



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING DECEMBER 2, 2025

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Presentation of Ralph Wheeler Volunteer of the Year Award
 - B. Presentation by Jordan Snipes for Speak Up: Tomorrow Needs You
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes November 4, 2025
- 7. CONSENT AGENDA:**

- A. Community Services Department Monthly Report - October 2025
- B. Public Safety Monthly Report October 2025
- C. October Executive Summary Report
- D. Purchase of approved mobile radios
- E. Approval of Internal Operating Policies: Pelican Newsletter Content, LED Sign Content
- F. Award of Public Safety HVAC Design Request For Proposal (RFP 2025-10-01) & Authorization of City Manager to negotiate contract with Salas O'Brien Florida, Inc.
- G. Approval of Internal Operating Policies: Purchasing Card Policy and Procedures Manual

8. OLD BUSINESS:

- A. Ordinance 2025-18: Amending Sec. 2-8 of the Daytona Beach Shores Code of Ordinances entitled "General Provisions Relating to City Appointed Boards, Commissions and Committees and Appointments"

9. NEW BUSINESS:

- A. Resolution 2025-23: Exempting Daytona Beach Shores from the requirements to exempt property taxes for certain affordable housing for those rented to households who earn between 80-120% of the Area Median Income pursuant to Section 196.1978(3)(o), Florida Statutes
- B. 2025 Concurrency Management Report
- C. Individual Petitions filed by Resident "Lonnie Groot" Related to the following:
 - i) Petition to designate day after Christmas as paid holiday and provide loyalty award to Public Safety employees
 - ii) Petition for City Commission Action Relating to Policies Pertaining to Commissioners Relating to Attending and Voting at Meetings
 - iii) Petition for City Commission Action Relating to Enhancements to Ethics in City Government
 - iv) Petition for City Commission Action Relating to the Absence of Commissioner Dembinsky from Office as City Commissioner and Payment of Commissioner Dembinsky while Absent from Office

10. CITY ATTORNEY COMMENTS

- 11. CITY MANAGER COMMENTS**
- 12. COMMISSION COMMENTS:**
- 13. AUDIENCE REMARKS/PUBLIC COMMENTS:**
- 14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**
- 15. ADJOURNMENT:**

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

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

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

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

1. CALL TO ORDER BY MAYOR

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

Staff: Interim City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Recreation Director Nancy Maddox, and Acting Public Safety Director Mark Swanson.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes October 7, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of October 7, 2025.

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

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

7. CONSENT AGENDA:

A. Public Safety September monthly report

B. Community Services Department Monthly Report - September 2025

C. Executive Summary Financial Reports-September 2025

D. Purchase of PADTrax RFID software program

E. Justice Assistance Grant (JAG) Contract for Services

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS 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

8. OLD BUSINESS:

- A. Ordinance 2025-17: Vacation of Tuscany Shores Public Beach Access Easement (2901 S. Atlantic Avenue)

The City Attorney read the ordinance by title only. Community Services Director Stewart Cruz explained that this was a second reading and there were no changes to the ordinance from the first reading. The city is still waiting for approval from the DEP to build a walkway near St. Kitts. The cost to build one there is significantly less than to rebuild one at this location. Director Cruz explained that the walkover needs to have minor changes to the design, and it is close to being resubmitted to the DEP.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2025-17 on second reading.

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

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

9. NEW BUSINESS:

- A. Ordinance 2025-18: Amending Sec. 2-8 of the Daytona Beach Shores Code of Ordinances entitled "General Provisions Relating to City Appointed Boards, Commissions and Committees and Appointments"

The City Attorney read the ordinance by title only. Community Services Director Stewart Cruz stated that at the last commission meeting, they had directed staff to work with the City Attorney to address board composition and board term limits. It had been decided that once a member was termed out, they would need to sit out for one three-year term before they could be considered for another appointment. The commission also determined that no more than two regular members could be considered a non-resident. A non-resident member must own at least 50% of the property in the city limits to be considered. Staff also worked with the attorney's office to recommend additional changes in this section of the code. They included: applicability, residency, vacancies and attendance requirements. Staff recommended approval of the ordinance for first reading.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2025-18 on first reading.

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

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

- B. Resolution 2025-21 Investment Policy Update

The City Attorney read the resolution by title only. Finance Director Lory Irwin explained the need for the amendment to the investment policy. Adding the ability to utilize Local Government Investment Pools (LGIP) will allow for short-term investments with a good return. Director Irwin stated the city had many upcoming capital projects and the need to have liquid funds is important.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2025-21 on first reading..

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

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

C. Resolution 2025-22 Waste Pro Amended and Restated Contract

The City Attorney read the resolution by title only. Finance Director Lory Irwin stated that negotiations began back in May to amend the existing contract with Waste Pro. If approved, the amended contract will run through September 2036. Additional components of the contract include: Waste Pro to cover the cost of Trac Eze and the contract supervision fees, cost for the quarterly Pelican newsletter, renegotiation fees, the franchise fee increased to 15%, and other miscellaneous items. Mayor Miller stated that she would be recused from voting as she received a campaign contribution from Waste Pro.

Susie Magendantz, a representative from Waste Pro, thanked the City Commission and staff for having a wonderful business relationship and renewing the contract.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Resolution 2025-22 on first reading.

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

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

D. Economic Development Lease Subsidy Grant Application - Revive Salt Lounge

Recreation Director Nancy Maddox spoke on behalf of the Economic Development Committee. They recently met and reviewed the application for Revive Salt Lounge. The committee recommended approval with the funding percentages of first year- 20%, second year - 30% and third year - 10%. After the meeting ended, it was discovered that the recommended percentages did not comply with the grant guidelines of 30%, 20% and 10%. Staff is requesting that the City Commission determine the appropriate award. The mayor stated that the recent lease subsidy grant applications have been for businesses that have already opened. It was her belief that the program was created to help a business start up and open. She requested staff bring back ideas to correct the process. Mayor Miller also mentioned that the city paid the lease subsidy for a few months to Mythios Brew who hadn't opened for business yet. She would like to ensure that guidelines are in place so the city does not pay for rent in advance and that the business needs to be just opening and not a few months in.

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Economic Development Lease Subsidy Grant for Revive Salt Lounge with the percentages of 30%, 20% and 10%.

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

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

E. Road Closure Approval for Sun and Shores Art Show

Director Maddox requested to close Bellemead Drive and a portion of Oceans West Blvd. for the Sun and Shore art festival. It will be a juried art show that will include food trucks and children's sidewalk art.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to

approve the Road Closure Approval for the Sun and Shores Art Show.

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

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

- F. Individual Petitions filed by Resident "Lonnie Groot" Related to the following:
- i) Citizen Boards and Committees
 - ii) Reestablishment of Abandoned Parks & Recreation Programs
 - iii) Use of Community Center and Cost/Benefit Analysis of Programs
 - iv) City Commissioner Time Expended on City Business
 - v) City Commission Transparency
 - vi) Public Safety Administration and Management
 - vii) City Commission Ethics
 - viii) Humility in Government
 - ix) City Awards and Publications
 - x) Support For the Arts Program

This item was withdrawn by the petitioner.

10. CITY ATTORNEY COMMENTS

Attorney Waters had no additional comments.

11. CITY MANAGER COMMENTS

Interim City Manager Michael Fowler thanked staff for their support. He informed the commission of the following: authorized emergency purchase of \$30,000 to fill a depression in A1A near Perry's; the city received reimbursement for staff being trained for ICE procedures; after the storm last month, six walkovers were temporarily out of service but now are serviceable. He inquired if the commission would approve the purchase of green lights for Operation Green Light for Veteran's Day. He would like to light the main buildings for the next week. The commission approved by voice consent.

12. COMMISSION COMMENTS:

Mayor Miller began her comments by stating that she and the Interim City Manager attended the delegation meeting in Deland. She thanked them for awarding the city \$900,000 last year. The city is asking \$325,000 for a piece of equipment in the next cycle. As Co-Chair of the stormwater mitigation committee, they have been meeting in regard to the flooding concerns in Volusia County. Mayor Miller announced the upcoming event for the month of November. Commissioner Dembinsky will not be available to be in person for the December commission meeting and requested permission to call in. Commissioner Card commented on the recent Economic Development Committee meeting. He stated that Mythos Brew was officially open and hoped they did well. Commissioner Conomos thanked all veterans for their sacrifice. Vice Mayor Politis commented on the informative presentations from the directors.

Mayor Miller stated that with Christmas falling on a Thursday this year, she would like to also provide Friday as a holiday with pay for the employees. The City Commission agreed by consensus.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Norma Chibbaro inquired if a streetlight could be added on the corner of Esperanza and Van Ave. She explained that it is very dark and would enhance safety in that area.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added for the next agenda.

15. ADJOURNMENT:

The meeting ended at 7:02 pm.

**MAYOR
NANCY MILLER**

**INTERIM CITY MANAGER
MICHAEL FOWLER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 2, 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 - October 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

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

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

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees, one electrician and one position that routinely assists the electrician.

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 have a 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 electrician and assistant are responsible for street light maintenance as well as any other electrical related issue that may arise within the City.

Additionally, this month:

- Community Center: Continued AC issues, tennis area bathroom repairs, first floor bathroom repairs, supervised alarm troubleshooting, repaired kitchen sink leak, painted/refreshed tennis area bathrooms
- Public Safety: Continued AC issues, supervised fire bay door repairs, changed drain pipes for AC unit to prevent clogging and leaking
- City Hall: Ran additional duct work in Finance, replaced ceiling tiles

- Facility: Delivered lift to Tampa for repairs, repaired the sidewalk grinder, assembled new grills, pressure washed pavilion bathrooms

Electrician:

- Electrical Locates: 48
- Installed/removed turtle shields, pulled fuses as needed
- Checked on and repaired issue at Veterans Park
- Installed and repaired light fixtures on street light poles and parts
- Repaired bollards at the Public Safety complex
- Checked issue on light post at the dog park
- Checked issue with lighting at the pickleball courts
- Checked and fixed UV filter light issue at Public Safety
- Moved the photocell attached to the lights at the court of flags
- Replaced lamps in the emergency lights at Public Safety
- Started working on decorative pole power for holiday decorations
- Repaired light at city hall wall
- Checked amperage on ATS for community center new generator
- Replaced a broken ceiling fan at the bocce ball courts
- Replaced a GFCI receptable in Public Safety kitchen
- Ordered lights and timers for Veterans Day lighting project

PARKS / STREETS DIVISION:

This division has twelve maintenance positions: one custodial position, four street maintenance positions and seven park maintenance positions. This month, the park maintenance division is short one position.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, 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. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. 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:

- Installed new pump on Community Center 2nd floor AC unit
- Repaired potholes around S. Atlantic Avenue and Mike's Gift Shop
- Assisted with duct/return added to Finance office
- Helped electrician with electrical trenches for Community Center lighting
- Worked on replacing part of the sidewalk near 3221 S. Atlantic Ave.
- Assisted patching pothole in front of 2209 S. Atlantic Ave.
- Repaired hand railing on walkover at 3145 S. Atlantic Ave.
- Patched pothole near flag pole on Florida Shores Blvd.
- Grinded S. Atlantic Ave. sidewalk from Florida Shores Boulevard to Cascade Terrace
- Replaced most of the flags on city properties
- Installed updated irrigation controls throughout the city properties
- Fixed the irrigation around the Court of Flags
- Fixed bench after an accident at Andrinopoulos Park
- Fixed broken sunshade at McElroy Park
- Sealed roof on McElroy Park storage building
- Repaired irrigation at Peck Park
- Repaired blockage at McElroy Park bathroom
- Pressure washed bocce court at McElroy Park
- Assisted with new grill assembly

- Replaced hoses at dog park

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 – 64
- Sewer credit meter read – 1
- Replaced battery at Station 5
- Replaced battery backup at Station 7
- Replaced broken clean out cap at 2539 Atlantic Avenue
- TV gravity main in front of 2209 S. Atlantic Ave. due to sink hole
- TV sewer back up at 100 Florida Shores Boulevard
- Replaced the hour meter on pump 1, Station 4
- Replaced the leader hose on the harbor jetter
- Checked sewer availability at 104 Van Avenue and 3235 S. Peninsula Drive
- Checked water line break at Peck Plaza
- Assisted and supervised installation of new pump at Station 5
- Pressure washed and started painting outside of master station
- Fixed sewer clean out at tennis court bathrooms

