15	0.64 %	0.48
BLS - MED/TRAUMA	BLS3	14	0.60 %	0.45
DIRECTED PATROL REQUEST	DPR	14	0.60 %	0.45
FALL - NON EMERGENCY	TRAU3	14	0.60 %	0.45
HIT&RUN MVA	MVHR	13	0.55 %	0.42
TRAUMA EMERGENCY	TRAU1	12	0.51 %	0.39
BUSINESS ALARM	ALARMB	11	0.47 %	0.35
RECKLESS DRIVER	RD	10	0.43 %	0.32
THEFT	THEFT	10	0.43 %	0.32
WALK & TALK	WT	10	0.43 %	0.32
ANIMAL COMPLAINT	AC	9	0.38 %	0.29
MENTALLY ILL PER	MIP	9	0.38 %	0.29
STROKE / CVA	CVA	9	0.38 %	0.29
TEST LE CALL	TEST	9	0.38 %	0.29
911 CK/OPEN LINE	911CK	8	0.34 %	0.26
DRUNK PERSON	IP	8	0.34 %	0.26
FLAG DOWN	FLAG	8	0.34 %	0.26
FOUND PROPERTY	PROPF	8	0.34 %	0.26
INFORMATION GIVEN	INFO	8	0.34 %	0.26
MEDICAL NON-EMERG	MED2	8	0.34 %	0.26
UNCONSCIOUS	UNC	8	0.34 %	0.26
WARRANT	WAR	8	0.34 %	0.26
WELL BEING CHECK	WBC	8	0.34 %	0.26
CIVIL COMPLAINT	CIVIL	7	0.30 %	0.23
DRUNK DRIVER	DUI	6	0.26 %	0.19
ILLEGAL PARKING	PARK	6	0.26 %	0.19

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-07-01 through 2025-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
NOISE	NOISE	6	0.26 %	0.19
SUICIDAL PERSON	SP	6	0.26 %	0.19
WELL BEING CHECK MEDICAL	WBCF	6	0.26 %	0.19
ASSIST AGENCY	ASSIST	5	0.21 %	0.16
ATT TO CONTACT	ATC	5	0.21 %	0.16
MEDICAL UNKNOWN	ALARMM	5	0.21 %	0.16
TRAUMA CRITICAL	TRAUE	5	0.21 %	0.16
DISABLED VEHICLE	DAV	4	0.17 %	0.13
DOMESTIC DISTURBANCE	DV	4	0.17 %	0.13
FRAUD	FRAUD	4	0.17 %	0.13
LOST PROPERTY	PROPL	4	0.17 %	0.13
VANDALISM	VAND	4	0.17 %	0.13
ASSAULT/BATTERY	ABAT	3	0.13 %	0.10
CIVIL SERVICE	CIVILS	3	0.13 %	0.10
DEAD PERSON	DEAD	3	0.13 %	0.10
ESCORT	ESCORT	3	0.13 %	0.10
FIGHT	FIGHT	3	0.13 %	0.10
FIREWORKS	FIREWK	3	0.13 %	0.10
JUVENILE	JUV	3	0.13 %	0.10
NARCOTICS	NARC	3	0.13 %	0.10
ROAD OBSTRUCTION	RDOB	3	0.13 %	0.10
SHOPLIFTING	SHOP1	3	0.13 %	0.10
CARDIAC ARREST	CPR	2	0.09 %	0.06
FIRE OUTSIDE STRUCTURE	FOS	2	0.09 %	0.06
HAZARDOUS COND	HZM	2	0.09 %	0.06
MISC FIRE SERVICE CALL	MISCF	2	0.09 %	0.06
MVA W/ INJURIES	MVI	2	0.09 %	0.06
SEX OFFENSE	SO	2	0.09 %	0.06
ABUSE	ABUSE	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
BURGLARY ALARM	ALARM	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
DANGEROUS COND FD	DCFD	1	0.04 %	0.03
DAV LOCKOUT	DAVL	1	0.04 %	0.03
HAZ COND/MAJOR INC	HZMMI	1	0.04 %	0.03
HOUSE WATCH	HW	1	0.04 %	0.03
LOST CHILD	CHILDL	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MVA MAJOR	MVMI	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
OPEN DOOR	OPD	1	0.04 %	0.03
PANIC ALARM	ALARMP	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-07-01 through 2025-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
PRISONER TRANS	PT	1	0.04 %	0.03
REPOSSESSED VEH	REPO	1	0.04 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03
STALKING	STALK	1	0.04 %	0.03
STOLEN VEHICLE	SV1	1	0.04 %	0.03
VESSEL FIRE	BOATF	1	0.04 %	0.03
	TOTAL CALLS:	**2,352**	**100.00%**	**75.87**

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

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

TRAINING SEMINARS ATTENDED

Month of July 2025

Bill Phillips	*7/7-9*	*G-300* *EOC*
Chris Wolfla	*7/14-17*	*CJIS conference* *Orlando*
Jack Ransom	*7/16-18*	*Assisting individuals* *In crisis-online*
Peyton Carmon *Zachary Ignoffo* *Anthony Compierchio*	*7/28-8/1*	*Field Training officer* *DSC*
Bill Phillips	*7/28-8/1*	*Criminal Investigations* *Using cellular-St John's SO*

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	3
HAZARDOUS CONDITIONS	6	18	17
VEHICLE FIRES	0	1	1
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	2	6	10
VEHICLE CRASHES W/ENGINE RESPONSE	1	6	7
SERVICE CALLS	90	359	419
FIRE ALARMS	25	105	179
CANCELLED EN ROUTE	17	74	126
TOTALS	141	569	763

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	3	8	17	38	29	39
HOTEL/MOTEL	2	8	22	13	23	26
ASSEMBLY	0	0	3	1	1	0
MERCANTILE	1	4	13	19	30	13
RESTAURANT	2	4	10	5	10	5
BUSINESS	10	5	54	17	72	16
OTHER	13	0	86	3	78	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	2	4	29	20	33	21
TOTALS	33	33	234	116	276	120

PLANS EXAMINATION HOURS: 10 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	28	172	262
BLS CALLS	43	292	241
TOTALS	71	464	503

Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
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MONTHLY REPORT FOR JULY 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 fuel filter	**veh # E77**
Replace tire pressure sensor	**veh #161**
Replace headlamp	**veh #171**
Replace front caliper & bracket	**veh #154**
Replace rear caliper & bracket	**veh #154**
Replace front wheel assembly	**veh #154**

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 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 - July 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

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

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

FACILITIES MAINTENANCE DIVISION:

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

Additionally, this month:

- Community Center: AC problems, replaced water cooler
- Public Safety: AC issues, refrigerator replacement, ice machine repair and replacement, replaced ceiling tiles, hung dry erase board and clean up in evidence area, unclogged storm drains, supervised overhead door replacement

- City Hall: Prepped for, supervised the work, cleaned up after for all three department bathroom floors replacement, painted third floor bathroom walls, moved around HR office furniture twice, installed new payment box for Finance Department

PARKS / STREETS DIVISION:

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

Normal monthly duties:

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

Additionally, this month:

- Replace door handles Fornari Park
- Attended clay court training
- Repaired water fountain in tennis area
- Deep cleaned walls in five park bathrooms
- Removed tree stumps near the tennis courts
- Fixed playground gate at McElroy
- Prepared park for food truck event
- Replaced battery and air filter on Kubota

- Installed safety bollards at McElroy Park
- Repaired handrail at St Croix beach access walkover

Electrician:

- Electrical Locates: 78
- Worked on jail lighting
- Moved strip lights in fleet
- Looked at repairs on pump motor at Sewer Lift Station 3
- Continued work on broken streetlights and turtle light shields
- Looked at problem with Sewer Lift Station 9
- Fixed emergency lights on 1st and 2nd floor at the Public Safety Department
- Finished running conduit and pulling wire for new fleet lift
- Work started on pavilion rope lighting replacement

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 – 107
- Sewer credit meter read - 0
- Fixed pump 2 water solenoid at Master Lift Station
- Rechecked grease traps in the city

- Supervised repairs at Sewer Lift Stations 8 and 11
- Escorted surveyors around the different stations
- Fixed the cleanout at 2906-2908 Riverpoint Drive
- Met manufacturer at Station 1 for recall on the vactron
- Fixed a broken sewer pipe at Station 13
- Installed lights on utility gator
- Set up bypass, fixed and reconnected pump at Station 9
- Cleaned out storm drains on Oceans West Boulevard

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

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1

Submitted this Fiscal Year: 8

Approved by Staff this Month: 0

Approved by Staff this Fiscal Year: 1

Approved by City Commission this Month: 0

Approved by City Commission this Fiscal Year: 1

Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Hawaiian Inn	2301 South Atlantic Avenue	7/1	Replace (7) condensers and (6) air handlers	$58,000.00	$577.49
Kodra Residence	2737 South Atlantic Avenue	7/1	Rewire house	$14,000.00	$109.00
Hanzel Residence	3311 South Atlantic Avenue, Unit 303	7/1	Change out 4 ton air handler and 5 ton condenser	$14,900.00	$169.74
Public Works	11 Bellemeade Avenue	7/2	Concrete repairs and painting	$28,645.08	$0.00
Gulledge Residence	2055 South Atlantic Avenue, Unit 208	7/7	Change out 4 ton heat pump system	$12,000.00	$143.50
Wilson Residence	3047 South Atlantic Avenue, Unit 901	7/7	Tub to shower conversion	$13,000.00	$152.50
Ocean Vistas	1925 South Atlantic Avenue	7/7	Change out (1) 2nd floor hallway unit, (1) lobby unit	$26,010.00	$272.54
Morse Residence	2967 South Atlantic Avenue, Unit 503	7/7	Change out 3.5 ton heat pump system	$10,162.00	$126.95
Coberly Residence	3023 South Atlantic Avenue, Unit 906	7/7	Change out 2 ton HVAC system	$14,711.00	$168.00
Lightfine Residence	2977 Sea Oats Circle	7/8	Remove and replace 9 windows	$11,547.00	$139.42
Davidson Residence	2425 South Atlantic Avenue, Unit 1905	7/9	Replace kitchen cabinets and counter tops	$18,000.00	$198.34
Rauch Residence	3815 South Atlantic Avenue, Unit 404	7/9	Remodel kitchen and master bathroom	$29,265.00	$303.56

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Kodra Residence	2737 South Atlantic Avenue	7/9	Re pipe house	$12,000.00	$97.00
Oceans Cloverleaf South	3 Oceans West Boulevard	7/10	Replace diesel generator	$18,000.00	$348.34
Partin Residence	3875 South Atlantic Avenue	7/11	Install coquina rock, fill sand, and CMU garden wall	$19,675.00	$213.79
Edwards Residence	2959 Oceans Trace	7/11	Replace 17 windows and 1 door, size for size	$41,492.00	$420.13
Barton Residence	2937 South Atlantic Avenue, Unit 208	7/11	Replace 3 sliding glass doors, size for size	$26,550.00	$277.69
Ocean Haze LLC	2425 South Atlantic Avenue, Unit 401	7/11	Replace 5 sliding glass doors, size for size	$28,177.00	$293.20
Firm Eight Properties LLC	2855 South Atlantic Avenue, Unit 603	7/11	Replace 4 windows and 3 doors, size for size	$31,270.00	$322.68
Barber Residence	2937 South Atlantic Avenue, Unit 402	7/11	Replace 3 sliding glass doors, size for size	$26,550.00	$277.69
Firm Eight Properties, LLC	2855 South Atlantic Avenue, Unit 602	7/11	Replace 3 windows and 2 doors, size for size	$23,788.00	$251.73
Voorn Residence	3855 South Atlantic Avenue, Unit 1103	7/14	Install kitchen cabinets, vanities in 2 bathrooms	$53,760.00	$537.07
Ambrose Wellness Studio	3278 South Atlantic Avenue	7/14	Build out studio, install drywall, correct bathroom	$77,300.00	$1,593.26
Ambrose Wellness Studio	3278 South Atlantic Avenue	7/14	Correct electrical to building	$14,000.00	$109.00
Ambrose Wellness Studio	3278 South Atlantic Avenue	7/14	Install A/C system and ductwork	$14,000.00	$109.00
Larner Residence	2947 South Atlantic Avenue, Unit 906	7/14	Remove and replace 6 windows	$21,079.00	$226.73
Captiva Condo	3801 South Atlantic Avenue	7/15	Repair cracks, fill joints and repair spalls on seawall	$26,500.00	$277.21
Oceans Atrium One	3013 South Atlantic Avenue	7/15	Replace 3 windows with impact glass	$16,000.00	$179.89
Van Derven Residence	3838 South Atlantic Avenue	7/16	Replace 2 windows and front door	$11,000.00	$134.50
Perennial Vacation Club	2525 South Atlantic Avenue	7/18	Refinish pool surface, update main drain cover, retile	$25,000.00	$262.91
Palma House	3100 South Atlantic Avenue	7/18	Copy changes to existing wall signs	$11,479.00	$138.81
Ocean Breeze	2617 South Atlantic Avenue	7/18	Replace windows	$52,000.00	$520.29
Oceans Cloverleaf South	3 Oceans West Boulevard	7/21	Install conduit via hand trench and 3 handholes	$108,034.12	$1,204.43
Ashby Residence	3750 South Atlantic Avenue, Unit 5A	7/21	Change out 2 ton HVAC system	$12,599.00	$148.89
Yerkers Residence	144 Florida Shores Boulevard	7/21	Change out 2.5 ton HVAC system	$14,000.00	$161.50
Cabrie Residence	3865 South Atlantic Avenue	7/22	Repair existing wood deck, replace carport ceiling	$14,912.00	$169.84
Perennial Vacation Club	2525 South Atlantic Avenue	7/22	Install 2 commercial tankless gas water heaters	$11,800.00	$95.80

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Helmick Residence	2823 South Atlantic Avenue	7/22	Replace 12 windows and mulls, size for size	$31,372.00	$323.64
Anderson Residence	3010 South Peninsula Drive	7/24	Replace existing garage door	$12,500.00	$148.00
Curran Shores North	3615 South Atlantic Avenue	7/24	Install 18 new garage doors	$31,000.00	$320.11
Kief Residence	3311 South Atlantic Avenue, Unit 1404	7/24	Replace 13 windows, size for size	$25,370.98	$266.45
Akers Residence	2937 South Atlantic Avenue, Unit 401	7/29	Replace 4 sliding glass doors, size for size	$35,900.00	$366.82
Schmidt Residence	2937 South Atlantic Avenue, Unit 2005	7/29	Replace 2 sliding glass doors, size for size	$17,950.00	$197.88
Beilke Residence	2937 South Atlantic Avenue, Unit 1906	7/29	Replace 2 sliding glass doors, size for size	$17,750.00	$196.03
Kleemeyer Residence	2937 South Atlantic Avenue, Unit 1105	7/29	Replace 2 sliding glass doors, size for size	$18,250.00	$200.64
Bodami Residence	3797 South Atlantic Avenue, Unit 102	7/30	Install hurricane shutters on 2 sliding glass doors	$15,600.00	$176.20
Hawes Residence	3797 South Atlantic Avenue, Unit 601	7/30	Install hurricane shutters on 2 sliding glass doors	$15,600.00	$176.20
Holt Residence	3797 South Atlantic Avenue, Unit 502	7/30	Install hurricane shutters on 2 sliding glass doors	$15,600.00	$176.20
Gully Residence	3797 South Atlantic Avenue, Unit 701	7/30	Install hurricane shutters on 2 sliding glass doors	$15,600.00	$176.20
Daytona Seabreeze	3125 South Atlantic Avenue	7/31	Repairs to the seawall and beach stairs	$110,000.00	$1,073.18
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	$1,323,698.18	$14,529.97

Building Division Revenue by Permit Category:

PERMIT TYPE	JULY 2025	FISCAL YEAR-TO-DATE 2024 TO 2025	JULY 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
BUILDING	$14,592.02	$224,436.68	$9,273.18	$185,661.29
ROOF	$572.65	$41,894.59	$3,444.60	$28,837.00
DEMOLITION	$125.00	$125.00	$0.00	$340.00
ELECTRICAL	$3,325.52	$40,437.05	$1,784.50	$24,833.29
MECHANICAL	$3,853.52	$43,437.99	$2,495.70	$42,187.32
PLUMBING	$3,720.75	$32,646.30	$3,310.00	$43,854.51
SIGN	$397.22	$2,388.88	$421.11	$3,285.37
POLITICAL SIGN BONDS	$0.00	$0.00	$0.00	$660.00
STORMWATER MANAGEMENT	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS	$235.00	$3,253.44	$65.25	$2,469.62

DEVELOPMENT FEES	$435.00	$3,090.00	$5,896.40	$19,525.84
PROMOTIONAL ACTIVITIES	$0.00	$0.00	$0.00	$0.00
TOTALS	$27,256.45	$391,709.93	$26,690.74	$351,654.24

Building Division Activities:

ACTIVITY	JULY 2025	FISCAL YEAR-TO-DATE 2024 TO 2025	JULY 2024	LAST FISCAL YEAR-TO-DATE 2023 TO 2024
INSPECTIONS	{286} + [0] = 286	2646	{5} + [314] = 319	3188
FINAL CERTIFICATES OF OCCUPANCY ISSUED	1	1	0	3
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2
FINAL INSPECTIONS	{186} + [0] = 186	1643	{1} + [193] = 194	2096
FAILED INSPECTIONS	{29} + [0] = 29	192	{0} + [58] = 58	423

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: $42,042,660.40

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

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

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

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

SYNOPSIS:

For the month of July, the city received 90.7% of the revenue it budgeted for FY 24-25. The city has collected 98.8% of the ad valorem budgeted. Expenditures are at 70.97% of FY 24-25 budget with two months remaining to the fiscal year.

FISCAL IMPACT STATEMENT:

All revenue and expenditures are in-line with the FY 24-25 budget

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 24-25 Pd 10 July 2025

EXECUTIVE SUMMARY
Month Ending July, 2025

July, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$22,815,523	$20,595,990	$2,219,533	10%
General Fund Sub-Total	**$22,815,523**	**$20,595,990**	**$2,219,533**	**10%**
Sewer Fund Operations	$6,403,609	$5,943,250	$460,359	7%
Sewer Fund Restricted Impact Fee	$5,103	$2,994	$2,109	41%
Sewer Fund Sub-Total	**$6,408,712**	**$5,946,244**	**$462,468**	**7%**
TOTAL ALL FUNDS FISCAL YTD	**$29,224,235**	**$26,542,234**	**$2,682,001**	**9%**

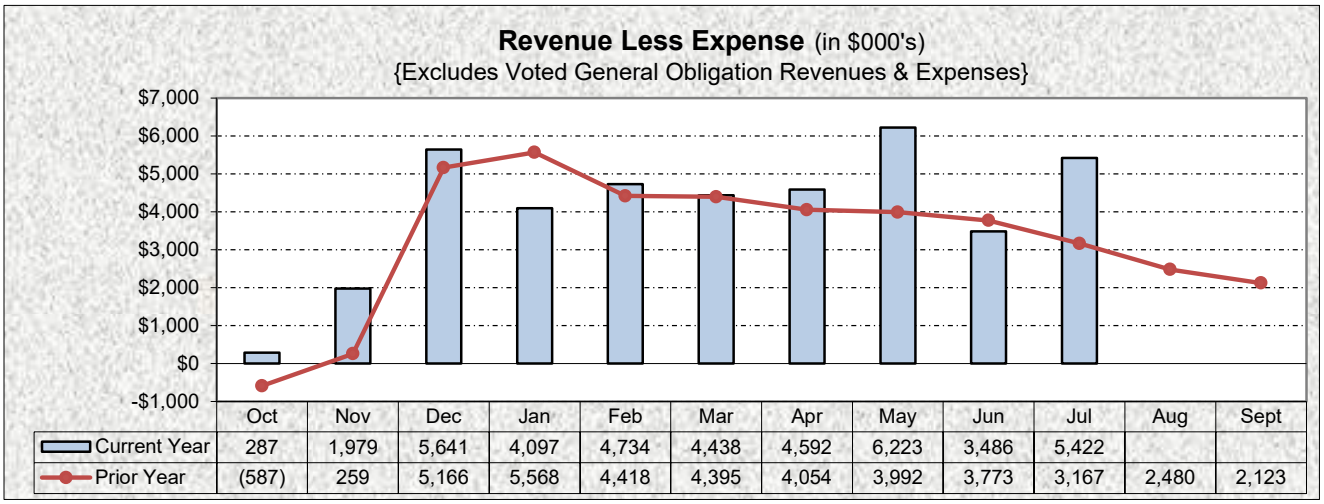
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$25,603,257	$24,585,735	$1,017,522	4%
Sewer Fund	$13,242,474	$11,867,258	$1,375,216	12%
Sub-Total Operating Funds	**$38,845,730**	**$36,452,993**	**$2,392,737**	**7%**
TOTAL ALL FUNDS	**$38,845,730**	**$36,452,993**	**$2,392,737**	**7%**

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	$1,473,863	$840,499	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	($1,863,586)	($192,478)	
PROJECTED FYE NORMALIZED CASH FLOW	**($389,724)**	**$648,020**	**$258,297**

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

Month Ending July, 2025

NON-G.O. FUNDS	July, 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	$17,254	$14,275	$2,979	21%
General Fund Capital	$7,207	$5,562	$0	$5,562	
Utility Fund	$11,465	$3,050	$2,545	$505	20%
Utility Fund Capital	$13,984	$3,354	$0	$3,354	
Total Revenues & Appropriations	**$50,602**	**$29,219**	**$16,820**	**$9,046**	**54%**
Expenses ('000s)					
General Fund Less Capital	$17,936	$15,106	$7,389	$7,717	104%
General Fund Capital	$7,218	$2,745	$443	$2,302	520%
Utility Fund	$11,465	$2,593	$1,899	$694	37%
Utility Fund Capital	$13,984	$3,354	$0	$3,354	
Total Expenses & Appropriations	**$50,602**	**$23,797**	**$9,731**	**$10,713**	**110%**
Revenue Less Expense ('000s)					
General Fund	$0	$4,965	$6,443	($1,478)	($0)
Utility Fund	$0	$457	$646	($189)	-29%
Revenue Less Expense	**$0**	**$5,422**	**$7,089**	**($1,667)**	**-24%**



General Fund Detail Budget Report

Month Ending July, 2025

	July, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-ValoremTaxes	10,023,000	9,900,442	9,059,215	841,228	9.29%
Business Taxes	99,000	105,166	109,397	(4,231)	-3.87%
Utility Taxes	1,071,800	891,017	865,883	25,134	2.90%
Permits & Franchise Fees	1,144,600	844,329	800,123	44,206	5.52%
Intergovernmental	2,148,200	619,063	608,850	10,213	1.68%
Donations	-	-	720	(720)	-100.00%
Charges for Services	1,967,000	1,902,186	1,831,702	70,484	3.85%
Fines & Forfeitures	105,000	107,980	125,943	(17,962)	-14.26%
Non-G.O Interest	685,000	767,155	601,967	165,188	27.44%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	961,202	1,324,102	161,538	1,162,564	719.68%
Internal Services	1,266,700	1,048,583	901,580	147,003	16.31%
Non G.O. Transfer In-Fund Balance	5,681,898	5,305,498	0	5,305,498	
Non-G.O. Gen. Fund Revenue	$25,153,400	$ 22,815,523	$ 15,066,916	$ 7,748,606	51.43%
Non-G.O. CAPITAL Revenue	7,206,961	5,561,961		5,561,961	
Total Non-G.O. Revenue	**32,360,361**	**28,377,484**	**15,066,916**	**13,310,567**	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	138,709	171,417	(32,708)	-19.08%
Executive	829,800	605,859	476,813	129,047	27.06%
Finance	762,600	503,877	460,988	42,889	9.30%
Legal Counsel	189,700	99,464	107,098	(7,633)	-7.13%
Comp. Planning	148,000	104,500	71,553	32,946	46.04%
Information Technology	746,142	611,583		611,583	
Other Gov't Services	59,000	5,887	301,284	(295,397)	-98.05%
Public Safety Operations	7,468,000	5,632,848	4,892,116	740,732	15.14%
Building Dept.	757,700	445,252	562,796	(117,544)	-20.89%
Emergency Mgmt - Hurricanes	-	-	0	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	1,479,589	891,314	588,275	66.00%
Public Works Operations	2,240,556	1,568,636	993,584	575,052	57.88%
Inventory	-	-	0	-	
Human Resources	67,100	26	147,237	(147,211)	-99.98%
Parks & Rec	609,639	485,248	334,709	150,539	44.98%
Community Center	690,644	468,314	428,641	39,673	9.26%
Senior Center	-		0	-	
Economic Development Programs	100,000	18,313	0	18,313	
Contingency/Transfers	8,393,061	5,434,061	0	5,434,061	
Long-Term Debt	225,658	248,827	0	248,827	
Non-G.O. Operations Expense	25,153,400	17,850,993	9,839,550	8,011,443	81.42%
Non-G.O. CAPITAL Expense	7,206,961	2,744,996	970,393	1,774,603	182.87%
Total Non-G.O. Expense	**32,360,361**	**20,595,990**	**10,809,943**	9,786,047	90.53%
Non-G.O. Revenue Less Expense	**$ -**	**$ 2,219,533**	**$ 4,256,973**	**$ (2,037,441)**	-47.86%

Utility Fund Detail Budget Report

Month Ending July, 2025

Fund 401	July, 2025 Current Budget	Current YTD Actual	VERSUS PRIOR YEAR TO DATE: Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$ 4,739,200	$2,795,682	$2,821,053	($25,371)	-1%
Interest	215,000	254,339	303,351	(49,012)	-16%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	6,551,700			0	
Transfer from Fund Balance	$ 3,383,188	3,353,588	0	3,353,588	
Total Operating Revenues	**$ 25,432,088**	**$6,403,609**	**$3,124,404**	**$3,279,205**	-17%
Operations Expenditures					
Sewer Operating Incl. Depreciation	$ 11,448,500	$2,589,662	$2,842,754	$253,092	9%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	13,983,588	3,353,588	0		
Total Operating Expense	**$ 25,432,088**	**$5,943,250**	**$2,842,754**	**$253,092**	**9%**
Operations Margin	**$ -**	**$460,359**	**$281,650**		
% Gain/(Loss)		**8%**	**10%**		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	$ 16,000	$ 5,001	$11,875	($6,874)	-58%
Impact Fee Interest	100	102	101	1	1%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	**$ 16,100**	**$ 5,103**	**$ 11,976**	**$ (6,873)**	**-57%**
Impact Fee Expense					
Sewer Impact Fee Exp	$ 16,100	$ 2,994	$7,378	$ 4,384	59%
Total Impact Fee Expense	**$ 16,100**	**$ 2,994**	**$7,378**	**$ 4,384**	**59%**
Impact Fee Margin	**$ -**	**$ 2,109**	**$ 4,598**	**$ (2,489)**	**-54%**
% Gain/(Loss)		**70%**	**62%**		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	$ 25,448,188	$6,408,712	$3,136,380	$3,272,332	
TOTAL FUND Expense	$ 25,448,188	$5,946,244	$2,850,132	$3,096,112	
FUND Revenue Less Expense		**$462,468**	**$286,248**	**$176,220**	

[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 July, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	10,800	-
30100 GF Improvements	Improvements	355,000	47,200
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	23,549
30500 PS Vehicles/Equipment	Equipment/Vehicles	2,677,600	1,066,929
30800 GF Transportation	Improvements	299,400	19,450
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	48,635
32200 GF Leisure Capital	Improvements, Machinery	950,961	106,870
	GENERAL FUND TOTAL	**7,217,761**	**1,312,633**
40800 SWR Equipment	Equipment	166,000	-
40900 SWR Improvements	Improvements	13,817,588	
	Capital Offset to Depreciation Exp	(13,983,588)	-
	GRAND TOTAL	**7,217,761**	**1,312,633**

INVESTMENT REPORT
Month Ending July, 2025

Policy Restrictions

Investment	July, 2025	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	71.6%	Yes
Cash & CDs	CASH			None	28.4%	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:

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	$ 626	4.46%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	$ 626	4.46%	0%
TOTAL SBA						**$ 1,253**		**0.0%**
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	$ 2,833,645	4.04%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	$ 2,152,601	3.99%	6%
U.S. Treasury Bill	912797NL7	11/29/2024	Investment	USGS	General Fund	$ 5,862,215	3.15%	15%
U.S. Treasury Bill	912797PW1	9/11/2025	Investment	USGS	General Fund	$ 3,976,488	2.62%	10%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	$ 3,973,436	4.09%	10%
U.S. Treasury Bill	912797NA0	10/30/2025	Investment	USGS	General Fund	$ 2,835,624	3.12%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	Sewer Fund	$ 1,661,536	4.05%	4%
U.S. Treasury Bill	912797QD2	11/28/2025	Investment	USGS	Sewer Fund	$ 2,828,811	3.85%	7%
U.S. Treasury Bill	912797PW1	4/16/2026	Investment	USGS	Sewer Fund	$ 1,704,635	2.63%	4%
TOTAL US TREASURIES						**$ 27,828,991**		**71.6%**
Bank of America	004537065882		Cash	CASH	Working Cash	$ 8,117,983	0.75%	21%
Bank of America	005562564319		Cash	CASH	Sewer Operating	$ 1,838,507	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	$ 10,907	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	$ 878,114	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	$ 22,699	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	$ 36,942	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	$ -	0.00%	0%
TOTAL BANKS						**$ 11,015,487**		**28.4%**

TOTAL CURRENT VALUE @ PERIOD END	**$38,845,730**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**2.4985%**

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
General Fund (excl. G.O. Funds)	$ 25,603,257	$ 28,038,707	$ 26,928,469	$ 24,129,394
Sewer Fund	$ 13,242,474	$ 12,882,885	$ 11,746,176	$ 12,401,975
TOTAL	**$ 38,845,730**	**$ 40,921,593**	**$ 38,674,645**	**$ 36,531,369**
Percent Change for Current	**N/A**	**-5.1%**	**0.4%**	**6.3%**

Month Ending July, 2025

July, 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%	$ 626		$28
BoA	Cash-Pool Cash Account (5882)		0.75%	$ 8,117,983		$60,885
	Includes Contraband Pool Cash			$ 44,055		$0
	Includes Economic Development Cash			$ 537,868		$0
	Includes Capital Improvement Funds			$ 1,925,045		$0
	Less: Pool Cash Due to Sewer Funds			$ (2,145,278)		$0
Seacoast	Cash-Pool Cash Account (0706)	$36,942	0.15%	$ 36,942	$0	$55
Chase	Cash-Pool Cash (2110	$878,114	0.75%	$ 878,114	-	$6,586
	Less: Pool Cash Due to Sewer Fund			$ (193,850)		$0
	CD (5936)	$110,336	1.85%	$ 110,336	$0	$2,041
JP Morgan	US Treasury Securities	$18,487,238	3.46%	$ 18,798,384	$311,147	$640,436
ALL GENERAL FUND			**3.65%**	**$ 25,603,257**	**$311,147**	**$710,032**
			PRIOR MONTH	**$ 28,137,580**		

SEWER OPERATING						
SBA	Investment (032)	$626	*4.47%*	$ 626	$0	$28
BoA	Sewer Operating Fund (4319)	$1,838,507	0.75%	$ 1,838,507		$13,789
Seacoast	Cash (4966)	$22,699	0.15%	$ 22,699	$0	$34
	Add: Pool Cash Due From General Fund			$ 2,266,868		$0
JP Morgan	US Treasury Securities	$8,932,204	3.42%	$ 9,030,607	$98,402	$305,802
ALL SEWER OPERATING FUND			**3.87%**	**$ 13,159,307**	**$98,402**	**$319,653**
			PRIOR MONTH	**$ 12,237,281**		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	$ 10,907		$82
	Cash-Pool Cash Due From Gen. Fund			$ 72,260		$0
ALL SEWER IMPACT			**0.10%**	**$ 83,167**	**$0**	**$82**
			PRIOR MONTH	**$ 84,154**		

ALL FUNDS	**2.65%**	**$ 38,845,730**	**$409,549**	**$1,029,766**
	PRIOR MONTH	$ 40,459,015		
	MONTHLY CHANGE	$ (1,613,285)		
	MONTHLY CHANGE %	-4.0%		

Month Ending July, 2025

July, 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	4.04%	*$ 2,833,645*	$ 79,888		$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	$ 2,183,000		$ 2,101,044	3.99%	*$ 2,152,601*	$ 51,557		$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797PW1	06/12/25	09/11/25	$ 3,996,000		$ 3,953,980	2.62%	*$ 3,976,488*	$ 22,508		$ 42,020
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	$ 4,016,000		$ 3,857,284	4.09%	*$ 3,973,436*	$ 116,151		$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NL7	05/29/25	11/28/25	$ 5,945,000		$ 5,821,172	3.15%	*$ 5,862,215*	$ 41,043		$ 123,828
ALL GENERAL FUND					**$ 19,004,000**		**$ 18,487,238**		**$ 18,798,384**	**$ 311,147**	$ -	**$ 516,762**
								PRIOR MONTH	**$ 18,733,585**			**3.46%**

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	$ 1,685,000		$ 1,619,760	4.05%	*$ 1,661,536*	$ 41,776		$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797NA0	04/29/25	10/30/25	$ 2,866,000		$ 2,808,369	3.12%	$ 2,835,624	$ 27,255		$ 57,631
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	$ 2,913,000		$ 2,809,099	3.85%	$ 2,828,811	$ 19,712		$ 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%	$ 1,704,635	$ 9,659		$ 18,024
ALL SEWER OPERATING FUND					**$ 9,177,000**		**$ 8,932,204**		**$ 9,030,607**	**$ 98,402**		**$ 244,796**
								PRIOR MONTH	**$ 9,003,268**			**3.42%**

ALL FUNDS					**$ 28,181,000**		**$ 27,419,442**		**$ 27,828,991**	**$ 409,549**		**3.45%**
								PRIOR MONTH	$ 27,736,853			
								MONTHLY CHANGE	$ 92,138			
								MONTHLY CHANGE %	0.3%			

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: MOU between VSO and DBS for VC3

SYNOPSIS:

The purpose of this Agreement is to set forth terms by which partnering agencies will provide personnel and VSO VC3 (real-time crime center) will provide equipment and location to assist the VSO VC3 mission.

FISCAL IMPACT STATEMENT:

BACKGROUND:

VSO operates a real-time crime center that assists all Volusia agencies, including DBSDPS. DBSDPS received a request from VSO for assistance by providing a crime analyst to the center, as some Volusia agencies currently do. This agreement is for our analyst to work at the crime center, two days a week.

This agreement will be mutually beneficial to VSO and DBSDPS and furthers our cooperation with partner agencies.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I recommend this item be approved as presented on consent.

ATTACHMENT: 1. Volusia County Crime Center VC3 MOU Between VSO and Partner Agencies Regarding the use of Personnel (Executed) 2025 (002)

Volusia County Crime Center (VC3)

MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN THE VOLUSIA SHERIFF'S OFFICE AND PARTNERING AGENCIES REGARDING THE USE OF PERSONNEL

I. PARTIES. The parties to this Agreement are the **Volusia Sheriff's Office (VSO), Volusia County Crime Center (VC3), collectively (VSO VC3), and the following partnering agencies:**

Daytona Beach Police Department
Daytona Beach Shores Department of Public Safety
Port Orange Police Department

2. PURPOSE. The purpose of this Agreement is to set forth terms by which partnering agencies will provide personnel and VSO VC3 will provide equipment and location to assist the VSO VC3 mission. VSO is committed to providing Intelligence Lead Policing (ILP). The primary function of the Volusia County Crime Center (VC3) is to provide a "Real Time" service to law enforcement agencies within Volusia County. The VC3 consists of men and women, both sworn law enforcement officers and civilians, working together behind the scenes as a cohesive unit, to ensure that correct and pertinent information is disseminated to patrol units and detectives in the most efficient and rapid manner possible.

3. RESPONSIBILITIES.

PARTNERING

AGENCIES:

a. Will provide personnel, to act as a VSO VC3 Real Time Crime Center Specialist for a term of no less than three years. The position may be cancelled at any time at the partnering agency management's discretion. The partnering agency will provide, at their discretion, highly qualified personnel on a full-time and in some instances a part-time basis and shall retain full responsibility for payment of salary (including overtime compensation or compensatory time), retirement/pension, insurance, disability, worker's compensation benefits, etc.
b. Participating Real Time Crime Center Specialists shall have the experience and capability to conduct analytical support.
c. Participating Real Time Crime Center Specialists must have the ability to work in a task force environment subscribing to the team concept.
d. Participating Real Time Crime Center Specialists including those who are assigned on a part-time basis will be required to work hours and days as

determined and scheduled by the Special Investigations Commander. The schedule is subject to change at the direction of the Special Investigations Commander.

e. Participating Real Time Crime Center Specialists will provide city owned/ utilized intelligence software and/or database access for use by VSO VC3 to enhance the overall mission. (e.g., City camera access, traffic camera access, License Plate Readers (LPR), any other intelligence aiding software/databases.
f. Participating Real Time Crime Center Specialists will be available on call 24/7 in case of any major incident to include an act of terrorism, Officer Involved Shooting, or any major crime where extensive analytical work is needed.

VSO VC3:

a. Will provide oversight, equipment, workspace location for partnering agencies' personnel and oversee, with a Sergeant, the day-to-day work to perform the following general duties related to the assigned Real Time Crime Center Specialist:
   - Provide information and knowledge, in the form of actionable intelligence, to policy and decision makers;
   - Collect, analyze, produce and disseminate intelligence;
   - Provide investigative support, through analytical products and both tactical and strategic intelligence through various intelligence products.

4. OTHER RESPONSIBILITIES.

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

a. *Information Dissemination* - VSO VC3 will operate as a multi-jurisdictional entity similar to those described in 28 CFR Part 23, for the purpose of sharing information among participating agencies. All investigative intelligence and information developed within or generated by the partnering agency remains the property of that agency from which it was obtained. However, in conjunction with the national directorate toward intelligence sharing through the Fusion Center process, VSO VC3 will disseminate intelligence information to The Central Florida Intelligence Exchange "CFIX" and will obtain permission from the controlling agency prior to the disclosure of information outside of CFIX and FDLE.

b. *Security* - Personnel assigned to VSO VC3 may be required to obtain a clearance level sufficient to allow them to access law enforcement sensitive information.

5. POINTS OF CONTACT, SECTION COMMANDER.
Special Investigations Commander

6. EFFECTIVE DATE. The terms of this agreement will become effective as of the date of signature.

7. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

8. SEVERABILITY. Nothing in this Agreement, or any of the annexes if applicable, is intended to conflict with current laws or regulations or the directives of the Volusia Sheriff's Office.

9. RIGHTS AND BENEFITS. Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, state agencies, or officers carrying out programs authorized under federal law, or any other person.

10. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect until terminated by either of the parties. The agreement may be extended by mutual written agreement of the parties. Either party, upon thirty (30) days written notice to the other party may terminate this agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

Party's Acceptance of the Volusia County Crime Center Task Force MOU/MAA

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

****

For the Volusia Sheriff's Office:

Michael J. Chitwood, Sheriff

Date: 8-11-25

Reviewed as to form:

Peter McGlashan, General Counsel
Volusia Sheriff's Office

Date: 8/12/2025

Party's Acceptance of the Volusia County Crime Center Task Force MOU/MAA

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

****

For the Daytona Beach Police Department:

_____

Jakari Young, Chief of Police
Daytona Beach Police Department, (DBPD)

Date: _____

Party's Acceptance of the Volusia County Crime Center Task Force MOU/MAA

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

****

For the Daytona Beach Shores Department of Public Safety:

_____

Michael Fowler, Public Safety Director
Daytona Beach Shores Department of Public Safety, (DBSPS)

Date: _____

Party's Acceptance of the Volusia County Crime Center Task Force MOU/MAA

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

****

For the Port Orange Police Department:

_____

Manuel Marino, Chief of Police
Port Orange Police Department, (POPD)

Date: _____

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval to participate in Purdue Opioid Settlement

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:
1. national_opioid_settlement_notice_settlement_overview
2. Action_Required_Purdue_Direct_Settlement_-_C (21)

National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: CL-1747991

TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around $900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

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New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Daytona Beach Shores city, FL
Reference Number: CL-1747991

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including the State of Florida, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

Docusign Envelope ID: 9A2D8F9C-957E-4BCA-A7AC-DB272586F488

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Docusign Envelope ID: 9A2D8F9C-957E-4BCA-A7AC-DB272586F488

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Daytona Beach Shores city	State: FL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

Docusign Envelope ID: 9A2D8F9C-957E-4BCA-A7AC-DB272586F488

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval to participate in Secondary Manufacturers Settlements

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Secondary Manufacturers Settlements

Docusign Envelope ID: 0EB46718-D73E-46FD-AC9E-A39D66C78FB9

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Daytona Beach Shores city, FL
Reference Number: CL-1770908

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because the State of Florida is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Daytona Beach Shores city	State: FL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Ordinance 2025-01: Evaluation and Appraisal Report Comprehensive Plan Amendments

SYNOPSIS:

Pursuant to Section 163.3191(1), Florida Statutes, at least once every seven (7) years, local governments are required to evaluate and appraise their land use comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan and notify the state land planning agency as to its determination. The resultant document produced after this process, which may have proposed comprehensive plan amendments, is called the Evaluation and Appraisal Report (EAR).

On February 4, 2025, the City Commission of the City of Daytona Beach Shores approved Ordinance 2025-01 on first reading, which resulted in the transmittal of a series of EAR-based comprehensive plan amendments to the Florida Department of Commerce (FDC) and other state agencies in accordance with Sec. 163.3191(2), Florida Statutes, for a state coordinate review per Sec. 163.3184(4), Florida Statutes. On April 18, 2025, the FDC provided their Objections, Recommendations and Comments (ORC) Report regarding the proposed plan amendments. The FDC ORC Report contained one objection and two comments, all of which have been addressed in this adoption package/ordinance.

Ordinance 2025-01, if adopted, amends the Comprehensive Plan Update (2030) by making the following changes (**Exhibit A**).

1. Extend the comprehensive plan planning horizon to the year 2045.
2. **Chapter 1-Future Land Use Element**: (a) Minor Housecleaning text amendments, including, but not limited to, references to the new planning horizon. (b) Policy 1-1.4.2: Including off-beach parking lots as a permitted use in the Public/Quasi-Public Land Use Category. (c) Update Future Land Use Element map series to account for the revised planning period and past updates. The Future Land Use Element map series includes: (1) Map L-1, Existing Land Use; (2) Map L-2, Coastal High Hazard Area Map; (3) Map L-3, Generalized Adjacent Existing Land Uses; and (4) Map L-4, Future Land Use.
3. **Chapter 2-Transportation Element**: (a) Update the Transportation Element map series to account for the revised planning period and past updates. The Transportation Element map series includes: (1) Map 2-1, Major Thoroughfares by Functional Classification; (2) Map 2-2,

Significant Traffic Generators and Attractions; (3) Map 2-3, Future Transit Facilities and Pedestrian/Bikeways; (4) Map 2-4, Level of Service; and (5) Map 2-5, Hurricane Evacuation Routes. (b) Minor Housecleaning text amendments.

4. **Chapter 4-Public Facilities Element**: (a) Update Policy 4-1.3.10 “Daytona Beach Shores Water Supply Facilities Work Plan” to reflect a new planning horizon and update data consistent with population and water demand projections and the City’s water providers’ respective water supply facilities work plans per Sec. 163.3177(6)(c)4-5, Florida Statutes. (b) Create new Objective 4-1.7 and respective policies to address Sec. 163.3177(6)(c)3, Florida Statutes, regarding sanitary sewer feasibility study requirements for developments with greater than 50 residential lots not connected to the City’s sanitary sewer system.
5. **Chapter 5-Coastal Management Element**: (a) Minor Housecleaning text amendments. (b) Policy 5-1.1.1: Amend policy to remove outdated community redevelopment area off beach parking reference and replace with commitment to maintain existing city off-beach parking spaces. (c) Policy 5-1.3.1: Amend policy to promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands. (d) Policy 5-1.7.4: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange. (e) Policy 5-1.11.1: Update to include increase in boat slips subject to additional boat slip entitlements via the voluntary annexation process per Sec. 171.044, Florida Statutes.
6. **Chapter 9-Capital Improvements Element**: (a) Update the Daytona Beach Shores 5-Year Capital Improvement Plan per Sec. 163.3177(3)(b), Florida Statutes. (b) Update the Volusia County School District Five-Year Work Program per the Volusia County School District Interlocal Agreement. (c) Policy 9-1.3.1: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange.
7. **Chapter 11-Public School Facilities Element**: (a) Minor Housecleaning text amendments.

FISCAL IMPACT STATEMENT:

No budgetary impact.

BACKGROUND:

PUBLIC NOTIFICATION: Due public notice has been issued as required and seen in **Exhibit B** (pending).

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

LEGAL REVIEW:

RECOMMENDATION:

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

SUGGESTED MOTION:

A City Commission Member may motion as follows:

1. "I move to approve Ordinance 2025-01 as presented."

OR
2. "I move to approve Ordinance 2025-01, with the following amendments..."

ATTACHMENT:

1. Ord. 2025-01-EAR-CPA Update
2. Exhibit A-Ordinance 2025-01 Exhibit A-Comprehensive Plan Amendments
3. Exhibit C-Planning Analysis
4. Exhibit C-Planning Analysis Exhibit III.A-FDC ORC Report
5. Exhibit C-Planning Analysis Exhibit III.B-VGMC Approval
6. Exhibit C-Planning Analysis Exhibit III.C-Statutory Analysis
7. Exhibit C-Planning Analysis Exhibit III.D-SJRWMD Communication
8. Exhibit C-Planning Analysis Exhibit III.E-Draft DIA-FLUM

ORDINANCE NO. 2025-01

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Exhibit to this Ordinance is incorporated herein as if fully set forth herein verbatim; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan*.

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

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

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

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

SECTION 4. CONFLICTS/RATIFICATION OF PRIOR ACTIONS.

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

_____
NANCY MILLER, MAYOR

_____ _____
KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

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

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

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

EXHIBIT “A”

ORDINANCE 2025-01: EXHIBIT A

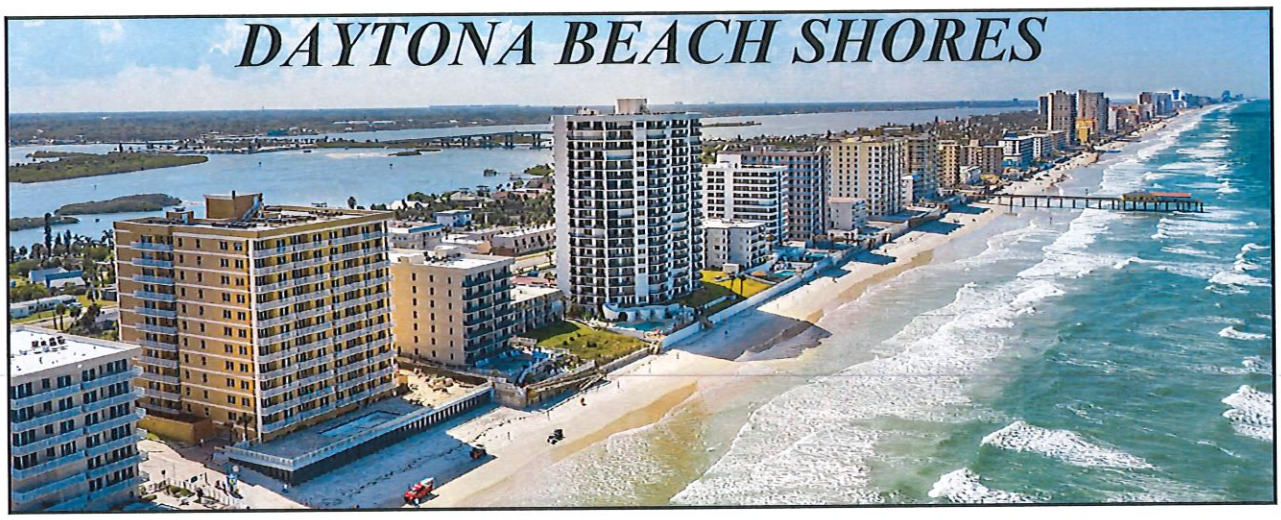
EVALUATION AND APPRAISAL REPORT COMPREHENSIVE PLAN AMENDMENTS

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

Underline represents additions to the text.

~~Strikethrough~~ represents deletions to the text.

*** represents ellipses in a chapter.



COMPREHENSIVE PLAN (UPDATE) 2045

CHAPTER 1: FUTURE LAND USE ELEMENT

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

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

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

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

Standard/Measure: Enact and enforce land development regulations.
Time Frame: Continuous

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

1. **Residential**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. General Guidelines.

A. Proposed school sites shall be located away from industrial uses, limited access roadways, railroads, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards.

B. Disrupting influences caused by school yard noise and traffic indicate that schools be sensitive to adult communities, nursing homes and similar land uses through site design.

C. Schools shall be designed to minimize the impacts to adjacent neighborhoods through control of site aspects including traffic access, landscaping, buffers, and site design and layout provided by the Volusia County School District.

II. Site Acceptability

A. School size and land area requirements for elementary, middle, and high schools shall meet the minimum standards established by the Volusia County School Board.

B. Schools should be centrally located within their intended attendance zones, to the maximum extent possible, and be consistent with walking and bus travel time standards of the school district. High schools shall be exempted from this provision due the large land area requirement.

C. The site should be of sufficient size to ensure that buildings and ancillary facilities, and future expansions can be located away from floodplains, flood prone areas, wetlands and other environmentally sensitive areas, coastal high hazard areas and will not interfere with historic or archaeological resources.

D. Public utilities (e.g., water, sewer, stormwater) must be available to the site.

E. Access to the site should be from a collector road (local roads for elementary schools) and avoid the need for slow down zones, if possible.

F. Ingress and egress should not create detrimental impacts on roads adjacent to the site.

G. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.

H. A mass transit or bus stop should be located near the site.

III. School Specific Site Location Recommendations

A. **Elementary Schools.** Elementary schools serve a neighborhood or group of neighborhoods where students have a short distance to walk. Land uses should be predominately residential and include housing types and densities sufficient to meet the school's enrollment capacity with students that are predominately within walking distance of the school.

B. **Middle Schools.** Middle schools have a community orientation and the mix of land uses can include more commercial uses than would be allowed in a neighborhood. Enrollment comes from two or more elementary schools.

C. **High Schools.** High schools should be buffered from residential areas. Enrollment for high schools comes from two or more middle schools. The campus should be large enough to

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

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

- **Elementary Schools.** Playgrounds can be collocated with elementary schools. In areas with densities high enough to support them, a neighborhood park with facilities for the elderly, a neighborhood recreation center, and a library sub-branch can be included.

- **Middle Schools.** A community park and athletic fields are appropriate to locate with middle schools. A community center, if the school will not be used for this purpose, and a library sub-branch or branch can be included depending on the school's location and the population served.

- **High School.** Community parks with a community center, if the school will not be used for this purpose, and athletic field can be collocated with high schools. A main or branch library is also appropriate. If justified by the population to be served, a district park could be collocated with the school.

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

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

Criteria for TC Designation

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

Mix of Uses

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

Residential (up to 1250 units with no single site exceeding 70 units per acre)
Hotel (up to 500 rooms with no single site exceeding 70 units per acre)

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

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

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

Character Guidelines

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of Daytona Beach Shores (2025)

Map L-1: Existing Land Use

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City of Daytona Beach Shores (2025)

Map L-2: Coastal High Hazard Area

Coastal High Hazard Area Category 1 Storm Surge

Water Bodies

City Boundary

N

0 0.35 0.7 Miles

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City of Daytona Beach Shores (2025)

Map L-3: Generalized Adjacent Existing Land Use

Commercial
Institutional
Residential
Vacant
City Boundary

N
0 0.35 0.7 Miles

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City of Daytona Beach Shores (2025)

Map L-4: Future Land Use Map

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CHAPTER 2: TRANSPORTATION ELEMENT

§2-1: TRANSPORTATION GOALS, OBJECTIVES AND POLICIES. This section stipulates goals, objectives, and implementing policies for the Transportation Element.

GOAL 2-1: ENSURE INTEGRATED MULTI-MODAL TRANSPORTATION SYSTEM. Develop and maintain an integrated multi-modal transportation system in the City of Daytona Beach Shores which promotes mobility and accessibility to move people and goods in a manner consistent with the local and citywide land use, and environmental protection goals, as well as coordinated with proposed residential and economic developments. Stress multi-modal mobility that offers transportation and transit services to all residents and tourists in the most efficient, convenient, assessable, and affordable manner possible.

OBJECTIVE 2-1.1: PROVIDE FOR SAFE, CONVENIENT, AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM. The City of Daytona Beach Shores shall provide for an integrated multi-modal transportation system that emphasizes safe, convenient, and efficient movement of motorized and non-motorized vehicles as well as pedestrians within Daytona Beach Shores through the use of management systems as described in the below policies.

Policy 2-1.1.1: Establish Level of Service Standards for Major Thoroughfares. The City shall continue to maintain the following level of service standards for major thoroughfares:

ROADWAY FACILITY	MINIMUM LOS STANDARD PEAK HOUR*
State Principal Arterials	D
County Minor Arterials	E
Collectors	E

Policy 2-1.1.2: Future Transportation Map Series. The City of Daytona Beach Shores Comprehensive Plan Transportation Element hereby includes the Future Transportation Map Series as described below:

a. **Map 2-1: Major Thoroughfares by Functional Classification and Number of Lanes ~~(2010)~~ (2025)** identifies the ~~2010~~ (2025) roadway network.
b. **Map 2-2: Significant Traffic Generators and Attractions ~~(1998)~~ (2025)** delineates the location of major traffic generators/attractions.
c. **Map 2-3: Future Transit Facilities and Pedestrian/Bike Ways ~~(2010)~~ (2025)**illustrates the transit facilities and major bicycle and pedestrian ways.
d. **Map 2-4: Future Levels of Service (LOS) on Major Thoroughfares ~~(2010)~~ (2025)** illustrates existing peak hour, peak direction LOS for roads.
e. **Map 2-5: Hurricane Evacuation Routes ~~(2010)~~ (2025)** delineates the transportation facilities critical to evacuation prior to an impending disaster.

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City of Daytona Beach Shores (2025)

Map 2-1: Major Thoroughfares by Functional Class

- 14 - Principal Arterial-Other URBAN
- 17 - Major Collector URBAN
- 18 - Minor Collector (Fed Aid) URBAN
- 19 - Local URBAN
- City Boundary

N

0 0.35 0.7 Miles

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City of Daytona Beach Shores (2025)

Map 2-2: Significant Traffic Generators and Attractions

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City of Daytona Beach Shores (2025)

Map 2-3: Future Transit Facilities and Pedestrian/ Bikeways

Trails
Bus Routes 17A & 17B
Sidewalks
Off Beach Parking
City Boundary

N
0 0.35 0.7 Miles

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City of Daytona Beach Shores (2025)

Map 2-4: Future Level of Service (LOS) on Major Thoroughfares

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City of Daytona Beach Shores (2025)

Map 2-5: Hurricane Evacuation Routes

Evacuation Routes

City Boundary

N

0 0.35 0.7 Miles

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CHAPTER 4: PUBLIC FACILITIES ELEMENT

Introduction. Inventory and analysis of Daytona Beach Shores' public facilities indicates that the City is committed to maintaining a high level of service in a sound and cost effective manner. The City has implemented programs recommended in the *201 Facilities Plan* and the *208 Water Quality Management Program*. Currently, Daytona Beach Shores maintains intergovernmental agreements for the provision of various services. This is consistent with State and Regional objectives for cost effective management of public facilities and natural resources.

Therefore, to set specific guidelines to which planning efforts and programs are to be directed, this Element contains goals, objectives, and policies for the enhancement of the Sanitary Sewer, Solid Waste, Potable Water and Natural Groundwater Aquifer Recharge facilities and services.

GOAL 4-1A: Daytona Beach Shores will ensure the adequate provision of Sanitary Sewer, Solid Waste, Drainage and Potable Water services to all its current and future citizens while protecting the natural environment.

GOAL 4-1B: PROVISION OF SANITARY SEWER. The City shall coordinate with the City of Port Orange to ensure that the level of sanitary sewer treatment meets the established water quality based effluent limitations established by the Florida Department of Environmental Protection and the calculated level of service for the system.

GOAL 4-1C: SOLID WASTE COLLECTION AND DISPOSAL. Provide solid waste collection on a regular basis in order to maintain the appearance of the City and protect the Public Health.

GOAL 4-1D: PROVISION OF ADEQUATE DRAINAGE. Provide adequate stormwater drainage in order to protect against flood conditions and prevent degradation of quality of receiving waters.

GOAL 4-1E: PROVISION OF POTABLE WATER. The City of Daytona Beach Shores shall coordinate with the Cities of Port Orange and Daytona Beach to ensure that a safe potable water supply with sufficient quantity and quality to serve the City is available.

GOAL 4-1F: PROTECT FUNCTIONS OF GROUNDWATER AQUIFER RECHARGE AREAS. The functions of natural groundwater aquifer recharge areas within the city shall be protected and maintained.

Objective 4-1.1: The City of Daytona Beach Shores shall continue to maintain and enforce the adopted level of service standards for sanitary sewer, solid waste, potable water, and drainage facilities.

Policy 4-1.1.1: The level of service standard for sanitary sewers shall be 250 gallons per dwelling unit per day.

Policy 4-1.1.2: The level of service standard for solid waste generation shall be 10 pounds per capita per day.

Policy 4-1.1.3: The level of service standard for potable water facilities shall be 110 gallons per capita per day for the area served by Port Orange, and 150 gallons per capita per day for the area served by Daytona Beach. The minimum acceptable Level of Service standards for fire flows shall be maintained at a minimum system pressure of 20 pounds per square inch (psi).

Policy 4-1.1.4: The level of service standard for drainage facilities shall be a 25-year, 24-hour design storm (per FDOT Drainage Manual).

Policy 4-1.1.5: Daytona Beach Shores will maintain these Levels of Service to meet customer demand throughout the planning period.

Policy 4-1.1.6: Volusia County shall be responsible for estimating the Level of Service for solid waste disposal at its landfill facilities throughout the planning period.

Policy 4-1.1.7: The governments responsible for providing potable water to the City of Daytona Beach Shores shall maintain the above-stated Levels of Service to meet customer demand throughout the planning period. In any event, the level of service for Daytona Beach Shores shall not be greater than that of either Daytona Beach or Port Orange's for the planning period. To that end, the City of Daytona Beach Shores shall encourage the development of shallow well systems for non-potable water purposes (car washing, lawn and landscaping irrigation, etc.).

Policy 4-1.1.8: Because the City is largely built-out and its density of development is quite high, the issue of controlling sprawl is largely irrelevant. However, the City will develop its remaining few vacant parcels at a density consistent with adjoining areas. This policy will allow for the continuance of maximizing the use of existing facilities.

Policy 4-1.1.9: Daytona Beach Shores shall offer technical assistance to other communities with which intergovernmental agreements are established for the provision of public services where needed to perform maintenance or expansion activities on the public facility throughout the planning period.

Policy 4-1.1.10: The City has a current policy, when it becomes necessary to either increase the sewer line pipe size or to "double barrel" these lines to accommodate new development, an impact fee is exacted from the developer if an expansion of pipes is required. If lines need to be extended to serve a previously unserved area, this cost for the installation is born entirely by the developer. This policy will be continued throughout the planning period.

Objective 4-1.2: The City will continue to engage in intergovernmental agreements for the provision of public facilities to maintain the above-stated adopted Levels of Service.

Policy 4-1.2.1: The City will analyze environmental conditions and impacts to determine those intergovernmental coordination mechanisms that are the best to conserve natural resources and maintain the adopted Levels of Service for public facilities throughout the planning period.

Policy 4-1.2.2: The City, in conjunction with Volusia County and all of its incorporated areas, will maintain the currently established multi-jurisdictional team throughout the planning period to continue the comprehensive recycling program.

Policy 4-1.2.3: The City shall maintain its interlocal agreement with the City of Port Orange that, at such time as the sewage coming from Ponce Inlet exceeds the capacity of the current temporary pumping station, this sewage will be transmitted through the Daytona Beach Shores system to the Port Orange Treatment Plant.

Policy 4-1.2.4: The current practice of providing potable water service to Daytona Beach Shores residents and commercial users as retail customers of Daytona Beach and Port Orange shall be maintained throughout the planning period. Additionally, the current practice of requiring written assurances from the City of Daytona Beach and Port Orange that adequate potable water is available to service new development shall also be maintained.

Objective 4-1.3: Conserving Potable Water Resources. The City shall maintain land development regulations as cited herein for achieving conservation of potable water, including coordination with Volusia County, the Cities of Daytona Beach and Port Orange, and the St. Johns River Water Management District. It is to be noted that, because Daytona Beach Shores is a coastal community, it has no groundwater aquifer recharge areas.

Policy 4-1.3.1: The City of Daytona Beach Shores shall maintain land development regulations requiring the installation of water saving devices in new developments.

Policy 4-1.3.2: The City of Daytona Beach Shores shall maintain land development regulations restricting non-potable water uses during certain times of the day.

Policy 4-1.3.3: The City of Daytona Beach Shores shall continue to enforce any water restriction that is imposed because of rainfall shortages in the area. These enforcement practices shall be maintained throughout the planning period.

Policy 4-1.3.4: The City will continue to enforce all St. Johns River Water Management District water shortage restrictions. This enforcement policy shall be maintained throughout the planning period.

Policy 4-1.3.5: The City shall encourage Port Orange and Daytona Beach to provide reclaimed water to the City to send back treated wastewater to be utilized as for irrigation and other non-potable water uses as a water conservation measure.

Policy 4-1.3.6: The City shall ensure the removal of plants that require high water consumption when developing or redeveloping park facilities and replace with water-wise, native and xeriscape plants.

Policy 4-1.3.7: The City shall amend the Land Development Code to promote and encourage the use of low impact development techniques such as the Florida Water Star^{SM} program.

Policy 4-1.3.8: The City shall require the establishment of a water conservation plan for new subdivisions and planned unit developments. Each plan shall include at least one of the following: reuse of stormwater for irrigation or other nonpotable water use; installation of low flow fixtures; installation of reuse lines; use of well water for irrigation, use of water wise vegetation; annual water audits performed by a certified water auditor; or any other measure approved by the City.

