



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AMENDED AGENDA CITY COMMISSION MEETING OCTOBER 7, 2025

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. R.J. Longstreet Art Students
 - B. Proclamation for Hispanic Heritage Month
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes September 23, 2025
- 7. CONSENT AGENDA:**

- A. Executive Financial Report for August 2025
- B. Community Services Department Monthly Report - August 2025
- C. Purchase of Approved Vehicles

8. OLD BUSINESS:

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

9. QUASI-JUDICIAL HEARING

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

10. NEW BUSINESS:

- A. Ordinance 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)
- B. Resolution 2025-18 Budget Amendment #1 Unfinished FY 24-25 Projects
- C. Public Hearing: Resolution 2025-19 FY 2025-26 Sewer Rates
- D. Discussion on terms for board members
- E. Continued Discussion on City Manager Hiring Process

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN

EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

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

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

MINUTES
CITY COMMISSION MEETING
September 23, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Mayor Miller called the meeting to order at 6:00 pm. It was announced that Commissioner Conomos was not able to attend in person due to illness and wished to join by telephone.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Commissioner Conomos to join the meeting by telephone and be entitled to vote.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

2. ROLL CALL BY CITY CLERK

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

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

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS (TRIM PROCESS ONLY):

A. Resolution 2025-16 Final Levying of Ad Valorem Taxes for FY 25-26

The City Attorney read the resolution by title only. Finance Director Lory Irwin stated that the final millage would be 4.5880 which is the same rate as last year. The rolled back rate is 4.4529, so this is a tax increase of 3.03% over the rolled back rate. The first hearing was held on September 8th. Mayor Miller opened the hearing to public comment, but there was none.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2025-16 Final Levying of Ad Valorem Taxes for FY 25-26.

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

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

B. Resolution 2025-17 Adopting the Final Budget for FY 25-26

The City Attorney read the resolution by title only. Director Irwin stated that the total city budget was \$97,477,400. The individual funds were noted for the record. Mayor Miller opened the public hearing but there were no comments from the audience.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER MARK CARD to Adopt Resolution 2025-17 Adopting the Final Budget for FY 25-26.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Presentation to Rose Ann Tornatore for her service to Planning & Zoning Board
Mayor Miller presented Rose Ann Tornatore with a plaque for her 16 years of service on the Planning & Zoning Board.

B. Letter of thanks from R.J. Longstreet Elementary
Mayor Miller read the letter of appreciation from R.J. Longstreet Elementary.

C. Presentation on Hurricane Preparedness
City Manager Kurt Swartzlander, Public Safety Director Michael Fowler and Community Services Director Stewart Cruz gave a brief hurricane prep presentation. They all spoke of activities done prior, during and after the storm. The city stays in close contact with the County of Volusia Emergency Operations Center.

D. Vice Chair Matt Reinhart update on County items
Vice Chair Matt Reinhart provided an update on various county projects. They included: sand project placement, coastal feasibility study, transform 386, county wide infrastructure, Frank Rendon Park restoration and a few others. He was especially proud of the 2nd Chance Initiative with the Corrections Division. Inmates are being trained in various trade positions that would allow employment once they have been released.

7. APPROVAL OF MINUTES

A. City Commission Minutes September 8, 2025
COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of September 8, 2025.

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

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

8. CONSENT AGENDA:

A. Public Safety August monthly report

B. Approval to Re-appoint Planning & Zoning Members and Appoint Alternate member to Regular Status

C. Approval for Axon Contracts for Public Safety

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

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

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

9. NEW BUSINESS:

- A. Consideration to appoint member to Volusia Flagler Transportation Planning Organization Citizens' Advisory Committee

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the appointment of Susan Zahniser to the Volusia Flagler Transportation Planning Organization Citizens' Advisory Committee for a term of six months.

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

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

- B. Approval of Parks and Recreation Master Plan

Brett Kuzoian, consultant from Castle Bay Design Studio, gave a brief presentation on the proposed Parks & Recreation Master Plan. He noted that the citizen response was excellent in both the in-person meetings and the household survey. Overall, the residents would like to see more shade, particularly near the pickleball courts, the creation of multi-use trails, additional programs at the community center, and enhanced McElroy Park. A concept plan for McElroy Park was shown and discussed. The City Commission held a brief discussion stating the plan was great but there were concerns regarding funding any potential enhancements. At this time, there is no funding towards any large park improvements in the budget for next fiscal year.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Parks and Recreation Master Plan.

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. Continued Discussion on City Manager Hiring Process

Vice Mayor Politis stated that he is working with City Attorney Vose to ensure the hiring process is done in the "sunshine". A few resumes have been received. Attorney Vose has prepared an outline for the commission to follow, but he would like to fine tune that and will bring back options to the next meeting. Mayor Miller felt like having 90 days to apply was extremely long. She would like to consider changing the closing date to only 45 or 60 days. The remaining commissioners were in agreement with the change to the closing date, but some felt it may not make a difference as the holiday season was beginning. Another topic of discussion was the selection committee members. The Mayor would like to see a resident added to the recommended members.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD, to change the closing date for City Manager applications to be 60 days or November 15th.

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

There were no additional City Attorney comments.

11. CITY MANAGER COMMENTS

There were no additional City Manager comments.

12. COMMISSION COMMENTS:

Commissioner Dembinsky requested to be excused for the next meeting as he would be out of the country.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to approve the excused absence of Commissioner Dembinsky at the next meeting.

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

No: None

Mayor Miller reviewed the upcoming events.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items discussed for the next agenda.

15. ADJOURNMENT:

The meeting ended at 8:08 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 7, 2025 AGENDA**

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

SYNOPSIS:

August year-to-date executive report containing general fund budget revenues of \$23,464,898 and expenses of \$22,532,816 including capital expenditures of \$3,678,151. The sewer fund has total year-to-date revenues of \$6,836,086 and expenditures of \$6,242,055 with capital expenditures totaling \$351,686. This is inline with budgeted amounts.

Investments total \$38,145,373 between cash and treasuries; \$25,725,955 for the general fund and \$12,419,418 in the sewer fund.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 24-25 Pd 11 August 2025

EXECUTIVE SUMMARY

Month Ending August, 2025

August, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$23,464,898	\$22,532,816	\$932,082	4%
General Fund Sub-Total	\$23,464,898	\$22,532,816	\$932,082	4%
Sewer Fund Operations	\$6,827,688	\$6,239,061	\$588,627	9%
Sewer Fund Restricted Impact Fee	\$8,398	\$2,994	\$5,404	64%
Sewer Fund Sub-Total	\$6,836,085	\$6,242,055	\$594,031	9%
TOTAL ALL FUNDS FISCAL YTD	\$30,300,984	\$28,774,870	\$1,526,113	5%

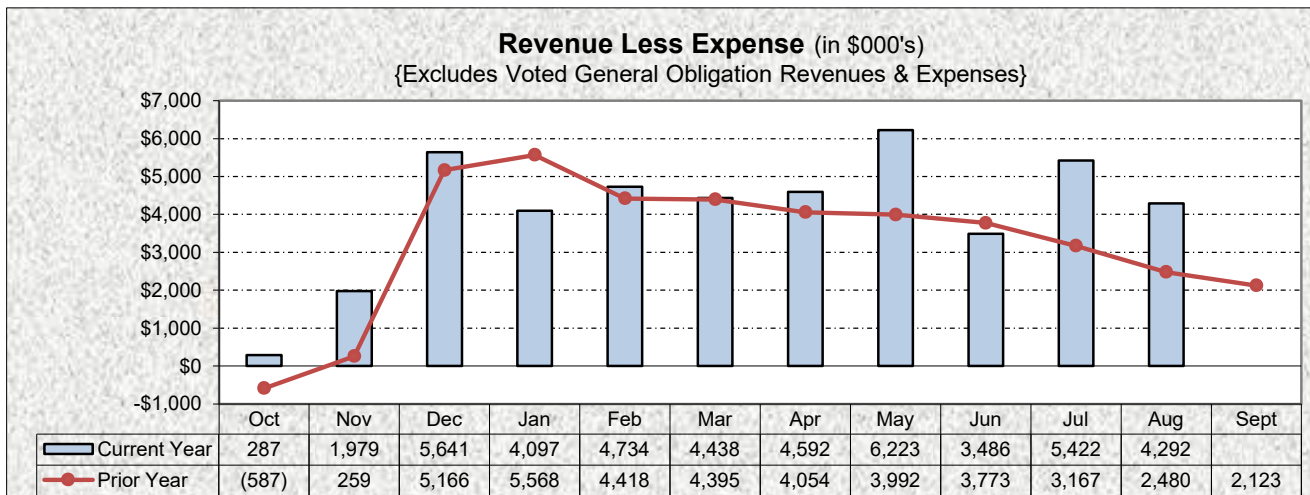
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$25,725,955	\$24,585,735	\$1,140,220	5%
Sewer Fund	\$12,419,418	\$11,867,258	\$552,160	5%
Sub-Total Operating Funds	\$38,145,373	\$36,452,993	\$1,692,380	5%
TOTAL ALL FUNDS	\$38,145,373	\$36,452,993	\$1,692,380	5%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$23,744)	\$359,659	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,192,531	\$260,631	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,168,787	\$620,291	\$1,789,078

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

Month Ending August, 2025

NON-G.O. FUNDS	August, 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	\$17,926	\$23,465	\$14,275	\$9,190	64%
General Fund Capital	\$7,207		\$0	\$0	
Utility Fund	\$11,466	\$6,828	\$2,545	\$4,283	168%
Utility Fund Capital	\$13,984		\$0	\$0	
Total Revenues & Appropriations	\$50,582	\$30,293	\$16,820	\$13,473	80%
Expenses ('000s)					
General Fund Less Capital	\$17,916	\$18,855	\$7,389	\$11,466	155%
General Fund Capital	\$7,218	\$3,678	\$443	\$3,235	730%
Utility Fund	\$11,466	\$2,888	\$1,899	\$989	52%
Utility Fund Capital	\$13,984	\$579	\$0	\$579	
Total Expenses & Appropriations	\$50,582	\$26,000	\$9,731	\$15,690	161%
Revenue Less Expense ('000s)					
General Fund	\$0	\$932	\$6,443	(\$5,511)	(\$1)
Utility Fund	\$0	\$3,360	\$646	\$2,714	420%
Revenue Less Expense	\$0	\$4,292	\$7,089	(\$2,797)	-39%



General Fund Detail Budget Report

Month Ending August, 2025

	August, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	9,900,442	9,059,215	841,228	9.29%
Business Taxes	99,000	105,239	110,066	(4,826)	-4.39%
Utility Taxes	1,071,800	1,009,837	977,819	32,019	3.27%
Permits & Franchise Fees	1,144,600	1,012,516	959,624	52,892	5.51%
Intergovernmental	2,148,200	686,932	675,605	11,327	1.68%
Donations	-	235	720	(485)	-67.39%
Charges for Services	1,967,000	2,106,450	1,989,538	116,912	5.88%
Fines & Forfeitures	105,000	116,808	147,766	(30,957)	-20.95%
Non-G.O Interest	685,000	774,785	742,540	32,245	4.34%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	961,202	1,292,713	163,636	1,129,077	689.99%
Internal Services	1,266,700	1,153,442	991,738	161,704	16.31%
Non G.O. Transfer In-Fund Balance	5,661,898	5,305,498	0	5,305,498	
Non-G.O. Gen. Fund Revenue	\$ 25,133,400	\$ 23,464,898	\$ 15,818,267	\$ 7,646,631	48.34%
Non-G.O. CAPITAL Revenue	7,206,961	5,561,961		5,561,961	
Total Non-G.O. Revenue	32,340,361	29,026,859	15,818,267	13,208,592	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	146,010	139,400	6,610	4.74%
Executive	829,800	654,763	739,296	(84,533)	-11.43%
Finance	762,600	545,276	471,410	73,867	15.67%
Legal Counsel	189,700	112,172	117,543	(5,372)	-4.57%
Comp. Planning	148,000	116,352	75,748	40,604	53.60%
Information Technology	746,142	649,979	588,590	61,389	10.43%
Other Gov't Services	59,000	5,887	37,844	(31,956)	-84.44%
Public Safety Operations	7,468,000	6,156,190	5,528,043	628,147	11.36%
Building Dept.	757,700	492,011	570,611	(78,600)	-13.77%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	1,627,474	1,439,596	187,879	13.05%
Public Works Operations	2,240,556	1,612,269	1,366,409	245,860	17.99%
Inventory	-	-	-	-	
Human Resources	67,100	1,784	-	1,784	
Parks & Rec	609,639	522,199	500,743	21,456	4.28%
Community Center	690,644	509,451	582,092	(72,641)	-12.48%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	19,961	28,301	(8,340)	-29.47%
Contingency/Transfers	8,373,061	5,434,061	-	5,434,061	
Long-Term Debt	225,658	248,827	329,259	(80,432)	-24.43%
Non-G.O. Operations Expense	25,133,400	18,854,665	12,514,884	6,339,781	50.66%
Non-G.O. CAPITAL Expense	7,206,961	3,678,151	1,184,355	2,493,796	210.56%
Total Non-G.O. Expense	32,340,361	22,532,816	13,699,239	8,833,577	64.48%
Non-G.O. Revenue Less Expense	\$ -	\$ 932,082	\$ 2,119,028	\$ (1,186,946)	-56.01%

Utility Fund Detail Budget Report

Month Ending August, 2025

Fund 401		VERSUS PRIOR YEAR TO DATE			
	August, 2025			Vs. Prior Yr.	
	Current Budget	Current YTD Actual	Prior YTD Actual	Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$ 4,739,200	\$3,217,991	\$2,501,885	\$716,106	29%
Interest	215,000	256,109	301,607	(45,498)	-15%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	6,551,700			0	
Transfer from Fund Balance	\$ 3,384,088	3,353,588	0	3,353,588	
Total Operating Revenues	\$ 25,432,988	\$6,827,688	\$2,803,492	\$4,024,196	14%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 11,449,400	\$2,885,473	\$2,579,015	(\$306,458)	-12%
- 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	\$ 25,432,988	\$6,239,061	\$2,579,015	(\$306,458)	-12%
Operations Margin	\$ -	\$588,627	\$224,477		
% Gain/(Loss)		9%	9%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 8,285	\$11,800	(\$3,515)	-30%
Impact Fee Interest	100	113	91	22	24%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 8,398	\$ 11,891	\$ (3,493)	-29%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 2,994	\$5,736	\$ 2,742	48%
Total Impact Fee Expense	\$ 16,100	\$ 2,994	\$5,736	\$ 2,742	48%
Impact Fee Margin	\$ -	\$ 5,404	\$ 6,155	\$ (751)	-12%
% Gain/(Loss)		180%	107%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 25,449,088	\$6,836,085	\$3,520,153	\$3,315,932	
TOTAL FUND Expense	\$ 25,449,088	\$6,242,055	\$3,159,451	\$3,082,604	
FUND Revenue Less Expense		\$594,031	\$360,702	\$6,398,536	

[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 August, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	10,800	-
30100 GF Improvements	Improvements	355,000	24,434
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	
30500 PS Vehicles/Equipment	Equipment/Vehicles	2,677,600	-
30800 GF Transportation	Improvements	299,400	
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	10,100
32200 GF Leisure Capital	Improvements, Machinery	950,961	14,487
601 Forfeiture	Machinery/Equipment		
GENERAL FUND TOTAL		7,217,761	49,021
40800 SWR Equipment	Equipment	166,000	-
40900 SWR Improvements	Improvements	13,817,588	351,686
	Capital Offset to Depreciation Exp	(13,983,588)	(2,496,411)
GRAND TOTAL		7,217,761	49,021

INVESTMENT REPORT
Month Ending August, 2025

Policy Restrictions

<u>Investment</u>	<u>August, 2025</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	73.3%	Yes
Cash & CDs	CASH			None	26.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 629	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 629	4.48%	0%
TOTAL SBA						\$ 1,258		0.0%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 2,844,853	3.94%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	\$ 2,161,645	3.87%	6%
U.S. Treasury Bill	912797NL7	11/29/2024	Investment	USGS	General Fund	\$ 5,886,842	3.03%	15%
U.S. Treasury Bill	912797PW1	9/11/2025	Investment	USGS	General Fund	\$ 3,991,766	2.26%	10%
U.S. Treasury Bill	912797NA1	10/30/2025	Investment	USGS	General Fund	\$ 3,989,151	4.00%	10%
U.S. Treasury Bill	912797NA0	10/30/2025	Investment	USGS	General Fund	\$ 2,846,839	3.02%	7%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	Sewer Fund	\$ 1,668,516	3.93%	4%
U.S. Treasury Bill	912797QD2	11/28/2025	Investment	USGS	Sewer Fund	\$ 2,844,198	3.69%	7%
U.S. Treasury Bill	912797PW1	4/16/2026	Investment	USGS	Sewer Fund	\$ 1,711,185	2.26%	4%
TOTAL US TREASURIES						\$ 27,944,995		73.3%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 7,297,589	0.75%	19%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,840,271	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,917	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 880,359	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,702	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,947	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 10,199,121		26.7%

TOTAL CURRENT VALUE @ PERIOD END	\$38,145,373
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	2.4339%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 25,725,955	\$ 25,603,257	\$ 26,928,469	\$ 24,129,394
Sewer Fund	\$ 12,419,418	\$ 13,242,474	\$ 11,746,176	\$ 12,401,975
TOTAL	\$ 38,145,373	\$ 38,845,731	\$ 38,674,645	\$ 36,531,369
Percent Change for Current	N/A	-1.8%	-1.4%	4.4%