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – October, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 0
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 Approved by City Commission this Month: 0
 Approved by City Commission this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Rana Residence	3311 South Atlantic Avenue, Unit 1103	10/2	Install 4 motorized roll down hurricane shutters	\$17,375.00	\$192.58
Sidhom Residence	2987 South Atlantic Avenue, Unit 401	10/3	Replace 3 windows and 1 sliding glass door	\$26,900.00	\$281.02
Fantasy Island II	3175 South Atlantic Avenue	10/3	Replace generator	\$50,000.00	\$576.22
Johnson Residence	1925 South Atlantic Avenue, Unit 406	10/6	Install 5 motorized rolldown hurricane shutters	\$23,579.00	\$249.79
Hart Residence	3 Oceans West Boulevard, Unit 1B5	10/6	Guest bath remodel, new vanity and tops, wall repair	\$42,000.00	\$424.97
Sunglow Resort Condo	3647 South Atlantic Avenue	10/6	Concrete restoration on east elevations of building	\$48,000.00	\$482.16
Sand and Surf Condo	2535 South Atlantic Avenue	10/6	Concrete repairs to east balconies	\$25,000.00	\$262.91
Benayoun Residence	3003 South Atlantic Avenue, Unit 21A2	10/7	Kitchen and bathrooms remodel	\$30,000.00	\$310.58
Captiva Condo	3801 South Atlantic Avenue	10/8	Replace parking garage grille	\$20,289.00	\$219.45
Royal Atlantic Condo	3743 South Atlantic Avenue	10/8	Replace generator and transfer switch	\$60,000.00	\$746.55
Koonce Residence	2937 South Atlantic Avenue, Unit 1003	10/8	Kitchen remodel, new cabinets and countertops	\$23,500.00	\$249.08
Harpole Residence	2636 South Peninsula Drive	10/13	Install 26KW generator to existing gas	\$22,500.00	\$239.85

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Deneb III LLC Property	2937 South Atlantic Avenue, Unit 1209	10/13	Remove and replace kitchen cabinets and bath vanities	\$16,000.00	\$455.39
Ibrahim Residence	3051 South Atlantic Avenue, Unit 1802	10/14	Remodel master and guest baths, showers, vanities	\$19,500.00	\$212.17
Brown Residence	3845 South Atlantic Avenue, Unit 5	10/14	Install 4 motorized rolldown hurricane shutters	\$21,500.00	\$230.63
Lory Residence	2515 South Atlantic Avenue, Unit 710	10/14	Install 4 motorized rolldown hurricane shutters	\$16,828.00	\$187.52
Confidential Data 3315	3315 South Atlantic Avenue	10/14	Replace 3.5 ton heat pump split system	\$11,893.00	\$142.54
Stover Residence	2937 South Atlantic Avenue, Unit 303	10/15	Remodel kitchen and bathrooms, cabinets, tops	\$31,500.00	\$324.87
Naversen Residence	1925 South Atlantic Avenue, Unit 904	10/15	Install 4 motorized rolldown hurricane shutters	\$17,622.00	\$194.85
Cannon Residence	2847 South Atlantic Avenue	10/15	Install 11 rolldown hurricane shutters, eastside of house	\$78,472.00	\$772.62
Gondera Residence	2979 Sea Oats Circle	10/20	Replace 11 windows	\$15,320.00	\$173.61
Matz Residence	2937 South Atlantic Avenue, Unit 1404	10/20	Replace 2 sliding glass doors	\$17,350.00	\$192.34
Palma Bella Condo	3245 South Atlantic Avenue	10/20	Overlay existing roof with a base sheet and cap sheet	\$346,824.77	\$3,330.70
Chi Ho Residence	2987 South Atlantic Avenue, Unit 1002	10/21	Remodel kitchen and 2 bathrooms, new cabinets	\$47,000.00	\$472.63
Hall Residence	141 Key Colony Court	10/21	Re roof tile roof	\$43,200.00	\$436.40
St. Croix Condo	3145 South Atlantic Avenue	10/22	Replace parking garage fan	\$18,197.00	\$200.15
Melville Residence	2920 South Peninsula Drive	10/22	Wood frame patio roof	\$36,000.00	\$367.77
Oceans Six Condo	2967 South Atlantic Avenue	10/23	Install 2 new Evapco cooling towers, like for like	\$427,000.00	\$4,094.98
Oceans Cloverleaf North	4 Oceans West Boulevard	10/24	Replace 6 hollow metal doors, frames and hardware	\$15,570.00	\$175.92
McNamara/Hopkins Residence	2555 South Atlantic Avenue, Unit 1203	10/24	Remodel kitchen and master bathroom	\$64,000.00	\$634.68
Bolen Residence	156 Key Colony Court	10/24	Tub to shower in hall bath, master shower remodel	\$30,000.00	\$204.98
Bolen Residence	156 Key Colony Court	10/24	Plumbing for bathroom remodels	\$30,000.00	\$137.32
Caribbean Condo	2425 South Atlantic Avenue	10/27	Repair storm damaged beach stairs	\$20,000.00	\$216.79
Goodrich Residence	113 White Cap Avenue	10/27	Install inground swimming pool with pool deck	\$81,660.00	\$803.02
Puckette Residence	129 Key Colony Court	10/28	Re-roof 31 square foot tile roof	\$38,736.00	\$393.86
St. Kitts Condo	2855 South Atlantic Avenue	10/28	Re-roof building, tile and TPO	\$200,000.00	\$1,931.10

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Marbella Condo	3343 South Atlantic Avenue	10/28	Install rooftop doors, 2 single doors, 1 double door	\$15,200.00	\$172.51
Lanphear Residence	3757 South Atlantic Avenue, Unit 1406	10/30	Master bath remodel, tub to shower conversion	\$11,500.00	\$139.00
Hamill Residence	2940 Oceans Trace	10/30	Kitchen remodel, new cabinets and tops	\$13,600.00	157.90
Ramos Residence	2055 South Atlantic Avenue, Unit 1405	10/30	Kitchen and master bathroom remodel	\$50,000.00	\$501.22
Brooks Residence	3807 South Atlantic Avenue, Unit 504	10/31	Install 2 hurricane shutters	\$11,800.00	\$141.70
Emery Residence	2937 South Atlantic Avenue, Unit 1405	10/31	Install 5 hurricane shutters	\$18,439.00	\$202.38
Jones Residence	4 Oceans West Boulevard, Unit 602C	10/31	Change out 4 ton HVAC system	\$14,037.00	\$161.83
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$2,167,891.77	\$21,998.54

Building Division Revenue by Permit Category:

PERMIT TYPE	OCTOBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	OCTOBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
BUILDING	14,179.40	\$14,179.40	\$16,558.19	\$16,558.19
ROOF	\$6,439.78	\$6,439.78	\$841.06	\$841.06
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$3,664.92	\$3,664.92	\$3,486.65	\$3,486.65
MECHANICAL	\$6,710.01	\$6,710.01	\$6,551.93	\$6,551.93
PLUMBING	\$3,079.31	\$3,079.31	\$1,945.01	\$1,945.01
SIGN	\$256.00	\$256.00	\$0.00	\$0.00
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$128.04	\$128.04	\$196.50	\$196.50
DEVELOPMENT FEES	\$50.00	\$50.00	\$440.00	\$440.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$34,507.46	\$34,507.46	\$30,019.34	\$30,019.34

Building Division Activities:

ACTIVITY	OCTOBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	OCTOBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
INSPECTIONS	{340} + [0] = 340	340	{175} + [23] = 198	198
FINAL CERTIFICATES OF OCCUPANCY ISSUED	1	1	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{257} + [0] = 257	257	{145} + [19] = 164	164
FAILED INSPECTIONS	{25} + [0] = 25		{10} + [1] = 11	11

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

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

Projects Begun Current Fiscal Year-to-Date – 2025 to Present: \$2,167,891.77

Projects Begun Last Fiscal Year – 2024 to 2025: \$47,604,112.31

Projects Begun Two Fiscal Years Ago – 2023 to 2024: \$88,785,455.00



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 2, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety Monthly Report October 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. October PS report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR OCTOBER 2025

	Oct-25	25/YTD	Oct-24	24/YTD
<i>Police Related Calls</i>	2,198	24,154	2,718	17,852
<i>Fire Related Calls</i>	90	823	87	703
<i>Rescue Related Calls</i>	71	648	66	956
<i>Fire Related Alarms Sounding</i>	26	232	27	250
<i>Traffic Citations</i>	165	2,128	165	1,757
<i>Written Warnings</i>	79	849	149	1,160
<i>Building Inspections</i>	77	660	64	499
<i>Arrests: Adults</i>	38	302	34	258
<i>Juveniles</i>	0	5	0	4
<i>City Ordinance Charges</i>	1	4	0	4
<i>Florida State Statute Charges</i>	44	355	34	304
<i>Accidents: Total</i>	11	185	25	148
<i>Street/Highway</i>	5	72	19	57
<i>Parking Lot</i>	6	103	6	61

Mark Swanson, Acting Public Safety Director

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-10-01 through 2025-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	469	21.34 %	15.13
TRAFFIC STOP	TS	400	18.20 %	12.90
EXTRA PATROL	EP	270	12.28 %	8.71
PROPERTY CHECK	PRC	241	10.96 %	7.77
SUSP PERSON	SPER	72	3.28 %	2.32
DIRECTED PATROL REQUEST	DPR	63	2.87 %	2.03
TELEPHONE HANDLE	THC	48	2.18 %	1.55
MEDICAL EMERGENCY	MED1	39	1.77 %	1.26
SUSPECT STOP	SS	37	1.68 %	1.19
RADAR	RADAR	32	1.46 %	1.03
SCHOOL ZONE	SZ	30	1.36 %	0.97
FIRE ALARM	ALARMF	27	1.23 %	0.87
INVESTIGATION	INV	26	1.18 %	0.84
SUSP INCIDENT	SINC	26	1.18 %	0.84
TRESPASSERS	TRES	25	1.14 %	0.81
SUSP VEHICLE	SVEH	20	0.91 %	0.65
WALKUP	WALKUP	20	0.91 %	0.65
WELL BEING CHECK	WBC	16	0.73 %	0.52
TEST LE CALL	TEST	15	0.68 %	0.48
TOWED VEHICLE	TOW	14	0.64 %	0.45
FALL - NON EMERGENCY	TRAU3	13	0.59 %	0.42
FOUND PROPERTY	PROPF	13	0.59 %	0.42
MEDICAL NON-EMERG	MED2	12	0.55 %	0.39
THEFT	THEFT	12	0.55 %	0.39
BLS - MED/TRAUMA	BLS3	11	0.50 %	0.35
BUSINESS ALARM	ALARMB	10	0.45 %	0.32
911 CK/OPEN LINE	911CK	9	0.41 %	0.29
SPECIAL DETAIL	SDL	9	0.41 %	0.29
WARRANT	WAR	9	0.41 %	0.29
ANIMAL COMPLAINT	AC	8	0.36 %	0.26
DISTURBANCE	DIST	8	0.36 %	0.26
NARCOTICS	NARC	8	0.36 %	0.26
REPOSSESSED VEH	REPO	7	0.32 %	0.23
TRAFFIC LITE OUT	TLO	7	0.32 %	0.23
TRAUMA EMERGENCY	TRAU1	7	0.32 %	0.23
UNCONSCIOUS	UNC	7	0.32 %	0.23
WALK & TALK	WT	7	0.32 %	0.23
ASSAULT/BATTERY	ABAT	6	0.27 %	0.19
FLAG DOWN	FLAG	6	0.27 %	0.19
MVA	MV	6	0.27 %	0.19
NOISE	NOISE	6	0.27 %	0.19
ZONE ACCOUNTABILITY PATR	ZAP	6	0.27 %	0.19
ATT TO CONTACT	ATC	5	0.23 %	0.16
DOMESTIC DISTURBANCE	DV	5	0.23 %	0.16
ELEVATOR CALL	ELEV	5	0.23 %	0.16
FRAUD	FRAUD	5	0.23 %	0.16