Policy 4-1.3.9: The City will continue to investigate grant opportunities for financing stormwater for irrigation and other nonpotable uses in the community redevelopment area and new development on property owned by the City.

Policy 4-1.3.10: The City shall update the following water supply facilities work plan. The work plan shall be updated, at a minimum, every 5 years within 18 months after the St. John's River Water Management District approves its updated regional water supply plan. The work plan must identify

alternative and traditional water supply projects and conservation and reuse necessary to meet existing and new development water needs.

DAYTONA BEACH SHORES WATER SUPPLY FACILITIES WORK PLAN ~~2009-2020~~ 2024-2034

Section I

BACKGROUND

The City of Daytona Beach Shores is a small coastal resort and retirement community located on the Central Atlantic Peninsula in eastern Volusia County, Florida. It is an elongated narrow City that stretches north and south along the Atlantic Ocean for approximately 5.5 miles. In most places, measuring east to west, it is less than a 1,000 feet wide. The City's total area is just below 1 square mile. It is bordered by Daytona Beach, Port Orange and unincorporated Volusia County.

PLAN IMPLEMENTATION AND THE COMPREHENSIVE PLAN

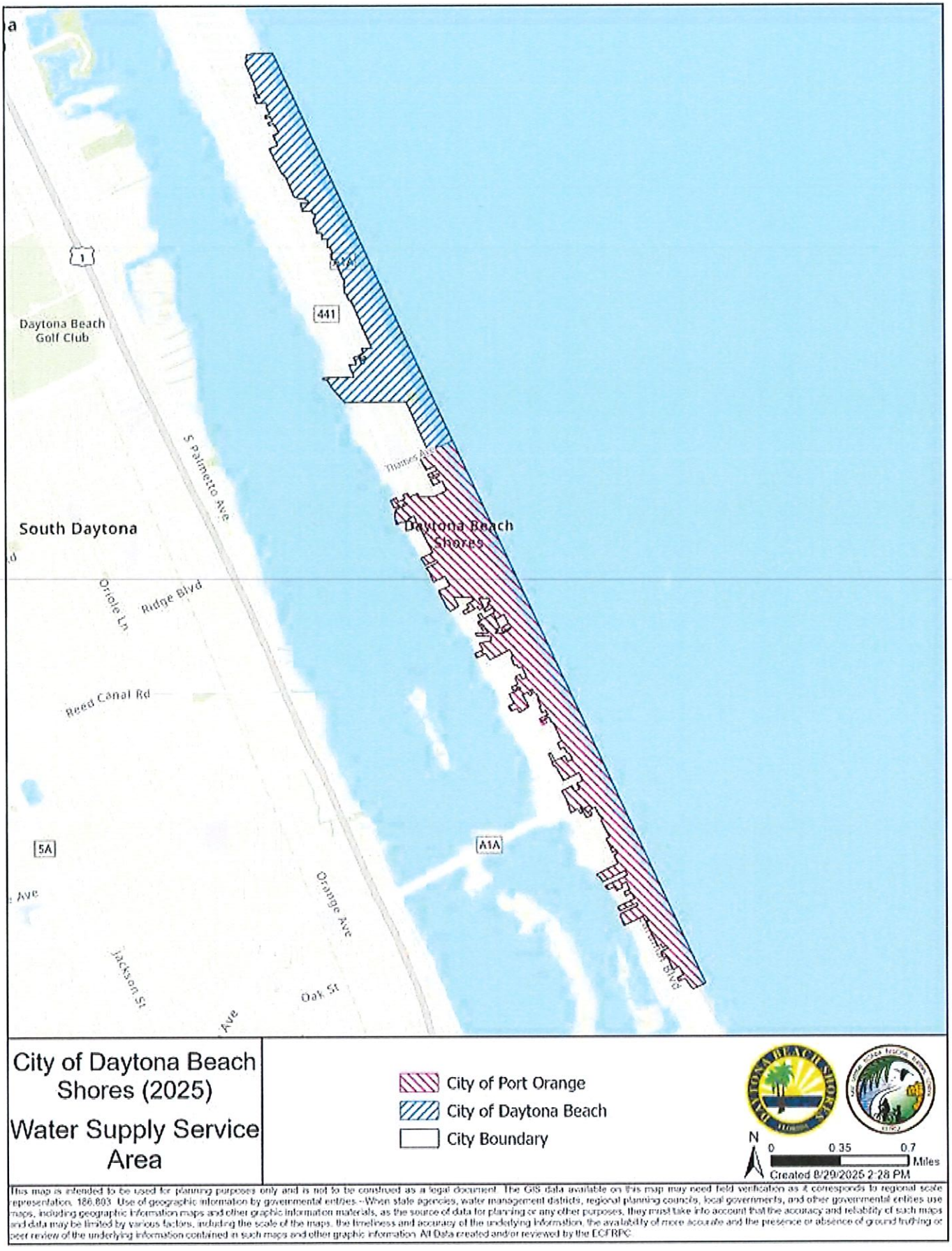
The Daytona Beach Shores 10-year Water Supply Facilities Work Plan (WSFWP) shall be implemented consistent with the goals, objectives and policies of the City's Adopted Comprehensive Plan. Specifically, the plan shall be implemented consistent with comprehensive plan Policy 4-1.3.10 and other enabling Public Facilities, Intergovernmental Coordination and Capital Improvements Element policies.

UTILITY SERVICE AREA

A. Service Area Description

(1) Description of Service Area

Two different entities provide potable water services to the City. Daytona Beach provides water north of Thames Avenue. Port Orange provides water south of Thames Avenue (see Water Service Map below). The City and adjacent unincorporated Volusia County are dependent on each service providers to provide sufficient capacity for growth within and adjacent to Daytona Beach Shores. Therefore, any City expansion would be within the existing service areas of Daytona Beach or Port Orange. The City's potable water is provided under the following consumptive use permits (CUP): 1) City of Daytona Beach, CUP 8834; City of Port Orange, CUP 8595.



This map is intended to be used for planning purposes only and is not to be construed as a legal document. The GIS data available on this map may need field verification as it corresponds to regional scale representation. 186.803 Use of geographic information by governmental entities.--When state agencies, water management districts, regional planning councils, local governments, and other governmental entities use maps, including geographic information maps and other graphic information materials, as the source of data for planning or any other purposes, they must take into account that the accuracy and reliability of such maps and data may be limited by various factors, including the scale of the maps, the timeliness and accuracy of the underlying information, the availability of more accurate and the presence or absence of ground truthing or peer review of the underlying information contained in such maps and other graphic information. All Data created and/or reviewed by the ECFRPC

There is no reclaimed water available to the City at this time. Both water service providers have indicated in their water supply plans that reclaimed water will not be made available to Daytona Beach Shores due to limited supply and costs. There is also no direct potable water source within the City's jurisdiction. However, the City does have objectives and policies pursuant to Goal 4-1F of the Comprehensive Plan that protects the functions of groundwater aquifer recharge areas through stormwater drainage and other water quality standards.

(2) Current Flow/Population Served/Per Capita Usage

In ~~2000~~ 2025 the City's population was tallied at 5,251, which is a 1,022 increase in residents since 2010 ~~4,299~~. ~~The 2006 estimated population for the City is 4,980 (BEBR).~~ Table 1 below illustrates the City's historical population since 1980.

~~**Table 1:** Historical Population~~

~~Year~~	~~Population~~
~~1980~~	~~1,324~~
~~1990~~	~~2,335~~
~~2000~~	~~4,299~~
~~2006~~	~~4,980~~

~~Source: US Census Bureau & Bureau of Economic & Business Research (BEBR 2007)~~

Table 1: Historical Population

Year	Population
1980	1,324
1990	2,335
2000	4,299
2010	4,229
2020	5,179
2025	5,251

Source: US Census Bureau Decennial Census, 1980, 1990, 2000, 2010, 2020; Bureau of Economic & Business Research (BEBR 2025)

The current distribution of residential units within the City for the Daytona Beach and Port Orange service areas are 25 and 75 percent, respectively. Reliable data from the water providers specific to Daytona Beach Shores were not available to determine current flows and consequently per capita daily consumption. However, utilizing the overall average per capita daily consumption for each water provider's water service area, an estimation of the average daily flow into the City was derived. As shown in Table 2 below, the 202 ~~2006~~ estimated distribution and average daily flow into the cities of Port Orange and Daytona Beach's service areas within the City are 912,240 and 196,950, ~~361,922 and 162,908~~ respectively, based on both cities' adopted level of service standards.

~~**Table 2:** Estimated Average Daily Flow (2006)~~

~~Service Area~~	~~Population~~	~~Overall GCD by Water Provider*~~ (in	~~Estimated Daily Flow into City~~ (in Gallons)

		~~Gallons)~~	
~~Port Orange~~	~~3,735~~	~~96.9~~	~~361,922~~
~~Daytona Beach~~	~~1,245~~	~~130.85~~	~~162,908~~
~~**TOTAL**~~	~~4,980~~	~~-~~	~~524,830~~

~~* Port Orange Water Supply Work Plan (2007) & Daytona Beach Water Supply Plan (2007)~~

Table 2: Estimated Average Daily Flow (2020)

Service Area	**Population**	**Overall GPCD by Water Provider* (in Gallons)**	**Estimated Daily Flow into City** (in Gallons)
Port Orange	3,884	90.5	351,502
Daytona Beach	1,295	150	194,250
TOTAL	5,179		545,752

* Port Orange Water Supply Work Plan (2023) & Daytona Beach Water Supply Plan (2023)

(3) Wholesale Agreement

The City of Daytona Beach Shores does not share a water reservation agreement with either water provider. However, the City shares individual interlocal agreements with both Port Orange and Daytona Beach. These agreements allow the discontinuation of water services for delinquent Daytona Beach Shores' sewer customers. The agreements state that both cities are the water suppliers of potable water to a portion of Daytona Beach Shores. These agreements shall be maintained pursuant to comprehensive plan policies 4-1.2.3 and 4-1.2.4. At this time the City is not considering establishing any detailed agreements with the water providers.

Section II

EXISTING AND ALTERNATIVE WATER SOURCES

The City does not have the financial or technical resources to provide potable water services on its own. It cannot design or economically construct its own water and wastewater systems because of its small size and location on a barrier island. As a result, it is dependent on Daytona Beach and Port Orange to provide services within the City. Both service providers extract raw water from groundwater in the Floridan Aquifer via wells located throughout the County of Volusia. There are no freshwater rivers within 10 miles which could be used as a source. The City is committed to protecting water sources through its wetland protection, Halifax River, pollution control and stormwater treatment comprehensive plan policies and land development code requirements.

ALTERNATIVE WATER SUPPLY SOURCES AND OPTIONS

Both Port Orange and Daytona Beach plan to increase and improve efficiencies in reclaimed water infrastructure and programs. Additionally, both water providers are obligated to identify and incorporate alternative water supply projects per the district Regional Water Supply Plan and/or applicable Florida Statutes.

~~Currently the City of Port Orange is a member of WAV. According to the WAV interlocal agreement, the WAV is responsible to provide alternative water supplies. Though the WAV's role has been reduced to planning, the Master Facilities Plan adopted by the WAV Board identified several key alternative water sources including: Surface Water from the St. Johns River, Artificial Recharge and Regional Aquifer Management Plan (RAMP) projects, Brackish Groundwater and Demand Reduction Strategies. Under the revised interlocal agreement, WAV members may implement alternative water supply projects independently, or as separate sub-groups within WAV.~~

Section III

WATER AND RECLAIMED WATER SYSTEMS

The City of Daytona Beach Shores relies on the City of Daytona Beach and Port Orange for potable water supply. The City does not own or operate a reclaimed water system. The City also does not receive any reclaimed water from its water providers. For information on the providers' water and reclaimed water systems please refer to the current Port Orange Water Supply Plan ~~(2007)~~ and the Daytona Beach Water Supply Plan ~~(2007)~~.

Section IV

WATER USE AND CAPITAL NEEDS

A. Historic Water Use & Demand Projections

Historic potable water use specific to Daytona Beach Shores is unavailable. The following demand analysis and projections contained in Table 3 below were derived using historical population, ~~a two percent annual~~ 2024 Daytona Beach Shores population projections ~~increase~~ and the City water providers' ~~current~~ daily usage per capita outlined in their respective current water supply plans. Although the Port Orange and Daytona Beach WSFWP planning period end in 2033, the data in Table 3 was extrapolated through 2034 in order to cover the minimum 10-year planning period for WSFWPs.

~~**Table 3:** Population and Water Demand Estimates (1980 – 2020)~~

~~YEAR~~	~~POPULATION (By Service Area)~~			~~GALLONS PER DAY (By Service Area)~~		
	~~Port Orange~~	~~Daytona Beach~~	~~Total~~	~~Port Orange~~	~~Daytona Beach~~	~~Total~~
~~1980~~	~~993~~	~~331~~	~~1,324~~	~~96,222~~	~~43,311~~	~~139,533~~
~~1990~~	~~1,751~~	~~584~~	~~2,335~~	~~169,696~~	~~76,384~~	~~246,080~~
~~2000~~	~~3,224~~	~~1,075~~	~~4,299~~	~~312,430~~	~~140,631~~	~~453,061~~

~~2006~~	~~3,735~~	~~1,245~~	~~4,980~~	~~361,922~~	~~162,908~~	~~524,830~~
~~2010~~	~~3,886~~	~~1,295~~	~~5,182~~	~~376,594~~	~~169,513~~	~~546,107~~
~~2015~~	~~4,014~~	~~1,338~~	~~5,353~~	~~388,996~~	~~175,095~~	~~564,092~~
~~2020~~	~~4,142~~	~~1,381~~	~~5,523~~	~~401,373~~	~~180,666~~	~~582,040~~

Table 3: Population and Water Demand Estimates (2025 – 2033)

YEAR	POPULATION (By Service Area)			GALLONS PER DAY (By Service Area)		
	Port Orange	Daytona Beach	Total	Port Orange	Daytona Beach	Total
2025	3,938	1,313	5,251	356,389	196,950	553,339
2030	4,164	1,388	5,552	376,842	208,200	585,042
2034	4,302	1,434	5,736	389,331	215,100	604,431

The following should be noted regarding the above projections: 1) The City of Daytona Beach Shores is a coastal resort and retirement community; 2) the City is physically limited in growth due to its jurisdictional location; 3) conservation measures within the City and service providing cities will eventually reduce the average per capita consumption over time as water supply is restricted by regulation and culture, thereby reducing the overall demand; 4) the demand estimations are based on each water provider's overall service area daily usage per capita as City-specific data was unavailable.

B. Current CUP Status & Source Needs Assessment

The Port Orange Water Supply Work Plan accounts ~~(2007) has yet to be approved by the State. However, the plan indicates that the City of Port Orange has accounted~~ for the projected potable water demand up to the year 2033 ~~2025~~ for its entire potable water service area. Port Orange's water service area includes the City of Daytona Beach Shores. The plan also notes that the City of Port Orange's CUP 8595 expires in 2043 ~~2022~~. However, per the plan, the permitted withdraws up to 2033 ~~2022~~ and firm pumping and treatment capacities can accommodate the entire service area for the planning period in question.

The City of Daytona Beach Water Supply Work Plan (2023) indicates ~~(2007) has also not been approved by the state. The current Daytona Beach~~ CUP 8834 expires in 20402011. According to the plan, the CUP can serve projected populations in its entire service area ~~a population of 123,500. With an increase in reuse the City will be able to serve 130,000 people by the year 2025. The existing service area population for Daytona Beach is 99,314. Further, the plan cites a 2006 Tetra Tech Study indicating that the 2025 projected demand will not exceed firm pumping capacity. The plan has listed as a priority serving existing and future development.~~ The plan notes that ~~Daytona Beach provides potable water to~~ Daytona Beach Shores is within the Daytona Beach service area.

Both water providers also have agreements with each other for interconnections inside and outside the City to assist in times of emergencies.

C. Intergovernmental Coordination and Concurrency

Pursuant to Sec.163.3180(2)(a), Florida Statutes, the City has adopted comprehensive plan Objective 9-1.5 and policies 4-1.2.4, 8-1.3.3 and 9-1.5.3, which requires consultation with the water provider and written assurance that adequate water supplies and facilities are available for proposed development prior to the issuance of building permit or its functional equivalent. The City's Land Development Code further requires certification from the water providers, regarding the aforementioned assurances, prior to the issuance of a development order. The aforementioned measures ensure that the City coordinates with the appropriate water provider to ensure that concurrency is addressed pursuant to state law.

D. Conservation and Reuse

The City enforces the St. John's River Water Management District's lawn and landscape irrigation rule, which limits irrigation to two days per week between the hours of 4 p.m. and 10 a.m., with some exceptions. In addition, the City has adopted landscape water conservation regulations that provide landscape and irrigation standards and regulations that require installation of water-saving plumbing devices. Further, the City will also promote and encourage the use of low impact development techniques pursuant to Policy 4-1.3.7. Further, the City requires a water conservation plan for new subdivisions and planned unit developments pursuant to Policy 4-1.3.8.

According to Volusia County Health Department data, there are several private wells within the City that are used to provide non-potable water uses. In addition, the City of Port Orange is no longer issuing separate irrigation meters for its Daytona Beach Shores service area.

~~Currently, City residents benefit from a rebate program for retrofitting to low flush fixtures. Both the City of Port Orange and Daytona Beach have continued to offer this rebate program.~~

Pursuant to comprehensive plan Policy 4-1.3.9, the City will also continue to pursue grant opportunities which would allow city projects to utilize stormwater for irrigation and other nonpotable water uses. The City currently has a wastewater agreement with the City of Port Orange to ensure that all the City's sanitary sewer is transmitted to and treated by the City of Port Orange for a fee. Though both water providers have indicated that providing reclaimed water to the City is currently not financially feasible, however, the City will continue to pursue this option throughout the planning period pursuant to comprehensive plan Policy 4-1.3.5.

E. Facility Work Plan Capital Needs

The City of Daytona Beach Shores does not own or operate a potable water supply system, treatment or extraction facility. Further, the City has not identified any supply deficiency for the duration of this plan. Consequently, the City has not provided any capital facility improvement for potable water in the City's capital improvement schedule. In addition, both the cities of Daytona Beach and Port Orange have not identified in their water supply work plan any capital facility improvement within the City of Daytona Beach Shores. Both water providers however have identified projects and funding sources for potable and reclaimed water facilities within other parts of their respective service areas.

F Planning Horizon

The planning horizon for the City's Water Supply Facilities Plan is 2033 ~~2020~~. The City will continue to investigate the need and feasibility of entering into service provision and reuse water agreements with water providers during the update of this plan.

Objective 4-1.4: Ensure that adequate stormwater drainage is provided by incorporating into the new Land Development Regulations of the City, the maintenance of the current stormwater management ordinance that requires on-site retention of stormwater in a 25-year, 24-hour storm. This standard shall apply throughout the planning period.

Policy 4-1.4.1: Maintain current stormwater retention requirements (which are the same as the aforementioned Levels of Service) throughout the planning period.

Policy 4-1.4.2: The maintenance of the existing swale system that is found on many of the collector and minor residential streets shall be continued throughout the planning period.

Policy 4-1.4.3: An education program for the residents of Daytona Beach Shores shall be developed that addresses proper pesticide and fertilizer application practices; the use of turf blocks as a substitute for impervious surface areas; the importance of maintaining motor vehicles to prevent the accumulation of oils, grease, transmission fluids, etc.; the importance of regularly collecting and carefully composting yard debris; and the importance of stabilizing sloping yards with appropriate vegetation to prevent erosion and to filter run-off. This information shall be disseminated to the City's residents by means of a news publication.

Objective 4-1.5: Water Quality Standards. The City shall maintain in the Land Development Code established water quality level of service standards.

Policy 4-1.5.1: Water Quality Level of Service. The City shall further protect groundwater from point and non-point pollution sources by assisting the State and St. Johns River Water Management District in managing water quality by preventing the discharge of poor quality stormwater into public water bodies through the adoption of the following level of service standard:

- **Water Quality Standard:** Stormwater facilities shall be designed to meet the design and performance standards established in Ch. 62-25, §25.025, and 62-40, FAC, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Ch. 62-302, §62-302.500, FAC.

Objective 4-1.6: Protection of the Natural Recharge Areas. The City has no prime aquifer recharge areas which have been identified by the St. Johns River Water Management District. The City has some productive surficial aquifer recharge areas. The City shall maintain land development regulations which include performance criteria designed to protect the function of recharge areas through open space retention and management of surface water runoff.

Policy 4-1.6.1: Improving Groundwater Recharge. During the site plan review process the City shall protect groundwater recharge areas by requiring all new construction projects to meet adopted standards and consider providing:

- Greater pervious open and green space;
- Require enforcement of the drainage level of service standard, including water quality criteria as well as criteria for managing aquifer recharge;
- French drains, slab-covered trenches or drainage wells, and limit overflows;
- Allow direct overland flow discharge to surface waters only when no other practical or effective method of stormwater discharge is possible; and
- Allow positive drainage discharges to surface waters only when other methods are impractical or impossible, and only when adequate pollution control (grit and grease) is provided.

Policy 4-1.6.2: Retrofitting Existing Non-Conforming Development. By December 2015, the City of Daytona Beach Shores shall investigate and determine if any retrofitting is necessary in order to be consistent with existing regulations protecting recharge areas.

Objective 4-1.7: Daytona Beach Shores shall consider the feasibility of providing sanitary sewer services within a 10-year planning horizon for any development, within city limits, of more than 50 residential lots, whether built or unbuilt, with more than one on-site sewage treatment and disposal system per one (1) acre.

Policy 4-1.7.1: The feasibility study shall identify (i) the name and location of the wastewater facility that could receive said sanitary flows after connection; (ii) the capacity of the facility and any associated transmission facilities; (iii) the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer; and (iv) a timeline for the construction of the sanitary sewer system.

Policy 4-1.7.2: An on-site sewage treatment and disposal system is presumed to exist on a parcel if sanitary sewer services are not available at or adjacent to the parcel boundary.

CHAPTER 5: COASTAL MANAGEMENT ELEMENT

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

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

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

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

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

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

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

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

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

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

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

Policy 5-1.2.1: Beautify beach entrances through the placement of planters and/or other landscaping.

Policy 5-1.2.2: The City shall require, in coordination with the County, all new development, where the excavation of any site is necessary to accommodate any structure, that the sand removed from the excavation shall, when necessary, be used for the said restoration and redevelopment of a dune system. This requirement shall be maintained in the Land Development Regulations.

Policy 5-1.2.3: The City appreciates that its economic base is built on tourism, and that maintaining a high level of tourist interest depends, to a great extent, on the quality of the beach. Therefore, the City shall not allow any use to be built on the east side of SR A1A and South Atlantic Avenue that is not compatible with the recreation/aesthetic function of the beach. This includes, but is not limited to, industrial, warehousing, distribution, "heavy" commercial (i.e., gasoline service stations, automotive repair facilities, etc.) This shall be controlled through the Land Development Regulations that were completed in 1990, and shall be in force throughout the planning period.

Objective 5-1.3: ~~By December 31, 2003, the City of Daytona Beach Shores shall have developed a method for maintaining or restoring, where necessary, the natural condition of the coastal environmental.~~ Promote the vitality and resiliency of the coastal environment.

Policy 5-1.3.1: Promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands .~~Continue to encourage~~ by, among other things, encouraging the County, ~~and~~ State, and Federal government to plan for and allocate resources for beach renourishment programs, including vegetation restoration for sand dunes.

Policy 5-1.3.2: Promote Propagation of Fish and Wildlife. The City shall incorporate criteria in the land development regulations which require consideration of the impact of development on submerged lands and other habitats for fish and wildlife. The criteria shall be implemented to ensure maintenance of essentially natural conditions in order to further the propagation of fish and wildlife as well as public recreation opportunities.

Objective 5-1.4: Ensure the provision of safe and adequate public access to the beach. These existing public access areas will be improved to provide safe and adequate access to the beach.

Policy 5-1.4.1: The public access requirements of the Coastal Zone Protection Act of 1985 shall be enforced.

Policy 5-1.4.2: Encourage developers, through incentives, to provide space for public pedestrian accessways.

Policy 5-1.4.3: Acquire rights-of-way for pedestrian beach access and public parking facilities.

Policy 5-1.4.4: Coordinate private/public joint ventures to provide parking lots west of A1A that would be linked to the beachside through pedestrian access points.

Policy 5-1.4.5: Examine all financial resources available, including the use of tax increment financing, to provide municipal parking lots west of A1A (where land values are more appropriate for this use), that would be linked to the beach side through pedestrian crossovers.

Objective 5-1.5: Protect human life from the hazards of a natural disaster in the coastal zone.

Policy 5-1.5.1: (a) Ensure the continued adequacy of evacuation routes by comparing current capacity to demand periodically. The level of service standard shall not be allowed to be lower than LOS "D" during the time of a hurricane in any category storm. This should ensure the efficient removal of all residents and visitors from the City back to the mainland in the event of a major storm. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objective contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study. These standards shall be maintained throughout the planning period and shall be demonstrated by utilizing acceptable scientific modeling.

Policy 5-1.5.2: Distribute information on hurricane evacuation procedures, shelter availability, etc. to the public.

Policy 5-1.5.3: Increase information distribution regarding hazard mitigation during the months of June through October.

Policy 5-1.5.4: Develop a redevelopment plan that would set guidelines for future relocation, replacement, and replacement of damaged structures in case of a natural disaster. This post-disaster redevelopment plan shall be completed as determined by the City Commission ~~Council~~, but no later than December 31, 2030 ~~2015~~. Any post-disaster redevelopment plan must distinguish between immediate repair and clean-up actions vs. long-term repair and redevelopment activities. This redevelopment plan must also address limiting redevelopment in areas of repeated damage and incorporate the recommendations of inter-agency hazard mitigation reports.

Policy 5-1.5.5: The City shall require that all infrastructure is available to serve development or redevelopment in its coastal area at the densities proposed in the Future Land Use Element, consistent with coastal resource protection and safe evacuation, by assuring funding for infrastructure that will be phased to coincide with the demands generated by development or redevelopment. The City recognizes that its entire land area falls within the Hurricane Vulnerability Zone. Therefore, it has a policy that it has already adopted through its building code that requires all new development to be built to withstand hurricane force winds. This policy shall remain in effect throughout the planning period.

Policy 5-1.5.6: Advise handicapped individuals to pre-register with Emergency Management to assure their safe and timely evacuation, when necessary.

Policy 5-1.5.7: The City shall maintain and enforce the Land Development Code which states that public funds shall not be used to contribute to the expansion of any hazardous condition in the community. However, this shall not be construed to include any project that would restore or enhance any of the City's natural resources.

Policy 5-1.5.8: Proposed comprehensive plan amendments shall be consistent with state coastal high-hazard provisions as follows:

1. The level of service for out-of-county hurricane evacuation shall be no greater than sixteen (16) hours for a category 5-storm event as measured on the Saffir-Simpson scale.
2. Proposed Comprehensive Plan amendments shall demonstrate that a 12-hour evacuation time to the nearest shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and

shelter space is reasonably expected to accommodate the residents of the development contemplated; or
3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. The City and developer shall enter into a binding agreement to memorialize the mitigation plan.

Policy 5-1.5.9: Voluntary redevelopment within the CHHA or the build back of existing residential development destroyed in a disaster shall be limited to the pre-disaster density or intensity.

Policy 5-1.5.10: The City's Land Development Code shall continue to maintain ~~be amended by Dec. 31, 2011 to reflect~~ Policy 5-1.5.9 above and ~~to~~ by December 31, 2025 establish a vested rights process intended to safeguard private property rights within the CHHA.

Objective 5-1.6: The City shall continue to require all new development and any redevelopment of an existing development which is adding 5,000 square feet of impervious area to fully comply with all requirements of Chapter 9, Stormwater Management, of the Land Development Code.

Policy 5-1.6.1: Continue to require stormwater runoff retention/detention sites within all developments.

Policy 5-1.6.2: Continue to require minimum green areas within development sites.

Policy 5-1.6.3: The City shall encourage the Florida Department of Transportation to continue to maintain all storm drain structures within the City throughout the planning period.

Objective 5-1.7: On an annual basis, the City of Daytona Beach Shores shall incorporate into the Capital Improvement Program (CIP) public infrastructure expenditures that promote responsible development of the area due to the City's vulnerability to a natural disaster, while providing the roads and other necessary infrastructure to serve existing demand and guarantee the adequate availability of evacuation and hazard mitigation routes and systems.

Policy 5-1.7.1: Through coordination with State and County transportation agencies, allocate necessary resources to improve all existing deficiencies in the road system.

Policy 5.1.7.2: The City of Daytona Beach Shores shall investigate funding opportunities to develop a comprehensive, basin-wide stormwater management plan in conjunction with Volusia County and other local governments. The plan shall provide a basis for adopting regulatory measures for enhancing water quality and preventing flooding.

Policy 5-1.7.3: Continue to participate in intergovernmental coordination actions to avoid duplicity of services and regional over-expenditures.

Policy 5-1.7.4: The following level of service standards shall be applied for all facilities within the coastal area:

- Sanitary sewers - ~~250 gallons per dwelling unit per day~~ 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial development

- Solid Waste - 10 pounds per capita per day. 10 lbs/1,000 square feet of non-residential development

- Potable water - The main residual pressure shall be 20 pounds per square inch during fire flow
  - Area Served by Port Orange ~~110 gallons per capita per day~~ 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial development
  - Area Served by Daytona Beach 150 gallons per capita per day
- Drainage facilities - 25 year, 24-hour design storm (per FDOT Drainage Manual)

Policy 5-1.7.5: Existing Infrastructure in the CHHA. The City shall maintain a priority list of infrastructure facilities located in the Coastal High Hazard Area (CHHA) which could be relocated, mitigated or replaced should state funding become available for such activities.

Policy 5-1.7.6: The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Objective 5-1.8: The City shall continue to work with Volusia County beach and shoreline stabilization program to ensure the protection and redevelopment of the beach and dune system and shall urge the County to buildup breached areas of the dune system. All re-established dunes shall meet the minimum standards established in the County's beach and dune protection ordinance.

Policy 5-1.8.1: The City shall require all developers in new development activities to either store sand materials for a beach renourishment program or deposit the sand on the beach to begin to re-establish a dune system. This shall be included as a regulation in the new Land Development Code that will be developed subsequent to the adoption of this Comprehensive Plan.

Objective 5-1.9: The City shall undertake the measures identified in the following policies, and by December 31, 2004, the City will have coordinated with Volusia County in revising and updating the peacetime emergency plan, in order to reduce the exposure of human life and property to natural hazards and disasters.

Policy 5-1.9.1: This peacetime emergency plan establishes that temporary housing accommodations may include:

1. Unoccupied, available government owned housing:
2. Unoccupied, available housing units financed totally or in part with government funds;
3. Privately owned rental properties;
4. Mobile homes;
5. Minimal repairs to the victim's home to make it habitable until permanent restoration can be made; and
6. Rental or mortgage payments to or on behalf of individuals or families who have received written notice of eviction or foreclosures due to financial hardship caused by the major disaster.

Objective 5-1.10: The City shall continue to coordinate with Volusia County to implement the Beach Habitat Conservation Plan and Beach Lighting Ordinance.

Policy 5-1.10.1: The City shall encourage the enforcement of the adopted Volusia County legislation with regards to lighting on the beach during the nesting season for sea turtles. The City shall maintain the County's standards or more restrictive standards.

Policy 5-1.10.2: The City shall encourage oceanfront properties to engage in "light-dimming" during the sea turtle nesting season.

Objective 5-1.11: The City shall protect the environmental resources of the Halifax River within its jurisdiction by regulating boating impacts.

Policy 5-1.11.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 128 boat slips to exist along the Halifax River shoreline, including both existing and future slips (i.e. single family docks, wet slips, dry slips, or boat trailer parking spaces at boat ramps), unless the City acquires additional boat slip entitlements via the Florida voluntary annexation process, Sec. 171.044, Florida Statutes.

Policy 5-1.11.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a minimum of one dock per lot.

Policy 5-1.11.3: The City shall encourage public marina services or storage operations which provide public dry storage for motorized boats along the Halifax River shoreline.

Policy 5-1.11.4: The City and Volusia County shall sign a memorandum of understanding outlining the procedure for permitting new docks, boat ramps and marinas within the City consistent with the Volusia County Manatee Protection Plan.

Policy 5-1.11.5: All docking facilities applications, including marinas, shall demonstrate compliance with all applicable state and federal law.

Policy 5-1.11.6: No less than ten (10) percent of the future slip allocation shall be applied to public use facilities.

Policy 5-1.11.7: Where the opportunity exists, the sharing of multi-slip facilities and aggregation of slips shall be encouraged during development and redevelopment, including for single-family residences.

Objective 5-1.12: The City shall coordinate with Volusia County to establish a new quasi-public marina along the Halifax River.

Policy 5-1.12.1: The first priority for providing new boat slips is the creation of a new quasi-public marina, utilizing the criteria in Policy 5-1.12(2), and all new boat slips shall be consistent with the Volusia County Manatee Protection Plan as approved on October 19, 2005, as amended.

Policy 5-1.12.2: Utilize as part of the land development regulations, standards for marina siting or expansion to include the following criteria with priority given to existing or expanding marinas:

A. Marinas shall be located in areas where the least dredging and maintenance are required and where aquatic resources shall not be adversely affected.
B. Sufficient upland areas to accommodate needed support facilities such as adequate parking, dry storage, work areas, stormwater management facilities, and other non-water dependent uses.
C. The location of marinas and docking facilities in areas which require minimal or no dredging or filing to provide access by either canal, channel or road.
D. The marina areas and navigation access channels shall not be dredged to depths greater than necessary to prevent prop dredging.

E. Marina basins shall be located where there is an existing basin and access channel and adequate depths to accommodate the proposed use. A minimum existing depth of four feet below mean low water shall be required.
F. Facilities shall be designed to maximize or improve water circulation patterns and shall not adversely affect existing circulation pattern.
G. Any buffer zones established by FDEP's Shellfish Environmental Assessment Section shall be maintained and where necessary, enhanced or expanded.
H. Marinas shall not be permitted in areas where approved or conditionally approved shellfish harvesting would be severely impacted and/or sections closed to shellfish harvesting.
I. Marinas should not be permitted in areas which have been determined by FDEP and USFWS to be critical to the survival of the protected manatee.
J. Prior to the operation of any new marina fueling facility or expansion of an existing facility, a fuel management/spill contingency plan shall be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill.
K. Sewer pump-out service and facilities shall be available and accessible to all new boat slips constructed or renovated inside marinas.
L. All new or expanded marinas shall provide water quality monitoring data which complies with state water quality standards under a program approved by the FDEP.
M. The City will participate in the manatee protection through the continued use of manatee protection criteria in development regulations, in accordance with the provisions of the Conservation Element, and the Volusia County Manatee Protection Plan.
N. Quasi-public marinas shall only be located on properties south of Dunlawton Boulevard (S.R. A1A) and shall not have a Low Density or Low Intensity Residential Future Land Use classification.

Policy 5-1.12.3: New or expanded marina facilities shall utilize dry storage to the fullest extent possible in addition to wet slips.

Objective 5-1.13: The City shall eliminate inappropriate and unsafe development, and mitigate the flood risk to existing and future development, in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise. The City's Land Development Code shall maintain the following requirements ~~be amended to reflect corresponding requirements by December 2018~~.

Policy 5-1.13.1: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise shall be required to utilize building design specifications, engineering solutions, site development techniques, and management practices (ie requiring higher minimum floor elevations, retrofitting buildings for increased flood risk, deigning infrastructure that can withstand higher water levels such as raising seawalls and installing tidal valves, implementing natural drainage feathers such as bioswales) that reduce risk and loses due to flooding.

Policy 5-1.13.2: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall meet or exceed the flood-resistant construction requirements of the Florida Building Code (i.e. requiring higher minimum floor elevations, retrofitting buildings, requiring the use of flood damage-resistant materials).

Policy 5-1.13.3: New development and redevelopment shall be consistent with flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 5-1.13.4: Construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 shall be consistent with chapter 161.

Policy 5-1.13.5: The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

Policy 5-1.13.6: The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (NFIP) to achieve flood insurance premium discounts for residents.

CHAPTER 9: CAPITAL IMPROVEMENTS ELEMENT

Goal 9-1: The City shall continue to provide needed public facilities to its businesses and residents in a manner that maximizes existing City infrastructure investments, and promotes orderly urban growth.

Objective 9-1.1: Capital improvements will be accomplished to correct deficiencies and accommodate desired future growth as indicated in the 5-Year Schedule of Improvements. This Capital Improvements Element will supplement the Capital Improvements Program that is in existence in the City and is required to be updated annually according to the City charter. Both the Capital Improvements Program and this Capital Improvements Element will be used as a means to meet the needs of the City for the construction of capital facilities necessary to address existing deficiencies, accommodate future growth, and to replace obsolete or worn out facilities.

Policy 9-1.1.1: The City shall include all projects identified in the other elements of this Plan estimated to cost $10,000 ~~$15,000~~ or more as capital improvements projects to be included in the 5-Year Schedule of Improvements.

Policy 9-1.1.2: A Capital Improvements Coordinating Committee, consisting of the City Manager, City Planner, Finance Director and Community Services/Public Works Director, shall be maintained to evaluate and prioritize projects proposed to the City Council for inclusion in the Capital Improvements Program.

Policy 9-1.1.3: Proposed capital improvements projects shall be evaluated and prioritized according to the following guidelines:

(a) whether the project is needed to protect public health and safety, to fulfill the City's legal obligations to provide facilities and services, or to achieve full use of existing facilities; and
(b) whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs.

Policy 9-1.1.4: The City shall adopt the following 5-year Capital Improvements Schedule which shall be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future.

TABLE 11: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

(in thousands)

Project Number	Project Name	FY17-18 Current Budget	FY18-19	FY19-20	FY20-21	FY21-22	Total Project Cost
Parks & Recreation							
1	Renovate Beach Walkovers	$491,100					$491,100
Parks & Recreation Total		*$491,100*					*$491,100*
-		-	-	-	-	-	-
Transportation							
2	Road Improvements	$34,100	$15,000	$15,000	$15,000	$15,000	$94,100
3	A-1-A Crosswalks	$60,000					$60,000
Transportation Total		*$94,100*	*$15,000*	*$15,000*	*$15,000*	*$15,000*	*$154,100*
-	-	-	-	-	-	-	-
Physical Environment							
4	Sewer Line R&R	$100,000	$50,000	$50,000	$50,000	$50,000	$300,000
Physical Environment Total		*$100,000*	*$50,000*	*$50,000*	*$50,000*	*$50,000*	*$300,000*
-	-	-	-	-	-	-	-
TOTAL ALL CATEGORIES		**$685,200**	**$65,000**	**$65,000**	**$65,000**	**$65,000**	**$945,100**
-	-	-	-	-	-	-	-

Note: Any project not identified as CRA or Sewer Fund is a General Fund project.

Project ID	PROJECT	TOTAL EXPENDITURE	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Transportation							
1-308	CROSSWALKS	$172,900	$172,900	$0	$0	$0	$0
2-308	FLORIDA SHORES REPAVE	$40,000	$0	$0	$40,000	$0	$0
3-308	OCEANSWEST BLVD REPAVE	$340,000	$0	$0	$100,000	$120,000	$120,000
	Transportation Total	*$552,900*	*$172,900*	*$0*	*$140,000*	*$120,000*	*$120,000*
Parks and Recreation							
4-322	DUNE WALKOVERS	$615,000	$615,000	$0	$0	$0	$0
5-322	TENNIS COURT CLAY RESURFACE	$70,000	$0	$70,000	$0	$0	$0
	Parks and Recreation Total	*$685,000*	*$615,000*	*$70,000*	*$0*	*$0*	*$0*
Physical Environment							
6-409	FORCEMAIN PROJECT-PHASE 1	$14,000,000	$1,000,000	$10,000,000	$3,000,000		
7-409	MASTER REHABILITATION	$4,500,000	$500,000		$4,000,000		
8-409	MASTER ROOF REPLACEMENT	$24,000		$24,000			
9-409	MASTER STATION ODOR CONTROL	$568,000	$568,000				
10-409	SLIP LINING SEWER LINES	$1,337,000	$337,000	$250,000	$250,000	$250,000	$250,000
11-409	STATION 3 ROOF REPAIRS	$28,500	$28,500				
12-409	STATION 5 REHABILITATION	$200,000		$200,000			
13-409	STATION 5 SPARE PUMP	$200,000	$100,000	$100,000			
14-409	STATION 6,7,9,10 GENERATOR REPLACEMENT	$475,000	$375,000	$100,000			
15-409	STATION RENOVATIONS	$11,000,000	$8,000,000	$3,000,000			
16-409	MANHOLE REPLACEMENT	$6,000,000		$5,000,000	$1,000,000		
	Physical Environment Total	*$38,332,500*	*$10,908,500*	*$18,674,000*	*$8,250,000*	*$250,000*	*$250,000*
	TOTAL	$39,570,400	$11,696,400	$18,744,000	$8,390,000	$370,000	$370,000

Policy 9-1.1.5: The City shall adopt the following Volusia County School District Five-Year Work Program:

Volusia County School District Five-Year Work Program

	~~2017-2018~~	~~2018-2019~~	~~2019-2020~~	~~2020-2021~~	~~2021-2022~~
~~**Major Projects - New Construction**~~					
~~Bonner Elm - Master Plan~~		~~10,000,000~~	~~1,000,000~~		
~~Chisholm Elm - Replacement~~	~~14,000,000~~	~~2,000,000~~			
~~Chisholm Elm - Additional Capacity~~	~~5,000,000~~				
~~Deltona Middle - Master Plan~~	~~2,000,000~~		~~50,000,000~~	~~3,000,000~~	
~~George Marks Elm - Master Plan~~	~~2,000,000~~	~~17,000,000~~	~~2,000,000~~		
~~George Marks Elm - Additional Cpcty~~		~~3,000,000~~			
~~Pierson Elm - Replacement FF&E~~	~~2,000,000~~				
~~Read Pattillo K-8 - Replacement~~				~~2,000,000~~	~~19,000,000~~
~~Read Pattillo K-8 - Additional Cpcty~~					~~6,000,000~~
~~Tomoka Elm - Master Plan~~		~~2,000,000~~		~~18,500,000~~	~~2,500,000~~
~~Tomoka Elm - Additional Capacity~~				~~1,500,000~~	
~~**Total New Construction**~~	~~**25,000,000**~~	~~**34,000,000**~~	~~**53,000,000**~~	~~**25,000,000**~~	~~**27,500,000**~~
~~**Projects at Existing Schools & Facilities**~~					
~~Atlantic HS - HVAC Units & Chiller Upgrade~~	~~1,800,000~~				
~~Brewster Center - Interior Renovations~~				~~3,000,000~~	
~~Charter School Capital Outlay from LCIF~~	~~1,000,000~~	~~1,000,000~~	~~1,000,000~~	~~1,000,000~~	~~1,000,000~~
~~Creekside Mid - HVAC Bldgs 6,8,2,10~~	~~1,200,000~~	~~1,200,000~~			
~~DeLand Warehouse - Lease~~	~~103,000~~	~~105,060~~	~~107,161~~	~~109,304~~	~~111,490~~
~~DeLand HS - Upgrade Fire Alarm & Intercom~~		~~1,300,000~~			
~~DeLand Mid - HVAC, Ceiling Lighting~~	~~10,500,000~~				
~~Deltona HS - ADA Accessibility~~			~~2,000,000~~		
~~Deltona Trans/Maint - Pavement Improvements~~				~~1,500,000~~	
~~Enterprise Elm - Renovations~~				~~1,000,000~~	~~5,000,000~~
~~Freedom Elm - Renovate Parent~~			~~380,000~~		

Loop/Parking					
Heritage Mid - HVAC	1,600,000	1,600,000	1,600,000	1,600,000	
High Banks Lrn Ctr - Renovate North Parking Lot			140,000		
Hinson Mid - Media HVAC & Bldg AC Units	1,300,000				
Indian River Elm - Replace Heat Pump & Piping	1,500,00				
Longstreet Elm - Renovate Admin & Media Center				1,000,000	5,000,000
New Smyrna Bch Mid - Renovations & Additions				1,000,000	10,000,000
Orange City Elm - Renovations & Additions		1,500,000	12,000,000	1,500,000	
Ortona Elm - Reno & Site Imprvmnts				1,000,000	4,000,000
Osceola Elm - Renovations			1,500,000	12,000,000	1,500,000
Pathways Elm - Campus Reroof	1,150,000				
Pine Ridge HS - Campus Reroof	260,000	3,000,000			
Pine Ridge HS - Chiller 3 & 4 & Bldg 2 HVAC	1,650,000				
Portables - Lease	100,000	100,000	100,000	100,000	100,000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Seabreeze HS - Chilled Water Plant	180,000	180,000	180,000		
Spruce Creek Elm - Replace all Campus Windows			1,000,000		
Spruce Creek HS - Master Plan	2,000,000		20,000,000		
Starke Elm - Renovations				500,000	4,000,000
Sunrise Elm - Reroof Campus	120,000	1,300,000			
Various Facilities - Facilities Review Projects	10,644,000	11,000,000	11,000,000	11,000,000	11,000,000
Various Schools - High School Athletics	1,640,000	1,470,000	1,510,000	1,565,000	1,565,000
Various Schools - Infrastructure for Technology	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Various Schools - Media Center Retrofits	500,000	500,000	500,000	500,000	500,000
Various Schools - Minor Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Various Schools - Security	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Westside Elm - Reno & Addition	13,000,000		1,500,000		
Westside Elm - Additional Capacity	2,000,000		500,000		
Woodward Elm - Reno & Addition		1,000,000		10,000,000	2,000,000
Total Major Projects at Existing Schools & Facilities	**58,147,000**	**32,775,060**	**62,537,161**	**54,274,304**	**51,676,490**
Facilities Management					
Facilities Mngment - Various Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Technology					
ERP Software - Enterprise Resource Planning	7,000,000	966,563	966,563	966,563	966,563
Network EDP& Communications Equipment	4,876,000	9,000,000	9,000,000	9,000,000	9,000,000
New District Financial & Student Software Systems	4,000,000				
Total Technology	**15,876,000**	**9,966,563**	**9,966,563**	**9,966,563**	**9,966,563**
System Wide Equipment & Vehicles					
Various Schools & Dept Furn.& Equip.	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Equipment & Vehicles	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**
Buses					
Transportation Dept - Bus Rplcmnt	2,868,408	2,760,176	2,760,176	2,760,176	2,760,176
PROJECT TOTALS	**105,391,408**	**83,001,799**	**131,763,900**	**95,501,043**	**95,403,229**
Transfers					
Transfers - To General Fund	6,962,268	4,962,268	2,962,268	2,962,268	2,962,268
Transfers - To Debt Service	24,743,921	38,477,338	38,478,188	38,476,013	38,472,188
Total Transfers	**31,706,189**	**43,439,606**	**41,440456**	**41,438,281**	**41,434,456**

~~GRAND TOTAL~~	~~137,097,597~~	~~126,441,405~~	~~173,204,356~~	~~136,939,324~~	~~136,837,685~~

Volusia County Schools

2025-2029 Capital Five-Year Work Program Forecast

(Detail)

Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Sources - revenues					
State sources:					
CO&DS distributed	$ 2,250,000	$ 2,250,000	$ 2,250,000	$ 2,250,000	$ 2,250,000
Interest on undistributed CO & DS	16,500	16,500	16,500	16,500	16,500
Total state sources	2,266,500	2,266,500	2,266,500	2,266,500	2,266,500
Local sources:					
Ad valorem property taxes	99,170,467	94,018,320	97,250,400	102,439,152	106,686,288
Local Sales tax Investment	65,626,997	66,539,629	67,464,953	68,403,144	69,354,383
Income Impact fees	1,580,000	1,370,000	1,160,000	950,000	740,000
	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Total local sources	176,377,464	171,927,949	175,875,353	181,792,296	186,780,671
Total sources	**178,643,964**	**174,194,449**	**178,141,853**	**184,058,796**	**189,047,171**
Uses - expenditures					
New Construction					
Central Warehouse	-	-	2,500,000	15,000,000	-
Enterprise Elm - K-8 Replacement School	66,000,000	-	-	-	-
Hinson Mid - Classroom Addition	-	-	-	1,000,000	10,000,000
Indian River Elm - Classroom Addition	-	-	-	-	500,000
Manatee Cove Elm - 11 Classroom Addition	700,000	12,000,000	500,000	-	-
Pathways Elm - 11 Classroom Addition	700,000	12,000,000	500,000	-	-
Pine Ridge HS - 14 Classroom Addition	700,000	16,000,000	500,000	-	-
Port Orange Elm - Renovations	-	-	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School Southwestern	2,000,000	62,000,000	2,000,000	-	-
Mid - Renovate Kitchen and Multipurpose Spruce Creek	6,000,000	-	-	-	-
Elm - Campuswide HVAC and Lighting Starke Elm -	-	-	1,200,000	15,500,000	-
Renovations and Additions	1,750,000	-	-	-	-
Volusia Pines Elm - Classroom Addition	-	-	-	-	700,000
Woodward Avenue Elm - Finishes and Infrastructure Bldgs	4,500,000	-	-	-	-
Total New Construction	82,350,000	102,000,000	7,950,000	40,000,000	21,200,000
Projects at Existing Schools and Facilities					
All High Schools - Athletic Facility Leases	180,000	180,000	180,000	180,000	180,000
Atlantic HS - Press Box and Restroom Buildings	1,383,000	-	-	-	-
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	-	-	-	-
Atlantic HS - Upgrade HVAC, Ceiling and Lighting Bldg. 4	-	2,786,400	-	-	-
Atlantic HS - Technology Lab Conversion	-	-	-	500,000	-
Blue Lake Elm - Renovate Basketball Courts	318,324	-	-	-	-
Brewster Center - Replace Emergency Generator Brewster	601,200	-	-	-	-
Center - Repair Floor Joists	-	117,600	-	-	-
Brewster Center - Upgrade Main Electrical Distribution	-	-	2,000,000	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Campbell Mid - Upgrade HVAC Bldgs. 1 and 2	-	-	1,129,086	-	-
Campbell Mid - Upgrade HVAC Bldgs. 5 and 9	-	1,817,016	-	-	-
Campbell Mid - Upgrade HVAC Bldgs. 8 and 10	-	-	518,906	-	-
Citrus Grove Elm - Upgrade Fire Alarm and Intrusion Monit	174,000	-	-	-	-
Creekside Mid - Replace Stage Lighting and Sound System	-	-	900,000	-	-
DeBary Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 1	-	-	4,277,362	-	-
a DeLand Warehouse - Lease	238,122	250,028	262,529	275,655	-
DeLand Administrative Complex - Upgrade Data Center	250,000	-	-	-	-
Bac Deltona HS - Upgrade Stage Lighting	900,000	-	-	-	-
Deltona HS - Rebuild Chillers, Cooling Tower and Piping	-	2,700,000	-	-	-
DeLand Mid - Remodel Science Labs Bldgs. 16 and 17	1,740,000	-	-	-	-
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	-	-	-	-

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Deltona HS - Replace Intercom Wiring	786,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
DeLand HS - Upgrade HVAC Bldg. 17	-	-	1,890,850	-	-
Deltona HS - Technology Lab Conversion	-	-	-	500,000	-
Discovery Elm - Replace Chillers 1 and 2	1,500,000	-	-	-	-
Edgewater Public Elm - Renovate Media Center Edgewater Public	360,000	-	-	-	-
Elm - Upgrade Parking Lot and Bus Loop Edgewater Public Elm -	-	-	400,000	-	-
Replace Stage Lighting and Sound S Forest Lake Elm - Parent Loop	-	600,000	-	-	-
Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System Freedom	-	600,000	-	-	-
Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Friendship Elm - Upgrade HVAC Bldg. 3 and Cooling Towers	3,235,445	-	-	-	-
Friendship Elm - Upgrade HVAC Bldgs. 1 and 2	-	-	3,368,400	-	-
Friendship Elm - Replace Switchgear Bldg. 4	-	284,000	-	-	-
Heritage Mid - Replace Roof Campus Wide	3,750,000	-	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling and Lighting Bldg. 2 Herbert	-	3,500,000	-	-	-
Street Center - Upgrade HVAC	-	-	-	1,969,859	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Heritage Mid - Convert Computer Lab to Science Lab Bldg. Hinson	-	648,000	-	-	-
Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Hinson Mid - Upgrade HVAC, Ceiling and Lighting Bldgs. 3 a Horizon	-	3,778,307	-	-	-
Elm - Replace Chiller Bldg. 11	-	345,000	-	-	-
Indian River Elm - Upgrade HVAC, Ceiling and Lighting Bldg Indian	-	-	3,115,348	-	-
River Elm - Replace Switchgear Bldg. 4	-	360,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation New Smyrna	111,840	-	-	-	-
Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide Osceola	-	-	1,500,000	-	-
Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Palm Terrace Elm - Upgrade CEP	-	2,159,740	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665
Pathways Elm - Replace Outside Air Units	1,000,000	-	-	-	-
Pathways Elm - Upgrade Parking Lot Lighting	-	-	258,000	-	-
Pine Ridge HS - Repair Wall Flashings Bldg. 8	319,200	-	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldg. 4	3,967	-	-	-	-
Ridge HS - Replace Intercom	-	834,000	-	-	-
Pine Ridge HS - Technology Lab Conversion	-	-	-	500,000	-
Portables - Moves and Compliance	900,000	400,000	400,000	400,000	400,000
R.J. Longstreet Elm - Upgrade Parking Lot and Canopy Light River	-	200,000	-	-	-
Springs Mid - Replace Gutters and Downspouts River Springs Mid -	648,000	-	-	-	-
New Chiller Plant	-	-	3,500,000	-	-
River Springs Mid - Convert Three Classrooms to Science La	-	1,656,000	-	-	-
Seabreeze HS - Reroof Bldg. 13	630,672	-	-	-	-
Seabreeze HS - Upgrade HVAC Bldgs. 7 and 15	3,800,000	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Seabreeze HS - Upgrade Parking Lot Lighting	-	546,000	-	-	-
Silver Sands Mid - Renovate Media Center	-	456,000	-	-	-
Silver Sands Mid - Replace Stage Lighting and Sound System	900,000	-	-	-	-
Silver Sands Mid - Replace WSHP and Pumps Bldg 11	1,060	-	-	-	-
Sands Mid - Replace Gymnasium Bleachers	-	400,000	-	-	-
South Daytona Elm - Upgrade Fire Alarm and Intrusion Mo	174,000	-	-	-	-

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)

Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Southwestern Mid - Convert Classroom to Science Lab Bldg	1,040,000	-	-	-	-
South Daytona Elm - Upgrade Kitchen Flooring, Lighting an	-	354,000	-	-	-
Spirit Elm - Upgrade HVAC Bldg. 6	-	1,668,455	-	-	-
Spirit Elm - Upgrade HVAC Bldg. 7	-	-	539,918	-	-
Spirit Elm - Upgrade HVAC Bldgs. 1 and 2	-	-	2,780,780	-	-
Spirit Elm - Upgrade HVAC Bldgs. 3 and 5	-	-	2,799,215	-	-
Spruce Creek HS - Upgrade Main Electrical Switchgear Spruc	115,200	-	-	-	-
Creek Elm - Replace 60 Ton Chiller	-	321,369	-	-	-
Spruce Creek HS - Auditorium Seating and Flooring Sunrise Elm -	-	1,290,000	-	-	-
Upgrade HVAC, Ceiling, Lighting Bldg. 2 and C Sweetwater Elm -	-	2,733,566	-	-	-
Replace 60 Ton Chiller	308,827	-	-	-	-
T. Dewitt Taylor Mid-HS - Upgrade Chiller Plant University HS - New	-	-	-	1,500,000	-
Marquee	102,000	-	-	-	-
University HS - Press Box	507,360	-	-	-	-
University HS - Upgrade Fire Booster Pump and Controls University	534,000	-	-	-	-
HS - Upgrade Fire Alarm and Intrusion Monitorin Various - Security	252,000	-	-	-	-
Various - Infrastructure for Technology	2,543,670	2,543,670	2,543,670	2,543,670	3,000,000
Various - Minor Projects	250,000	250,000	250,000	250,000	250,000
Various Schools - High School Athletics	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - BDA	1,602,200	2,377,200	1,000,000	1,000,000	1,000,000
Various Schools - Playgrounds	945,938	945,938	-	-	-
Various Schools - Leased Portables	300,000	300,000	300,000	300,000	300,000
Volusia Pines Elm - Replace Fire Alarm	100,000	100,000	100,000	100,000	100,000
Volusia Pines Elm - Upgrade HVAC Bldgs. 1, 2 and 6 Volusia P	1,860,000	-	-	-	-
Elm - Upgrade HVAC Bldgs. 3, 5 and 7 Volusia Pines Elm - Up	[illegible]	-	-	-	-
HVAC Bldgs. 4 and 8 Woodward Avenue Elm - Upgrade HVAC Bldg.	-	2,978,000	-	-	-
1 Pod 11 Total Projects at Existing Schools and Facilities	-	-	1,100,000	-	-
	-	819,422	-	-	-
Facilities Management	56,999,020	61,012,020	40,042,729	14,047,850	9,258,865
Contingency					
Contingency - Operations					
Facilities Management	8,500,000	8,500,000	9,000,000	9,000,000	9,000,000
Total Facilities Management	2,000,000	-	-	-	-
	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology	13,300,000	11,300,000	11,800,000	11,800,000	11,800,000
Various Secondary Schools - CTE Technology Equipment Centegix					-
Various Schools & Depts - District Wide Technology Equipm					
Total Technology	650,000	650,000	650,000	650,000	650,000
	456,330	456,330	456,330	456,330	-
System Wide Equipment and Vehicles	9,286,936	10,000,000	10,000,000	10,000,000	10,000,000
Furn, Fix, Equip, Veh	10,393,266	11,106,330	11,106,330	11,106,330	10,650,000
White Fleet					
Total System Wide Equipment and Vehicles					
	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Buses	910,000	910,000	910,000	910,000	910,000
Bus and Safety	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000
Total Buses					
Charter School Disbursements	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Capital Outlay LCIF Disbursements	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Charter School Disbursements					
Roll Forward	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast
(Detail)
Capital Projects Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Prior Year Carryover Encumbrances	138,347,335	-	-	-	-
Prior Year Carryover Appropriations	62,629,713	-	-	-	-
Total roll forward	200,977,048	-	-	-	-
Total uses	369,753,461	191,431,542	77,537,367	84,407,258	60,619,197
Excess (deficiency) of revenues over expenditures	(191,109,497)	(17,237,093)	100,604,486	99,651,538	128,427,974
Other financing uses					
Transfers - General Fund	(32,394,774)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds Proceeds	(46,249,605)	(51,263,163)	(51,266,200)	(51,272,913)	(51,268,988)
of Lease-Purchase Agreements Premiums	151,800,000	-	-	-	-
on Long-term Debt	12,200,000	-	-	-	-
Total other financing uses	85,355,619	(84,278,758)	(85,682,375)	(87,159,697)	(88,699,911)
Net change in fund balances	(105,753,877)	(101,515,851)	14,922,111	12,491,841	39,728,063
Fund balances					
Beginning Balance	257,350,388	151,596,511	50,080,660	65,002,770	77,494,611
Ending Balance	$ 151,596,511	$ 50,080,660	$ 65,002,770	$ 77,494,611	$ 117,222,674

Policy 9-1.1.6: The City's adopted 5-year Capital Improvements Schedule shall be reviewed and updated annually to ensure financial feasibly of public facilities needed to support adopted LOS standards.

Objective 9-1.2: The City will manage its fiscal resources to ensure the provision of needed capital improvements already identified and for future development and redevelopment. The existing sewer impact fee for all new development in the community shall be maintained and kept in effect throughout the planning period.

Policy 9-1.2.1: In providing capital improvements, the maximum ratio of outstanding indebtedness to total property tax base shall be limited to five percent.

Policy 9-1.2.2: The City shall adopt a 5-Year Capital Improvements Program and an annual capital budget as part of its budgeting process.

Policy 9-1.2.3: Efforts shall be made to secure grants or private funds, wherever possible, to finance the provision of capital improvements.

Policy 9-1.2.4: The City shall integrate energy cost reduction measures into the budget process.

Policy 9-1.2.5: The City shall continue to incorporate energy management practices into building, facility, and fleet maintenance and operations.

Objective 9-1.3: Decisions regarding the issuance of development orders and permits will be based upon coordination of development requirements included in this Plan, the revised land development regulations and the availability of necessary public facilities to support such development. All land use decisions shall be coordinated to the availability of fiscal resources and with this schedule of capital improvements and succeeding years capital improvements programs to maintain adopted levels of service that are included in this Comprehensive Plan.

Policy 9-1.3.1: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

(a) **Sanitary Sewers:** ~~250 gallons per dwelling unit per day~~ 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial development

(b) **Solid Waste:** 10 pounds per capita per day. 10 lbs/1,000 square feet of non-residential development

(c) **Drainage:** 25-year, 24-hour design storm

(d) **Potable Water:** The main residual pressure shall be 20 pounds per square inch during fire flow ~~-110 gallons/capita/day (gcd)~~ 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial development for Port Orange Service Area
-150 ~~gcd~~ gallons per capita per day for Daytona Beach Service Area

(e) **Roadways:** Major Arterials: LOS "D" at peak hour
Minor Arterials: LOS "E" at peak hour
Collectors: LOS "E" at peak hour

(f) **Recreation:**

Type of Park/ Recreational Facility	Unit of Measure	Type of Park/ Recreational Facility	Unit of Measure
Playgrounds	one per 10,000 people	Tennis Courts	one per 2,000 people
Neighborhood Park	one per 10,000 people	Community Center	one per 20,000 people
Community Park	one per 25,000 people	Exercise Trail	one per 14,000 people
Children's Play Areas	one per 10,000 people	Nature Study Trail	one per 14,000 people
Baseball/Softball Field	one per 15,000 people		

Policy 9-1.3.2: The City shall maintain its facilities ordinances to ensure that, at the time a development order or permit is issued, sufficient capacities at the adopted Levels of Service are available or will be available when required to serve the development and coordinate with the other jurisdictions providing services.