Month Ending August, 2025
August, 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%	\$ 629		\$28
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 7,297,589		\$54,732
	<i>Includes Contraband Pool Cash</i>			\$ 44,055		\$0
	<i>Includes Economic Development Cash</i>			\$ 535,900		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 1,851,609		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,280,310)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,947	0.15%	\$ 36,947	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$880,359	0.75%	\$ 880,359	-	\$6,603
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (193,850)		\$0
	CD (5936)	\$110,336	1.85%	\$ 110,336	\$0	\$2,041
JP Morgan	US Treasury Securities	\$18,487,238	3.30%	\$ 18,874,256	\$387,019	\$610,153
ALL GENERAL FUND			3.79%	\$ 25,725,955	\$387,019	\$673,612
PRIOR MONTH				\$ 25,603,257		

SEWER OPERATING						
SBA	Investment (032)	\$629	4.47%	\$ 629	\$0	\$28
BoA	Sewer Operating Fund (4319)	\$1,840,271	0.75%	\$ 1,840,271		\$13,802
Seacoast	Cash (4966)	\$22,702	0.15%	\$ 22,702	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,398,617		\$0
JP Morgan	US Treasury Securities	\$8,932,204	3.25%	\$ 9,070,739	\$138,534	\$290,589
ALL SEWER OPERATING FUND			4.10%	\$ 12,332,957	\$138,534	\$304,453
PRIOR MONTH				\$ 13,159,307		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 10,917		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 75,544		\$0
ALL SEWER IMPACT			0.09%	\$ 86,461	\$0	\$82
PRIOR MONTH				\$ 83,167		

ALL FUNDS			2.56%	\$ 38,145,373	\$525,553	\$978,147
PRIOR MONTH				\$ 38,845,731		
MONTHLY CHANGE				\$ (700,358)		
MONTHLY CHANGE %				-1.8%		

Month Ending August, 2025

August, 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	3.94%	\$ 2,844,853	\$ 91,095		\$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	3.87%	\$ 2,161,645	\$ 60,600		\$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797PW1	06/12/25	09/11/25	\$ 3,996,000		\$ 3,953,980	2.26%	\$ 3,991,766	\$ 37,786		\$ 42,020
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	4.00%	\$ 3,989,151	\$ 131,867		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NL7	05/29/25	11/28/25	\$ 5,945,000		\$ 5,821,172	3.03%	\$ 5,886,842	\$ 65,670		\$ 123,828
ALL GENERAL FUND					\$ 19,004,000		\$ 18,487,238		\$ 18,874,256	\$ 387,019	\$ -	\$ 516,762
PRIOR MONTH									\$ 18,798,384			3.30%

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	3.93%	\$ 1,668,516	\$ 48,756		\$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797NA0	04/29/25	10/30/25	\$ 2,866,000		\$ 2,808,369	3.02%	\$ 2,846,839	\$ 38,470		\$ 57,631
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	\$ 2,913,000		\$ 2,809,099	3.69%	\$ 2,844,198	\$ 35,099		\$ 103,901
J.P.Morgan	US Treasury Bill (12-month)	912797PW1	06/12/25	09/11/25	\$ 1,713,000		\$ 1,694,976.03	2.26%	\$ 1,711,185	\$ 16,209		\$ 18,024
ALL SEWER OPERATING FUND					\$ 9,177,000		\$ 8,932,204		\$ 9,070,739	\$ 138,534		\$ 244,796
PRIOR MONTH									\$ 9,030,607			3.25%

ALL FUNDS					\$ 28,181,000		\$ 27,419,442		\$ 27,944,995	\$ 525,553		3.29%
PRIOR MONTH									\$ 27,828,991			
MONTHLY CHANGE									\$ 116,004			
MONTHLY CHANGE %									0.4%			



**CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 7, 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 - August 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 9
 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: 3

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Peck Plaza	2625 South Atlantic Avenue	8/1	Structural concrete repairs to parking garage	\$155,000.00	\$1,502.14
Traxler Residence	2515 South Atlantic Avenue, Unit 505	8/4	Install 4 motorized roll down hurricane shutters	\$13,800.00	\$159.70
Dimucci Twin Towers	3315 South Atlantic Avenue	8/4	Install 44 concrete mount fall protection roof anchors	\$36,375.00	\$371.36
Bernheim Residence	3757 South Atlantic Avenue, Unit 1702	8/4	Install 2 motorized rolldown hurricane shutters	\$12,000.00	\$143.50
Loftin Residence	3047 South Atlantic Avenue, Unit 1002	8/5	Kitchen remodel, new counter tops	\$12,600.00	\$148.90
East Residence	3333 South Atlantic Avenue, Unit 706	8/7	Change out 3.5 ton HVAC system	\$12,155.00	\$140.90
Suite Key Holdings LLC	3501 South Atlantic Avenue, Unit 527	8/8	Interior remodel, new drywall, cabinets, shower, vanity	\$42,000.00	\$424.97
Fresh Stop	1910 South Atlantic Avenue	8/8	Re-roof 1800 square feet with TPO membrane	\$21,000.00	\$226.01
Kreps Residence	3855 South Atlantic Avenue, Unit 706	8/11	Change out 3 ton HVAC system	\$12,000.00	\$143.50
Mittra Residence	1925 South Atlantic Avenue, Unit 710	8/11	Install 5 motorized roll down hurricane shutters	\$23,272.00	\$246.96
Arena Residence	3003 South Atlantic Avenue, Unit 11C5	8/11	Remodel kitchen, install vanities in 2 bathrooms	\$32,000.00	\$249.69

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Barrie Residence	3 Oceans West Boulevard, Unit 4D5	8/11	Remodel kitchen and 2 bathrooms, cabinets and tops	\$114,000.00	\$1,111.30
Adams Residence	3023 South Atlantic Avenue, Unit 607	8/11	Replace kitchen, and 2 bathrooms, cabinets and tops	\$35,000.00	\$358.24
Melville Residence	2920 South Peninsula Drive	8/12	Change out 4 ton A/C system and ductwork	\$18,100.00	\$199.26
Beachside Hotel	3309 South Atlantic Avenue	8/12	Replace 24 balcony railings, East side of building	\$15,000.00	\$170.66
Opacki Residence	2 Oceans West Boulevard, Unit 703	8/13	Remodel 3 bathrooms, tub to shower conversion	\$27,000.00	\$281.98
Shuler Residence	2515 South Atlantic Avenue, Unit 908	8/14	Change out 3.5 ton A/C system	\$11,388.00	\$137.99
Kempf Residence	3855 South Atlantic Avenue, Unit 1101	8/14	Change out 2.5 ton A/C unit	\$12,000.00	\$143.50
Fresh Stop	1910 South Atlantic Avenue	8/18	Remodel gas station, new storefront, exterior panels	\$91,500.00	\$896.82
Fresh Stop	1910 South Atlantic Avenue	8/18	Change 16 florescent lights to LED, 5 new exterior lights	\$14,000.00	\$109.00
Fresh Stop	1910 South Atlantic Avenue	8/18	Replace 4 ton A/C unit, 4hp refrigeration equipment	\$16,000.00	\$121.00
Fresh Stop	1910 South Atlantic Avenue	8/18	Replace sink, toilet and water heater	\$10,500.00	\$88.00
Phillips Residence	2937 South Atlantic Avenue, Unit 1607	8/18	Change out 3.5 ton water to air heat pump package unit	\$10,182.00	\$127.14
2626 Condo	2626 South Atlantic Avenue	8/18	Re roof flat mansard roof, install gutters and downspout	\$155,554.00	\$1,507.41
Curran Shores South	3641 South Atlantic Avenue	8/19	Install new swimming pool and plumbing pack	\$177,100.00	\$1,712.81
Arena Residence	3003 South Atlantic Avenue, Unit 11C5	8/19	Change out 3 ton HVAC system	\$12,500.00	\$148.00
Quinteros Residence	4 Oceans West Boulevard, Unit 306B	8/19	Replace impact windows and sliding glass doors	\$28,350.00	\$294.85
Sanders Residence	2967 South Atlantic Avenue, Unit 1203	8/19	Replace sliding glass doors	\$11,679.00	\$140.60
Knerr Residence	3003 South Atlantic Avenue, Unit 19B3	8/19	Install (2) sliding glass doors and (1) sliding glass window	\$27,162.63	\$283.53
Marinaccio Residence	2917 South Atlantic Avenue, Unit 202	8/20	Replace 3 sliding glass doors, size for size	\$17,500.00	\$193.72
Mittra Residence	1925 South Atlantic Avenue, Unit 604	8/20	Install 4 motorized rolldown hurricane shutters	\$21,059.00	\$226.55
Levasseur Residence	3333 South Atlantic Avenue, Unit 1605	8/20	Install 2 motorized rolldown hurricane shutters	\$10,400.00	\$129.10
Albrigo Residence	3333 South Atlantic Avenue, Unit 2006	8/20	Install 4 motorized rolldown hurricane shutters	\$20,948.00	\$225.53
Boykin Residence	3333 South Atlantic Avenue, Unit 402	8/20	Install 2 motorized rolldown hurricane shutters	\$10,977.00	\$134.29

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Atrium One Condo	3013 South Atlantic Avenue	8/20	Install 3 motorized rolldown hurricane shutters	\$16,067.00	\$180.50
City of DBS City Hall	2990 South Atlantic Avenue	8/20	Install 144 sq. feet of 6" ADA concrete apron at sidewalk	\$10,100.00	\$0.00
City of DBS Public Safety	3050 South Atlantic Avenue	8/20	Repair ceiling and drywall in 2 nd floor hallway	\$17,470.00	\$0.00
Wang Residence	2937 South Atlantic Avenue, Unit 1205	8/21	Replace sliding glass doors	\$19,800.00	\$214.94
Gladden Residence	4 Oceans West Boulevard, Unit 501C	8/21	Replace 3 sliding glass doors	\$19,270.00	\$210.05
Shoreline All Suites	2435 South Atlantic Avenue	8/22	Remove TPO on buildings 1 and 5, coat with silicone	\$39,500.00	\$401.13
Cabana Colony Cottages	2501 South Atlantic Avenue	8/22	Install metal roof system on buildings 4, 5, 6, and 7	\$23,500.00	\$249.08
Zodiac Condo	3761 South Atlantic Avenue	8/22	Miscellaneous concrete and siding repairs	\$22,000.00	\$235.24
Truist Bank	3640 South Atlantic Avenue	8/25	Change out 7.5 ton package RTU unit	\$12,805.00	\$225.74
Fisher Residence	3425 South Atlantic Avenue, Unit 1405	8/25	Install 2 motorized rolldown hurricane shutters	\$11,400.00	\$138.10
Somboonkulavudi Residence	3311 South Atlantic Avenue, Unit 1501	8/25	Install 3 motorized rolldown hurricane shutters	\$13,880.00	\$160.42
Leonard Residence	3425 South Atlantic Avenue, Unit 2006	8/25	Install 3 motorized rolldown hurricane shutters	\$12,200.00	\$145.30
Castellani Residence	3003 South Atlantic Avenue, Unit 15A2	8/27	Replace 1 window and 4 sliding glass doors	\$44,500.00	\$448.80
Ortman Residence	2937 South Atlantic Avenue, Unit 1905	8/27	Replace 2 sliding glass doors, size for size	\$19,700.00	\$214.02
Sea Fern Condo	3807 South Atlantic Avenue	8/27	Repair concrete, paint building	\$290,076.00	\$2,789.76
Skowlund Residence	2515 South Atlantic Avenue, Unit 1002	8/27	Change out 4 ton HVAC system	\$13,222.00	\$154.49
Oceans Eight Condo	2937 South Atlantic Avenue	8/28	Replace trash chute, trash chute doors, and drywall	\$52,000.00	\$1,127.89
Sikinger Residence	3023 South Atlantic Avenue, Unit 907	8/28	Change out 2 ton vertical straight cool system	\$13,629.00	\$158.15
Trainor Residence	2515 South Atlantic Avenue, Unit 303	8/29	Install 7 motorized roll down hurricane shutters	\$24,060.00	\$254.24
Obradovich Residence	2515 South Atlantic Avenue, Unit 1103	8/29	Install 7 motorized roll down hurricane shutters	\$21,395.00	\$229.66
Frezza Residence	2515 South Atlantic Avenue, Unit 1104	8/29	Install 4 motorized roll down hurricane shutters	\$14,622.00	\$167.18
Beach Haven Inn	2115 South Atlantic Avenue	8/29	Install shingles on gable roof, replace damaged gutters	\$31,000.00	\$320.11
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,382,297.63	\$20,523.71

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	AUGUST 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
BUILDING	\$19,516.92	\$243,953.60	\$18,729.90	\$204,391.19
ROOF	\$5,114.46	\$47,009.05	\$238.13	\$29,075.13
DEMOLITION	\$0.00	\$125.00	\$340.00	\$680.00
ELECTRICAL	\$2,694.00	\$43,131.05	1,605.48	\$26,438.77
MECHANICAL	\$4,455.75	\$47,893.74	\$4,629.70	\$46,817.02
PLUMBING	\$3,392.33	\$36,038.63	\$3,306.25	\$47,160.76
SIGN	\$56.00	\$2,444.88	\$491.25	\$3,776.62
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$440.00	\$1,100.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$252.00	\$3,505.44	\$261.00	\$2,730.62
DEVELOPMENT FEES	\$1,850.00	\$4,940.00	\$25.00	\$19,550.84
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$37,331.46	\$429,041.39	\$30,066.71	\$381,720.95

Building Division Activities:

ACTIVITY	AUGUST 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	AUGUST 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
INSPECTIONS	{243} + [0] = 243	2889	{7} + [322] = 329	3517
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	1	4
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2
FINAL INSPECTIONS	{171} + [0] = 171	1814	{7} + [211] = 218	2314
FAILED INSPECTIONS	{23} + [0] = 23	215	{3} + [38] = 41	464

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: \$45,424,958.03

Projects Begun Last Fiscal Year – 2023 to 2024: \$88,785,455.00

Projects Begun Two Fiscal Years Ago – 2022 to 2023: \$64,300,811.00

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

FACILITIES MAINTENANCE DIVISION:

This division has three positions, two building maintenance employees and one custodial position. All positions are currently filled.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed 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: Installed thermostat cover, raised shelf in the kitchen, repaired sink in upstairs kitchen, repaired cart wheels, worked on perimeter pavers around numerous courts, replaced evaporator in service room, repaired toilets, repaired AC alarm from fan motor, replaced transducer

- Public Safety: Set rat traps, sealed top of evidence shed, scrubbed fence around chiller, cleaned units in evidence building, fixed exit gate, assessed hot water and AC issues, repaired door from annex to evidence, repaired gym urinal, repaired jail urinal
- City Hall: Continued work on bathroom rehabs (all floors), checked AC (first and third floor), checked ductwork for leak, assessed IT AC issues

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician. In August, this division was 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:

- Installed towaway signs around city properties
- Assisted with continued bathroom rehabs for city hall
- Assisted with AC repairs at the community center
- Attended sandbag machine training
- Replaced ceiling tiles on 3rd floor at city hall

- Repaired hand railing and wood railing on Ocean Vistas walkover
- Replaced boards and railing on Fornari Park walkover
- Installed new bottled water racks and move some to PS
- Hung TV at PS 2nd floor office
- Installed concrete form and repaired broken curb McElroy Park
- Repaired pothole on Sunrise Boulevard
- Hung patriotic street banners for Labor Day
- Trimmed palms on Florida Shores Boulevard
- Cleaned out Fornari Park shower pad foot wash
- Fixed the gate and repaired/painted fencing
- Prepped McElroy Park pickleball area for replacement rock
- Repaired toilet at Fornari Park
- Fixed the wind screens at the community center
- Repaired the pavers at the south city limit sign
- Wrapped a broken chair for removal from tennis courts
- Removed rust and painted doors at McElroy and Fornari Parks
- Repaired broken foot wash at tennis courts
- Repaired irrigation damaged from fiber optic trenching at PS

Electrician:

- Electrical Locates: 51
- Installed & removed turtle shields on light poles and pulled fuses as needed
- Installed new tenons and light fixtures on street light poles
- Removed switches from pulled exhaust fans in fire bay
- Figured out programming issue with decoder at pavilion for rope lights
- Replaced meter can at north city limit sign
- Repaired/replaced numerous exit signs and emergency lights
- Replaced 4 light fixtures on north city limit sign
- Replaced battery & cleaned contacts on the weather station at PS

- Replaced GFI at pickle ball water fountains
- Assisted in the assessment of AC issue in city hall

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 – 72
- Sewer credit meter read – 0
- Checked sewer availability at 3724 Cardinal and 3064 Liberty
- Checked sewer back up at 3230 S. Atlantic and 157 Key Colony
- Changed out broken exhaust fan Station 3
- Changed out coolant hose leak at Station 5
- Removed leaking cylinder from the track hoe and had repaired
- Fixed grab bar on truck 169
- Replaced the toilet at Station 3
- Installed new PVC post at Station 3
- Escorted surveyors around stations



CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Purchase of Approved Vehicles

SYNOPSIS:

This item is for the purchase of 1 administrative and 3 patrol vehicles, which was approved by commission in the FY 25/26 budget. The total purchase is less than the budgeted amount.

FISCAL IMPACT STATEMENT:

BACKGROUND:

This purchase is for one administrative and three patrol vehicles from Bartow Ford using the piggyback contract from Pasco County. The contract was originally awarded in May 2021 and has been extended through May 04th, 2026. The city will be purchasing two Interceptors, one F-150, and one Explorer. This purchase is approximately \$1236.00 below the approved budgeted amount.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we approve the item as presented on consent.