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-10-01 through 2025-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
HIT&RUN MVA	MVHR	5	0.23 %	0.16
BURGLARY ALARM	ALARM	4	0.18 %	0.13
FLEEING DRIVER	FLEE	4	0.18 %	0.13
NE ASST- FIRE REQ	LEO2	4	0.18 %	0.13
ASSIST AGENCY	ASSIST	3	0.14 %	0.10
DEAD PERSON	DEAD	3	0.14 %	0.10
FIGHT	FIGHT	3	0.14 %	0.10
ILLEGAL PARKING	PARK	3	0.14 %	0.10
INFORMATION GIVEN	INFO	3	0.14 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.14 %	0.10
RECKLESS DRIVER	RD	3	0.14 %	0.10
SHOPLIFTING	SHOP1	3	0.14 %	0.10
SOLICITORS	SOL	3	0.14 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.14 %	0.10
ALZHEIMERS	ALZ	2	0.09 %	0.06
ATTEMPTED SUICIDE	ASUI	2	0.09 %	0.06
CITY ORDINANCE VIOLATION	COV	2	0.09 %	0.06
CIVIL SERVICE	CIVILS	2	0.09 %	0.06
DISABLED VEHICLE	DAV	2	0.09 %	0.06
HAZ COND/MAJOR INC	HZMMI	2	0.09 %	0.06
LOST PROPERTY	PROPL	2	0.09 %	0.06
MVA W/ INJURIES	MVI	2	0.09 %	0.06
PRISONER TRANS	PT	2	0.09 %	0.06
STROKE / CVA	CVA	2	0.09 %	0.06
SUICIDAL PERSON	SP	2	0.09 %	0.06
VANDALISM	VAND	2	0.09 %	0.06
WELL BEING CHECK MEDICAL	WBCF	2	0.09 %	0.06
ANIMAL BITE FIRE EMS NE	BITEN	1	0.05 %	0.03
ASSIST	ASST	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
BURG/IN PROG	BURGIP	1	0.05 %	0.03
BURG/RESD	BURGR	1	0.05 %	0.03
CAR JACKING	CJ	1	0.05 %	0.03
CARBREAK	CB	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
CIVIL COMPLAINT	CIVIL	1	0.05 %	0.03
DANGEROUS COND PD	DCPD	1	0.05 %	0.03
DROWNING	DROWN	1	0.05 %	0.03
DRUNK DRIVER	DUI	1	0.05 %	0.03
DRUNK PERSON	IP	1	0.05 %	0.03
ESCORT	ESCORT	1	0.05 %	0.03
HARRASSING CALLS	HCALL	1	0.05 %	0.03
HAZARDOUS COND	HZM	1	0.05 %	0.03
JUVENILE	JUV	1	0.05 %	0.03
LOST CHILD	CHIDL	1	0.05 %	0.03
MEDICAL UNKNOWN	ALARMM	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-10-01 through 2025-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MENTALLY ILL PER	MIP	1	0.05 %	0.03
PANIC ALARM	ALARM	1	0.05 %	0.03
PERSON SHOT	PSHOT	1	0.05 %	0.03
PROWLER	PROW	1	0.05 %	0.03
ROAD OBSTRUCTION	RDOB	1	0.05 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.05 %	0.03
STALKING	STALK	1	0.05 %	0.03
STRUCTURE FIRE	SF	1	0.05 %	0.03
WATER RESCUE	WATER	1	0.05 %	0.03
TOTAL CALLS:		2,198	100.00%	70.90

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	4
HAZARDOUS CONDITIONS	4	24	39
VEHICLE FIRES	0	1	1
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	0	8	11
VEHICLE CRASHES W/ENGINE RESPONSE	2	10	9
SERVICE CALLS	74	542	574
FIRE ALARMS	26	184	267
CANCELLED EN ROUTE	12	101	160
TOTALS	118	870	1066

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	6	37	60	51	48
HOTEL/MOTEL	0	4	27	30	35	34
ASSEMBLY	0	0	7	2	1	0
MERCANTILE	1	1	15	20	35	16
RESTAURANT	1	3	11	10	17	8
BUSINESS	8	6	79	31	90	21
OTHER	28	0	126	3	160	1
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	5	10	40	32	39	30
TOTALS	47	30	342	188	428	158

PLANS EXAMINATION HOURS: 10 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
OCTOBER 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	26	221	415
BLS CALLS	45	378	398
TOTALS	71	599	813



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

TRAINING SEMINARS ATTENDED

Month of October 2025

<i>Norman Medders</i>	<i>10/9-10</i>	<i>Social Media & Open Source-DSC</i>
<i>Enrique Rosario Trevor Raylean Zach Ignoffo</i>	<i>10/13-16</i>	<i>Risk Protection Orders DSC</i>
<i>Anthony Compierchio Peyton Carmin</i>	<i>10/14</i>	<i>Glock Armorer New Smyrna PD</i>
<i>Gary Malphurs</i>	<i>10/21-23</i>	<i>Reflexive Shooting Instructor Volusia Hunt & Gun Club</i>
<i>Whitney Egan Peyton Carmin</i>	<i>10/22-31</i>	<i>General Instructor DSC</i>



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

MONTHLY REPORT FOR OCTOBER 2025

Vehicle Maintenance Division: 2 Positions Assigned: Conducted routine, scheduled maintenance checks and repairs on all city vehicles (includes oil changes and tire exchanges). Additional items were:

Replace insulator assy.	Veh # 183
Repair emergency running lights	Veh # 183
Replace jump box	Veh # 205
Replace switch	Veh # 168
Replace hybrid start stop battery	Veh # 172
Replace fuel line	Veh # Trash pump
Replace wiper blades	Veh # 186



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 2, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: October Executive Summary Report

SYNOPSIS:

October 2025 shows a net loss of \$1,001,000 due to revenues being accrued in the prior year end and the reversing entry removing that revenue: all state revenue for two months, utility tax, and franchise fees for two months. This is normal for the first month of the new year. Expenses were higher than normal due to the previous city manager leaving and paying out accruals based on his contract and the signing of a new lease for Public Safety for body and vehicle cameras and software. This is a 5-year contract that must be accounted for in its entirety due to GASB 87 which is \$1,286,500.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 25-26 Pd 01

EXECUTIVE SUMMARY

Month Ending October, 2025

October, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$628,652	\$1,464,083	(\$835,430)	-133%
General Fund Sub-Total	\$628,652	\$1,464,083	(\$835,430)	-133%
Sewer Fund Operations	\$12,209	\$178,036	(\$165,827)	-1358%
Sewer Fund Restricted Impact Fee	\$10	\$0	\$10	100%
Sewer Fund Sub-Total	\$12,218	\$178,036	(\$165,817)	-1357%
TOTAL ALL FUNDS FISCAL YTD	\$640,871	\$1,642,119	(\$1,001,248)	-156%

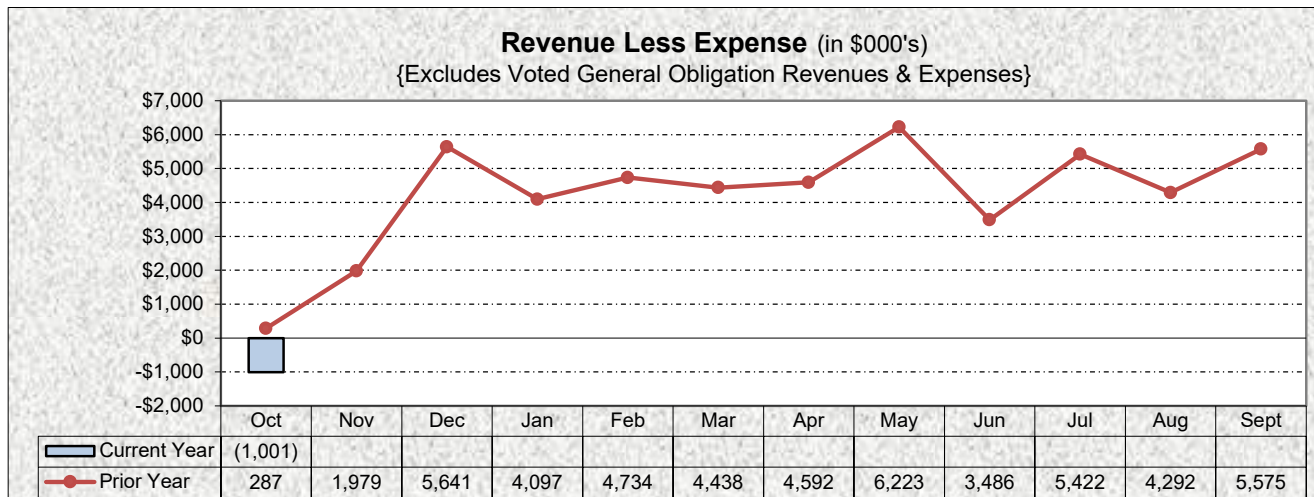
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$23,894,787	\$24,585,735	(\$690,948)	-3%
Sewer Fund	\$12,896,756	\$11,867,258	\$1,029,498	9%
Sub-Total Operating Funds	\$36,791,543	\$36,452,993	\$338,550	1%
TOTAL ALL FUNDS	\$36,791,543	\$36,452,993	\$338,550	1%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$234,607)	\$494,781	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,237,201	\$263,676	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,002,593	\$758,457	\$1,761,051

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

Month Ending October, 2025

NON-G.O. FUNDS	October, 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	\$21,827	\$629	\$1,464	(\$835)	-57%
General Fund Capital	\$1,287		\$0	\$0	
Utility Fund	\$19,203	\$12	\$413	(\$401)	-97%
Utility Fund Capital	\$24,750		\$0	\$0	
Total Revenues & Appropriations	\$67,067	\$641	\$1,877	(\$1,236)	-66%
Expenses ('000s)					
General Fund Less Capital	\$18,387	\$1,458	\$1,458	\$0	0%
General Fund Capital	\$6,013	\$6	\$6	\$0	0%
Utility Fund	\$4,147	\$178	\$322	(\$144)	-45%
Utility Fund Capital	\$24,750		\$0	\$0	
Total Expenses & Appropriations	\$53,297	\$1,642	\$1,786	(\$144)	-8%
Revenue Less Expense ('000s)					
General Fund	(\$1,287)	(\$835)	(\$0)	(\$835)	(\$4,293)
Utility Fund	\$15,057	(\$166)	\$91	(\$257)	-282%
Revenue Less Expense	\$13,770	(\$1,001)	\$91	(\$1,092)	-1203%



General Fund Detail Budget Report

Month Ending October, 2025

	October, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,430,400		-	-	
Business Taxes	98,000	73,461	526	72,935	13865.90%
Utility Taxes	1,070,000	(17,675)	110,662	(128,337)	-115.97%
Permits & Franchise Fees	1,160,500	105,886	111,593	(5,707)	-5.11%
Intergovernmental	2,903,500	(21,410)	52,908	(74,318)	-140.47%
Donations	-	-	-	-	
Charges for Services	2,016,300	339,369	158,935	180,433	113.53%
Fines & Forfeitures	105,000	17,952	-	17,952	
Non-G.O Interest	45,000	6,119	6,258	(139)	-2.22%
Unrealized Investment G/(L)	450,000	25,185	-	25,185	
Miscellaneous & Fixed Asset Sales	78,300	7,515	918,148	(910,633)	-99.18%
Internal Services	1,210,400	92,250	104,858	(12,608)	-12.02%
Non G.O. Transfer In-Fund Balance	3,546,400		-	-	
Non-G.O. Gen. Fund Revenue	\$ 23,113,800	\$ 628,652	\$ 1,463,888	\$ (835,236)	-57.06%
Non-G.O. CAPITAL Revenue	1,286,500			0	
Total Non-G.O. Revenue	24,400,300	628,652	1,463,888	(835,236)	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	203,000	14,545	15,534	(988)	-6.36%
Executive	958,200	167,411	55,272	112,139	202.89%
Finance	774,400	59,107	48,274	10,833	22.44%
Legal Counsel	185,100	-	10,240	(10,240)	-100.00%
Comp. Planning	150,600	9,556	10,695	(1,139)	-10.65%
Information Technology	904,700	188,605	123,406	65,200	52.83%
Other Gov't Services	59,000	-	-	-	
Public Safety Operations	9,082,200	659,091	565,973	93,118	16.45%
Building Dept.	649,900	47,847	44,073	3,773	8.56%
Emergency Mgmt - Hurricanes				-	
Phy. Envir. -- Solid Waste/Recycle	1,671,500	1,500	136,684	(135,185)	-98.90%
Public Works Operations	2,146,500	147,157	121,200	25,957	21.42%
Inventory	-	-	-	-	
Human Resources	240,000	-	-	-	
Parks & Rec	890,400	66,222	29,659	36,563	123.28%
Community Center	629,000	42,919	56,891	(13,972)	-24.56%
Senior Center			-	-	
Economic Development Programs	100,000	1,514	960	554	57.71%
Contingency/Transfers	5,357,600		-	-	
Long-Term Debt	398,200	52,276	50,610	1,666	3.29%
Non-G.O. Operations Expense	24,400,300	1,457,750	1,269,471	188,279	14.83%
Non-G.O. CAPITAL Expense	4,726,500	6,333		6,333	
Total Non-G.O. Expense	29,126,800	1,464,083	1,269,471	194,612	15.33%
Non-G.O. Revenue Less Expense	\$ -	\$ (835,430)	\$ 194,417	\$ (1,029,848)	-529.71%