Policy 9-1.3.3: The Criteria used to evaluate local capital improvements projects that would include the consideration of the accommodation of new development and redevelopment of needed facilities shall be based upon the level of service standards as are indicated in Policy 9-1.3.1 of these goals, objectives, and policies in the Capital Improvements Element of this Comprehensive Plan.

Policy 9-1.3.4: The expenditure of public funds for all capital improvements shall recognize the policies of the other Plan elements contained within this Comprehensive Plan.

Objective 9-1.4: No public monies shall be spent to subsidize development in high hazard coastal areas.

Policy 9-1.4.1: Public funds shall not be used to contribute to the expansion of any hazardous condition in the community.

Objective 9-1.5: The City of Daytona Beach Shores shall continue to require that, when a private developer is seeking approval for his new project, written communication shall be in hand for the Planning and Zoning Board (the City's designated land planning agency) and the City Council that indicates that those adjoining municipalities providing public services and facilities have sufficient capacity to accommodate this proposed new development.

Policy 9-1.5.1: The City shall maintain its agreement with Port Orange in providing sewage treatment services throughout the planning period.

Policy 9-1.5.2: The City shall continue to work and coordinate with Volusia County in attempting to reduce the volume of solid waste and thereby not endanger the capacity of the Tomoka Road Landfill site. This shall be done throughout the planning period.

Policy 9-1.5.3: To maintain public health and safety and ensure the orderly implementation of this comprehensive plan consistent with the levels of service contained herein, sanitary sewer, solid waste, drainage, and potable water facilities shall be in place and available to serve new development no later that the issuance of a certificate of occupancy. To ensure adequate water supplies and facilities available to serve new development consistent with this policy, the City shall consult with the applicable water supplier prior to the issuance of a building permit, as set forth in this policy [s. 163.3180(2)(a), F.S., effective July 1, 2005] and as follows:

A. Prior to approval of a building permit or its functional equivalent, the City shall consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy.
B. The City shall seek and obtain from the water supplier a written statement regarding the availability of water to serve the proposed development. The City shall consider information such as the current potable water demand, including capacity for approved projects not yet built, the amount of water necessary to meet the growth projections for the year; the amount of water withdrawals allowed and remaining through the consumptive use permit issued by the water management district; the capacity of available facilities; and any capital improvements schedule projects scheduled to come online during the development time frame of the project.
C. If adequate water supplies and facilities cannot be demonstrated prior to the approval of a building permit, the developer, water supplier and/or the City shall certify whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy by the City.

All applications for future land use map amendments may be required to provide data and analysis consistent with Policy 9-1.5.3(b) to demonstrate that adequate water supply and adequate public water facilities will be available for future population water demand associated with the land use map amendment.

GOAL 9-2

Provide for a financially feasible public school facilities program.

OBJECTIVE 9-2.1 LEVEL OF SERVICE STANDARDS

The City of Daytona Beach Shores shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School Board and the local governments within Volusia County.

Policy 9-2.1.1: The level of service standard adopted by City of Daytona Beach Shores shall be applied consistently by all local governments within Volusia County and by the School Board district-wide to all schools of the same type.

Policy 9-2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level of service standards are set as follows using FISH capacity based on the traditional school calendar:

Elementary Schools: 115% of permanent FISH capacity for the concurrency service area

K- 8 Schools: 115% of permanent FISH capacity for the concurrency service area.

Middle Schools: 115% of permanent FISH capacity for the concurrency service area

High Schools: 120% of permanent FISH capacity for the concurrency service area

Special Purpose Schools: 100% of permanent FISH capacity

Policy 9-2.1.3: The following schools shall achieve the designated level of service no later than the identified date.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1. 2013
New Smyrna Beach Middle	122%	July 1, 2014

OBJECTIVE 9-2.2 SCHOOL CAPITAL FACILITIES PLANNING

The City of Daytona Beach Shores shall cooperate with the School Board to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 9-2.2.1: By December 1 of each year, the City of Daytona Beach Shores shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School District budget including planned facilities and funding sources

to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

Policy 9-2.2.2: The City of Daytona Beach Shores shall coordinate with the School Board and adopt development conditions to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

CHAPTER 11: PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES PUBLIC SCHOOL FACILITIES ELEMENT: This section stipulates the goals, objectives and implementing policies for the Public School Facilities Element pursuant to §163.3180

GOAL 11-1:
Collaborate and coordinate with the School Board of Volusia County to provide and maintain a public education system which meets the needs of Volusia County's current and future population.

OBJECTIVE 11-1.1: COORDINATION AND CONSISTENCY

The City of Daytona Beach Shores shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

Policy 11-1.1.1: Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Daytona Beach Shores shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Daytona Beach Shores are based on consistent data.

Policy 11-1.1.2: At the time of transmittal of the Public Schools Facilities Element, the City of Daytona Beach Shores shall develop a report of projects not subject to school concurrency and submit the report to the School Board within thirty (30) days of transmittal. The report shall include the type, number and location of residential units that have received subdivision or site plan approval and provide a projected annual rate of growth for such projects.

Policy 11-1.1.3: The City of Daytona Beach Shores shall provide the representative of the School Board with copies of all meeting agendas and staff reports.

Policy 11-1.1.4: The City of Daytona Beach Shores shall meet at least annually with representatives from the School District and the other local governments in Volusia County to review the Public School Facilities Element including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

OBJECTIVE 11-1.2: SCHOOL FACILITY SITING AND AVAILABILITY

The City of Daytona Beach Shores shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the comprehensive plan.

Policy 11-1.2.1: The City of Daytona Beach Shores shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the comprehensive plan.

Policy 11-1.2.2: Coordination of the location, acquisition, phasing and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the

interlocal agreement.

Policy 11-1.2.3: The City of Daytona Beach Shores and School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

Policy 11-1.2.4: The City of Daytona Beach Shores shall encourage the School Board to land bank sites for future use as school facilities. The City shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

Policy 11-1.2.5: The City of Daytona Beach Shores shall protect schools and land banked school sites from the adverse impact of incompatible land uses within the City by providing the School District with the opportunity to participate in the review process for all proposed development adjacent to schools.

Policy 11-1.2.6: In developing capital improvements plans and programs for public services, the City of Daytona Beach Shores shall consider required infrastructure to service existing and proposed schools and any land banked school sites within the City.

OBJECTIVE 11-1.3 ENHANCE COMMUNITY DESIGN

The City of Daytona Beach Shores shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities in order to serve as community focal points and are compatible with surrounding land uses.

Policy 11-1.3.1: The City of Daytona Beach Shores shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

Policy 11-1.3.2: The City of Daytona Beach Shores shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools within the City, to the extent feasible.

Policy 11-1.3.3: The City of Daytona Beach Shores shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the comprehensive plan's schedule of capital improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City specifying operating procedures and maintenance and operating responsibilities.

Policy 11-1.3.4: The City of Daytona Beach Shores shall reduce hazardous walking conditions consistent with Florida's safe ways to school program where feasible. In conjunction with the School Board, the City shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools and shall connect to the neighborhood's pedestrian network.

2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.

3. In order to ensure continuous pedestrian access to public schools, the City shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.

4. The City shall coordinate with the Metropolitan Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

Policy 11-1.3.5: The City of Daytona Beach Shores and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

OBJECTIVE 11-1.4: COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District.

Policy 11-1.4.1: The City of Daytona Beach Shores shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

Policy 11-1.4.2: Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

Policy 11-1.4.3: Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Daytona Beach Shores shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.

GOAL 11-2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

The City of Daytona Beach Shores shall assure the future availability of public school facilities to

serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the public school system. The City shall operate and maintain in a timely and efficient manner adequate public facilities for both existing and future populations consistent with the available financial resources.

OBJECTIVE 11-2.1: LEVEL OF SERVICE STANDARDS

The City of Daytona Beach Shores through coordinated planning with the School District and implementation of its concurrency management system shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 11-2.1.1: The level of service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 11-2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 11-2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the date noted in the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1. 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of

the first five-year capital improvements program.)

Policy 11-2.1.4: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	LOS
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

Policy 11-2.1.5: The City of Daytona Beach Shores and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 11-2.1.6: If there is a consensus to amend any level of service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service standard shall be amended without showing that the amended level of service standard is financially feasible and can be achieved and maintained within the five years of the capital facilities plan.

OBJECTIVE 11-2.2: SCHOOL CONCURRENCY SERVICE AREAS

The City of Daytona Beach Shores shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

Policy 11-2.2.1: The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.2: The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.3: The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map serried "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by

reference. (Note: no K-8 schools have been established at this time.)

Policy 11-2.2.4: The concurrency service area for high schools shall be as represented on the map series "Public School Facilities Element High School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 11-2.2.5: The concurrency service area for special use schools shall be district wide.

Policy 11-2.2.6: The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

Policy 11-2.2.7: Within the central concurrency service areas all current and future students shall be assigned to schools designated for them as part of the School District's normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school's concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. The school district shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

Policy 11-2.2.8: Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a comprehensive plan amendment consistent with the Volusia County Charter provision 206 regarding school planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Policy 11-2.2.9: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level of service standards shall not exceed the level of service standard within the initial five-year planning period

2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

OBJECTIVE 11-2.3: PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION

In coordination with the School Board the City of Daytona Beach Shores will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Daytona Beach Shores shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

shall be subject to school concurrency as part of an annual concurrency management review. The City of Daytona Beach Shores shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

Policy 11-2.3.5: ~~By February 1, 2008 the~~ The City of Daytona Beach Shores shall ~~adopt a~~ maintain school concurrency ~~ordinance~~ regulations which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

Policy 11-2.3.6: The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level of service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

Policy 11-2.3.7: If the adopted level of service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.

2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students requiring a transport time of fifty minutes one way as determined by School District transportation routing staff.

3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, water body, or interstate highway that requires indirect transport of students through a third concurrency service area. (Refer to graphic examples.)

4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones including modification of existing attendance zone boundaries or creation of island zones.

5. Student transportation not in conformance with the conditions established in items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that School Board shall deem appropriate for the specific circumstances of an individual student.

Policy 11-2.3.8: If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

Policy 11-2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3.

Policy 11-2.3.2: Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.

2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.

3. The developer executes a legally binding commitment with the School Board and City of Daytona Beach Shores to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4 and its supporting policies.

Policy 11-2.3.3: The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.

2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency.

3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District.

4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.

5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 11-2.3.4: The creation of subdivisions and/or single family lots equal to or less than ten units

2. Renovation of existing buildings for use as learning facilities
3. Funding dedicated to, or construction of permanent student stations or core capacity
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program
5. Dedication of a school site as approved by the School Board
6. Up front lump sum payment of school impact fees
7. Up front payment of interest and other costs of borrowing
8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school
10. Funding assistance with acquisition of school site
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity,
12. Establishment of an educational facilities benefit district
13. Establishment of educational facilities mitigation banks

OBJECTIVE 11-2.5: CAPITAL FACILITIES PLANNING

The City of Daytona Beach Shores shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for schools.

Policy 11-2.5.1: In accordance with the adopted interlocal agreement the City of Daytona Beach Shores shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty year capital facilities plan.

Policy 11-2.5.2: The City of Daytona Beach Shores shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

Policy 11-2.5.3: By December 1 of each year, the City of Daytona Beach Shores shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School District budget including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

1. Construct new school facilities
2. Construct additions to current facilities
3. Adjust program assignments to schools with available capacity
4. Modify attendance boundaries to assign students to schools with available capacity
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

OBJECTIVE 11-2.4: PROPORTIONATE SHARE MITIGATION

The City of Daytona Beach Shores shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible work program.

Policy 11-2.4.1: In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

Policy 11-2.4.2: Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level of service standards.

Policy 11-2.4.3: Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Daytona Beach Shores, and the applicant which shall be executed prior to the City of Daytona Beach Shores issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

Policy 11-2.4.4: The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

Policy 11-2.4.5: The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

Policy 11-2.4.6: The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.

Policy 11-2.4.7: Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility

	PLANNING ANALYSIS
SUBJECT:	Ordinance 2025-01: EAR-based Comprehensive Plan Amendments
LOCATION:	Citywide
PROPERTY OWNERS:	NA
APPLICANT:	City of Daytona Beach Shores, Volusia County
STAFF CONTACT:	Stewart Cruz, AICP, Community Services Director

I. INTRODUCTION/BACKGROUND

Florida growth management legislation requires local governments to maintain a comprehensive plan that provides the policy foundation for local planning and land use decisions.

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

On March 12, 2024, the City of Daytona Beach Shores notified the state land planning agency, the Florida Department of Commerce (FDC), that the City intended to transmit the appropriate amendments in accordance with Sec. 163.191(2), Florida Statutes.

In accordance with Section 163.3191(2), Florida Statutes, the City transmitted proposed plan amendments to the FDC and other state review agencies for a State Coordinated Review per Sec. 163.3184(4), Florida Statutes. On April 18, 2025, the FDC provided their Objections, Recommendations and Comments (ORC) Report (**Exhibit III.A**) regarding the proposed plan amendments. The ORC Report contained one objection and two comments, all of which have been addressed in this adoption package.

The City also transmitted the proposed amendments to the Volusia Growth Management Commission (VGMC) per Volusia County Code 202.3. On March 24, 2025, the VGMC

approved the proposed plan amendments and issued a certificate of consistency (**Exhibit III.B**).

II. ADDITIONAL BACKGROUND

The primary purpose of the Comprehensive Plan is to provide a guide for growth and development while also preserving environmental features and community character of the area through the City's goals, objectives, and policy guidelines that describe how land-use decisions should be made on a day-to-day basis, along with a future land use map to show what type of land use is desirable within the City's current boundary. The Comprehensive Plan is a blueprint for future commercial and residential land uses, housing, conservation, and cultural and recreational amenities. An essential component of the Comprehensive Plan is to identify the new infrastructure and growth demands needed to support the community's future physical and economic development.

III. ANALYSIS DISCUSSION

Methodology

To inform the 2025 Daytona Beach Shores Evaluation and Appraisal Report (EAR) Comprehensive Plan Update, staff reviewed the Comprehensive Plan Update (2030) relative to changes in state law since the 2017 adoption of the most recent EAR comprehensive plan amendments. **Exhibit III.C** attached to this report provides a summary of the analysis, which concluded no changes were required as a result of new changes in state statute since 2017. However, after initial transmittal to the FDC, the FDC ORC Report provided one objection and two comments as seen in Exhibit III.A. Below is a summary of the report and staff's response:

> FDC Objection 1: Provide update of comprehensive plan map series noted in the transmittal packet to reflect statutory map requirements contained in Chapter 163, Florida Statutes. **Staff Response**: *As noted in Summary #2 and #3 below, the comprehensive plan map series has been updated and included in the adoption packet to reflect past alterations, updates and the new planning period, per state statute.*
>
> FDC Comment 1: Include policies consistent with Sec. 163.3177(6)(c)3, Florida Statutes concerning sanitary sewer feasibility study requirements for developments with greater than 50 residential lots not connected to the City's sanitary sewer system. **Staff Response**: *As noted in Summary #4b below, the comprehensive plan Public Facilities Element has been updated to include this requirement although the City does not currently have any developments, or the potential for any future development, that meet the statutory criteria for the feasibility study in question.*
>
> FDC Comment 2: Update the City's Water Supply Facilities Work Plan per Sec. 163.3177(6)(c)4-5, Florida Statutes. **Staff Response**: *As noted in Summary #4a*

below, the comprehensive plan Public Facilities Element's Water Supply Facilities Work Plan has been updated per the statutory requirements and in coordination with the St. John's River Water Management District (**Exhibit III.D**).

Additionally, staff developed a Data, Inventory and Analysis Report (**Exhibit III.E**) to determine whether the comprehensive plan's technical basis for existing policies still remain. Typically, when trends in the built, natural and economic environments change, amendments become necessary to reflect said changes.

Summary

Based on the above methodology, staff's analysis revealed several items had to be amended and updated per state law. However, changes in the built, natural and economic environment have not substantially changed to require major changes in the comprehensive plan. Below is a summary of the 2025 EAR-based comprehensive plan amendments proposed.

1. Extend the comprehensive plan planning horizon to the year 2045.
2. Chapter 1-Future Land Use Element: (a) Minor Housecleaning text amendments, including, but not limited to, references to the new planning horizon. (b) Policy 1-1.4.2: Including off-beach parking lots as a permitted use in the Public/Quasi-Public Land Use Category. (c) Update Future Land Use Element map series to account for the revised planning period and past updates. The Future Land Use Element map series includes: (1) Map L-1, Existing Land Use; (2) Map L-2, Coastal High Hazard Area Map; (3) Map L-3, Generalized Adjacent Existing Land Uses; and (4) Map L-4, Future Land Use.
3. Chapter 2-Transportation Element: (a) Update Transportation Element map series to account for the revised planning period and past updates. The Transportation Element map series includes: (1) Map 2-1, Major Thoroughfares by Functional Classification; (2) Map 2-2, Significant Traffic Generators and Attractions; (3) Map 2-3, Future Transit Facilities and Pedestrian/Bikeways; (4) Map 2-4, Level of Service; and (5) Map 2-5, Hurricane Evacuation Routes.
4. Chapter 4-Public Facilities Element: (a) Update Policy 4-1.3.10 "Daytona Beach Shores Water Supply Facilities Work Plan" to reflect a new planning horizon and update data consistent with population and water demand projections and the City's water providers' respective water supply facilities work plans per Sec. 163.3177(6)(c)4-5, Florida Statutes. (b) Create new Objective 4-1.7 and respective policies to address Sec. 163.3177(6)(c)3, Florida Statutes, regarding sanitary sewer feasibility study requirements for developments with greater than 50 residential lots not connected to the City's sanitary sewer system.
5. Chapter 5-Coastal Management Element: (a) Minor Housecleaning text amendments. (b) Policy 5-1.1.1: Amend policy to remove outdated community redevelopment area off beach parking reference and replace with commitment to maintain existing city off-beach parking spaces. (c) Policy 5-1.3.1: Amend policy

to promote the development of a beach management plan that accounts for long-term community resiliency and the protection of uplands. (d) Policy 5-1.7.4: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange. (e) Policy 5-1.11.1: Update to include increase in boat slips subject to additional boat slip entitlements via the voluntary annexation process per Sec. 171.044, Florida Statutes.

6. Chapter 9-Capital Improvements Element: (a) Update the Daytona Beach Shores 5-Year Capital Improvement Plan per Sec. 163.3177(3)(b), Florida Statutes. (b) Update the Volusia County School District Five-Year Work Program per the Volusia County School District Interlocal Agreement. (c) Policy 9-1.3.1: Update the sanitary sewer, solid waste and potable water level of service standards consistent with the City of Port Orange.
7. Chapter 11-Public School Facilities Element: (a) Minor Housecleaning text amendments.

VI. STAFF RECOMMENDATION

Staff recommends approval as presented.

April 18, 2025

The Honorable Nancy Miller
Mayor, City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

Dear Mayor Miller,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Daytona Beach Shores (Amendment No. 25-01ER), which was received on February 18, 2025. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection. We are also providing two comments. The comments are offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

FloridaCommerce staff is available to assist the City to address the objection and comments. If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores
Tara McCue, AICP, Executive Director, East Central Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Daytona Beach Shores 25-01ER

The Florida Department of Commerce has identified an objection and two comments regarding the City's proposed comprehensive plan amendment. The objection and comments are provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection and comments.

Objection:

Objection 1: Comprehensive Plan Map Series

Pursuant to Section 163.3177(2), F.S. the City has not demonstrated that the Comprehensive Plan Map Series has been updated to account for any past alterations to the most current available map series, or that the Comprehensive Plan Map Series has been updated to account for the new statutory requirements for 10- and 20-year planning periods. Future Land Use Element Policy 1-1.1.3 refers to an updated Future Land Use Map 2045, though no updated map series was included in the proposed EAR-based amendment packet.

Statutory Authority: Section 163.3177(2), F.S., Section 163.3177(5)(a)1., F.S., Section 163.3177(6)(a), F.S., 163.3184(4), F.S., and Section 163.3191, F.S.

Recommendation:

The City must adopt an updated Comprehensive Plan Map Series that accounts for any previously unrecorded changes since the last provided EAR-based amendment. Each map must depict future conditions that reflect the principles, guidelines, and standards within all elements, and each such map must be adopted within the comprehensive plan. Furthermore, the Comprehensive Plan Map Series must be based upon data and analysis reflecting the statutorily required 10- and 20-year planning horizons.

Comments:

Comment 1: Septic System Conversion to Central Sanitary Sewer System Service

The proposed Amendment 25-01ER is not consistent with the requirements of section 163.3177(6)(c)3., F.S. Chapter No. 2023-169 amended section 163.3177(6)(c)3., F.S., to require the Infrastructure Element to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and timeline for construction of the sanitary sewer

system) that could receive the sanitary sewer flows after connection. Section 163.3177(6)(c)3., F.S., requires that each comprehensive plan must be updated to include the required element by July 1, 2024, and as needed thereafter to account for future applicable developments. The proposed Amendment 25-01ER does not include the information required by section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element. In addition, please see the enclosed comments (letter dated March 20, 2025) from the Florida Department of Environmental Protection (FDEP). The City should coordinate with FDEP and revise the amendment to include the information required by section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element.

Comment 2: Updated Water Supply Facilities Work Plan (WSFWP)

The proposed Amendment 25-01ER is not consistent with the requirements of section 163.3177(6)(c)4-5., F.S. to require the timely adoption of an updated Water Supply Facilities Work Plan (WSFWP), if applicable. An updated regional water supply plan should include a plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are identified in a general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element (Infrastructure Element) as necessary to serve existing and new development. The work plan must be updated, at a minimum, every 5 years within 18 months after the governing board of a water management district approves an updated regional water supply plan. The City should coordinate with the St. Johns River Water Management District to include a Water Supply Facilities Work Plan as reflected in the comment provided by the St. Johns River Water Management District (letter dated March 11, 2025).

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

Harris, Donna

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 20, 2025 12:46 PM
To: DCPexternalagencycomments
Cc: Plan_Review
Subject: [EXTERNAL] - Daytona Beach Shores 25-01ER Proposed

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

To: Donna Harris, Senior Plan Processor, Florida Commerce Bureau of Community Planning and Growth

Re: Daytona Beach Shores 25-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction. However, the Department offers the following technical assistance regarding consistency with s. 163.3177, F.S.:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the schedule of capital improvements, any county or municipality with a BMAP within its jurisdiction must include a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP (s. 163.3177(3)(a)4.b, F.S.)
- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage treatment and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City of Daytona Beach Shores has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the existing noncompliance with s. 163.3177, F.S.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Harris, Donna

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Tuesday, March 11, 2025 11:08 AM
To: DCPexternalagencycomments
Cc: Herstein, Gwyn; Cruz, Stewart
Subject: [EXTERNAL] - City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Ms. Harris and Mr. Stansbury,

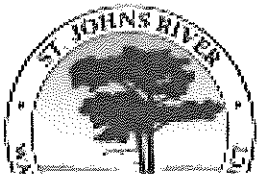
St. Johns River Water Management District (District) staff have reviewed City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER in accordance with the provisions of Chapter 163, *Florida Statutes*. Based upon review of the submitted materials, District staff have no comments on the proposed amendment.

However, as a reminder, the District approved the Central Springs/East Coast Regional Water Supply Plan (CSEC RWSP) in February 2022. Subsequently, in accordance with Section 163.3177(6)(c)4, *Florida Statutes*, the City was required to adopt an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan within 18 months (i.e., by August 2023) of approval of the CSEC RWSP. District and City staff have previously coordinated on the City's efforts to update its WSFWP, including District staff providing feedback and recommendations on updating the WSFWP and related draft policies. However, the last point of related communication received by the District on the effort was in May 2023. Therefore, the District is providing this reminder about the requirement for the City to adopt an updated WSFWP and related comprehensive plan amendment. District staff are available to answer any questions regarding completion of an updated WSFWP.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
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Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest



www.sjrwmd.cc

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/

Volusia Growth Management Commission

March 24, 2025

Stewart Cruz, AICP
Community Services Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

RE: VGMC #25-007, City of Daytona Beach Shores
Large Scale Amendment – Ordinance 2025-01
Evaluation and Appraisal Report (EAR) Comp Plan Amendments
Certificate of Consistency

Dear Mr. Cruz,

VGMC Case #25-007 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case #25-007 is hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of Daytona Beach Shores to further intergovernmental cooperation and coordination within Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

210 South Beach Street, Suite 202, Daytona Beach, FL 32114
Tel: 386-947-1875 ■ Email: vgmc@volusia.org

EXHIBIT III.C

Statutory Changes to the Community Planning Act 2016-2022					
ID	**Year**	**Fl. Statute**	**Summary**	**Comment**	**Finding**
1	2016	163.3177	Removes language in subsection (6)(a)11., requiring local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent to or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012	No military installations nerby.	N/A
2	2016	163.3175	Modifies subsection (7) to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	City has no miliary installations.	N/A
3	2016	163.3175	Amends language of subsection (2)(c) pursuant to changes in section 380.06, F.S., to require a state coordinated review of plan amendments that approve Development of Regional Impact-sized proposed developments; no substantive change. • Adds subsection (5)(e)3 to provide direction that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties consent in writing to an extension of the 90- day period. • Amends subsection (7)(d), for plan amendment challenges that are subject to mediation or expeditious resolution, to provide that when an administrative law judge issues a recommended order finding an amendment in compliance, except where the parties agree or there are exceptional circumstances, the state land planning agency must issue a final order within 45 days after issuance of a recommended order. If the final order is not issued in 45 days, the recommended order finding the amendment in compliance becomes the final order	Acknowledged.	No CPA required
4	2016	163.3245	Modifies subsection (1) to reduce the minimum amount of total land area required for a sector plan from 15,000 acres to 5,000 acres.	Acknowledged.	No CPA required
5	2018	163.3221	Amends the definition of "development" within subsection (4)(b) to exclude work by electric utility providers on utility infrastructure on certain rights-of-way or corridors and the creation or termination of distribution and transmission corridors.	Acknowledged.	No CPA required
6	2018	163.3245	*Updates statutory cross references within subsection (3)(e) and subsection (12). • Revises subsection (6) to amend the requirements associated with a master development approval.	Acknowledged.	No CPA required
7	2018	163.3246	Updates the Local Government Comprehensive Planning Certification Program to modify language of subsections (11), (12), and (14) referencing Developments of Regional Impact.	Acknowledged.	No CPA required
8	2018	163.3164	Renumbers existing subsections (31) through (51) as (32) through (52) and adds a new subsection (31) to define "master development plan" or "master plan".	Acknowledged.	No CPA required
9	2019	163.3177	Updates statutory reference related to affordable workforce housing within subsection (6)(f).	Acknowledged.	No CPA required
10	2019	163.318	Revises the section's title. • Amends language of paragraphs (a) through (d) of subsection (3) to clarify the local government responsibilities related to impact fees. • Adds new paragraphs (e) through (i) to subsection (3) to amend the minimum requirements for the adoption of impact fees by specified local governments and note restrictions to the allowable uses of those impact fees. • Adds a new subsection (6), which exempts water and sewer connection fees from the Florida Impact Fee Act	Acknowledged.	No CPA required

11	2019	163.3175	Redesignates existing paragraphs (i) through (n) of subsection (2) as paragraphs (j) through (o). • Adds new paragraphs (i) and (p) to subsection (2) to specify additional local governments that must coordinate with certain military installations regarding the compatibility of land development.	No military installations nerby.	N/A
12	2019	163.3209	Removes language requiring local government approval of a property owner's request for electric utilities to perform certain right-of-way vegetation and tree maintenance.	Acknowledged.	No CPA required
13	2019	163.3187	Removes subsection (1)(b), which specified the cumulative annual acreage maximum of adopted small-scale comprehensive plan amendments.	Acknowledged.	No CPA required
14	2019	163.3167	Amends subsection (3) to require local governments that have adopted comprehensive plans after January 1, 2019 to incorporate into their comprehensive plans development orders that existed before the comprehensive plan's effective date.	Acknowledged.	No CPA required
15	2019	163.318	Amends subsection (5)(i) to clarify compliance requirements for a mobility fee-based funding system. • Revises subsection (6)(h)2.b. to require a local government to credit certain contributions, constructions, expansions, or payments toward any other impact fee or exaction imposed by local ordinance for public educational facilities and provides the requirements for the basis of that credit	Acknowledged.	No CPA required
16	2019	163.318	Amends subsection (3) to add minimum conditions that certain impact fees must satisfy. • Renumbers existing subsections (4) and (5) as subsections (6) and (7). • Adds a new subsection (4) to require local governments to credit against the collection of an impact fee any contribution related to public education facilities. • Adds subsection (5) so that if a local government increases its impact fee rates then the holder of impact fee credits is entitled to the full benefit of the intensity or density of the credit balance as of the date it was established and renumbers subsequent subsections. • Amends renumbered subsection (7) to provide that in certain actions, the local government has the burden of proving by a preponderance of the evidence that the imposition or amount of certain required dollar-for-dollar credits for the payment of impact fees meets certain requirements and prohibits the court from using a deferential standard for the benefit of the government. • Adds subsection (8) to authorize a local government to provide an exception or waiver for an impact fee for the development or construction of affordable housing, and in doing such is not required to use any revenues to offset the impact. • Adds subsection (9) to clarify that this section does not apply to water and sewer connection fees.	Acknowledged.	No CPA required
17	2019	163.3202	Adds paragraph (j) to subsection (2) to require preexisting development orders to be incorporated into local land development regulations.	Acknowledged.	No CPA required
18	2019	163.3215	Amends subsection (8)(a) to provide that either party is entitled to a certain summary procedure in certain court proceedings. • Adds subsection (8)(b) clarifying how a court may find a summary procedure does not apply. • Adds subsection (8)(c), which provides that a prevailing party in a challenge to certain development orders can be entitled to recover certain fees and costs.	Acknowledged.	No CPA required

19	2020	163.3178	Amends subsection (2)(k) to update statutory references. • Revises paragraphs (b) and (c) within subsection (8) to remove outdated deadlines.	Acknowledged.	No CPA required
20	2020	163.3177	Amends subsections (3) and (4) to allow a local government to adopt an ordinance allowing accessory dwelling units to be located in any area zoned for single family residential use and removes the requirement that the ordinance be conditioned upon a finding that there is a shortage of affordable rentals within the jurisdiction	Acknowledged.	No CPA required
21	2020	163.318	Adds subsection (10) and supporting paragraphs (a) through (e) to address the data on impact fee charges that must be reported in an annual financial report by a county, municipality, or special district.	Acknowledged.	No CPA required
22	2020	163.318	Amends subsection (3)(d) to specify that a new or increased impact fee may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such an impact fee unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant. • Amends subsection (4) to clarify that a local government must provide credit against the collection of an impact fee of any contribution related to public education facilities regardless of any charter provision, comprehensive plan policy, ordinance, or resolution. • Renumbers existing subsections (8) and (9) as subsections (9) and (10). • Adds a new subsection (8) that sets forth the provisions by which impact fee credits are assignable and transferable and renumbers subsequent subsections.	Acknowledged.	No CPA required
23	2020	163.3168	Adds subsection (4) providing guidance to the state land planning agency when selecting applications for technical assistance funding to give preference to counties with a population of 200,000 or less, and to municipalities located within such counties, in determining whether the area in and around a proposed multiuse corridor interchange as described in section 338.2278, F.S., contains appropriate land uses and protections and aiding in amending a comprehensive plan to provide such appropriate land uses and protections	Acknowledged.	No CPA required
24	2020	163.318	Amends subsection (2) to alter the governmental entity that approves onsite sewage treatment and disposal systems from the Department of Health to the Department of Environmental Protection	Acknowledged.	No CPA required
25	2021	163.3162	Reenacts subsection (2)(b) to provide a definition for “Farm operation.”	Acknowledged.	No CPA required
26	2021	163.3163	Reenacts subsection (3)(b) to provide a definition for “Farm operation.”	Acknowledged.	No CPA required
27	2021	163.318	Adds a new subsection (3) to define “Infrastructure” and “Public facilities.” • Renumbers existing subsections (3) through (11) and rewords existing subsections (3), (5), (6), (8), and (11) for clarity. • Amends existing subsection (4) to provide additional regulations pertaining to impact fee credits. • Adds a new subsection (6), which prescribes the circumstances under which impact fees may be increased, sets forth limitations on those fee increases, and notes that this section applies retroactively to January 1, 2021.	Acknowledged.	No CPA required
28	2021	163.3168	Repeals existing subsection (4) that directed the state land planning agency to give preference when selecting applications for funding for technical assistance to counties with a population of 200,000 or less, and to municipalities within those counties, for assistance in determining whether the area in and around a proposed multiuse corridor interchange contains appropriate land uses and natural resource protections and amending a comprehensive plan to provide for such land uses and protections.	Acknowledged.	No CPA required

29	2021	163.3205	Creates section 163.3205, F.S., which applies to sites that are subject to an application to construct a solar facility submitted to a local government on, or after, July 1, 2021, to encourage renewable solar electrical generation, define “solar facility”, and set forth an allowance for solar facilities in all agricultural land use categories in a local government comprehensive plan and all agricultural zoning districts in an unincorporated area.	Acknowledged.	No CPA required
30	2021	163.3167	Amends subsection (3) to clarify that requirements pertaining to development orders and their incorporation and interaction with comprehensive plans are specifically related to plans for municipalities incorporated after January 1, 2016.	Acknowledged.	No CPA required
31	2021	163.3177	Adds subsection (6)(i) which requires each local government to include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. The statute also provides a statement of rights local governments may adopt in order to meet these requirements.	City's Comprehensive Plan is currently in compliance.	No CPA required
32	2021	163.3237	Amends this section to allow a party to a development agreement and a local government to amend or cancel a development agreement without consent of other affected property owners unless the amendment or cancellation will modify the allowable uses or entitlements on such owner’s property.	Acknowledged.	No CPA required
33	2021	163.3202	Adds new subsection (5) to specify that land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling except under certain listed conditions.	Acknowledged.	No CPA required
34	2021	163.3167	Revises subsection (5) to allow landowners with a development order approved before the municipality was incorporated to abandon said development order and develop the order’s vested density and intensity as long as the vested uses, density, and intensity are consistent with the municipality’s comprehensive plan and all existing concurrency obligations in the development order remain in effect.	Acknowledged.	No CPA required
35	2021	163.3187	Amends subsection (1)(a) to increase the small-scale development amendment limit to 50 acres or fewer. • Revises subsection (3) pertaining to small-scale development amendments for sites within a rural area of opportunity to allow a 100 percent increase to the 50-acre acreage limit now included in subsection (1)(a).	Acknowledged.	No CPA required
36	2022	163.3205	• Creates 163.32051, which provides legislative findings regarding floating solar facilities. • Defines the term “floating solar facility.” • Requires a floating solar facility to be a permitted use in the appropriate land use categories and requires local governments to amend their land development regulations to promote expanded uses of floating solar facilities. • Authorizes a county or municipality to specify buffer and landscaping requirements, which may not exceed the requirements for similar uses involving the construction of other solar facilities permitted in agricultural land use categories and zoning districts. • Provides exceptions to the construction of floating solar facilities in an Everglades Agricultural Area reservoir project if it is determined to have negative impacts on the project.	Acknowledged. The City will amend its Land Development Code accordingly.	No CPA required
37	2022	163.318	Amends subsection (6)(h)2. to revise provisions specifying when school concurrency is deemed satisfied. • Requires the district school board to notify the local government that capacity is available for development within 30 days after receipt of the developer’s legally binding commitment. • Specifies that any proportionate-share mitigation directed toward a school capacity improvement not identified in the 5-year school board educational facilities plan must be set aside and not spent until such an improvement has been identified.	Acknowledged.	No CPA required
38	2022	163.3175	Amends paragraph (n) subsection (2) to update two military base names to Patrick Space Force Base and Cape Canaveral Space Force Station, associated with Brevard County and Satellite Beach.	Acknowledged.	No CPA required
39	2022	163.3178	Reenacts Subsections (2)(k), (5), and (6) to incorporate the amendment made to Section 311.09 by Chapter 2022-204, Laws of Florida, adding Putnam County to the Florida Seaport Transportation and Economic Development Council.	City is in Volusia County.	No CPA required

Cruz, Stewart

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Monday, August 25, 2025 11:23 AM
To: Cruz, Stewart
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Thanks for the follow-up. Looks good.

Steve

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
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Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

www.sjrwmd.com/ePermit

From: Cruz, Stewart <SCruz@cityofdbs.org>
Sent: Monday, August 25, 2025 10:40 AM
To: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Hi Steve, attached is the revised element per your guidance. Substantial changes are highlighted in yellow. Please let me know if anything else pops out. We plan to take this to the PZB and City Commission on 9/8 for adoption and transmit shortly thereafter. I also reached out to Lindsay at the FDEP and I think we are on the same page. Thank you again for all your help. Have a good one.

Stewart Cruz, AICP | Community Services Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

"Life is Better Here"

From: Cruz, Stewart
Sent: Wednesday, August 20, 2025 2:36 PM
To: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Cc: Herstein, Gwyn <gherstein@cityofdbs.org>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Steve, thank you again. I will go with inserting language similar to your suggestion *"Because PO's and DB's WSFWPs respective planning period end in 2033, it was necessary for the data in table 3 to be extrapolated through 2034 in order to cover the minimum 10-year planning period for WSFWPs."*

Thanks also for forwarding Objective 4-1.7 to Lindsay. I will await her comments.

Have good one.

Stewart Cruz, AICP | Community Services Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

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"Life is Better Here"

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, August 20, 2025 2:29 PM
To: Cruz, Stewart <SCruz@cityofdbs.org>

Cc: Herstein, Gwyn <GHerstein@cityofdbs.org>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Stewart –

Objective 4-1.7
Ironically, I basically ignored those policies because section 163.3177.(6)(c)3, F.S., pertains to 'wastewater treatment.' And, the ability to comment on that topic under Ch. 163 is in DEP's swim lane. I will copy you on a separate email to Linsday Weaver at DEP and ask her to review those policies and get back with you.

Planning period
I would recommend simply inserting a very short explanatory note somewhere near Table 3. Something like... Because PO's and DB's WSFWPs respective planning period end in 2033, it was necessary for the data in table 3 to be extrapolated through 2034 in order to cover the minimum 10-year planning period for WSFWPs.

I do not think it's necessary for DBS to go further than that. Bottom line is that because DBS is in PO's and DB's service areas, DBS's respective population and water demand are planned for in PO's/DB's consumptive use permits and WSFWPs.

But, if you really wanted to drill down, I guess you could note that DB's WSFWP anticipates more than 0.5 mgd of water supply being available after 2033. And, that PO's WSFWP indicates that as they near the limits of the CUP allocation that PO plans to reduce potable water demand by implementing additional water conversation and reclaimed water use.

DB's WSFWP clip – 16.03 mgd is the CUP allocation.

Table 1. Population and Potable Water Demand Summary

Year	Projected Population to be Served Potable Water	Projected Potable Water Use (MGD)	Average Daily Permitted Withdrawal from the UFA (MGD)
2028	104,262	14.96	16.03
2033	107,722	15.42	16.03

PO WSFWP clip – See last 2 sentences.

8.1 WATER SUPPLY NEEDS

Currently no groundwater deficit has been identified for Port Orange through 2033. Based on the City's expected population growth and water use trends, the existing ground water supply in conjunction with the reclaimed water supply will be sufficient to meet water demands over the next ten (10) years. The groundwater modeling report completed by Ardaman & Associates, Inc. in May 2022 also confirmed that the City's water use is not expected to have significant impacts on nearby water bodies, however, there are four (4) regional water bodies that are currently in either in prevention or recovery that may be affected by regional water use rates. As shown by the potable water demand projections, by 2033, 1.17 MGD of water is currently projected to either be used for irrigation or anticipated to be an unknown system loss. These two (2) use categories represent potential areas of opportunity for the City to reduce potable water demand through both water conservation and reclaimed water use. The City is committed to continue to implement policies to reduce its potable water demands to help offset groundwater deficits.

From: Cruz, Stewart <SCruz@cityofdbs.org>
Sent: Wednesday, August 20, 2025 1:04 PM
To: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Cc: Herstein, Gwyn <GHerstein@cityofdbs.org>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Steve,

Thank you for the quick review and comments. I really appreciate it.

The proposed planning period extended to 2033 in order to match the service providers' planning periods, particularly because their plans did not guarantee potable water availability for anything beyond that period, despite the CUPs expiration dates, which are beyond the planning period. Hence, I didn't want to receive an objection for have a 2034 planning timeframe. However, if you do not anticipate any objections from the district or department, I will adjust the planning period and table 3 per your below recommendation.

Finally, did you happen to notice the proposed amendments toward the end of the document regarding the Sec. 163.3177(6)(c)3, FS, regarding feasibility studies for developments of more than 50 residential lots?

Thanks again for all your help.

Stewart Cruz, AICP | Community Services Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

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"Life is Better Here"

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, August 20, 2025 10:32 AM
To: Cruz, Stewart <SCruz@cityofdbs.org>
Cc: Herstein, Gwyn <GHerstein@cityofdbs.org>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Stewart,

I have reviewed the updates/revisions to the City's water supply facilities work plan (WSFWP) that you sent.

The vast majority of the revisions look fine. The only feedback I have for you is that WSFWPs are supposed to cover at least a 10-year planning period [see 163.3177(6)(c)4, F.S.]. The WSFWP revisions reflect a nine (9) year planning period (i.e., 2025-2033).

I realize that this is a bit quirky since the City is not a water supplier. Similar non-supplier local governments have dealt with this planning period glitch by noting that they extrapolated out the available data to the end of the 10-years. Perhaps Table 3 can be adjusted/extrapolated to include 2034 data?

Feel free to give me a call with any questions. I appreciate the chance to provide feedback.

Steve

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest



www.sjrwmd.com/ePermit

From: Cruz, Stewart <SCruz@cityofdbs.org>
Sent: Tuesday, August 19, 2025 11:28 AM
To: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Cc: Herstein, Gwyn <GHerstein@cityofdbs.org>
Subject: RE: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER
Importance: High

Resend with the appropriate attachments. (Please delete previous email.)

Hi Steve, I hope all is well.

Attached is a draft response to the District's comments regarding the above subject. Please provide a courtesy review and advise if any changes need to be made. The city is hoping to adopt on September 8, 2025, to comply with the FDC's deadline (attached ORC). If you would like to discuss, please let me know when works best for you.

Thank you.

Stewart Cruz, AICP | Community Services Director

City of Daytona Beach Shores

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361
Website: www.dbshores.org

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"Life is Better Here"

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Tuesday, March 11, 2025 11:08 AM
To: DCPexter@commerce.fl.gov
Cc: Herstein, Gwyn <GHerstein@cityofdbs.org>; Cruz, Stewart <SCruz@cityofdbs.org>
Subject: City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER

Dear Ms. Harris and Mr. Stansbury,

St. Johns River Water Management District (District) staff have reviewed City of Daytona Beach Shores proposed comprehensive plan amendment 25-01ER in accordance with the provisions of Chapter 163, *Florida Statutes*. Based upon review of the submitted materials, District staff have no comments on the proposed amendment.

However, as a reminder, the District approved the Central Springs/East Coast Regional Water Supply Plan (CSEC RWSP) in February 2022. Subsequently, in accordance with Section 163.3177(6)(c)4, *Florida Statutes*, the City was required to adopt an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan within 18 months (i.e., by August 2023) of approval of the CSEC RWSP. District and City staff have previously coordinated on the City's efforts to update its WSFWP, including District staff providing feedback and recommendations on updating the WSFWP and related draft policies. However, the last point of related communication received by the District on the effort was in May 2023. Therefore, the District is providing this reminder about the requirement for the City to adopt an updated WSFWP and related comprehensive plan amendment. District staff are available to answer any questions regarding completion of an updated WSFWP.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

Notices
• Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
• Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/
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DAYTONA BEACH SHORES
COMPREHENSIVE PLAN
EVALUATION & APPRAISAL REPORT 2025
FLU DATA, INVENTORY & ANALYSIS

Cruz, Stewart, AICP

COMMUNITY SERVICES DIRECTOR 2990 S. Atlantic Avenue Daytona Beach Shores, FL 32118

Introduction

Pursuant to the requirements of Chapter 163 of the Florida Statutes, the Future Land Use Element consists of data, inventory and analysis (DIA) that informs the overarching goals, objectives, and policies that will guide the growth and development of the City of Daytona Beach Shores. The City's existing land uses, vacant land, build-out potential, natural resources, historic resources, and population projections were evaluated and analyzed to update the City's planning horizon and review goals objectives and policies, which will shape how the City will grow in the next 20 years. The 2045 Future Land Use Map (FLUM) is provided as a regulatory tool to direct future development. Maps, as referenced herein, are available in the Map Series, following the Introductory Chapter of the Plan.

Geography

The City of Daytona Beach Shores is a small coastal residential retirement and resort community located on the Central Atlantic Peninsula in eastern Volusia County. It is an elongated narrow City that stretches north and south along the Atlantic Ocean for approximately 5.5 miles. In most places, measuring east to west, it is less than 1,000 feet wide. The City's total land area is approximately 0.9 square miles, and it is bordered by Daytona Beach, Port Orange and unincorporated Volusia County.

Demographics and Income

Table 1 below depicts the historical population for Daytona Beach Shores from 1980 to 2020. According to the 2020 Census, the permanent residential population of Daytona Beach Shores was 5,179. From 2010 to 2020 Daytona Beach Shores experienced an 18% increase in total population, which translates to an average annualized growth rate of 1.8% each year.

Table 1: Historical Population Counts

Year	Daytona Beach Shores (DBS)	Volusia County (VC)	Percent of DBS Population in VC	Change In DBS Population
1980	1,324	258,762	0.51%	
1990	2,335	370,737	0.63%	43.3%
2000	4,229	443,343	0.95%	44.8%
2010	4,247	494,593	0.86%	0.4%
2020	5,179	553,543	0.94%	18.0%

Source: US Census Bureau Decennial Census, 1980, 1990, 2000, 2010, 2020

Although most of the high-rise development on the oceanfront occurred between 1970 and 2010, the recent population growth found in the 2020 Census was probably not attributed to new development but instead, the higher occupancy rate in 2020 (47.5%), compared to 2010 (40.7%), is probably the key reason for the increase in population. In 2010, the city had 2,428 separate households with a small average household size of 1.8 persons. The total number of housing units in 2020 was 3,012 and the average household size was 1.6 persons.

Racially, Daytona Beach Shores is a very homogenous City, similar to Volusia County as a whole. In 2020, the city was 88.9% percent white, and Volusia County was 86.1% white. However, the population of Daytona Beach Shores is much older than Volusia County as a whole. The median age in Daytona Beach Shores in 2020 was 64.8 years, while Volusia County's median age was 46.8 years.

The income of Daytona Beach Shores' residents is also much higher than Volusia County residents. In 2020, the median household income in Daytona Beach Shores was $70,911 while the collective median household income of Volusia County was $66,273.

LAND USE ANALYSIS

Existing Land Use Conditions

To better guide and direct future land uses within the City of Daytona Beach Shores, it is necessary to first gain an understanding of present land use patterns. The City of Daytona Beach Shores covers approximately 0.9 square miles. Existing land use data retrieved in January 2025 from the Volusia County Property Appraiser underwent review by the City of Daytona Beach Shores staff and provided insight into the current land use conditions and development patterns of the City. To provide a basis for analysis, these existing land uses have been further grouped into the following distinct categories*:

Commercial: Business properties such as supermarkets, shopping centers, office buildings, medical centers, financial institutions, stores, etc., which are intended to operate for profit.

Hotel/Motel/Timeshare: Properties with for profit businesses that offer tourist accommodations and are not intended for long tern occupancy. These businesses include traditional hotels, motels, timeshares and other tourist accommodations but exclude short term vacation rentals on residential properties.

Mixed Use: Properties with a combination of residential and commercial or other land uses.

Public/Quasi-Public: (1) All property owned by or leased to the government entities or (2) properties which are not strictly commercial, industrial, agricultural, or residential, but which serves some public purpose, even if privately owned, such as churches.

Recreation: Properties used for golf courses and tourist attractions such as miniature golf courses.

Residential: Properties with single-family homes, duplexes, assisted living facilities, multifamily apartments and residential condominiums wherein permanent residential occupancy is intended.

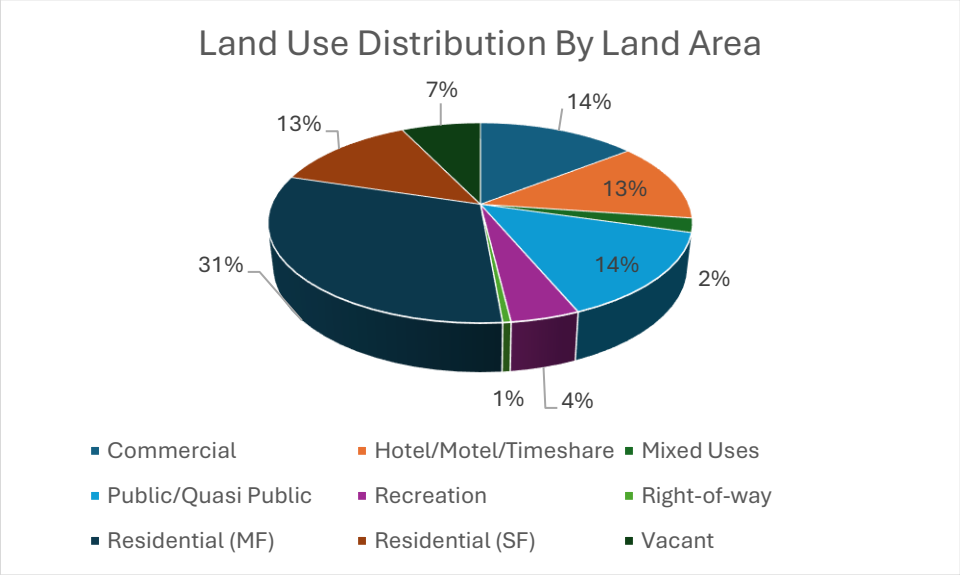
Right of Way: Includes property such as right-of-way, water features utilities, submerged land, etc.

Vacant: All properties without physical improvements, including vacant government, commercial, residential and other properties.

*Note: Existing Land Use analyzes what is identified "on the ground" as of the date of the data acquisition and does not reflect Future Land Use which is analyzed separately in Future Land Use Designations and Analysis.

A summary of the existing Daytona Beach Shores land use distribution by land area is displayed in Figure 1 below.

Figure 1



Existing Land Use Distribution Analysis

According to the Urban Land Institute (ULI), when determining a balanced land use ratio, context matters as there is no ideal land use ratio but instead, local factors such as population, density, transportation access, existing land use patterns and economic viability drive local land uses in each specific community. However, the ULI does provide examples of a balanced ratio for utilization as a guide. The ULI land use distribution guide offers a distribution as follows: 60% residential, 30% commercial and 10% open space. Subsequent to conducting this analysis, it should be noted that the city does not have any development of more than 50 residential lots, with more than one onsite sewage treatment and disposal system per one (1) acre, per Sec. 163.3177(6)(c)3, F.S.

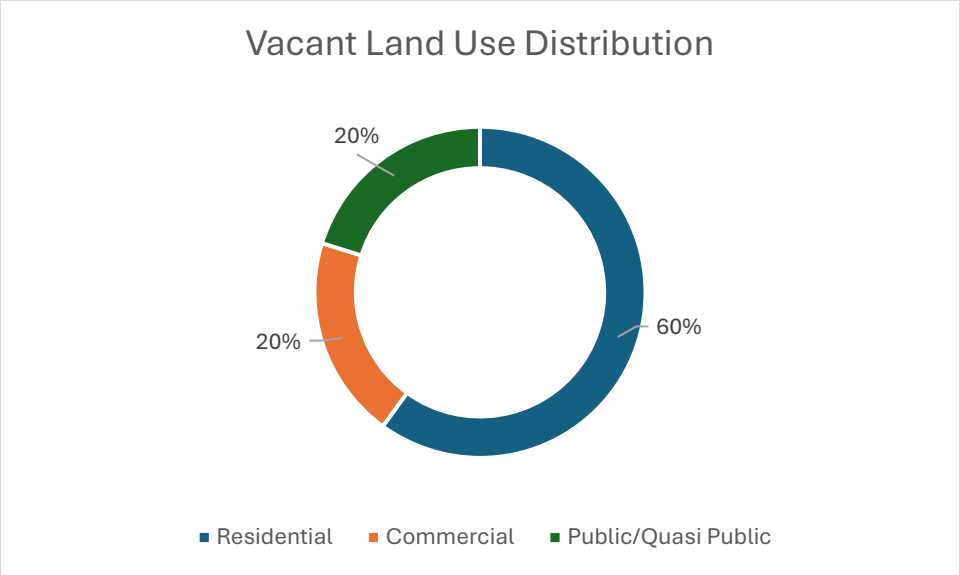
As seen in Figure 1 above, the major land uses by area within the city are multifamily residential (31%), commercial (14%), public/quasi-public (14%), hotel/motel/timeshares (13%) and then single-family residential (13%). Together residential land uses account for 44% of the land area within the city. Based on this distribution, it is clear Daytona Beach Shores is a community dominated by residential land uses followed by commercial/hotel (27%) land uses patterns. This land use distribution is very close to the ULI guide. As expected for a coastal urban area where residential and tourist accommodations are dominant, lands for agriculture and industrial uses are nonexistent.

With a permanent 2020 permanent residential population of 5,179 and unit occupancy rate of 45.5% the city currently has an excess housing supply for permanent residential population. Considering by the year 2045 only 943 people will be added to the city's permanent residential population and the city's 2020 residential housing units totaled 3,012, even with no future residential development, the city's housing permanent resident supply will exceed its demand in 2045 as over 1,500 units are currently available for permanent residential occupation. Much of the additional housing units are presumed to occupy the short-term rental and/or second home market, which will aid local commerce.

Vacant Land Analysis

An analysis of vacant land was conducted using the Volusia County Property Appraiser January 2025 Existing Land Use data. Based on this analysis, the city's total area classified as "vacant" is comprised of 41.6 acres or 7% of the total land area. It is important to note that some of these parcels may be in the development process, while others may be owned by various government entities, etc., and therefore actual vacant land supply may be less than reported at present. The city's vacant land distribution is shown in Figure 2 below.

Figure 2



With only 41.6 acres of vacant land, of which 20% is reserved for government use, the City of Daytona Beach Shores is approaching full build-out. Despite this, there is still potential for future development, redevelopment, and growth. To understand the type of impact these vacant lands could have on the cityscape if eventually developed, it is useful to view their Future Land Use entitlements. In the case of Daytona Beach Shores, the future land use entitlements on vacant properties remain unchanged and are consistent with the current zoning entitlements. Subsequent to conducting this analysis, it should be noted that the city does not have any vacant land, with the appropriate entitlements, without sanitary sewer access that can accommodate a residential development of more than 50 residential lots per Sec. 163.3177(6)(c)3, F.S.

POPULATION PROJECTIONS & FUTURE GROWTH

Population and Growth Trends

Projected population is the driving force behind the City's future facility needs, housing supply and demand, and land use requirements. This population analysis is a major consideration in preparing future land use designations and each of the Comprehensive Plan element's goals, objectives, and policies. Future population estimates for the city identify the amount of residential land and development density allocations that will be necessary to accommodate the city's growth.

According to the 2020 US Census, the official population of permanent residents in the city was 5,179 residents. This is a growth of 932 persons (18% growth rate) since the 2010 recorded census population. This change in population equates to an annualized average population growth rate of 1.8% during this period.

Daytona Beach Shores is landlock and therefore can only grow horizontally through voluntary annexation of county properties per Sec. 171.044, Florida Statutes. Since the last EAR based comprehensive plan update in 2017, the city has annexed 17 residential properties (4.35 acres) as seen in Table 2 below. With a 2020 average household size of 1.6 people, this recent annexation could produce an additional 27 permanent residents. However, because only a small percentage of these homes have been homesteaded and adjacent county properties limit vacation rentals on residential properties in this vicinity, it is expected that the additional units annexed will add to the city's short term rental supply.

Table 2

PROPERTIES ANNEXED INTO DAYTONA BEACH SHORES 2017-2024				
Ord #	Property Address	Parcel No.	Property Size (Acreage)	Number of Residential Units
18-06	3036 Peninsula Dr	5334-02-02-0161	0.42	1
21-03	2924 S peninsula dr	5327-09-00-0200	0.23	1
21-12	104 Broad Avenue	5335-03-05-0240	0.3	1
22-02	3102 Liberty Street	5334-02-08-0010	0.78	1
22-03	6 Carter Terrace	5334-00-02-0190	0.22	1
22-16	2822 S Atlantic Avenue	5327-05-00-0980	0.33	1
22-18	3615 Cardinal Blvd	6302-05-10-0111	0.11	1
22-19	105 Broad Avenue	5335-05-00-0260	0.21	1
23-04	3038 S Peninsula	5334-02-02-0160	0.4	1
23-05	3040 S Peninsula	5334-02-02-0130	0.52	1
24-05	3215 La Paloma Avenue	5335-01-05-0240	0.14	1
24-08	3635 Cardinal Blvd	6302-05-09-0041	0.24	4
24-09	129 Esmeralda Avenue	5335-01-05-0360	0.18	1
24-10	110 Van Avenue	5334-02-05-0020	0.27	1
	Total		**4.35**	**17**

It is expected the stated annexation trend will continue at a similar rate over the planning horizon due to Volusia County's current short term rental regulations. However, the annexation of county properties into the city will not increase housing demand as the properties come occupied with residential structures, typically ready for occupancy.

Projection and Methodology

Historical population counts from 1980 through 2020 were collected and analyzed from the US Census. However, due to the inconsistent growth rates during that period, staff elected not to utilize this sole method for the following reasons: (1) During the development boom from 1980 to 2000 the average growth rate was 44%, which is an unsustainable rate by most accounts; (2) Between 2000 and 2010, the city's growth rate was less than one percent. This too is considered an unsustainable growth rate and is attributed to the housing crisis and global economic Great Recession.

Instead, population projections for the City of Daytona Beach Shores were calculated using the following methodology:

1. Analyzed the Daytona Beach Shores to Volusia County population historical ratio from 2000-2020. This yielded an average population ratio of 0.92%.
2. Analyzed the BEBR (2023) Daytona Beach Shores to Volusia County projected population ratio from 2020 to 2025. This yielded an average projected population ratio of 0.88%.
3. The above referenced BEBR average projected population ratio was utilized due to its lower and more conservative factor. This ratio was applied to the BEBR (2023) projected Volusia County population for the years 2030, 2035, 2040 and 2025.

The results of the Daytona Beach Shores population projections utilizing the above methodology yielded the below table depicting that the city population would only grow to 6,122 by the year 2045, which equates to 943 additional permanent residents.

Table 3

DBS Population Projections, 2025-2045		
Year	DBS*	**Volusia County
2025	5,251	598,900
2030	5,552	630,900
2035	5,783	657,200
2040	5,972	678,600
2045	6,122	695,700

Sources: *Based on historical population ratio between DBS and VC; ** Based on the BEBR Projections of Florida Population by County, 2025-2050, with Estimates for 2023

Future Land Use Designations and Analysis

The 2045 Future Land Use Map ("FLUM") designates future land uses within the existing Daytona Beach Shores city limits through the 2045 planning horizon. The city is not proposing any changes to the current FLUM series as the analysis contained in this DIA demonstrate that no changes are necessary due to an excess housing supply relative to low projected future growth and a healthy mixture of land distribution matching the future land use entitlements.

Build Out Analysis

To better understand the current level of development potential and the ability of the City of Daytona Beach Shores to accommodate the growth that is expected, a build out analysis was performed utilizing the currently adopted FLUM and vacant lands. Maximum densities and intensities will remain the same for each future land use designation because as noted elsewhere in this DIA, the land use distribution is compatible with the ULI land use distribution guide and the anticipated future residential population is less than the current surplus of housing supply.

NATURAL RESOURCES INVENTORY

Floodplains

Because the City of Daytona Beach Shores is in the Coastal Zone, it is subject to coastal and/or tidal flooding associated with tropical storms, hurricanes, and other storm and tidal events. Less than one percent of the city is within the 100-year floodplain (special flood hazard area). These properties located in the 100-year floodplain have a one percent chance of flooding hazard. Despite this, the city continues to remind all property owners through its flood management outreach programs that, even if not located in a special flood hazard area, localized flooding can occur on properties. Additionally, the city participates in the National Flood Insurance Program/Community Rating System, which due to the city's participation and flood management programs, currently provides a 25% flood insurance discount to flood insurance policy costs.

Air Quality

Air quality sampling is the responsibility of the Florida Department of Environmental Protection (FDEP). FDEP does not presently monitor air quality in Daytona Beach Shores area on a regular or periodic basis. The nearest air quality monitoring station is within Daytona Beach. Pollution generated from commercial and industrial developments within and adjacent to the city is not anticipated to adversely affect the air quality of the city.

However, fugitive dust particles and smoke from land cleared for development from mainland areas may occasionally be experienced by the community. Additional but unseen air pollution in city may be attributed to automobile and other fossil fuel emissions from the area.

Mineral Resources

The city has no mining operations for rock or mineral resources. There are no borrow pit areas. There are also no timbering operations within the city.

Soils and Topography

Knowledge of the types of soil present in Daytona Beach Shores is important in assessing the limitations that must be done to develop a site. The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NCRS) provides soil survey data online, most recently published in 2022. The soil survey provides details of the different soil types in city. The soil classifications are made based upon the water table, slope, erosion potential, permeability, subsidence and organic (muck/peat) content. The soils are also rated as to their potential for development based upon those limiting properties.

The two major soil types in the city are Palm Beach-Urban Land-Paola Complex (slope 0-8%) and Palm Beach-Paola Association (2-8%). Both sand types have very high drainage rates with negligible runoff in its natural setting. These soils occupy the easterly and middle sections of the city. The westerly and riverine areas of the city primary soil type is Turnbull Variant Sand (slope 0-2%), which is poorly drained due to its organic content and profile.

Historical Resources Inventory

Currently, there are currently no properties in Daytona Beach Shores listed on the National Register of Historic Places.