ATTACHMENT:

1. Renwal Bartow Agreement Signed
2. IFB-RR-21-042 BID AWARD
3. IFB-RR-21-042 Solicitation
4. 2026 PATROL K8A GAS UTILITY WORKSHEET PC
5. 2026 F150 RESPONDER WORKSHEET PC
6. 2026 ST EXPLORER WORKSHEET PC

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

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

WITNESSETH

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

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

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

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

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

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

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



Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

County:
PASCO COUNTY, FLORIDA

By:

Kathryn E. Starkey, Chairman

APPROVED
IN SESSION

Date: MAR 25 2025, 2025

PASCO COUNTY
BCC

[SEAL]

Contractor:
Bartow Ford Company

By:

Printed Name: RICHARD WEISSINGER

Title: COMMERCIAL FLEET SALES

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

}

} ss

COUNTY OF POLK

}

The foregoing instrument was acknowledged before me on 26th FEB, 2025, by means of:

☒ physical presence or

☐ online notarization

by [as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] RICHARD WEISSINGER, who executed the foregoing instrument as

[Title] COMMERCIAL FLEET SALES of

[Corporation or Company Name] BARTON FORD CO, a:

☒ corporation or

☐ limited liability company

organized under the laws of [State] FL

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

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

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

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

Said person is (check one below):

☒ Personally known to me, or

☐ Has produced _____ as identification.

[Notary Stamp or Seal]



Lynn Marie Burgett

Signature of person taking acknowledgment

Lynn Marie Burgett

Print Notary's name

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

Notice

[Closed Bid]

Solicitation Number IFB-RR-21-042
Title Ford Motor Company Vehicles

Basic Information

Reference Number 0000252039
Issuing Organization Pasco County Board of County Commissioners
Owner Organization Fleet
Solicitation Type IFB - Invitation for Bid (Formal)
Solicitation Number IFB-RR-21-042
Title Ford Motor Company Vehicles
Source ID PU.AG.USA.1543.C9340351
Piggyback Solicitation No

Details

Location Pasco County, Florida
Delivery Point Pasco County, FL
Purchase Type Duration:3 years
 Option: Two one-year options

Dates

Publication 01/21/2021 01:22 PM EST
Question Acceptance Deadline 02/05/2021 05:00 PM EST
Questions are submitted online No
Closing Date 02/16/2021 02:00 PM EST

Contact Information

Ruby Ranne
 727-847-8194 ext. 8758
 rranne@pascocountyfl.net

Description

It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

Buyer's Requirements

General Requirements

- FOB Destination
- Insurance Required
- Warranty Information Required

Award Requirements

- Reserve Rights to Award by Line Item

Required Acknowledgement

IFB-RR-21-042

Please include all forms and any addenda with your bid. Offeror's form must be completely filled out and signed by two different witnesses.

Bid Submission Process

Bid Submission Type Electronic or Physical Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Additional Bidding Instructions It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

Addendum

Addendum	Date
Addendum No. 1	01/26/2021 11:01 AM EST
Addendum No. 2	01/28/2021 03:43 PM EST
Addendum No. 3	02/01/2021 08:09 AM EST

Categories

Selected Categories

NIGP Categories (2)	
072	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)
07200	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)
071	AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)
07100	AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)

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Documents

Additional Pricing Information

[A] Clarification re: pricing discounts are included in Addendum No. 3.

Addendum No. 3

Document	Size	Uploaded Date	Language
Addendum No. 3 [pdf]	217 Kb	02/01/2021 08:08 AM EST	English

Addendum No. 2

Document	Size	Uploaded Date	Language
Addendum No. 2 [pdf]	232 Kb	01/28/2021 03:41 PM EST	English

Addendum No. 1

Document	Size	Uploaded Date	Language
Addendum No. 1 [pdf]	207 Kb	01/26/2021 10:59 AM EST	English

Original Solicitation

Document	Size	Uploaded Date	Language
IFB-RR-21-042 [pdf]	382 Kb	01/21/2021 01:07 PM EST	English

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Fenton Mobility Products, Inc.	Mary Gabalski	02/01/2021 08:21 AM EST	Randolph	New York
AMSCO	Neil Connelly	01/27/2021 11:56 AM EST	Tampa	Florida
Cummins Sales & Service	Darrin Mellinger	01/25/2021 03:01 PM EST	Nashville	Tennessee
Duval Ford	Richard Tackett	01/25/2021 09:11 AM EST	Jacksonville	Florida
School Wholesale Supplies LLC	JP DAS	01/23/2021 01:34 AM EST	Nashville	Tennessee
BOZARD FORD COMPANY	JOE WINDROW	01/21/2021 02:36 PM EST	ST AUGUSTINE	Florida
BARTOW FORD	RICHARD WEISSINGER	01/21/2021 02:01 PM EST	BARTOW	Florida

Bid Results**Publication Type****Bid Results****BARTOW FORD****Organization Name**

BARTOW FORD

Bid Amount

\$14,000,000.00

Address2800 US HWY 98 N
BARTOW, Florida, 33830
United States

Award**Award Type**

Award

Solicitation Information**Solicitation Title** Ford Motor Company Vehicles**Reference Number** 0000252039**Solicitation Closing Date** 02/16/2021**Awardee****Supplier
Awarded** BARTOW FORD**Awarded
Value** \$14,000,000.00**Address** 2800 US HWY 98 N
BARTOW, Florida, 33830
United States**Award Date** 05/04/2021 10:00 AM EDT**Description** BCC APPROVAL 5/4/2021

Audit

Status History

Solicitation Status	Date
Addendum No. 1	01/26/2021 11:01 AM EST
Addendum No. 2	01/28/2021 03:43 PM EST
Addendum No. 3	02/01/2021 08:09 AM EST



Please note that solicitations issued prior to August 12, 2017 can be found here: <http://legacy.floridabidsystem.com>

Effective January 1, 2021, all Contractors and Consultants entering into a contract with a governmental entity in Florida is required to be registered with the U.S. Department of Homeland Security's E-Verify system and to utilize it to verify the work authorization of all newly hired employees throughout the term of any such contract and to obtain affidavits from its subcontractors as required under Section 448.095(2), Fla. Stat.



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
FACSIMILE: (727) 847-8065
www.BidNetDirect.com

**INVITATION FOR BID
BID NO. IFB-RR-21-042
AS-NEEDED FORD MOTOR COMPANY VEHICLES**

SUMMARY OF WORK

It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.** local time (our clock), on **February 16, 2021**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors may register to view and download solicitations by visiting www.BidNetDirect.com. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM AT NO COST.**

Ruby Ranne, Buyer
rranne@pascocountyfl.net

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials **(including County Commissioners)** regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Bidder from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by

the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

ANTITRUST

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral

interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary, to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BUSINESS NAME REQUIREMENT

The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to include all the forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

E-VERIFY REQUIREMENT

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

State Funds Involved **N/A** (Mark X or N/A if applicable)

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved **N/A** (Mark X or N/A if applicable)

ERRORS IN EXTENSIONS

The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. 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 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 or 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 thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies

and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.bidnetirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT www.bidnetirect.com AT NO COST.**

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

PUBLIC INFORMATION

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records 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 CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

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 (727) 847-8194, rranne@pascocountyfl.net, 7536 STATE STREET, 2ND FLOOR, New Port Richey, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

PUBLISHED PRODUCT SPECIFICATIONS

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out

the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced, or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal

property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

VENDORS LIST

Vendors must visit www.bidnetdirect.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

WARRANTIES

The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

- (i) When written quotations or sealed bids are received that do not exceed \$1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.
- (ii) When sealed bids are received that are greater than \$1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

- (iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

CONTRACT TERM

The contract period will begin on date of Pasco County Board of County Commission approval and continue for three (3) years, with the option of two (2) one-year renewals, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.
5. Pasco County shall also be listed as a certificate holder.
6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The

cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

SALES TAX

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **Pasco County, Florida.** No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

AS SPECIFIED All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATONS

1. SCOPE

It is the intent of this Invitation for Bid (IFB) to establish a conditional contract for these vehicles and to secure the cost and availability from a source of supply that will give prompt and convenient service. Scope of work shall include, but is not limited to, the manufacture, delivery, assembly, installation, and testing of the specified unit. It is the intent of Pasco County to purchase vehicles on an as-needed basis from a Ford Motor Company dealer(s). This contract may be awarded to multiple bidders and should not be considered exclusive by any bidder. To be considered for award, responses to this IFB must contain evidence of the Bidders' experience and abilities in the specified area and other disciplines directly related to the requested services.

- 1.1 The apparatus shall be complete and shall be the latest, current model under standard production at the time the order is written. The apparatus shall be equipped as regularly advertised and manufactured, complete and ready for satisfactory operation. If a manufacturer's standard item is specified, it shall be furnished, whether or not a particular data book shall designate such an item as an option. If the manufacturer has a standard item that exceeds the following minimum requirements, then that standard item shall be furnished.
- 1.2 Contract term will be for three (3) years with two (2) possible extensions of one (1) year each. 1.2.1 First year will begin with the order of model year 2022 vehicles.
- 1.3 The completed unit shall be delivered to Pasco County, Florida. Delivery shall be made Monday through Friday, 8:00 a.m.-12:00 p.m. or 1:00 p.m.-5:00 p.m. local time, excluding holidays. The Fleet Department shall be notified no less than twenty-four (24) hours prior to expected delivery.

2. SCOPE OF SERVICES

This Scope of Services outlined below describes the general work and responsibilities. The selected Bidder/s will be expected to meet all criteria.

- 2.1. Vehicles to be purchased under this bid range from light-duty passenger vehicles up to 37,000 GVW. This includes but is not limited to; sedans, pickups, SUV's, vans, and special modified cab and chassis.
- 2.2. Vehicle Condition: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, not smoked in, and clean. Pre-delivery service, at a minimum, shall include:
 - 2.2.1. Complete lubrication and check all fluid levels to assure proper fill
 - 2.2.2. Adjustment of engine to proper operating condition
 - 2.2.3. Inflate tires to proper pressure
 - 2.2.4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
 - 2.2.5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. **DO NOT REMOVE WINDOW PRICE STICKER**
 - 2.2.6. Overall check for safe operating condition
 - 2.2.7. All units must contain no less than 1/4 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery.
 - 2.2.8. If a vehicle without upfitting is delivered with more than two hundred and fifty (250) miles but less than five hundred (500) miles as indicated by the vehicle's odometer, the bidder shall be assessed fifty cents (\$0.50) per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer

- may not be accepted. Vehicles requiring upfitting will have fee and outside delivery window limits of 1250 and 2000 miles, respectively.
- 2.2.9. All vehicles shall be delivered with four (4) complete sets of keys with two (2) fobs.
 - 2.2.10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed.
 - 2.2.11. Vehicles shall be delivered with each of the following items or documents satisfactorily completed:
 - 2.2.11.1. Installed county plate
 - 2.2.11.2. Owner and/or operator manual(s).
 - 2.2.11.3. Warranty certifications, including rustproofing, if applicable.
 - 2.2.11.4. Pre-delivery service report.
 - 2.2.11.5. Window price sticker (still affixed).
 - 2.2.11.6. Purchase order.
 - 2.2.11.7. Invoice with PO# or VIN#.
 - 2.2.11.8. Certificate of origin.
 - 2.2.11.9. Title reassignment.
 - 2.2.11.10. Application for title.
 - 2.2.11.11. Change of body affidavit (if required)
 - 2.2.11.12. Weight slip (if required).
 - 2.2.11.13. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the Environmental Protection Agency (EPA) Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and Occupational Safety and Health Administration (OSHA) standards CFR 29 1910/1926.
 - 2.2.12. The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.
- 2.3. Dealer installed options may include but are not limited to additional lights, bedliners, utility bodies, running boards, and cranes. Make and model of dealer installed options may be dictated by Pasco County. All prospective bidders must provide a parts mark-up and shop labor fee for items installed by the vendor and a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.
- 2.3.1. Dealer shall be within 200 miles of Pasco County to allow for on-site inspection of vehicles pending delivery or vehicles receiving upfitting if desired by Pasco County.
 - 2.3.2. To ensure consistency of product and provide better management of quality control issues, dealers shall perform 90+% of up-fitting on premises. Responses should include lists of tasks not performed in dealer's shops.
- 2.4. Title, Registration, and License Plates: All vehicles delivered under this contract shall be titled and registered by the awarded bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Pasco County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a thirty (30) day temporary tag, and return a County license plate within twenty-five (25) days of the delivery of each vehicle. The County shall reimburse the Contractor for the

actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

- 2.5. Delivery: All bids will indicate the lead time required for the established quantities to be delivered. Awarded bidder will be held to delivery dates. Awarded bidder shall notify the Fleet Manager or his designee, at a number to be provided to the Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

END OF SPECIFICATIONS

BID SHEET
IFB-RR-21-042
AS-NEEDED FORD MOTOR COMPANY VEHICLES

Vehicle Type	Percentage Discount Off Ford Factory Invoice*
Sedans	4.06 %
SUV's	4.06 %
F150-F350	4.06 %
F450 – 26,000 GVWR	4.06 %
37,000 GVWR <	4.06 %
Dealer Installed Items	
Labor Cost/Hour	\$97.00 per hour
Parts/Item Mark-Up	0.0 %
Sublet Job Mark-Up % or \$ Fixed Fee/Job	0.0%
Window Tint (Fixed Fee)	\$135.00

Include list of upfitting work not completed in your shop facility.

***Price calculated from percent discount off Ford invoice will include all vehicle preparation costs, keys, and delivery.**

Attach Additional Pricing Sheets, if necessary.

Authorized Signature

Richard Weissinger Commercial Fleet Sales
Printed Name & Title

Bartow Ford Co
Company

2/15/2021

Date

59-0687878
Federal ID # or SS #

2800 US Hwy 98 North
Address

Bartow FL 33830

City, State, Zip Code

(813) 477-0052

Phone #

(863) 535-1038

Fax #

(The provisions below must always be included in the Bid Form)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

(Signature of Bidder—Ink)

Richard Weissinger Commercial Fleet Sales
(Printed Name and Title)

Bartow Ford Co
(Business Name)

Receipt of Addendum No. 1 through No. 3 is acknowledged.

Business Name: Bartow Ford Co
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

☒ Corporation:

☐ Partnership: ☐ General ☐ Limited

☐ Limited Liability Company (LLC):

State Registered In: FL Year: 1949

☐ Sole Proprietorship: Owner: _____

☐ Other: _____ Fed ID # 59-0687878

☐ **Local Vendor Preference (Business Tax Receipt Required with Submittal)**

Telephone: (813) 477-0052 Facsimile: (863) 535-1038

Email Address: (Vendor Point of Contact): thefordtruckguy@gmail.com

Address: 2800 US Hwy 98 North

Bartow FL 33830

Date 2/15/2021 2020

ATTACHMENT A

OFFEROR INFORMATION/CERTIFICATION FORM (MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

Bartow Ford Co

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: Richard Weissinger

3. Business and mailing address: 2800 US Hwy 98 N Bartow FL 33830
(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): _____

5. Telephone number: (813) 477-0052 Fax: (863) 535-1038

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties.
- F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

- I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.
- J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

 Local Business located in Pasco County

 X Business located within Hillsborough, Pinellas, Polk, or Hernando County

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

- K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

Witness No. 1

BY: _____ (SEAL)
(Authorized Signature in Ink)

Witness No. 2

Richard Weissinger
(Printed name of Signatory)

Commercial Fleet Sales
(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

2/15/21

(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF FL }
 } ss
COUNTY OF POLK }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15 day of FEBRUARY, 2021, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Richard Weissinger, who executed the foregoing instrument as [Title] Commercial Fleet Sales of [Corporation or Company Name] Bartow Ford Co, a [check one] ☐ corporation ☒ limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

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

Said person is personally known to me or has produced PERSONALLY KNOWN as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

September 30, 2025



**City of Daytona Beach Shores
Lieutenant Mark Swanson**

DESCRIPTION			
K8A	2026 Ford Interceptor Utility		
99W	3.3L V6 Direct-Injection Hybrid System Engine		
44B	10 - Speed Automatic Transmission		
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)		
86T	Taillight Prep: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)		
76R	Reverse Sensing System		
43D	Dark Car Feature		
60A	Factory Grill, Lamp, Siren & Speaker Wiring		
76P	Pre Collision Assist		
52T	Class III Trailer Tow Lighting Package		
55F	Keyless Entry Fob - Includes 4-key fobs		
17A	Aux. Rear Air		
	Factory Invoice		
	Government Price Concession Discount		
	4.06% Contract Discount		
	Whelen Legacy DUO 55" Lightbar Red/Blue/White, Whelen BSFW47Z DUO Red/Blue Inneredge Lightbar, (3) Red/White ION Mounted Forward in Push Bumper Area, (3) Blue/White ION Mounted Forward in Push Bumper Area, (1) Red/White Thin ION Angled Mounted in Push Bumper Area, (1) Blue/White Thin ION Angled Mounted in Push Bumper Area, (4) Whelen Vertex DUO Red/Blue Mounted in Headlight & Taillights, Whelen BSRW10 DUO Rear Inneredge Mounted High in Rear Glass, Whelen DUO Tracers R/B/R/B/R with White Override, (1) Whelen Thin ION Red Mounted on DS Mirror, (1) Whelen Thin ION Blue Mounted on PS Mirror, SA315P Speaker with Bracket, Arges Remote Spotlight, Wig Wag Headlights, Go Rhino HD Push Bumper wit HD Wraps, Havis Interceptor Console with HVAC Relocation Bracket Kit, Self Adjusting Cup Holder, C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Go Rhino Front Partition With Full Poly Screen & Solid Poly Rear Partition, Prisoner Seat, Steel Window Bars, Rear Door & Window Cover Plates, Pro Gard G4906 Vertical Partition gun rack, Go Rhino False Floor W/Electronics Tray, Two Tone Paint (Doors Only), Undercoating, Daytona Beach Shores POLICE Graphics		
32	Bartow Ford Labor Hours	\$97.00	\$3,104.00
1	Temp Tag		\$17.00
TOTAL PURCHASE AMOUNT PER UNIT			\$65,558.03
FOR TWO UNITS			\$131,116.05