Utility Fund Detail Budget Report

Month Ending October, 2025

Fund 401			VERSUS PRIOR YEAR TO DATE		
	October, 2025			Vs. Prior Yr.	
	Current Budget	Current YTD Actual	Prior YTD Actual	Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$ 4,400,400		\$273,843	(\$273,843)	-100%
Interest	105,000	12,209	139,366	(127,157)	-91%
Grants	22,591,400			0	
Approp. Ret. Earnings & Debt Proc.	16,578,000			0	
Transfer from Fund Balance	\$ 262,000		0	0	
Total Operating Revenues	\$ 43,936,800	\$12,209	\$413,209	(\$401,000)	-191%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,130,400	\$178,036	\$322,228	\$144,192	45%
- Less Debt Service Principal [a]	16578000		0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	23,228,400		0		
Total Operating Expense	\$ 43,936,800	\$178,036	\$322,228	\$144,192	45%
Operations Margin	\$ -	(\$165,827)	\$90,981		
% Gain/(Loss)		-93%	28%		

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000		\$1,717	(\$1,717)	-100%
Impact Fee Interest	100	10	10	(0)	0%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 10	\$ 1,727	\$ (1,717)	-99%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100			\$ -	
Total Impact Fee Expense	\$ 16,100	\$ -	\$0	\$ -	
Impact Fee Margin	\$ -	\$ 10	\$ 1,727	\$ (1,717)	-99%
% Gain/(Loss)		100%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 43,952,900	\$12,218	\$414,936	(\$402,718)	
TOTAL FUND Expense	\$ 43,952,900	\$178,036	\$322,228	(\$144,192)	
FUND Revenue Less Expense		(\$165,817)	\$92,708	(\$546,910)	

[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 October, 2025

<u>Department</u>	<u>Description</u>	<u>Budgeted*</u>	<u>Paid</u>
60645 Lease	Lease	1,286,500	-
30100 GF Improvements	Improvements	82,500	6,333
30200 GF Vehicles/Equipment	Equipment/Vehicles	-	
30500 PS Vehicles/Equipment	Equipment/Vehicles	585,000	
30800 GF Transportation	Improvements	90,000	
31700 GF Facility Renew/Replace	Building, Land, Improvements	3,505,000	
32200 GF Leisure Capital	Improvements, Machinery	464,000	
601 Forfeiture	Machinery/Equipment		
GENERAL FUND TOTAL		6,013,000	6,333
40800 SWR Equipment	Equipment	375,000	132,660
40900 SWR Improvements	Improvements	24,374,700	3
	Capital Offset to Depreciation Exp	(24,749,700)	(132,663)
GRAND TOTAL		6,013,000	6,333

INVESTMENT REPORT
Month Ending October, 2025

Policy Restrictions

Investment	October, 2025	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	71.0%	Yes
Cash & CDs	CASH			None	29.0%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligts.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 633	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 633	4.48%	0%
TOTAL SBA						\$ 1,267		0.0%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	\$ 1,863,985	1.88%	5%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	General Fund	\$ 2,177,142	3.61%	6%
U.S. Treasury Bill	912797NL7	11/29/2024	Investment	USGS	General Fund	\$ 5,929,047	2.77%	16%
U.S. Treasury Bill	912797RM1	11/4/2025	Investment	USGS	General Fund	\$ 4,018,573	0.63%	11%
U.S. Treasury Bill	91279RK5	1/29/2026	Investment	USGS	General Fund	\$ 4,016,470	2.27%	11%
U.S. Treasury Bill	912797NL7	11/28/2028	Investment	USGS	General Fund	\$ 1,865,979	0.20%	5%
U.S. Treasury Bill	912797NL7	11/28/2025	Investment	USGS	Sewer Fund	\$ 1,680,478	3.67%	5%
U.S. Treasury Bill	912797QD2	11/28/2025	Investment	USGS	Sewer Fund	\$ 2,863,814	3.63%	8%
U.S. Treasury Bill	912797RM1	4/16/2026	Investment	USGS	Sewer Fund	\$ 1,721,817	0.63%	5%
TOTAL US TREASURIES						\$ 26,137,305		71.0%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 5,735,909	0.75%	16%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,843,627	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,937	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 2,892,500	0.75%	8%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,707	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,956	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 10,652,972		29.0%

TOTAL CURRENT VALUE @ PERIOD END	\$36,791,543
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.6272%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
General Fund (excl. G.O. Funds)	\$ 23,894,787	\$ 25,268,370	\$ 26,928,469	\$ 24,129,394
Sewer Fund	\$ 12,896,756	\$ 12,846,133	\$ 11,746,176	\$ 12,401,975
TOTAL	\$ 36,791,543	\$ 38,114,503	\$ 38,674,645	\$ 36,531,369
Percent Change for Current	N/A	-3.5%	-4.9%	0.7%

Month Ending October, 2025
October, 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)		4.29%	\$ 633		\$27
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 5,735,909		\$43,019
	<i>Includes Contraband Pool Cash</i>			\$ 45,552		\$0
	<i>Includes Economic Development Cash</i>			\$ 531,357		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 1,613,477		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,690,988)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,956	0.15%	\$ 36,956	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$2,892,500	0.75%	\$ 2,892,500	-	\$21,694
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (1,195,775)		\$0
	CD (5936)	\$110,336	1.85%	\$ 110,336	\$0	\$2,041
JP Morgan	US Treasury Securities	\$17,807,844	2.18%	\$ 18,005,216	\$197,372	\$388,664
ALL GENERAL FUND			2.41%	\$ 23,894,787	\$197,372	\$455,501
PRIOR MONTH				\$ 25,268,370		

SEWER OPERATING						
SBA	Investment (032)	\$633	4.29%	\$ 633	\$0	\$27
BoA	Sewer Operating Fund (4319)	\$1,843,627	0.75%	\$ 1,843,627		\$13,827
Seacoast	Cash (4966)	\$22,707	0.15%	\$ 22,707	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 2,813,215		\$0
JP Morgan	US Treasury Securities	\$8,010,854	2.20%	\$ 8,132,088	\$121,234	\$175,956
ALL SEWER OPERATING FUND			3.15%	\$ 12,812,271	\$121,234	\$189,844
PRIOR MONTH				\$ 12,761,658		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 10,937		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 73,548		\$0
ALL SEWER IMPACT			0.10%	\$ 84,485	\$0	\$82
PRIOR MONTH				\$ 84,475		

ALL FUNDS			1.75%	\$ 36,791,543	\$318,607	\$645,427
PRIOR MONTH				\$ 38,114,503		
MONTHLY CHANGE				\$ (1,322,960)		
MONTHLY CHANGE %				-3.5%		

Month Ending October, 2025
October, 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 (1-month)	912797NL7	10/28/25	11/28/25	\$ 1,869,000		\$ 1,863,294	1.88%	\$ 1,863,985	\$ 691		\$ 5,706
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	3.61%	\$ 2,177,142	\$ 76,098		\$ 81,956
J.P.Morgan	US Treasury Bill (1-month)	912797RM1	10/07/25	11/04/25	\$ 4,019,000		\$ 4,006,646	0.63%	\$ 4,018,573	\$ 11,927		\$ 12,354
J.P.Morgan	US Treasury Bill (3-month)	91279RK5	10/30/25	01/29/26	\$ 4,053,000		\$ 4,015,687	2.27%	\$ 4,016,470	\$ 782		\$ 37,313
J.P.Morgan	US Treasury Bill (6-month)	912797NL7	05/29/25	11/28/25	\$ 5,945,000		\$ 5,821,172	2.77%	\$ 5,929,047	\$ 107,875		\$ 123,828
ALL GENERAL FUND					\$ 18,069,000		\$ 17,807,844		\$ 18,005,216	\$ 197,372	\$ -	\$ 261,156
PRIOR MONTH									\$ 18,937,441	2.18%		

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	3.67%	\$ 1,680,478	\$ 60,719		\$ 65,240
J.P.Morgan	US Treasury Bill (1-month)	912797NL7	10/28/25	11/28/28	\$ 1,871,000		\$ 1,865,288	0.20%	\$ 1,865,979	\$ 692		\$ 5,712
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	\$ 2,913,000		\$ 2,809,099	3.63%	\$ 2,863,814	\$ 54,714		\$ 103,901
J.P.Morgan	US Treasury Bill (1-month)	912797RM1	10/07/25	11/04/25	\$ 1,722,000		\$ 1,716,707	0.63%	\$ 1,721,817	\$ 5,110		\$ 5,293
ALL SEWER OPERATING FUND					\$ 8,191,000		\$ 8,010,854		\$ 8,132,088	\$ 121,234		\$ 180,146
PRIOR MONTH									\$ 9,101,595	2.20%		

ALL FUNDS					\$ 26,260,000		\$ 25,818,698		\$ 26,137,305	\$ 318,607	2.19%	
PRIOR MONTH									\$ 28,039,035			
MONTHLY CHANGE									\$ (1,901,731)			
MONTHLY CHANGE %									-6.8%			



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 2, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Mark Swanson, LT
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Purchase of approved mobile radios

SYNOPSIS:

This item is for the purchase of 5 mobile radios which was approved by the commission in the FY 25/26 budget. The total purchase is \$323.50 higher than budgeted amount.

FISCAL IMPACT STATEMENT:

BACKGROUND:

This purchase is for 5 mobile radios. The purchase is \$323.50 higher than budgeted amount.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval

SUGGESTED MOTION:

I move we approve the items as presented on consent

ATTACHMENT: 1. mobile radios



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page 1 of 2
Quotation ID QO0040902
Date 10/30/2025
Expiration date 11/28/2025
Terms N30
Requested By Ron Eubanks
Salesperson Levi Larimore
Phone (386) 947-9999
E-mail llarimore@ask4ci.com

Bill to

Daytona Beach Shores Public Safety
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

Delivery address

Daytona Beach Shores Public Safety
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

Daytona Beach Shores Public Safety
Installation not quoteed per customer request.