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-13 Approval of Contract #H1215 Hurricane Nicole Hazard Mitigation Grant Program (HMGP) to acquire 3 Sewer Generators

SYNOPSIS:

This grant was applied for in August 2023 after Hurricane's Ian and Nicole devastated our area. The purpose of this Hurricane Nicole Hazard Mitigation Grant is to provide protection to three lift stations in Daytona Beach Shores.

The grant is funded through the Hazard Mitigation Grant Program (HMGP) DR-4680-060-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

The HMGP project shall provide backup power for Lift Station 7 with a 200-kW portable diesel generator; Lift Station 9 with a 56 kW permanent generator including a new concrete pad, 200-gallon subbase diesel fuel tank, and automatic transfer switching gear; and Lift Station 10 with a 100-kW portable diesel generator. The generators shall be of an adequate size determined by the vendor or electrical engineer during the bid process to appropriately support the lift stations. Lift Station 7, 9, and 10 do not have backup power .During previous storms these lift stations have lost power requiring the use of emergency bypass pumps powered by portable generators. Without power, these lift stations may experience backing up and sewage overflow leading to water and soil contamination as well as private property damage. Having backup power for these three lift stations will prevent overflows and will protect the health and safety of residents in the community

FEMA awarded this project on May 1, 2025; and the Period of Performance for this project shall end on January 31, 2028.

Funding Summary Totals
Federal Share: $396,763.50 (75.00%)
Non-Federal Share (City): $132,254.50 (25.00%)
Total Project Cost: $529,018.00 (100.00%)

FISCAL IMPACT STATEMENT:

The city is responsible for a 25% match totaling $132,254.50; this amount has been budgeted.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the approval of Resolution 2025-13.

SUGGESTED MOTION:

Move to approve Resolution 2025-13 for Contract #H1215 Hurricane Nicole HMGP to acquire 3 sewer generators and to authorize the City Manager to execute all necessary documents associated with the grant.

ATTACHMENT:

1. Resolution 2025_13 HMGP Sewer Generator Grant Approval
2. 4680-060-R - For Subrecipient Signature - 08.12.2025

RESOLUTION 2025-13

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ACCEPTING A $400,173.89 GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION; APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (GRANT AGREEMENT #H1215) FOR THE PURPOSE OF PURCHASING AND INSTALLING SEWER GENERATORS FOR STATIONS 7, 9, AND 10; APPROVING THE 25% MATCH OF $132,254.50; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores has been awarded a $400,173.89 grant from the Federal Emergency Management Agency for the purchase and installation of a stationary generator at station 9 and two (2) portable generators at stations 7 and 10 along with management costs; and

WHEREAS, this grant is a 25% funding match grant of which the city's share is $132,254.50; and

WHEREAS, this grant allows the city to have generators for all of it's sewer lift stations for times of emergency; and

WHEREAS, the city must approve and enter into the standard grant agreement (Contract #H1215) with the State of Florida Division of Emergency Management in order to receive the grant; and

WHEREAS, the City Commission of the City of Port Orange desires to accept the grant funding from the State of Florida Division of Emergency Management and enter into a grant agreement with the State of Florida Division of Emergency Management.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES, FLORIDA:

SECTION ONE: The City Commission of the City of Daytona Beach Shores, Florida, hereby accepts Grant Agreement H1215 and accepts the State of Florida Division of Emergency Management grant in the amount of $400,173.89 for the purchase and installation of a stationary generator at station 9 and two (2) portable generators at stations 7 and 10;

SECTION TWO: The City Commission of the City of Daytona Beach Shores hereby approves the 25% match for the sewer generator project as budgeted in Resolution 2024-17 FY 24-25 budget on September 24, 2024;

SECTION THREE: The City Manager is hereby authorized to execute all necessary applicable documents and agreements.

SECTION FOUR: This resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FL

_____

NANCY MILLER, MAYOR

_____ _____

KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

_____

VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this _____day of _____, 2025.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Daytona Beach Shores
PROJECT #:	4680-060-R
PROJECT TITLE:	City of Daytona Beach Shores, Lift Stations, Generators
CONTRACT #:	H1215
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Lory Irwin Finance Director 2990 S. Atlantic Avenue Daytona Beach Shores, Florida 32118

Enclosed is your copy of the proposed contract/modification between **City of Daytona Beach Shores** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 570-2909 or email me at Renee.Singh@em.myflorida.com.

Agreement Number: **H1215**

Project Number: **4680-060-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Daytona Beach Shores
Sub-Recipient's unique entity identifier (UEI/FEIN):	596044103 / Z4MVCMLG2G63
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	May 01, 2025
Subaward Period of Performance Start and End Date:	October 9, 2023 – January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$381,280.64
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$400,173.89
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$400,173.89
Federal award project description (see FFATA):	Generators
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Daytona Beach Shores, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-2909
Email: renee.singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Lory Irwin
   Finance Director
   2990 S. Atlantic Avenue
   Daytona Beach Shores, FL 32118
   Telephone: 386-763-5362
   Email: lirwin@cityofdbs.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 9, 2023 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$381,280.64**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 381,280.64**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to three lift stations in Daytona Beach Shores, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-060-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Daytona Beach Shores, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to three lift stations, located in Daytona Beach Shores, Florida 32118

The HMGP project shall provide backup power for Lift Station 7 with a 200-kW portable diesel generator; Lift Station 9 with a 56-kW permanent generator including a new concrete pad, 200-gallon subbase diesel fuel tank, and automatic transfer switching gear; and Lift Station 10 with a 100-kW portable diesel generator. The generators shall be of an adequate size determined by the vendor or electrical engineer during the bid process to appropriately support the lift stations. Lift Station 7, 9, and 10 do not have backup power. During previous storms these lift stations have backed up, causing sewage overflow which causes water and soil contamination. Having backup power for these three lift stations will prevent overflows and will protect the health and safety of residents in the community.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Lift Station 7	Daytona Beach Shores, Florida 32118	200-kW portable	(28.181753, -80.988832)
2)	Lift Station 9	Daytona Beach Shores, Florida 32118	56-kW permanent	(29.152935, -80.972194)
3)	Lift Station 10	Daytona Beach Shores, Florida 32118	100-kW portable	(29.169665, -80.983239)

Storage Location:

Location	Coordinates
3751 Cardinal Blvd, Daytona Beach, Florida 32118	(29.142736, -80.965098)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with

the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

    2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to three lift stations, located in Daytona Beach Shores, Florida 32118, by installing permanent and portable generators. The project shall provide backup power for Lift Station 7 with a 200-kW portable diesel generator; Lift Station 9 with a 56-kW permanent generator including a new concrete pad, 200-gallon subbase diesel fuel tank, and automatic transfer switching gear; and Lift Station 10 with a 100-kW portable diesel generator.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall provide a letter and documentation affirming the purchase has been completed and requesting Final Inspection indicating the exact storage location of the generator(s).
7) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
8) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
9) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4680-060-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on May 1, 2025; and the Period of Performance for this project shall end on **January 31, 2028.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**32**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$503,827.00	$377,870.25	$125,956.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$503,827.00**	**$377,870.25**	**$125,956.75**
***Contingency Funds:	$25,191.00	$18,893.25	$6,297.75
Project Total:	**$529,018.00**	**$396,763.50**	**$132,254.50**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$3,410.39	$3,410.39	
SRMC Total:	**$3,410.39**	**$3,410.39**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $25,191.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $3,410.39 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$3,410.39**, with a start date of **October 9, 2023**.*

Funding Summary Totals

Federal Share:	$396,763.50	(75.00%)
Non-Federal Share:	$132,254.50	(25.00%)
Total Project Cost:	**$529,018.00**	**(100.00%)**
SRMC (100% Federal)	$3,410.39	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Daytona Beach Shores

REMIT ADDRESS: 2990 S. Atlantic Avenue

CITY: Daytona Beach Shores STATE: Florida ZIP CODE: 32118

PROJECT TYPE: Generators PROJECT #: 4680-060-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1215

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Daytona Beach Shores PAYMENT #:

PROJECT TYPE: Generators PROJECT #: 4680-060-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1215

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Daytona Beach Shores **PROJECT #:** 4680-060-R

PROJECT TYPE: Generators **CONTRACT #:** H1215

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Daytona Beach Shores
Sub-Recipient's Name

H1215
DEM Contract Number

4680-060-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-060-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 381,280.64

OBLIGATION/ACTION DATE: 05/01/2025

SUBAWARD DATE (if applicable):

UEID/SAM#: Z4MVCMLG2G63

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power three lift stations, located in Daytona Beach Shores, Florida 32118

The HMGP project shall provide backup power for Lift Station 7 with a 200-kW portable diesel generator; Lift Station 9 with a 56-kW permanent generator including a new concrete pad, 200-gallon subbase diesel fuel tank, and automatic transfer switching gear; and Lift Station 10 with a 100-kW portable diesel generator. The generators shall be of an adequate size determined by the vendor or electrical engineer during the bid process to appropriately support the lift stations. Lift Station 7, 9, and 10 do not have backup power. During previous storms these lift stations have backed up, causing sewage overflow which causes water and soil contamination. Having backup power for these three lift stations will prevent overflows and will protect the health and safety of residents in the community.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Lift Station 7	Daytona Beach Shores, Florida 32118	200-kW portable	(28.181753, -80.988832)
2)	Lift Station 9	Daytona Beach Shores, Florida 32118	56-kW permanent	(29.152935, -80.972194)

3)	Lift Station 10	Daytona Beach Shores, Florida 32118	100-kW portable	(29.169665, -80.983239)

Storage Location:

Location	Coordinates
3751 Cardinal Blvd, Daytona Beach, Florida 32118	(29.142736, -80.965098)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approve Contract for Michael Fowler as Interim City Manager

SYNOPSIS:

At the Special Meeting on August 20, 2025, the City Commission voted to approve Michael Fowler as Acting/Interim City Manager. The attached contract provides for a time period and salary adjustment.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the contract for Michael Fowler.

ATTACHMENT: 1. Acting City Manager Agreement Fowler - REV-BV

EMPLOYMENT AGREEMENT FOR ACTING CITY MANAGER

THIS AGREEMENT made and entered into this 8th day of September, 2025, by and between the CITY OF DAYTONA BEACH SHORES, FLORIDA (hereinafter "City"), and MICHAEL FOWLER, M.P.A. (hereinafter "Acting City Manager" or "Fowler").

WHEREAS, Kurt Swartzlander, the current City Manager of Daytona Beach Shores, has submitted his resignation to the City and is leaving the City as of October 14, 2025; and

WHEREAS, Fowler has honorably served the City of Daytona Beach Shores in the Department of Public Safety for the last 33 years; and

WHEREAS, Fowler has the full confidence of the City Commission to serve as Acting City Manager while the City is actively recruiting a permanent City Manager; and

WHEREAS, as of August 27, 2025, Acting City Manager will begin working with the current City Manager to ensure there is a thorough handoff of responsibilities to Fowler when the current City Manager leaves; and

WHEREAS, upon the hiring of a new City Manager, Fowler shall work with the new city manager, as requested, for such additional time as necessary to ensure a smooth transition of positions; and

WHEREAS, during his service as Acting City Manager, Fowler shall appoint an Acting Director of Public Safety to serve in that role for the duration of Fowler's tenure as Acting City Manager;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Professional Services

The Acting City Manager shall diligently and timely perform professional services as requested by the City Commission and as specified in the City's Charter, ordinances, and all applicable laws and regulations. He agrees to perform the functions of his office in a competent and professional manner, and to advise and support the City Commission in all matters of city governance and administration.

2. Compensation and Benefits

Beginning on August 27, 2025, the Acting City Manager shall receive additional compensation over and above Fowler's current compensation (including Fowler's police education incentive pay), in the amount of $6 per hour, payable at the same intervals and in the same manner as other City employees. Fowler shall be eligible for any COLA and Merit increases in salary as determined by the City Commission in the same timeframe that other City employees are eligible for such increases in salary.

In addition, the Acting City Manager shall continue to receive the same benefits and entitlements as afforded to him in his current role as Director of Public Safety, including but not limited to: participation in professional conferences, continuing education, and training in police and fire safety; clothing allowance, personal use of city vehicle, health insurance, pension contributions, and all employee benefits; and accrual of seniority, leave, and service time. Fowler's time of service and benefit accrual shall not lapse during the term of this Agreement.

3. Retirement Status under Florida Law

Consistent with Florida law and the Florida Retirement System (FRS):

- Fowler shall formally resign from the positions of Police Chief and Fire Chief while serving as Acting City Manager, in accordance with the constitutional prohibition on dual office-holding.

- Fowler shall retain firefighter status during this period to continue accruing FRS service credit as a "special risk/high-risk" employee. The City shall ensure all necessary documentation is filed with FRS to preserve such pension eligibility.

- Furthermore, Fowler shall provide prompt written notice to both the Florida Department of Law Enforcement (FDLE) and the Florida State Fire Marshal regarding his resignation from the roles of Police Chief and Fire Chief. These agencies are respectively responsible for oversight of law enforcement and fire service licensing and certification in the state, and notification will help ensure compliance with regulatory requirements.

4. Term

The term of this Agreement shall commence on August 27, 2025 and continue until thirty (30) days after the permanent City Manager's first day of work, or such later date as specifically requested by the newly appointed City Manager for purposes of ensuring an appropriate handover of duties, unless earlier terminated in accordance with this Agreement.

5. Right to Return

Upon conclusion of his service as Acting City Manager, whether by resignation, termination, or appointment of a permanent City Manager, Fowler shall be reinstated as Director of Public Safety at the same salary, rank, and benefits in effect immediately prior to this Agreement, with any increase in salary and/or benefits he would have received due to passage of time or overall City employee pay raises had he not voluntarily taken on the duties of Acting City Manager.

6. Expenses

The City shall budget for and pay reasonable travel and subsistence expenses of the Acting City Manager for official travel, meetings, and professional development consistent with his duties as Acting City Manager as well as maintaining his public safety training.

7. City's Responsibility

The City shall indemnify and hold harmless the Acting City Manager for actions taken in the scope of his official duties, except in cases of willful misconduct, criminal conviction, or actions beyond the scope of authority.

8. Termination

The Acting City Manager serves at the pleasure of a majority of the City Commission and may be terminated at any time without cause. In such case, or if the Acting City Manager resigns, he shall be returned to his position as Director of Public Safety with all rights, benefits, and seniority intact.

9. Severability

If any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

10. Entire Agreement

This Agreement constitutes the full and final understanding of the parties regarding the subject matter and may be modified only in writing signed by both parties.

11. Notices

All notices shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the City and the Acting City Manager at their respective addresses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____ **By:**_____
Nancy Miller, Mayor **Michael Fowler, Acting City Manager**

ATTEST:

By: _____
Cheri Schwab, City Clerk

Approved as to form and legality:

_____
Vose Law Firm, LLP, City Attorney

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2025-15 Designating Signatories on City Accounts

SYNOPSIS:

The current City Manager, Mr. Kurt Swartzlander, has resigned effective 10/15/2025; his last day with the city will be 10/14/2025. As one of three signatories on city financial accounts, a replacement will need to be appointed. Upon the commission's approval of Director Michael Fowler's contract, he will become Acting City Manager until the position of City Manager is filled. As Acting City Manager, Mr. Michael Fowler should fill the third signatory position.

This resolution will maintain the signatory authorities of the current City Manager, Mr. Kurt Swartzlander, until his departure on October 14, 2025, and Ms Irwin, Finance Director, and Ms. Schwab, City Clerk, while adding the commission-appointed position of Acting City Manager held by Mr. Michael Fowler.

The commission will need to set an effective date for this resolution.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends Resolution 2025-15 sunsetting the current City Manager's signatory authority on 10/14/2025 and adding the newly appointed Acting City Manager as signatory based upon an effective date chosen by commission.

SUGGESTED MOTION:

Motion to accept Resolution 2025-15 sunsetting the current City Manager's signatory authority on 10/14/2025 and adding the newly appointed Acting City Manager as signatory effective on a date chosen by commission.

ATTACHMENT: 1. Resolution 2025-15 Banking Signatory Update

RESOLUTION 2025-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA DESIGNATING SIGNATORIES OF CITY ACCOUNTS AND SUPERSEDING ANY PREVIOUS RESOLUTION SO DESIGNATING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores constitutes a Florida municipal corporation; and

WHEREAS certain appointed officials are resigning from office and the City Commission has appointed others to fill the vacancies; and

WHEREAS, the City of Daytona Beach Shores (The "City"), Florida has financial accounts located at Bank of America, JP Morgan Chase, Sea Coast Bank, Space Coast Federal Credit Union, and Florida State Board of Administration (SBA); and

WHEREAS, it is necessary for the City of Daytona Beach Shores City Commission to approve new signatories due to succession.

NOW THEREFORE, the City Commission of the City of Daytona Beach Shores finds and resolves that:

Section 1. Authorized Signers.
The Commission authorizes the following positions and employees with the City of Daytona Beach Shores to be authorized signers for all transactions on designated bank accounts:

1. City Manager — Kurt Swartzlander until October 14, 2025
2. Interim City Manager — Michael Fowler
3. Finance Director — Lory Irwin
4. City Clerk — Cheri Schwab

Section 2. Rescission.
The Commission hereby rescinds authorization for all previous authorized signers on designated bank accounts as of the effective date of this resolution. This includes previous check signers not listed in Section 1 above.

Section 3. Financial Institutions.
The City is currently utilizing the following financial institutions with the following bank accounts:

1. Bank of America
   - Pool Cash Account
   - Sewer Operating
   - Sewer Impact

2. Sea Coast Bank
   Sewer Fund
   Pool Cash

3. JP Morgan Chase, N.A.
   Chase Platinum Business Checking
   Certificate of Deposit (CD)

4. Space Coast Federal Credit Union
   ACH Origination Account for payroll

5. Florida State Board of Administration (SBA)
   General Fund Account
   Sewer Operating

Section 4. Number of Signatories to withdrawal funds.
For the withdrawal of funds by checks of any denomination dual signatures will be utilized.

Section 5. Effective Date.
The effective date of this resolution will be _____, 2025.

APPROVED AND ADOPTED BY THE City Commission of Daytona Beach Shores this 8th day of September, 2025.

CITY OF DAYTONA BEACH SHORES, FL

_____

MAYOR NANCY MILLER

Attest:

_____ _____

KURT D. SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

_____

VOSE LAW FIRM, CITY ATTORNEY

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion on Planning & Zoning Board Member Re-Appointments

SYNOPSIS:

Four of the five members' terms end effective September 30, 2025. The commission needs to decide the process for re-appointment.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Per Ordinance 2019-05, no member shall serve more than three consecutive terms on the same board unless approved by a four-fifths vote of the City Commission. Ms. Tornatore has served more than three consecutive terms at this point. Members Delange, Lilly and Horion could serve another term if the commission so desires and has expressed their desire to be re-appointed. There are currently two alternates who have expressed interest in moving up to regular member status.

LEGAL REVIEW:

RECOMMENDATION:

This is a City Commission decision to make.

SUGGESTED MOTION:

ATTACHMENT: 1. 2024 Planning & Zoning Board

PLANNING & ZONING BOARD 2024
City of Daytona Beach Shores

NAME	PHONE	TERM
Florent (Chuck) Horion 4 Oceans West #308B Daytona Beach Shores, FL 32118	386-256-3238 Cell 617-512-5990 Appt 1/19,22	3 years 9/2025
Rose Ann Tornatore, 2500 S. Nova Road Daytona Beach, FL 32119 Lives 3245 S.Atlantic	C: 290-0039 Apptd 10/2009,12,15 Re-appt 1/19, 22	3 years 9/2025
Guy Desai 2435 S Atlantic Ave Daytona Beach Shores, FL 32118	562-682-1796 Apptd 8/2024	3 YEARS 9/2027
James Lilly 3 Oceans West Blvd #2A3 Daytona Beach Shores, FL 32118	386-589-4460 Appt 1/19, 22	3 years 9/2025
Ricardo Delange 3315 S. Atlantic Avenue #307 Daytona Beach Shores, FL 32118	407-741-3086 Appt 9/19, 22	3 years 9/2025
Meeting time: second Monday at 8:30 am		

Alternates:

Chris Pollard 407-694-7300
10 Cormorant Circle
Daytona Beach, FL 32119
Office 2422 S. Atlantic

Joe Monaco 813-997-5715
2967 S. Atlantic Ave Unit 408
Daytona Beach Shores, FL 32118

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: RFQ 2025-17 Bid Selection Committee Summary-Professional Architectural/Engineering Services for the EOC

SYNOPSIS:

The city issued RFQ 2025-17 for architectural/engineering services for the Emergency Operations Center for bid on 06/11/2025. The scope of service included:

A. Perform a needs assessment, provide schematic design, design development and detailed architectural/engineering construction drawings that will serve as the basis for estimating, bidding
and construction by a construction manager/general contractor (CM/GC).
B. Work side-by-side with City and City's CM/GC.
C. Review of CM/GC submittals.
D. Prepare value engineering drawings at no additional cost to the City.
E. Prepare Furniture, Fixtures, and Equipment (FF&E) package.
F. Apply for and obtain all required permits and agency approvals.
G. Provide bidding assistance.
H. Provide construction administration services.

The bid closed on July 21, 2025 at 2:00pm and there were thirteen (13) qualified bidders. An RFQ selection committee of four (4) was chosen: Director Fowler, Director Cruz, Director Irwin, and Lieutenant Swanson to evaluate each of the 13 bids. The committee set the evaluation criteria according to the published RFQ:

 Professional license, certifications, titles, and accomplishments of staff.
 Experience with hurricane hardened buildings.
 Experience with federal grant funding.
 Experience with projects constructed via Construction Manager/General Contractor or Risk Method.
 Experience with new construction for emergency operation centers.
 Credentials, qualifications, and years' experience of the staff for both the prime and subconsultants
and key personnel as presented by resumes, education, and training.
 Overall project approach to support the needs and objectives of the project.

 Quality of performance for previous contracts and/or services.
 Sufficiency of resources and ability of the firm to perform the contract or provide the services; Litigation.

The RFQ selection committee met on Thursday, August 14th at 11:00am in the City Hall third floor conference room to submit their evaluations and provide its recommendation to the city commission as seen below. Meeting attendees were, City Clerk, Cheri Schwab, Director Fowler, Director Cruz, Director Irwin, Lieutenant Swanson, and two attendees from ADG and HJHIGH.

If approved, the recommended firm, JL2 Architecture will be engaged through a contract, negotiated by the City Manager, subject to City Commission approval.arch

FISCAL IMPACT STATEMENT:

This has been budgeted for in the 5-year capital plan. City Commission approved $500,000 on September 24, 2024.
This is part of an approved FEMA HMGP 75/25 grant for a total of $439,425.

BACKGROUND:

The city commission approved a FEMA HMGP grant on March 4, 2025 for Phase I, Design of an Emergency Operations Center including engineering designs and calculations, surveys, permitting and notices. This is a 25% match grant with the federal portion of the grant being $329,568.75 and the city share totaling $109,856.25.

An RFQ for Professional Architectural/Engineering Services for the Emergency Operations Center was posted on 06/11/2025 for Phase 1 of the FEMA HMGP. The scope of service included:

A. Perform a needs assessment, provide schematic design, design development and detailed architectural/engineering construction drawings that will serve as the basis for estimating, bidding and construction by a construction manager/general contractor (CM/GC).
B. Work side-by-side with City and City's CM/GC.
C. Review of CM/GC submittals.
D. Prepare value engineering drawings at no additional cost to the City.
E. Prepare Furniture, Fixtures, and Equipment (FF&E) package.
F. Apply for and obtain all required permits and agency approvals.
G. Provide bidding assistance.
H. Provide construction administration services.

Throughout Phase I the city will be working with FEMA for grant compliance and approval for Phase II, Construction.

LEGAL REVIEW:

RECOMMENDATION:

1. Approval of JL2 as the firm to perform the architectural/engineering services for the Emergency Operations Center (RFQ 2025-17)

2. Approval to authorize the City Manager to enter into contract negotiations with JL2 to perform the architectural/engineering services for the Emergency Operations Center (RFQ 2025-17)

SUGGESTED MOTION:

1. Approval of JL2 as the firm to perform the engineering services for the Emergency Operations Center (RFQ 2025-17)

2. Approval to authorize the City Manager to enter into contract negotiations with JL2 to perform the engineering services for the Emergency Operations Center (RFQ 2025-17)

ATTACHMENT:
1. Prof. Arch Eval Committee totals
2. Professional Architectural Engineering Services RFQ-2025-17
3. JL2 Bid

RFQ=2025-17 Professional Architects for EOC

Bidder name	Cruz	Fowler	Irwin	Swanson	Totals	
jL2 Architecure	13	13	12	13	12.75	1
Architects Design Group	10	12	13	10	11.25	2
Harvard Jolly, Inc.	12	9	10	8	9.75	3
DLR Group	5	10	11	10	9.00	4
KMF Architects	9	11	6	7	8.25	5
PQH Group	11	6.5	2	10	7.38	6
Song + Associates, Inc.	8	6.5	9	5	7.13	7
Hall & Ogle Architects, Inc.	4	9	3	12	7.00	8
AE7	3	7	7	10	6.75	9
8-Koi	2	5	8	11	6.50	10
Zyscovich Architects	6.5	9	4	6	6.38	11
CPZ Architects, Inc.	6.5	4	5	8	5.88	12
DLZ	1	6	1	9	4.25	13

a score of 13 is highest and 1 being the lowest

Proposal Due Date	Proposal Due Time
Monday, July 14, 2025	2:00 p.m. EST

Project Contact
Cheri Schwab, City Clerk
E-mail: cschwab@cityofdbs.org

RFQ No. 2025-17
Professional Architectural/Engineering Services for the Emergency Operations Center for the City of Daytona Beach Shores, Florida

Proposals shall only be accepted until 2:00 p.m. on Monday, July 14, 2025. Proposals received after this deadline **shall not** be accepted. Please see section 4.0, Proposal Requirements for additional information on how to submit your proposal.

1.0 PURPOSE & OVERVIEW

The purpose of this request for qualifications (RFQ) is to select the most qualified firm(s) to provide the requested services. It is anticipated that one (1) firm will be awarded a basic contract to provide the necessary services for a period of three (3) years exercisable at the option of the City.

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the **Consultants' Competitive Negotiation Act (CCNA).**

2.0 BACKGROUND, PROJECT DESCRIPTION, AND SCOPE OF SERVICE

2.1 BACKGROUND AND PROJECT DESCRIPTION: The City of Daytona Beach Shores is seeking qualifications of a professional consultant to provide architectural/engineering services for the assessment, and design of a new Emergency Operations Center at Public Safety. Experience with federal grant funding is essential.

The City of Daytona Beach Shores Public Safety Mission is to improve the lives, safety, and wellness of all citizens by providing the highest levels of police, fire, and emergency medical services. To facilitate improved levels of emergency service, the City plans to construct a training facility which will incorporate a 2400 square foot emergency operations center on the existing City-owned property at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida.

The scope of this project shall consist of, but not be limited to, the construction of a new, two-story, approximately 20,000 gross square foot building, to house training, evidence, and other needs along with a 2400 square foot emergency operations facility. A full needs assessment will be required.

The project will be constructed via a CM-At-Risk delivery method.

Design shall comply with all jurisdictional agency requirements including, but not limited to U.S. Department of Transportation (DOT), City of Daytona Beach Shores, Florida Department of Environmental Protection (FDEP), Army Corp of Engineers (ACOE), St. Johns Water Management District (SJWMD), and any other applicable agency.

2.2 SCOPE OF SERVICE:

A. Perform a needs assessment, provide schematic design, design development and detailed architectural/engineering construction drawings that will serve as the basis for estimating, bidding and construction by a construction manager/general contractor (CM/GC).

B. Work side-by-side with City and City's CM/GC.

C. Review of CM/GC submittals.

D. Prepare value engineering drawings at no additional cost to the City.

E. Prepare Furniture, Fixtures, and Equipment (FF&E) package.

F. Apply for and obtain all required permits and agency approvals.

G. Provide bidding assistance.

H. Provide construction administration services.

2.3 QUALIFICATIONS/CERTIFICATIONS: Provide copies of the required qualifications and/or certification indicated below:

- The certificate of authorization for both the prime and all sub-consultants shall be current and active at the time of the submittal and throughout the duration of an awarded contract.
- Respondent project manager shall have a State of Florida registered architect certificate.
- Respondent/prime consultant's certificate of authorization from the State of Florida Department of Business and Professional Regulation shall be required to provide professional architectural services.
- If in addition to professional architectural services, respondent/prime consultant proposes to provide other in-house professional services such as professional engineering services, a copy of respondent/prime consultant's certificate of authorization from the State of Florida Department of Business and Professional Regulation shall be required to provide the professional services proposed.

2.4 EVALUATION METHOD: The City will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the City Commission. The City will be the sole judge of its own best interests, the proposals, and the resulting contract. The City's decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all the information gathered. The City may require the short-listed firm (s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process. Although, each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement analyst prior to the recommendation of award from the committee.

2.5 EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

A. Qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff.
- Experience with hurricane hardened buildings.
- Experience with federal grant funding.
- Experience with projects constructed via Construction Manager/General Contractor or Risk Method.
- Experience with new construction for emergency operation centers.
- Credentials, qualifications, and years' experience of the staff for both the prime and sub-consultants and key personnel as presented by resumes, education, and training.
- Overall project approach to support the needs and objectives of the project.
- Quality of performance for previous contracts and/or services.
- Sufficiency of resources and ability of the firm to perform the contract or provide the services; Litigation.

Note: The City reserves the right to evaluate, prior to making an award, current financial statements and data from the applicants, the ability to comply with required schedule, past record of integrity and record of performance.

B. ASSESSMENT: The committee will evaluate each proposal against the requirements of the solicitation using the following:

Strengths:	Those areas in which the proposal exceeds the City's requirements.
Weaknesses:	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.
Risk/Deficiencies:	Those areas where the proposal fails to meet the City's requirements.

2.6 QUESTIONS/EXCEPTIONS: It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, and terms and conditions. Questions and exceptions concerning any section of this solicitation and Contract (see Exhibit A) shall be submitted to: Cheri Schwab, City Clerk, cschwab@cityofdbs.org

Questions and exceptions shall be submitted and received no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the City and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived.

If it becomes necessary for the City to revise or clarify any part of this RFQ the solicitation will be updated on the DemandStar platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the DemandStar website for any posted answers, and/or solicitation changes at https://network.demandstar.com or on the city's website under Government bids/quotes.. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RFQ before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

Answers posted by the City, and/or changes made to the solicitation shall become a material part of this solicitation.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions: As used in this RFQ, the following terms shall have the meanings set forth below:

Construction Services: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.

Consultant: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the City.

Consultant's services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have pre-requisite knowledge or special abilities not generally available in the government.

Contract: The document resulting from this solicitation between the City and the awarded Respondent, including this RFQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the City to provide the product and/or services set forth herein.

City Clerk: The City Clerk or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the City Clerk.

City: Shall mean the City of Daytona Beach Shores (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status.

City's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the City and will be designated after the award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Finance for the City of Daytona Beach Shores.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the City for the provision of the services requested in the RFQ.

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 PROPOSED SCHEDULE:

06/11/25	Release date for Request For Qualification
06/30/25	Final date to receive written questions
07/14/25	Closing Date
TBD	Tentative date for the Evaluation Committee Meeting
TBD	Tentative date for Presentations by the Short-listed Firms
TBD	Tentative date for City Commission approval of award
TBD	Tentative date for City Commission approval of contract and fee

3.3 E-Verify. The Consultant covenants and agrees to the following provisions, as required by law:

3.3.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

3.3.2 Consultant and any of Consultant's Sub-Consultants shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's Sub-Consultants) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

3.3.3 In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the Sub-Consultant agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Consultant shall provide a copy of such affidavit to the City before the Sub-Consultant begins any work associated with the Agreement. If the City has a good faith belief that a sub-Consultant knowingly violated the requirements set forth in this Section 3.3 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section 3.3 and applicable law, the City shall promptly notify Consultant and order Consultant to immediately terminate its contract with the Sub-Consultant. Failure to comply with said order shall constitute a material breach of this Agreement.

3.3.4 If the City has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section 3.3; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Consultants to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the City from any resulting costs or expenses, including fines or penalties levied by a government agency and the City's loss or repayment of grant funds; (iii) the City may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement. Consultant acknowledges and understands that if the City terminates this Agreement in accordance with this Section 3.3, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was

terminated.

3.4 PUBLIC PROPOSAL OPENING:

A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the City Clerk during regular business hours to inspect responses and the completed tabulation. The foregoing notwithstanding, if, prior to the City's making responses available for inspection, the City rejects all responses and concurrently provides notice of the City's intent to reissue the solicitation, then the City may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)(3), Florida Statutes, to the extent such section may apply.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City Clerk at 386-763-5364 for assistance, at least two (2) business days before any meeting date.

3.5 PUBLIC RECORDS LAW: Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Consultant with this statement:

IF THE CONULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 386-763-5364, cscwab@cityofdbs.org, by mail at 2990 S. Atlantic Ave., Daytona Beach Shores, FL 32118.

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

A. Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian

of public records, in a format that is compatible with the information technology systems of the City.

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

F. Consultant acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

G. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

3.5.2 Consultant shall indemnify, defend, and hold the City harmless from and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Consultant authorizes City to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia City on an expedited basis to enforce the requirements of this section.

3.6 **WAIVER**: The City of Daytona Beach Shores reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the City.

3.7 **AWARD:** The City reserves the right to award the contract to the respondent(s) that the City deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. In addition, the City has the sole discretion and reserves the right to cancel this RFQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejected/rebidding when responses exceed budget and the City must change the solicitation to lower costs. The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest.

3.8 **COMPLICANE WITH LAWS AND REGULATIONS**: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the City and all its officers, agents, servants, or employees against any liability or claim made against the City arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statues, vendors are hereby notified that:

- The City shall not request documentation of or consider a vendor's social, political, or

ideological interests when determining if the vendor is a responsible vendor; and

- The City shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

3.9 INSURANCE REQUIREMENTS: The Consultant shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit B, in the form and from companies satisfactory to the City.

3.10 INDEMNIFICATION, LIMITATION OF LIABILITY AND REMEDIES:

3.10.1 The Contractor shall indemnify and hold harmless the City, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, and volunteers, and any party with whom the City has agreed by contract to provide additional insured status from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations under this Contract.

3.10.2 In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, sub-consultant or Sub-subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.10.3 Confidential Information and/or Trade Secret do not include the following:

3.10.3.1 Information already known or independently developed the party in possession; or

3.10.3.2 Information in the public domain through no wrongful act of the party in possession; or

3.10.3.3 Information received by the party in possession from a third party who was free to disclose it; or

3.10.3.4 Information regularly disclosed to third parties without restriction on disclosure; or

3.10.3.5 Information required to be disclosed by law or an order of a court of competent jurisdiction.

3.10.4 Confidential Information and Infringement. If Consultant is licensing, or developing software (including derivative works) for use by the City, Consultant grants City a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Contract. Said license includes software owned by Consultant which is furnished under a Contract, for City's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).

3.10.5 If Consultant is licensing, providing or developing software, including derivative works for use by the City, Consultant agrees to protect and indemnify and hold harmless the City, its agents, elected officials and employees of the City from and against any and all claims, demands,

actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to City or provided by Consultant for use thereof by the City, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

3.10.5.1 In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that City can continually use the software which Consultant has directly licensed to City or provided for use thereof by the City in substantially the same manner delivered or subsequently enhanced or modified by:

3.10.5.2 Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or

3.10.5.3 Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing City's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or

3.10.5.4 Promptly procure the right for the City to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

3.10.5.5 Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.

3.10.6 In the event that Consultant does not enable the City to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Consultant shall be in material default of a Contract and subject to Termination.

3.10.7 If Consultant is granting a license or develops software for the City under this Contract, it hereby warrants and represents that:

3.10.7.1 Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant City a perpetual license; and

3.10.7.2 No portion of any licenses or right granted to the City to use Consultant's software pursuant to the terms of the applicable software license contract of Consultant for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

3.10.8 Payment of Consultant's sub-consultants or Sub-subconsultants. Consultant shall save and hold the City harmless from any and all claims or actions by Consultant's sub-consultants or Sub-subconsultants for payment of monies such sub-consultant or Sub-subconsultant claims to be owed by Consultant for Work performed under a Contract.

3.10.9 Nothing in a Contract shall create any obligation on the part of the City to pay directly to any sub-consultants or Sub-subconsultants of Consultant any monies due to such sub-consultant or Sub-subconsultant or claims of a sub-consultant or Sub-subconsultants for amounts owed by Consultant to sub-consultant or Sub-subconsultant for Work performed under a Contract.

3.10.10 Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign

immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.10.11 If Consultant should become entitled to claim damages against the City for breach of contract arising from a Contract, City will be liable only for the amount of Consultant's actual direct damages up to the amount of a Contract that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of a Contract.

3.11 CONCERNING SUB-CONSULTANTS AND SUB-SUBCONSULTANTS:

3.11.1 Consultant shall not employ any sub-consultant, or Sub-subconsultant other person or organization of against whom the City may have reasonable objection, nor shall Consultant be required to employ any sub-consultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any sub-consultant or Sub-subconsultant who has been accepted by the City without the City's approval.

3.11.2 City's disapproval or requirement of removal or replacement of Consultant 's employee or sub-consultant or Sub-subconsultant shall be deemed for lawful reasons if in City's reasonable judgment, such Consultant's employee or sub-consultant or Sub-subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with a Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

3.11.3 Consultant shall be fully responsible for all negligent acts and omissions of its sub-consultant or Sub-subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any sub-consultant or Sub-subconsultant and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any sub-consultant or Sub-subconsultant, except as may otherwise be required by law. City may furnish to any sub-consultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.

3.11.4 Consultant agrees to bind specifically every sub-consultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of a Contract for the benefit of the City.

3.11.5 The Consultant shall require all sub-consultants or Sub-subconsultants or outside associates employed in connection with the performance of a Contract to comply fully with the terms and conditions of a Contract between the City and the Consultant.

3.11.6 Any sub-consultants or Sub-subconsultants and/or outside associates required by the Consultant

in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for the Project assigned under a Contract. Any substitution of such, sub-consultants, Sub-subconsultants or associates will be subject to the prior written approval of the City Project Manager.

3.12 AUTHORIZATION FOR SERVICES:

3.12.1 No Guarantee to Perform Projects. The City makes no covenant or promise as to the number of available Projects, nor that, the Consultant will perform any Project for the City during the life of a continuing services contract. The City reserves the right to contract with other parties for the services contemplated by a Contract as determined in the City's sole and absolute discretion.

3.12.2 A continuing services contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the City to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under a continuing services contract shall be in the form of written Task Assignments issued and executed by the City and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.

3.12.3 Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Contract or Task Assignment as required as a licensed professional or under Florida law; otherwise, the City Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the City Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its sub-consultants or Sub- subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

3.13 TERMINATION:

3.13.1 The performance of Work or Services under a Contract may be terminated by the City in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under a Contract is terminated, and the subsequent date upon which such termination becomes effective.

3.13.2 City may terminate a Contract in whole or part for convenience at will or for non- appropriation of funds by City. Upon receipt of such notification, Consultant shall inform City of the extent to which performance is completed and unless notified in writing by the City otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by City, Consultant shall deliver to City any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the City terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in a Contract, the City may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.

3.13.3 After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the City, the Consultant shall:

3.13.3.1 Stop work under a Contract on the date and to the extent specified in the Notice of Termination.

3.13.3.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under a Contract, as it is not terminated.

3.13.3.3 Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.

3.13.3.4 Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.13.3.5 With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of a termination under the Article. In addition, Consultant shall transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City:

3.13.3.5.1 The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,

3.13.3.5.2 The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the City.

3.13.4 Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

3.13.5 After receipt of a Notice of Termination, the Consultant shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the City, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.

3.13.6 Subject to the provisions of set forth above, the Consultant and the City may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly, and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the City to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.

3.13.7 In the event of the failure of the Consultant and the City to agree as provided above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, the City shall pay to the Consultant the amounts determined by the City as follows, but without duplication of any amounts already agreed upon by the parties.

3.13.7.1 For completed Work or Services accepted by the City, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.

3.13.7.1.1 Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:

3.13.7.1.1.1 The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under hereof;

3.13.7.1.1.2 The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by sub-consultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,

3.13.8 A Contract may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the City's City Clerk. In the event the Consultant breaches any of the terms and conditions of a Contract and after receipt of notice from the City of said breach and time to cure the same the Consultant fails to cure the breach, the City may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the City for any increased cost of the Project reasonably incurred by the City in the process of completing the Consultant's unfinished Work and Services. As such, City may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the City for taking over such Work or Services.

3.13.9 In the event that there is a partial termination of a Contract by the City or Consultant because of non-appropriation by City, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the City prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. City's obligation to pay Consultant under a Contract is limited to the budgeted amount for the fiscal year approved by the Volusia City Commission for the then current fiscal year of a Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Contract Price and Compensation. Consultant and City shall be obligated to continue performance under a Contract for the work or services within the Scope of Work or Services under a Contract which is not the subject of the partial termination by non-appropriation.

3.13.10 If termination of a Contract occurs for any reason:

3.13.10.1 The City shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract and produced pursuant to the Contract Documents for which the City has paid prior to termination of a Contract or for which City makes payment after termination of a Contract.

3.13.11 Except as otherwise provided in a Contract, Consultant shall return to the City all City Confidential Information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.

3.13.12 Except as otherwise provided in a Contract, the City shall return to Consultant or destroy all Consultant's Confidential Information in the City's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the City Project Manager that all such information and material has been returned or destroyed.

3.13.13 For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the City shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the City for any sums Contactor claims to be owed by City under a Contract for work performed from the last invoice to the effective date of termination. City shall review such invoice for payment and City shall pay any undisputed amount within thirty (30) days.

3.13.14 In the event of termination by the City for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the City shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

3.13.15 All provisions of a Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of a Contract.

3.14 **ASSIGNMENT**: Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this Section shall be by written amendment to the Contract in a form and substance specified by the City in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant no less than thirty (30) days prior to the assignment's proposed effective date, provide City with a written request for City's consent. Failure to provide such notice may result in the City assessing a processing fee of Five Hundred Dollars (US $500.00).

Failure by the Consultant to obtain the City's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this

Section.

Nothing herein shall preclude the right of the City to waive its rights under this Section but no waiver shall be granted by the City without amendment to the Contract.

3.15 CITY LOGO: The City owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display City's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to City by or on behalf of Bidder in response to this solicitation. The City has the right to redact the City Logo displayed on any proposal submitted.

3.16 SCRUTINIZED COMPANIES, FL STATUE SECTION 287.135 AND 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 11.0). Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

4.0 PROPOSAL REQUIREMENTS: Firms interested in providing the required professional services shall submit their proposals via the DemandStar On-line system or having sealed bids delivered to the below address **no later than Monday, July 14, 2025 at 2:00 PM**:

Cheri Schwab, City Clerk
City of Daytona Beach Shores
City Hall, 3rd Floor
2990 S. Atlantic Ave.
Daytona Beach Shores, Fl 32118

Once respondents register with DemandStar, respondents will be able to submit their proposal securely, any time before the solicitation deadline, at https://www.demandstar.com/app/agencies/florida/city-of-daytona-beach-shores/procurement-opportunities Proposals submitted on DemandStar will remain locked and inaccessible by City purchasing staff until the solicitation deadline.

Registration with DemandStar is required prior to submitting a bid response electronically. It is suggested your Company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, contact DemandStar at support.demandstar@eunasolutions.com. Bids submitted on Demandstar will remain locked and inaccessible by City purchasing staff until the current bid deadline.

DO NOT SEND CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS

The Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Proposals shall be clear, concise, and indexed by subject. **Failure to provide the required information may result in the proposal not being considered.**

Tab 1. Qualification Data

A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm and the signature shall be an original.

B. A brief profile of the firm, including:

1. A brief history of the business;
2. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
3. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
4. Ownership interests;
5. Active business venues (counties, states, etc.);
6. Present status and projected direction of business;
7. The overall qualifications of the business to provide the services requested.

Tab 2. Project Team:

1. **Prime Consultant:** Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years' experience, years' experience with current firm, professional registration, project

experiences, and other professional qualification. [*A maximum of five (5) single-sided pages for this section*].

2. **Sub-consultants: S**ame as above including number of years' experience working with the respondent and past relationships [*A maximum of three (3) single-sided pages for this section*].

3. **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub-consultants). Identify on the organizational chart the Project Manager assigned to manage day-to-day activities of the project. Identify the Design Architect on the organizational chart.

4. **Project Manager**: The project manager shall be a Florida licensed architect with a minimum of 10 years vertical construction experience. Provide resume.

5. **Project Architect**: The project architect shall be a licensed architect with a minimum of 10 years vertical construction experience; and shall have a minimum of 5 years' experience constructing new buildings with site work. Provide resume.

Tab 2 <u>shall not exceed</u> 9 pages. If tab 2 contains more than nine (9) pages as indicated, your proposal may be considered non-responsive.

Tab 3. Financial Stability

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Daytona Beach Shores. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Tab 4. Project Approach:

Respondent shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control [*A maximum of eight (8) pages in this section*].

1. Explain internal process, which includes their proposed team, for maintenance of calendar schedule, cost controls and quality control;
2. Explain your team's methodology for a needs assessment; and
3. Explain your team's project approach for the design and construction of public buildings; and
4. Discuss challenges and solutions with prior similar projects (Cite projects and provide Description). Minimum of three projects.

Tab 5. Similar Projects and References:

The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.

The respondent shall provide examples of six (6) similar projects in nature to the Emergency Operations Center, completed within the past fifteen (15) years, which best illustrate the proposed team's qualification for the scope of services. For each similar project example, the Respondent shall:

1) State the project title; year project construction completed; method of project delivery: hard bid, design-build, CMGC CM at Risk; project cost; brief description of project and relevance to this RFQ.
2) List any/all federal grant funding associated with the project.
3) List the prime consultant and sub consultants. Identify each consultant's role on the project.
4) list owner reference for the project: contact person, owner's company name, address, email address and telephone number.
5) list the general contractor reference for the project: contact person, company name, address, email address and telephone number.

Unless specifically asked by the City, the City of Daytona Beach Shores shall ***not*** be listed as a reference. The Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RFQ. *[A maximum of eight (8) pages in this section*].

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. **(Use Attached Reference Form 15.0, this form is not part of the 8 pages for this section).**

Tab 6. Forms

A. Authorized Representative/Joint Ventures: Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

B. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

C. Professional Certification/Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

D. Insurance: Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Daytona Beach Shores' contact person.**

E. Notice of Election to be Exempt/Hold Harmless Agreement, if applicable: Respondents that are exempt under the Florida worker's compensation law in Chapter 440.02 Florida Statutes shall provide a copy of their "Notice of Election to be Exempt," if applicable or Hold Harmless Agreement for each person exempt and proof of coverage for non-exempt employees. The hold harmless agreement is included as an attachment to this request for qualifications. Said agreements

shall be returned with the proposal as detailed in the proposal requirements *(Note: When completing the form, leave the contract date blank)*

F. **Conflict of Interest Disclosure Form:** All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project.

G. **Prohibition Against Contingent Fees:** Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract (*See the attached form included in this package*).

H. **Public Entity Crime and Discriminatory Vendor List:** Respondents shall complete and include with their proposal the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes *(the attached forms **"Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions**" and the **"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**" shall be completed by the prime consultant and all sub-consultants of the project team).*

I. **Completed W-9 form**: Include a completed W-9 form.

J. **Drug-Free Work Place Form:** Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (*See "**Drug-Free Work Place**" form*).

K. **Certification Regarding Debarment (Prime) Form**

L. **Certification Regarding Debarment (Sub) Form**

M. **Certification Regarding Prohibition Against Contracting with Scrutinized Companies Form**

END OF PROPOSAL REQUIREMENTS

5.0 GENERAL INFORMATION:

CONFIDENTIAL INFORMATION: Do not send confidential, proprietary information or trade secrets.

COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS:
Proposers are hereby notified that by submitting a proposal to the city that they acknowledge the continuing services contract and the products/services provided may be utilized in the event of declared State/Federal emergency, and Proposers shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

EXPENSES INCURRED: This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any firm in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract. The City reserves the right to require any or all firm to appear for interviews and/or oral presentations at no cost to the City.

WAIVER: The City of Daytona Beach Shores reserves the right to reject any or all proposals; to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the City.

THIRD PARTY COURIER: If a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Proposal to the City Clerk's Office on the third (3rd) floor at the below address. To be considered, **5 bound copies and one electronic version** of the Proposal must be received and accepted in the City Clerk's Office before the Solicitation closing date and time.

Cheri Schwab, City Clerk
City of Daytona Beach Shores
City Hall, 3rd Floor
2990 S. Atlantic Ave.
Daytona Beach Shores, Fl 32118

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6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List):_____

_____

_____

By _____ Date _____
(Signature)

By _____
Corporate Officer Name & Title

7.0 PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

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

By _____ Date _____
(Signature)

By _____
Corporate Officer Name & Title

STATE OF _____
CITY OF _____

Sworn to/affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____
(Seal)

8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. By entering into this Contract, the Contractor represents and warrants that it is not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. Pursuant to Florida Statutory requirements, potential Respondents are notified:

- **Section 287.133(2)(a)(as amended)**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- **Section 287.134(2)(a)(as amended)**: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- **Section 287.134(2)(b)(as amended)**: A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: _____ Date: _____

Signature: _____

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE <u>PRIME CONSULTANT</u>

1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

_____
Name and title

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

_____
Date

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY <u>ALL SUB-CONSULTANTS</u>

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

    d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____
Name and title

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

_____
Date

11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____ (Authorized Signature)

Title: _____

Date: _____

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____does:
(Name of Firm)

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Name and title

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

_____
Date

13.0 HOLD HARMLESS AGREEMENT:

I, _____ (*print officer/owner's name*), am the officer/owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the City of Daytona Beach Shores with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the City Project Manager or designated City representative.

On ___ day of _____, 20___, the City of Daytona Beach Shores and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the City of Daytona Beach Shores and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the City of Daytona Beach Shores or its agents, officials and employees or sub-consultants.

In the event that a workers' compensation claim or lien is made against the City of Daytona Beach Shores and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the City of Daytona Beach Shores, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the City of Daytona Beach Shores, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the City of Daytona Beach Shores or its employees, agents, or sub-consultants. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the City of Daytona Beach Shores in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the CITY OF DAYTONA BEACH SHORES under Section 768.28, Florida Statutes.

Officer/Owner: _____ *(print name)* _____ *(signature)*

Employee 1: _____ *(print name)* _____ *(signature)*

Employee 2: _____ *(print name)* _____ *(signature)*

Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____

CITY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____

_____

_____*, who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission Expires: _____

(Seal)

14.0 Tab 5: Client Refence Form

Reference No. 1	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

Reference No. 2	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

Reference No. 3	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

Professional Architectural & Engineering Services for the Emergency Operations Center City of Daytona Beach Shores, Florida

RFQ No. 2025-17

July 21, 2025

Due 2:00 p.m.



ARCHITECTURE

INTRODUCTION LETTER

SUBJECT: PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR OPERATIONS CENTER (RFQ NO. 2025-17)

July 21, 2025

City of Daytona Beach Shores
Attn: Cheri Schwab, City Clerk
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

Dear Members of the Selection Committee,

The Daytona Beach Shores Public Safety Department has a long and storied history. Your new facility will strive to bolster your presence in the community, assist in your service to the community and be a staple of emergency support .

Our team's project experience has informed the way we think about Emergency Operations & Essential Facility Design. We view Essential Facility planning and design through an operations-based, function-focused "lens". We believe efficient and effective operations can best be planned for and achieved when we understand the duties and related tasks that each department will perform on a daily basis. Our "day in the life" method of communicating with City & Emergency Management staff who will be using the building, has allowed us to design more efficient and mission-oriented facilities. This approach allows you to get more 'value for money' than any other approach. Our designs enable staff to be more efficient and effective in carrying out their assigned daily and activated duties. The jl2 Team is passionate about public safety work and has a strong desire to work with the City of Daytona Beach Shores.

We are excited about the opportunity to collaborate on some of the **many ideas we have to help create a healthy/safe home for your first** responders. We are uniquely qualified for your new project and have the passion to help you bring your vision to life by offering:

LAW ENFORCEMENT EXPERTISE

The jl2 Architecture team of designers & engineers have completed more than 200 public safety facilities including dozens of police facilities and Emergency Operations Faciities.

This project is about you, your needs and your vision The jl2 Architecture team brings the passion and desire to help you bring that vision to life by offering:

DEDICATION & UNDERSTANDING OF YOUR NEEDS

We have worked within Volusia County for more than 15 years on multiple sized projects totaling over 1 million SF. Some examples include the Sheriff's Communications and Emergency Operations Center, Sheriff's Evidence Storage Facility, Facilities Warehouse and the most recent Orange City Police and EOC. This experience has given me a tremendous insight into the Communities expectations and requirements. jl2 Architecture seeks to establish a true partnershop with the City of Daytona Beach Shores that you can rely on to make sure your project exceeds your expectations and goals.

What truly separates the jl2 Architecture Team from the others is our understanding of your project specific needs. Collectively, our team has resided, worked and played in the Volusia County community for decades. We have participated in the growth of the community and have been a part of the ideas and solutions that make the County what it is today. At the same time, we have also experienced the pains of growth, politics, and aging infrastructure. As these challenges have appeared, we have been proud to be a part of the solutions for many of them.

Public Safety is arguably the highest priority of the government. Your fire, police and emergency operations are some of the very best in the state. However, the facilities that are needed to maintain this high level of service must be improved. We are keenly aware of the City's needs for training, evidence and emergency operations space. As a result of our experience and knowledge of your site and the greater Volusia **County area, our team is better poised to find quicker and better solutions than other firms.** We know the strengths and weaknesses of the infrastructure; we have participated in other high-profile projects in the past; we know the City staff and leaders, are aware of the wide range of citizens' viewpoints; and we have successfully designed, permitted and administered construction of these type facilities throughout the state.

DEDICATED & EXPERIENCED LOCAL TEAM

Our team includes a myriad of local designers & engineers who are intimately familiar with your project and the City. Along with our dedicated Civil Engineer, Zev Cohen & Associates your new facility will require highly technical security, MEP and shop/material requirements so we have included Matern Engineering who have completed millions of sf of public safety & municipal projects all over the state of Florida. Our team also includes BBM Structural Engineers whose experience with essential facilities is unparalleled in the state of Florida. This very same team has worked together on recent local projects such as the Volusia County Emergency Operations Center.

MASTER PLANNING

Our team has a significant amount of experience master planning Law Enforcement facilities. We will work closely with the City and our Civil Engineer utilizing CPTED standards to develop a site layout that responds to the surrounding community and helps to set up the appropriate public & private zones that a project of this nature requires. In fact, our Civil **engineer has already developed a significant analysis of your site including, survey information, utility requirements, boundaries, stormwater requirements, etc., which will allow for a quicker start** if awarded the project.

FISCAL RESPONSIBILITY

We recognize the importance of doing right by the taxpayers and know how to design quality facilities that are efficient, functional and cost effective. We will utilize our in-house cost database, work closely with your selected Construction Manager as well as our estimator (KMI) to check the project's budget status at every milestone, to ensure your vision is met while being under budget. We understand that your project is partially grant funded and have extensive experience designing and helping our clients manage grant funded projects.

ADDITIONAL INFORMATION

Tilt Wall Construction

The jl2 Architecture team has extensive experience designing with tilt wall construction, including its use on essential projects. Mr. Lohrum (Project Manager) has been designing and coordinating tilt wall projects with our Structural Engineer BBM, for 20 years, including successful tilt projects in Volusia County such as the Sheriff's Communication Center,

PROTECT & SERVE

INTRODUCTION LETTER

SUBJECT: PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR OPERATIONS CENTER (RFQ NO. 2025-17)

Sheriff's Evidence Facility, Medical Examiner's Facility, DeLand Fire Station 81 & the Daytona Beach Fire Administration Building.

New Construction

The jl2 Architecture team has extensive experience designing millions of sf of new construction. Our proposed team has been working together for two decades.

CMGC

We also understand that the City has decided to procure this project utilizing a Construction Manager(CMGC). Our team has coordinated with many CM's on municipal projects and recognize the benefit of that coordination. The process will function more as a "design assist" as we will work hand in hand with your selected CM throughout the entire project, keeping your project on schedule and under budget. The jl2 Architecture team has extensive experience designing and coordinating projects utilizing the CMGC procurment method including the Volusia County projects listed above and within the project experience section of this proposal.

Hurricane Hardened Facilities

It's important that your essential facility remains operational during storm events and activations so it can continue its critical mission of supporting the community and protecting its users. The Florida Building code requires that all Law Enforcement facilities are designed as "essential" level IV facilities. Your new facility will be designed as a hurricane hardened facility meeting all essential level requirements, including wind borne debris and large missle impact requirements. **The jl2 Architecture team has a significant amount of experience designing and detailing millions of square feet of essential public** safety facilities throughout the state of Florida including the coastal Volusia & Brevard County Emergency Operations Centers, Columbia County EOC, Volusia County Evidence Facility, City of Ocoee Police Training Facility.

jl2 Architecture has had the great blessing of growing while supporting our community on several projects over the years. We will continue to dedicate ourselves to making you a priority client. On behalf of my entire team, we would greatly appreciate the opportunity to work with you on your important Public Safety Expansion.

Sincerely,

Johnnie D. Lohrum, Jr. RA, LEED®AP (Contact Person)
President
1678 Kingston Road, Longwood FL, 32750
407.340.2879 | jlohrum@jl2architecture.com







PROTECT & SERVE

CONTENTS



District 7 Medical Examiner
Volusia County
(386) 258-4060

1360 Indian Lake Rd.
Daytona Beach, FL 32124
(386) 258-4013 FAX

To whom it may concern,

This letter serves as a personal letter of reference for architect Johnnie Lohrum, Jr. I worked with Johnnie on the District 7 Medical Examiner's Office's new building in Volusia County. This 20 million dollar, 20,000 square-foot project spanned years of development and careful discussion of an extremely complicated building. I personally attended hundreds of hours of meetings and I know that many more were ahead without me. The complexity of building a medical examiner's autopsy suite is challenging and unique. The materials, lighting, cold storage, ventilation, and layout are unique to the special task of autopsy an examination.

I highlight this complex building design as Mr. Lohrum approached the project with a humility and a deep respect for my professional expertise and that of other consultants. I'm confident that his abilities and approach on this complicated project will carry-over into any other commercial or residential project that he would bid. I love that Johnnie deferred to my knowledge of autopsy protocol, allowing us both to have input in the most meaningful way. The teamwork was exceptional and as efficient as I can imagine.

Mr. Lohrum present a final design was that was attractive, functional, and expandable. His use of natural light in the building is remarkable, given the security constraints of the facility. I have no doubt any building he designs will be attractive and functional.

I was so impressed with Mr. Lohrum, I invited him to present a podium presentation at the Florida Association of Medical Examiner's (FAME) scientific conference in the summer 2022. During this podium presentation Johnnie and I presented the design phase of my building, including many design details and challenges, to a diverse group of Medical Examiner's, investigators, and law enforcement. The speech was a success, arguably the most popular lecture of the entire conference. This result was largely due to Johnnie's polished delivery and the ability to communicate with professionals outside of his circle.

I would not hesitate to recommend Mr. Lohrum for any architecture project. He has my highest recommendation. I really cannot imagine having done the project without him.

James Fulcher, M.D.
Chief Medical Examiner, District 7



CITY OF DELAND FIRE DEPARTMENT
201 West Howry Avenue - DeLand, FL 32720
(386) 626-7331/7332, (386) 740-6865 fax
Todd Allen, Fire Chief

February 5, 2023

jl2 Architecture
1678 Kingston Road
Longwood, FL 32750

To Whom It May Concern,

As the Fire Chief for the City of DeLand, my relationship with Johnnie Lohrum Jr. began in 2019, when I became the new Fire Chief in DeLand. The DeLand Fire Department began working with Johnnie Lohrum Jr. in 2018, at the start of the design process for our new Fire Station 81 and Police Evidence Facility. The mission of the Fire Department is to *provide our citizens and visitors with the highest level of life safety and property protection available.* Station 81 will replace an existing outdated facility allowing us to further our mission and continue to keep our community safe now and well into the future.

From the beginning, Johnnie and his team of qualified architects collaborated with us to design a state-of-the-art station with a timeless architectural aesthetic to fit within the historic part of downtown DeLand. Adjacent to other public facilities, including City Hall, the Police Station and Post Office, it was important to create cohesion between these public services, as well as provide easy access for the community. Johnnie included the stakeholders in the design process and took the time to understand how we work on a daily basis in order to design a station that will allow us to operate efficiently and effectively. His leadership and communication throughout each phase of the process was excellent.

It has been a pleasure to work with the Johnnie. He listens, understands and is passionate about public safety design. He has been a great partner to work with, and I would highly recommend Johnnie for future work.

Sincerely,

Todd B. Allen, MA, EFO, CFO
Fire Chief



TAB 1
Qualification Data

TAB 2
Project Team

TAB 3
Financial Stability

TAB 4
Project Approach

TAB 5
Similar Projects & References

TAB 6
Forms



PROTECT & SERVE



1 QUALIFICATION DATA

1 QUALIFICATION DATA

A. A submittal letter signed by an authorized agent of the firm as listed on teh Florida Department of State, Division of Corporations Sunbiz report available at www.sunbiz.ort, shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida, include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm and the signature shall be an original.

July 21, 2025

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

To Whom it May Concern:

As President of JL2 Architecture, LLC., I am an authorized agent of the firm, as listed on the Florida Department of State Division of Corporations' Sunbiz report and have the authority to sign submittal letters and contracts on behalf of the firm. I can be contacted at 1678 Kingston Road, Longwood, FL 32750. My phone number is (407) 340-2879 and email address is jlohrum@jl2architecture.com.

Sincerely,

Johnnie Lohrum Jr. RA
President



PROTECT & SERVE

1 QUALIFICATION DATA

B. A brief profile of the firm, including:
1. A brief history of the business

jl2 Architecture, LLC is an Architectural firm that brings together over 20 years of strong relationships and experience throughout the entire state of Florida. Our focus is on public safety, municipal and civic oriented projects that enhance the environments of our local community. Johnnie Lohrum Jr., President, has actively managed nearly 5 million sf of municipal, community and public safety projects such as the DeLand **Fire Station 81 Adminstration Headquarters, Orange City Police Headquarters and EOC, Volusia County EOC, Brevard County EOC,** Osceola County Sheriff's Training Facility and the City of Ocoee Police Training Facility.