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

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

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

September 30, 2025



City of Daytona Beach Shores
Lieutenant Mark Swanson

DESCRIPTION			
W1P	2026 F-150 Police Responder 4x4 5.5' box 145" WB XL		
998	3.5L V6 EcoBoost Engine		
44G	10 - Speed Automatic Transmission		
64H	Wheels: 18" Aluminum		
18B	Black Platform Running Boards		
17C	Chrome Front & Rear Bumpers		
595	Fog Lamps		
67T	Trailer Brake Controller		
67P	Remote Keyless-Entry Key Fob		
	Factory Invoice		\$53,915.00
	Government Price Concession Discount		\$3,500.00
	4.06% Contract Discount		\$2,046.85
	Whelen Legacy DUO 55" Lightbar Red/Blue/White, Whelen BSFW47Z DUO Red/Blue Inneredge Lightbar, (3) Red/White ION Mounted Forward in Push Bumper Area, (3) Blue/White ION Mounted Forward on Push Bumper Area, (1) Red/White Thin ION Angled on Push Bumper Area, (1) Blue/White Thin ION Mounted in Push Bumper Area, Whelen DUO Rear Inneredge Mounted High in Rear Glass, Whelen DUO Tracers R/B/R/B/R with White Override, (1) Whelen Thin ION Red Mounted on DS Mirror, (1) Whelen Thin ION Blue Mounted on PS Mirror, SA315P Speaker with Bracket, Ranch Hand Legend HD Push Bumper, Havis 24" Console, Self Adjusting Cup Holder, C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Single Cell Prisoner Transport System with Rear Window Armor and Door Window Armor, Pro Gard G4906 Vertical Partition gun rack, Lockable Under-Seat Storage Box, Undercoating, Daytona Beach Shores POLICE Ghost Graphics		\$11,948.00
32	Bartow Ford Labor Hours	\$97.00	\$3,104.00
1	Temp Tag		\$27.00
TOTAL PURCHASE AMOUNT PER UNIT			\$63,447.15

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

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

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

BARTOW FORD
INTEGRITY • TRUST • HONESTY
Since 1948

DESCRIPTION			
K8G	2026 Explorer 4dr 4x4 ST		
99C	3.0L EcoBoost V6 Engine		
44T	10 - Speed Automatic Transmission		
	Factory Invoice		\$56,194.00
	Government Price Concession Discount		\$2,100.00
	4.06% Contract Discount		\$2,196.22
	Whelen BSFW47Z DUO Red/Blue Inneredge Lightbar, (1) Red/White ION Mounted Forward in Grill Area, (1) Blue/White ION Mounted Forward in Grill Area, Whelen BSRW10 DUO Rear Inneredge Mounted High in Rear Glass, Hand Help Siren Controller, Whelen DUO Tracers R/B/R/B/R with White Override, SA315P Speaker with Bracket, Undercoating		\$5,530.00
18	Bartow Ford Labor Hours	\$97.00	\$1,746.00
1	Temp Tag		\$27.00
TOTAL PURCHASE AMOUNT PER UNIT			\$59,200.78



CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2025-10: 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. PRIOR APPROVALS

The Planning & Zoning Board recommended approval of Ordinance 2025-10 on August 11, 2025. The City Commission recommended approval of Ordinance 2025-10 at the first reading on September 8, 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 Application, 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

Ordinance 2025-10

Page 1 of 4

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.

Ordinance 2025-10
Page 3 of 4

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.

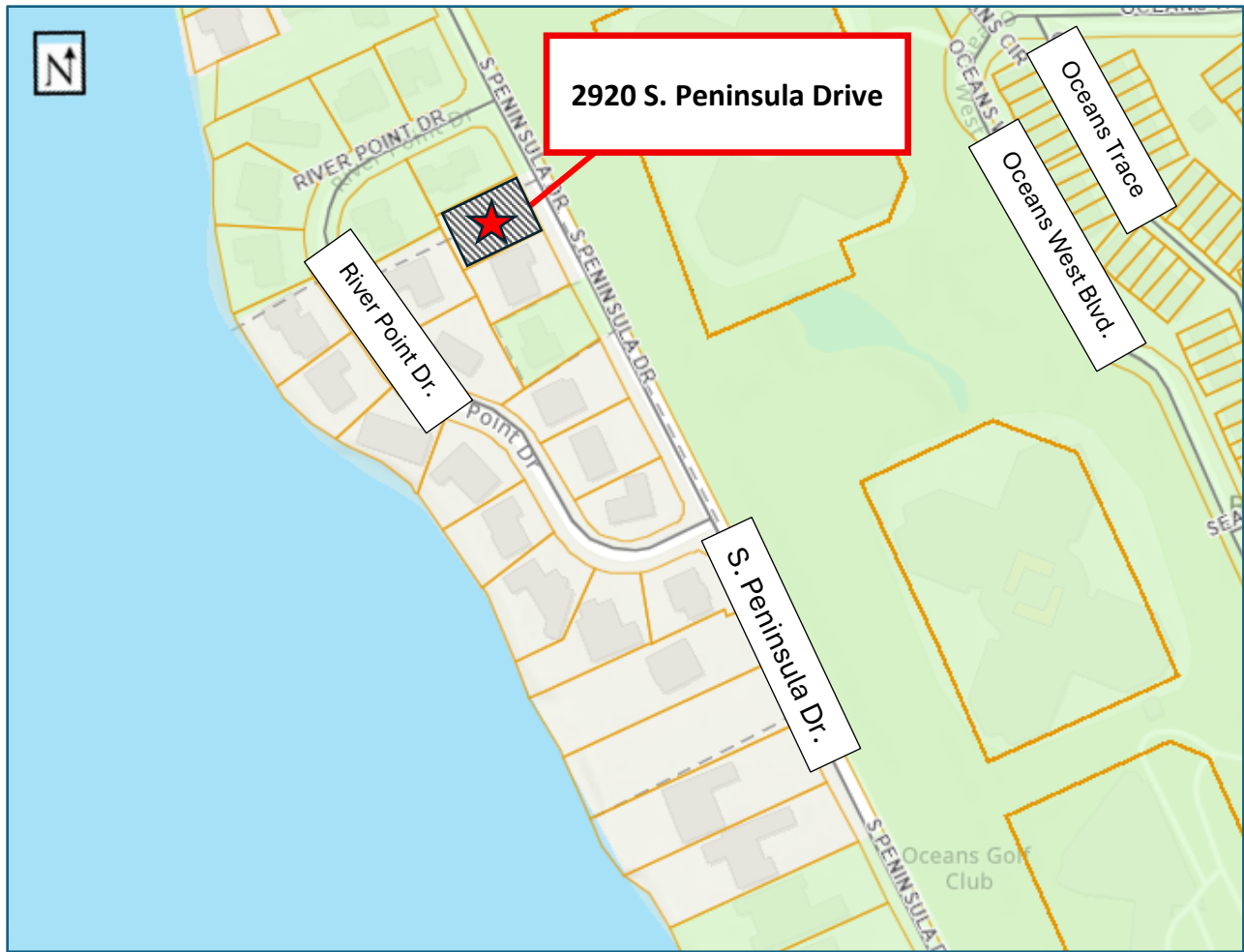
CONTAINING 7,314 SQ. FEET, OR 0.168 ACRES MORE OR LESS.

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)



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

RECEIVED

MAR 17 2025

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

173 5 95

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 #: 402-860-4841
602-770-4111

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

[Signature]
Applicant's Signature

3 / 17 / 2025
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

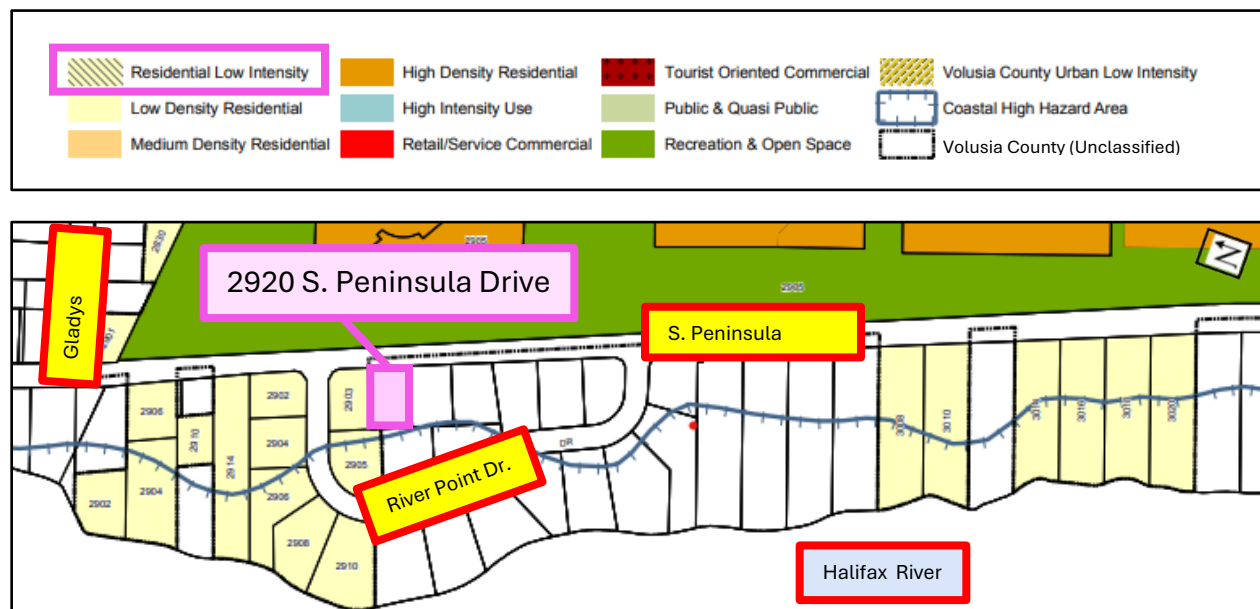
Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	R-9	RSF-2	<i>Volusia County Urban Low Intensity</i>	Residential Low Intensity
North and Northwest	RSF-2		Residential Low Intensity	
South	R-9		<i>Volusia County Urban Low Intensity</i>	
East	PUD		High Density Residential and Recreation & Open Space	
West	R-9		<i>Volusia County Urban Low Intensity</i>	

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

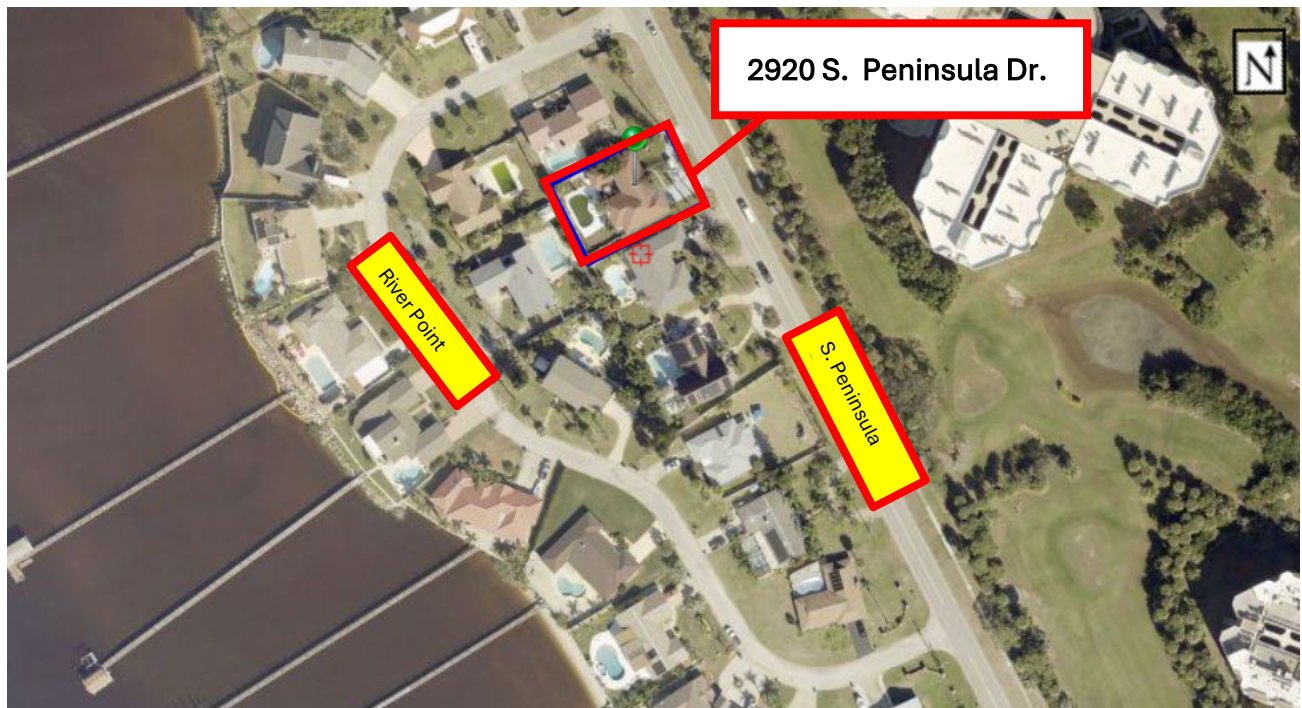
Public Schools:

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: CONNEXEXPLORE 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 than five days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

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 Caroline 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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FLUMA R2 2920 S. Peninsula

Certified Mail Fee

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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
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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

7020 0090 0000 0207 6023

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 *J. Anderson* ☐ 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
 Page 94 of 221



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,
City Planner

7020 0090 0000 0207 6030

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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

- 1 Complete items 1, 2, and 3.
- 2 Print your name and address on the reverse so that we can return the card to you.
- 3 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®
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☐ Registered Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt
 Page 96 of 221



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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,
City Planner

7020 0090 0000 0207 5996

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FLUMIA + RZ 2920 S. Peninsula

Certified Mail Fee

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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
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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

FLUMIA + RZ 2920 S. Peninsula

SENDER: COMPLETE THIS SECTION

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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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☒ 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



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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,

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®.

FLORIDA FRZC 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

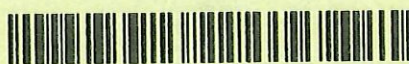
Postmark Here

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

FLORIDA + RZ 2920 S. Peninsula

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ 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.	A. Signature ☒ X <i>S. Piles</i> ☒ Agent ☐ Addressee
Oceans Cloverleaf North Condo. Assoc. Inc. Attn: MANAGER 4 Oceans West Blvd., Manager's Office Daytona Beach Shores, FL 32118	B. Received by (Printed Name) <i>S. Piles</i> C. Date of Delivery <i>7/14/25</i>
 9590 9402 7813 2152 5070 89	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
7020 0090 0000 0207 6009	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)
PS Form 3811, July 2020 PSN 7530-02-000-9053	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt
Page 100 of 221



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,
City Planner

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

FLORIDA FRZC 12920 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

5811

Oceans Cloverleaf North Condo. Assoc., Inc.
 Attn: PRESIDENT
 4 Oceans West Blvd., Unit 807-D
 Daytona Beach Shores, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

FLORIDA FRZC 12920 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. Piles

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

S. Piles

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

7020 0090 0000 0207 5941

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

FLORIDA - 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

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

FLORIDA - 2920 S. Peninsula

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so 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

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Shirley Filer

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

7020 0090 0000 0207 5958

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FLORIDA 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

FLORIDA + 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

[Signature]

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Sherry Tyles

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 MailTM
☐ Registered Mail Restricted Delivery
☐ Signature ConfirmationTM
☐ Signature Confirmation Restricted Delivery

7020 0090 0000 0207 5965

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FLORIDA 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

B of 11

Taylor Caroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

FLORIDA 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 Caroline 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)

Sherry Fale

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

7020 0090 0000 0207 5972

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FLORIDA 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

FLORIDA + 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

Tracking Number:

Remove X

70200090000002075989

Copy Add to Informed Delivery (<https://informedelivery.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

7020 0090 0000 0207 5989

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

FLORIDA 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
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

- 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) (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

Tracking Number:

Remove X

70200090000002076047

Copy Add to Informed Delivery (<https://informedelivery.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

7020 0090 0000 0207 6047

U.S. Postal Service™
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Domestic Mail Only

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

FLORIDA 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

Tiffany Rose Czemba
2138 Larkspur Ct.
Pennsburg, PA 18073

Postmark
Here

11 of 11

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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:

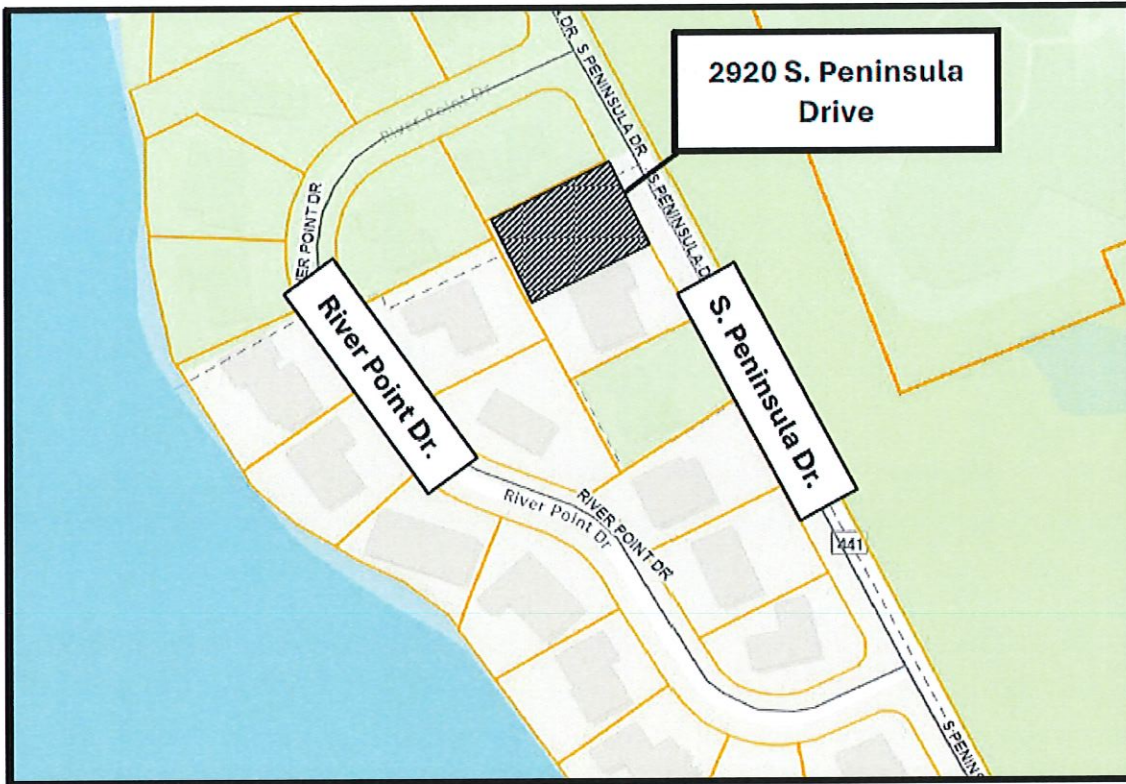
ORDINANCE NO: 2025-10

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:

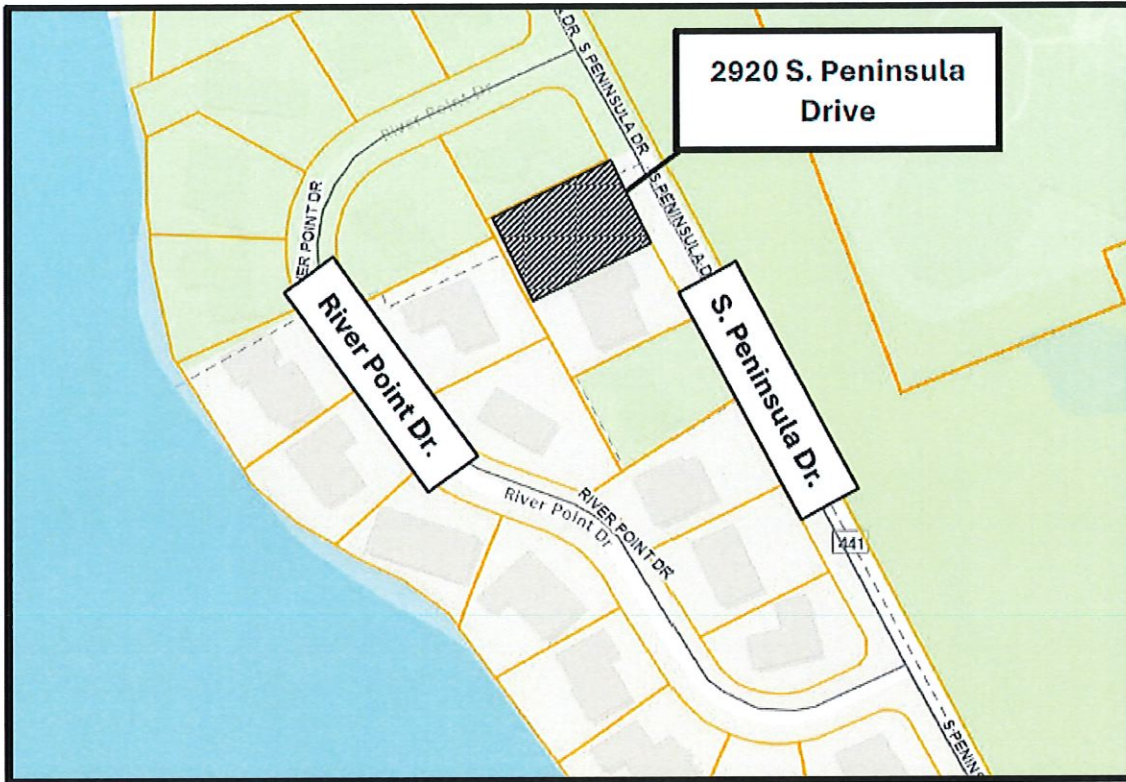
ORDINANCE NO: 2025-10

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



CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2025-11: 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. PRIOR APPROVALS

The Planning & Zoning Board recommended approval of Ordinance 2025-11 on August 11, 2025. The City Commission recommended approval of Ordinance 2025-11 at first reading on September 8, 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.

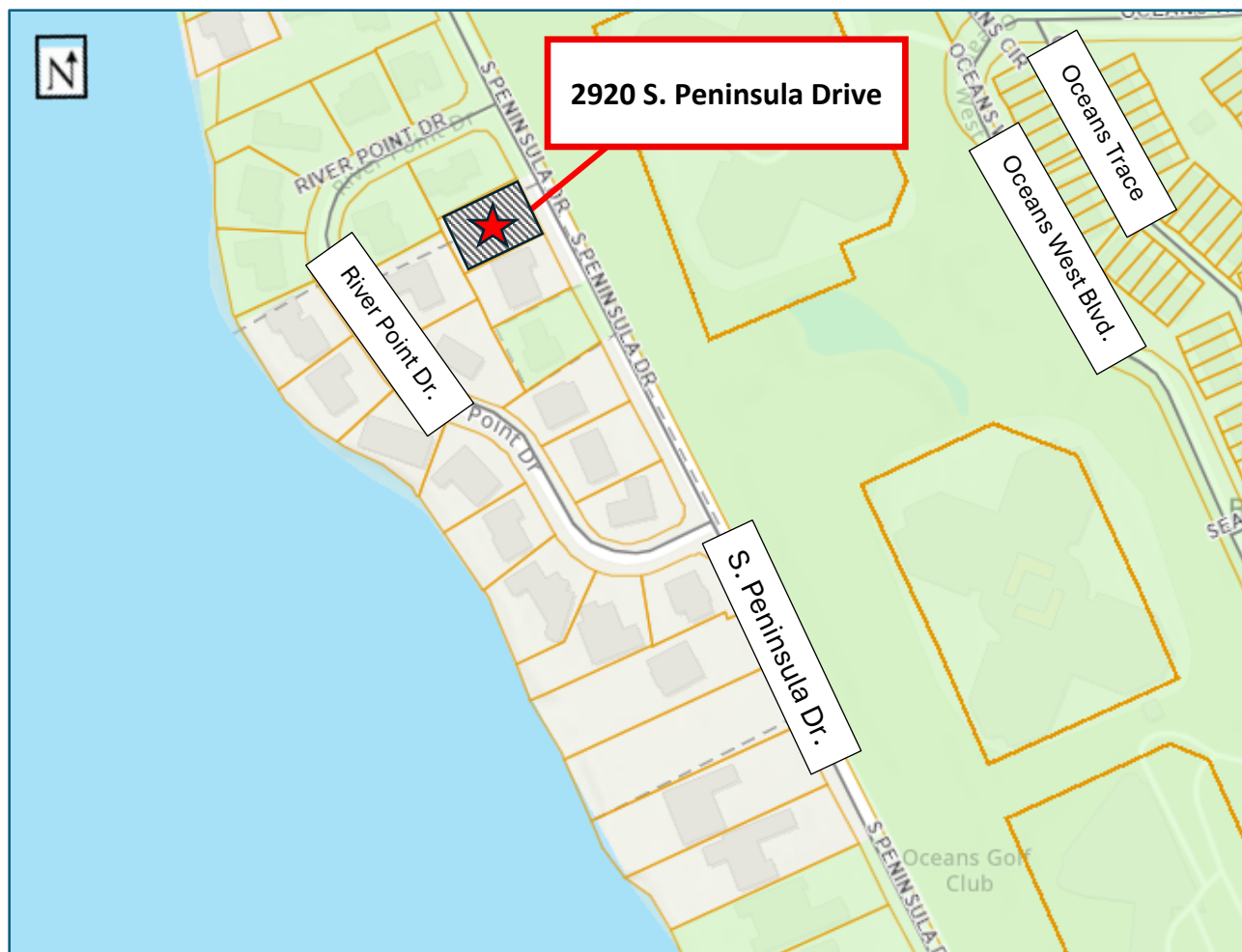
CONTAINING 7,314 SQ. FEET, OR 0.168 ACRES MORE OR LESS.

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)



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

RECEIVED
MAR 17 2025
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

173595

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 #: 412-860-4841 / 412-770-4111

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

THE PLANNING & ZONING BOARD WILL APPLY THE CRITERIA IN SECTION 14-66¹⁴⁷³⁵⁹⁵ OF THE LAND DEVELOPMENT CODE WHEN CONSIDERING ZONING MAP AMENDMENTS. PLEASE EXPLAIN HOW YOUR REQUEST MEETS THE FOLLOWING CRITERIA: (YOU MAY ATTACH ADDITIONAL SHEETS)

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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

6. The proposed zoning is basically consistent with the comprehensive land use plan. MAR 17 2025

STAFF TO PROVIDE

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

173 5 95

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

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?

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MAR 17 2025

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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.

Page 1 of 2
File No. 12671-2811220

Sanma Second Investments of Florida LLC, a
Florida limited liability company

By: [Signature]
Name: Reynaldo Sanchez Bravo
Title: Manager

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

CAROL A. PRENITZER

Print Name 1540 INT'L Parkway #1020
Lake Mary, Florida 32746
Print Post Office Address:

[Signature]
Witness Signature

[Signature]
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**.

[Signature]
Notary Public
[Signature]
(Printed Name)

My Commission expires: 6/7/2028



{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:

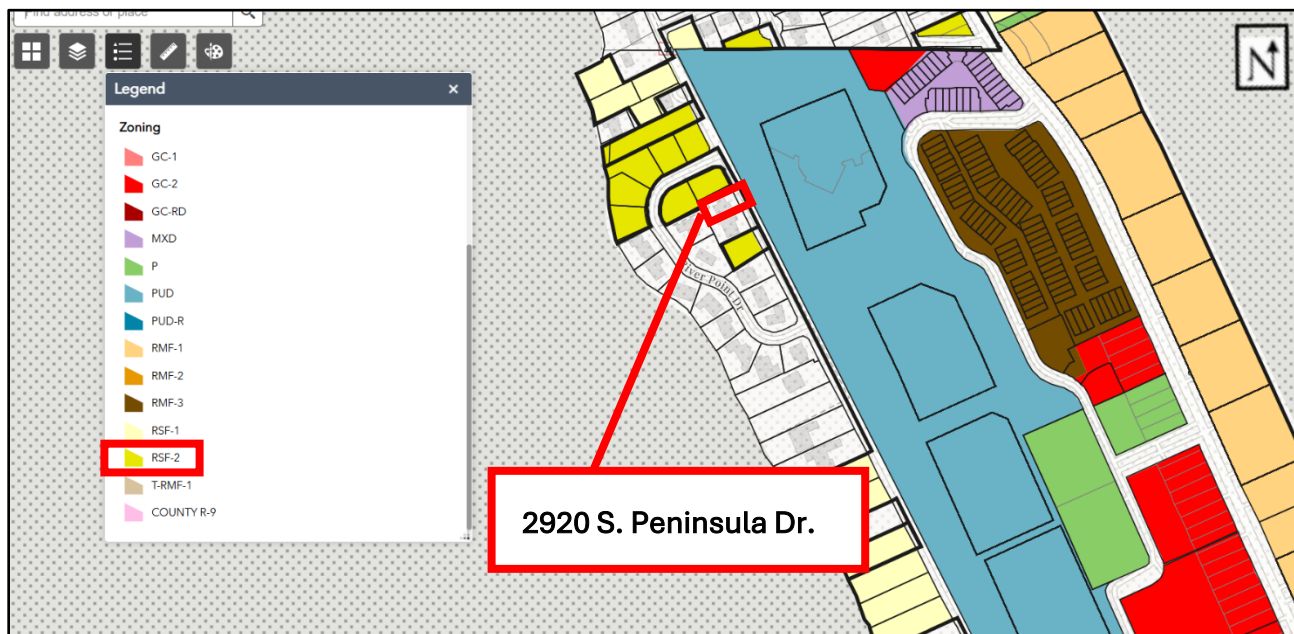
Location	Zoning	Current Land Use
Subject Property	V. County Residential Zoning R-9	Single-Family Residence
North	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
Northwest	RSF-2 (Urban Single-Family Residential District)	Single-Family Residence
South	V. County Residential Zoning 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: CONNEXEXPLORE 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



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 than five days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

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™
CERTIFIED MAIL® RECEIPT
 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: *F. Anderson* ☐ 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 | ☐ Priority Mail Express® |
| ☒ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |



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,
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

- 1 Complete items 1, 2, and 3.
- 2 Print your name and address on the reverse so that we can return the card to you.
- 3 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)

[Signature]

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
Page 149 of 221



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,
City Planner

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

30811

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 *[Signature]*

- ☒ 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



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,
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®.

FLORIDA FRZC 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 \$

Postmark
Here

Postage

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

FLORIDA + 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. Piles*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

S. Piles

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



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,
City Planner

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

FLORIDA FRZC 12920 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
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5811

Oceans Cloverleaf North Condo. Assoc., Inc.
 Attn: PRESIDENT
 4 Oceans West Blvd., Unit 807-D
 Daytona Beach Shores, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

FLORIDA FRZC 12920 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. Piles*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

S. Piles

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

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®.

FLORIDA 32920 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

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

FLORIDA 32920 S. Peninsula

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so 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 *Sherry Fyles*

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

Sherry Fyles

C. Date of Delivery

7/17/25

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

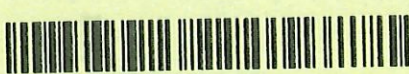
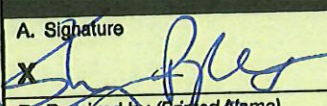
3. Service Type

- ☐ 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

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 ®.	
FLOMA FRZC 2920 S. Peninsula	
Certified Mail Fee \$ _____	Postmark Here 7 of 11
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	
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	

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 ☒ 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 Page 157 of 221	

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®.

FLORIDA 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 11

Taylor Caroline Christie
2922 S. Peninsula Dr.
Daytona Beach, FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

FLORIDA 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 Caroline 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)

Sherril 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
Page 158 of 221

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®.

FLORIDA 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

FLORIDA + 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. Reyes*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

S. Reyes

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

Tracking Number:

Remove X

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

7020 0090 0000 0207 5989

U.S. Postal Service™
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Domestic Mail Only

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

FLORIDA 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

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

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

Tracking Number:

Remove X

70200090000002076047

Copy

Add to Informed Delivery (<https://informedelivery.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

7020 0090 0000 0207 6047

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

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

FLORIDA 2920 S. Pennsbu

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

11 of 11

Tiffany Rose Czemba
2138 Larkspur Ct.
Pennsburg, PA 18073

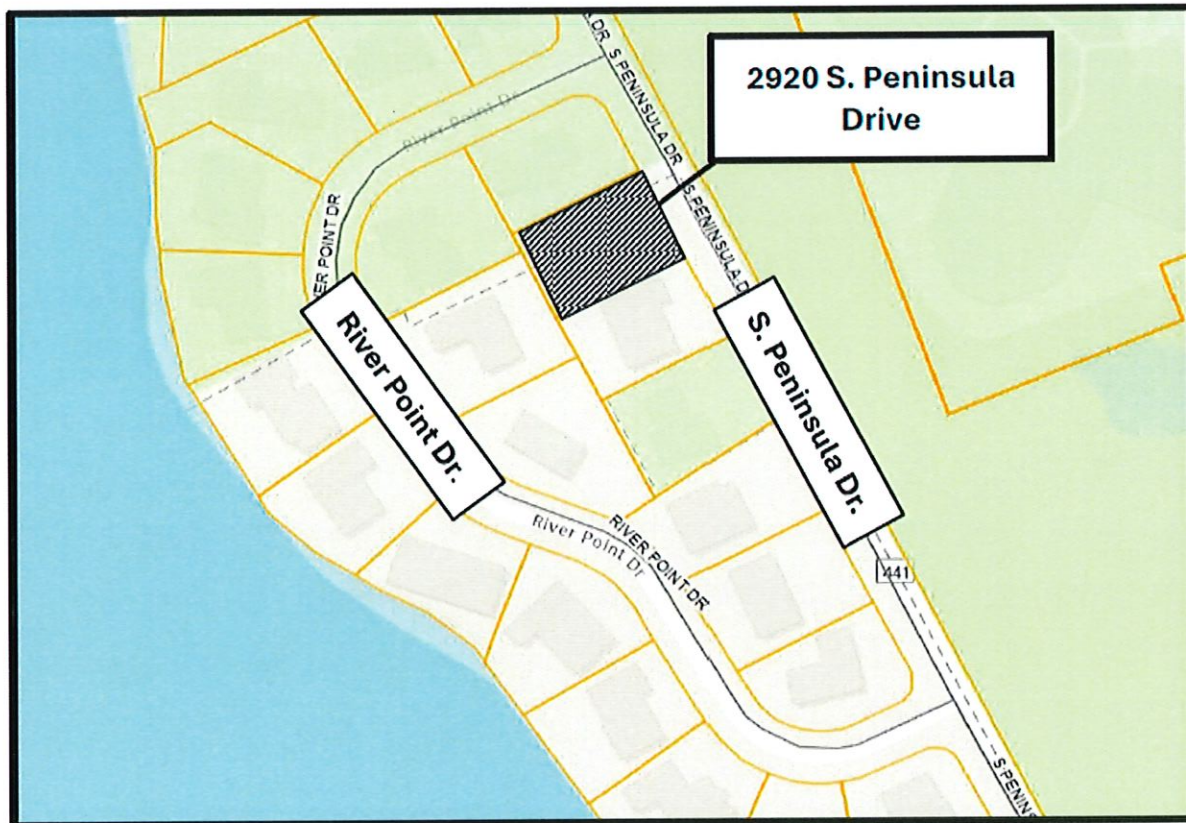
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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



CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 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 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)

SYNOPSIS:

On May 6, 2025, the City Commission approved the construction of an ADA public beach access dune walkover at St. Kitts Park (2857 S. Atlantic Avenue). This construction would make the need for the public beach access walkway easement at the Tuscany Shores Condominium (2901 S. Atlantic Avenue) unnecessary since the St. Kitts Park and Tuscany Shores Condominium are within such close proximity to each other. If approved, this ordinance would vacate the public beach access walkway easement at the Tuscany Shores Condominium property; however, the ordinance would not become effective until the Florida Department of Environmental Protection has approved the St. Kitts Park ADA public beach access dune walkover permit.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2025-17 as presented."

or

2. "I move to approve Ordinance 2025-17, with the following amendments..."

or

3. "I move to deny Ordinance 2025-17."