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	5.00	3,815.00	28%	2,746.80	13,734.00
XT-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL185M	5.00	275.00	0%	275.00	1,375.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	5.00	0.01	0%	0.01	0.05
XT-PL4F	FEATURE, PHASE 2 TDMA	5.00	275.00	28%	198.00	990.00
XT-PL5K	FEATURE P25 OTAP PROFILE	5.00	395.00	28%	284.40	1,422.00
XT-PL5L	FEATURE, OTAR	5.00	700.00	28%	504.00	2,520.00
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	5.00	785.00	28%	565.20	2,826.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	5.00	0.01	0%	0.01	0.05
XT-PKGPT	FEATURE PACKAGE, P25 TRUNKING	5.00	1,800.00	28%	1,296.00	6,480.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	5.00	495.00	28%	356.40	1,782.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	5.00	150.00	28%	108.00	540.00
XT-AN8D	ANTENNA, ELEMENT, 700/800 3DB	5.00	108.00	28%	77.76	388.80
XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	5.00	96.00	28%	69.12	345.60
XT-CP6A	CONTROL UNIT, XL-CH	5.00	1,850.00	28%	1,332.00	6,660.00



Quotation

Page 2 of 2
Quotation ID QO0040902
Date 10/30/2025
Expiration date 11/28/2025

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	Programming	5.00	34.00	0%	34.00	170.00
	Shipping	1.00	90.00	0%	90.00	90.00

Order Acceptance - Please sign below

Pre-tax Total \$39,323.50

Signature _____

Printed name _____

Date _____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

The prices set forth in this quotation are based on Ci's supplier pricing and the laws and regulations in effect as of the date of this quotation and Ci expressly reserves the right to change its pricing if Ci's supplier pricing is increased or there occurs a Force Majeure event or circumstance (as that term is defined in the attached terms and conditions governing this quotation).



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Fowler, Public Safety Director

PREPARED BY: Madie McCallister, Community Information Coordinator

SUBJECT: Approval of Internal Operating Policies: Pelican Newsletter Content, LED Sign Content

SYNOPSIS:

The City of Daytona Beach Shores has submitted proposed policies to ensure consistent branding, tone, and uniform messaging across all platforms, reinforcing the City's guiding values of "Service above self" and "Life is better here."

FISCAL IMPACT STATEMENT:

None

BACKGROUND:

The City of Daytona Beach Shores recognizes the importance of presenting a unified identity across all communication channels. To achieve this, staff has developed the proposed policies that establish clear guidelines for branding, tone, and messaging consistency. These efforts are designed to strengthen community trust and highlight the City's core values of "Service above self" and "Life is better here."

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of policies addressed in this item.

SUGGESTED MOTION:

"I move to accept these policies as outlined in this item."

ATTACHMENT:

1. LED Sign Content Creation & Management _ DRAFT _ SOP
2. Pelican Newsletter Content _ DRAFT _ SOP



CITY OF DAYTONA BEACH SHORES

LED Sign Content Creation and Management

Version: 1.0

Date: November 20, 2025

Effective: November 20, 2025

Applies to: All employees within the City of Daytona Beach Shores who are authorized to access or operate the LED WatchFire Sign(s).

I. Purpose:

This Standard Operating Procedure (SOP) outlines the standardized process for creating, uploading, scheduling, and managing digital content displayed on the City of Daytona Beach Shores's LED sign. The goal is to ensure consistency, accuracy, and alignment with City-approved communication priorities.

II. Scope:

This procedure applies to all staff responsible for the preparation, management, and publishing of LED sign content for the City of Daytona Beach Shores.

III. Approved Content Categories:

- Public City Meetings (e.g., Commission Meetings, Budget Workshops, Planning & Zoning Meetings, etc.)
- Rotating Commission Welcome Message
- City Website / App Advertisements
- Upcoming City-Hosted Events / Programs
- Upcoming City-Sponsored Events / Programs
- City Seal Display (including date, time, and temperature)
- Emergency Notifications and Messaging

IV. Procedure

Prepare the Slide in Canva

- Access the shared LED Sign Templates in Canva.
- Open the appropriate template — all are pre-sized to 240x90px.
- Update the date and time to match the upcoming meeting or event.
- Maintain the general format and layout for brand consistency.

Note: Templates are pre-approved for City branding; avoid altering colors, fonts, or design layout.

Download the Image

- In Canva, navigate to File → Download → PNG.
- Under Select pages, choose Current page only.
- Confirm the dimensions are 240x90px (default).
- Click Download to save the file.

Reminder: Do not adjust the file size.



CITY OF DAYTONA BEACH SHORES

LED Sign Content Creation and Management

IV. Procedure *(continued)*

Upload to WatchFire

- Log in to the WatchFire portal.
- Select Create/Upload → Upload Content.
- Drag and drop your downloaded PNG file.
- Choose Upload without modification.
- Once complete, close the upload window.

Add to Playlist

- Navigate to Schedule → Playlists → View All.
- Open the Active Playlist (currently displayed content).
- Locate your new upload in the content list on the left panel.
- Drag and drop the new slide into the playlist.
- Reorder slides by dragging them into the preferred sequence.

Adjust Duration

- The default display duration is 5 seconds.
- To extend display time: Click the gray time box beside the slide and enter a new duration (recommended: 12 seconds).

Save and Publish

- Click Save at the top of the screen.
- A notification icon will appear; click it and select Publish All Updates.
- The new content will immediately update and display on the LED sign.

7. Set Activation or Expiration (Optional Automation)

- To automate the timing of specific slides:
- Click the three dots next to the slide's time box.
- Select Customize Rules.
- Set Activate After (when the slide should begin displaying).
- Set Expires After (when the slide should stop displaying).

Example: For a Commission Meeting Notice:

1. Set "Expires After" to 7:00 p.m. on the meeting night.
2. Upload the next meeting slide in advance, setting "Activate After" to 7:05 p.m. that same night.
3. The current slide will automatically deactivate, and the new slide will activate in sequence.

V. Quality and Compliance

Uniformity: All slides must maintain consistent branding and visual style.

Accuracy: Verify dates, times, and event details before publishing.

Commission Compliance: Only approved categories listed above may be used.

Review: Slides are subject to periodic review for accuracy and design compliance.



CITY OF DAYTONA BEACH SHORES

PELICAN Newsletter Content

Version: 1.0

Date: November 20, 2025

Effective: November 20, 2025

Applies to: All content submitted for the City of Daytona Beach Shores newsletter (*PELICAN*) to include submissions from City departments, officials, staff, volunteers, and external partners.

I. Purpose:

The purpose of this policy is to ensure that all content published in the City's newsletter supports our mission, reflects our values, and provides residents with clear, accurate, and relevant information. This policy establishes guidelines for what may and may not be included, while allowing flexibility for departments to share important updates.

II. Scope:

This policy applies to all staff responsible for the preparation, management, and publishing of all newsletter content for the City of Daytona Beach Shores.

III. Approved Content Categories:

Content included in the quarterly newsletter must be directly related to official City business or City-sponsored/supported initiatives. The following categories are permitted:

City Programs, Services, and Projects

- Updates on ongoing or upcoming City projects
- Information on City services or improvements
- Program highlights from City departments

City-Sponsored/Supported Events and Activities

- Announcements, recaps, and photos from City-sponsored events
- Promotion of community events that the City organizes, funds, or co-hosts

Public Safety, Emergency, and Preparedness Information

- Alerts, safety reminders, seasonal guidance
- Information from Police, Fire, EMS, Code, or Emergency Management

Official City Communications

- Messages from the Mayor or City Commission, City Manager or Department Head
- Information on public meetings, workshops, or public hearings
- Policy updates, ordinances, or administrative initiatives

Recognitions and Achievements

- Employee recognitions, service milestones, or awards
- Community acknowledgments tied to City partnerships or programs
- Community Recognition Programs to include: Resident 50th Wedding Anniversaries, Resident 100 Year Milestone Birthdays, Resident Life Saving Awards



CITY OF DAYTONA BEACH SHORES

PELICAN Newsletter Content

IV. Prohibited Content

To maintain the newsletter's integrity and neutrality, the following are prohibited from being included:

Non-City or Unaffiliated Content

- Events, fundraisers, or announcements not sponsored or endorsed by the City
- Information from private businesses, HOAs, nonprofits, or community groups unless the City is an official partner

Political Content

- Campaign information, endorsements, or political advocacy of any kind
- Content that promotes or opposes candidates, ballot measures, or political causes

(Allowed: factual information on City elections, voting logistics, or charter-mandated items)

Advertising or Promotions of privately owned for-profit businesses and individuals

- Commercial advertisements or promotions for private goods, services, or businesses
- Sponsored content or paid placements

Personal Submissions

- Classifieds, personal messages, celebrations, or opinion pieces
- Resident-submitted content that is not connected to City business

V. Content Review Process:

All submissions must be made through the Community Information Coordinator for review. The CIC may edit for clarity, accuracy, tone, and format while retaining the original intent. Final approval authority rests with the City Manager or their designee.

VI. Tone and Style Expectations:

To ensure a consistent voice across all departments:

- Content should reflect a professional, welcoming, and community-focused tone.
- Messaging should align with City values, including Service Above Self and Life Is Better Here.
- Photos must meet basic quality standards and depict City-related activities or programs

VII. Exemptions

Any exemption to this policy must receive prior written approval from the City Manager.



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Award of Public Safety HVAC Design Request For Proposal (RFP 2025-10-01) & Authorization of City Manager to negotiate contract with Salas O'Brien Florida, Inc.

SYNOPSIS:

On October 17, 2025, the City posted a Request For Qualifications (RFQ) to perform design, bidding, construction inspection and other engineering services for the replacement of the Public Safety HVAC System (RFQ 2025-10-01). The purpose of the RFQ was to receive proposals from qualified firms for the aforementioned engineering services.

The City received submissions from the following firms:

1. C&S Engineers, Inc.
2. Graef-USA, Inc.
3. Salas O'Brien Florida, Inc.
4. SGM Engineering, Inc.
5. TLC Engineering Solutions, Inc.
6. Tristar Engineering Group, Inc.

The RFQ selection committee met on November 26, 2025, to evaluate the submissions and hereby provides its recommendation to the City Commission as seen below. The detailed selection committee findings and recommendations are attached. If approved, the recommended firm, Salas O'Brien Florida Inc., will be engaged through a contract, negotiated by the City Manager, subject to City Commission approval.

FISCAL IMPACT STATEMENT:

This repair has been budgeted for in the Capital Improvement Plan for FY 25-26 and FY 26-27: Phase I and Phase II.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

- 1) Approval of Salas O'Brien Florida, Inc. as the firm to perform design and other engineering services for the replacement of the Public Safety HVAC System (RFQ2025-10-01).
- 2) Approval to authorize the City Manager to enter into contract negotiations with Salas O'Brien Florida, Inc. to perform design and other engineering services for the replacement of the Public Safety HVAC System (RFQ2025-10-01).

SUGGESTED MOTION:

- 1) Approval of Salas O'Brien Florida, Inc. as the firm to perform design and other engineering services for the replacement of the Public Safety HVAC System (RFQ2025-10-01).
- 2) Approval to authorize the City Manager to enter into contract negotiations with Salas O'Brien Florida, Inc. to perform design and other engineering services for the replacement of the Public Safety HVAC System (RFQ2025-10-01).

- ATTACHMENT:**
1. Public Safety HVAC Design RFQ-2025-10-01
 2. RFQ2025-10-01 Selection Committee Findings and Recommendation-11-26-25



Proposal Due Date
Monday, November 17, 2025

Proposal Due Time
2:00 p.m. EST

Project Contact
Cheri Schwab, City Clerk
E-mail: cschwab@cityofdbss.org

RFQ No. 2025-10-01

Mechanical Engineering Design, Bid & Inspection Services for the Replacement of the City of Daytona Beach Shores, Florida, Public Safety Department HVAC System

Proposals shall only be accepted **until 2:00 p.m. on Monday, November 17, 2025**. Proposals received after this deadline **shall not** be accepted. Please see section 4.0, Proposal Requirements for additional information on how to submit your proposal.

1.0 PURPOSE & OVERVIEW

The purpose of this request for qualifications (RFQ) is to select the most qualified firm to provide the requested services contained herein. It is anticipated that one (1) firm will be awarded a basic contract to provide the necessary services. The scope of services is intended to provide for the mechanical and ancillary design services for the replacement of the existing Daytona Beach Shores Public Safety HVAC system. Services under the contract with the City may include any or all of the items listed under Scope of this RFQ, or services not specifically mentioned, but related to the mechanical engineering discipline and within the definition of “engineering” set forth at Section 471.005 (7), *Florida Statutes*.

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the **Consultants’ Competitive Negotiation Act (CCNA)**.

2.0 BACKGROUND, PROJECT DESCRIPTION, AND SCOPE OF SERVICE

2.1 BACKGROUND AND PROJECT DESCRIPTION: The City of Daytona Beach Shores is seeking qualifications of a professional consultant to provide services for the design, bid and inspection of the Public Safety Department HVAC replacement system pursuant to Phase 1 of the Salas O’Brien Public Safety Building HVAC Assessment (**Exhibit A**).