Perceived as a safe haven for the community, it is jl2's belief that a public safety facility should encourage public interaction. Our designs create welcoming public areas for visitors and groups while maintaining private spaces for the responders and administration. While these public spaces are ideal for hosting community events or sharing with community groups, we are also sensitive to the need to maintain a secure facility by separating public and private areas and providing secure vestibules, where appropriate, to control public access.

2. Designation of the legal entity

jl2 Architecture is an LLC and authorized to conduct business in the State of Florida.



State of Florida
Department of State

I certify from the records of this office that JL2 ARCHITECTURE, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 21, 2022.

The document number of this limited liability company is L22000495247.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on May 1, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of May, 2025

Secretary of State

Tracking Number: 616976143 2CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



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1 QUALIFICATION DATA

3. A Florida Department of State, Division of Corportations Sunbiz report available at www.sunbiz.org:

Detail by Entity Name

Florida Limited Liability Company
JL2 ARCHITECTURE, LLC

Filing Information

Document Number	L22000495247
FEI/EIN Number	NONE
Date Filed	11/21/2022
State	FL
Status	ACTIVE

Principal Address

1678 KINGSTON ROAD
LONGWOOD, FL 32750

Mailing Address

1678 KINGSTON ROAD
LONGWOOD, FL 32750

Registered Agent Name & Address

LOHRUM, JOHNNIE D, JR.
1678 KINGSTON ROAD
LONGWOOD, FL 32750

Authorized Person(s) Detail

Name & Address

Title MR

LOHRUM, JOHNNIE D, JR
1678 KINGSTON ROAD
LONGWOOD, FL 32750

Annual Reports

No Annual Reports Filed



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1 QUALIFICATION DATA

4. Ownership Interests

jl2 Architecture is an Limited Liability Company with majority ownership held by Johnnie Lohrum Jr, President.

5. Active business venues (counties, states, etc.):

jl2 Architecture's main office is located in Longwood, Florida and will be the location responsible for managing all Daytona Beach Shores contracts.

6. Present status and projected direction of business:

jl2 Architecture is a full service architectural and interior design firm in good solid financial and personnel standing. Our continued focus will be on municipal, community and public safety projects located in Central Florida with a strategic intense focus on the County of Volusia.

7. The overall qualifications of the business to provide the services requested.

jl2 Architecture is supported by multiple partners, design Architects, production staff, marketing staff & strong relationships with local engineering consultants. Mr. Lohrum and his team have more than 20 years of experience managing multiple public safety and Law Enforcement contracts with Florida clients such as:

Volusia County Governement (LAW ENFORCEMENT)
City of DeLand (LAW ENFORCEMENT)
City of Daytona Beach (EMERGENCY MANAGEMENT)
City of Groveland
City of Ocoee (LAW ENFORCEMENT)
Clay County Government (LAW ENFORCEMENT)
City of Kissimmee (LAW ENFORCEMENT)
City of North Port (LAW ENFORCEMENT)
City of Parrish
CITY of Ormond Beach (LAW ENFORCEMENT)
Sarasota County Government (LAW ENFORCEMENT)
Brevard County Government
Orange City (LAW ENFORCEMENT)
Seminole County Government (LAW ENFORCEMENT)
Pinellas Sun Coast
Citrus County Government (LAW ENFORCEMENT)
Osceola County Government (LAW ENFORCEMENT)
City of Port Orange
Volusia County Schools
St. Lucie County Government
Everglades City (LAW ENFORCEMENT)
University of Central Florida
University of Florida (LAW ENFORCEMENT)







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PROJECT TEAM 2

2 PROJECT TEAM

1. Prime Consultant: Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years experience, years experience with current firm, professional registration, project experiences, and other professional qualification.



jl2 Architecture--Architectural, Planning & Interior Design
Johnnie Lohrum Jr.--jlohrum@jl2architecture.com
Jeremy Cox--jcox@jl2architecture.com
Jacek Flejsierowicz--jflejsierowicz@jl2architecture.com
Renwick Daelo--rdaelo@jl2architecture.com
Eugene Damaso--rdamaso@jl2architecture.com
1678 Kingston Road, Longwood ,FL 32750
407.340.2879

2. Sub-consultants: Same as above including number of years experience working with the respondent and past relationships.

We have brought together a team of sub consultants that are experienced, qualified and available immediately.

Zev Cohen & Associates--Civil/Landscape/Env./Survey
15 Years Experience with Johnnie Lohrum
Randy Hudak--rhudak@zevcohen.com
Jake Stehr--jstehr@zevcohen.com
William Lites--Blites@zevcohen.com
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386.677.2482



BBM Structural Engineers, Inc.--Structural Engineer
20 Years Experience with Johnnie Lohrum
Bora Erbilen--berbilen@bbmstructural.com
2300 Maitland Cen. Parkway, Suite 201, Maitland, FL 32751
407.645.3423

Matern Engineering--MEP/Fire/Communications/Security
20 Years Experience with Johnnie Lohrum
Adrian Baus--abaus@matern.net
Brad Pascarella--bpascarella@matern.net
Robert Donahue--rdonahue@matern.net
Douglas Matern Jr.--dmatern@matern.net
130 Candace Drive, Maitland, FL 32751
321.740.5020

Geotechnical
*We will engage a local geotechnical engineer.

PROTECT & SERVE

2 PROJECT TEAM

3. Organizational Chart:





Johnnie D. Lohrum Jr., RA LEED® AP
President / Project Manager
(Day-to-Day Contact)

jl2Architecture

DESIGN

Jacek Flejsierowicz, AIA
Design Architect

jl2Architecture



Renwick Daelo, AIA
Project Architect / Production Support

jl2Architecture



Jeremy Cox, GC
Vice President
Construction Administration / Quality Control

jl2Architecture



Eugene Damaso, AIA
Project Architect / Production Support

jl2Architecture



SUBCONSULTANTS

ZEVCOHEN & ASSOCIATES INC

Civil, Environmental, Surveying, Landscape Architecture

BBM STRUCTURAL

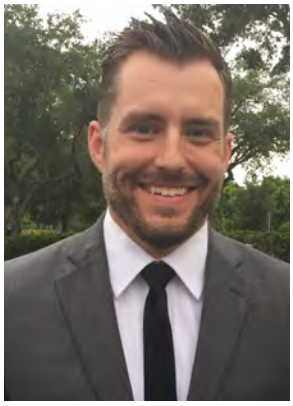
Structural Engineering

MATERN

Mechanical, Electrical, Plumbing, Security, Fire Protection, Communications

PROTECT & SERVE

2 PROJECT TEAM



Johnnie D. Lohrum Jr., RA LEED® AP
President / Project Manager

Johnnie, point of contact, has 23 years of experience in the State of Florida and is specifically qualified to manage the design team for your new Facility. He is a licensed architect and LEED accredited professional and will be responsible for managing all design team consultants and coordination of all construction documents. Johnnie has managed dozens of municipal, essential facilities including Fire Stations, EMS Stations, EOCs, Police Training & Police Administration Headquarters. He will utilize this experience along with his knowledge of working within Volusia County on multiple projects to guarantee that the City's vision and goals are met.

EDUCATION
Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003, University of Florida

CREDENTIALS
FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS
Florida Police Chief's Association
Florida Sheriff's Association
Florida Fire Chief's Association
Fl. Emergency Prepareness Assoc.

FIRM INFORMATION
1678 Kingston Road
Longwood, FL 32750
P:407.340.2879
jlohrum@jl2architecture.com

EXPERIENCE
23 Years

*project is individual experience of Mr. Lohrum

RELEVANT EXPERIENCE:

***Sheriff's District 4 Training Facility,** Charlotte County Sheriff - *Charlotte County, FL*
Project Manager, Completion Date: 2024 / 20,200SF / $7 million / meeting rooms / training classrooms / physical training / administration offices / k-9 training / kennels / lockers / fitness room / evidence storage / detectives suite / break room

Orange City EOC & Police Department, Orange City PD - *Orange City, FL*
Architect of Record, Completion Date: 2026 / 30,000SF / $25 million / 1-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Emergency Operations & Sheriff's Comms. Center, Volusia County - *Daytona, FL*
Project Manager, Completion Date: 2013 / 42,600SF / $10,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

***Brevard County EOC,** Brevard County Government - *Rockledge, FL*
Principal-In-Charge/Project Manager, Completion Date: est. 2023 / 50,000 SF / $28.5 million / contains secure lobby / locker rooms / bunk rooms / training rooms / multiple departments / commercial kitchen / 911 dispatch / operations room / media room / essential ICC 500 resisting 200mph winds / grant funded / 24-7 fully redundant systems for 7 days.

***Sheriff's Evidence Storage,** Volusia County Government - *Daytona, FL*
Project Manager, Completion Date: est. 2021 / 40,000 SF / $11.3 million / contains public spaces / offices / secure vehicular sally ports / bio hazard storage / storage warehouse with mobile storage system / secure drug storage / essential facility resisting 200mph winds / LEED Silver.

***University of Florida Public Safety Headquarters,** University of Florida - *Gainesville, FL*
Principal-In-Charge, Completion Date: 2022 / 48,713SF / $28.5 million / police headquarters / emergency management headquarters / 911 dispatch / community rooms / administration offices / interview rooms / physical fitness / locker rooms / evidence processing / defensive tactics / armory / media room / logistics

***Police Evidence Storage,** City of DeLand Police Department - *DeLand, FL*
Project Manager, Completion Date: 2022 / 5,500 SF / $1.9 million / public ballistic rated lobby / evidence intake / short term storage / long term storage / evidence processing lab / vehicle processing bay / bicycle storage / interior vehicle storage bays / on-site impound.

Indian River Sheriff Admin. Building, Indian River Sheriff's Office- *Indian River County, FL*
Architect of Record, Completion Date: Est. 2025 / 20,000SF / $22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

***Police Training Facility,** Cape Coral Police Department - *Cape Coral, FL*
Principal In Charge, Completion Date: 2023 / 30,000SF / $12 million / indoor 25 lane gun range / firearm simulators / defensive tactics / k9 training / locker rooms / armory / ammo storage / weapons cleaning

***Police Headquarters,** North Port Police Department - *City of North Port, FL*
Project Manager, Completion Date: 2026 / 120,000SF / $82 million / administration offices / patrol / EOC / evidence processing / interview rooms / community room / media room / quarter master / emergency management / locker rooms / forensics lab / armory / training / gun range/ real time crime center

PROTECT & SERVE

2 PROJECT TEAM

Jacek Flejsierowicz, AIA, SARP

Design Architect / Production Support
jflejsierowicz@jl2architecture.com



EDUCATION:
Master of Architecture, 1983, University of Poznan
Computer Applications, 1994, University of Toronto

CREDENTIALS:
LEED® Accredited Professional

AFFILIATIONS:
American Institute of Architects

EXPERIENCE:
38 Total Years
15 Years w/ Mr. Lohrum

Jacek has been the center of fantastic architectural design projects for nearly 40 years. He has a passion for technology and utilizes it to better his design skills in everything he does. His experience designing, detailing and producing municipal / community driven projects gives him an distinct advantage in understanding your needs. As Design Architect and Production support for your project, he will be critical in collaborating with you to create state of the architectural designs that are not only aesthetically pleasing but maintenance friendly and cost effective.

RELEVANT EXPERIENCE:

City of Key West Fire Station/EOC & Garage, City of Key West, FL
Completion Date: EST. 2027 $35 million / multi-story /300 total spaces / electric vehicle charging stations / elevator / code updates / pre-fab structure /connected to EOC.

Emerg. Op. & Sheriff's Comms. Center, Volusia County - Daytona, FL
Project Architect, Completion Date: 2013 / 42,600SF / $11,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

Emergency Operations Center, Columbia County - Lake City, FL
3D Visualization, Completion Date: Est. 2023 / 20,000SF / $14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

Orange City EOC & Police Dep., Orange City PD - Orange City, FL
Project Designer, Completion Date: 2026 / 30,000SF / $25 million / 1-story / needs assessment /community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Indian River Sheriff Admin. Building, Indian River- Indian River, FL
Project Designer, Completion Date: Est. 2025 / 20,000SF / $22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Fire Administration Headquarters, Daytona Beach Fire Department - City of Daytona Beach, FL
Project Architect, Completion Date: TBD / 31,000SF / $26 million / 2-story / community room / 5 drive thru bays / EOC / history museum / administration offices / training rooms / classrooms / crew quarters / day room / commercial kitchen / work shop / decontamination room.
*project is individual experience of Mr. Flejsierowicz

Renwick Daelo, AIA, NCARB, LEED, GGP

Project Architect / Production Support
rdaelo@jl2architecture.com



EDUCATION:
Bachelor of Design, 2021, University of Florida
Master of Architecture, 2003, University of Florida

CREDENTIALS:
FL Registered Architect AR94753
LEED® Accredited Professional

AFFILIATIONS:
Green Globes Professional
American Institute of Architects
Project Managment Institute

EXPERIENCE:
23 Total Years
20 Years w/ Mr. Lohrum

Ren has 23 years of experience in the State of Florida and is specifically qualified to detail your project. He is a licensed architect and LEED accredited professional. He will be responsible for coordination of all construction documents. Ren has managed several essential facilities such as high secured and classified facilities for the Federal Government. Such facilities were designed to meet anti-terrorism and force protection criteria, as well as spaces requiring high security requirements to allow for containment and protection of classified communication. He will utilize this experience to guarantee that your vision and goals are met.

RELEVANT EXPERIENCE:

City of Key West Fire Station/EOC & Garage, City of Key West, FL
Project Architect, Completion Date: EST. 2027 $35 million / multi-story /300 total spaces / electric vehicle charging stations / elevator / code updates / pre-fab structure /connected to EOC.

Emerg. Op. & Sheriff's Comms. Center, Volusia County - Daytona, FL
Project Architect, Completion Date: 2013 / 42,600SF / $11,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

Emergency Operations Center, Columbia County - Lake City, FL
3D Visualization, Completion Date: Est. 2023 / 20,000SF / $14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

Orange City EOC & Police Dep., Orange City PD - Orange City, FL
Project Architect, Completion Date: 2026 / 30,000SF / $25 million / 1-story / needs assessment /community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Indian River Sheriff Admin. Building, Indian River- Indian River, FL
Project Architect, Completion Date: Est. 2025 / 20,000SF / $22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Fire Administration Headquarters, Daytona Beach Fire Department - City of Daytona Beach, FL
Project Architect, Completion Date: TBD / 31,000SF / $26 million / 2-story / community room / 5 drive thru bays / EOC / history museum / administration offices / training rooms / classrooms / crew quarters / day room / commercial kitchen / work shop / decontamination room.
*project is individual experience of Mr. Daelo

PROTECT & SERVE

2 PROJECT TEAM

Eugene Damaso, AIA, ACHA, EDAC, GGP

Production Support
edamaso@jl2architecture.com



EDUCATION:
Bachelor of Design, 2002, University of Florida
Master of Architecture, 2004, University of Florida

CREDENTIALS:
FL Registered Architect AR94194
LEED® Accredited Professional

AFFILIATIONS:
American Institute of Architects
American College of Healthcare Architects
Evidence Based Design Accreditation

EXPERIENCE:
20 Total Years
5 Years w/ Mr. Lohrum

Eugene has 20 years of experience in the State of Florid and is specifically qualified to coordinate production efforts for your project. He is a licensed architect and a Green Globes Professional. He will manage the design team and consultants.Eugene has experience in the design and management of critical, high security and complex, critical building types including hospitals and high security facilities for the Federal Government. He will utilize his experience to coordinate the production documents.

RELEVANT EXPERIENCE:

Key West Fire Station/EOC & Garage, City of Key West- Key West, FL
Project Architect, Completion Date: EST. 2027 $35 million / multi-story /300 total spaces / electric vehicle charging stations / elevator / code updates / pre-fab structure /connected to EOC.

Emerg. Op. & Sheriff's Comms. Center, Volusia County - Daytona, FL
Project Architect, Completion Date: 2013 / 42,600SF / $11,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

Emergency Operations Center, Columbia County - Lake City, FL
3D Visualization, Completion Date: Est. 2023 / 20,000SF / $14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

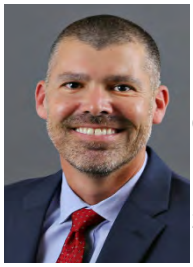
Orange City EOC & Police Dep., Orange City PD - Orange City, FL
Project Architect, Completion Date: 2026 / 30,000SF / $25 million / 1-story / needs assessment /community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Indian River Sheriff Admin. Building, Indian River- Indian River, FL
Project Architect, Completion Date: Est. 2025 / 20,000SF / $22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Fire Administration Headquarters, Daytona Beach Fire Department - City of Daytona Beach, FL
Project Architect, Completion Date: TBD / 31,000SF / $26 million / 2-story / community room / 5 drive thru bays / EOC / history museum / administration offices / training rooms / classrooms / crew quarters / day room / commercial kitchen / work shop / decontamination room.
*project is individual experience of Mr. Damaso

Jeremy Cox, GC

Vice President / Construction Administration
jcox@jl2architecture.com
352.409.8997



EDUCATION:
Master of Building Construction, University of Florida
Bachelor of Design, University of Florida

REGISTRATION:
Certified General Contractor CGC 1509647
LEED® Accredited Professional

EXPERIENCE:
27 Total Years
17 Years w/ Mr. Lohrum

With expertise in construction oversight, contract administration, and quality control, he bridges the gap between design intent and execution. His experience includes on-site coordination, ensuring compliance with **specifications, and proactive problem-solving to maintain schedules** and budgets. Specializing in municipal and public safety projects, Jeremy is well-versed in building codes, safety regulations, and best practices for essential facilities like fire stations and government buildings. His focus on clear communication and attention to detail guarantees high-quality, efficient project delivery.

RELEVANT EXPERIENCE:

Key West Fire Station/EOC & Garage, City of Key West- Key West, FL
Quality Control, Completion Date: EST. 2027 $35 million / multi-story /300 total spaces / electric vehicle charging stations / elevator / code updates / pre-fab structure /connected to EOC.

Emerg. Op. & Sheriff's Comms. Center, Volusia County - Daytona, FL
Construction Administrator, Completion Date: 2013 / 42,600SF / $11,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

*Emergency Operations Center, Columbia County - Lake City, FL
3D Visualization, Completion Date: Est. 2023 / 20,000SF / $14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

*Brevard County EOC, Brevard County Government - Rockledge, FL
Construction Administration, Completion Date: est. 2023 / 50,000 SF / $28.5 million / contains secure lobby / locker rooms / bunk rooms / training rooms / multiple departments / commercial kitchen / 911 dispatch / operations room / media room / essential ICC 500 resisting 200mph winds / grant funded / 24-7 fully redundant systems for 7 days.

***UF Public Safety Headquarters**, University of Florida - Gainesville, FL
Construction Administration, Completion Date: 2022 / 48,713SF / $28.5 million / police headquarters / emergency management headquarters / 911 dispatch / community rooms / administration offices / interview rooms / physical fitness / locker rooms / evidence processing / defensive tactics / armory / media room / logistics / quarter master.

Orange City EOC & Police Dep., Orange City PD - Orange City, FL
Construction Administration, Completion Date: 2026 / 30,000SF / $25 million / 1-story / needs assessment /community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port
*project is individual experience of Mr. Cox

PROTECT & SERVE

2 PROJECT TEAM

Bora Erbilen, PE, SE, ASCE

Structural Engineer
berbilen@bbmstructural.com
407.645.3423



EDUCATION:
Bachelor of Science, 1989, FIT
Master of Business Administration, 1991, FIT

CREDENTIALS:
FL Professional Engineer FL55996
NCEES #30264

AFFILIATIONS:
AISC, ASCE
FSEA, NCSEA, ACI

EXPERIENCE:
34 Total Years
30 Years w/ BBM
20 Years w/ Mr. Lohrum

Bora has over 33 years of experience as a consulting structural engineer with a strong background in design and modeling of structural elements by computer analysis, allowing many different combinations to be investigated until the optimal solution is attained. He is well-versed in all types of building systems and is well respected in the design community for **his efficient designs and exceptional project management capabilities.**

RELEVANT EXPERIENCE:

Police / Sheriff Department Facilities
City of Orlando - 103,300 sf facility / $40M.
City of Ocala – 10,000 sf / $3.5M.
City of Boynton Beach – 2-story, 55,409 sf / $15.5M.
City of DeLand – 15,7800 sf FS #81 & 2,500 sf Police Evidence Facility
City of North Port – 3-story, 97,600 sf / $25M.
City of Port Orange – 23,000 sf / $15M.
Charlotte County – Sheriff's District 4 Office / Training Facility / $7.4M.
Charlotte County – 2-story, 40,000 sf Sheriff's Support HQ / $30M.
Collier County – EMS Station #74 (includes Office for Sheriff) / $3.5M.
Osceola County – 1-story, 16,400 sf SO Training Classroom Fac./ $3.9M.
Polk County – Sheriff's Book-In Facility; 33,400 sf / $7M.
Volusia County – Sheriff's Evidence Storage Facility; 40,000 sf / $11.7M.
Sumter County – (2) Public Safety Buildings; 80,000 sf total / $29M.

Emergency Operations / Public Safety Complex Facilities
Hardee County EOC – 14,081 sf / $7M.
Highlands County EOC – 4,900 sf building addition / $1.5M.
State of FL DMS – Planning & redesign for new State EOC / $101M.
Brevard County EOC – 40,000 sf facility; addition / $16M total.
Columbia County EOC – 14,384 sf / $3M.
Polk County PSC / EOC – 11,500 sf EOC; 100,000 sf SO. Ctr. / $32.8M.
St. Lucie County EOC – 27,000 sf / $9M.
Citrus County EOC – 40,500 sf / $12M.
Sumter County PS Buildings – 80,000 sf total / $29M total.
PS Warehouse, Winter Haven, FL – 8,321 sf / $700k.
PS Administration Building, Winter Haven, FL – 25,335 sf / $3M.
City of Sanford PSC – 80,000 sf with Police & Fire / $15.8M.
Pt. St. Lucie – PSC Training Facility; 41,620 sf Police Training / $16.6M.
City of Winter Park PSC – 79,000 sf with Police & Fire / $8M.
Volusia County EOC – 45,000 sf / $8.7M & Dormitory Expansion / $7M.
North Port EOC – 15,000 sf / $15M.
Osceola EOC – 45,000 sf JCC-EOC w/ 3,400 sf Sheriff Area / $18M.
City of Everglades PSC – 13,000 sf w/ Fire Station, EOC & Sheriff Area / $15M.

Randy Hudak, P.E., Vice President

Civil Engineering Project Manager
300 Interchange Blvd. Ste. C Ormond Beach, FL 32174
rhudak@zevcohen.com (386) 677-2482



EDUCATION:
Bachelor of Science - Civil Engineering, 2001,
University of Central Florida

CREDENTIALS:
FL Professional Engineer #65053

AFFILIATIONS:
American Society of Civil Engineers

EXPERIENCE:
24 Total Years
24 Years w/ ZCA
10 Years working w/ Mr. Lohrum

As Vice President of Zev Cohen & Associates, Inc. (ZCA), Randy possesses the energy and drive that enables him to be an exceptional Project Manager. His ability to coordinate and expedite a multitude of tasks results in the delivery of projects that are on time and within budget. Randy has enjoyed the opportunity to manage a wide variety of public and private sector projects that have enabled him to cultivate a strong customer service oriented approach to his project management. This approach, coupled with his strong technical foundation, provides each client with a unique and tailored approach to their specific project goals.

RELEVANT EXPERIENCE:

Daytona Beach Shores City Center, City of Daytona Beach Shores - *Daytona Beach Shores, FL*
Project Manager, Completion Date: 2018 / 16,000 SF / $7.8 million / master planning/ mixed-use cultural center/ public/private partnership/ parking structure/ phased plan/ designed development code guidelines.

DeLand Fire Station #81 and Police Evidence Facility, City of DeLand - *DeLand, FL*
Project Manager, Completion Date: 2022 / 16,000SF / $5.5 million / permitting through SJRWMD, FDEP, and DOH /environmental services/ civil site design/ landscape architecture..

Utility Administration Building, City of DeLand - *DeLand, FL*
Project Manager, Completion Date: 2024 / 24,000 SF / $11.3 million/ office space for utility and engineering departments/ two-story/ parking/ serves as EOC during hurricanes or other events/ kitchen/ laundry room/ weight room, community room/ stormwater exfiltration system/ preservation of existing trees/ landscape architecture.

Public Works Field Operation Facility, City of Port Orange - *Port Orange, FL*
Project Manager, Completion Date: 2025 / 28,000 SF / $22 million / administration building/ warehouse/ parking for employees and visitors/ covered parking for large equipment/ granular storage/ vehicle wash-down area/ street sweeper collection area.

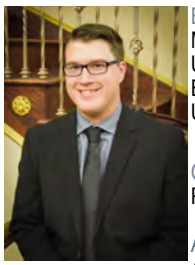
Brannon Center, City of New Smyrna Beach - *New Smyrna Beach, FL*
Project Manager, Completion Date: 2016 / 13,800 SF / $5.7 million / transformation of under-utilized waterfront park/ multi-use community and event center/ downtown parking/ stormwater management design to resist tidal flooding/ treatment of runoff/ utility design/ supported neighborhood visioning meetings/ permitting/ construction administration services.

PROTECT & SERVE

2 PROJECT TEAM

Jake Stehr, PLA

Professional Landscape Architect/Zev Cohen & Associates, INc.
300 Interchange Blvd. Ste. C Ormond Beach, FL 32174
jstehr@zevcohen.com 386.677.2482



EDUCATION:
Master of Landscape Architecture, 2015, Auburn University
Bachelor of History, 2009, Oklahoma Baptist University

CREDENTIALS:
FL, Professional Landsxape Architect #LA6667462

AFFILIATIONS:
American Society of Landscape Architects
American Planning Association
Ormond Beach Board of Appeals and Adjustments Member

EXPERIENCE:
9 Total Years
9 Years w/current firm
9 Years w/ Mr. Lohrum

Trained as a Landscape Architect with a professional background in **history and planning, Jake brings unique perspective and pragmatic** solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically-integrated urban landscapes. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

RELEVANT EXPERIENCE:

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Police Department Shooting Range, City of Port Orange - *Port Orange, FL*
Landscape Architect, Completion Date: 2020 / $2 million / pistol range / 360-degree SWAT range / long rifle range / teaching facility / overcame sensitive environmental impacts through creative stormwater design / full site design/ permitting.

Medical Examiner's Facility, Volusia County Government - *Daytona Beach, FL*
Landscape Architect, Completion Date: 2023 / 20,000 SF / $16 million / building with carport/ emergency generator/ parking/ stormwater and utility infrastructure/ adjacent to the EOC on the County "campus"/ landscape architecture/ environmental services.

Sheriff's Evidence Storage, Volusia County Government - *Daytona,Beach, FL*
Landscape Architect, Completion Date: est. 2021 / 40,000 SF / $11.3 million/ landscape architecture/ civil site design/ wetland delineations / agency inspections / site design to minimize wetland/buffer impacts / gopher tortoise surveys / environmental permitting to obtain a Wetland Alteration Permit (WAP) / identification of protected trees.

Deland Fire Station #81 and Police Evidence Facility, City of DeLand - *DeLand, FL*
Landscape Architect, Completion Date: 2022 / 16,000 SF / $5.5 million / permitting through SJRWMD, FDEP, and DOH /environmental services/ civil site design/ landscape architecture.

Daytona Beach International Airport Aircraft Rescue & Firefighter Building (AARF), Volusia County Government - *Daytona Beach, FL*
Landscape Designer, Completion Date: 2018 / 12,750 SF / $6.5 million / intense site selection and evaluation period/ parking areas/ water/fire service/ lift station/force main design/ stormwater management system/ access control/fencing/ landscaping and irrigation.

William D. Lites

Director of Environmental Science / Zev Cohen & Associates, Inc.
300 Interchange Blvd. Ste. C Ormond Beach, FL 32174
blites@zevcohen.com 386.677.2482



EDUCATION:
Bachelor of Biology, 1987, University of Florida

CREDENTIALS:
Authorized Gopher Tortoise Agent #12-00018-H

AFFILIATIONS:
US Green Building Council
US Army Corps of Engineers Certified Wetland Delineator

EXPERIENCE:
34 Total Years
34 Years w/current firm
15 Years w/ Mr. Lohrum

Bill brings over 34 years of experience in ecological consulting and planning to Zev Cohen & Associates, Inc. (ZCA). As a Senior Ecologist and project manager, Bill has a wide range of experience in environmental planning and design as well as listed species surveys, habitat management planning, habitat survey protocol design, survey, monitoring and reporting, wetland delineations, functional assessments, permitting, mitigation design, implementation and management, wetland and upland restoration and enhancement and ecological planning and design.

RELEVANT EXPERIENCE:

Emergency Operations Center, Brevard County - *Rockledge, FL*
Sr. Environmental Scientist, Completion Date: 2024/ 49,730SF / $35 million/ environmental permitting /wetland delineation / wetland quality evaluations/ performed agency inspections with USACE and SJRWMD/ mitigation bank coordination.

Sheriff's Evidence Storage, Volusia County Government - *Daytona Beach, FL*
Sr. Envionmental Scientist, Completion Date: 2021 / 40,000 SF / $11.3 million/ wetland delineations / agency inspections / site design to minimize wetland/buffer impacts / gopher tortoise surveys / environmental permitting to obtain a Wetland Alteration Permit (WAP) / identification of protected trees.

Daytona Beach International Airport Master Stormwater Plan, Volusia County Government - *Daytona Beach, FL*
Sr. Environmental Scientist, Completion Date: 2018 / $80 million / investigated past permitting and design/ analyzed previous surveys, flood plain maps, aerial photography, and permits/ facilitated permitting through USACE, SJRWMD, and Volusia County.

Smyrna Dunes Park Trail, Volusia County Government- New Smyrna Beach,
Sr. Environmental Scientist Completion Date: 2018/ 2 miles / $5.4 million / gopher tortoise surveys/ federally listed Atlantic Salt March Snake surveys/ onsite gopher tortoise relocation permitting and oversight.

DeLand Fire Station #81 and Police Evidence Facility, City of DeLand - *DeLand, FL*
Sr. Environmental Scientist, Completion Date: 2022 / 16,000SF / $5.5 million / permitting through SJRWMD, FDEP, and DOH / environmental services/ civil site design/ landscape architecture.

Ponce Inlet Berm Restoration, Volusia County Gov. - *Ponce Inlet, FL*
Sr. Environmental Scientist, Completion Date: Est, 2025 / $12 million / oversight of 900 cubic yards of beach sand replenishment/ providing daily Imperiled Beach Nesting Birds (IBNB) shorebird monitoring for the duration of the project.

PROTECT & SERVE

2 PROJECT TEAM

Brad Pascarella, PE, LEED AP

Director of Commercial / Sr. Electrical Engineer
bpascarella@matern.net



EDUCATION:
Bachelor of Science, Electrical Engineering, University of Central Florida

CREDENTIALS:
Professional Engineer, FL #74529
LEED Accredited Professional

AFFILIATIONS:
AIA Orlando
COAA Central Florida Chapter
U.S. Green Building Council

EXPERIENCE:
22 Total Years
8 Years at Matern

Currently serving as the Director of Commercial at Matern, Brad oversees the municipal, healthcare, higher education and other commercial related projects. He is accountable for all project coordination between clients, internal staff and other disciplines from concept design through construction for the projects within his department. Over the years, Brad's experience has spread across various market sectors including public safety facilities, which house emergency operations centers, police & fire stations, and city/county municipal offices.

RELEVANT EXPERIENCE:

Emergency Operations Center Expansion, Volusia County - Daytona Beach, FL
Electrical EOR, Completion Date: Est. 2026 / 5,250 SF / $3.9 million / expansion / emergency operation center / two large training classrooms (bunk rooms) / locker rooms / storage room / generator / essential facility

Groveland Public Safety Complex, City of Groveland - *Groveland, FL*
Electrical EOR, Completion Date: 2021 / 34,550 SF / $10 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port, holding cells & interview rooms / police admin & detective offices / sleeping quarters / decontamination room / fitness room / training room / dayroom with kitchen /Community Development & Building Department offices

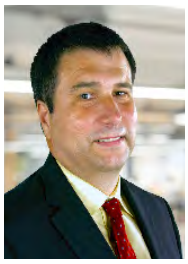
Tavares Public Safety Complex, City of Tavares - *Tavares, FL*
Electrical EOR, Completion Date: 2018 / 38,530 SF / $14 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port / sleeping quarters / patrol room / detective unit / interrogation rooms / criminal investigation lab / indoor shooting range / armory / evidence & records storage / administration offices / training room / fitness room / dayroom with kitchen / essential facility

Sheriff's Training Facility, Osceola County - *Kissimmee, FL*
Electrical EOR, Completion Date: 2022 / 16,380 SF / $6.3 million / one-story / defensive tactical training areas / virtual firearms training & simulation / driving simulator / training classrooms / office space / conference rooms / locker rooms / breakroom / Law Enforcement experience

Ocean Center Parking Garage Upgrades, Volusia County - *Daytona Beach, FL*
Electrical EOR, Completion Date: Est. 2026 / six-story / upgrades due to deterioration from salt latent environment / electrical upgrades / replace fire protection piping and sprinkler heads / storm system upgrades / exhaust fans replacements / LED lighting upgrades

Adrian Baus, PE, LEED AP, RCDD

Sr. Vice President / Director of Engineering / Sr. Mechanical Engineer
abaus@matern.net



EDUCATION:
Bachelor of Science, Electrical Engineering, University of Central Florida

CREDENTIALS:
Professional Engineer, FL #52580
LEED Accredited Professional
Registered Communications Distribution Designer

AFFILIATIONS:
ASHRAE Central Florida
American Society of Plumbing Engineers (ASPE)

EXPERIENCE:
32 Total Years
32 Years at Matern

Adrian, a triple-registered Professional Engineer in electrical, mechanical and fire protection disciplines, currently serves as a Senior Vice President and Director of Engineering at Matern. As the technical expert for the office, his extensive knowledge and exceptional understanding of all aspects of engineering have also led him to head our firm's Quality Control Program. He brings over three decades of experience working with city and county municipalities throughout Florida to design emergency operation centers and public safety facilities, as well as over 15 years partnering with both Volusia County and Volusia County Schools.

RELEVANT EXPERIENCE:

Emergency Operations & Sheriff's Communications Center, Volusia County - *Daytona Beach, FL*
Quality Control, Completion Date: 2013 / 42,600 SF / $10.7 million / emergency operation center / 911 dispatch / kitchen / bunk rooms / classrooms / training rooms / media broadcast room / admin offices / Green Globes / LEED Silver

Tavares Public Safety Complex, City of Tavares - *Tavares, FL*
Quality Control, Completion Date: 2018 / 38,530 SF / $14 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port / sleeping quarters / patrol room / detective unit / interrogation rooms / criminal investigation lab / indoor shooting range / armory / evidence & records storage / administration offices / training room / fitness room / dayroom with kitchen / essential facility

Deland Municipal Complex, City of Deland - *Deland, FL*
Completion Date: 2007 / 59,800 SF / $10.2 million / three-story / city hall / 130-seat commission chambers / 8 conference & meeting rooms / customer service center / utilities & permitting departments / fire station / police evidence building / civic plaza with Veteran's memorial

Ocean Center Parking Garage Upgrades, Volusia County - *Daytona Beach, FL*
Electrical EOR, Completion Date: Est. 2026 / six-story / upgrades due to deterioration from salt latent environment / electrical upgrades / replace fire protection piping and sprinkler heads / storm system upgrades / exhaust fans replacements / LED lighting upgrades

Port Orange Police Department, City of Port Orange - *Port Orange, FL*
Low Voltage Systems Designer, Completion Date: 2010 / 54,000 SF / $11 million / two-story / vehicle storage building / training room / holding cells / traffic division / bunk rooms / classrooms / sally port / fitness room / locker rooms / essential facility

PROTECT & SERVE

2 PROJECT TEAM

Robert Donahue
Sr. Plumbing & Fire Protection Designer
rdonahue@matern.net



EDUCATION:
American Fire Protection Sprinkler Association Planning School

AFFILIATIONS:
ASHRAE Central Florida
American Society of Plumbing Engineers (ASPE)

EXPERIENCE:
25 Total Years
25 Years at Matern

MATERN

Robert is a Senior Project Manager with 25 years of experience designing plumbing and fire protection systems. He currently serves as the Director of Plumbing & Fire Protection Division at Matern leading a team of engineers and designers who provide the plumbing and fire protection design for majority of the firm's projects. He has over 20 years of experience designing these systems for a variety of municipal projects including emergency operation centers, fire & police stations, correctional facilities, government office buildings and public safety facilities, which are similar to this project.

RELEVANT EXPERIENCE:

Emergency Operations & Sheriff's Communications Center, Volusia County - *Daytona Beach, FL*
Plumbing & Fire Protection Designer, Completion Date: 2013 / 42,600 SF / $10.7 million / emergency operation center / 911 dispatch / kitchen / bunk rooms / classrooms / training rooms / media broadcast room / admin offices / Green Globes / LEED Silver / essential facility

Tavares Public Safety Complex, City of Tavares - *Tavares, FL*
Plumbing & Fire Protection Designer, Completion Date: 2018 / 38,530 SF / $14 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port / sleeping quarters / patrol room / interrogation rooms / investigation lab / indoor shooting range / armory / evidence & records storage / administration offices / training room / fitness room / dayroom with kitchen / essential facility

Groveland Public Safety Complex, City of Groveland - *Groveland, FL*
Plumbing & Fire Protection Designer, Completion Date: 2021 / 34,550 SF / $10 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port, holding cells & interview rooms / police admin & detective offices / sleeping quarters / decontamination room / fitness room / training room / dayroom with kitchen / Community Development & Building Department offices

Emergency Operations Center Expansion, Volusia County - *Daytona Beach, FL*
Plumbing & Fire Protection Designer, Completion Date: Est. 2026 / 5,250 SF / $3.9 million / expansion / emergency operation center / two large training classrooms (bunk rooms) / locker rooms / storage room / generator / essential facility

Sheriff's Training Facility, Osceola County - *Kissimmee, FL*
Plumbing & Fire Protection Designer, Completion Date: 2022 / 16,380 SF / $6.3 million / one-story / defensive tactical training areas / virtual firearms training & simulation / driving simulator / training classrooms / office space / conference rooms / locker rooms / breakroom / Law Enforcement experience

Police Training Facility, City of Cape Coral - *Cape Coral, FL*
Plumbing & Fire Protection Designer, Completion Date: 2024 / 36,800 SF / $12 million / one-story / firing range / training rooms / admin offices / locker rooms

Douglas A. Matern
Sr. Technology & Low Voltage Systems Designer
damatern@matern.net



EDUCATION:
Certified Technical Specialist AV Distribution, Control & Conferencing Products, ClearOne University

Various Industry Related Training Seminars

CREDENTIALS:
FCC Amateur License, KN4TKF

EXPERIENCE:
19 Total Years
19 Years at Matern

MATERN

Douglas has over 19 years of experience and is currently serving as the Director of Low Voltage Division at Matern. As a lover of "all things technology", he finds providing solutions that solve challenges and making a client's life easier are the most satisfying parts of his job. Throughout his career, he has prepared complex low voltage systems designs, such as access control, pro audio sound, fire and intrusion alarm, telephone, CCTV, intercom, DAS and master time. In 2019, he obtained his Amateur License with the Federal Communications Commission. Doug has led systems design teams for large-scale projects such as Orange County Convention Center's Sound System Upgrade (one of the largest in the country), as well as many emergency operations centers.

RELEVANT EXPERIENCE:

Emergency Operations & Sheriff's Communications Center, Volusia County - *Daytona Beach, FL*
Low Voltage Systems Designer, Completion Date: 2013 / 42,600 SF / $10.7 million / emergency operation center / 911 dispatch / kitchen / bunk rooms / classrooms / training rooms / media broadcast room / admin offices / Green Globes / LEED Silver

Emergency Operations Center Expansion, Volusia County - *Daytona Beach, FL*
Low Voltage Systems Designer, Completion Date: Est. 2026 / 5,250 SF / $3.9 million / expansion / emergency operation center / two large training classrooms (bunk rooms) / locker rooms / storage room / generator

Groveland Public Safety Complex, City of Groveland - *Groveland, FL*
Low Voltage Systems Designer, Completion Date: 2021 / 34,550 SF / $10 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port, holding cells & interview rooms / police admin & detective offices / sleeping quarters / decontamination room / fitness room / training room / dayroom with kitchen / Community Development & Building Department offices

Tavares Public Safety Complex, City of Tavares - *Tavares, FL*
Low Voltage Systems Designer, Completion Date: 2018 / 38,530 SF / $14 million / two-story / City EOC / fire station / four large apparatus bays / police station with sally port / sleeping quarters / patrol room / detective unit / interrogation rooms / criminal investigation lab / indoor shooting range / armory / evidence & records storage / administration offices / training room / fitness room / dayroom with kitchen / essential facility

Port Orange Police Department, City of Port Orange - *Port Orange, FL*
Low Voltage Systems Designer, Completion Date: 2010 / 54,000 SF / $11 million / two-story / vehicle storage building / training room / holding cells / traffic division / bunk rooms / classrooms / sally port / fitness room / locker rooms / essential facility

Sheriff's Training Facility, Osceola County - *Kissimmee, FL*
Low Voltage Systems Designer, Completion Date: 2022 / 16,380 SF / $6.3 million / one-story / defensive tactical training areas / virtual firearms training & simulation / driving simulator / training classrooms / office space / conference rooms / locker rooms / breakroom / Law Enforcement experience

PROTECT & SERVE

FINANCIAL STABILITY 3



3 FINANCIAL STABILITY

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

jl2 Architecture (Prime Consultant)

JL2 Architecture certifies that the firm is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City of Daytona Beach Shores.

jl2 Architecture has no past or current litigation.

BBM Structural Engineers (Structural)

BBM Structural Engineers certifies that we are a financially stable firm and have the necessary resources, human and financial, to provide the services at the level required by the City of Daytona Beach Shores, FL.

BBM has never failed to complete a project within the set design and construction timeframes, nor has any officer of the firm ever failed to complete a contract handled in his name.

Orlando Health Lake Mary: BBM designed and detailed a 6-story cast-in-place concrete hospital with adjacent 3-story Central Energy Plant, and adjacent Free Standing Emergency Department (FSED) vertical expansion from an existing 2-story building to new 5-story building. During construction of the 2nd floor West side in the flat-slab area it was discovered that top layer of reinforcing bars were left out and partial demolition of this area was performed to install the missing top layer of reinforcing bars. Later on, on the East side of the project on 2nd and 3rd floors we discovered a structural software malfunction error that resulted in some of the concrete beams not having adequate strength. The floors were already constructed, and therefore we asked the areas to be shored so that remediation to these beams can be made. These remediations are completed. Mediation took place in May, 2025 and litigation is ongoing.

Matern Engineering (MEP/F/Security/Coms)

Douglas P. Matern founded Matern Professional Engineering in 1984 and maintained sole ownership until 2013. Since then three senior managers have become shareholders. Our Executive Committee consists of Doug Matern (Founder & CEO), Ryan Strandquest (President) and Adrian Baus (Sr. Vice President). Together they oversee the financial health of the firm. A 10-member Management Committee supports them by maintaining client satisfaction and assisting with project oversight during design through construction. They also assist in workload projections, labor allocation, streamlining processes, and mentoring younger staff. Many of the members of both committees have been with Matern for 10-25 years. With a strong & consistent management team; dedicated and experienced staff; and effective in-house quality control, Matern offers financial stability for years to come.

Matern Professional Engineering has not had any lawsuits in which their team (firm & sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years.

Zev Cohen & Associates (Civil/Landscape/Env./Survey)

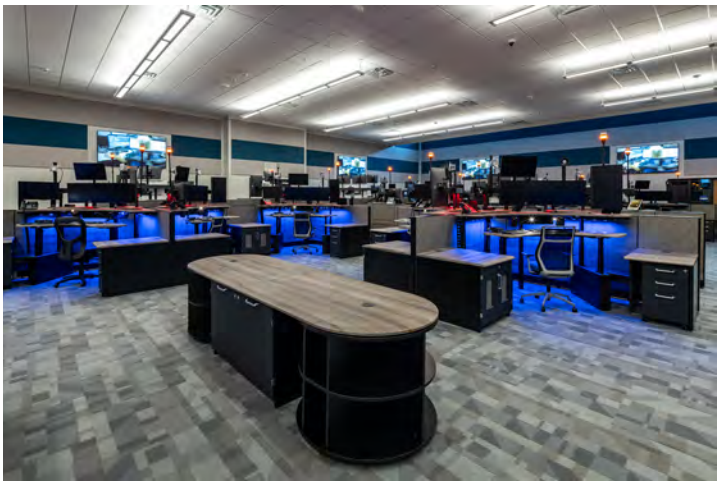
Zev Cohen & Associates, Inc., a Florida Corporation, is financially stable and has the financial capability and the human resources to provide professional services to the City of Daytona Beach Shores.

ZCA has provided professional design and consulting services in Florida for over 48 years with over 10,000 projects worked on. With this level of work and the litigious nature of our engineering profession, we are occasionally subjected to legal challenges. Even in this environment, ZCA has never had a legal judgement rendered against us. Additionally, ZCA has never failed to complete a contract whether on behalf of the firm or its principals.

A recent claim was filed against us by a homeowner's association that is in the initial assessment stages. The claim is against and includes the Contractor and Developer and we were included as the EOR. The issue revolves around construction quality and maintenance of the project. No determination of fault has been made, and the parties are currently working through remediation discussions; however, our insurance provider has been notified and will cover the claim if we are found responsible.

Another recent claim was filed against us by a property owner adjacent to a project for which we provided civil design services. The claim is against the Developer, Contractor, and Geotechnical Engineer and we were included as the civil EOR. The issue revolves around a geotechnical groundwater condition issue for the project and the possible effects on the adjacent property. No determination of fault has been made, and the parties are currently working through remediation discussions; however, our insurance provider has been notified and will cover the claim if we are found responsible.

jl2 Architecture nor any of it's listed sub-consultants have failed to **complete any contracted work in the last five years.**



PROTECT & SERVE



PROJECT APPROACH 4

4 PROJECT APPROACH

jl2 Architecture was founded as a return to taking care of clients with a personal, dedicated approach that we are committed to with each and every project. To ensure that your vision is realized, our design team begins each project with a Synergetic Design Process that incorporates input from all project stakeholders. "We do our homework before showing up on site," prior to the start of the project. This includes reviewing existing documentation and requesting additional information that may be critical to the project. Questionnaires are created and distributed in a logical order (each questionnaire will target the level of information desired). An overview of long-term issues, goals from upper-level staff, and other agency requirements

Tours of similar facilities have proven to be beneficial. Much can be learned regarding the needs and desires of a staff while touring recently completed facilities and dialoguing with peers. While we realize there are a number of issues in common for law enforcement facilities across North America, it also recognizes that each agency and its facility needs are unique and that the most appropriate solution for one agency is often very different for the next. Each agency has very specific requirements and constraints that relate directly to its operational structure and objectives.

Explain internal process, which includes their proposed team, for maintenance of calendar schedule, cost controls and quality control.

SCHEDULE / MANAGEMENT

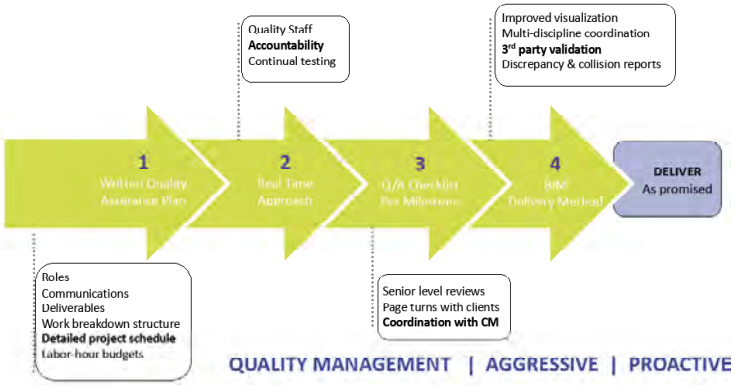
Our team takes your schedule very seriously and has an excellent track record for maintaining even fast-tracked schedules with changes typically only coming at the request of our clients. Our project manager, Johnnie Lohrum Jr., will be your primary point-of-contact from your project's inception through construction. Mr. Lohrum has two decades of experience working with municipal clients and has been the Principal-In-Charge on projects throughout the state of Florida as well as local Law Enforcement projects. He has also worked in the surrounding communities on multiple public safety projects over the past several years and will bring this knowledge of your local standards and expectations to your new project. At the onset of the project Mr. Lohrum will issue two types of schedules. The first schedule is developed in concert with all parties that will be involved in the project and is a simple gantt chart denoting all major milestone elements from design thru construction. Our team prefers to have owner/design workshops every two weeks for the duration of the project. This give us enough time to bring updates to the table that are productive and we have found that this is enough time for you to digest and make decisions. The second schedule is a detailed schedule that lists every single meeting we will have for the entirety of the project, including every task we want to accomplish during each of those meetings. Mr. Lohrum will issue a project agenda 1 week in advance of each of those meetings which allows the City to alert the appropriate people that need to attend. Meeting minutes are issued within 3 days of that meeting to document everything including a spreadsheet with a task lists of all items that need to be completed. This schedule is a "living" document that is constantly updated based status and scope of the project.

To help avoid a lag in reviews of each milestone submittal, we recommend a "page turn" of every single document being submitted, as a group, which allows one concerted and efficient effort for owner quality control of the project. We have found that this process has helped us and our clients maintain projects of all size and types of projects.

Our team is always committed to providing projects on time and under budget and have the capabilities to perform at an expedited schedule. A project of this size and nature typically carries a design schedule between 8 & 10 months. One advantage that our team offers is that we have already developed the conceptual package and have an unparalleled understanding of your site allowing us to offer an expedited design schedule of 6-7 months.

COST CONTROL

Cost control and keeping your project under budget is an important aspect of providing quality control for your project. Controlling your costs will be about understanding the complete scope and all design components being implemented. During design, getting consensus on all materials and building systems as early as possible will help keep the project on budget. Our team tracks detailed costing numbers for past projects and current projects which will give the City an insight into past and current market trends. Our systems engineers, Matern Engineering will look at the life cycle costs for systems can help make sure the City has all options available when making important project decisions. Our cost estimator, KMI in concert with the Construction Manager, will also perform an estimate at every milestone. This is an open book process to be discuss and reviewed with the City's selected Construction Manager to help maintain the budget. KMI is an **international Construction Manager with their finger on the pulse** of 100's of currently bidding projects around the state. Therefore their estimates are incredibly accurate and can be relied on.



QUALITY CONTROL

We look at quality control through a lens of "assurance" to the City that the documents and product we deliver will be reliable and exceed your expectations. To do this we have developed a very detailed check list document for every project design phase. This checklist helps us to:

-keep the project in budget
-cost effective detailing
-clear and precise specifications
-consistent internal design team coordination meetings
-early courtesy code reviews with AHJ
-appropriate testing requirements within documents
-utilize our long-standing knowledge of City standards
-establish clear & early permitting schedule

Our process is centered around a 4 step proces:

1. Written Quality Assurance Plan
   -Roles
   -Communications

PROTECT & SERVE

-Work Breakdown
-Deliverables
-Detailed Project Schedule
-Labor-hour budgets

2. Real Time Approach
-Quality Staff
-Accountability
-Continual Testing

3. Q/A Checklist Per Milestone
-Senior Level Reviews
-Page Turns w/ Clients
-Coordination w/ Contractor

4. BIM Delivery Methos
-Improved Visualization
-Multi-Disciplinie Coordination
-3rd Party Validation
-Discrepancy & Collision Reports

The bottom line is, nothing will be issued to the City until it has **been verified and checked multiple times on our end first.**

2. Explain your team's methodology for a needs assessment.
3. Explain your team's project approach for the design and construction of public buildings.

LAW ENFORCEMENT PLANNING

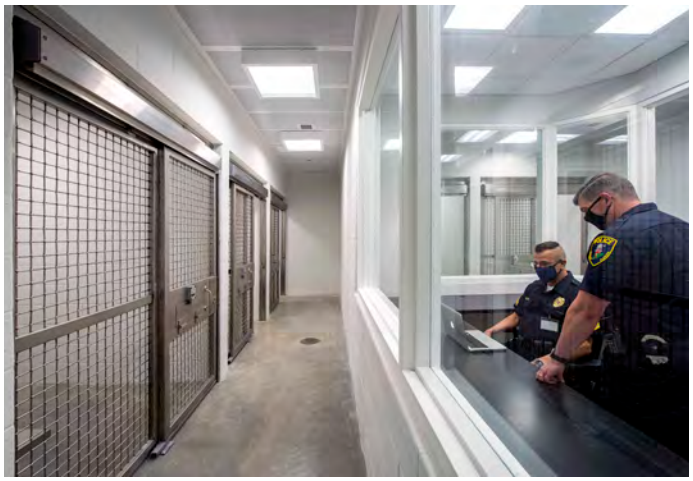
We use successful processes to develop proof-of-concept and final design solutions for law enforcement planning and practice. Below is a list of the main items we will consider when planning your new facility:

-Program operational understanding
-Planning for the future
-Detailed work plans and project schedules; forecast projects with long lead times and aging of safety and technology
-Basic system design requirements
-Appropriate citizenship/aesthetics – assessing the
-Adequacy of existing facility identity
-Phased refurbishment/new facility to maintain a safe and efficient work environment
-MEPSS planned for the future – capacity, redundancy, flexibility (24/7 rooms and non-24/7 rooms, separation of potentially hazardous rooms such as evidence or laboratories)
-Suitable, durable surface, especially suitable for 24/7 use.
-Efficient use of space - modules for use with existing structural grids; or efficient planning modules for new uses
-Emergency/generator power and UPS; continuous communication/connectivity
-Include sustainability – assess goals early
-Safe and welcoming location and architecture; includes discrete safety components
-Active functional safety
-Effectiveness of communication towers
-Contains natural light

IMPORTANCE OF TRAINING

Today's public safety personnel are well-trained professionals. The consistent emphasis on preparation for emergency response and building skill sets to be prepared for a diverse variety of safety, rescue, hazmat and other skills is vitally important to coming home safe. Our team always recommends a design that integrates "built-in" training features that can best be achieved through experience with real life scenarios by engaging highly with folks who will use the facility to understand and provide for their diverse training needs.

Our team will work to understand your specific emergency response apparatus, along with on-going maintenance needs. We will seek to creatively address each technical design challenge that will make your new building easy to use and durable for the long term. We take pride in using our creativity to respond to the correct Measures of Success for your project and will do these things in the context of understanding that prudent use of budget dollars is always a central concern.



FACILITY SECURITY

An act of terrorism directed toward a Public Safety Facility can be multi-faceted, including chemical, biological or dynamic, such as the use of explosions or the use of traditionally benign "carriers" in unique applications (airplanes, vehicles, etc.). One major criterion for the creation of a facility security system is to think in terms of an integrated system that creates an envelope or perimeter that is supported by layers of systems. Singular systems can be overcome much easier than those systems which are multi-faceted and interconnected. It is critical to maintain a zone of "controlled approach" relative to vehicles or transported elements that can pose a threat. Video monitoring of the site at its perimeter, security fencing, and intrusion alarm systems are just a few ways in which to provide levels of security.

Typically, most essential buildings should have limited points of access, generally a singular public entry and a separate point of staff access into the facility. Entry to your facilities must be controlled with a variety of systems including: CCTV monitoring, electronic locking devices at doors, and voice communication (push-to-call) capability. These systems are generally "discrete" in that they are non-obtrusive while providing the necessary security functions. Similarly, all items brought into the building by a visitor can be screened and state-of-the-art technology to accomplish these tasks is readily available. Deliveries of products, supplies, and mail pose unique threats to a facility. Some

entities have elected to locate separate facilities to accommodate these functions in order to protect against total building failure from contaminates such as Anthrax or introduced air borne pathogens. CPTED (Crime Prevention Through Environmental Design) principles will be utilized throughout the design of your new facility. There is a clear need to provide separation between public accessible spaces and those functions which are more secure.



LEED® / SUSTAINABILITY

Sustainability is an important issue that our team takes seriously. Our team has been involved in hundreds of sustainable projects certified under programs such as LEED, Green Globes and WELL. We believe that the most important aspect of sustainability is reducing your energy usage and in turn reducing your costs. We will work to provide a sustainable project that is certified (if required), energy efficient, cost effective, utilizes appropriate materials but most importantly utilizes "common sense" sustainable strategies.

CRITICAL CONSIDERATIONS/ESSENTIAL FACILITIES

With extensive experience designing similar facilities, our team understands the importance and critical use nature of Public Safety Communications Centers due to their fundamental mission to support the community during natural disasters or deteriorated service conditions. The Team's approach is based on a comprehensive evaluation of anticipated needs including: enhanced structural capacity, emergency or redundant power supply, redundant communication and data distribution, back up HVAC, as well as potable water and sanitary conveyance to support the facility occupants for extended periods. Our team has also been successful in securing grants (FEMA/AARA) including state and federal sources to subsidize enhanced protection or Communication Center functions. In addition, our team's experience includes protection of facilities' from potential terrorist activities including application of FEMA 426 – Reference Manual to Mitigate Potential Terrorist Attacks. This standard addresses critical design features including:

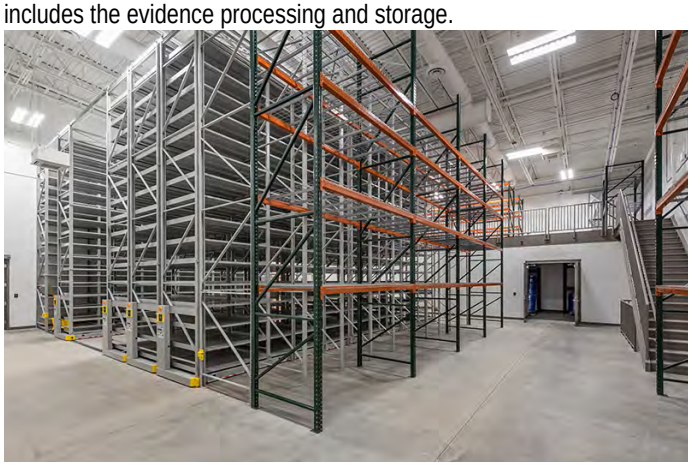
1. Vulnerability Checklist Assessment
2. Security systems
3. Standoff distances for blast protection including adherence to UFC-4-010-02 DoD Minimum Anti-Terrorism Standoff Distances
4. CPTED – Crime Prev. Through Environmental Design
5. HVAC design considerations, including integration of Centers for Disease Control (CDC) and Prevention, NIOSH
    a. Elevation of fresh air intakes
    b. Isolate HVAC zones
    c. HVAC system quick shutoff features
    d. Ducted air returns
6. Electrical design considerations including:
    a. Separate and isolated emergency and normal electrical panels and conduits
    b. Secure emergency generators and fuel storage
    c. Accommodations for back-up generator connection and manual transfer switch
    d. Coordination of site lighting for CCTV
    e. Illumination of building access points
7. Fire Protection features include:
    a. Protection from single point of failure
    b. Separate dual pump arrangement (electric and diesel)
8. Communication systems to include:
    a. Redundant communication systems
    b. Separate conduit for communication and alarm systems
    c. Mass notification system
    d. Telecommunications equipment

    – Space must be allocated for communications and information processing equipment.

EVIDENCE DESIGN

Building Systems are a key part of the Chain of Custody when evidence is processed and stored. Preservation of evidence is achieved with redundant electrical power from emergency generators to provide proper dehumidification of storage areas and proper refrigeration and monitoring of biologically sensitive evidence. Proper HVAC design also includes proper exhausting of biologic and toxic fumes from both Evidence Storage and the Forensics Laboratory.

Survivability of the Facility is critical to allow all other building systems to function and preserve the Chain of Custody. If the envelope of the secured building is compromised all other systems dedicated to properly store evidence could be damaged and/or lost. In the event of a natural or man-made disaster the essential function of law enforcement includes the evidence processing and storage.



PROTECT & SERVE

Evidence Processing:

Evidence is an essential part of every law enforcement agency's operation and the "sanctity of custody" or chain of custody begins with Evidence Processing. Chain of custody is maintained by properly securing evidence from the crime scene to Evidence Storage. Evidence Processing and Evidence Storage should have only one secure entrance and should include multiple access control devices to prevent any non-processing staff, including law enforcement staff from entering the processing area. All visitors that must enter Evidence Processing should be properly documented and processing staff must escort all visitors until they exit evidence processing and/or evidence storage spaces.

Essential components that preserve the chain of custody include an area for documentation (bag and tag), non-porous counter top with hand sink (officer cleaning station), upper cabinets and/or divided cubbies (documentation form storage), and secure evidence drop lockers to transfer evidence from the law enforcement staff to the evidence processing staff. Evidence drop lockers should include; multiple size/ shape lockers, some long enough to hold a rifle, and refrigerated lockers for biologic materials.

Vehicle Evidence Processing:

Vehicle processing should take place in a secure, conditioned space called a Vehicle Evidence Processing Bay. The Vehicle Evidence Processing Bay should have a secure oversized exterior door to allow vehicles to enter (typically an overhead coiling door ten feet wide and twelve feet tall) with a four foot wide interior door for passage of an oversized cart to evidence processing and storage areas. The bay should have proper conditioned air and mechanical ventilation equipment, a vehicle lift, proper lighting both above and on all sides of the vehicle. The bay should have a work station that includes an oversized utility sink, stainless steel countertop and cabinetry storage.

Evidence Viewing Room:

Evidence viewing should be accommodated with a dedicated room adjacent to the Evidence Processing area with a separate entrance from outside of the secure evidence area (public lobby/corridor) and a second from evidence processing.
Evidence Storage:

Evidence storage shall be placed adjacent and connected only to Evidence Processing spaces to allow for evidence processing staff to process all evidence securely. Different evidence shall be separated into different rooms with access control to each based on the type of evidence. The following evidence categories include: Cash/Valuables, Narcotics, Weapons, and Bulk Evidence Storage.