- ATTACHMENT:**
1. City Commission Minutes May 6, 2025-Ord. 2025-17
 2. Ordinance 2025-17-Vacation of Public Walkway Easement - Daytona Beach Shores 10.2.25
 3. Ordinance 2025-17-Exhibit A-Vacation of Public Walkway Easement - Daytona Beach Shores REV 10.1.25

MINUTES
CITY COMMISSION MEETING
May 6, 2025

3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Employee Service Award - Nancy Maddox Five Years

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

6. APPROVAL OF MINUTES

A. City Commission Minutes April 1, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of April 1, 2025.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

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

B. City Commission Special Meeting Minutes April 22, 2025

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Special Meeting Minutes of April 22, 2025.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

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

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

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Strategic Planning Workshop Minutes of April 22, 2025.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner

Stephan Dembinsky

7. CONSENT AGENDA:

- A. March Public Safety Monthly Report
- B. Community Services Department Monthly Report - March 2025
- C. Executive Financial Report: February and March 2025
- D. Approval of Agreement to Piggyback Services Contracted by Sourcewell: City Hall 1st Floor & Bathroom Treatment Project
- E. Approval for Mayor to travel to US Conference of Mayors in Tampa. FL
- F. Approval of Agreement to Piggyback Services Contracted by Seminole County: Public Works Building Concrete Restoration Project

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

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

8. OLD BUSINESS:

9. NEW BUSINESS:

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

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

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

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

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the recommendation by staff to construct an ADA Public Beach Access Dune Walkover at St. Kitts Park.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

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

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

The Mayor took a five-minute recess for residents to clear the chamber. Attorney Paul Waters read the ordinance by title only. Community Services Director Stewart Cruz provided a brief staff report explaining that the proposed ordinance would assist with unauthorized vehicles parking overnight in city parks or at the community center. This would allow those vehicles to be towed. Staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-07 on first reading.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

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

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

The resolution was read by City Attorney Waters. Director Cruz advised that this process is done every 4–5 years by all the local municipalities. The program will aid in reducing flood insurance premiums when applicable and can adopt polices to save property and lives.

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

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4 No = 0).

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

D. Appointment Of Member To The Volusia Growth Management Commission

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

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Appoint Larry Saffer To The Volusia Growth Management Commission for another four year term.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

E. Ordinance 2025-05: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3836 S. Atlantic Avenue City Attorney Waters read the ordinance by title only. City Planner Gwyn Herstein gave a brief report on the item. The property was recently annexed into the city and state law requires that a future land use classification is given. The property is a single-family residence and the use will remain the same. All due public notice requirements have been met and staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve Ordinance 2025-05 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

10. QUASI-JUDICIAL HEARING

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

The witnesses were sworn in by the City Clerk. The Commission declared there was no ex-parte communication. Attorney Waters read the Ordinance by title only. City Planner Gwyn Herstein provided a brief report. Aerial views of the property and surrounding neighborhood were shown. If approved, the zoning designation would be RSF-2 Urban Single-Family Residential District. All the criteria for the application have been met and all due public notice was satisfied. Staff recommended approval.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2025-04 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

11. CITY ATTORNEY COMMENTS

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

12. CITY MANAGER COMMENTS

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

13. COMMISSION COMMENTS:

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

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional agenda items mentioned at the meeting.

16. ADJOURNMENT:

The meeting ended at 8:07 pm.

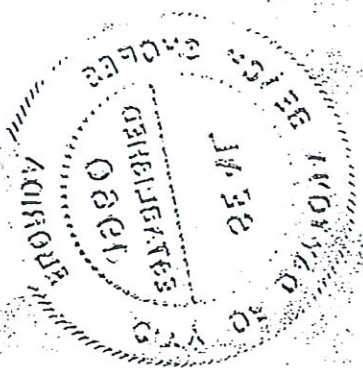
Mayor Nancy Miller
MAYOR
NANCY MILLER

Kurt D. Swartzlander
CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

Ch Schwab
CITY CLERK, CHERI SCHWAB





ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, MAKING FINDINGS; VACATING A PUBLIC WALKWAY EASEMENT ON PROPERTY LOCATED AT 2901 S. ATLANTIC AVENUE; PROVIDING FOR DOCUMENTATION AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on October 12, 2005, the City approved City of Daytona Beach Shores Ordinance 2005-03, accepting, in pertinent part, the dedication of a public beach access walkway easement (the “Public Walkway Easement”) from Waterfront Properties of DBS, LLC, which was recorded on November 7, 2005, in Book 5693, at Page 3563, as Instrument No. 2005-307242 in the Official Records of Volusia County, Florida; and

WHEREAS, the purpose of the Public Walkway Easement was to allow for public ingress and egress along a walkway connecting the beach to a public roadway known as “SRA1A”; and

WHEREAS, the City desires to vacate the Public Walkway Easement, which no longer serves to functionally connect the beach to the public roadway known as “SRA1A” because the ramp leading from the easement area to the beach was damaged beyond repair by storms and hurricanes, ultimately necessitating closure and demolition of the ramp; and

WHEREAS, this Ordinance protects the health, safety, and welfare of the City’s residents by ensuring public beach access points within the City do not remain open unless such public beach access points are well maintained, safe, and appropriate for pedestrian travel; and

WHEREAS, the City is in the process of state obtaining approval for the construction of a new ADA public beach access walkway ramp at the nearby St. Kitts Park, which is located one property north of the Walkway Easement, and there is di minimis public benefit in having two public beach access within such close proximity to each other; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND ADVERTISING.

(a) The City Commission of the City of Daytona Beach Shores hereby adopts the above Whereas clauses as legislative findings.

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

SECTION TWO: VACATION OF EASEMENT. The Public Walkway Easement as more particularly described in the attached Exhibit “A” is vacated as of the recording of the documentation described in Section 3 hereof.

SECTION THREE: DOCUMENTATION AUTHORIZATION. The Mayor, City Clerk and City Attorney are hereby authorized to prepare, sign, and record the appropriate documentation to document the Easement vacation by the City.

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

SECTION FIVE: NON-CODIFICATION. The provisions of this Ordinance shall not be codified as or become and be made a part of the Code of Ordinances of the City of Daytona Beach Shores.

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall take effect immediately upon issuance of the Florida Department of Environmental Protection permit for the construction of a public beach access walkway ramp at the St. Kitts Park, located at 2853 S. Atlantic Avenue.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL FOWLER, INTERIM CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM LLP, CITY ATTORNEY

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

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

Prepared by and return to:

Stephanie M. Velo, Esq.
Vose Law Firm LLP
324 W Morse Blvd.
Winter Park, Florida 32789

VACATION OF PUBLIC WALKWAY EASEMENT

This Vacation of Public Walkway Easement is made this _____ day of _____, 2025, by the **CITY OF DAYTONA BEACH SHORES, FLORIDA** (the “CITY”), a Florida municipal corporation, with offices at 2990 S Atlantic Ave, Daytona Beach Shores, Florida 32118.

WHEREAS, the CITY currently holds a Public Walkway Easement (the “Public Walkway Easement”) for ingress and egress upon a portion of certain real property situate in Volusia County, Florida, and legally described in **Exhibit “A”** attached hereto and incorporated by reference, providing for public ingress and egress along a walkway connecting the beach to a public roadway known as “SRA1A”, as depicted in **Exhibit “B”** attached hereto and incorporated by reference; and

WHEREAS, the Public Walkway Easement was recorded on November 7, 2025, in Book 5693, at Page 3563, as Instrument No. 2005-307242 in the Official Records of Volusia County, Florida; and

WHEREAS, the CITY desires to vacate the Public Walkway Easement, which no longer serves to functionally connect the beach to the public roadway known as “SRA1A” because the ramp leading from the Public Walkway Easement area to the beach was damaged beyond repair by storms and hurricanes, ultimately necessitating closure and demolition of the ramp; and

WHEREAS, it is the CITY’s intent to vacate the Public Walkway Easement.

NOW, THEREFORE, by executing this Vacation of Public Walkway Easement on the date set forth below, the CITY hereby vacates, terminates, and releases the Public Walkway Easement described above.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in our presence:

CITY OF DAYTONA BEACH SHORES:

Witness #1

Nancy Miller, Mayor

Witness #1 Printed Name

Date: _____

Witness #1 Address

Witness #1 Address

Witness #2

Witness #2 Printed Name

Witness #2 Address

Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nancy Miller as the Mayor of the City of Daytona Beach Shores, Florida, who [] is personally known to me or [] produced the following identification _____.

[Notary Seal]

Notary Public

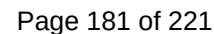
Notary Name Printed

EXHIBIT A
(Legal Description)

PART OF LOT 166, RIVER RIDGE ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 204, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PART OF LOT 1, ALL OF LOTS 2, 3 AND PART OF LOT 4, BLOCK A, AND PART OF LOTS 2, 3 AND 4, BLOCK D, MCELROY'S BELLEVUE SUBDIVISION, ALSO PART OF THE VACATED 80 FOOT RIGHT OF WAY OF SOUTH ATLANTIC AVENUE, ALL BEING IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, LANTANA SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 68, OF SAID PUBLIC RECORDS; THENCE N25°05'00"W ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, AN 80 FOOT STREET AS NOW ESTABLISHED, A DISTANCE OF 140.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1387.71 FEET, CENTRAL ANGLE OF 14°47'33", CHORD DISTANCE 352.13 FEET, BEARING N32°28'47"W, AN ARC DISTANCE OF 353.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND CURVE TO THE LEFT, HAVING A RADIUS OF 1367.71 FEET, CENTRAL ANGLE OF 04°01'27", CHORD DISTANCE OF 96.04 FEET, BEARING N41°53'17"W, AN ARC DISTANCE OF 96.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1349.46 FEET, CENTRAL ANGLE OF 03°43'32", CHORD DISTANCE OF 87.73 FEET, BEARING OF N42°02'22"W, AN ARC DISTANCE OF 87.74 FEET TO A POINT THEREIN; THENCE DEPARTING SAID RIGHT OF WAY LINE, N64°55'00"E A DISTANCE OF 335.44 FEET TO THE ESTABLISHED BULKHEAD LINE AS RECORDED IN MAP BOOK 26, PAGE 60 OF SAID PUBLIC RECORDS; THENCE S25°42'48"E ALONG SAID BULKHEAD LINE A DISTANCE OF 174.95 FEET; THENCE DEPARTING SAID BULKHEAD LINE, S64°45'00"W PARALLEL TO AFORESAID LOT 1, BLOCK 2, LANTANA SUBDIVISION, A DISTANCE OF 283.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE AND THE POINT OF BEGINNING.

Page: 3567





CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2025-18 Budget Amendment #1 Unfinished FY 24-25 Projects

SYNOPSIS:

At fiscal year-end 2024-25 there were a few projects unable to be completed and delivered to the city by September 30, 2025. Last week, after the budget hearing, the city received notification that the turtle lighting project was still awaiting Volusia County approval before purchasing the new lighting, sewer vehicle #169 was at the dealership waiting on recalls to be completed, and Station 5 spare pump would be delivered the end of October 2025. The funds for these projects were not rolled over into fiscal year 2025-26 as they were anticipated to be completed and delivered by September 30, 2025.

The city operates on an annual fiscal year budget so any projects not completed within the fiscal year, the funds are put back into reserves to be used as appropriated by commission

A budget amendment is needed to fund these projects in fiscal year 2025-26.

Turtle lighting and shades (15720-30520)	\$ 20,000
Sewer Vehicle #169 Replacement (40800-60640)	\$130,000
Sewer Improvements Station 5 Spare Pump (409000-60640)	\$132,000

This will increase the general fund budget by \$20,000 to a total of \$2,300,300 and increase the sewer fund and sewer capital fund budgets by \$262,000 to \$43,952,000 and \$25,011,700 respectively.

FISCAL IMPACT STATEMENT:

This will increase the general fund budget by \$20,000 to a total of \$2,300,300 and increase the sewer fund and sewer capital fund budgets by \$262,000 to \$43,952,000 and \$25,011,700 respectively.

BACKGROUND:

In the fiscal year 2024-25 budget three projects were budgeted for that were to be completed by fiscal year-end, September 30, 2025. During the budgeting process, these projects were anticipated on being completed by the end of the fiscal year. The city was notified the projects will not be

completed and/or delivered by September 30, 2025. The budgeted funds will be closed to reserves once the fiscal year is closed. The funds can then be appropriated per commission.

LEGAL REVIEW:

RECOMMENDATION:

Approve Resolution 2025-18 as presented.

SUGGESTED MOTION:

Motion to approve Resolution 2025-18 as presented.

- ATTACHMENT:**
1. Resolution 2025_18 Budget Amendment #1 FY 25_26
 2. FY 25-26 Budget Amendment 1 Appendix A

RESOLUTION 2025-18

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND, AND THE SEWER FUND, FY 2025-2026 BUDGET, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, by Resolution 2025-17, adopted an operating budget for Fiscal Year 2025-26; and

WHEREAS, the City has found it desirable to amend the FY 2025-26 budget to include additional expenditures as set forth in APPENDIX A for items budgeted in FY 2024-25 but unable to be delivered and/or completed by fiscal year end of September 30, 2025; and

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

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

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

SECTION ONE: The Fiscal Year 2025-26 budget shall be amended as shown in APPENDIX A.

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

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM, CITY ATTORNEY

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

APPENDIX A

ALL FUNDS SUMMARY

Description	Budget FY 2025-26
General Fund (001)	24,280,300
Turtle Lighting (5720)	20,000
Total General Funds	24,300,300
Capital Improvement Funds:	4,726,500
Sewer Funds (401)	43,690,900
Transfer From Reserves to Capital Improvement Fund	262,000
Total Sewer Funds	43,952,900
Sewer Capital Improvement Funds	24,749,700
Sewer Vehicle-Replacement #169	130,000
(408) Sewer System Improvements- Station 5 Spare Pump (409)	132,000
	262,000
Total Sewer Capital Improvement Funds	25,011,700
Total Budget Appropriations	97,991,400
Less: Interfund Transfers	(27,474,900)
Total Net Budget	70,516,500



CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Public Hearing: Resolution 2025-19 FY 2025-26 Sewer Rates

SYNOPSIS:

The City of Daytona Beach Shores has an agreement with the City of Port Orange dated November 12, 1984, for the provision of sewage transportation, treatment and disposal for the City's wastewater service area. An amendment to the contract was entered into on November 14, 2023 for an increase in the current treatment and disposal rate to \$4.05/M as of January 1, 2024. In a letter dated June 26, 2024 the City received notice from the City of Port Orange Finance Director stating a rate increase to \$4.28/M as of October 1, 2024 per the amended agreement. With this letter Port Orange Resolution 2024-18 was included showing the increased rates for the processing of City of Daytona Beach Shores sewage through September 30, 2028.

October 1, 2024 \$4.28 per 1,000 gallons

October 1, 2025 \$4.53

October 1, 2026 \$4.79

On October 7, 2025 there will be a hearing to discuss the \$0.26/M increase in sewer processing and how this increase would be passed to all customers. Current monthly base charges including up to 3,000 gallons of sewer for "in-city" customers will increase from \$40.13 per month to \$42.82 per month. Monthly usage above 3,000 gallons will increase from \$13.22/M to \$14.11/M. For "outside-city" customers the monthly base rate will increase from \$59.94 to \$63.96 with usage above 3,000 gallons increasing from \$19.83/M to \$21.16/M.

The increases are based on cpi, May over May, at 4.81% and the \$0.75/m for processing the initial 3,000 gallons of sewage per Port Orange Resolution 2024-18.

FISCAL IMPACT STATEMENT:

These rates were utilized when building the FY 25-26 budget, no current budget effect.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

To approve Resolution 2025-19 FY 2025-26 Sewer Rates as presented.

SUGGESTED MOTION:

Motion to approve Resolution 2025-19 FY 2025-26 Sewer Rates as presented.