Design shall comply with all applicable jurisdictional agency requirements including, but not limited to U.S. Department of Transportation (DOT), City of Daytona Beach Shores, Florida Department of Environmental Protection (FDEP), Army Corp of Engineers (ACOE), St. Johns Water Management District (SJWMD), and any other applicable agency.

2.2 SCOPE OF SERVICE:

- A. Provide full design/construction/bid plans, pursuant to Phase 1 of the Salas O'Brien Public Safety Building HVAC Assessment (**Exhibit A**), that will serve as the basis for bidding and subsequent construction by a mechanical contractor.
- B. Work side-by-side with City and City's mechanical contractor.
- C. Review of mechanical contractor submittals.
- D. Prepare value engineering drawings at no additional cost to the City, if needed.
- E. Provide bidding assistance.
- F. Provide construction inspection services.

2.3 QUALIFICATIONS/CERTIFICATIONS: Provide copies of the required qualifications and/or certification indicated below:

- The certificate of authorization for both the prime and all sub-consultants shall be current and active at the time of the submittal and throughout the duration of an awarded contract.
- Respondent project manager shall have a State of Florida registered mechanical engineering license.
- Respondent/prime consultant's certificate of authorization from the State of Florida Department of Business and Professional Regulation shall be required to provide mechanical engineering services.
- If in addition to mechanical engineering services, respondent/prime consultant proposes to provide other in-house professional services, a copy of respondent/prime consultant's certificate of authorization or license from the State of Florida Department of Business and Professional Regulation shall be required to provide the professional services proposed.

2.4 EVALUATION METHOD: The City will appoint a selection committee consisting of department staff to evaluate the proposals and provide a recommendation to the City Commission for approval. The City will be the sole judge of its own best interests, the proposals, and the resulting contract. The City's decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all the information gathered. The City may require a short-list of firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance with the CCNA process. Although, each selection committee member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement analyst prior to the recommendation of award from the committee.

2.5 EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

A. Qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff necessary to perform the scope of this RFQ.
- Experience with design, bids and inspections of HVAC replacement systems and the scope of this RFQ.
- Credentials, qualifications, and years' experience of the staff for both the prime and sub-consultants and key personnel as presented by resumes, education, and training.
- Overall project approach to support the needs and objectives of the project.
- Quality of performance for previous contracts and/or services.
- Sufficiency of resources and ability of the firm to perform the contract or provide the services; Litigation.

Note: The City reserves the right to evaluate, prior to making an award, current financial statements and data from the applicants, the ability to comply with required schedule, past record of integrity and record of performance.

B. ASSESSMENT: The committee will evaluate each proposal against the requirements of the solicitation using the following:

- | | |
|---------------------------|---|
| Strengths: | Those areas in which the proposal exceeds the City's requirements. |
| Weaknesses: | Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract. |
| Risk/Deficiencies: | Those areas where the proposal fails to meet the City's requirements. |

2.6 QUESTIONS/EXCEPTIONS: It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, and terms and conditions. Questions and exceptions concerning any section of this solicitation and Contract (see Exhibit B) shall be submitted to: Cheri Schwab, City Clerk, at Email: cschwab@cityofdbs.org

Questions and exceptions shall be submitted and received no later than ten (10) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the City and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived.

If it becomes necessary for the City to revise or clarify any part of this RFQ the solicitation will be updated on the DemandStar platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Respondent's responsibility to check the DemandStar website for any posted answers, and/or solicitation changes at <https://network.demandstar.com> or on the city's website under Government bids/quotes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RFQ before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

Answers posted by the City, and/or changes made to the solicitation shall become a material part of this solicitation.

3.0 GENERAL TERMS & CONDITIONS

3.1 **Definitions:** As used in this RFQ, the following terms shall have the meanings set forth below:

Construction Administration Services: Means all labor, services, and materials provided by a construction administrator to ensure the project is constructed according to the design, budget and on schedule.

Construction Services: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.

Consultant: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the City.

Consultant's services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have pre-requisite knowledge or special abilities not generally available in the government.

Contract: The document resulting from this solicitation between the City and the awarded Respondent, including this RFQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the City to provide the product and/or services set forth herein.

City Clerk: The City Clerk or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the City Clerk.

City: Shall mean the City of Daytona Beach Shores (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status.

City's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the City and will be designated after the award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Community Services Department Director for the City of Daytona Beach Shores.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to

determine if the Consultant is highly qualified.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the City for the provision of the services requested in the RFQ.

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 PROPOSED SCHEDULE:

10/17/25	Release date for Request For Qualification
11/07/25	Final date to receive written questions
11/17/25	Closing Date
TBD	Tentative date for the Evaluation Committee Meeting
TBD	Tentative date for Presentations by the Short-listed Firms, if needed
TBD	Tentative date for City Commission approval of award
TBD	Tentative date for City Commission approval of contract and fee

3.3 **E-Verify.** The Consultant covenants and agrees to the following provisions, as required by law:

- 3.3.1** If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 3.3.2** Consultant and any of Consultant's Sub-Consultants shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's Sub-Consultants) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- 3.3.3** In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the Sub-Consultant agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Consultant shall provide a copy of such affidavit to the City before the Sub-Consultant begins any work associated with the Agreement. If the City has a good faith belief that a sub-Consultant knowingly violated the requirements set forth in this Section 3.3 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section 3.3 and applicable law, the City shall promptly notify Consultant and order Consultant to immediately terminate its contract with the Sub-Consultant. Failure to comply with said order shall constitute a material breach of this Agreement.
- 3.3.4** If the City has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section 3.3; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Consultants to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the City from any resulting costs or

expenses, including fines or penalties levied by a government agency and the City's loss or repayment of grant funds; (iii) the City may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement. Consultant acknowledges and understands that if the City terminates this Agreement in accordance with this Section 3.3, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

3.4 PUBLIC PROPOSAL OPENING:

- A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the City Clerk during regular business hours to inspect responses and the completed tabulation. The foregoing notwithstanding, if, prior to the City's making responses available for inspection, the City rejects all responses and concurrently provides notice of the City's intent to reissue the solicitation, then the City may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)(3), Florida Statutes, to the extent such section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City Clerk at 386-763-5364 for assistance, at least two (2) business days before any meeting date.

3.5 PUBLIC RECORDS LAW: Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Consultant with this statement:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 386-763-5364, cschwab@cityofdbbs.org, by mail at 2990 S. Atlantic Ave., Daytona Beach Shores, FL 32118.

- 3.5.1** By entering into this Contract, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into a contract for services with the City is required to:
- A. Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
 - B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not

transfer the records to the City.

- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If Consultant receives any such request, Consultant shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the Contractor of such request, and the Consultant must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.
- F. Consultant acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- G. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

3.5.2 Consultant shall indemnify, defend, and hold the City harmless from and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Consultant authorizes City to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia City on an expedited basis to enforce the requirements of this section.

3.6 **WAIVER:** The City of Daytona Beach Shores reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the City.

3.7 **AWARD:** The City reserves the right to award the contract to the respondent(s) that the City deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. In addition, the City has the sole discretion and reserves the right to cancel this RFQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejecting/rebidding when responses exceed budget and the City must change the solicitation to lower costs. The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest.

3.8 **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of

the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the City and all its officers, agents, servants, or employees against any liability or claim made against the City arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The City shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and
- The City shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

3.9 INSURANCE REQUIREMENTS: The Consultant shall purchase and maintain at its own expense, during the term of this Contract the following:

3.9.1 Professional liability insurance: \$1,000,000 per claim; \$2,000,000 cumulative.

3.10 INDEMNIFICATION, LIMITATION OF LIABILITY AND REMEDIES:

3.10.1 The Contractor shall indemnify and hold harmless the City, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, and volunteers, and any party with whom the City has agreed by contract to provide additional insured status from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations under this Contract.

3.10.2 In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, sub-consultant or Sub-subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.10.3 Confidential Information and/or Trade Secret do not include the following:

3.10.3.1 Information already known or independently developed the party in possession; or

3.10.3.2 Information in the public domain through no wrongful act of the party in possession; or

3.10.3.3 Information received by the party in possession from a third party who was free to disclose it; or

3.10.3.4 Information regularly disclosed to third parties without restriction on disclosure; or

3.10.3.5 Information required to be disclosed by law or an order of a court of competent jurisdiction.

3.10.4 Confidential Information and Infringement. If Consultant is licensing, or developing software (including derivative works) for use by the City, Consultant grants City a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Contract. Said license includes software owned by Consultant which is furnished under a Contract, for City's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).

3.10.5 If Consultant is licensing, providing or developing software, including derivative works for use by the City, Consultant agrees to protect and indemnify and hold harmless the City, its agents, elected officials and employees of the City from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to City or provided by Consultant for use thereof by the City, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

3.10.5.1 In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that City can continually use the software which Consultant has directly licensed to City or provided for use thereof by the City in substantially the same manner delivered or subsequently enhanced or modified by:

3.10.5.2 Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or

3.10.5.3 Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing City's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or

3.10.5.4 Promptly procure the right for the City to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

3.10.5.5 Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.

3.10.6 In the event that Consultant does not enable the City to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Consultant shall be in material default of a Contract and subject to Termination.

3.10.7 If Consultant is granting a license or develops software for the City under this Contract, it hereby warrants and represents that:

3.10.7.1 Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant City a perpetual license; and

- 3.10.7.2** No portion of any licenses or right granted to the City to use Consultant's software pursuant to the terms of the applicable software license contract of Consultant for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.
- 3.10.8** Payment of Consultant's sub-consultants or Sub-subconsultants. Consultant shall save and hold the City harmless from any and all claims or actions by Consultant's sub-consultants or Sub-subconsultants for payment of monies such sub-consultant or Sub-subconsultant claims to be owed by Consultant for Work performed under a Contract.
- 3.10.9** Nothing in a Contract shall create any obligation on the part of the City to pay directly to any sub-consultants or Sub-subconsultants of Consultant any monies due to such sub-consultant or Sub-subconsultant or claims of a sub-consultant or Sub-subconsultants for amounts owed by Consultant to sub-consultant or Sub-subconsultant for Work performed under a Contract.
- 3.10.10** Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 3.10.11** If Consultant should become entitled to claim damages against the City for breach of contract arising from a Contract, City will be liable only for the amount of Consultant's actual direct damages up to the amount of a Contract that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of a Contract.

3.11 CONCERNING SUB-CONSULTANTS AND SUB-SUBCONSULTANTS:

- 3.11.1** Consultant shall not employ any sub-consultant, or Sub-subconsultant other person or organization of against whom the City may have reasonable objection, nor shall Consultant be required to employ any sub-consultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any sub-consultant or Sub-subconsultant who has been accepted by the City without the City's approval.
- 3.11.2** City's disapproval or requirement of removal or replacement of Consultant's employee or sub-consultant or Sub-subconsultant shall be deemed for lawful reasons if in City's reasonable judgment, such Consultant's employee or sub-consultant or Sub-subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with a Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.
- 3.11.3** Consultant shall be fully responsible for all negligent acts and omissions of its sub-consultant or Sub-subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract

Documents shall create any contractual relationship between any sub-consultant or Sub-subconsultant and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any sub-consultant or Sub-subconsultant, except as may otherwise be required by law. City may furnish to any sub-consultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.

- 3.11.4 Consultant agrees to bind specifically every sub-consultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of a Contract for the benefit of the City.
- 3.11.5 The Consultant shall require all sub-consultants or Sub-subconsultants or outside associates employed in connection with the performance of a Contract to comply fully with the terms and conditions of a Contract between the City and the Consultant.
- 3.11.6 Any sub-consultants or Sub-subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for the Project assigned under a Contract. Any substitution of such, sub-consultants, Sub-subconsultants or associates will be subject to the prior written approval of the City Project Manager.