Evidence Storage Room Design:

Bulk Evidence storage rooms typically incorporate high density storage units on recessed floor tracks to maximize storage capacity. Electronically monitored refrigerator/freezers are also included in Bulk Evidence Storage to prevent damage to biological evidence in the event of a power failure. Emergency generators are recommended to provide redundant power to essential access control devices, CCTV, HVAC, and refrigerator/freezers. All evidence storage rooms should be fully conditioned air from the central HVAC equipment with 100% exhausting (no return air to HVAC equipment).

All evidence storage room interior walls shall extend to the underside of the metal deck above and properly detailed to prevent intrusion from any adjacent space. It is advisable to make all exterior walls tamper resistant to prevent unlawful entry. All exterior walls should be constructed from fully grouted and reinforced masonry or concrete tilt panels.

Exterior Evidence Storage:

Evidence not suited to be placed in evidence drop lockers include; blood drying rooms with proper mechanical exhausting and large evidence storage for bicycles, lawnmowers, etc. All spaces shall be accessible from a secure exterior door within a secure perimeter, typically within a vehicle sally port.

Forensic Lab:

The Forensic Lab, directly related with Evidence processing should be fully conditioned air from the central HVAC equipment with 100% mechanical exhausting (no return air to HVAC equipment), include a dedicated hood for fume containment, stainless steel counter tops throughout with multiple electrical receptacles above counter, computer work station(s) upper and lower cabinets (lockable), non-porous floor finish material without grout lines (epoxy paint), and an oversized sink.

Evidence Processing Work Stations:

Evidence processing staff activities should adjacent to the Forensic Lab and Evidence storage rooms. Each work station should be approximately 64 sf in area with generous counter space and room for an oversized cart within the work area.

PROJECT KICK OFF

An initial project meeting will be held and we believe its important for all stakeholders including the Police Department, Emergency Management, elected officials, IT, Facilities, Maintenance and Engineering. It will also be important for a CORE group of users to be established as the decision makers. This ensures that our team works as a partner and establishes a process allowing decisions to be made during critical meetings keeping the project on schedule. This initial meeting covers topics such as project management, lines of communication (and other resources access), project milestones schedule, key staff availability for interviews/meetings, review of the work plan, and identification of key issues and goals of the project team representatives. Deliverables are defined in the overall project schedule, previously discussed, and formalized with client input.

PROGRAMMING / NEEDS ASSESSMENT

Following the kickoff meeting seminars are held to provide a context for the requirements of the new facility and subsequent staff interviews gaining in-depth knowledge of the project. The jl2 Architecture team will use a series of presentations and charrettes to communicate that the user groups support and direction are incorporated into the project. The previously developed questionnaires will be used to assist in gathering important project planning details about the function of every aspect of the facility. Our initial space needs analysis will provide square footage

protections at multiple milestones such as 5, 10, and 20 years allowing the City to determine the appropriate sized facilities while determining an appropriate budget. This information will be assimilated into a draft space program document to be presented to staff. Our synergetic design process focuses on the understanding of your day-to-day operations as this will inform and help to set up the basis for a **design that enhances your operational efficiency and work-flow.**



DATA GATHERING

Stakeholder Meetings

In preparation for stakeholder meetings / travel, our team will analyze City/stakeholder information received and prepare questions for effective dialogue with participants of each public safety group, and invite representatives of all groups to provide input in separate focus group meetings regarding a variety of topics (security, fitness, technology, shared support spaces, etc.). We will meet with each group to gather information and discuss project goals and concepts relative to developing appropriate space needs. The process is interactive, utilizing marker boards, power point presentations (spreadsheets, photos, and graphics) to assure effective communication.

Preliminary Findings

We will develop preliminary findings that identify decisions made and potential issues requiring additional discussion and clarification. We can discuss preliminary findings to help us prepare for an effective data synthesis, making the best use of stakeholder time.

Data Synthesis

Our team anticipates meetings on site with the various stakeholder groups, with an ability to present information developed since the initial site visit, and modifying content as new information is received and decisions are made. We want to ensure clear communication and a common understanding.

These meetings involve an introduction to the preliminary space needs, adjacencies and circulation, inclusion or deletion of additional spaces, as we gain a more complete understanding of the proposed new public safety building.

We will again anticipate using a large markerboard and projection screen or video display, to accommodate updated information being presented back to stakeholders during each meeting, along with the ability to sketch new or updated ideas. Our meetings will address the constraints and opportunities anticipated by bringing all police, communications, Fire, EOC, and information technology together in a public safety building. We will address **functional effectiveness of staff adjacencies and workflow, to** accommodation of the various public visitor types, and how each should be accommodated. This process will yield a realistic understanding of what support space can be shared, and what must be dedicated.

Staffing Evaluation / Benchmarking Analysis

We anticipate working with City staff to identify current and future staffing needs, and evaluate against similar public safety agencies for comparison. This analysis will utilize UCR data regarding full time sworn and civilian staffing, staffing factors such as crime data, population, geographical size, etc. This study will seek to account for new programs and changes to departmental organization.

Room Criteria Sheets Development

This tasks develops more detail regarding the architectural, structural, mechanical, electrical, plumbing, and special systems requirements on a room by room basis, and can provide greater confidence in a needs assessment level cost estimate. The input is also helpful in memorializing unique and specialized stakeholder requirements, and provide direction to the subsequent design team. The process can be done virtually, and can be time consuming to get the various input from public safety building stakeholders. We will start the process by developing an initial set of criteria sheets so we have something to refer to and modify. Once we receive your input, regarding the building overall and individual spaces, we will review and schedule other meetings to review and update the initial criteria sheets. We will develop an updated draft document and issue for final comments, and then the final document.

PROGRAM VALIDATION

Our team will review and validate the program to confirm there are no desired client revisions through a series of interviews. Following the first round of interviews, we will present its our preliminary findings. This provides the team with the opportunity to share with the City of Daytona Beach Shores the new ideas and concepts that have been generated thus far and will ultimately reveal the direction of the project. The validation process also aids in the understanding of vital project information, leading to confident decision-making. Additionally, the validation interviews allow the consultant team to make certain it has accurately heard the client and for both consultant and client to test the information developed. Once this process has been completed, the basis for initial and future space needs, demands on infrastructure, along with the operational requirements, and spatial adjacencies allow for reasonable project costing. We will work closely with your selected Construction Manager at this point, to coordinate project sizing, materials, schedule and budget.

4 PROJECT APPROACH

MULTI-USE SPACES

As we develop an appropriate program and needs for your new station there may be needed spaces that won't be in use 100% of the time on a day-to-day basis. Some of those spaces may be training rooms, media room, community room, classrooms, sleeping quarters and conference spaces. For example, many departments have the need for a community room but their budgets can not afford the cost of the additional square footage for a space that will sit empty 90% of the time. At the new DeLand Fire Station 81 we designed a community room that they also use as training space, classroom space and a DOC during event. We will work closely with the City to understand how this kind of multi-use space strategy can work for your new station.

SCHEMATIC DESIGN

Our Civil engineer Zev Cohen & Associates, has already worked with Mr. Lohrum and the City to evaluate your site and know exaclty what the next steps are for early permitting applications to help expedite the site development process. Using this site information will assist in developing a master plan with secure and unsecured zones for public and private use. During this phase we now have enough technical information to begin visualizing your goals through 3-D imagery, sketches and models. This is a hands on collaborative process done through workshops and charrettes. At this point in the process we will work with our local civil engineer, ZEV Cohen & Associates, to develop a master plan with secure and unsecured zones for public and private use. Facility entry, along with CPTED design solutions around the building, will bring the necessary site security together with the Space Needs Assessment square footages to develop the actual building area.

The site layout is all about how to provide security while maintaning operational effeciencies. There are also several factors that need to be considered in developing an operationally efficient fire station such as:

1. Utilities-surveying, water flow, environmental, traffic flow/ separation and stormwater.
2. Maintaining existing operations.
3. Planning for relocation of existing operations during construction.
4. Vehicular circulation.
5. Security-staff vs. public, controlled access points & force protection
6. Community-surrounding context, how to be a good neighbor, station branding
7. Building survivability
8. Future needs-establishing appropriate areas for future growth

At the end of this phase we will have developed a master plan, floor plans and building imagery for approval by all necessary parties. Our consultant KMI will also develope the first of several cost estimates in coordination with the City's selected Construction Manager to help establish a cost base line maintaining the project budget.

DESIGN DEVELOPMENT

When the design concept is finalized we will begin to develope a more detailed set of drawings and specifications. All building systems such as electrical, mechanical, fire and structural will be integrated into the drawings at this point. At this point we will also take the opportunity to meet with the AHJ to collaborate on a courtesy review of the documents. This initial review will allow the AHJ to issue any major concerns early in the project so it can be addressed without affecting the budget or schedule later on. Your facility will operate 24-7 and will require materials that accommodate this. All materials selected must be cost effective, maintenance friendly and must last a long time. Our interior designer, will work with the entire design team and City staff to create an accurate environment for your new campus.



CONSTRUCTION DOCUMENTS / BIDDING

Once we reach this phase, the project design should be finalized and the design team is focused on the development of construction details and coordination with the specifications. Many times a 90% construction document set is submitted to allow the City a final opportunity to make any necessary changes. An estimate from our consultant or the selected construction manager will be utilized at this point to verify the project is still on budget while maintaining your vision and goals. The project will not move into bidding without approval from the owner and other required agencies. Our entire team will participate in the bidding process, acting as an owner's representative by reviewing advertising, pre-bid rfis, addenda and attending any required pre-bid conferences.

CONSTRUCTION ADMINISTRATION

Johnnie will remain involved with every aspect of the project throughout construction but our Construction Administrator, Jeremy Cox` will manage the project through construction. While we have the capability for off-site electronic meetings, we feel meetings in person are more effective. We will attend construction meetings as necessary to appropriately complete the project. Our tasks during construction administration typically involve:

1. shop drawing reviews
2. submittal reviews
3. **rfi reviews**
4. **construction quality evaluation**
5. site safety evaluation
6. payment application reviews
7. **change order reviews and all required**
8. close out documentation

All communication on the project will be directed through the City's Project Manager. We find that this single line of communication helps to keep the project organized and leave little room for mis-communication.

PROTECT & SERVE

4 PROJECT APPROACH

ADDITIONAL CAPABILITIES

Our entire team utilizes BIM software in the development of our design , construction documents and specifications. We will establish a BIM execution plan with the City, at the start of the project to ensure the construction manager and entire team are all on the same page on the level of detailed construction documents that will be prepared. The type of drawings prepared utilizing BIM are superior in that they are **more coordinated, thorough, efficient, contain more information** and generally help to save schedule time since drawings can be completed and coordinated faster. This model can be issued to the contractor at every project milestone helping to increase project productivity and accuracy. During construction the model can be used for "clash detection" eliminating in the field unforeseen errors which decreases change orders and save tax payer dollars. Other technology that helps us produce efficient, accurate & detailed documents is: I-phones, I-pads, portable laptops, Revit (BIM), AutoCad, Sketchup, 3-D Virtual software, Adobe Photoshop, In-Design, Excel & Microsoft Office. While we prefer in-person project meetings, on occasion it may be necessary to utilize other Web based communication platforms such as Microsoft Teams. For project reviews and coordination, we will issue a team wide invite to a Bluebeam review session allowing efficient, accurate & real time reviews of the construction documents. Our knowledge and technical abilities will allow the project to be developed at an increased pace while still maintaining accuracy, **quality and the City's vision.**

Discuss challenges and solutions at prior similar projects (Three examples)

Challenge 1--DeLand Fire Station 81 & Evidence Facility

Johnnie Lohrum was the Architect of Record for the new City of DeLand fire administration facility located on Howry Road. The project also included a police evidence facility. The original client request was to locate both facilities on the same site. However, after the collaborative programming sessions the following scoping items came to light:

1. The linear site would only accomodate the fire station in one direction.
2. The area surrounding the site had significant flooding issues the City asked the design team to find a solution for.
3. Both the fire and police facilities had needs that were greater than the original planning and budget.

Ultimately, only the fire station would fit on the site to allow for the significant amount of retention required to solve the surrounding flooding issue. The design team worked with the City to evaluate other potential sites settling on a lot directly accross from the Police station but located down the road. Mr. Lohrum coordinated efforts to split the project into two separate permitting and drawings packages and re-designed the Police facility on the new site without any additional fees and maintaining the original schedule.

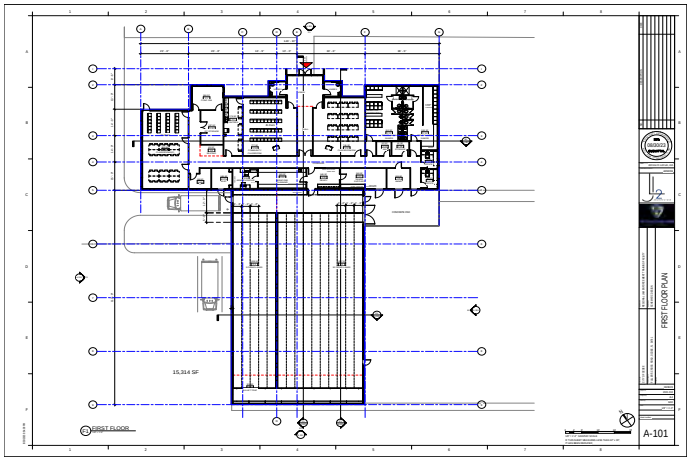
Challenge 2--Daytona Beach Fire Administration Headquarters

jl2 Architecture was selected to design the new 28,000sf Fire Administration Building located in the heart of Daytona Beach set for modern redevelopment. This specific project had a challenge that ultimately was solved with our synergetic design process. The city had an old 1940's fire truck that they wanted incorporated into the project in some way. Through a series of of design charrettes with the design team and City representatives, multiple options were vetted. The final design includes a history museum located at the front of the facility with two story glazing showing off the rich history of the City's Fire Department. Large operable doors open up onto a well designed courtyard allowing the truck to be rolled in and out for community events. A portion of the museum also serves a dual purpose as a communicty & training room. The latest challenge is finding a solution to the two large emergency lighting masts that FDOT wants to put directly in front of the courtyard. The design team is currently working through charrettes and coordination sessions, with FDOT, the Fire and City Facilities to consolidate the masts down to one and locate it accross the street.

Challenge 3--Volusia County EOC Expansion

jl2 Architecture was selected to design the 5,500sf expansion to the Volusia County EOC. The design team completed nearly 100% construction documents when the County received new grant funding to help pay for the new construction. The new grant had specific FEMA & ICC500 requirements that had to be met to receive the funding. This required a substantial structural and MEP redesign to the already completed documents. The design team quickly modifed the documents to meet all the new structural and HVAC design requirments in less than 3 weeks to help keep the project on schedule, and did not ask for an addtitional service. The project has since been approved by FEMA and is currently under construction.

We have prepared a team that has full capacity to address the complete scope of work for your project and will be dedicated to it as you are our priority. The jl2 Architecture process is a synergetic process that makes sure all parties and stakeholders are engaged, listened to and are a part of the design and construction of your facility.





PROTECT & SERVE

5 SIMILAR PROJECTS & REFERENCES



5 SIMILAR PROJECTS & REFERENCES

1. City of Daytona Beach Fire Admin. & Station No. 1 -- *Daytona Beach, FL*



DESCRIPTION OF PROJECT / FEATURES:
The City of Daytona Beach contracted with jl2 Architecture in July of 2023 for the design of their new Fire Administration & Station No. 1. The design team has utilized a fast-tracked project **schedule and management techniques and has already** completed 100% Design Development Drawings with 100% Construction documents scheduled to be completed and permitted in May of 2024.

The entire first floor of the facility is dedicated to station operations with a 4-bay, 90 foot deep, drive thru apparatus bay. The dayroom, kitchen and dining are located in the heart of the first floor with direct access to the apparatus bay. Fourteen bunk rooms are divided into two separate wings helping for flexibiliy in alerting of different parts of the station. A dedicated 3-story training tower with drone platform as been designed for integrated training and servces as a beacon as you drive past the facility.

The public enter into a two story civic lobby space with grand stairs wrapping the elevator to a second floor look out. Visibiliy of the North East corner from the street is imperative as the station includes a museum space called the "Rosie Bay" showcasing a 1940's fire truck that used to serve the Daytona Beach community.

The entire second floor is dedicated to the administrative functions of the facility including offices, conference rooms, break room and open collaborative work station which serve as built-in space for future station growth. Incorporating health and saftey practices such as deconamination areas, air locks, separate HVAC zones, smart alerting and a full roof solar arrary, was a non-negotiable goal of the City and Design team.

SIZE:
27,500 SF

COST:
Original-$22 million
Final-$22 million

SERVICES:
2023-Current

DELIVERY METHOD:
CMGC

CLIENT INFORMATION:
City of Daytona Beach
Dru Driscoll-Fire Chief
386.451.4506
driscolldru@dbfd.us

GRANT FUNDED

CONTRACTOR INFORMATION:
Wharton Smith / Dacg
Shane Wolfe, Project Executive
407.340.4345
swolfe@dacginc.com

CONSULTANT INFORMATION:
jl2 Architecture--Designer/Architect of Record
PGAL--Production Architect
OCI & Associates--Mech, Plumbing, Fire Protection, Security, Solar
SGM Engineering--A/V, Low Voltage
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
Sliger--Surveying
LTG Engineering--Traffic Engineering
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES:
- Adminstration Headquarters
- Essential Facility
- TILT WALL CONSTRUCTION
- Health & Safety Principles
- CMGC
- Meeting / Training Areas
- Public / Private Site Organization
- High Profile / Civic Presence
- Emergency Operations Center

PROTECT & SERVE

5 SIMILAR PROJECTS & REFERENCES

2. Volusia County Sheriff's Evidence Facility -- *Daytona Beach, FL*



*Project is individual experience of Mr. Lohrum

DESCRIPTION OF PROJECT / FEATURES:
The Volusia County evidence unit receives, processes and manages over 200,000 items a year, either from the sheriff's office or other law enforcement agencies throughout Florida. Design direction was achieved through a series of onsite work sessions with a focus on policies, workflows, operating procedures and specific discussions about storage systems & capacities. The facility is planned to accommodate property and evidence storage needs for the next 25 years.

The site is being planned for the future addition of the Sheriff's Forensic ID lab which will bring forensic science services in-house. Multiple storage systems were selected and configured to optimize efficient storage, effective workflow and appropriate security measures. High-bay high-density mobile storage is being utilized in areas of the new facility, thereby reducing the building's footprint. A portion of the facility will be hardened to protect it against 200 mph winds.
The project is designed to achieve LEED® Silver Certification and includes:

- Controlled storage of evidence, seized and recovered property
- 20 foot, automated mobile storage units
- Ballistic grade walls
- Offices, personnel break room and meeting rooms
- Forensic vehicle processing
- Vehicle storage
- Standard and high security storage
- Covered loading dock

SIZE:
29,600 SF

COST:
Original-$11.3 million
Final-$11.3 million

SERVICES:
2016-2019

DELIVERY METHOD:
Design-Bid-Build

CLIENT INFORMATION:
Volusia County
Laura Laser
County Architect
386-785-6132

CONTRACTOR INFORMATION:
Ajax Construction
Lon Neuman
813.917.2204
lon.neuman@ajaxbuilding.com

CONSULTANT INFORMATION:
Johnnie Lohrum Jr.--Designer / Prime Architect for previous firm
CMTA--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
CPH--Surveying
MWL Architects--Public Safety Planning
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES:

- Adminstration Headquarters
- Essential Facility
- LEED Certified
- Health & Safety Principles
- Low Enforcement
- Meeting / Training Areas
- Public / Private Site Organization
- Highly Secure Facility
- Law Enforcement

PROTECT & SERVE

3. Volusia County Sheriff's EOC -- *Daytona Beach, FL*



DESCRIPTION OF PROJECT / FEATURES:
The new Volusia County Emergency Operations Center brings together emergency services for multiple departments and agencies from the Volusia County area. The state of the art coastal essential facility design will withstand winds greater than 180mph.

Mr. Lohrum worked with Volusia County and assisted with all the requirements for both State and Federal funds. The main 43,000sf building was designed and built in 2013. Jl2 Architecture is currently working on an additional 5,500sf additional that is fully grant funded and follows all FEMA 361 and ICC500 shelter design requirements.

The facility is designed for full operation and 100% N+1 redundancy for 96 hours and also includes: command center, administration offices for the Sheriff & Fire services, transportation management, CIC, training classrooms, media room, two commercial kitchens and bunk area.

jl2 Architecture designed a new 5,500sf addtion which is currently under construction.

CLIENT INFORMATION:
Volusia County
Laura Laser
County Architect
386-785-6132

GRANT FUNDED

CONTRACTOR INFORMATION:
Ajax Construction
Lon Neuman
813.917.2204
lon.neuman@ajaxbuilding.com

CONSULTANT INFORMATION:
Johnnie Lohrum Jr.--Designer / Prime Architect for previous firm
Matern Engineering--Mech, Plumbing, Fire Protection, Security
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
CPH--Surveying
Bechtol Engineering--Geotechnical Engineering

SIZE:
42,000 SF

COST:
Original-$11 million
Final-$13 million

SERVICES:
2011-2013
2022-2025

DELIVERY METHOD:
CMGC

RELEVANCY TO THESE SCOPE OF SERVICES:
- LEED Certified
- Essential Facility
- CMGC
- Health & Safety Principles
- Emergency Operations Center
- Meeting / Training Areas
- Integrated Training Componants
- Public / Private Site Organization
- High Profile / Civic Presence
- Law Enforcement

PROTECT & SERVE

5 SIMILAR PROJECTS & REFERENCES

4. Brevard County EOC -- *Rockledge, FL*



*Project is individual experience of Mr. Lohrum

DESCRIPTION OF PROJECT / FEATURES:

The new Brevard County Emergency Operations Center brings together emergency services for multiple departments and agencies such as Brevard Sheriff, Brevard Fire, Emergency **Management and Traffic Control.** The state of the art coastal essential facility design will withstand greater thatn 200 MPh hurrican force winds and meets all ICC 500 Storm Shelter Desgin requirements.

Mr. Lohrum worked with Brevard County and assisted with all the requriements for both State and Federal funds. The main 45,000sf building was designed in 2018 using those grant funds and was put on the shelf until 2021 when the County received funding for the construction portion of the project. Mr. Lohrum managed the design team, updated the construction documents per a new Florida Building Code update and designed a new 5,000sf addition to the facility. This addtion was to accomodate more space for 911 Dispatch and other Sheriff operational spaces.

The facility is designed for full operation and 100% N+1 redundancy for 96 hours and also includes: command center, administration offices for the Sheriff & Fire services, transportation management, CIC, training classrooms, media room, two commercial kitchens and bunk area.

SIZE:
51,000 SF

COST:
Original-$13 million
Final-$28 million

SERVICES:
2018-2022

DELIVERY METHOD:
CMGC

CLIENT INFORMATION:
Brevard County, FL
Tim Lawry, Facilities Manager
321.863.2075
tim.lawry@brevardfl.gov

GRANT FUNDED

CONTRACTOR INFORMATION:
Ajax Construction
Jeremy Cox, Project Executive
352.409.8997
jeremy.cox@ajaxbuilding.com

CONSULTANT INFORMATION:
Johnnie Lohrum Jr.--Prime Architect for previous firm
TLC Engineering--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental
Bussen Mayer--Surveying, Civil & Landscape
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES:
- Green Globes
- Essential Facility
- CMGC
- Health & Safety Principles
- Emergency Operations Center
- Fire Services
- Meeting / Training Areas
- TILT WALL CONSTRUCTION
- Public / Private Site Organization

PROTECT & SERVE

5. Orange City Police Headquarters & EOC -- *Orange City, FL*



DESCRIPTION OF PROJECT / FEATURES:
The new Orange City Emergency Operations Center was designed in combination with the new Police Station. The state of the art essential facility design will withstand winds greater than 200mph.

JI2 Architecture worked with the City and assisted with all the requirements for both State and Federal funds. The facility is designed for full operation and 100% N+1 redundancy for 96 hours and also includes: command center, administration offices for the Police department, transportation management, CIC, training classrooms, a commercial kitchen and bunk area. The EOC has been designed as a multi-functional space. During times of non-activations it can be used as a community room or training space for the City and other agencies.

CLIENT INFORMATION:
City of Orange City
Christine Davis, Assistant City Manager
386.775.5491
cdavis@orangecityfl.gov

GRANT FUNDED

CONTRACTOR INFORMATION:
TBD

CONSULTANT INFORMATION:
Johnnie Lohrum Jr.--Architect of Record, Project Manager
CMTA--Mech, Plumbing, Fire Protection, Security, Solar
BBM--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
Sliger--Surveying
Bechtol--Geotechnical Engineering

SIZE:
31,000 SF

COST:
Est.I-$30 million
Final-TBD

SERVICES:
2023-Current

DELIVERY METHOD:
CMGC

RELEVANCY TO THESE SCOPE OF SERVICES:
- LEED Certified
- Essential Facility
- CMGC
- Health & Safety Principles
- Emergency Operations Center
- Meeting / Training Areas
- Integrated Training Componants
- Public / Private Site Organization
- High Profile / Civic Presence
- Law Enforcement

PROTECT & SERVE

6. Ocoee Law Enforcement Training Facility -- *City of Ocoee, FL*



DESCRIPTION OF PROJECT / FEATURES:

The City of Ocoee contracted with Fortress Secured to procure the project via a Public Private Partnership. The facility main users will be the City of Ocoee Police and Fire Departments but will be opened up to outside agencies to help serve as a revenue stream for the City.

The new Law Enforcement Training Center will allow the police and fire departments to train efficiently and effectively, using state of the art instructional and tactical training environments. This new facility features a 16 lane, tactical 50 yard indoor firing range with two target systems, to accommodate pistol and rifle training that is acoustically separated from adjacent training spaces, and will safely accommodate lead and non-lead rounds. Workshop and armory space is incorporated to maintain firearms and build and maintain props for use in the firing range. Secure ammunition storage is provided for pallet and ammunition shelving, with easy vehicle access via an overhead door. Training offices are planned to accommodate staff growth, and have direct access to the lobby/break area as well as direct access to the workshop and to respond to deliveries. Flexible training classrooms, canteen and locker facilities are separated from the rest of the secured facility allowing the City to utilize spaces for other City needs.

The facility is designed so that the classrooms, administration areas, lobby and firing range can be easily expanded as need grow in the future.

SIZE:
15,000 SF

COST:
Original-$11 million
Final-$11 million

SERVICES:
2021-Current

DELIVERY METHOD:
P3

CLIENT INFORMATION:
City of Ocoee
Chris McKinstry-Deputy Chief of Police
407.276.0943
cmckinstry@ocoee.org

CONTRACTOR INFORMATION:
Fortress Secured
Matt Everett
904.719.0843
matt@fortresssecured.com
.

GRANT FUNDED

CONSULTANT INFORMATION:
Johnnie Lohrum Jr.--Prime Architect for previous firm
OCI & Associates--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
Sliger--Surveying
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES:
- Essential Facility
- Health & Safety Principles
- Meeting / Training Areas
- Integrated Training Componants
- Public / Private Site Organization
- High Profile / Civic Presence
- Law Enforcment Facility
- Training & Simulation

PROTECT & SERVE

Reference Form 14

14.0 Tab 5: Client Reference Form:

Reference No. 1	City of Daytona Beach Fire Headquarters & Station No. 1
Address	301 S Beach St
City, State, ZIP	Daytona Beach, FL,
Contact Person	Dru Driscoll, Fire Chief
Telephone & E-mail	386.451.4506, driscolldru@codb.us
Date(s) of Service	7/1/2023 to Current
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for jl2Architecture

Reference No. 2	Volusia County Sheriff's Evidence Facility
Address	3887 Tiger Bay Rd
City, State, ZIP	Daytona Beach, FL, 32124
Contact Person	Laura Laser, County Architect
Telephone & E-mail	386.785.6132, llaser@volusia.org
Date(s) of Service	2016-2019
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for Mr. Johnnie Lohrum Jr.

Reference No. 3	Volusia County Sheriff's EOC
Address	3825 Tiger Bay Road
City, State, ZIP	Daytona Beach, FL, 32124
Contact Person	Laura Laser, County Architect
Telephone & E-mail	386.785.6132, llaser@volusia.org
Date(s) of Service	2011-2023 / 2022-2025
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for jl2Architecture

PROTECT & SERVE

Reference Form 14

14.0 Tab 5: Client Reference Form:

Reference No. 4	Brevard County Emergency Operation Center
Address	1746 Cedar St.
City, State, ZIP	Rockledge, FL, 32955
Contact Person	Tim Lawry, Facilities Manager
Telephone & E-mail	321.863.2075, tim.lawry@brevardfl.gov
Date(s) of Service	2018-2023
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for Mr. Johnnie Lohrum Jr.

Reference No. 5	Orange City Police Headquarters & EOC
Address	E Ohio Avenue
City, State, ZIP	Orange City, FL, 32763
Contact Person	Christine Davis, Assistant City Manager
Telephone & E-mail	386.775.5491, cdavis@orangecityfl.gov
Date(s) of Service	2023-Current
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for jl2 Architecture

Reference No. 6	Ocoee Law Enforcement Training Facility
Address	Fuller's Cross Road
City, State, ZIP	Ocoee, FL, 34761
Contact Person	Chris McKinstry-Deputy Chief of Police
Telephone & E-mail	407.276.0943, cmckinstry@ocoee.org
Date(s) of Service	2023-Current
Type of Service	Architectural & Engineering Design Services
Comments:	Reference is for jl2 Architecture



6 FORMS

6 FORMS

A. Authorized Representative/Joint Ventures: Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

N/A

B. Business Tax Receipt (BTR): Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

SEMINOLE COUNTY BUSINESS TAX RECEIPT
PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

Account #: 215787

JOHNNIE DALE LOHRUM
1678 KINGSTON RD
LONGWOOD, FL 32750

REGULATED
License # - AR96099
Qualifier- JOHNNIE LOHRUM

JOHNNIE D LOHRUM JR (OFFICER)

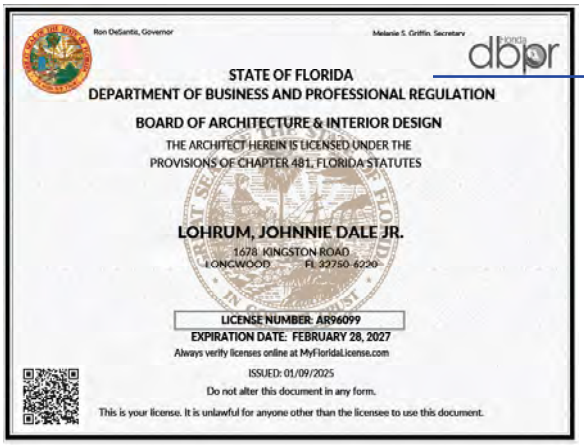
Receipt #: 50292024092000219 Amount Paid: $ 45.00 Date Paid: 09/20/2024



PROTECT & SERVE

6 FORMS

C. Professional Certification / Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

LOHRUM, JOHNNIE DALE JR.
1678 KINGSTON ROAD
LONGWOOD FL 32750-6220

LICENSE NUMBER: AR96099
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/09/2025

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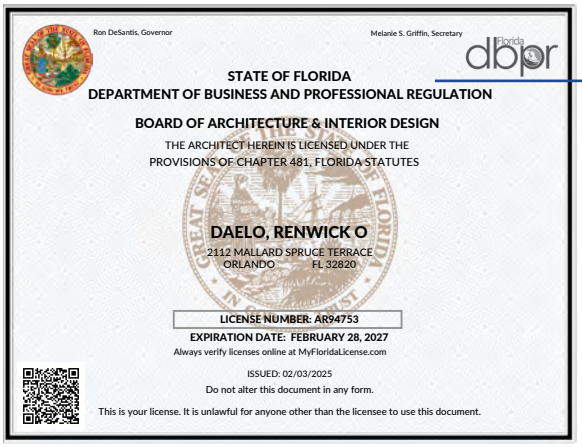
Johnnie Lohrum Jr., RA, LEED AP
President / Project Manager
jl2 Architecture



U.S. Green Building Council

Johnnie Lohrum

LEED ACCREDITED PROFESSIONAL



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DAELO, RENWICK O
2112 MALLARD SPRUCE TERRACE
ORLANDO FL 32820

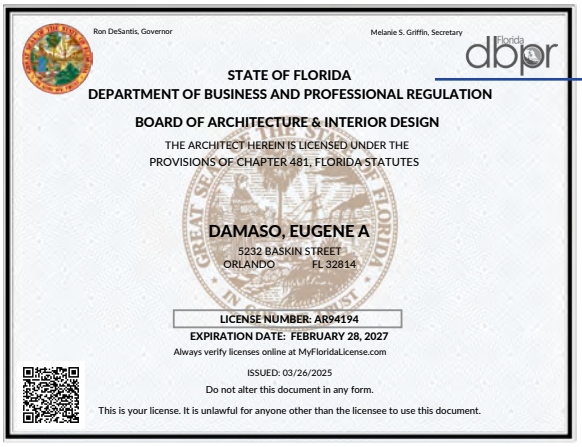
LICENSE NUMBER: AR94753
EXPIRATION DATE: FEBRUARY 28, 2027
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ISSUED: 02/03/2025

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Renwick Daelo, AIA
Project Architect / Production Support
jl2 Architecture



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DAMASO, EUGENE A
5232 BASKIN STREET
ORLANDO FL 32814

LICENSE NUMBER: AR94194
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/26/2025

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Eugene Damaso, AIA
Production Support
jl2 Architecture

PROTECT & SERVE

6 FORMS

C. Professional Certification / Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HUDAK, RANDY MICHAEL
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE65053
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

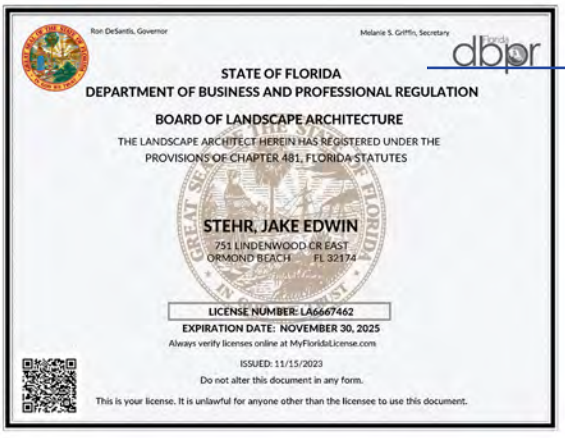
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Randy Hudak, P.E.
Project Manager / Civil Engineering
Zev Cohen & Associates



Authorized Gopher Tortoise Agent

William Lites, P.E.
Environmental Scientist
Zev Cohen & Associates



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

STEHR, JAKE EDWIN
751 LINDENWOOD CR EAST
ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667462
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/15/2023
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Jake Stehr
Landscape Architect
Zev Cohen & Associates

PROTECT & SERVE

6 FORMS

C. Professional Certification / Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.


Ron DeSantis, Governor Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ERBILEN, BORA
2300 MAITLAND CENTER PARKWAY
SUITE 201
MAITLAND FL 32751

LICENSE NUMBER: PE55996
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Bora Erbilen, PE
Structural Engineering
BBM Structural


Ron DeSantis, Governor Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BAUS, ADRIAN
607 SAILFISH ROAD
WINTER SPRINGS FL 32708

LICENSE NUMBER: PE52580
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Adrian Baus, PE, LEED AP
Mechanical / Plumbing Engineer
TLC Engineering


Ron DeSantis, Governor Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PASCARELLA, BRADLEY J.
4323 ROCK HILL LOOP
APOPKA FL 32712

LICENSE NUMBER: PE74529
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Brad Pascarella, PE
Electrical / Systems Engineer
TLC Engineering

PROTECT & SERVE

6 FORMS

C. Professional Certification / Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

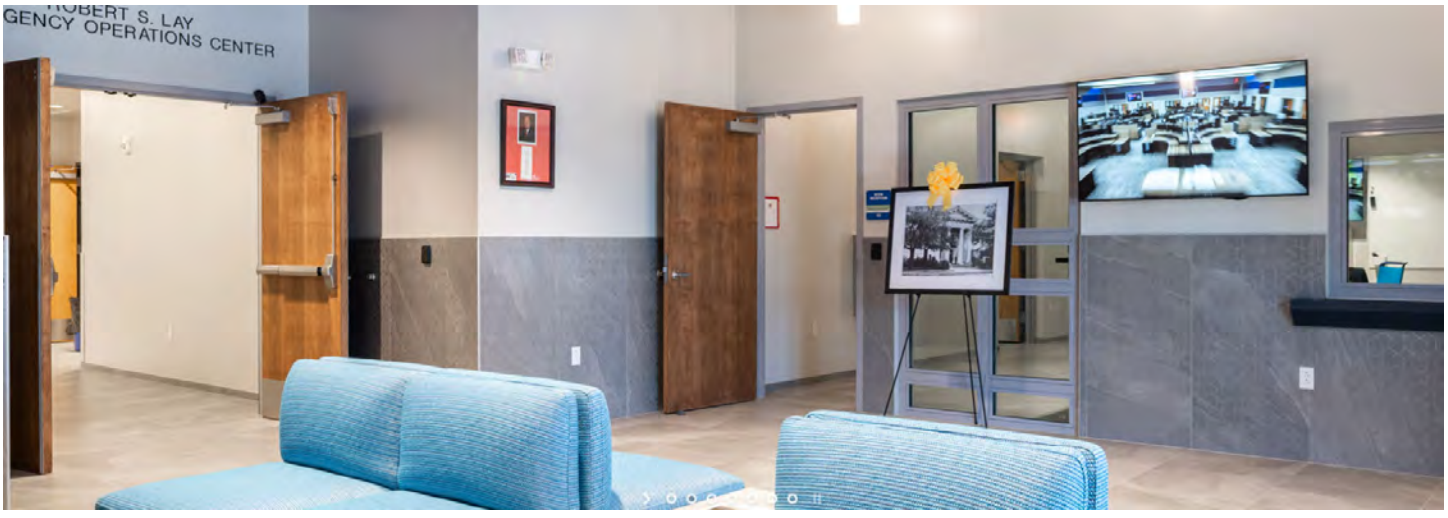
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COX, JEREMY KRISTOFER
COX GENERAL CONTRACTING LLC
2847 SOUTH GROVE STREET
EUSTIS FL 32726

LICENSE NUMBER: CGC1509647
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com
ISSUED: 03/25/2025
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Jeremy Cox, GC
Construction Administration
jl2 Architecture





PROTECT & SERVE

D. Insurance: Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable.

JL2ARCH-01 STHOMPSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jl2architecture 1678 Kingston Rd Longwood, FL 32750	INSURER A : Phoenix Insurance Co. (Travelers)	25623
	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Beazley Insurance Company, Inc	37540
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6602W553362	12/21/2024	12/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	6602W553362	12/21/2024	12/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP3Y693414	12/21/2024	12/21/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liab			C341C2230201	12/21/2023	12/21/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Any person or organization where required by written contract is an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability). Coverages are primary & non-contributory. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER	CANCELLATION
The City of Daytona Beach Shores 2990 S. Atlantic Ave Daytona Beach, FL 32118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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E. Notice of Election to be Exempt/Hold Harmless Agreement, if applicable: Respondents that are exempt under the Florida worker's compensation law in Chapter 440.02 Florida Statutes shall provide a copy of their "Notice of Election to be Exempt," if applicable or Hold Harmless Agreement for each person exempt and proof of coverage for non-exempt employees. The hold harmless agreement is included as an attachment to this request for qualifications. Said agreements shall be returned with the proposal as detailed in the proposal requirements (Note: When completing the form, leave the contract date blank)

13.0 HOLD HARMLESS AGREEMENT:

I, Johnnie Lohrum Jr. (*print officer/owner's name*), am the officer/owner of (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the City of Daytona Beach Shores with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the City Project Manager or designated City representative.

On _ _ day of , 20_ _, the City of Daytona Beach Shores and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the City of Daytona Beach Shores and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the City of Daytona Beach Shores or its agents, officials and employees or sub-consultants.

In the event that a workers' compensation claim or lien is made against the City of Daytona Beach Shores and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the City of Daytona Beach Shores, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the City of Daytona Beach Shores, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the City of Daytona Beach Shores or its employees, agents, or sub-consultants. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the City of Daytona Beach Shores in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the CITY OF DAYTONA BEACH SHORES under Section 768.28, Florida Statutes.

PROTECT & SERVE

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: Johnnie Lohrum Jr., President *(print name)* *(signature)*
Employee 1: Jeremy Cox, Vice President *(print name)* *(signature)*
Employee 2: Melissa DeLong *(print name)* *(signature)*
Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF Florida
CITY OF Longwood

Sworn to and subscribed before me this 15th *day of* July, *20* 25, *by* Johnnie Lohrum

_____

, who is/are personally known to me ***or*** *who has/have produced* n/a *as identification.*

_____
NOTARY PUBLIC – STATE OF Florida
Type or print name:
Charise Cox
Commission Expires: 04/03/2029
(Seal)

Notary Public State of Florida
Charise Cox
My Commission HH 660297
Expires 4/3/2029

PROTECT & SERVE

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/3/2025 **EXPIRATION DATE:** 2/3/2027

PERSON: JOHNNIE D LOHRUM JR **EMAIL:** JLOHRUM@JL2ARCHITECTURE.COM

FEIN: 921168022

BUSINESS NAME AND ADDRESS:

JL2ARCHITECTURE, LLC

1678 KINGSTON ROAD

LONGWOOD, FL 32750

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E02069892 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 01/2023

PROTECT & SERVE

6 FORMS

F. Conflict of Interest Disclosure Form: All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project.

6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

1. I, (printed name) Johnnie Lohrum Jr., am the (title) President and the duly authorized representative of the firm of (Firm Name) jl2 Architecture, LLC whose address is 1678 Kingston Road, Longwood, FL, 32750, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By _____ (Signature) Date 7.19.2025

By Johnnie Lohrum Jr., President
Corporate Officer Name & Title



PROTECT & SERVE

G. Prohibition Against Contingent Fees: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract (See the attached form included in this package).

7.0 PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, jl2 Architecture, LLC , warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____ Date July 15, 2025
(Signature)

By Johnnie Lohrum Jr., President
Corporate Officer Name & Title

STATE OF Florida
CITY OF Longwood

Sworn to/affirmed and subscribed before me this 15th *day of* July, *20* 25, *by* Johnnie Lohrum, *who is personally known to me or who has produced* n/a *as identification.*

NOTARY PUBLIC – STATE OF Florida
Type or print name:
Charise Cox
Commission No.: 660297
Commission Expires: 04/03/2029

(Seal)

Notary Public State of Florida
Charise Cox
My Commission HH 660297
Expires 4/3/2029

PROTECT & SERVE

H. Public entinty Crime and Discriminatory Vendor List: Respondents shall complete and include with their proposal the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes (the attached forms "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" and the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" shall be completed by the prime consultant and all sub-consultants of the project team).

8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. By entering into this Contract, the Contractor represents and warrants that it is not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. Pursuant to Florida Statutory requirements, potential Respondents are notified:

- **Section 287.133(2)(a)(as amended)**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- **Section 287.134(2)(a)(as amended)**: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- **Section 287.134(2)(b)(as amended)**: A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: Johnnie Lohrum Jr, President Date: 7.19.2025

Signature:

PROTECT & SERVE

6 FORMS

I. Completed W-9 Form: Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site. The W-9 form can be accessed through this site as well.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
jl2 Architecture, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1678 Kingston Road

Requester's name and address (optional)

6 City, state, and ZIP code
Longwood, FL 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 92 - 1168022

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► 3.01.2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

PROTECT & SERVE

J. Drug Free Workplace Form: Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See "Drug-Free Work Place" form).

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

jl2 Architecture, LLC does:
(Name of Firm)

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Johnnie Lohrum Jr., President
Name and title

Signature

jl2 Architecture, LLc
Firm

1678 Kingston Road
Street address

Longwood, FL 32750
City, State, Zip

7.19.2025
Date

PROTECT & SERVE

K. Certificatin Regarding Debarment (Prime) Form_jl2 Architecture

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Johnnie Lohrum Jr., President
Name and title

Signature

jl2 Architecture, LLC
Firm

1678 Kingston Road,
Street address

Longwood, FL, 32750
City, State, Zip

7.19.2025
Date

PROTECT & SERVE

L. Certification Regarding Debarment (Sub) Forms_ Zev Cohen & Associates

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Robert J. Ball, President
Name and title

Signature

Zev Cohen & Associates, Inc.
Firm

300 Interchange Blvd. Ste. C
Street address

Ormond Beach, FL 32174
City, State, Zip

July 3, 2025
Date

PROTECT & SERVE

L. Certification Regarding Debarment (Sub) Forms_ BBM Structural Engineers

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Bora Erbilen, PE, SE | President
Name and title

Signature

BBM Structural Engineers, Inc.
Firm

2300 Maitland Center Pkwy., Ste. 201
Street address

Maitland, FL 32751
City, State, Zip

06/23/25
Date

PROTECT & SERVE

L. Certification Regarding Debarment (Sub) Forms_ Matern Engineering

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Ryan Strandquest, President
Name and title

Signature

Matern Professional Engineering, Inc.
Firm

130 Candace Drive
Street address

Maitland, Fl 32751
City, State, Zip

7/10/2025
Date

PROTECT & SERVE

M. Certification Regarding Prohibitiion Against Contracting with Scrutinized Companies Form:

11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

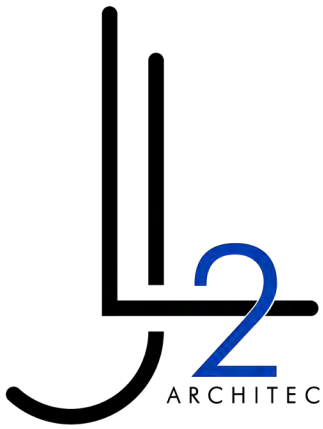
Name of Respondent: jl2 Architecture, LLC

By: _____ (Authorized Signature)

Title: President

Date: 7.19.2025

PROTECT & SERVE



1678 KINGSTON ROAD
LONGWOOD, FLORIDA 32750
D: 407.340.2879

L2 Architecture

CITY COMMISSION AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval of Advertisement for City Manager and discussion of next steps

SYNOPSIS:

At the prior commission meeting the city commission asked Vice Mayor Politis to craft an advertisement for consideration by the City Commission. A draft of the item is attached for consideration and further discussion of the next steps to recruiting a new city manager.

FISCAL IMPACT STATEMENT:

Dependent upon commission direction.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

As considered by commission discussion.

ATTACHMENT:
1. City Manager Job Description Final Draft for Commission
2. ICMA Recruitment Guidelines Handbook

City Manager - City of Daytona Beach Shores

The City of Daytona Beach Shores, known for its motto "Life is Better Here," is seeking a dynamic, experienced, and visionary leader to serve as City Manager. Nestled on a beautiful Florida barrier island, Daytona Beach Shores offers wonderful year-round weather, a pristine coastal environment, and a high quality of life for its residents and visitors. The City is proud to be completely debt free, providing a unique opportunity for strong financial stability and forward-looking planning.

The City Manager serves as the administrative head of the city government, appointed by and reporting directly to the City Commission. The Manager provides executive leadership, strategic planning, and operational oversight for all municipal functions to ensure the efficient delivery of services to the community. Daytona Beach Shores is supported by stable, friendly, and professional staff, and City Commission meetings are typically short and non-controversial, reflecting a positive and collaborative civic environment.

The City of Daytona Beach Shores operates its own highly respected Public Safety Department, a fully integrated agency that provides both police, fire and emergency medical services. The City operates its own sewer collection system and pumps to a neighboring city for treatment. The beach itself is managed by Volusia County, allowing the City to focus on maintaining its beautiful community, responsive services, and high quality of life.

This is a full-time, exempt position with competitive compensation based on qualifications and experience.

Essential Duties and Responsibilities

• Serve as the chief administrative officer for the City under the policy direction of the City Commission.

• Provide day-to-day leadership and general management for all City departments.

• Enforce all laws, ordinances, and regulations of the City.

• Attend all City Commission meetings and participate in discussions when appropriate (without voting rights).

• Oversee personnel matters, including appointments, suspensions, and removals.

• Manage the City's contracts, franchises, permits, and privileges.

• Prepare and submit an annual report on City operations and finances.

• Foster strong relationships with community organizations, residents, and regional partners.

• Represent the City to the media and public with the assistance of the City's PIO.

Minimum Qualifications

The City Manager should have no less than five (5) years of executive-level experience as a City Manager or Assistant City Manager, or comparable governmental experience. Florida experience is strongly preferred, and Florida coastal experience would be ideal. A bachelor's degree in public administration or a related field, with a master's degree or higher preferred.

Skills and Competencies

• Exceptional leadership and interpersonal skills.

• Strong written and verbal communication abilities.

• Proficiency in budgeting, financial management, and strategic planning.

• Demonstrated ability to work effectively with elected officials, staff, and the community.

• Commitment to high ethical standards, transparency, and accountability.

Compensation and Benefits

Starting salary will be commensurate with the candidate's qualifications and experience. A comprehensive benefits package will be provided. The previous city manager earned $170,400 annually. This position is covered under the Florida Retirement System-Senior Management classification.

How to Apply

Interested applicants should apply online through the city website www.dbshores.org and include cover letter, resume, and no less than three professional references. Applications will be accepted until (Insert Date).

The City of Daytona Beach Shores is an Equal Opportunity Employer.

Life is Better Here.

Recruitment Guidelines

for Selecting a Local Government Administrator









Recruitment Guidelines for Selecting a Local Government Administrator

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About ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

ICMA
777 North Capitol Street, NE
Suite 500
Washington, DC 20002-4201
202-289-ICMA (4262)
icma.org

Preface

This *Recruitment Guidelines for Selecting a Local Government Administrator* was first published just over ten years ago. While a lot has changed in ten years, the basic process for selecting a chief administrator[1] has remained substantially the same. It still requires careful planning, astute evaluation of candidates, and a clear understanding of the relationship between the governing body[2] and the chief administrator. In this edition, however, new focus has been given to the ICMA Code of Ethics—the foundation of the local government management profession—and the emergence of the Voluntary Credentialed Manager program.

The Task Force on Recruitment Guidelines was formed in Fall 2010 and consisted of a very diverse group of ICMA members (many of whom have served on the ICMA Executive Board), Range Riders (former local government practitioners), younger members of the local government management profession, and representatives from executive search firms. From its only face-to-face meeting at the 2010 ICMA Conference in San José, this Task Force embraced the challenge of updating the guidelines. Over the next several months, we formed work groups to focus on three key elements of the process: recruitment, selection, and negotiation. After countless conference calls and emails, the new and improved *Recruitment Guidelines for Selecting a Local Government Administrator* emerged.

The Task Force consisted of the following ICMA members:

Jane Bais-DiSessa
City Manager
Berkley, Michigan

Bill Baldridge
Executive Search Committee
Former City Manager
Michigan Municipal League

Troy Brown
Assistant City Manager
Livermore, California

Garry Brumback
Town Manager
Southington, Connecticut

Charlie Bush
City Administrator
Prosser, Washington

Mike Casey
Partner
Management Partners, Inc.
Cincinnati, Ohio

Tony Dahlerbruch
City Manager
Rolling Hills, California

Ed Daley
City Manager
Hopewell, Virginia

Tim Ernster
City Manager
Sedona, Arizona

Tom Fountaine
Borough Manager
State College, Pennsylvania

Peter Herlofsky
Former City Administrator
Farmington, Minnesota

Kay James
City Manager
Canandaigua, New York

Dave Krings
Former County Manager
Hamilton County, Ohio
Peoria County, Illinois

1 Chief administrator refers to a manager, administrator, or executive of a local government.

2 Governing body refers to the elected officers of a town, village, borough, township, city, county, or a legally constituted council of governments.

Debra Kurita
Former Assistant City Manager
San Bernardino, California

Juliana Maller
Deputy City Manager
Park Ridge, Illinois

Bob Murray
President
Bob Murray & Associates
Roseville, California

Andy Pederson
Village Manager
Bayside, Wisconsin

Sheryl Sculley
City Manager
San Antonio, Texas

William Sequino
Town Manager
East Greenwich, Rhode Island

Paul Sharon
ICMA Range Rider, Florida
Former Town Manager
Ashland, Massachusetts
North Andover, Massachusetts

Scot Simpson
City Administrator
River Falls, Wisconsin

Charlene Stevens
City Administrator
Willmar, Minnesota

Larry Stevens
City Manager
Edmond, Oklahoma

Bill Taylor
Field Services Manager
Municipal Association of South Carolina
Columbia, South Carolina

Michael Van Milligen
City Manager
Dubuque, Iowa

Melissa Vossmer
City Manager
Angleton, Texas

Michael Willis
General Manager
Shellharbour City Council
New South Wales, Australia

Special appreciation is extended to Tom Fountaine for serving as the negotiation section chair; Peter Herlofsky, selection section chair; and Debra Kurita, recruitment section chair. Debra Kurita deserves special recognition as she labored many hours converting writing styles and formats into one consistent, easy-to-read document. On behalf of ICMA, I am grateful for the active engagement of each Task Force member. Special thanks to Jared Dailey of the ICMA staff, who assisted in the overall coordination of the Task Force.

It is the hope of the Task Force that this guidebook is promoted and distributed to those who are in the environment to hire a chief administrator for a community. To the governing body representatives who use this guidebook, we thank you for your service to your communities and wish you every success in finding the professional local government manager to help you guide your community to be the best it can be.

In closing, it has been my privilege to have served as the chair of this Task Force.

Bonnie Svrcek
Deputy City Manager
Lynchburg, Virginia

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1. Introduction

"Thousands of decisions are made every day in cities, towns, and counties that determine our quality of life.... Professional managers craft the plans and make the decisions that transform good communities into great ones."

—International City/County Management Association (ICMA)

Selecting a chief administrator is perhaps the most important decision that elected local officials will make for their community.

This guidebook was created by experienced, seasoned local government managers. It is designed to help elected officials, human resource professionals, local government staff, and professional executive search firms navigate the recruitment, selection, and negotiation processes to find the individual who is best suited to serve as the chief administrator. The chief administrator is like an orchestra conductor, directing and managing a team of professional, administrative, and field staff while interpreting and working toward the goals and objectives of the community's elected officials.

This guidebook offers best practices that will be most meaningful to you and your community in selecting a chief administrator. Because all communities, governing bodies, and chief administrators are not the same, this is not a "one size fits all" guidebook. Nevertheless, the local government managers who created this document are firmly committed to the ICMA Code of Ethics, which is a non-negotiable foundation for professional local government management, and strongly recommends that the hiring governing body use the Code of Ethics as a tool in its search for a professional local government manager. Herein, we explain recruitment choices and the selection processes to fit the unique size, culture, and dynamics of an individual community. Topics include provisions for interim management; the spectrum of resources available to assist in the recruiting process; applications, communications with applicants, and interviews; compensation; and transition. The appendices provide the ICMA Code of Ethics, ICMA Compensation Guidelines, a directory of professional organizations that are likely places advertise for a chief administrator, potential interview questions, the do's and don'ts of applicant relations, and the ICMA Model Employment Agreement. Using this guidebook can make recruiting and selecting a new chief administrator a positive, enjoyable, and unifying experience for you and your colleagues as elected officials.

As you use this resource, you will see highlighted in the margins important points for selecting the best individual for the position.

When faced with an upcoming or immediate vacancy in the chief administrator position, the governing body must quickly address the following questions:

- What should we do to ensure that the affairs of the local government are properly administered until a new chief administrator is selected and on board?
- How do we conduct a recruitment to fill the vacancy?

The following material provides tips and guidelines on the processes that the governing body needs to employ to successfully answer these questions. It identifies and discusses the key elements of managing the organization between the time that one chief administrator departs and another arrives, as well as the major decision points in conducting the recruitment, selection, and negotiation processes for appointing the new chief administrator.

Professional local government managers are committed to

- Serving as stewards of representative democracy
- Practicing the highest standards of honesty and integrity in local governance, as expressed through ICMA's Code of Ethics
- Building sustainable communities as a core responsibility
- Networking and exchanging knowledge and skills across international boundaries
- Lifelong learning and professional development
- Financial integrity and responsibility for management of the community
- Implementing best management practices.

2. Managing the Organization during Recruitment

The governing body must act thoughtfully and deliberately in determining how to ensure that the operations of the local government are properly managed during the period before a permanent chief administrator is selected and on the job. When faced with a vacancy in the chief administrator position, the governing body needs time to carefully consider the qualities, expertise, and experience it hopes to find in a new administrator and to use the agreed-upon criteria to develop the administrator profile. It then needs sufficient time to recruit and select the best possible successor who meets these criteria. While that is happening, however, it is important that the governing body identify a professional who will act as the chief administrator and properly manage local government operations while the recruitment processis underway.

Major Decision Point: Appointing an Interim Administrator

If the vacancy is the result of a planned retirement, the governing body may consider asking the current administrator to continue leading the organization for a short period of time on a contract basis. Alternatively, the governing body may elect to consult with the outgoing administrator regarding possible staff members who could fill this role.

In some cases, the members of the governing body may agree that they have confidence in a specific staff person. If there is an assistant administrator, for example, the governing body may appoint that person as interim administrator. If this assistant will be considered for the permanent position, the appointment as interim administrator will provide the elected officials with an opportunity to observe firsthand how the assistant handles the job. Another option is to appoint an assistant or department director (who will not be a candidate for the position); someone who is mature, seasoned, competent and respected by fellow employees.

Should the governing body determine that there is no one on staff who it can or wants to appoint as the interim administrator, it may decide to retain the services of a retired administrator or an administrator who is between jobs. State associations, municipal leagues, or ICMA Range Riders are resources for identifying potential interim administrators.

The governing body should publicly announce the appointment of the interim chief administrator. Regardless of who is appointed, it should be made clear to all local government officials and staff that the interim chief administrator is responsible for implementing governing body policy and overseeing operations. It should also
be made clear that if the interim administrator is ultimately selected to fill the position permanently, it will be because that person has proven to be the best among all the applicants.

Interim Management: The Governing Body's Role

Obviously, the local government must continue to operate during the interim between the departure of the current chief administrator and the appointment of the new one. The governing body and interim management team should do whatever is necessary to make sure that important projects and service delivery continue to move forward. It is important to reiterate that the governing body has the responsibility to make it clear to the staff and community that the interim administrator is in charge of the organization's operations.

The governing body should consider deferring new initiatives, when possible, until the new administrator is appointed and on the job. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department director position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used to pique the interest of potential applicants during the recruitment process.

Although it is not desirable for the governing body to immerse itself in the administrative affairs of the local government, its members should be briefed about current organizational problems and the status of important projects before the current administrator leaves, if possible. In this way, the governing body may monitor progress on important matters, provide direction, and set priorities for the person selected as interim administrator.

3. Initiating the Recruitment

The governing body should initiate the recruitment process immediately after the official decision has been made regarding resignation, retirement, or termination. Failure to do so can potentially generate rumors within the community by various interested parties who may attempt to exert pressure on members to quickly fill the vacancy. The members of the governing body must bear in mind that an impulsive response to this pressure can be divisive for them and can damage their credibility. They must take charge of the recruitment: they must determine the process that will be used to recruit and select the best administrator, and make that decision clear to all concerned.

There may be a number of special circumstances that influence the approach and timing used to recruit a new chief administrator. The following examples provide some tips for addressing those circumstances:

- Vacancy due to the chief administrator's termination or resignation under pressure. If the position is vacant because the former administrator was terminated or forced to resign, neither the local government nor the former administrator will benefit from a public quarrel. It is far better for all concerned to mutually decide on a timetable for the administrator's departure. If this departure is handled professionally and in a mutually respectful manner, there is less likelihood for controversy and ill will to arise around the issues of the separation. Further, and from a recruiting standpoint, handling a difficult situation well will enhance the local government's image and thus its ability to attract quality applicants.
- Vacancy occurring prior to an election. Occasionally, a governing body will delay initiating the recruitment process because an election is pending. But even in the face of an election, it should prepare for the process by developing the administrator profile (described in full later in this document) and determining how the recruitment will be conducted so as to reduce the time lapse between the departure of one administrator and arrival of another.
- Vacancies due to newly adopted council-manager form of government. If the position is vacant because voters either just approved the formation of or adopted a change to the council-manager form of government, the beginning of the search for a new chief administrator will depend on when the change becomes effective. Depending on the circumstances, it may be possible to have applications on file by the time the new members of the governing body are sworn in. In any case, the recruitment process should be initiated as soon as possible.

4. Conducting the Recruitment

There are several major elements and decision points in the recruitment process. This section of the handbook provides tips and guidelines for the governing body in determining the approach to use in this part of the process.

The governing body has three major choices for conducting the recruitment. It can:

- Conduct the recruitment in-house
- Retain an outside party to conduct the recruitment
- Use a hybrid approach and conduct the recruitment in conjunction with an outside party.

In-House Expertise Method: Recruitments Conducted by the Local Government

If the governing body chooses to conduct the recruitment in-house, it should be with the understanding that the task will be time-consuming and complex. The governing body may also have to decide whether to conduct the process as a body, delegate the responsibility to the chairperson, or assign the task to a committee of its members. If it elects to delegate the responsibility to one or more of its members, it must be sure to select people who are well respected and have the time to provide the necessary leadership and follow-through.

To provide support in the process, the governing body should seek the assistance of the local government's human resources officer and municipal attorney. In conducting the recruitment in-house, staff can work with the governing body to develop the administrator profile and design an effective and legal recruitment and selection process. Staff can also be responsible for the administrative tasks of placing advertisements, collecting résumés, and scheduling interviews. However, the governing body or its delegated members will approve the selection of the final candidates and conduct the interviews, and, of course, the body as a whole will make the final selection. In this scenario, staff serve as a resource throughout the entire recruitment process.

Outside Expertise Method: Recruitments Conducted with an Outside Party

The governing body can retain an outside party to conduct the recruitment. In some cases the interim or a retired administrator may be asked to coordinate the recruitment process. More often, however, the governing body will contract with a firm that specializes in providing executive search assistance.