- ATTACHMENT:**
1. Resolution 2025-19 sewer rates
 2. Email-BILL#_265727_08292025 showing hearing listed on 08292025 utility bill
 3. Resolution 24-18 - Water - Wastewater Fee Schedule
 4. Signed 6th addendum PO sewer agreement

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO SEWER UTILITY RATES, CHARGES AND FEES; REVISING WASTEWATER RATES; REVISING MONTHLY RETAIL CUSTOMER BASE CHARGES; ESTABLISHING AUTOMATIC RATE ADJUSTMENTS; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores and the City of Port Orange entered into a Retail Sewer Service Agreement, dated November 12, 1984, as amended from time to time (Shores Agreement) for the provision of sewage transportation, treatment and disposal for the Shores wastewater service area; and

WHEREAS, the Parties entered into a Sixth Addendum to the Wholesale Service Agreement on November 14, 2023 amending the disposal fees charged to the city from \$3.46 to \$4.05 per thousand gallons effective January 1, 2024; and

WHEREAS, the disposal fees were increased 5.75% per City of Port Orange Resolution 24-18 effective annually beginning on October 1, 2024 to \$4.28 per thousand gallons; and

WHEREAS, a notice of public hearing to consider the increase in sewer rates was duly published on all utility account invoices at least 30 days prior to the hearing; and

WHEREAS, on October 7, 2025, the city commission held a public hearing to consider Resolution No. 2025-19; and

WHEREAS, at the public hearing, the commission disclosed all purposes for which any increased and/or new rates, fees and charges established in Resolution No. 2025-19 will be used; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds it in the best interest of the city and the customers of the city wastewater system to establish revised rates, fees, and other charges for the services furnished by the wastewater system according to Chapter 12-4.60 of the Code of Ordinances.

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

Section 1 Recitals: The "WHEREAS" clauses are hereby incorporated by reference herein.

Section 2. Adoption of Sewer Utility Rates: The City Commission of the City of Daytona Beach Shores, Florida hereby adopts the following Sewer Utility Fee schedule:

a. Monthly Sewer Charges:

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

1) Within the City:

- (i) The minimum per month charge for customers within the City connected to the sewer shall be \$42.82 including a \$0.53 administrative charge and the first three thousand (3,000) gallons of usage. Non-connected customers whom have availability shall be billed a monthly minimum monthly availability charge of \$42.82.
- (ii) The rate for any and all use beyond three thousand gallons is \$14.11 per each thousand gallons.

2) Outside the City:

- (i) The current minimum per month charge for system availability is increased to \$63.96 including a \$0.53 administrative charge and the first three thousand (3,000) gallons of use.
- (ii) The rate for any and all use beyond three thousand gallons is increased to \$21.16 per each thousand gallons

b. Annual Price Index Rate Adjustment

The City shall automatically adjust and increase the rate, fees and charges as identified in Section 1 above annually by applying a price index factor established for that year as provided in this section to offset the estimated effects of inflation on the cost of operating, maintaining, repairing, replacing and improving the wastewater facilities of the city. All Applicable Rates so adjusted (hereinafter referred to as "Indexed Rates") shall be implemented by the City.

(1) Adjustment Schedule. Rate Indexing shall not be employed more than once in any fiscal year and the Indexed Rates shall be automatically implemented by the city effective with bills rendered on and after October 1st of the year in which the price index

factor was determined. Nothing herein shall preclude the City from making additional changes to the Applicable Rates in any year through the adoption of a commission resolution.

(2) **Price Index Factor.** A price index adjustment factor expressed on a percentage basis as determined annually (hereinafter referred to as "Price Index Factor") shall be applied to the Applicable Rates. The Price Index Factor to be applied by the City shall be equal to the percentage change in the U.S. Bureau of Labor Statistics Water and Sewer Maintenance Index (Series ID CUSR0000SEHG CPI-All Urban Consumers or its equivalent if changed) when comparing i) the average twelve month index factor ended May of the current fiscal year immediately prior to the fiscal year that the Rate Index is to be applied and ii) the average twelve month index factor ended May of the prior fiscal year (the "Effective Price Index"). By way of example, the Effective Price Index for Fiscal Year 2025 which would be implemented effective with bills rendered on October 1, 2025, would be calculated as the percentage change in the average index calculated for the twelve months ended May 2025 to the average index calculated for the twelve months ended May 2024. The Price Index Factor shall not be less than three percent (3%).

(3) **Determination of Indexed Rates:** The Applicable Rates shall be adjusted annually according to Section 1(b)(1) above, entitled Adjustment Schedule, by an amount equal to the Price Index Factor as determined in the current fiscal year. The application of the Annual Price Index Adjustment will begin with bills rendered for sewer usage on October 1, 2025 billed with the November 2025 utility billing. The Indexed Rates shall be rounded to the nearest cent.

Section 3. Implementing Administrative Actions. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative policies.

Section 4. Savings. The prior actions of the City of Daytona Beach Shores not addressed herein relating to the collection, imposition, establishment or other action relative to utility fees, charges, rates or any other similar matters and any other fees, charges, rates or any other similar matters by the City and the establishment of fees, charges, rates or any other similar matters by the City, and any and all matters relating thereto, are hereby ratified and affirmed.

Section 5. Conflicts. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall

be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date. This Resolution shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

**NANCY MILLER
MAYOR**

**KURT SWARTZLANDER
CITY MANAGER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

**CITY OF DAYTONA BEACH SHORES**2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118**UTILITY BILL****REMIT PORTION**Please write your Account Number on your check
and enclose this portion of bill with your payment.

Service Address	Bill Number	Account Number - Customer Number	Due Date	Amount Due
3257 S ATLANTIC AVE	265727	1030004550 - 300132	09/15/2025	\$238.43

CITY OF DAYTONA BCH SHORES
HOLD FOR PYMT
HOLD FOR PAYMENT, DA, FL 32118

(See reverse side)

*Change of address

*Enroll this account to ACH payment

✂ Detach and return the portion above with your payment ✂

**CITY OF DAYTONA BEACH SHORES**2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118
TELEPHONE (386) 763-5326
WEBSITE: www.dbshores.org**CUSTOMER COPY**

Keep this copy for your records

UTILITY BILL

Customer Name				Service Address				
CITY OF DAYTONA BCH SHORES				3257 S ATLANTIC AVE				
Bill Number	Bill Date	Account Number - Customer Number					Current Billing Due Date	
265727	08/29/2025	1030004550 - 300132					09/15/2025	
Charge Description	Meter Number	Previous Read Date	Current Read Date	Previous Reading	Current Reading	Read Code	Usage (1,000 gals.)	Charge Amount
SEWER SERVICE - IN CITY	35718513	06/28/2025	07/28/2025	790000	808000	A	18000	237.93
SEWER ADMIN FEE								0.50

History Billed Usage

Cycle Usage

READ CODEA = Actual
E = Estimate
F = Final
W = Water Co.
Estimate**Total Current Billing**

Previous Balance

Adjustments

Less Payments Received

Total Due

238.43

93.01

0.00

93.01

\$238.43THE CITY OF DAYTONA BEACH SHORES COMMISSION WILL BE CONSIDERING A
6.71% INCREASE TO ITS MONTHLY SEWAGE RATES AT A PUBLIC MEETING TO BE
HELD TUESDAY, OCTOBER 7, 2025 AT 6:00PM AT CITY CHAMBERS LOCATED AT
3000 BELLEMEAD DR., DAYTONA BEACH SHORES, FL 32118.

BILLING ADDRESS CHANGE

Name: _____
Address: _____

DBS Account Number: _____
Telephone Home: _____ Cell: _____
E- Mail Address: _____ Daytime Phone Number: _____

In order to assure accurate and timely delivery, you must change your address with the United States Postal Service by visiting www.usps.com and click Manage Your Mail> Change Your Address

IF BALANCE DUE IS 30 DAYS IN ARREARS, WATER WILL BE DISCONNECTED IF NOT PAID BY THE FIFTH OF THE MONTH

THIS WILL BE YOUR ONLY NOTICE, NO EXCEPTIONS, STRICTLY ENFORCED

PENALTIES

SEWER: A 10% PENALTY IS ASSESSED AFTER DUE DATE. AN ADDITIONAL 15% PENALTY IS ASSESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH DAY OF THE MONTH.

GARBAGE: A 10% PENALTY IS ASSESSED AFTER THE 25TH DAY OF THE MONTH.

IF BALANCE DUE IS 30 DAYS IN ARREARS WATER WILL BE DISCONNECTED IF NOT PAID BY THE FIFTH OF THE MONTH AT WHICH TIME THE FULL AMOUNT MUST BE PAID TO RESTORE/CONTINUE SERVICE.

THE CITY IS NOT RESPONSIBLE FOR DELAY OR LOSS OF MAIL.

"CONSERVE A CHECK" Auto Draft Payment (Electronic Funds Tranter): This is the most cost effective and efficient way to pay and the preferred method of payment. There is no fee and the account is drafted on the due date. Bank drafting requires that funds are available in your account on the date of the bank draft (15TH of the month), just as if you had written a check. Penalty charges may apply for drafts that are refused by the bank for non-sufficient funds or closed accounts. To cancel bank drafting, simply call the finance/utility department. Bank drafting will be discontinued at the billing cycle following your request.

COMPLETE THIS FORM

I hereby authorize the City of Daytona Beach Shores to initiate debit entries and if necessary credit entries and adjustments to my checking or savings account at the financial institution indicated below.

Please complete the following. For assistance in completing the form, please call (386) 763-5326

Name on Bank Account: _____
Bank Name and Address: _____
Bank Routing Number: _____ Bank Account Number: _____
Bank Phone Number: _____ Daytime Phone Number: _____
DBS Account Number: _____
Customer Signature: _____ Date: _____

Please attach a copy of a voided check

RESOLUTION NO. 24-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING UTILITY SERVICE FEES, RATES AND CHARGES AND REVISED PROCESSES, ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council commissioned a utility rate study performed by Raftelis Financial Consultants, Inc. and has determined, based on that study, that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's utility systems.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Adoption of Utility Fee Schedule

The City Council of the City of Port Orange, Florida hereby adopts the following utility fee schedule.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service

The following Development Fees Schedule set forth in this section shall become effective April 1 of the year as stated below.

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	
Effective April 1, 2024	\$1,545.00

Sewer Service Development Fee	
Effective April 1, 2024	\$1,674.00
Effective April 1, 2025	\$1,808.00
Effective April 1, 2026	\$1,942.00
Effective April 1, 2027	\$2,076.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	
Effective April 1, 2024	\$618.00

Sewer Service Development Fee	
Effective April 1, 2024	\$669.60
Effective April 1, 2025	\$723.20
Effective April 1, 2026	\$776.80
Effective April 1, 2027	\$830.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee		
Effective April 1, 2024 - \$1,545.00 per equivalent living unit plus an amount computed as follows:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$103.67	15
31 & Above	\$ 77.75	30

Sewer Service Development Fee		
Effective April 1, 2024 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$120.53	15
31 & Above	\$ 90.40	30

Sewer Service Development Fee		
Effective April 1, 2025 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$138.39	15
31 & Above	\$103.80	30

B. Outside City Limits

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems) a surcharge of 25% shall be added to the fees set forth in subsection A. 1. above pursuant to s. 180.191, Florida Statutes.
2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A. 2. above pursuant to s. 180. 191, Florida Statutes.
3. For each motel, hotel, commercial or industrial use connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A.3. above pursuant to s. 180. 191, Florida Statutes.

C. City of Daytona Beach Shores: (Treatment Only)

1. For each equivalent living unit connected to the system (including: single-family and multi-family for public or private utility systems):

Sewer Service Development Fee	
Effective April 1, 2024	\$998.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee		
Sewer Development Fee per equivalent living unit set forth in Subsection C.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	\$ 0.00	0
16-30	\$66.53	15
31 & Above	\$49.90	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service - Potable & Reclaimed**Connection Charges**

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

Connection Charge		
METER SIZE	POTABLE	RECLAIMED/IRRIGATION
¾ inch	\$ 750.00	\$ 750.00
1 inch	\$1,030.00	\$1,030.00
1 ½ inch	\$1,220.00	\$1,220.00
2 inch	\$1,905.00	\$1,535.00
3 inch or larger	\$525.00 plus actual material and labor	

B. Outside City Limits:

For each connection made to the water system outside of the City limits a surcharge of 25% shall be added to the fees set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,775.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this Section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGESSection 5. Application and Deposits for ServiceA. Primary Utility Meter Deposit

Requests for new utility service shall be processed in accordance with Section 74-33(d) of the Code of Ordinances. The Finance Director shall waive deposits for property owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months.

Upon the City becoming aware that a customer is deceased, the name on the account shall be changed to "Estate of [name of deceased]" and the deposit shall be applied to

the account. For estates where there are multiple owners or tenants listed on the property deed or lease, the deposit may be transferred to a new account in the name of a surviving co-owner or co-tenant, upon request.

In cases of divorce requiring a change of account holder, a new deposit shall be required unless the court instructs otherwise.

All utility deposits will be held in a non-interest-bearing account.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	\$120.00	\$210.00
1 inch	\$240.00	\$420.00
1 1/2 inch	\$360.00	\$630.00
2 inch	\$912.00	\$1,596.00
3 inch	\$1,260.00	\$2,205.00
4 inch	\$1,680.00	\$2,940.00
6 inch	\$4,200.00	\$7,350.00
8 inch	\$5,040.00	\$8,820.00
10 inch	\$7,200.00	\$12,600.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above an additional deposit will be required for an additional reclaimed or potable meter.

ADDITIONAL METER DEPOSIT ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	\$42.00	\$96.00
1 inch	\$84.00	\$192.00
1 1/2 inch	\$126.00	\$288.00
2 inch	\$319.00	\$729.00
3 inch	\$441.00	\$1,008.00
4 inch	\$588.00	\$1,344.00

All utility deposits will be held in a non-interest-bearing account.

- C. Customers who have been processed for disconnection for non-payment two times within a twelve-month period or have a credit history evidencing delinquent payments on their accounts, will be required to pay an additional deposit equal to three (3) months average invoice, averaged over the previous 12 months.
- D. The application for service shall require a valid driver's license or valid government-issued identification card and either proof of ownership or a valid lease agreement. A W-9 is required for all accounts establishing service in a business name. Should an applicant refuse to provide valid identification, the customer will be refused utility service.

- E. The deposits outlined in this Section apply to all residential and commercial property owners and shall be refunded if a change of ownership can be verified. Deposits for residential owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months shall be applied to future utility bills upon request by the residential owner. Deposits for tenant accounts shall be held until the account is closed.

Section 6. Portable Water Meter Charges

- A. Upon receipt of the meter, the customer will pay a \$1,615.00 security deposit plus a hydrant meter charge of \$300.00. Upon return of the meter in good working condition, the individual or firm will receive a refund of \$1,615.00 less any outstanding charges and fees.
- B. All portable meters must be read, or usage reported monthly and charged a standard inside commercial water rate based on the meter size plus a \$30.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read or to email the meter shop a photo of the face of the meter showing the reading and register number.
- C. Under special circumstances that include semi-permanently installed meters, and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to contact the City to request the meter to be read on a monthly basis, the meter shall be returned to the City and the customer shall be required to pay the hydrant meter charge of \$300.00 and any additional outstanding sums in order to renew service.
- D. Any damage to a portable meter will be addressed in accordance with Section 74-36(b) of the Code of Ordinances.
- E. The account holder is responsible for all usage charges regardless of who may have used the water.

Section 7. Account Service Charges

- A. There will be a \$45.00 service charge for a new account for water service where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter. A credit of \$30.00 will be applied for all customers who enroll in automatic bank draft (autopay) and paperless billing.
- B. There will be a \$45.00 service charge for a reconnect to turn-on water where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter.

- C. There will be a \$115.00 service charge for a new account or reconnect requiring unscheduled service after regular business hours as defined in subsection 8.B. below, or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.
- D. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply per service call.
- E. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.
- F. As defined in Section 812.14 of the Florida Statutes or Section 74-40 of the Code of Ordinances, tampering with a utility meter is prohibited. The fine amount for tampering in violation of Section 74-40 shall be three times the amount of the service plus \$115.00.
- G. A delinquent fee of \$45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 8. Extraordinary Service Call Charges

- A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum \$45.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.
- B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 4:30 p.m., Monday through Friday shall require a \$115.00 service charge together with the additional charges set forth in subsection A. of this Section.
- C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance. Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 a.m. to 3:30 p.m.

Section 9. Meter Test Charges

- A. Bench Test
There shall be a \$115.00 service charge for customers requesting a meter bench test for accuracy on a 3/4-inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially

inaccurate shall be construed to mean a deviation greater than two and one-half percent (2-1/2%) from perfect registration.

B. Meter Check – At Service Location

There will be a \$30.00 service charge for a customer ordered meter check after information has been provided regarding consumption. If the reading is found to be in error or the meter is not functioning properly then this charge will not be assessed.

Section 10. Swimming Pool Service Charges

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge may be given for the amount of water used to fill the swimming pool when requested within twelve months of the pool being filled in accordance with Section 2-240 of the Code of Ordinances.

Section 11. Backflow Inspection/Testing Charge

All owners of non-single-family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional in accordance with Section 74-249 of the Code of Ordinances. Certified test results are to be provided to the City immediately thereafter. There shall be a monthly charge of \$3.33 for inspection and testing of each single-family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges

The following minimum charges shall apply for approved taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	\$300.00	\$ N/A
2 inch	430.00	N/A
4 inch	705.00	805.00
6 inch	705.00	805.00
8 inch	705.00	805.00
10 inch	775.00	1,055.00
12 inch	840.00	1,355.00

The above charges do not include jacking and boring, crossing of City streets, related restoration, permitting, and valves and/or related parts. If extenuating circumstances exist, additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges

- A. There shall be a monthly maintenance charge of \$10.00 for each privately owned fire hydrant located within the City limits and outside of public right-of-way or public utility easements.
- B. There shall be a monthly maintenance charge of \$12.50 for each privately owned fire hydrant located outside the City limits and outside of public right-of-way or public utility easements when served by the City's water distribution system.