3.12 AUTHORIZATION FOR SERVICES:

- 3.12.1 No Guarantee to Perform Projects. The City makes no covenant or promise as to the number of available Projects nor that the Consultant will perform any Project for the City during the life of a continuing services contract. The City reserves the right to contract with other parties for the services contemplated by a Contract as determined in the City's sole and absolute discretion.
- 3.12.2 A continuing services contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the City to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under a continuing services contract shall be in the form of written Task Assignments issued and executed by the City and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
- 3.12.3 Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Contract or Task Assignment as required as a licensed professional or under Florida law; otherwise, the City Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the City Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its sub-consultants or Sub-subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

3.13 TERMINATION:

- 3.13.1 The performance of Work or Services under a Contract may be terminated by the City in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Consultant

of a Notice of Termination specifying the extent to which performance of work under a Contract is terminated, and the subsequent date upon which such termination becomes effective.

- 3.13.2** City may terminate a Contract in whole or part for convenience at will or for non- appropriation of funds by City. Upon receipt of such notification, Consultant shall inform City of the extent to which performance is completed and unless notified in writing by the City otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by City, Consultant shall deliver to City any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the City terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in a Contract, the City may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.
- 3.13.3** After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the City, the Consultant shall:
- 3.13.3.1** Stop work under a Contract on the date and to the extent specified in the Notice of Termination.
 - 3.13.3.2** Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under a Contract, as it is not terminated.
 - 3.13.3.3** Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
 - 3.13.3.4** Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 3.13.3.5** With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of a termination under the Article. In addition, Consultant shall transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City:
 - 3.13.3.5.1** The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
 - 3.13.3.5.2** The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the City.
- 3.13.4** Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 3.13.5** After receipt of a Notice of Termination, the Consultant shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be

submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the City, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.

- 3.13.6** Subject to the provisions of set forth above, the Consultant and the City may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly, and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the City to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.
- 3.13.7** In the event of the failure of the Consultant and the City to agree as provided above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, the City shall pay to the Consultant the amounts determined by the City as follows, but without duplication of any amounts already agreed upon by the parties.
- 3.13.7.1** For completed Work or Services accepted by the City, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
- 3.13.7.1.1** Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:
- 3.13.7.1.1.1** The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under hereof;
- 3.13.7.1.1.2** The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by sub-consultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,
- 3.13.8** A Contract may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the City's City Clerk. In the event the Consultant breaches any of the terms and conditions of a Contract and after receipt of notice from the City of said breach and

time to cure the same the Consultant fails to cure the breach, the City may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the City for any increased cost of the Project reasonably incurred by the City in the process of completing the Consultant's unfinished Work and Services. As such, City may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the City for taking over such Work or Services.

- 3.13.9** In the event that there is a partial termination of a Contract by the City or Consultant because of non-appropriation by City, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the City prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. City's obligation to pay Consultant under a Contract is limited to the budgeted amount for the fiscal year approved by the Volusia City Commission for the then current fiscal year of a Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Contract Price and Compensation. Consultant and City shall be obligated to continue performance under a Contract for the work or services within the Scope of Work or Services under a Contract which is not the subject of the partial termination by non-appropriation.
- 3.13.10** If termination of a Contract occurs for any reason:
- 3.13.10.1** The City shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract and produced pursuant to the Contract Documents for which the City has paid prior to termination of a Contract or for which City makes payment after termination of a Contract.
- 3.13.11** Except as otherwise provided in a Contract, Consultant shall return to the City all City Confidential Information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.
- 3.13.12** Except as otherwise provided in a Contract, the City shall return to Consultant or destroy all Consultant's Confidential Information in the City's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the City Project Manager that all such information and material has been returned or destroyed.
- 3.13.13** For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the City shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the City for any sums Contractor claims to be owed by City under a Contract for work performed from the last invoice to the effective date of termination. City shall review such invoice for payment and City shall pay any undisputed amount within thirty (30) days.
- 3.13.14** In the event of termination by the City for non-appropriation, for all items or products ordered by

Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the City shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

3.13.15 All provisions of a Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of a Contract.

3.14 ASSIGNMENT: Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this Section shall be by written amendment to the Contract in a form and substance specified by the City in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant no less than thirty (30) days prior to the assignment's proposed effective date, provide City with a written request for City's consent. Failure to provide such notice may result in the City assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Consultant to obtain the City's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this Section.

Nothing herein shall preclude the right of the City to waive its rights under this Section but no waiver shall be granted by the City without amendment to the Contract.

3.15 CITY LOGO: The City owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display City's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to City by or on behalf of Respondent in response to this solicitation. The City has the right to redact the City Logo displayed on any proposal submitted.

3.16 SCRUTINIZED COMPANIES, FL STATUTE SECTION 287.135 AND 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 11.0). Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have

the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

4.0 PROPOSAL REQUIREMENTS: Firms interested in providing the required professional services shall submit their proposals via the DemandStar On-line system **no later than Monday, November 17, 2025 at 2:00 PM.**

Once respondents register with DemandStar, respondents will be able to submit their proposal securely, any time before the solicitation deadline, at <https://www.demandstar.com/app/agencies/florida/city-of-daytona-beach-shores/procurement-opportunities>. Proposals submitted on DemandStar will remain locked and inaccessible by City purchasing staff until the solicitation deadline.

Registration with DemandStar is required prior to submitting a bid response electronically. It is suggested your Company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, contact DemandStar at support.demandstar@eunasolutions.com. Bids submitted on Demandstar will remain locked and inaccessible by City purchasing staff until the current bid deadline.

DO NOT SEND CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS

The Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Proposals shall be clear, concise, and indexed by subject. **Failure to provide the required information may result in the proposal not being considered.**

Tab 1. Qualification Data

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm and the signature shall be an original.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)

including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

3. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
4. Ownership interests;
5. Active business venues (counties, states, etc.);
6. Present status and projected direction of business;
7. The overall qualifications of the business to provide the services requested.

Tab 2. Project Team:

1. **Prime Consultant:** Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years' experience, years' experience with current firm, professional registration, project experiences, and other professional qualification. *[A maximum of five (5) single-sided pages for this section].*
2. **Sub-consultants:** Same as above including number of years' experience working with the respondent and past relationships *[A maximum of three (3) single-sided pages for this section].*
3. **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub-consultants). Identify on the organizational chart the Project Manager assigned to manage day-to-day activities of the project. Identify the Design Architect on the organizational chart.
4. **Project Manager:** The project manager shall be a Florida licensed architect with a minimum of 10 years vertical construction experience. Provide resume.
5. **Project Architect:** The project architect shall be a licensed architect with a minimum of 10 years vertical construction experience; and shall have a minimum of 5 years' experience constructing new buildings with site work. Provide resume.

Tab 2 shall not exceed 9 pages. If tab 2 contains more than nine (9) pages as indicated, your proposal may be considered non-responsive.

Tab 3. Financial Stability

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Daytona Beach Shores. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Tab 4. Project Approach:

Respondent shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control [*A maximum of eight (8) pages in this section*].

1. Explain internal process, which includes their proposed team, for maintenance of calendar schedule, cost controls and quality control;
2. Explain your team's methodology for a needs assessment; if applicable or required, and
3. Explain your team's project approach for the design, bidding and inspection services associated with the construction of public buildings or applicable component thereof; and
4. Discuss challenges and solutions with prior similar projects (Cite projects and provide Description). Minimum of three projects.

Tab 5. Similar Projects and References:

The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.

The respondent shall provide examples of six (6) similar projects in nature to the Scope contained herein, completed within the past fifteen (15) years, which best illustrate the proposed team's qualification for the scope of services. For each similar project example, the Respondent shall:

- 1) State the project title; year project design and construction was completed; method of project delivery: hard bid, design-build; project cost; brief description of project and relevance to this RFQ.
- 2) List any/all federal grant funding associated with the project.
- 3) List the prime consultant and sub consultants. Identify each consultant's role on the project.
- 4) List owner reference for the project: contact person, owner's company name, address, email address and telephone number.
- 5) List the general contractor reference for the project: contact person, company name, address, email address and telephone number.

Unless specifically asked by the City, the City of Daytona Beach Shores shall **not** be listed as a reference. The Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RFQ. [*A maximum of eight (8) pages in this section*].

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. (Use Attached Reference Form 14.0, this form is not part of the 8 pages for this section).

Tab 6. Forms

- A. **Authorized Representative/Joint Ventures:** Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or

principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

B. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

C. Professional Certification/Licenses: Respondent and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

D. Insurance: Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Daytona Beach Shores' contact person.**

E. Notice of Election to be Exempt/Hold Harmless Agreement, if applicable: Respondents that are exempt under the Florida worker's compensation law in Chapter 440.02 Florida Statutes shall provide a copy of their "Notice of Election to be Exempt," if applicable or Hold Harmless Agreement for each person exempt and proof of coverage for non-exempt employees. The hold harmless agreement is included as an attachment to this request for qualifications. Said agreements shall be returned with the proposal as detailed in the proposal requirements (*Note: When completing the form, leave the contract date blank*)

F. Conflict of Interest Disclosure Form: All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project.

G. Prohibition Against Contingent Fees: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract (*See the attached form included in this package*).

H. Public Entity Crime and Discriminatory Vendor List: Respondents shall complete and include with their proposal the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes (*the attached forms "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" and the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" shall be completed by the prime consultant and all sub-consultants of the project team*).

- I. **Completed W-9 form:** Include a completed W-9 form.
- J. **Drug-Free Work Place Form:** Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See "*Drug-Free Work Place*" form).
- K. **Certification Regarding Debarment (Prime) Form**
- L. **Certification Regarding Debarment (Sub) Form**
- M. **Certification Regarding Prohibition Against Contracting with Scrutinized Companies Form**

END OF PROPOSAL REQUIREMENTS

5.0 GENERAL INFORMATION:

CONFIDENTIAL INFORMATION: Do not send confidential, proprietary information or trade secrets.

COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS:
Proposers are hereby notified that by submitting a proposal to the city that they acknowledge the services contract and the products/services provided may be utilized in the event of declared State/Federal emergency, and Proposers shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

EXPENSES INCURRED: This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any firm in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract. The City reserves the right to require any or all firm to appear for interviews and/or oral presentations at no cost to the City.

WAIVER: The City of Daytona Beach Shores reserves the right to reject any or all proposals; to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the City.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By _____
(Signature)

Date _____

By _____
Corporate Officer Name & Title

7.0 PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____ Date _____
(Signature)

By _____
Corporate Officer Name & Title

STATE OF _____

CITY OF _____

Sworn to/affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

- A. By entering into this Contract, the Contractor represents and warrants that it is not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. Pursuant to Florida Statutory requirements, potential Respondents are notified:
- **Section 287.133(2)(a)(as amended):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - **Section 287.134(2)(a)(as amended):** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: _____

Date: _____

Signature: _____

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____ (Authorized
Signature)

Title: _____

Date: _____

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

13.0 HOLD HARMLESS AGREEMENT:

I, _____ (*print officer/owner's name*), am the officer/owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the City of Daytona Beach Shores with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the City Project Manager or designated City representative.

On ____ day of _____, 20____, the City of Daytona Beach Shores and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the City of Daytona Beach Shores and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the City of Daytona Beach Shores or its agents, officials and employees or sub-consultants.

In the event that a workers' compensation claim or lien is made against the City of Daytona Beach Shores and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the City of Daytona Beach Shores, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the City of Daytona Beach Shores, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the City of Daytona Beach Shores or its employees, agents, or sub-consultants. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the City of Daytona Beach Shores in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the CITY OF DAYTONA BEACH SHORES under Section 768.28, Florida Statutes.

Officer/Owner: _____ (print name) _____ (signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

STATE OF _____

CITY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by

_____, who is/are personally known to me or who
has/have produced _____
as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission Expires: _____
(Seal)

14.0 Tab 5: Client Refence Form

Reference No. 1	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

Reference No. 2	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

Reference No. 3	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	

"Exhibit A"



June 6, 2025

HVAC STUDY

To: Stewart Cruz, AICP
Community Services Director
City of Daytona Beach Shores

From: James McConaughy, FL PE 96540

Subject: Public Safety Building – HVAC Assessment

BACKGROUND

The staff for the City of Daytona Beach Shores Public Safety Building has indicated that there are concerns with the existing HVAC system serving the building. The city has contracted Salas O'Brien to document concerns from the building staff, to assess the existing HVAC system, to provide recommendations for improving the HVAC system, and to provide a cost estimate to construct any recommended improvements. The components of the HVAC system were assessed based on field observations, the age of the equipment compared to the expected useful life noted in the ASHRAE Life Expectancy Chart, as well as the ability of the equipment to perform as specified in the original construction documents.