When using an executive search firm, the governing body plays an active role in the process. It develops the administrator profile, approves the selection of the applicants, interviews the candidates, and, of course, makes the final selection. The benefit of using an executive search firm is the expertise that the firm brings to the process and its ability to coordinate the recruitment.

Typically the executive search firm begins by meeting with the elected officials either individually or as a group to help them develop the administrator profile. It is the firm's responsibility to facilitate these discussions and help the governing body reach a consensus. After this matter has been settled, the firm coordinates the overall process and assumes responsibility for all tasks until it is time for the elected body to select and interview candidates. During this process, the firm updates the governing body, keeping the members informed of its progress. As the firm will be responsible for all the administrative details, the role of the staff is usually limited to providing information about the local government and coordinating with the firm.

Governing bodies that use an outside service should ensure that a reputable firm, one familiar with the special requirements of local government management, is selected. The experience of the firm should be checked through contact with references—in particular, representatives of local governments that have used its services. Further, the governing body should be fully aware of the costs and benefits when deciding whether to use outside expertise.

Hybrid Method: In-House in Conjunction with Outside Party

In the third alternative, the governing body can conduct the recruitment in-house and supplement the process, where necessary, with assistance from an executive search firm or another outside source, such as an the ICMA Range Rider.

In some cases, the governing body may seek assistance at the beginning of the process to facilitate the discussion, develop the administrator profile, and determine the structure of the recruitment process. In other cases, local government officials may initiate the process in-house by developing the profile and advertising for the vacancy, and they may then use an outside source to help review résumés, conduct reference checks, and structure the interview process. This alternative may be most appropriate if cost is a concern; however, because it also presents opportunities for lapses in communication, the exact responsibilities of each party must be clarified in a written agreement.

5. Key Elements of the Recruitment Framework

Regardless of the method chosen for conducting the recruitment, the governing body must develop a framework for the recruitment process. It must agree at the outset on a number of key issues critical to the success of the recruitment, including criteria for the administrator profile, compensation range and components, and timing and geographic scope of the search.

Major Decision Point: Development of an Administrator Profile

The most significant decision point for the governing body in the recruitment of a new administrator is to define what the members are looking for—that is, to create the administrator profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria, can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and leadership style to be successful in the position.

The governing body should begin with a survey of its needs and those of the organization. To determine the needs of the organization, the governing body should invite input from the department directors. Items to be considered include size of the local government, composition of the community, services provided, and overall objectives and priorities of the governing body. The work experience, skills, and expertise of the candidates must relate to these factors. The governing body should also consider both the "nuts-and-bolts" skills and abilities, such as budgeting, human resources, and technological know-how, and the "soft" skills, such as the ability to work with people and to lead an organization. These criteria will form the basis for reviewing résumés, selecting finalists, and making a hiring decision.

Unless the governing body can come to consensus on these criteria, it may be difficult to find the right candidate. By reaching consensus, however, the governing body will be better able to inform the applicants on what it is looking for in a chief administrator.

Developing the administrator profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, the community, and the organization.

> The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. For more information, visit www.icma.org/en/icma/members/credentialing.

Decision Point: Community Engagement in Administrator Profile

The governing body must decide whether to engage community members or committees in the recruitment process. In most cases, the local government assumes responsibility for the recruitment and conducts the process without involving members of the community.

In some cases, however, a governing body may seek input from community members or committees when developing the administrator profile. This not only allows the community to be part of the process but also may provide the governing body with a better understanding of the role of the administrator. Depending on the method that the governing body uses to conduct the recruitment, gathering input from the community would be facilitated by staff, the outside recruiter, or the elected officials.

Although community input will be valuable, the governing body will ultimately determine the qualities and experiences to be incorporated into the administrator profile, and this should be clearly communicated to the community. It is, after all, to the governing body that the new administrator will be directly reporting.

Major Decision Point: Administrator Compensation

Another critical element to be considered at the outset of the recruitment process is administrator compensation. It is important for the local government to have

Governing bodies need to be very alert to the dangers of either hiring a clone of the outgoing administrator, assuming that person is leaving on good terms, or a polar opposite, assuming that person is leaving on less than good terms. The importance of evaluating the current needs of the governing body and locality cannot be overstated.

some general understanding of the acceptable salary range, but it is also important to have some flexibility. Some local governments identify a range; others provide the salary of the current administrator as an indicator; and still others may leave the salary open, to be commensurate with the new hire's background and experience. The governing body will also determine other components of the administrator's compensation, such as deferred compensation, vacation accrual, and professional development allowances.

It is important for the governing body to make clear that it wants the best administrator it can find. In general, potential applicants for the position will want to have some indication of the salary range and compensation package. But that will be only one of many factors that they will use in deciding whether to apply.

ICMA has developed compensation guidelines for negotiating salary and benefits for local government positions. These guidelines are provided in Appendix B and are also available online at www.icma.org/compensationguidelines. The actual compensation package will be negotiated with the final candidate at the conclusion of the recruitment process.

Schedule

Since top candidates often view applying for a new job as a major career decision, it is important that they have adequate time to consider the opportunity, discuss it with their families, and prepare an appropriate résumé. Similarly, the governing body, staff, or executive recruitment firm needs sufficient time to review résumés and conduct reference checks to ensure that good candidates are not overlooked and that finalists meet the desired qualifications. It cannot be overemphasized that the recruitment should move forward expeditiously while also allowing adequate time for a thorough and comprehensive search.

The timing of the recruitment can sometimes be affected by publication deadlines, which are important in terms of properly advertising the vacant position. An ideal timetable would provide at least sixty days from the start of the recruitment to the deadline for submitting résumés; thirty days to review résumés, conduct background checks, interview candidates, and make a final selection; and at least thirty days for the new administrator to relocate. To maximize flexibility in the process, the governing body may advertise the position with an "open until filled" statement.

Profile: Impact of Special Circumstances:

As the governing body decides on the criteria for the administrator profile, three types of situations should receive special consideration:

1. A local government that has just changed its form of government will ordinarily need an administrator who can inspire local government officials with the enthusiasm needed to implement the new structure. A first administrator in a new structure should be adept at public relations and at establishing relationships with incumbent officials and employees.
2. When an administrator has been dismissed or has resigned under pressure, the governing body tends to look for strengths in areas in which the outgoing administrator showed weaknesses. There are dangers, however, in overcompensating for qualities that have led to dissatisfaction. If the outgoing administrator gave too much freedom to subordinates, for example, suddenly changing to a strong disciplinarian might result in antagonisms that would only lead to further problems. Sometimes a new administrator will be confronted with major problems that must be addressed immediately. If such a situation is anticipated, the governing body should make these circumstances known to any applicant who is being seriously considered.
3. When a popular administrator retires or moves to another local government, the governing body may ask for this person's assistance in the search for a successor. However, the governing body should not overlook the possible need for new strengths or different qualities.

Geographic Scope

Another factor to consider in determining the recruitment framework is the geographic scope: should the search be nationwide, statewide, or regional? A broad geographic search may attract more applicants who have demonstrated an ability to manage in a complex urban environment. On the other hand, a focus on the local government's state or region may provide applicants who have a better understanding of and orientation to local problems, legal issues, financing alternatives, and similar matters. In any event, the new administrator will provide a fresh perspective on the issues and challenges facing the community and the organization.

From the applicant's perspective, it is assumed that the local government is looking for the best candidate and that all résumés, regardless of where the applicant currently works, will be reviewed carefully. The determination of the scope of the recruitment will influence the advertising and outreach strategies used.

Advertising and Outreach Strategies

In order to generate a sufficient and diverse pool of qualified applicants, the governing body should develop advertising and outreach strategies.

Advertising Campaign It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be extensive or expensive. Most local governments, for example, avoid advertising for an administrator in general circulation newspapers unless there is a local requirement to the contrary; this is an expensive form of advertising that does not reach the targeted audience.

More effective vehicles for advertising for chief administrators can be found with organizations that are directly related to local government. In addition to ICMA, the following sources should be considered:

- National League of Cities
- National Association of Counties
- National Association of County Administrators
- National Forum for Black Public Administrators
- International Hispanic Network
- American Society for Public Administration.

Resources at the state level include state municipal leagues, county associations, and municipal assistants organizations. Many of these organizations publish newsletters or magazines and have a online presence; the subscribers to these resources are the men and women in the public administration and local government management professions. Addresses and websites for these resources are listed in Appendix C.

Local governments have some flexibility when preparing and placing advertisements, but at a minimum, the advertisement should include the following:

- Title of the vacant position
- Name of the local government
- Population of the local government
- Amounts of the operating and capital budgets
- Number of full-time employees
- Services provided
- Statement regarding the compensation package
- Filing deadline, including any special items of information desired such as current salary and work-related references
- A brief description of key areas of interest and desirable experience and qualifications (or a reference or email link to the administrator profile)
- Indication of whether residency is required
- A timetable indicating the principal steps and timeframe for the overall recruitment
- Where and to whom to send résumés with a notation as to whether email submittals are acceptable or required
- Website of the local government.

It should be noted that some publications permit the use of display ads that incorporate the local government logo and/or graphics within an innovative format.

In addition to the advertisement, the governing body, through the staff or the executive recruiter, will usually develop a printed brochure that describes the community, the organization, and the position, as well as providing the administrator profile and the governing body's key goals and objectives.

Outreach Strategy While advertising can generate outstanding applicants and the local government should look closely at all received résumés, the governing body should supplement the advertising campaign by identifying an outreach strategy to ensure that the search extends to the widest possible pool of qualified applicants. The outreach strategy may have a num-

ber of approaches for attracting external candidates, encouraging superior internal candidates to apply, and promoting diversity in the applicant pool.

For External Applicants Useful sources of information about potential external candidates include the current administrator, former and retired administrators, members of the local government, local government officials in adjacent communities, executive directors of state leagues, directors of university public administration programs, leaders of regional municipal assistants, and ICMA Range Riders.

When determining an outreach strategy, the governing body, in conjunction with staff or the recruiter, could consider sending letters to identified individuals advising them of the opening and inviting them to send a résumé if they are interested in the position. The correspondence should include a basic package of information describing the local government and the vacant position. For the purposes of confidentiality, all correspondence should either be sent to the applicant's private residence or marked "Personal and Confidential" if sent to the workplace.

Shortly after the letter has been mailed, a follow-up telephone call should be made to confirm that the correspondence was received, assure the recipient that it was not a form letter, indicate why the position may be a good career opportunity, and answer questions. The same deadline for submitting résumés should be used in both the advertisements and the supplemental letters of invitation.

For Internal Applicants The local government should be sure to inform its employees of the vacancy and of how and when to apply. The governing body itself may directly invite one or more employees, such as the assistant city administrator or a department director, to submit a résumé, or it may do so indirectly through staff or the executive recruiter. Whether in-house applicants are solicited or apply on their own, it is important that they be treated in the same manner as other applicants.

It should be made clear that if an in-house applicant is ultimately selected, it is because the governing body has determined that the candidate was the best choice of all those who applied. While most applicants will receive written notification of their status, the governing body may decide to talk personally with any in-house applicant who was not selected in order to provide good communication with staff, maintain morale, and help ensure an orderly and positive transition.

For Diversity of Applicants Development of a strategy to generate a diverse applicant pool helps to ensure a broad cross-section of candidates. A rich pool with applicants of both sexes and from different races and ethnic backgrounds is beneficial because the chosen candidate will likely bring a different perspective to the organization. Having diversity within a local government can enhance the organization's overall responsiveness to an increasingly more diverse spectrum of residents, improve its relations with surrounding communities, increase its ability to manage change, and expand its creativity.

In addition, the governing body may develop an outreach strategy to encourage the participation of applicants from diverse professional backgrounds. Organizations large and small use executive members of their staff on various levels, and there is often a significant wealth of knowledge to be found among candidates who have had successful careers as assistant city administrators, as department heads, and in other management positions.

6. Key Elements of the Application Process

The application process is the point where effective screening of candidates begins. For this part of the recruitment to be successful, the governing body must proceed carefully and with considerable thought. This section addresses issues such as whether to use a standardized application form; how to provide potential applicants with key information about the position and the local government; and the importance of establishing and maintaining good relations with applicants. High-quality applicants are more likely to pursue the vacancy if the local government can portray itself as a well-run, organized, and efficient organization.

The Application Form

Most local governments prefer to ask applicants to submit a résumé in whatever format the applicant determines will be most effective, rather than a standardized application form. For the applicant, this approach provides flexibility to present past work experience in a way that relates directly to the position in question. At the same time, it permits the local government to see how the applicant organizes and presents material in a written format. The manner in which materials are prepared can be an indication of real interest in the position.

A standardized application form is not recommended in recruitments for the governing body's top administrative professional. If one is used, however, it should be easy to complete, and the information requested should be relevant to the vacant position. Regardless of the form of application, the applicant should be required to submit a cover letter and résumé.

The Local Government Information Packet

Serious applicants will not submit a résumé for consideration until they have done their homework and have satisfied themselves that the position represents a good career opportunity. Often they will seek information from local government officials about the community, the organization, and the position.

This is one of the first contacts that will form an impression of the local government on the potential applicant. If the impression created is that the recruitment is well organized, that the local government officials know what they are looking for and are consistent in the message, and that sufficient information about the locality is easily obtained, potential applicants are more likely to form a positive image of the position and the governing body in deciding whether to apply.

To help disseminate the same information to all applicants, the governing body could put together a packet of information that includes:

1. A copy of the outreach brochure or other documents that provide the criteria for the position, indicating key objectives and priorities and the administrator profile
2. Ordinance or charter requirements if they contain significant or unusual provisions regarding the position
3. Summary information about the local government, including organizational structure, personnel practices, number of employees, services provided, and budget data
4. Information about the community in the form of a chamber of commerce brochure or similar publication, if such is attractively prepared and available
5. Websites that contain information on the local government and community
6. The name, phone number, and e-mail address of a contact person.

> Two critical elements of applicant relations are important to stress: keeping the candidates informed of the status of the process and maintaining confidentiality.

Applicant Relations

Appendix E in this handbook provides some basic do's and don'ts regarding applicant relations and the recruitment process. The two key areas that are important to stress are candidate status notification and confidentiality.

There is no faster way to damage the image of the local government and to lose good applicants than to violate the trust or assurance that was given regarding confidentiality.

Candidate Status Notification As a rule, it is important to engage in the simple and courteous steps of acknowledging résumés as they are received and of notifying applicants of their status as the recruitment proceeds. Prompt acknowledgment of résumés is one indication that the process is being handled in a businesslike manner, and it can add to the applicant's positive impression of the organization. This acknowledgment also should inform the applicant of the recruitment timetable. Unless there are unusual or unanticipated delays, this response should be sufficient until applicants are actually notified as to their final status. To maintain confidentiality, all correspondence should be directed to the applicant's home, not business address.

Additionally, if special circumstances arise (such as a recall election) that might cause a delay in either the recruitment or the selection process, it is important to communicate any changes in the established schedule to all applicants.

Similarly, notifying all applicants as to their status, even if they are not selected as finalists, is a basic courtesy that will affect how the candidate views the local government.

Maintaining Confidentiality Confidentiality is an important consideration in any recruitment. Present job security and long-term career opportunities could be jeopardized if an applicant's interest in another position is made public prematurely. While applicants realize that the local government will want to contact their current employers to conduct background checks and assess their job performance, they typically prefer to wait until it is clear that they are going to be considered as finalists who will be invited to the second interviews for the position.

The governing body should determine, at the outset, the extent to which the recruitment process will be confidential. The governing body, in consultation with the local government's attorney, should decide the level of confidentiality due to the varying open record and disclosure statutes between the states. If applicants' names are likely to be disclosed at any point, potential applicants should be advised so that they may take it into account in deciding whether to pursue the vacancy.

From a recruiting standpoint, assurance of confidentiality will result in more applications being submitted, particularly from those who are currently employed elsewhere. As confidentiality is important to both parties, such assurances should be honored, and applicants should be given adequate time to notify their current employers before those employers are contacted by the recruiting local government.

7. The Role of the Media in the Recruitment Process

Members of the media will obviously have an interest in the recruitment process and their involvement will be dictated in part by state law and in part by tradition. At the outset, local government officials should brief the media on the timing and steps involved in the overall process. After the deadline has passed for submitting résumés, the governing body may decide to brief the media and the community on the overall response.

As the confidentiality of résumés is a major concern in any recruitment and can significantly affect the number and quality of résumés received, applicants should be apprised of any applicable state laws in this area, and the governing body, with advice from the local government's attorney, should determine what information will and will not be made available to the media.

8. The Selection Process

Once the deadline for submitting résumés has passed and all applications have been received, the selection process begins. Principal steps are as follows:

- Reviewing the applications
- Determining which candidates will be interviewed
- Interviewing the candidates
- Making the final selection.

Reviewing the Applications

The selection process begins with a review of the applications and résumés that have been submitted. Depending on how the governing body has chosen to conduct the recruitment, the participants involved in this initial review may be the body as a whole, the chief elected officer, a subcommittee of the governing body, the staff, or the executive recruitment firm. Alternatively, some local governments have used a panel of chief administrators from other local governments to serve as a screening panel. Regardless of who performs the screening, the objective of the initial review is to identify those candidates who best reflect the qualities, characteristics, experience, and areas of expertise that were defined in the administrator profile.

Major Decision Point: Determining the Candidates to Be Interviewed

The determination of the candidates to be interviewed is a significant decision point in the selection process. The objective here is to narrow the total group of applicants to a smaller group that will continue to the next step.

Initial Background Check After the group of applicants has been narrowed down to those who meet the qualifications described in the administrator profile, the list may be further refined by confirming educational credentials and conducting online checks. Such reviews should not violate the confidentiality of the applicant pool. For online checks, it is important to consider the source and avoid drawing hasty conclusions from these sources.

Selection of Candidates After the review of the résumés and the initial background check, the participants in this process should meet with the governing body as a whole to recommend which applicants should be invited to an interview. The chosen group of candidates should be large enough to expose the governing body to an array of personalities. In most cases, five to ten candidates should be selected. The governing body may also establish a secondary list of candidates who could be invited to the interview if one or more of the first group of candidates decline or are unable to continue with the process.

Informing the Candidates Once candidates have been selected, the governing body representative, the staff, or the executive recruiter should contact the each candidate by phone and do the following:

1. Inform the candidate that he or she has been selected to be interviewed and offer congratulations (the candidate should be made to feel that the governing body is pleased to have reviewed his or her résumé). At the same time, confirm the candidate's continuing interest in the position.
2. Advise the candidate of: the nature of the interview process, including date and time, number of other candidates, whether there are any in-house candidates, and when a decision is expected to be made. Indicate that all the details and information will be confirmed in a written correspondence. If email is to be used for this correspondence, confirm the candidate's email address.
3. As described in the section on applicant relations, the governing body should have already determined the extent to which the recruitment process will be confidential. At this point, the candidate should be advised if the names of candidates are to be made public and be given the opportunity to withdraw.
1. Confirm that the candidate has received the information package provided during the application process. Indicate that a supplemental package with more detailed information will be provided directly to the candidate's home in advance of the interview. The supplemental package may include:

- A list of governing body members and their occupations
- Copies of meeting minutes from the past several months
- The general or comprehensive plan and land use maps
- The most recent budget
- A recent bond prospectus
- Any other material that would be of particular relevance, given the goals and objectives of the local government and the criteria for the position.

As an alternative to a paper package of information, the candidates can be directed to the locality's website for such information.

5. Confirm local government policy on reimbursement of expenses incurred in conjunction with the interview. Many local governments reimburse candidates for all out-of-pocket expenses, including reasonable transportation, room, and board. ("Reasonable" is intended to eliminate first-class airline tickets, four-star hotels, and gourmet restaurants.)

Such reimbursement of expenses is another way that the local government can demonstrate its interest in the candidate. It reinforces the positive nature of the recruitment process and is sometimes a factor in whether the candidate is able to attend. Should there be strong reluctance on the part of the governing body to reimburse all expenses, the local government can share expenses with the candidate or can agree to reimburse all expenses incurred after the first trip.

The local government staff can offer to handle all reservations, transportation, and related matters, but this can be cumbersome and time-consuming. In most cases, the local government confirms the time and place and lets the candidate make his or her own arrangements. The candidates usually prefer this approach as well.

Interviewing the Candidates

Most local governments use the interview approach for selecting the chief administrator. In this approach, the governing body will meet as a whole with each individual candidate. As the initial interview is usually limited to an hour, a second interview with one or more of the finalists is generally incorporated into the process.

Initial Interview The following provides important guidelines for conducting the initial interview.

Structure of the Interview The interview process should be well organized in a comfortable setting for both parties that invites open and relaxed discussions. This element of the process is generally not considered a public meeting, although the governing body, staff, or executive recruiter should consult with the city's legal advisor to ensure that all requisite notices are sent and other legal requirements are met.

All members of the governing body should participate in the interview with one member, usually the chair, designated as the discussion leader. This interview should last at least an hour as it is difficult to pursue a range of questions in less time. Further, all candidates anticipate and deserve an opportunity to present their qualifications to the governing body and describe their interest in the position. It is important to realize that the interview process not only provides the governing body with an opportunity to improve its knowledge of the candidate but also influences the candidate's interest in the position.

As part of the initial interview, the governing body may want to include a comprehensive tour of the community. A trusted senior staff person would be a likely tour guide.

Content of the Interview Questions During the first interview, the governing body will question the candidate about a variety of matters, such as overall work experience, specific accomplishments, career objectives, alternative approaches to practical problems faced by the local government, and similar matters. A list of potential questions is provided in Appendix D.

The interview also gives the candidate an opportunity to evaluate the governing body as a group and to ask questions. An important issue to discuss during the interview is the governing body's working relationship with the administrator, clarifying all roles and responsibilities.

During the formal and any informal meetings between the governing body and the candidates, discussions and questions should focus on the criteria for the position that were established at the outset of the recruiting process. Obviously, discussions should stay within acceptable legal parameters and should not include references to politics, religion, age, racial origin, and sexual preferences.

When the initial interview process is over, the governing body should avoid impulsive action but rather take whatever time is necessary to arrive at a comfortable and well-reasoned decision. At this point, either one person has emerged as the clear choice of the

governing body; or, more likely, the pool of candidates has been narrowed down to two or three individuals that the governing body would like to further pursue. In most cases, the process will involve a second interview of this smaller group of finalists. However, if there is one clear choice, please refer to the section entitled "Making the Final Selection."

Second Interview If, after the initial interview, there are two or three candidates that the governing body would like to further consider, a couple of options exist for setting up a second interview:

1. The governing body may invite the finalists back for a second, more in-depth interview, coupled perhaps with some sort of community function. This arrangement often provides the governing body with the insight needed to make a final decision.
2. The governing body may invite the finalists back for a second, more in-depth interview, coupled with an opportunity for community leaders and/or staff to provide input into the selection of the chief administrator.

In either case, finalists should be notified of their status, congratulated for being among the select few who will be further considered, informed of the process, and asked for permission for the governing body to conduct reference checks.

Reference Checks As the governing body is now deciding between two or three qualified candidates, it is important at this point to conduct reference checks that provide additional information on which to base the decision. References should be checked to learn about each finalist's ability to work effectively with people, to develop a more complete understanding of the finalist's work experience and specific accomplishments, and to see if the finalist's qualifications match the profile for the position. The following suggestions are important for ensuring consistency and thoroughness when conducting reference checks:

- The reference checks may be performed by members of the governing body, staff, or executive recruitment firm. In general, however, it is advisable to limit the number of people performing the checks to one or two. It may be difficult, depending on the number of candidates, to have one person perform all the reference checks, especially if there are three references for each candidate. Further, it can be helpful if two people compare notes on the same candidates.
- Be consistent in discussing issues with and asking questions of each candidate in order to provide a good basis for comparison.
- Contact enough people to ensure a consistent reading as to the candidate's strengths and weaknesses. If a reference can say only good things about the candidate, he or she should be asked directly what weaknesses the candidate has.

Decision Point: Inviting the Candidate's Spouse/Partner While the focus of the recruitment is on the chief administrator, the governing body may formally invite the candidate's spouse/partner to the community during the interview process. Generally, this type of invitation occurs only after the first interview process has narrowed the group of candidates down to the top two or three. The spouse/partner should never be included in the formal interview process, nor made to feel as if he or she is being interrogated in any way.

If the governing body formally invites the spouse/partner to accompany the candidate, it is important that this part of the process be as well organized as all the other parts that concern the candidate directly. Here, too, an important impression about the community is being made. The interests of the spouse/partner should be carefully determined and accommodated.

On the other hand, the governing body may use an informal, non-structured approach to the involvement of the spouse/partner. Understanding that a candidate may bring his or her spouse/partner along to explore the community as a possible future home, the governing body may consider having a packet of relevant community information available.

Decision Point: Community Involvement The governing body must decide whether to involve community members or committees in the interview process. In most cases, the local government assumes responsibility for the interviews and conducts the process of selecting the new chief administrator without the involvement of members of the community.

In some cases, however, governing bodies have chosen to supplement the usual discussion between members and finalists by inviting community leaders to participate. For example, finalists may meet with selected community leaders to answer questions and receive their input on matters they consider important to the local government. If this option is taken, the purpose of the meeting should be made clear to all involved. Both the finalist and the community members

should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the community group will also be involved in the actual selection process. In the latter case, although the input from the community will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Decision Point: Staff Involvement The governing body must also decide whether to involve staff members in the interview process. It may choose to supplement the usual discussion between members and finalists by inviting staff members to participate. For example, finalists may meet with selected department directors to answer questions and review departmental operations in more detail.

If this option is taken, its purpose should be made clear to all involved. Both the finalist and the staff members should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the group will also be involved in the selection process. In the latter case, although the input from the staff will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Major Decision Point: Making the Final Selection

After the second interviews, there should be one person who is the clear first choice of the majority, if not all, of the governing body. It is important to both the governing body and the potential new hire that the decision be unanimous, if possible. A unanimous vote from the governing body demonstrates a commitment of support to the new chief administrator and sends a positive message to both the organization and the community. If the governing body is divided on the appointment and the decision is not unanimous, however, the chosen finalist should be advised of this prior to accepting the position.

> It is important that the vote for the new chief administrator be unanimous, if possible. This sends a positive message to the organization and the community.

Once the selection has been made, the governing body, staff, or executive recruiter should contact the finalist, confirm his or her willingness to accept the position, and obtain permission to conduct a very thorough background check, which will be performed by an outside party. This process includes interviews with individuals in the candidate's current community, an investigation into possible criminal history, and a credit check, which requires the candidate's consent.

Another element of this final selection process may include some or all of the members of the governing body making an on-site visit to the finalist's current community. Often finalists insist that an agreement regarding terms and conditions of employment be agreed upon before being open to a site visit.

Once the governing body is satisfied with the results of that process, it may inform the finalist and move ahead to put together a total compensation package and discuss other related arrangements. However, if the governing body is unable to satisfactorily conclude negotiations with its first choice, it may need to engage in discussions with one of the other finalists. Thus, it should refrain from notifying the other finalists until all arrangements have been finalized with the first-choice candidate.

From a public image standpoint, it is imperative that all candidates learn about the final selection from the governing body or its representative, as opposed to hearing about it from a third party or reading about it online or in a newsletter or professional publication. A representative from the governing body, staff, or executive recruitment firm should personally contact the runners-up prior to or at the same time that a news release about the appointment is issued.

9. The Negotiation Process

Once the local government has made its decision and the finalist has indicated a willingness to serve as the chief administrator, a number of final arrangements must be completed. These include negotiating a compensation package and completing transition activities. Only after these arrangements are concluded can the new chief administrator relocate and begin work for the community.

Preparation for Negotiation

The governing body needs to ensure that relations with the new administrator get off to a good start. At this point, nothing should happen that causes the new administrator to reconsider.

It is important that the governing body identify a single individual to act as the negotiator for the local government. Depending on the approach that the governing body has selected, the negotiator may be a member of the governing body; a member of the staff, such as the interim chief administrator or the municipal attorney; or the executive recruiter. The following are important guidelines regarding the structure of the negotiations:

1. The atmosphere should be friendly and relaxed.
2. The negotiator should be flexible. Negotiating implies a willingness to consider options and alternatives in pursuit of an acceptable package. There may well be more than one way to meet the financial objectives of the new administrator.
3. The governing body should be realistic. No matter how beautiful and desirable the community or position may be, the finalist is unlikely to accept the new position without an increase in pay over his or her present salary.

Major Decision Point: Negotiating Compensation

In compensation negotiations, base salary is a good place to start. The ICMA Compensation Guidelines, which are provided in Appendix B, are a good source of information to help with this part of the process. The person conducting the negotiation on behalf of the local government should keep the following questions in mind:

> The governing body should rely on a single individual to handle its part of the negotiation process. The process should be friendly and relaxed; the negotiator should be flexible; and the governing body should be realistic in its guidelines to the negotiator.

1. Ultimately, what salary will be acceptable to the governing body?
2. What is the bargaining range?
3. What is the current salary of the applicant?
4. What type of salary and total compensation package did the candidate discuss during the interview?

ICMA, the National Association of Counties, and state leagues of cities and counties are sources of information on the salaries of local government administrators around the country. Prior to initiating negotiations, the governing body should compare its salary range with that of other governing bodies in same region of the country.

Elements of Total Compensation Elements of a total compensation package typically include:

- Base salary
- Deferred compensation
- Severance pay
- Use of government car or car allowance
- Use of technology or technology allowance
- Retirement plan
- Medical and other insurance (dental, optical, life, disability)
- Vacation accrual

- Holidays
- Sick leave accrual
- Membership dues, conference, and professional development attendance fees.

Before the negotiation begins, the governing body should ask the candidate to provide a written itemization of his or her current total compensation. After receiving this information, the person negotiating on behalf of the governing body should outline a proposed package and provide it to the candidate. Usually there will be no negotiation on those benefits that are similar among local governments, such as medical insurance and holidays. The variables most often relate to base salary and particular financial objectives, such as deferred compensation, health insurance, and requirements to join a state retirement system.

The proposed compensation package should (1) leave the individual whole on basic benefits, (2) provide an appropriate step forward in cash-related benefits, (3) ensure an increase in take-home pay, and (4) deal with any particular financial objectives that the new administrator may have.

Noncompensation Elements During the negotiations, some issues will arise that do not relate to the total compensation package but may well have significant financial implications for both the local government and the new administrator. Both parties need to be flexible and realistic in dealing with these issues:

- **Relocation expenses:** It is common for local governments to pay the one-time cost of relocating the administrator and his or her family and household furnishings to the new local government. Sometimes both parties agree on a "not-to-exceed" figure based on estimates from moving companies.
- **Temporary housing:** An allowance for temporary housing is usually provided until the new administrator is able to sell his or her former home and/or relocate his or her family. Typically, this amount is sufficient to cover the cost of a modern furnished apartment or condominium. Again, both parties may agree to a fixed time period or amount.
- **Commuting expenses:** As with temporary housing, the local government often will agree to reimburse the administrator for periodic family visits or for the spouse/partner to visit for house-hunting purposes.
- **Housing assistance:** Regional variations in the cost of housing or housing financing can complicate the negotiations. There is considerable precedent for local governments—using appropriate safeguards and limits—to assist in the purchase and/or financing of housing for the new administrator. A variety of options exist, including a loan or a salary supplement.

Employment Agreements It is in the interests of both the community and the chief administrator to have a written summary of the terms and conditions of employment to which both parties have agreed. The stable working situation created by such an agreement helps to attract and keep top-flight administrators in a generally mobile profession. ICMA recommends the use of employment agreements because the detailing of salary, benefits, and other conditions of the administrator's job puts those items where they belong—in a contract where both parties can know what is expected—and removes them from the daily agenda of the chief administrator and members of the governing body.

While such an agreement usually does not refer to a specific term of employment and permits either the governing body or the chief administrator to terminate for cause or at will, it should include a section providing the administrator with severance pay for a fixed period of time if he or she is terminated. This provides important personal and professional security for local government chief administrators, as they have the rather unique situation of working at the pleasure of the governing body with the possibility of dismissal for any reason at any time.

While not a lengthy legal document, the employment agreement is usually drafted by the local government's attorney. The new administrator is often given an opportunity to prepare a first draft for consideration. If an employment agreement is not used, a formal letter of understanding, at a minimum, should be prepared.

As a final note on this process, the governing body should be prepared for the possibility that it will be unable to reach agreement on compensation or other matters with the first-choice candidate. In these instances, the governing body typically enters into negotiations with its second-choice candidate. As indicated previously, once an agreement has been finalized, all other candidates should be promptly notified that they were not selected.

10. The Transition Process

After the governing body and new chief administrator have reached agreement on the issues of compensation, starting date, and method and timing of announcing the selection to both the community and the administrator's former local government, the transition process begins.

Announcing the Selection

The announcement of the selection should be well planned and coordinated between the governing body and new chief administrator. Two factors should precede any formal announcement of the appointment:

- The successful candidate has formally accepted the position and the negotiations have been concluded; and
- The successful candidate has been given the opportunity to notify his or her current governing body about the appointment.

This public announcement should be coordinated carefully to recognize the instantaneous nature of electronic communication.

Additional Elements

Additional elements that the governing body may employ to ensure a smooth transition for the new chief administrator are as follows:

- General assistance: For a smooth transition, the local government should offer whatever general assistance the new administrator might need in moving, such as introductions to realtors and bankers and support to the spouse/partner in finding suitable employment.
- Orientation meetings: The governing body should arrange to introduce the new chief administrator to department heads and local government staff. While the new administrator may have met some of these individuals during the interview process, a special meeting or reception can be a pleasant way to turn over responsibility. Similar meetings, briefing sessions, and/or receptions can be arranged to introduce the new administrator and his or her family to community groups, civic leaders, and residents in general.
- Local government work session, orientation, and review of objectives: It is desirable to have an initial work session with the new administrator to discuss and clarify initial expectations on both sides and to review goals and objectives. Even though some of these issues may have been raised during the interview process, communication from the outset can help ensure a smooth working relationship.
- Performance evaluation: Using the position's goals and objectives as a starting point, the governing body and new chief administrator should agree to an annual or semiannual review of the administrator's performance. This established and formal process helps to ensure that communication between the parties is maintained, that progress is monitored, and that goals and objectives are reviewed and refined on a regular basis.

11. Conclusion

Choosing a chief administrator can be the most significant action of the governing body. The chief administrator is a leader, coach, and chief of strategy for the staff team whose job it is to implement a vision, policy, and procedures; accomplish goals; and achieve the desired output of the organization. Similar to a chief executive officer of a Fortune 500 company, the chief administrator is also responsible for serving an elected governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Furthermore, unique to public agencies, the chief administrator oversees an organization that is focused on providing a variety of services to the community rather than on making a profit.

In addition to a very diversified portfolio of services that must be provided and interests that must be served fairly, the chief administrator is responsible for an organization that must balance its budget; provide for and encourage public input into decision making; and understand, respect, and appreciate the political environment. In summary, the position of chief administrator requires a variety of skill sets—not every person is capable of performing the role. Therefore, selecting the right person for the job is critical for the governing body and for the community.

This guidebook addresses a number of factors to consider in recruiting, selecting, negotiating, and hiring a professional local government manager. In doing so, it elaborates on the "best practices" for identifying the appropriate skills and background of a chief administrator, noting that the governing body must identify the qualities, characteristics, experience, and areas of expertise that would be found in the ideal candidate. Throughout the entire process, clear communication to staff, the community, and the media is essential for achieving the governing body's goals. In the end, the process of recruiting and selecting a chief administrator should be a positive and unifying experience, resulting in the appointment of an individual who represents and embodies the governing body's vision for the future.

ICMA and its members are resources available for providing guidance and recommendations in the recruitment of a chief administrator. With this document, we hope we have provided a basic understanding of the process involved in selecting a professional local government manager who meets the needs of the community.

Appendix A

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2018. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2018.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

TENET 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

TENET 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

TENET 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest

differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

TENET 4. Serve the best interests of the people.

GUIDELINE

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, program, and services.

TENET 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

TENET 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

TENET 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINE

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

TENET 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINE

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

TENET 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

TENET 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

TENET 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

TENET 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINE

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the

member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

Appendix B

Recommendations for Inclusiveness in Hiring

Local governments are encouraged, whether working with an executive search firm or conducting the search on their own, to recruit a complete and diverse applicant pool from which to select the best candidate. Research demonstrates that unconscious bias is present in candidate screening and recruitment processes[1]. Additionally, research has shown that more diverse groups make better decisions than homogenous groups[2]. This is as important, if not more, at the City Council/Commission level than at the teams and implementation level.

Elected officials or Policy makers set the tone for the whole organization. Strategy, guidance, and culture originate at the top, or need the approval or support of senior leadership to be successful and resilient. Ensuring that top management understands this, and even reflects this diversity in the make-up of senior team structures will lead to better and longer lasting organizational health and productivity.

Accomplishing this can be challenging given our individual or collective unconscious biases, so hiring bodies and recruiters need to be more intentional in unwinding or mitigating those biases to ensure an effective recruitment. There are a variety of ways to begin this and signaling this intent to candidates can also lead to a greater, and stronger, applicant pool. Ideas like blind screening—removing identifiable details from applicant resumes including age, gender, educational institution, year of graduation, and even name is growing in use.

Below are five key recommendations to help your community maximize the talent pool and get the best candidate for your management position from as diverse a pool as possible:

1. Connect with a variety of advertising opportunities to ensure your position is advertised widely, including partner and affinity organizations related to the national or state associations of managers;
2. Collect recruitment demographics on your applicant pool, and analyze to ensure you have a cross-section of experiences and backgrounds included—consider a blind screening process for your initial resume review;
3. Aim for a roster of finalists that includes representation of race, ethnicity, and gender proportionality similar to your community's makeup—if the final roster is not closely aligned with community demographics, review your recruiting process to see where there may be gaps;
4. Develop a list of screening questions that can be applied equitably across all finalists, considering race, ethnicity, and gender (e.g., avoid provocative questions such as, "Does your husband approve of you taking this position, knowing it will take time away from your family?");
5. Ensure that your hiring panel is diverse and includes a variety of backgrounds and perspectives; if your council or commission is lacking in diversity, consider expanding your panel to include community residents, business, and civil society representatives.
6. If hiring an external firm to assist in recruiting, ask for information about their strategy, skills and experience in recruiting a diverse pool.

ICMA is committed to promoting diversity in the local government management profession. Because of changing demographics in world, the current overall demographic profile of the local government management profession does not generally reflect the diversity of many of the communities in which ICMA members serve. Reflecting the communities we serve helps us make better decisions and improves public trust and relationships. Due to the current lack of diversity in the profession, the next generation of public servants may not see local government as an attractive option, making future talent development and recruitment challenging. ICMA is committed to ensuring that local governments are inclusive and mirror the diversity of our communities.

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1. David R. Francis, "Employers' Replies to Racial Names," The National Bureau of Economic Research, 2003: www.nber.org/digest/sep03/w9873.html
2. Samuel R. Sommers, "On Racial Diversity and Group Decision Making: Identifying Multiple Effects of Racial Composition on Jury Deliberations," Journal of Personality and Social Psychology, 2006: www.apa.org/pubs/journals/releases/psp-904597.pdf

Appendix C

ICMA Guidelines for Compensation

Maintaining public trust and integrity in local government requires both effective governance and management of the organization. The following guidelines are intended to establish a best practice for establishing and negotiating compensation for local government executives and staff and to clarify the roles and responsibilities of the governing body, local government manager, and employee.

The Principles

Compensation and personnel matters should be guided by the core principles of the ICMA Code of Ethics. ICMA affirms that the standard practice for establishing the compensation of local government managers be fair, reasonable, transparent, and based on comparable public salaries nationally and regionally. ICMA members should act with integrity in all personal and professional matters in order to merit the trust of elected officials, the public and employees. Local government managers have an ethical responsibility to be clear about what is being requested and to avoid excessive compensation.

Elected officials perform a critical governance role providing oversight of the management of the organization. To that end, they must be engaged in establishing the process for determining the compensation for all executives appointed by the governing body.

Compensation should be based on the position requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay.

The Process for Negotiating Executive Compensation

To establish fair and reasonable compensation, the governing body operating as a committee of the whole or as a designated evaluation and compensation subcommittee, should design and implement the methodology for setting the compensation of the local government manager and any other appointees of the governing body.

Compensation benchmarks should be established based on comparable local government or public sector agencies.

The governing body should engage experts whether contracted or in house as necessary to provide the information required to establish fair and reasonable compensation levels.

All decisions on compensation and benefits must be made by the entire governing body in a public meeting.

Compensation Guidelines for Local Government Executives

A starting point for the elected officials and local government manager in any salary negotiation should be to

1. Determine the requirements of the job and the experience needed to successfully perform the job duties.
2. Examine market conditions to learn what comparable public sector executives earn. A best practice would be to gather information using pre-determined comparable benchmark local governments or public sector agencies.
3. Understand the services provided by the local government along with the nature of the current issues in the organization and in the community, and then compare these with the individual's expertise and proven ability to resolve those issues.
4. Identify the local government's current financial position, its ability to pay, and the existing policies toward compensation relative to market conditions.
5. Weigh factors such as the individual's credentials, experience and expertise when setting salary.
6. Consider additional compensation in areas where the cost of living is high and the governing body wants the manager to reside within the community. In addition, other unique and special circumstances may be taken into consideration, such as difficult recruitment markets and the particularly challenging needs of the public agency.
7. Seek legal advice as needed and appropriate during periods prior to the beginning of employment when terms and conditions are being negotiated and finalized.

Severance

Severance provisions established in the employment agreement must be both reasonable and affordable so that the cost of the severance is not an impediment to fulfilling the governing body's right to terminate a manager's service, if desired, but is consistent with the role and expectations of the position. The ICMA Model Employment Agreement (see Appendix F) recommends a one year severance but recognizes that the length of service with an organization may justify a higher severance.

Compensation Changes

1. Benefits and salary increases should be reasonably comparable to those that local government executives receive within the designated benchmark or regional market area and generally consistent with other employees.
2. Merit adjustments or bonuses should be contingent upon performance and the overall financial position of the local government to afford additional compensation payments. Provisions regarding consideration of periodic merit adjustments in salary should be pre-determined.
3. Local government managers must recognize and effectively manage conflicts of interest inherent in compensation changes. Managers should avoid taking steps regarding pension and other benefits where they will be the sole or primary beneficiary of the change. Examples include:
   - Dramatically increasing salary thereby leading to pension spiking.
   - Recommending or implementing single highest year to determine retirement benefits
4. An individual should receive a single salary that recognizes all duties and responsibilities assigned rather than different salaries for different assignments.
5. Local government managers should not put their personal compensation interests before the good of the overall organization and that of the citizens.

Transparency

1. Local government managers should provide their total compensation package to the governing body when requesting compensation changes so that the governing body has a comprehensive view of the compensation package.
2. In the interest of fairness and transparency, there should be full disclosure to the governing body, prior to formal consideration and approval, of the potential cost of any benefit changes negotiated during employment.
3. When the terms and conditions of employment are being renegotiated with the employer and at the end when the employment is being terminated, ICMA members have a duty to advise the elected officials to seek legal advice.
4. In the interests of transparency, the salary plan and salary ranges for local government positions, including that of the manager, should be publicly accessible on the agency's website.

General Compensation Guidelines for All Employees

1. Each local government should establish benchmark agencies, which are determined using set criteria such as, but not limited to,
   - Geographic proximity
   - Similarity with regard to the nature of the services provided
   - Similarity in employer size/population size
   - Similarity in the socioeconomic makeup of the population
   - Other similar employers in the immediate area.
2. The local government should develop appropriate compensation levels that are in line with their labor market. Doing so will enable the organization to establish and maintain a reputation as a competitive, fair, and equitable employer as well as a good steward of public funds.
3. When considering any salary or benefit changes, the immediate and anticipated long-term financial resources of the organization always should be taken into account.
4. Appropriate financial practices should be followed to both disclose and properly fund any related future liability to the local government.

Appendix D:

Professional Organizations for Posting and Filling Vacancies

NATIONWIDE:

International City/County Management Association (ICMA)
777 North Capitol Street NE, Suite 500
Washington, DC 20002
Phone: 202-289-4262

JobCenter
Rates/Submissions:
www.icma.org/jobs

Executive Recruitment Firm Listing
www.icma.org/execrecruitment

League of Women in Government (LWG)
1901 E. 4th Street, Ste 100
Santa Ana, CA 92705
1-805-252-6468

Job Posting
Rates/Submissions:
www.leagueofwomeningovernment.org/jobs/

Local Government Hispanic Network (LGHN)
2107 North First Street, Suite 470
San José, CA 95131
408-392-0232

Job Posting
Rates/Submissions:
https://lghn.org/career-center/

National Association of Counties (NACo)
25 Massachusetts Avenue NW, Suite 500
Washington, DC 20001
1-888-407-6226

JobsOnline
Rates/Submissions:
www.naco.org/resources/hire-quality-staff

National Association of County Administrators (NACA)
777 North Capitol Street NE, Suite 500
Washington, DC 20002
Email: naca@icma.org

National Forum for Black Public Administrators (NFBPA)
777 North Capitol Street NE, Suite 807
Washington, DC 20002
202-408-9300

Career Center
Rates/Submissions:
https://careers.nfbpa.org/jobs

National League of Cities (NLC)
1301 Pennsylvania Avenue NW, Suite 550
Washington, DC 20004
1-877-827-2385

Job Posting
Nation's Cities Weekly Classifieds
https://jobsonline.nlc.org/

STATE LOCAL GOVERNMENT MANAGEMENT AND MUNICIPAL ASSOCIATIONS

Many state local government management and municipal associations have job centers or send out job listings to their members.

State Local Government Management Associations
www.icma.org/state-management-associations

State Local Government Management Associations
www.nlc.org/state-municipal-leagues

3 Adapted from the Illinois City/County Management Association's *A Guide to the Recruitment and Selection of a Chief Administrative Officer*.

Appendix E:

Potential Interview Questions[3]

It is suggested that each member of the governing body ask the same question(s) of each candidate.

Candidate Traits/Experience/ Qualifications

1. Provide a brief summary of your education and work experience.
2. Please briefly describe your experience with
   a. Land use planning
   b. Economic development/redevelopment
   c. Tax increment financing
   d. Business attraction and retention programs
   e. Beautification programs
   f. Business assistance programs—e.g., façade improvement, code compliance
   g. Annexation
   h. Subdivision policies and regulations, particularly as they relate to storm-water management
   i. Zoning
   j. Building code administration
   k. Municipal facilities expansion—in particular, water and wastewater utility expansions
3. How would you describe your leadership and management styles?

Interaction with Governing Body

1. What do you perceive to be the chief administrator's role in working with the governing body, local government attorney, and clerk?
2. What are your expectations of the governing body in relation to
   a. Yourself
   b. Other staff
3. How and when do you communicate with the governing body?

Candidate Thoughts on Role of Administrator

1. In your opinion, what role should the administrator have in the community?
2. Do you believe the administrator should be an active member of a service or fraternal organization? If yes, why?
3. How do you deal with the news media?
4. How do you deal with special-interest or single-interest groups?
5. What is the best way for an administrator to deal with an angry constituent?

Personnel Experience

1. How and when do you delegate responsibility and authority?
2. Have you ever been at the bargaining table and been actively engaged in negotiating an agreement?
3. Have you taken part in mediation, fact finding, or arbitration? Which ones? Please explain your experience in such process(es) including your role/level of involvement and your thoughts regarding the outcomes of these experiences.
4. Have you ever had to discipline, demote, or fire an employee? Please elaborate.
5. How do you educate, encourage, and motivate your staff?
6. Are you familiar with state and federal laws relating to nondiscrimination, sexual harassment, employees with disabilities, and equal opportunity?
7. Have charges of violation of state or federal employment laws or a grievance ever been filed against you or your city? Please explain.
8. What experience have you had in the preparation and implementation of personnel rules, regulations, procedures, and compensation plans? Please describe.

9. What is your experience with employee benefits administration, group health insurance, and risk management?
10. What in your opinion is the most serious issue today in local government personnel management?
11. How and when should private sector resources (e.g., contractors) be used to provide village services?

Financial Management Experience

1. Is there a difference between a financial plan and a budget? If so, please explain how they differ.
2. Are/were you the designated budget officer for your local government? Did you prepare and present the budget to the council, and upon adoption, were you responsible for implementation? Please explain the outcomes of various budget processes and any challenges you encountered through budget development through council adoption.
3. What is your experience with debt financing? Please give an example.
4. Have you secured and administered any type of loans or grants? Please give an example.
5. Describe the most successful capital improvement project you were responsible for and what made it successful?
6. Have you reviewed our annual budget and/or annual report? If yes, what is your impression of our financial condition?
7. What is your opinion of "pay as you go" financing of maintenance and capital projects? Special assessments? Special taxing districts?
8. What type of financial reports do you provide the elected body and with what frequency?
9. Have you read our comprehensive or general plan? What are your impressions or thoughts?

Intergovernmental Relations Experience

1. What experience have you had in dealing with
   a. Councils of government/intergovernmental agencies?
   b. County government?
   c. Other local governments (schools, parks, etc.)?
   d. State agencies?
   e. Federal agencies?
   f. State legislature?
   g. Congress?
2. Do you feel comfortable "lobbying"?

External Organizational and Professional Association Relations

1. Have you been an active participant in the activities of a statewide municipal league, statewide city or county management association, the International City/County Management Association (ICMA) or other professional organizations devoted to local government? Please give examples of your activities.
2. Are you an ICMA Credentialed Manager? If so, how do you fulfill your annual professional development requirement?

Appendix F

Relations with Applicants—Do's and Don'ts

Do:

- Keep all candidates informed of their status at all times.
- Identify one point of contact through which everything flows, including contacts with candidates, reference checks, etc., in order to ensure that the information, messages, and details are consistent and that the process is fair and equitable.
- Keep all information strictly confidential throughout the entire recruitment and selection process unless state law requires otherwise.
- Create an outreach strategy that will ensure a diverse candidate pool.
- After carefully reviewing all applicant submittals, select a short list of the most promising candidates.
- While maintaining the confidentiality, carefully check educational credentials and references on those candidates judged best qualified.
- Invite those candidates judged best qualified for initial interviews at the local government's expense.
- Send the candidates under consideration an information packet that may include the outreach brochure and copies of your government's budget, charter, annual report, and other pertinent documents; or provide the information on where to find this material on the agency's website.
- Pay expenses of the candidates invited to a second interview (and of their spouses/partners, if applicable).
- Perform detailed background checks on the final candidate(s).
- Visit, if possible, the local governments in which the most promising candidates work.
- Be prepared to enter into a formal written employment agreement with the successful candidate.
- Promptly notify all other candidates once the selection has been made and the position has been accepted. However, it is best to wait until the selected finalist has accepted the position and the agency and candidate have mutually agreed to the provisions of the employment contract.

Don't:

- Let the selection process last too long.
- Expect to get all the necessary information about the candidates from written material.
- Forget that you are seeking overall management ability, not technical competence in one specialized field.
- Forget to consider candidates who are assistant managers as well as current managers
- Overlook the need for candidates to possess municipal administrative experience and the advantages or value of college or university training, post degree training, and continued professional development.
- Release for publication any names or local governments of candidates unless state law requires it.

Appendix G

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended

A. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 2

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended

A. Base Salary: Employer agrees to pay Employee an annual base salary of [$ amount], payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

C. Consideration shall be given on an annual basis to increase compensation.

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

The Employer agrees to increase the compensation by [%] each year.

Option 3

The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Section 4: Health, Disability and Life Insurance Benefits Recommended

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents. Employer shall pay all premiums for the Employee and the Employee's dependents.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 2

1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended

A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Additional Option

1. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 – Monthly Vehicle Allowance
The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or $] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended fifty (50) mile) radius of [local government office].

Option 2 – Employer Provided Vehicle
The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [$], or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1
Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2
The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of compensation annually.

2A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3
The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official

functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Option 1

Technology: The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.
If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy city vehicle at depreciated value
5. Out placement services should the employee desire

them in an amount not to exceed [$10,000 to $15,000 recommended], and

6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.
B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.
D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement.
F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [$] to the Employee to cover relocation costs.

Section 16: Home Sale and Purchase Expenses

Recommended

A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [$].
B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed $_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter or any other law.

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: [Title and address of relevant official (mayor, clerk, etc.)]

(2) EMPLOYEE: [Name and address for tax purposes of Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____, ___.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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ABOUT ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 12,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

ICMA

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
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202.289.4262 | 202.962.3500(f) | icma.org



PLANNING & ZONING BOARD AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: The Members of the Planning & Zoning Board
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-10: Comprehensive Plan Future Land Use Map Amendment for recently annexed single-family residential property located at 2920 S. Peninsula Drive

SYNOPSIS:

Ordinance 2025-10, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the residential low intensity future land use designation to the recently annexed single-family residential property located at 2920 S. Peninsula Drive (Exhibit A). The application (Exhibit B) was submitted by Andrew E. Melville and Bonnie J. Melville, owners of the subject property. Applying a City future land use designation is a requirement of Florida Law when a property is annexed. The property is +/- 0.283 acres and is occupied by a single-family residential structure with a total building area of 3,800 sq ft. The proposed amendment is consistent with the current Volusia County future land use category and, as such, the use will remain single-family residential.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property, located at 2920 S. Peninsula Drive, was recently annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. Section 171.062, Florida Statutes, limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the former, amending the future land use designation of the property to Residential Low Intensity, which is consistent with the existing and surrounding land uses and the current Volusia County Urban Low Intensity future land use designation. Additionally, the property owner has also submitted an application to rezone the property to the City’s RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

B. PLANNING ANALYSIS

See Exhibit C for Planning Analysis.

C. DUE PUBLIC NOTICE

Evidence of Due Public Notice (Exhibit D) has been submitted to the City Clerk's office.

D. PLANNING & ZONING BOARD

The Planning & Zoning Board recommended approval of Ordinance 2025-10 on August 11, 2025.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-10 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:
1. "I move to approve Ordinance 2025-10 as presented."
OR
2. "I move to deny Ordinance 2025-10, on the basis of the following..."

ATTACHMENT:

1. Ord 2025-10 - FLUMA, 2920 S. Peninsula Drive
2. Exhibit A
3. Exhibit A - FLUMA Location Map, 2920 S. Peninsula Dr.
4. Exhibit B
5. Exhibit B - FLUMA Applcation, 2920 S. Peninsula Dr.
6. Exhibit C
7. Exhibit C - FLUMA Planning Analysis, 2920 S. Peninsula Dr.
8. Exhibit D
9. Exhibit D - Notice Requirements Met, 2920 S. Peninsula Drive

ORDINANCE NO: 2025-10

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 2920 S. PENINSULA DRIVE, TAX PARCEL ID 5327 09 00 0160; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Andrew E. Melville Jr. and Bonnie Jean Melville, owners of the real property bearing Volusia County Tax Parcel ID 5327 09 00 0160 and generally located at 2920 S. Peninsula Drive, submitted an owner-initiated Comprehensive Plan/Future Land Use Map Amendment Application to the City of Daytona Beach Shores on March 17, 2025; and

WHEREAS, Andrew E. Melville, Jr. and Bonnie Jean Melville, owners of the subject property, are requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Residential Low Intensity; and

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

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

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

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, "Future Land Use Element," containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.283 acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Residential Low Intensity as to property as described in Exhibit "A" as follows:

Location Address	Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
2920 S. Peninsula Drive	5327 09 00 0160	Residential Low Intensity

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

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

_____
CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

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

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

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

EXHIBIT "A"

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 12,342 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 7,314 SQ. FEET, OR 0.168 ACRES MORE OR LESS.

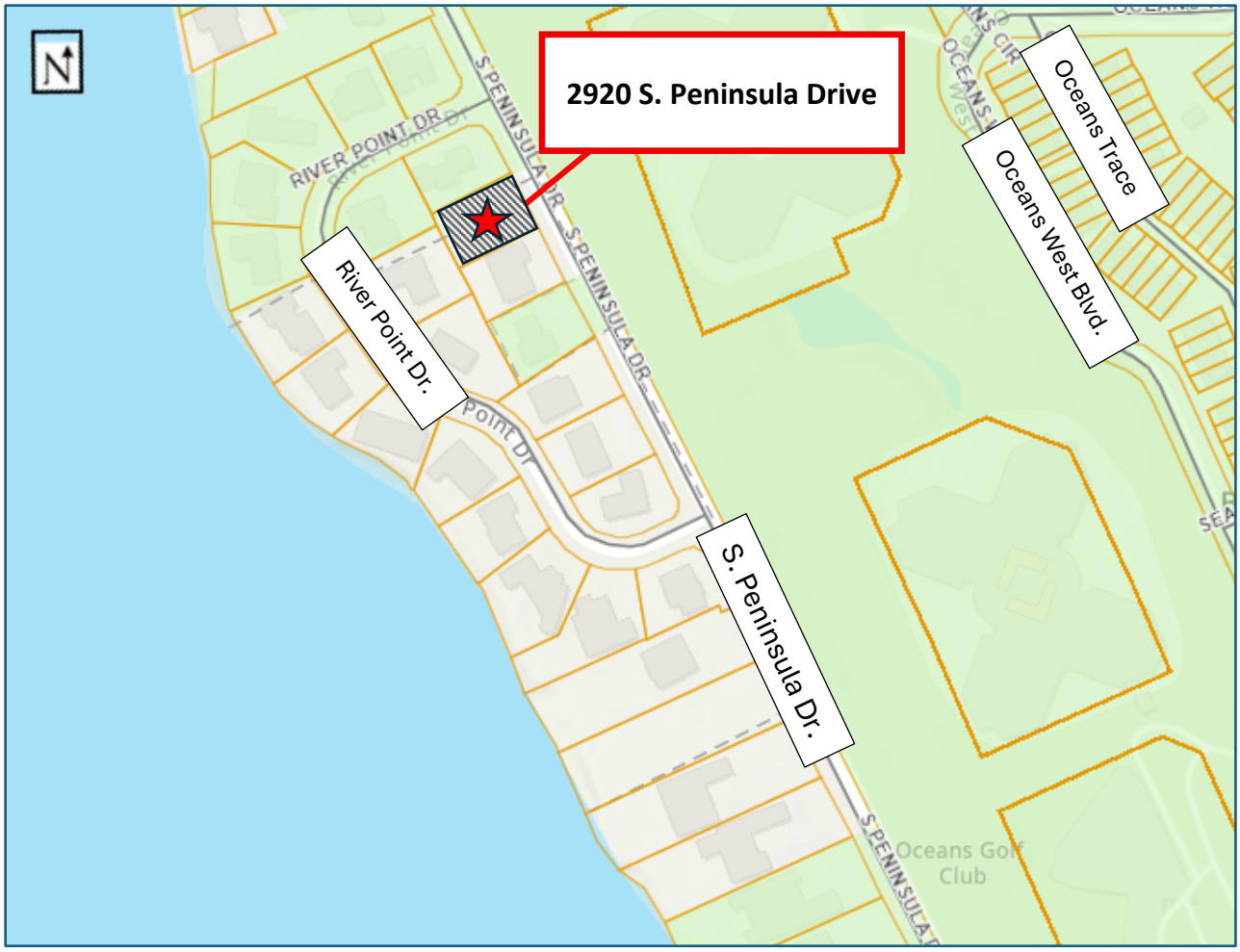
Exhibit A

2920 S. Peninsula Drive

FLUMA Location Map

Ord. 2025-10

(1 page)



Location Map: 2920 S. Peninsula Drive

Exhibit B

2920 S. Peninsula Drive

FLUMA Application

Ord. 2025-10

(1 page)

RECEIVED
MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

173595

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

APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP AMENDMENT

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

Date Submitted: 3 / 17 / 25

Applicable Section of the Comprehensive Plan: _____

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

Applicant's Name: Andrew & Bonnie Melville

Address: 2920 S. Peninsula Dr Phone #: 612-860-4841
612-770-4111

Property Address: SAME

Existing Property Use: Primary Residence

Representing Attorney (if any): N/A

Address: _____ Phone #: _____

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

Legal description of the property:

_____

_____

_____

Description of your request:

We Are Requesting to have this property Annexed into the City of Daytona Beach Shores

_____ 3 / 17 / 2025
Applicant's Signature Date

Exhibit C

2920 S. Peninsula Drive

FLUMA Planning Analysis

Ord. 2025-10

(9 pages)

PLANNING ANALYSIS

Ordinance 2025-10

Comprehensive Plan Future Land Use Map Amendment – 2920 S. Peninsula Drive

A. INTRODUCTION

The subject application was submitted to the City on March 17, 2025, by the property owners, Andrew E. Melville, Jr. and Bonnie J. Melville. The proposed amendment, if approved, would change the future land use designation of an annexed single-family residential property, located at 2920 S. Peninsula Drive and having an acreage of 0.283 +/-, from Volusia County *Urban Low Intensity (0.2-4.0 units/acre)* to Daytona Beach Shores *Residential Low Intensity (0-4.0 units/acre)*. The subject property has a single-family residential home on the site, and bears Volusia County Tax Parcel ID 5327 09 00 0160. Approval of the subject application would result in a small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

B. PROPOSED AMENDMENT ITEM

Item 1: Map Amendment – Chapter 1, Future Land Use Element: amending L-4 entitled, "Generalized Future Land Use Map (2030)," to change future land use designation of the recently annexed property located at 2920 S. Peninsula Drive from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*.

Overview:

The property is currently occupied by a single-family residential structure with a total building area of 3,800 sq ft. The current Volusia County Future Land Use (FLU) and Zoning designations on the property are Urban Low Intensity (0.2-4 unit/acre) and *R-9 Urban Single-Family Residential District*, respectively. The surrounding future land use designations and zoning classifications are depicted in Table 1 below, while the future land use is illustrated in Figure 1. The subject request is to change the FLU designation to Daytona Beach Shores *Residential Low Intensity* (0-4 units/acre).