Section 14. Fire Sprinkler System Charges

- A. Single-Family Residential and Multi-Family Residential
 - 1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution.
 - 2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.
- B. Motel, Hotel, Commercial and Industrial

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.
- C. New Fire Sprinkler Service Installations

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution. The required backflow prevention device shall be charged for annual testing in accordance with Section 11.

D. Monthly Charges for Unmetered Fire Sprinkler Systems

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY
2 inch	\$4.62
3 inch	8.66
4 inch	14.44
6 inch	28.88
8 inch	46.20
10 inch	66.41
12 inch	124.16

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the above charges set forth in subsection D above pursuant to s. 180.191, Florida Statutes.

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 15. Schedule of Monthly Water Charges

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings. If connection is required pursuant to Section 74-31 of the Code of Ordinances, water service is deemed available for use.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be \$10.45 for each unit plus usage billed as follows:
2. Usage:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	\$1.56 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	\$4.10 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	\$5.58 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	\$7.07 per thousand gallons
BLOCK 5	(18,001 + gallons)	\$11.31 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

3. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. or A.2. above pursuant to s. 180.191, Florida Statutes.
 4. Non-connected customers will be charged the minimum monthly charge.
- B. Multi- Family Residential – (Apartment, Condominium, or Time-share Resort using a public or private utility system with Master Meter).
1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$10.45 for each equivalent living unit plus usage billed at \$3.39 per thousand gallons.
 2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.
 3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.
 4. Multi-family residential properties with individual meters shall be billed at the single-family rates established in subsection 15.A.
- C. Campground and Recreational Park including Private Utility Systems
1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$10.45 for each equivalent living unit plus usage billed at \$ 3.39 per thousand gallons.
 2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.
 3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.
- D. Motel, Hotel, Commercial and Industrial (to include water only accounts)
1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	\$10.45

1 inch	\$17.42
1 1/2 inch	\$34.84
2 inch	\$55.74
3 inch	\$104.52
4 inch	\$174.20
6 inch	\$348.40
8 inch	\$557.44
10 inch	\$801.32

In addition to the minimum monthly charge, each account shall be billed for usage at \$3.30 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi- Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$ 10.45 for each unit plus usage billed as follows:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	\$1.56 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	\$4.10 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	\$5.58 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	\$7.07 per thousand gallons
BLOCK 5	(18,001 + gallons)	\$11.31 per thousand gallons

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Town of Ponce Inlet Wholesale Water Rates

The Town of Ponce Inlet shall be charged a minimum rate per month per Master meter, plus usage billed per thousand gallons as follows:

Effective Date	Minimum Rate	Usage (Per Thousand Gallons)
January 1, 2025	\$71.93	\$4.43
January 1, 2026	\$73.91	\$4.55
January 1, 2027	\$75.94	\$4.68

Section 16. Schedule of Monthly Sewer Charges

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit plus usage billed at \$4.86 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of \$13.08. Each customer connected to sewer, but not connected to water shall be billed a monthly charge of \$32.54.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge availability charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential (Apartment, Condominium, or Time-Share Resort using a public or private utility system with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit plus usage billed at \$4.86 per thousand gallons.
3. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.
3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park to include Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each equivalent full time or short-term unit, plus usage billed at \$4.86 per thousand gallons.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.
3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings

with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$4.86 per thousand gallons:

MINIMUM MONTHLY CHARGE:	
3/4" meter	\$13.08
1" meter	\$21.81
1 1/2" meter	\$43.61
2" meter	\$69.78
3" meter	\$130.84
4" meter	\$218.07
6" meter	\$436.14
8" meter	\$697.82
10" meter	\$1,003.12
Non-connected	\$13.08

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi-Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$13.08 for each unit, plus usage billed at \$4.86 per thousand gallons.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Septic Haulers

Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract with and on behalf of the City of Port Orange. In such instances, charges shall be defined in the contract.

G. City of Daytona Beach Shores Wholesale Sewer Rates

The City of Daytona Beach Shores shall be charged usage per thousand gallons of untreated sewage flow, as follows:

Effective Date	Usage (Per Thousand Gallons)
October 1, 2024	\$4.28
October 1, 2025	\$4.53
October 1, 2026	\$4.79

Section 17. Minimum Billing for Partial Monthly Service

The minimum monthly water and sewer utility charges shall apply to all accounts with service availability. Minimum monthly charges shall be prorated during the initial and final month of service.

Section 18. Voluntary Suspension of Service & Minimum Charges to Vacate Developed Properties

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. In order to prevent unauthorized water usage while a customer is on vacation (for a minimum of three months) the customer may request that the City lock-off the meter at no cost to the customer. The customer will not be required to pay a service charge if a request is received the day prior to the need to resume service.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 19. Reclaimed Water System Charges

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the connection to and use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE:	BLOCK 1	BLOCK 2	BLOCK3
3/4 INCH	0 – 12,000	12,001 – 18,000	18,001+
1 inch	0 – 20,000	20,001 – 30,000	30,001+
1 1/2 inch	0 – 40,000	40,001 – 60,000	60,001+
2 inch	0 – 64,000	64,001 – 96,000	96,001+
3 inch	0 – 120,000	120,001 – 180,000	180,001+
4 inch	0 – 200,000	200,001 – 300,000	300,001+
6 inch	0 – 400,000	400,001 – 600,000	600,001+
8 inch	0 – 640,000	640,001 – 960,000	960,001+
10 inch	0 – 920,000	920,001 – 1,380,000	1,380,001+

1. Inside the City

MINIMUM MONTHLY CHARGE:	
3/4" meter	\$9.51
1" meter	\$15.85
1 1/2" meter	\$31.70
2" meter	\$50.72
3" meter	\$95.10
4" meter	\$158.49
6" meter	\$316.99
8" meter	\$507.18
10" meter	\$729.06

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:	
BLOCK 1	\$0.24 per thousand gallons
BLOCK 2	\$0.42 per thousand gallons
BLOCK 3	\$0.48 per thousand gallons

2. Outside the City

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. INTERRUPTIBLE SERVICE RATE

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or the designee, the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A. of this Section, plus usage billed at \$0.24 per thousand gallons inside the City. Service under this category may be interrupted at any time by the City.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

Section 20. Irrigation/Sprinkler Charges

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the water system of the City based on the meter size and consumption as shown by monthly meter readings. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth.

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE:
3/4" meter	\$10.45
1" meter	\$17.42
1 1/2" meter	\$34.84
2" meter	\$55.74

Usage shall be charged at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential – (Apartment, Condominium, or Time-Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT)	
3/4" meter	\$10.45
1" meter	\$17.42
1 1/2" meter	\$34.84
2" meter	\$55.74
3" meter	\$104.52
4" meter	\$174.20
6" meter	\$348.40
8" meter	\$557.44
10" meter	\$801.32

Usage shall be charged at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE:
3/4 inch	\$10.45
1 inch	\$17.42
1 1/2 inch	\$34.84
2 inch	\$55.74
3 inch	\$104.52
4 inch	\$174.20
6 inch	\$348.40
8 inch	\$557.44
10 inch	\$801.32

In addition to the minimum monthly charge, each account shall be billed for usage at \$5.54 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C. above pursuant to s. 180.191, Florida Statutes.

PART D– MISCELLANEOUS CHARGES AND ADJUSTMENTS

Section 21. Collections Process and Delinquent Charges

- A. Any account that is sent to collections will be charged a collection fee of \$45.00.
- B. Any account that has been processed for a lien or satisfaction of lien will be charged the processing fees charged by Volusia County plus an additional \$45.00 City administration fee.
- C. A delinquent fee of \$45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 22. Account Adjustments

- A. Increases in charges to address under billing resulting solely from the City's error will be applied prospectively only. Credits to customer accounts due to overbilling resulting solely from the City's error will be refunded to the maximum extent required by law.

Section 23. Rate Review

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein. Based on the approved Rate Study presented by Raftelis, rates will increase as follows (Excludes the City of Daytona Beach Shores and Town of Ponce Inlet rates which are specified in Sections 15F and 16G):

Summary of Proposed Retail and Wholesale Rate Adjustments		
Description	2026	2027
Proposed Rate Revenue Adjustments:		
Water System	2.75%	2.75%
Wastewater System	5.75%	5.75%
Reclaimed Water System	4.25%	4.25%
Effective Date of Increase	1-Jan	1-Jan

Section 24. Severability

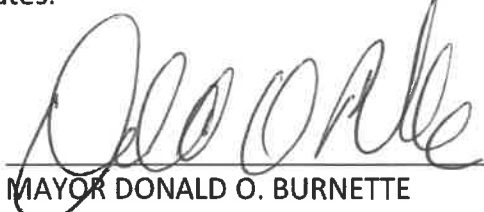
If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 25. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This Resolution shall supersede Resolution No. 95-21 and 23-26.

Section 26. Effective Date

This resolution shall become effective for all bills rendered after January 1, 2025, except for the fees set forth herein with stated effective dates.


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Adopted on the 19 day of June, 2024



Reviewed and Approved: 
Shannon K. Balmer, Assistant City Attorney

SIXTH ADDENDUM TO THE WHOLESALE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CITY OF DAYTONA BEACH SHORES, a municipal corporation of the State of Florida ("the Shores") and THE CITY OF PORT ORANGE, a municipal corporation of the State of Florida ("Port Orange").

Whereas, Port Orange owns its Pollution Control Facility which is a regional facility for the treatment and disposal of sanitary sewage from the southern area of North Central Volusia County, by methods approved by the State of Florida, Department of Environmental Protection and the U.S. Environmental Protection Agency; and

Whereas, Port Orange and the Shores are Parties to that certain Agreement dated November 12, 1984, as amended from time to time ("Shores Agreement"), for the provision of sewage transportation, treatment and disposal for the Shores wastewater service area; and

Whereas, Port Orange and the Volusia County entered into a Retail Sewer Service Agreement South Peninsula, Volusia /County, dated December 6, 1984 ("County Agreement") for provision of sanitary sewage service to the South Peninsula Sewage Collection System area ("South Peninsula Area"); and

Whereas, the Parties deem it mutually beneficial that Daytona Beach Shores will continue to bill as historically done for wastewater services within Daytona Beach Shores. Port Orange will continue to provide a consumption listing for Daytona Beach Shores; and

Whereas, the Parties are authorized by law to enter into this Agreement to amend the Shores Agreement, as previously amended.

WITNESSETH

That, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual promises herein, Port Orange and the Shores do hereby agree to amend the Shores Agreement as previously amended by the revision of Sections B. (2), B. (20) and B. (21) to read as follows:

B. (2) Port Orange agrees to establish a wholesale rate based on annual budgetary estimates, covering the costs described above per thousand gallons of domestic sanitary sewage. Monthly payments for all services rendered shall be computed on this basis. The Shores agrees to pay Port Orange monthly by electronic funds transfer, within ten (10) days from receipt of bill, for each and every month, for that amount of sewage delivered to the Port Orange facilities in the preceding month, based on the agreed rate per thousand gallons. Effective January 1, 2024 the rate shall be \$4.05 per thousand gallons. Effective October 1, 2024, the rate shall be \$4.28 per thousand gallons. The rates shall be reviewed and adjusted to be effective on October 1st for each year thereafter. Port Orange shall notice the Shores by no later than July 1 of each year of any proposed change(s) in the wholesale rates or forego the rate increase for that year.

B. (20) Ratification. The Shores Agreement, as previously amended and now further amended by this Sixth Addendum, is hereby fully ratified and reconfirmed in its entirety and all other provisions shall remain in full force and effect.

B. (21) Terms Effective. All other terms and conditions of the Shores Agreement, as previously amended, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Addendum by their duly authorized officials on the dates set forth below, the last being the Effective Date of this Sixth Addendum.

Witness:

Ch Scott

CITY OF DAYTONA BEACH SHORES

By: Nancy J. Miller
Mayor Nancy Miller

Attest: Kurt Swartzlander
Kurt Swartzlander, City Manager

Date: Nov 14, 2023

Witness:

Tracee Cody
TCody

CITY OF PORT ORANGE

By: Donald O. Burnette
Mayor Donald O. Burnette

Attest: Robin L. Fenwick
Robin L. Fenwick, City Clerk

Date: 11/20/2023





CITY COMMISSION AGENDA MEMORANDUM OCTOBER 7, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion on terms for board members

SYNOPSIS:

At the meeting on September 8, 2025, board member re-appointments were discussed. The current Ordinance (Ord. 2019-05) for the board re-organization did not address a time limit for a member termed out to re-apply and be re-appointed.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The following are two paragraphs from Ord. 2019-05 that relate to board member terms: **Terms.** Each position shall have a 3-year term of office with each beginning on October 1 of a calendar year. Each member appointed shall serve for the specific term, or the unexpired portion thereof, of the specific position to which the member is appointed. A qualified member shall also serve after the expiration of a term of office until a successor is appointed. **Term limits.** No member shall serve more than 3 consecutive terms on the same board, commission, or committee unless service of more consecutive terms are approved by a fourth-fifths vote of the City Council.

At this time, there is a board member who has been termed out. The commission needs to decide what length of time, if any, a member needs to sit out before he/she may re-apply to the board. This was not addressed in the original ordinance.

LEGAL REVIEW:

RECOMMENDATION:

This is up to the commission's discretion.

SUGGESTED MOTION:

ATTACHMENT: None



**CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 7, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Continued Discussion on City Manager Hiring Process

SYNOPSIS:

This item was requested by the Commission to be placed on the agenda for discussion.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Opinion - Next Steps in City Manager Recruitment

M E M O R A N D U M

TO: Mayor and City Commissioners
FROM: Gretchen R. H. ("Becky") Vose, Esq., City Attorney
DATE: September 16, 2024
SUBJECT: Next Steps in Filling City Manager Position

I have been requested to put together an outline of the proposed next steps in the City Manager procurement process. The following is what is suggested.

WHAT HAS BEEN DONE SO FAR:

- 1) City Commission has approved the position description and requirements ("Approved Ad").
- 2) City staff has posted the Approved Ad on the City website.
- 3) City staff has prepared a full color brochure using Approved Ad language ("Brochure").
- 4) City staff has posted the Brochure on the following websites: FLC, ICMA.

NEXT STEPS

Pre-screening Committee: The City Commission should now appoint a "pre-screening committee". This committee will be a Sunshine committee, and the members shall not communicate with each other regarding issues relating to the candidates except in the Sunshine. All meetings of the pre-screening committee shall be in the Sunshine with meetings times and locations posted on the City website and at City Hall. All meetings shall be open to the public. Minutes shall be kept of every meeting by the City Clerk.

Suggested membership on pre-screening committee: Vice Mayor, representative of the City Attorney Office, City Finance Director, Community Development Director, HR Manager, and Acting City Manager. The City Clerk shall act as the clerk to take minutes for the pre-screening committee.

Once the deadline for applications has been reached, the following shall occur:

- 1) The HR Manager will acknowledge receipt of each application to the applicants and outline recruitment timeline for applicants.
- 2) The HR Manager will distribute copies of applications to pre-screening committee (electronic and/or hard copy as requested by pre-screening committee member).
- 3) Each member of the pre-screening committee shall review all applications.
- 4) When each member of the pre-screening committee has completed review of the applications, they shall contact the HR Manager and the HR Manager will schedule a mutually agreeable time for the prescreening committee to meet at a public City location

COUNSEL TO EXTRAORDINARY GOVERNMENTS & LEADERS THROUGHOUT FLORIDA SINCE 1973

to discuss the applications and to create a list of approximately 5 to 15 candidates that will be the subject of background checks ("First Round Candidates"). Member(s) of the pre-screening committee may attend meetings remotely if needed as long as no less than three members of the committee are present in person at the meeting. The City Clerk will be notified of the date, time and place for the meetings by the HR Manager and the City Clerk shall appropriately post the meetings for compliance with the Sunshine Law.

- 5) Background checks of the First Round Candidates will be conducted by City staff (as designated by the Acting City Manager), and those materials will be supplied to the members of the pre-screening committee.
- 6) Members of the pre-screening committee shall also be permitted to do whatever on-line, in person, telephone, or other investigation regarding the First Round Candidates as the pre-screening committee members deem appropriate. If references are to be contacted, only one member of the pre-screening committee shall contact any one reference.
- 7) Another pre-screening committee meeting will be scheduled, noticed and occur, at which time such committee shall eliminate candidates as appropriate to come to a list of approximately 5 candidates to recommend to the City Commission for interviews. The pre-screening committee, with the assistance of the City Clerk, shall compile sets of documents regarding the recommended candidates for transmission to the City Commissioners.
- 8) The City Clerk shall provide copies of materials supplied by the pre-screening committee to each of the City Commissioners in the format requested by each commissioner.
- 9) The City Commission shall determine which candidates it wishes to interview.
- 10) Interviews should be scheduled to take place in the morning on a date set by the City Commission in a Round Robin fashion so that each Commissioner meets with each candidate for a period of 30 minutes, with a 10-minute break between meetings. After the completion of all individual meetings, there shall be lunch with the candidates, city staff members and the City Commission members. After lunch, there shall be a public meeting during which public interviews shall occur. After all interviews, the City Commission shall decide as to whether to offer a candidate a position with the City.
- 11) The Vice Mayor shall negotiate an agreement with the successful candidate with the assistance of the City Attorney to draft the agreement.
- 12) The City Commission shall consider the agreement recommended by the Vice Mayor and decide on the agreement.
- 13) If no candidate is hired after this process, the City Commission shall decide as to the next steps to fill the position.