Table 1: Abutting Zoning and Future Land Use Classification

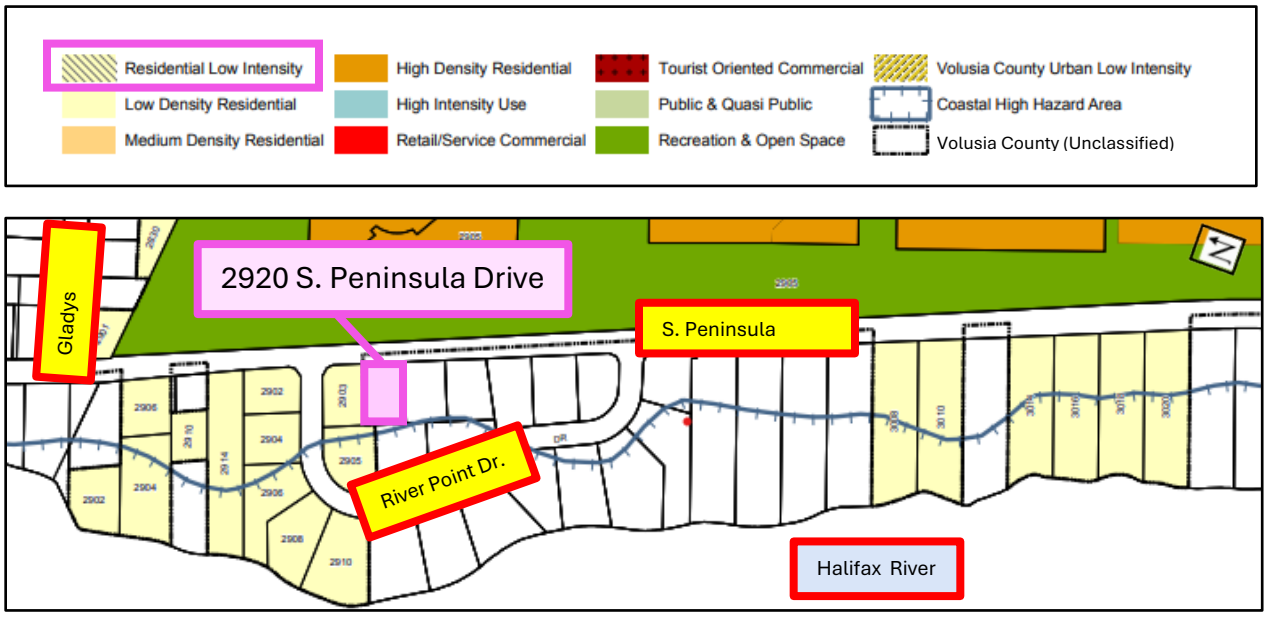
Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	**R-9**	**RSF-2**	***Volusia County Urban Low Intensity***	**Residential Low Intensity**
North and Northwest	RSF-2		Residential Low Intensity	
South	R-9		*Volusia County Urban Low Intensity*	
East	PUD		High Density Residential and Recreation & Open Space	
West	R-9		Volusia County *Urban Low Intensity*	

Notes: R-9 = Volusia County *Urban Single-Family Residential District*

RSF-2 = DBS *Urban Single-Family Residential Detached District*

PUD = DBS *Planned Unit Development*

Figure 1: 2920 S. Peninsula Drive – Surrounding Future Land Use



Description, Data and Analysis:

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

C. IMPACTS OF PROPOSED AMENDMENT

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Residential Low Intensity*, the maximum density allowed is also four (4) units per acre. Therefore, the proposed land use amendment would not result in any change in residential density permitted. Given the +/-0.283 acre size of the property, the proposed amendment would allow only one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

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

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

Table 2: Impact Analysis (Theoretical Maximums)

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

Notes:

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

Sources:

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

Transportation:

The subject property is a single-family property with vehicular transportation access to the abutting S. Peninsula Drive (SR 441), which connects to Dunlawton Boulevard (SR A1A), a principal arterial road leading to the interstate system. These two roads are currently operating at acceptable levels of service. There will be no net change in vehicular trips as

demonstrated in **Table 2** above and the allowed LOS standard will continue to be maintained.

Sanitary Sewer:

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

Potable Water:

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

Solid Waste Collection:

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

Stormwater Drainage:

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

Recreation and Open Space:

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

Table 3: Recreation Facilities Analysis

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

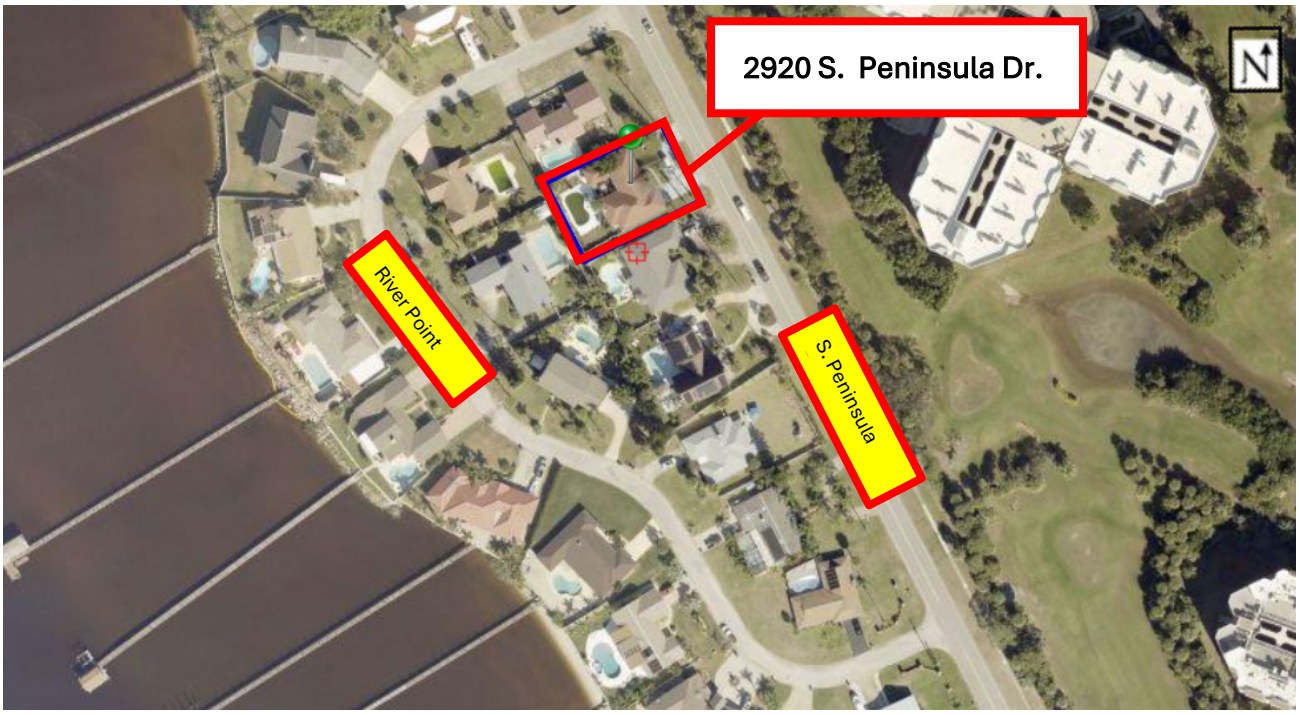
Public Schools:

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

D. LAND USE COMPATIBILITY

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

Figure 2: Aerial View of 2920 S. Peninsula Drive and Surrounding Neighborhood



Source: CONNECTEXPLORE Eagleview, 2024

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

E. APPLICABLE PLANS, CODES AND REGULATIONS

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

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard “D” during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated

objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

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

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

Capital Improvement Element:

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

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

F. REVIEW CRITERIA AND STAFF FINDINGS

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

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

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

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

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

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

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

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

G. CONCLUSION:

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

RECOMMENDATION: The Staff recommends approval of Ordinance 2025-10 to the City Commission at the meeting held on September 8, 2025.

Exhibit D

2920 S. Peninsula Drive

FLUMA Notice Requirements Met

Ord. 2025-10

(27 pages)

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

July 10, 2025

RE: 2920 S. Peninsula Drive, Tax Parcel ID: 5327 09 00 0160
Future Land Use Map Amendment and Rezoning Hearings

Dear Property Owner:

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

- **Planning and Zoning Board: August 11, 2025, at 8:30 a.m.**
- **City Commission (1st Reading): September 8, 2025, at 6:00 p.m.**
- **City Commission (Adoption): October 7, 2025, at 6:00 p.m.**

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

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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

Abutting Property Owner Letters sent to:

North

For 2903 River Point Drive:

Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

East

For S. Peninsula Drive:
(no numeric address)

Oceans West Homeowners Association, Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

Oceans West Homeowners Association, Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

For 4 Oceans West Blvd.:

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

South

For 2922 S. Peninsula Drive:

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

West

For 2907 River Point Drive:

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

West, *continued*

For 2905 River Point Drive:

James A. Zambrotta
2138 Larkspur Ct.
Pennsburg, PA 18073

Tiffany Rose Czemba
2138 Larkspur Ct.
Pennsburg, PA 18073

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Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

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1. Article Addressed to:

Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

9590 9402 7813 2152 5068 15

7020 0090 0000 0207 6023

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans West Homeowners Association, Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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Oceans West Homeowners Assoc., Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

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Oceans West Homeowners Assoc., Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5070 65

7020 0090 0000 0207 6030

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* Sherry Tyler C. Date of Delivery 7/14/25

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans West Homeowners Association, Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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Oceans West Homeowners Assoc., Inc.
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3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

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Oceans West Homeowners Assoc., Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5070 72

7020 0090 0000 0207 5996

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X S. Pyles ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Pyles
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Fax (386) 763-5370

VIA CERTIFIED MAIL

July 11, 2025

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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Oceans Cloverleaf North Condo. Assoc. Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
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4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

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VIA CERTIFIED MAIL

July 11, 2025

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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Oceans Cloverleaf North Condo. Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

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Oceans Cloverleaf North Condo. Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5068 22

7020 0090 0000 0207 6016

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A. Signature
X S. Pyles ☐ Agent ☐ Addressee

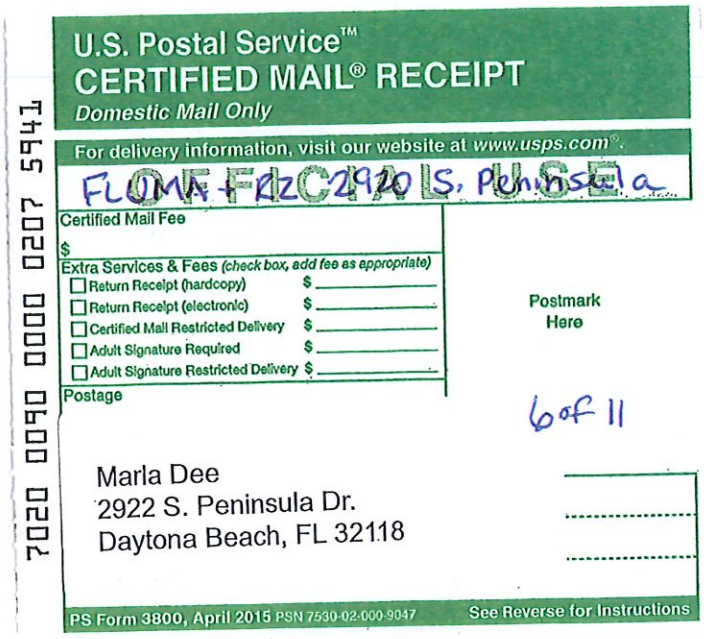
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- ☐ Adult Signature Restricted Delivery $

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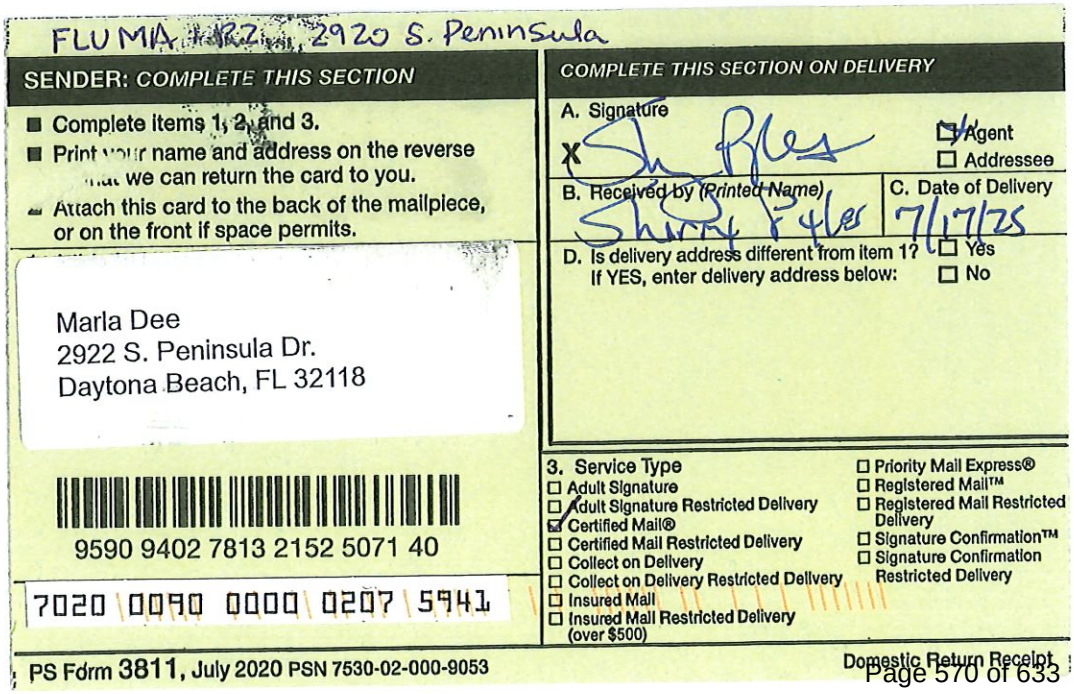
Postmark Here

6 of 11

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

7020 0090 0000 0207 5941

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



FLUMA FRZ 2920 S. Peninsula

SENDER: COMPLETE THIS SECTION

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

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 40

7020 0090 0000 0207 5941

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☑ Agent
☐ Addressee

B. Received by (Printed Name) Sherry Fyler
C. Date of Delivery 7/17/25

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

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

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

7020 0090 0000 0207 5958

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

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

FLUMA FRZ 2920 S Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

7 of 11

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

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

FLUMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 33

7020 0090 0000 0207 5958

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by *(Printed Name)* Sherry Pyles
C. Date of Delivery 7/17/25

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

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

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

7020 0090 0000 0207 5965

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

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

FLOMA+RZ 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

8 of 91

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

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

FLOMA+RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 26

7020 0090 0000 0207 5965

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☑ Agent
☑ Addressee

B. Received by *(Printed Name)* Cheryl Fogle

C. Date of Delivery 7/17/25

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

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

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

7020 0090 0000 0207 5972

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

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

FLOMA FRE | 2920 S Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

9 of 11

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

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

FLUMA + R2 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 19

7020 0090 0000 0207 5972

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X S. Pyles ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Pyles
C. Date of Delivery 7/14/25

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

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

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

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002075989

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

Latest Update

Your item was delivered to an individual at the address at 11:55 am on July 18, 2025 in NEWARK, DE 19711.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

NEWARK, DE 19711
July 18, 2025, 11:55 am

Arrived at USPS Regional Facility

WILMINGTON DE DISTRIBUTION CENTER
July 17, 2025, 12:45 pm

In Transit to Next Facility

July 16, 2025

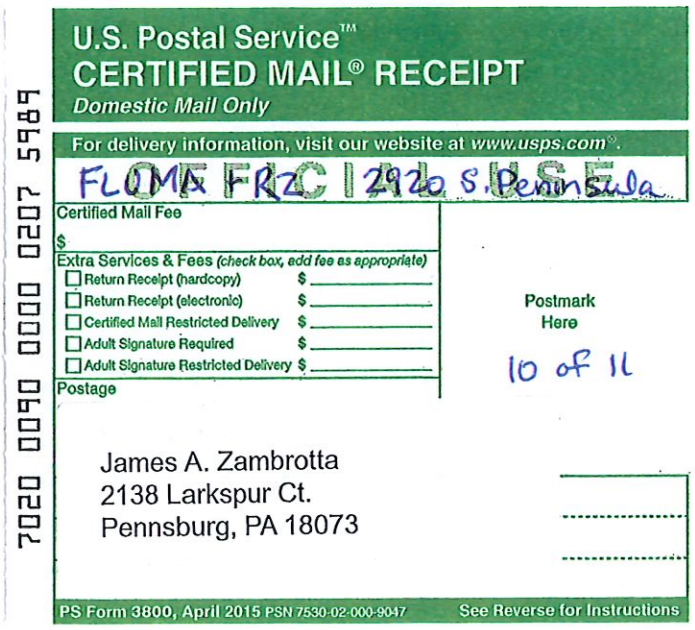
Departed USPS Regional Facility

FORT MYERS FL DISTRIBUTION CENTER
July 15, 2025, 8:10 am

Arrived at USPS Regional Facility

FORT MYERS FL DISTRIBUTION CENTER
July 14, 2025, 5:09 pm

Departed USPS Regional Facility



ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 10:08 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 4:05 pm

Hide Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002076047

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

Latest Update

Your item was delivered to an individual at the address at 11:55 am on July 18, 2025 in NEWARK, DE 19711.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Left with Individual
NEWARK, DE 19711
July 18, 2025, 11:55 am

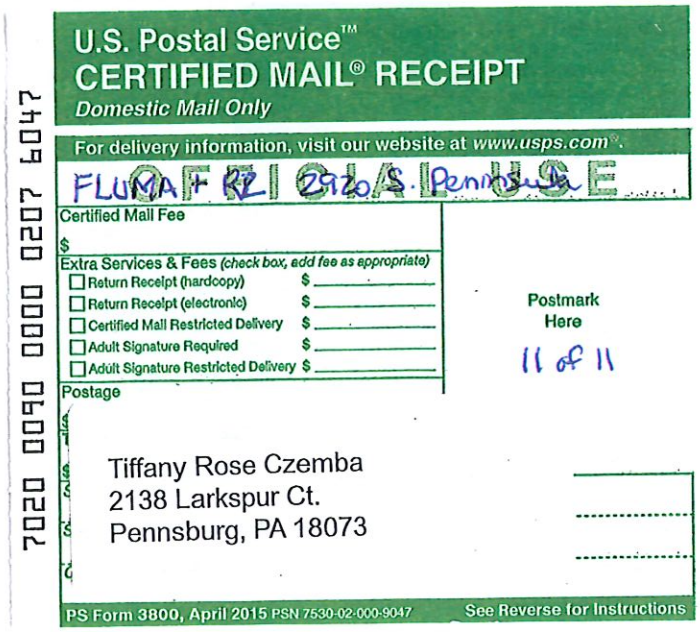
Arrived at USPS Regional Facility
WILMINGTON DE DISTRIBUTION CENTER
July 17, 2025, 12:45 pm

In Transit to Next Facility
July 16, 2025

Departed USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER
July 15, 2025, 8:10 am

Arrived at USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER
July 14, 2025, 5:08 pm

Departed USPS Regional Facility



ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 10:08 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 6:16 pm

Hide Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

CITY OF DAYTONA BEACH SHORES
NOTICE OF LAND USE CHANGE

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

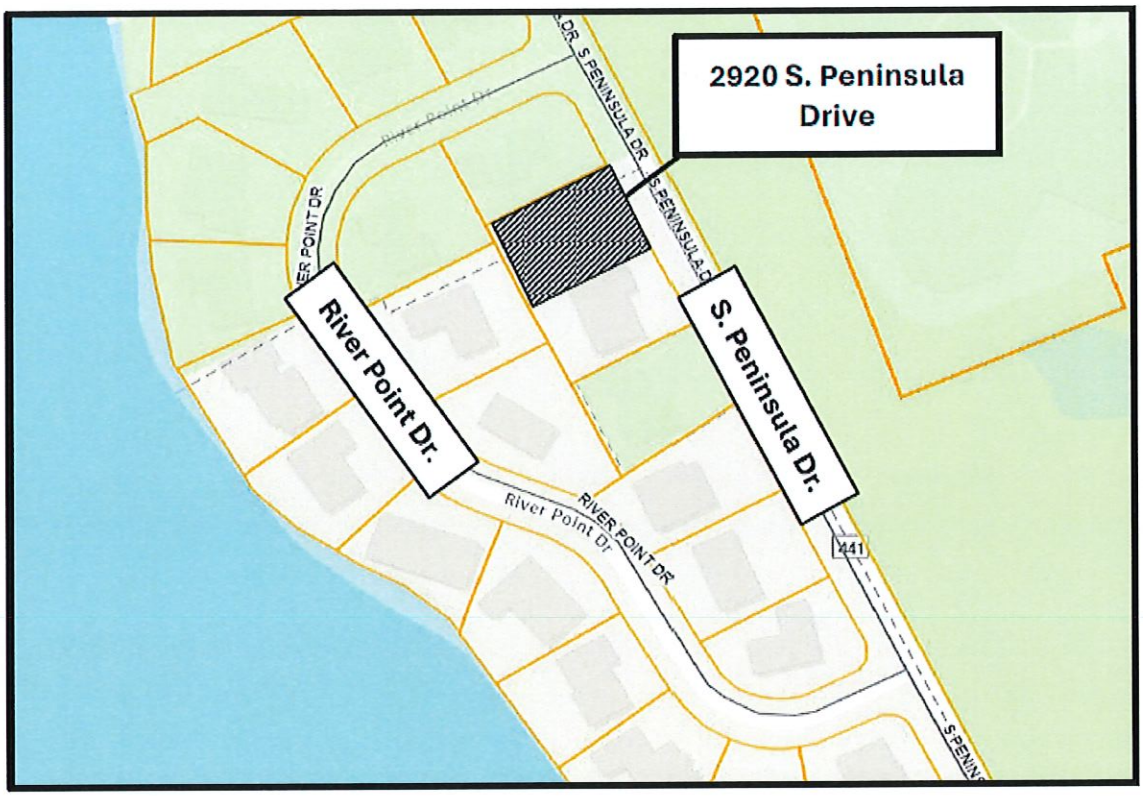
ORDINANCE NO: 2025-10

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 2920 S. PENINSULA DRIVE, TAX PARCEL ID 5327 09 00 0160; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held as follows:

- **Planning and Zoning Board: Monday, August 11, 2025, at 8:30am**
- **City Commission (1st Reading): Monday, September 8, 2025, at 6:00pm**
- **City Commission (Adoption): Tuesday, October 7, 2025, at 6:00pm**

This is a property owner-initiated amendment by Andrew E. Melville, Jr., and Bonnie J. Melville. Please see included location map.



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

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times, and places of any continuation of a Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

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

NOTES:

1. **This ad should be placed in the Daytona News-Journal at least 10 days prior to the Planning & Zoning Board hearing, start date no later than 7-31-25.**

CITY OF DAYTONA BEACH SHORES
NOTICE OF LAND USE CHANGE

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

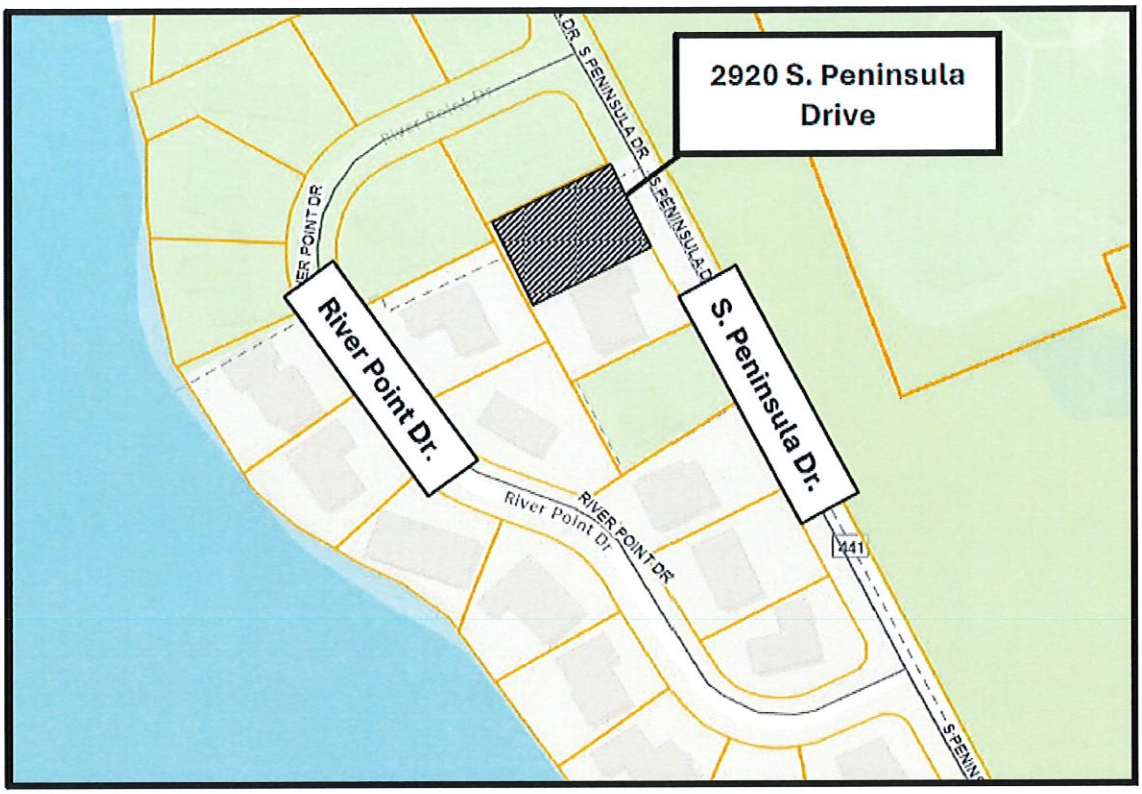
ORDINANCE NO: 2025-10

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 2920 S. PENINSULA DRIVE, TAX PARCEL ID 5327 09 00 0160; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The public hearing will be held as follows:

- **City Commission (Adoption): Tuesday, October 7, 2025, at 6:00pm**

This is a property owner-initiated amendment by Andrew E. Melville, Jr., and Bonnie J. Melville. Please see included location map.



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

Anyone who wishes to appeal any decision by the 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 a Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for a 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.

NOTE:

1. **This ad should be placed in the Daytona News-Journal at least 10 days prior to the City Commission adoption hearing, start date no later than September 26, 2025.**

NOTICE OF PUBLIC HEARINGS

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

Planning & Zoning Board: AUGUST 11, 2025 **AT** 8:30 AM

CITY COMMISSION **(1st Reading):** SEPTEMBER 8, 2025 **AT** 6:00 PM

CITY COMMISSION **(Adoption):** OCTOBER 7, 2025 **AT** 6:00 PM

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATIONS:

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

AND COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

to RESIDENTIAL LOW INTENSITY

2920 S. PENINSULA DRIVE • VOLUSIA COUNTY TAX PARCEL ID #: 5327 09 00 0160

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

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

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

07/28/2025

PLANNING & ZONING BOARD AGENDA MEMORANDUM
SEPTEMBER 8, 2025 AGENDA

TO: The Members of the Planning & Zoning Board
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2025-11: Rezoning application for recently annexed property located at 2920 S. Peninsula Drive

SYNOPSIS:

Ordinance 2025-11, if adopted, would amend the City's Official Zoning Map by assigning the "*RSF-2 Urban Single-Family Residential Detached District*" to the recently annexed single-family residential property located at 2920 S. Peninsula Drive (Exhibit A). The application (Exhibit B) was submitted by Andrew E. Melville, Jr. and Bonnie J. Melville, owners of the subject property. Rezoning is a requirement of Florida Law when a property is annexed. The property is +/- 0.283 acres and is occupied by a single-family residential structure with a total building area of 3,800 sq ft. The proposed amendment is consistent with the current Volusia County zoning district "*R-9 Urban Single-Family Residential District.*"

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. BACKGROUND

The subject property, located at 2920 S. Peninsula Drive, was recently annexed into the corporate limits of the City of Daytona Beach Shores, pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. Section 171.062, Florida Statutes, limits regulatory and development control over annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the latter, re-zoning the property to the City's RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The property owners have also submitted an application to amend the future land use classification of the property in question to Residential Low Intensity, which is consistent with the existing and surrounding land uses and the current Volusia County Urban Low Intensity future land use classification. The zoning change will be adopted subsequent to the formal future land use amendment of the subject property.

B. PLANNING ANALYSIS

See Exhibit C for Planning Analysis.

C. PUBLIC NOTICE

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

D. PLANNING & ZONING BOARD

The Planning & Zoning Board recommended approval of Ordinance 2025-11 on August 11, 2025.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-11 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:
1. "I move to approve Ordinance 2025-11 as presented."
OR
2. "I move to deny Ordinance 2025-11, on the basis of the following..."

ATTACHMENT:

1. Ord 2025-11 Rezone, 2920 S. Peninsula
2. Exhibit A
3. Exhibit A - Rezone Location Map, 2920 S. Peninsula Dr.
4. Exhibit B
5. Exhibit B - Rezone Application, 2920 S. Peninsula Drive
6. Exhibit C
7. Exhibit C - Rezone Planning Analysis, 2920 S. Peninsula Drive
8. Exhibit D
9. Exhibit D - Rezone Notice Requirements Met, 2920 S. Peninsula Drive

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 2920 S. PENINSULA DRIVE, TAX PARCEL ID 5327 09 00 0160; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property described in Section One herein was annexed into the City of Daytona Beach Shores on August 5, 2025, and an appropriate City zoning classification must be assigned to the real property in accordance with the requirements of controlling law; and

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

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

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

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance 2025-08 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

> This property, bearing Volusia County Tax Parcel ID 5327 09 00 0160, as described in attached Exhibit "A," is assigned the RSF-2, Urban Single-Family Residential Detached District Zoning Classification.

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

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

SECTION FOUR. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or the *Land Development Code of the City of Daytona Beach Shores*; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

_____
CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

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

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

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

EXHIBIT "A"

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 12,342 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 7,314 SQ. FEET, OR 0.168 ACRES MORE OR LESS.

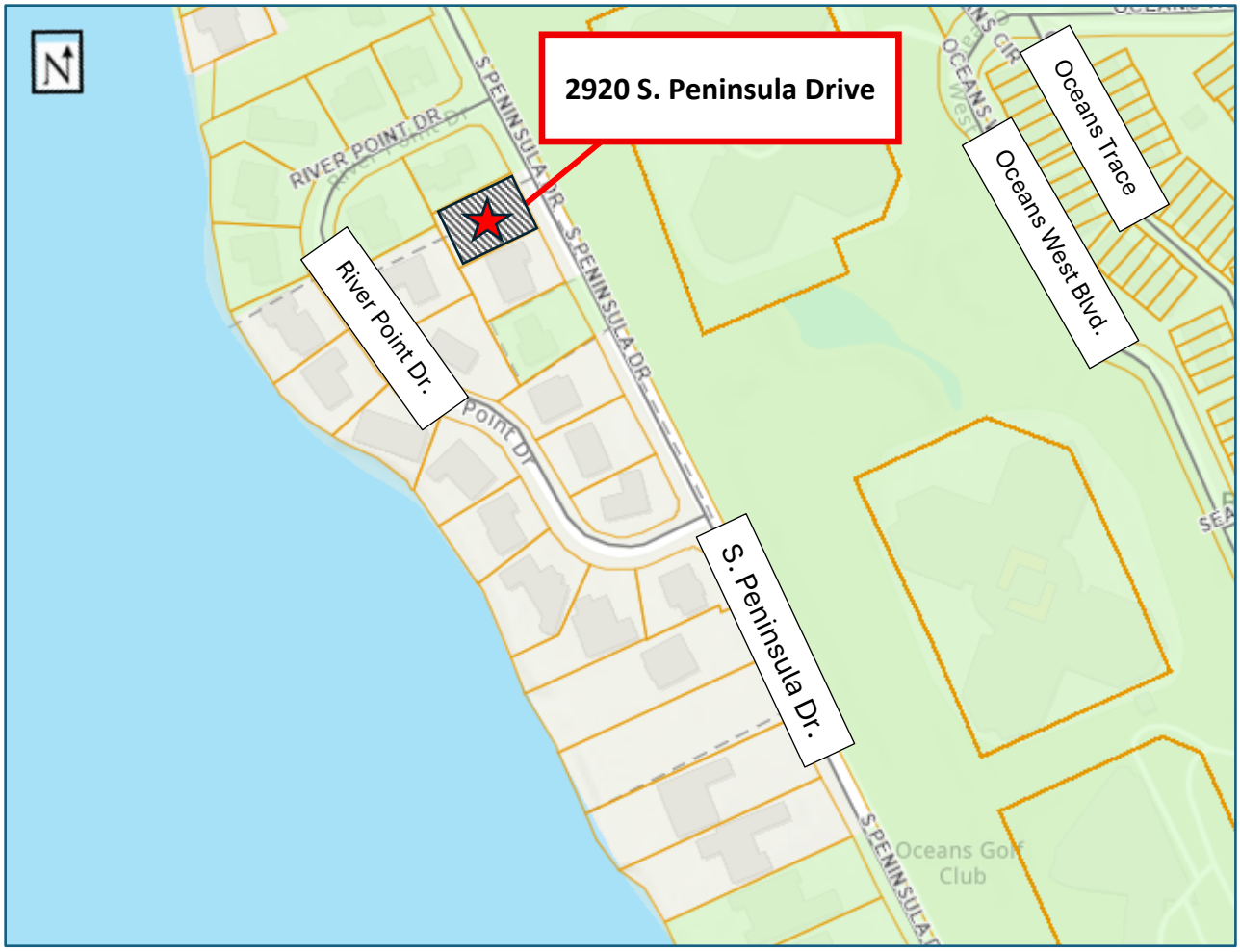
Exhibit A

2920 S. Peninsula Drive

Rezone Location Map

Ord. 2025-11

(1 page)



Location Map: 2920 S. Peninsula Drive

Exhibit B

2920 S. Peninsula Drive

Rezone Application

Ord. 2025-11

(6 pages)

RECEIVED
MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

173595

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

APPLICATION TO AMEND ZONING MAP

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

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 3/17/25 Current Zoning: STAFF TO PROVIDE

Requested Zoning: STAFF TO PROVIDE

Applicant's Name: ANDREW & BONNIE MELVILLE

Address: 2920 S. PENINSULA Phone #: 612-860-4841 / 612-770-4111

Representative: N/A

Address: N/A Phone #: N/A

Property Address & Parcel ID: 2920 S. PENINSULA

Property Owner: ANDREW & BONNIE MELVILLE

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

Legal Description of Property:

STAFF TO PROVIDE

Andrew & Bonnie Melville
Applicant's Signature

3-17-25
Date

173595

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

RECEIVED
MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

RECEIVED
MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES
173595

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

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

STAFF TO PROVIDE

Prepared by
Jennifer Kersey, an employee of
First American Title Insurance Company
1540 International Pkwy, Suite 1020
Lake Mary, Florida 32746
(407)362-2105

Return to: Grantee

File No.: 12671-2811220

WARRANTY DEED

THIS INDENTURE, executed on **December 31, 2024**, between

Sanma Second Investments of Florida LLC, a Florida Limited Liability Company

whose mailing address is: 600 Westlake Cir #311, Longwood, FL 32750-2957,
hereinafter called the "grantor", and

Andrew E. Melville, Jr and Bonnie Jean Melville, husband and wife

whose mailing address is: 2920 S Peninsula Dr, Daytona Beach, FL 32118,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Volusia** County, **FL**, to-wit:

Lot 16, RIVER POINT SUBDIVISION, according to plat thereof recorded in Map Book 34, Page 113, of the Public Records of Volusia County, Florida.

Parcel Identification Number: **5327-09-00-0160**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2023.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Sanma Second Investments of Florida LLC, a
Florida limited liability company

By: _____
Name: Reynaldo Sanchez Bravo
Title: Manager

Signed, sealed and delivered in our presence:

_____
Witness Signature

CAROL A. PRENITZER
Print Name

1540 INT'L Parkway #1020
Lake Mary, Florida 32746
Print Post Office Address: _____

_____
Witness Signature

Jennifer Kersey
Print Name

1540 INT'L Parkway #1020
Lake Mary, Florida 32746
Print Post Office Address: _____

State of Florida
County of Seminole

The Foregoing Instrument Was Acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 12/01/2024, by **Reynaldo Sanchez Bravo, as Manager, on behalf of Sanma Second Investments of Florida LLC, a Florida Limited Liability Company,** existing under the laws of the State of **Florida.**

_____
Notary Public

Jennifer Kersey
(Printed Name)

My Commission expires: 6/7/2028

JENNIFER L KERSEY
Notary Public - State of Florida
Commission # HH 513457
My Comm. Expires Jun 7, 2028
Bonded through National Notary Assn.

{Notarial Seal}

Personally Known ☐ OR Produced Identification ☒
Type of Identification Produced a valid driver's license

Exhibit C

2920 S. Peninsula Drive

Rezone Planning Analysis

Ord. 2025-11

(10 pages)

PLANNING ANALYSIS

Ordinance 2025-11
Rezone 2920 S. Peninsula Drive

A. INTRODUCTION

The subject application was submitted to the City on March 17, 2025, by the property owners, Andrew E. Melville, Jr. and Bonnie J. Melville. The application/proposed ordinance, if approved, would change the zoning district classification of the annexed single-family residential property, located at 2920 S. Peninsula Drive from Volusia County *R-9 Urban Single-Family Residential District* to Daytona Beach Shores *RSF-2 Urban Single-Family Residential Detached District*. The subject property contains an acreage of 0.283 +/-, has a single-family residential home on the site, and bears Volusia County Tax Parcel ID 5327 09 00 0160.

B. EXISTING ZONING AND CURRENT LAND USE

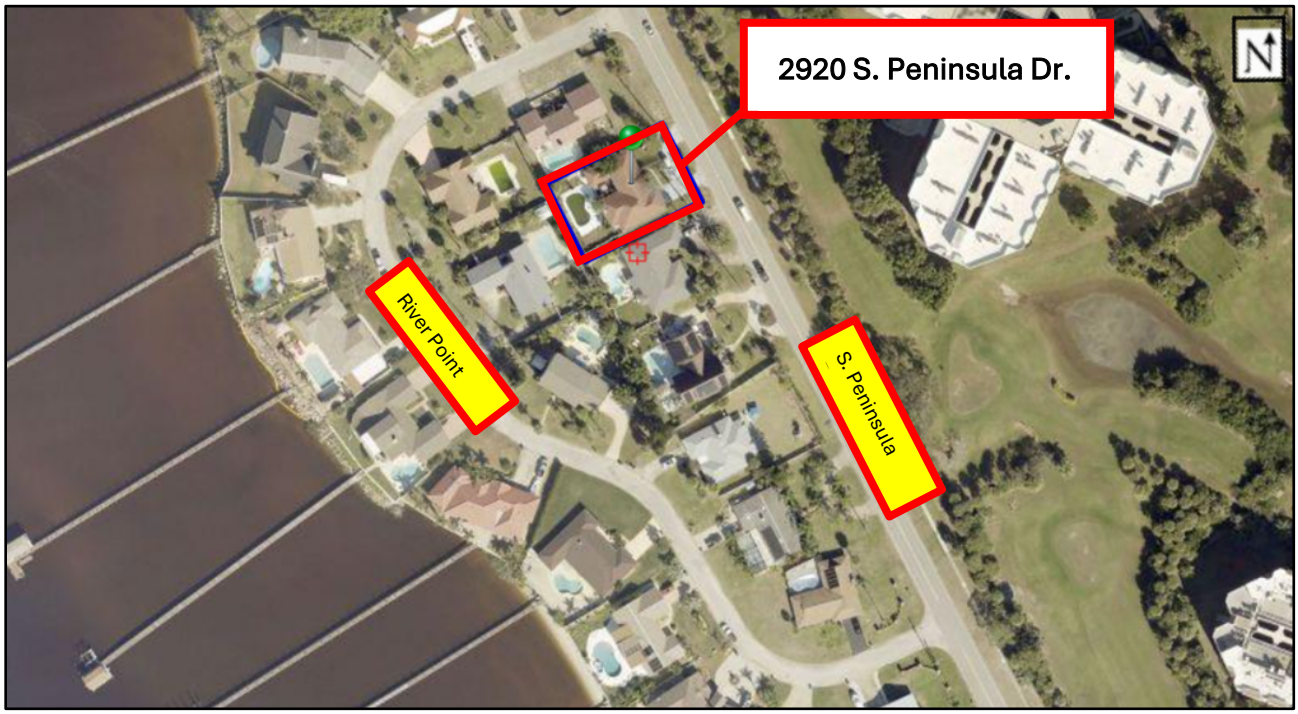
Subject Property:

RSF-2 (Urban Single-Family Residential Detached District): Single-Family Residence, **0.283 acre**

Table 1: Surrounding Properties:

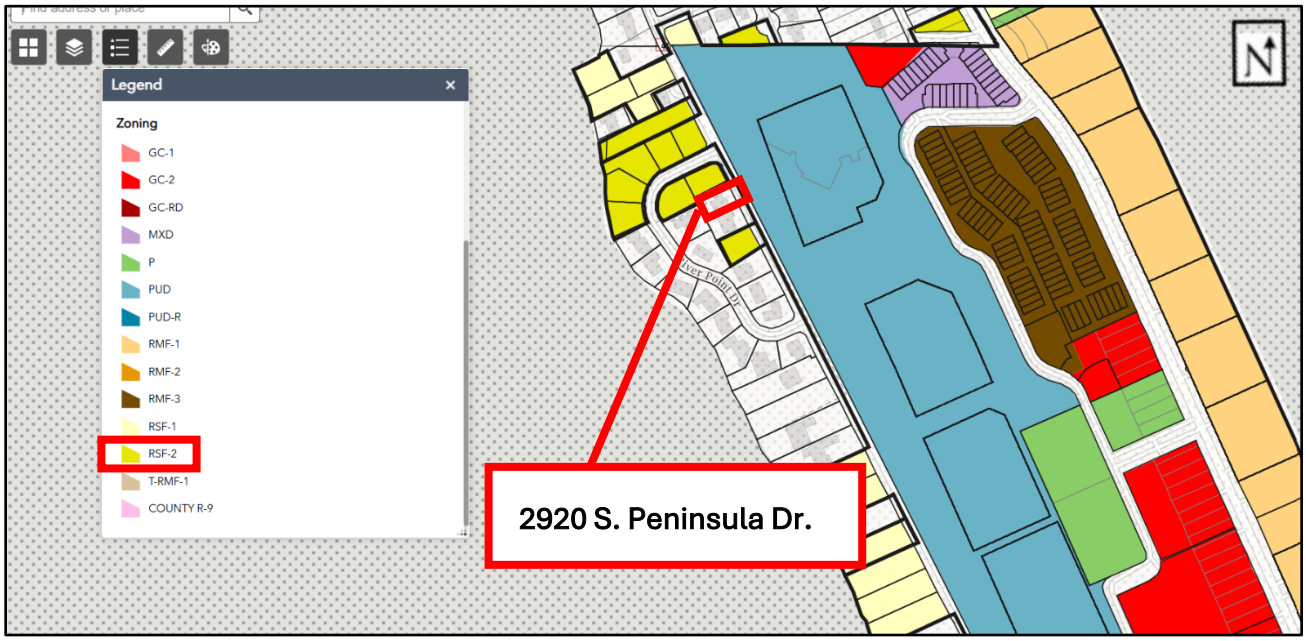
Location	Zoning	Current Land Use
Subject Property	**V. County Residential Zoning R-9**	**Single-Family Residence**
North	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
Northwest	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
South	V. County Residential Zoning R-9	Single-Family Residence
East	PUD Planned Unit Development	High Density Residential and Recreation & Open Space
West	V. County Residential Zoning R-9	Single-Family Residence

Figure 1: Aerial View of 2920 S. Peninsula Drive and Surrounding Neighborhood



Source: CONNECTEXPLORE Eagleview, 2024

Figure 2: 2920 S. Peninsula Drive and Surrounding Area Zoning Map



Source: Esri Community Maps, ArcGIS, 2025

Figure 3: 2920 S. Peninsula Drive Street View



Source: Daytona Beach Shores, 2025

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

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

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

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

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

Essential utility services.

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

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

Fire stations.

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

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

C. PROPOSED ZONING

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

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

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

14-17.2. Permitted Principal Uses and Structures:

Single-family dwelling.

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

14-17.3. Permitted Accessory Uses and Structures.

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

D. COMPREHENSIVE PLAN

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

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

E. REVIEW AND COMMENTS

The subject application was initiated by the property owners, Andres E. Melville, Jr. and Bonnie J. Melville. The subject property is located at 2920 S. Peninsula Drive and has an acreage of 0.283 +/-. The site has vehicular and pedestrian access to the abutting South Peninsula Drive.

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

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

F. FINDINGS OF FACT

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

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

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

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

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

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

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

Table 2: Impact Analysis (Theoretical Maximums)

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

Notes:

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

Sources:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. CONCLUSION:

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

RECOMMENDATION: The Staff recommends approval of Ordinance 2025-11 to the City Commission at the meeting held on August 11, 2025.

Exhibit D

2920 S. Peninsula Drive

Rezone Notice Requirements Met

Ord. 2025-11

(23 pages)

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

July 10, 2025

RE: 2920 S. Peninsula Drive, Tax Parcel ID: 5327 09 00 0160
Future Land Use Map Amendment and Rezoning Hearings

Dear Property Owner:

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

- **Planning and Zoning Board: August 11, 2025, at 8:30 a.m.**
- **City Commission (1st Reading): September 8, 2025, at 6:00 p.m.**
- **City Commission (Adoption): October 7, 2025, at 6:00 p.m.**

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

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

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

Abutting Property Owner Letters sent to:

North

For 2903 River Point Drive:

Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

East

For S. Peninsula Drive:
(no numeric address)

Oceans West Homeowners Association, Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

Oceans West Homeowners Association, Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

For 4 Oceans West Blvd.:

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

South

For 2922 S. Peninsula Drive:

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

West

For 2907 River Point Drive:

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

West, *continued*

For 2905 River Point Drive:

James A. Zambrotta
2138 Larkspur Ct.
Pennsburg, PA 18073

Tiffany Rose Czemba
2138 Larkspur Ct.
Pennsburg, PA 18073

7020 0090 0000 0207 6023

U.S. Postal Service™
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Domestic Mail Only

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

FLUMA+R2 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

1 7 11

Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

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

FLUMA+R2 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Frank D. Jeske
2772 S. Peninsula Dr.
Daytona Beach, Florida 32118

9590 9402 7813 2152 5068 15

7020 0090 0000 0207 6023

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

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

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

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

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

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans West Homeowners Association, Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

7020 0090 0000 0207 6030

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

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

FLUMA + RZ | 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

2 of 11

Oceans West Homeowners Assoc., Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

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

FLUMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Oceans West Homeowners Assoc., Inc.
Attn: MANAGER
2 Oceans West Blvd., Suite 101
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5070 65

7020 0090 0000 0207 6030

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by *(Printed Name)* Sherry Pyle C. Date of Delivery 7/14/25

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

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

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

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans West Homeowners Association, Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

7020 0090 0000 0207 5996

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

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

FLUMA + RZ 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

3 of 11

Oceans West Homeowners Assoc., Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

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

FLUMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Oceans West Homeowners Assoc., Inc.
Attn: PRESIDENT
3 Oceans West Blvd., Unit 6A3
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5070 72

7020 0090 0000 0207 5996

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X S. Pyles ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Pyles C. Date of Delivery 7/14/25

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

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

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

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner

7020 0090 0000 0207 6009

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

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

FLOMA + RZC 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

4 of 11

Oceans Cloverleaf North Condo. Assoc. Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

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

FLOMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Oceans Cloverleaf North Condo. Assoc. Inc.
Attn: MANAGER
4 Oceans West Blvd., Manager's Office
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5070 89

7020 0090 0000 0207 6009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X S. Pus ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Ryles
C. Date of Delivery 7/14/25

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

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

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

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

VIA CERTIFIED MAIL

July 11, 2025

Oceans Cloverleaf North Condominium Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

SUBJECT: NOTICE TO ABUTTING PROPERTY OWNERS

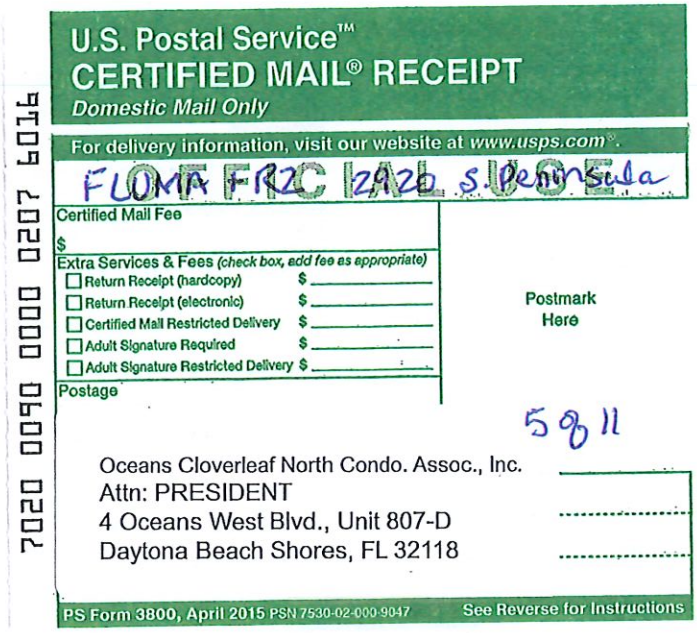
Dear Sir or Madam:

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

Sincerely,

Gwyn Herstein

Gwyn Herstein,
City Planner



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

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

FLUMA FRC 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

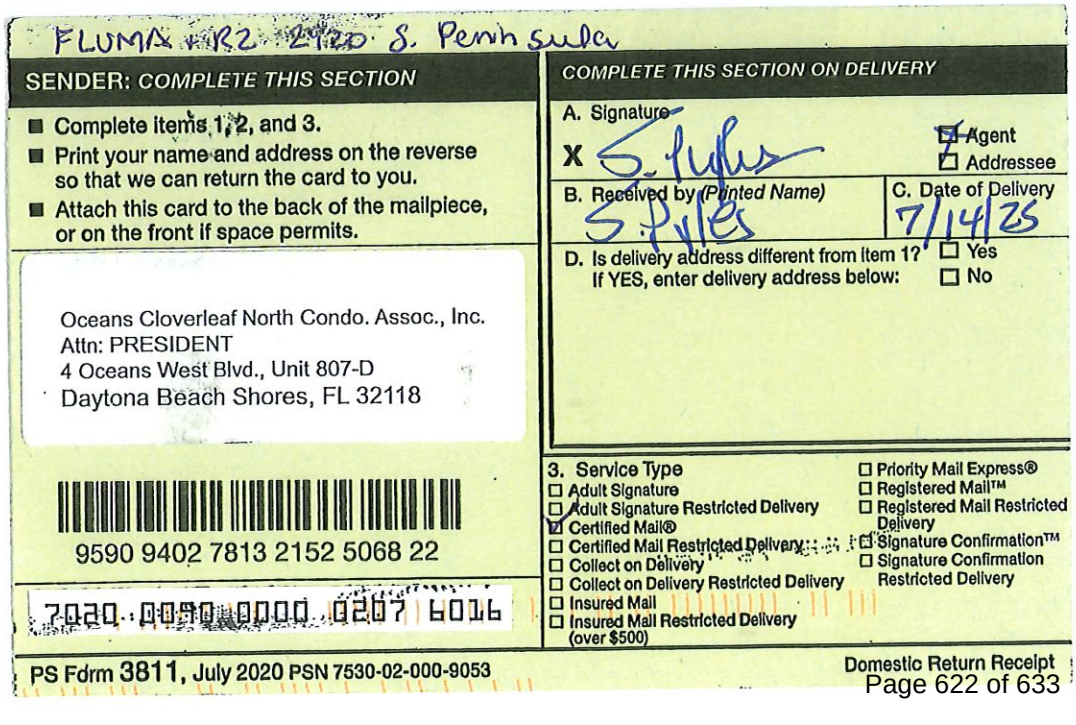
Postmark Here

5 9 11

Oceans Cloverleaf North Condo. Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

7020 0090 0000 0207 6016

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



FLUMA FRC 2920 S. Peninsula

SENDER: COMPLETE THIS SECTION

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

Oceans Cloverleaf North Condo. Assoc., Inc.
Attn: PRESIDENT
4 Oceans West Blvd., Unit 807-D
Daytona Beach Shores, FL 32118

9590 9402 7813 2152 5068 22

7020 0090 0000 0207 6016

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X S. Pyles ☐ Agent ☐ Addressee

B. Received by (Printed Name) S. Pyles

C. Date of Delivery 7/14/25

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

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

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

7020 0090 0000 0207 5941

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

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

FLOMA + RZC 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

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6 of 11

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

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

FLUMA + RZC, 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Marla Dee
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 40

7020 0090 0000 0207 5941

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Sharon Fyler ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Sharon Fyler
C. Date of Delivery 7/17/25

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

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

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

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

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

FLOMA + RZ 2920 S Peninsula

Certified Mail Fee
$

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

Postage

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7 of 11

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

7020 0090 0000 0207 5958

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

FLOMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Michael J. Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 33

7020 0090 0000 0207 5958

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* Sherry Pyles C. Date of Delivery 7/17/25

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

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

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

7020 0090 0000 0207 5965

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

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

FLOMAF+IRZ | 2920 S. Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

8 of 41

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

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

FLOMAF+IRZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Taylor Coroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 26

7020 0090 0000 0207 5965

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* Sherrie Fales | C. Date of Delivery 7/17/25

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

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

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

7020 0090 0000 0207 5972

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

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

FLOMA FRZ | 2920 S Peninsula

Certified Mail Fee
$

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

Postage

Postmark Here

9 of 11

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

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

FLOMA + RZ 2920 S. Peninsula

SENDER: *COMPLETE THIS SECTION*

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

Abel Reyna
2907 River Point Drive
Daytona Beach, FL 32118

9590 9402 7813 2152 5071 19

7020 0090 0000 0207 5972

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X S. Pyles ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Pyles C. Date of Delivery 7/14/25

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

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

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

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002075989

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

Latest Update

Your item was delivered to an individual at the address at 11:55 am on July 18, 2025 in NEWARK, DE 19711.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

NEWARK, DE 19711
July 18, 2025, 11:55 am

Arrived at USPS Regional Facility

WILMINGTON DE DISTRIBUTION CENTER
July 17, 2025, 12:45 pm

In Transit to Next Facility

July 16, 2025

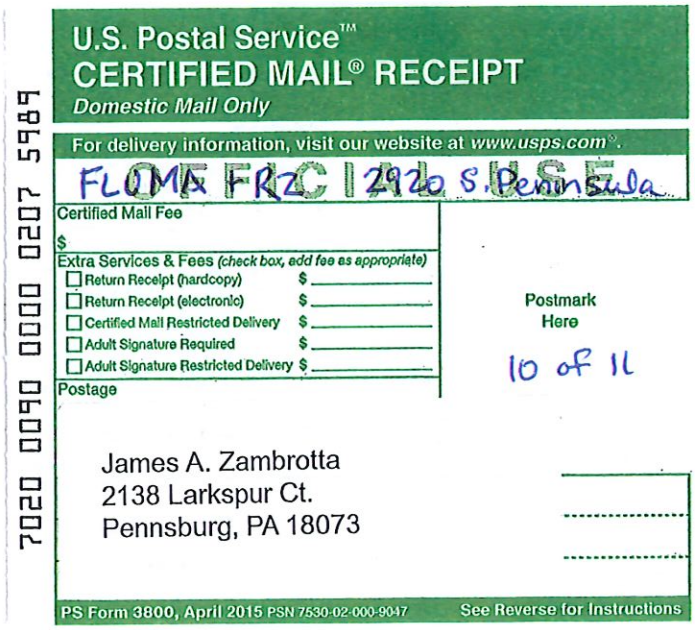
Departed USPS Regional Facility

FORT MYERS FL DISTRIBUTION CENTER
July 15, 2025, 8:10 am

Arrived at USPS Regional Facility

FORT MYERS FL DISTRIBUTION CENTER
July 14, 2025, 5:09 pm

Departed USPS Regional Facility


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
FLOMA FRZC 1926 S. Peninsula
Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
Postmark Here
10 of 11
James A. Zambrotta
2138 Larkspur Ct.
Pennsburg, PA 18073
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7020 0090 0000 0207 5989

ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 10:08 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 4:05 pm

Hide Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 10:08 pm

Arrived at USPS Regional Facility

ORLANDO FL DISTRIBUTION CENTER
July 12, 2025, 6:16 pm

Hide Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000002076047

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

Latest Update

Your item was delivered to an individual at the address at 11:55 am on July 18, 2025 in NEWARK, DE 19711.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Left with Individual
NEWARK, DE 19711
July 18, 2025, 11:55 am

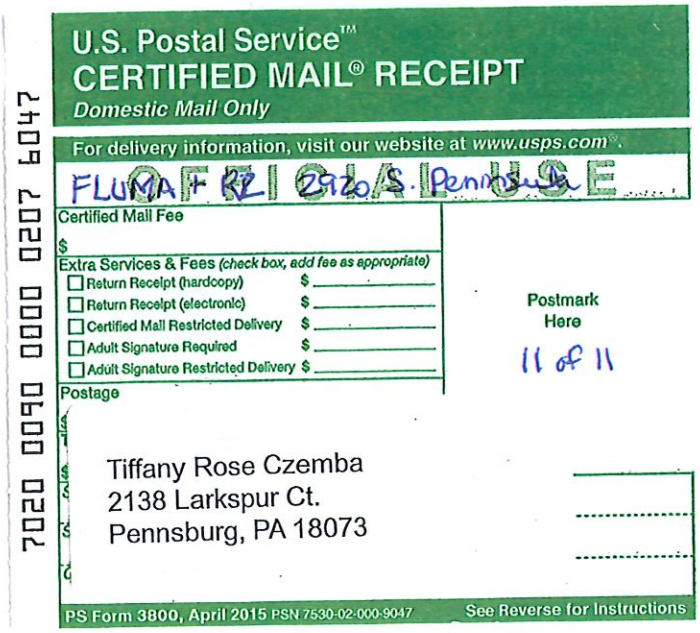
Arrived at USPS Regional Facility
WILMINGTON DE DISTRIBUTION CENTER
July 17, 2025, 12:45 pm

In Transit to Next Facility
July 16, 2025

Departed USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER
July 15, 2025, 8:10 am

Arrived at USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER
July 14, 2025, 5:08 pm

Departed USPS Regional Facility

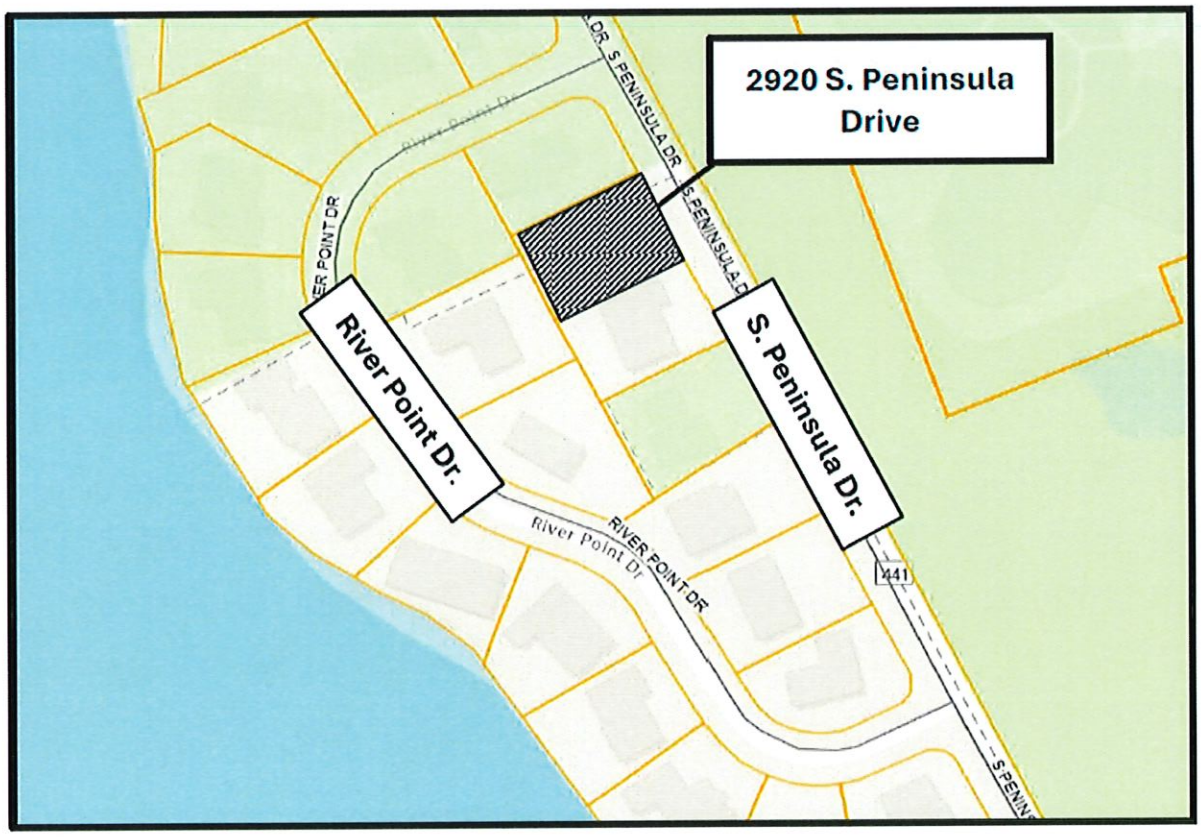


NOTICE OF REZONING

The City Commission of the City of Daytona Beach Shores, Florida, will hold a Public Hearing on Tuesday, October 7, 2025, at 6:00 p.m. to consider adoption of the following ordinance:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 2920 S. PENINSULA DRIVE, TAX PARCEL ID 5327 09 00 0160; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR 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

NOTES:

1. **This ad should be placed in the Daytona News-Journal at least 10 days prior to the City Commission adoption hearing, start date no later than Friday, September 26, 2025.**

NOTICE OF PUBLIC HEARINGS

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

Planning & Zoning Board: AUGUST 11, 2025 **AT** 8:30 AM

CITY COMMISSION (1st Reading): SEPTEMBER 8, 2025 **AT** 6:00 PM

CITY COMMISSION (Adoption): OCTOBER 7, 2025 **AT** 6:00 PM

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATIONS:

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

AND COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

to RESIDENTIAL LOW INTENSITY

2920 S. PENINSULA DRIVE • VOLUSIA COUNTY TAX PARCEL ID #: 5327 09 00 0160

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

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

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

07/28/2025