EXECUTIVE SUMMARY

Members of the building staff were interviewed during a site visit conducted on 05/21/2025. The concerns discussed with the building staff were as follows:

1. Each existing chilled water pump did not appear to achieve the minimum required chilled water flow.
2. There were times during January of 2025 when the southeast portion of the 2nd floor was unable to be heated to 68 degrees Fahrenheit.
3. The control system is original to the building and has since become outdated. The building staff also does not have the ability to diagnose issues or make changes to the current HVAC system onsite with the current control system.

EXISTING SYSTEMS

A. General Description

1. The building is served by two (2) chilled water air handling units (AHUs) that receive chilled water from an air-cooled chiller (CH-1). Chilled water is circulated between the air-cooled chiller and the air handling units by one of either of the two redundant chilled water pumps (P-1 & P-2). Each chilled water pump is constant speed. Each air handling unit is variable speed and is associated with its own electric duct heater (EDH). Each variable air volume box (VAV) in the building has an electric heating coil as well. The air handling units each have a motorized outside air damper which is set to open and allow a set amount of outside air to enter when its respective unit is placed in operation.

- B. Existing HVAC equipment information taken from the 100% Conformance Set for the Daytona Beach Shores Municipal Complex – Public Safety Facility, dated 11/09/2005 as noted on the site visit conducted on 05/21/2025:

AHU-1 - Existing Air Handling Unit

Manufacturer: Trane
Model: M-Series Unit 14
Capacity: 302.2 MBH Total / 216.3 MBH Sensible
Total Supply Airflow: 7,300 CFM
Outside Airflow: 1,800 CFM
Year of Installation: 2006
Power: 460V/3 ph

AHU-1 Variable Air Volume Terminal Units:

Model: Trane VCEF
TU 1-1 – Size 06, 140 CFM – 400 CFM, 1.0 kW heater
TU 1-2 – Size 14, 800 CFM – 2,400 CFM, 7.0 kW heater
TU 1-3 – Size 08, 280 CFM – 800 CFM, 2.5 kW heater
TU 1-4 – Size 08, 200 CFM – 550 CFM, 1.5 kW heater
TU 1-5 – Size 06, 120 CFM – 350 CFM, 1.0 kW heater
TU 1-6 – Size 08, 500 CFM – 500 CFM, 4.0 kW heater
TU 1-7 – Size 08, 140 CFM – 700 CFM, 1.0 kW heater
TU 1-8 – Size 06, 400 CFM – 400 CFM, 3.5 kW heater
TU 1-9 – Size 08, 260 CFM – 755 CFM, 2.0 kW heater
TU 1-10 – Size 06, 150 CFM – 455 CFM, 1.5 kW heater
TU 1-11 – Size 08, 500 CFM – 500 CFM, 4.0 kW heater
TU 1-12 – Size 05, 80 CFM – 235 CFM, 0.5 kW heater
TU 1-13 – Size 06, 100 CFM – 420 CFM, 1.0 kW heater

EDH-1 & 2 - Existing Electric Duct Heaters

Manufacturer: Markel
Model: M-Series CHMS
Capacity: 10 kW
Total Supply Airflow: 2,600 CFM
Year of Installation: 2006
Power: 460V/3 ph

AHU-2 - Existing Air Handling Unit

Manufacturer: Trane
Model: M-Series Unit 14
Capacity: 263.2 MBH Total / 199.2 MBH Sensible
Total Supply Airflow: 7,300 CFM
Outside Airflow: 1,040 CFM
Year of Installation: 2006
Power: 460 V/3 ph

AHU-2 - Variable Air Volume Terminal Units:

Model: Trane VCEF
TU 2-1 – Size 10, 350 CFM – 1,000 CFM, 2.5 kW heater
TU 2-2 – Size 10, 350 CFM – 1,000 CFM, 2.5 kW heater
TU 2-3 – Size 08, 255 CFM – 900 CFM, 2.0 kW heater
TU 2-4 – Size 08, 240 CFM – 700 CFM, 2.0 kW heater
TU 2-5 – Size 05, 90 CFM – 260 CFM, 1.0 kW heater

TU 2-6 -- Size 10, 315 CFM -- 900 CFM, 2.5 kW heater
TU 2-7 -- Size 08, 175 CFM -- 500 CFM, 1.5 kW heater
TU 2-8 -- Size 08, 165 CFM -- 475 CFM, 1.5 kW heater
TU 2-9 -- Size 08, 210 CFM -- 600 CFM, 1.5 kW heater
TU 2-10 -- Size 08, 255 CFM -- 900 CFM, 2.0 kW heater
TU 2-11 -- Size 08, 190 CFM -- 560 CFM, 1.5 kW heater
TU 2-12 -- Size 10, 290 CFM -- 850 CFM, 2.5 kW heater
TU 2-13 -- Size 08, 210 CFM -- 600 CFM, 0.5 kW heater
TU 2-14 -- Size 06, 125 CFM -- 350 CFM, 1.0 kW heater

AHU-3/CU-3 - Existing Split System Air Handling Unit

Manufacturer: Liebert
Model (AHU): MMD18E
Model (CU): PFC-020A
Year of Installation: 2006

PTAC-1 & 2 -- Existing Packaged Terminal Air Conditioning Units

Manufacturer: Trane
Model: PTAC-090
Year of Installation: 2006

CH-1 -- Existing Air-Cooled Chiller:

Manufacturer: Trane
Model: CGAM 060F
Year of Installation: 2021

P-1 & 2 -- Existing Chilled Water Pumps:

Manufacturer: Taco
Model: FI1507E2CAH1L0B
Impeller Size: 6.8 in.
Water Flow: 106 GPM
Total Head: 40 ft.
H.P./RPM: 2.0/1750
Power: 460V/3 ph
Year of Installation: 2006

EF-1, 4, 16, 18, 21, 23 -- Existing Exhaust Fans:

Manufacturer: Greenheck
Model: SP-6
Type: Ceiling-Mounted
Year of Installation: 2006

EF-2, 17, 22, 27 -- Existing Exhaust Fans:

Manufacturer: Greenheck
Model: SP-9
Type: Ceiling-Mounted
Year of Installation: 2006

EF-5, 20 -- Existing Exhaust Fans:

Manufacturer: Greenheck
Model: SP-9
Type: Ceiling-Mounted
Year of Installation: 2006

EF-6, 19 -- Existing Exhaust Fans:

Manufacturer: Greenheck
Model: SP-218
Type: Ceiling-Mounted
Year of Installation: 2006

EF-7 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: BCF-110
Type: Centrifugal Cabinet Fan
Year of Installation: 2006

EF-9 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: SP-255
Type: Ceiling-Mounted
Year of Installation: 2006

EF-11 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: GB-200-7
Type: Roof-Mounted
Year of Installation: 2006

EF-12 & 13 – Existing Exhaust Fans:
Manufacturer: Greenheck
Model: SC3-24-417-B3
Type: Sidewall Propeller
Year of Installation: 2006

EF-14 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: SP-228
Type: Ceiling Mounted
Year of Installation: 2006

EF-15 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: SP-255
Type: Ceiling Mounted
Year of Installation: 2006

EF-24 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: SP-228
Type: Ceiling Mounted
Year of Installation: 2006

EF-25 – Existing Exhaust Fan:
Manufacturer: Greenheck
Model: SP-260
Type: Ceiling Mounted
Year of Installation: 2006

EF-26 – Existing Exhaust Fan:
Manufacturer: Greenheck

Model: SP-264
Type: Ceiling Mounted
Year of Installation: 2006

RH-1, 2, 3, 4 - Existing Radiant Unit Heaters
Manufacturer: Fostoria
Model: 222-30-TH
Year of Installation: 2006

ASSESSMENT – HIGH PRIORITY ISSUES

The building staff had noted that the existing chilled water (CHW) pumps were unable to achieve the minimum required flow for operation during the site visit conducted on 05/21. According to a test and balance reported titled "Daytona Beach Shores Municipal Complex" conducted in October of 2006, each pump tested within 10% of design flow and 2% of the design head pressure. Therefore, the inability of the pumps to reach the minimum required flow does not appear to be due to oversizing.

The pumps were installed in June of 2006 according to their tag information; therefore, they are approximately 19 years old. The pumps did not appear to be in good condition as there appeared to be signs of significant corrosion on the outside of the pumps. According to the ASHRAE Equipment Life Expectancy Chart the median useful life for base-mounted pumps is 20 years. Given the observed condition as well as the proximity to the median useful life for the pumps, it seems likely that the pumps have reached the end of their useful lives and should therefore be replaced.



Figure 01: Existing Chilled Water Pump

An electric duct heater is installed the main supply duct within the mechanical room for each air handling unit. Each duct heater is designed to raise the temperature 12-degrees Fahrenheit for 2,600 cfm of supply

airflow. The entering air condition in the original design documents was assumed to be 45 degrees Fahrenheit. Additional heating is provided for each zone via the integral electric heating coil for each VAV box, where the entering air condition is assumed to be 55 degrees Fahrenheit.

The 45 degree entering air condition was confirmed by the equation below (Figure 02) and by assuming an indoor heating condition of 68 degrees Fahrenheit, and the 99% heating dry-bulb condition for Daytona Beach, FL (ASHRAE 2021 Climate Data) which is 39.6 degrees Fahrenheit. AHU-1 is the worst-case scenario for the heating entering air condition as it brings in 1,800 cfm of outside air compared to the total heating supply airflow of 2,200 cfm.

$$T_{MA} = (Q_{OA}/Q_{SA}) * T_{OA} + (Q_{RA}/Q_{SA}) * T_{RA} \quad (\text{Figure 02})$$

Where:

T_{MA} = Mixed air temperature

Q_{OA} = Outside airflow for AHU-1 (CFM)

Q_{SA} = Total heating supply airflow for AHU-1 (CFM)

T_{RA} = Return air temperature, equal to room temperature (deg F)

Q_{RA} = Return airflow (CFM)

T_{OA} = Outside air temperature (deg F).

In January of 2025, the time when it was indicated that there were heating issues in the southeast portion of the second floor, the lowest recorded temperature in Daytona Beach Shores was 35 degrees Fahrenheit according to AccuWeather data. Under this condition, AHU-2 which serves the second floor and brings in 1,856 cfm of outside air according to a test and balance reported titled "Daytona Beach Shores Municipal Complex – Infiltration Testing" dated 12/2/2010, the mixed air temperature would be 44.5 degrees Fahrenheit which is within 2% of the assumed entering air condition of 45 degrees for the duct heater for AHU-2.

At 44.5 degrees, and assuming a 12 degree temperature rise from the duct heater (EDH-2) associated with AHU-2, the temperature entering each VAV box in the heating conditions would be 56.5 degrees. The smallest box within the occupied area of the southeast portion of the building is TU-2-11, which has a minimum airflow of 190 CFM and a 1.5 kW heater. Using the equation below (Figure 03), the temperature leaving the VAV box in the heating condition with 190 CFM of outside air would be 81.4 degrees which is sufficient for heating conditions.

$$T_{SA} = 1.08 * Q_{SA} * (T_{MA} - T_{SA}) \quad (\text{Figure 03})$$

Where:

T_{SA} = Supply air temperature (deg F)

T_{MA} = Mixed air temperature (deg F)

Q_{SA} = Supply Airflow (CFM)

T_{OA} = Outside air temperature (deg F).

According to the ASHRAE Life Expectancy Chart the median expected useful life for electric coils is 15 years. The electric duct heaters were installed in 2006; therefore, they are approximately 19 years old and are beyond their expected useful lives. It is also noted that the median expected useful lives for VAV boxes is 20 years, therefore each VAV box in the building is near the end of its useful life as well. Based on the age of the equipment it seems that either the electric duct heater associated with AHU-2 and/or the integral duct heaters associated with the VAV boxes for AHU-2 did not function properly and may no longer be able to perform as originally specified.

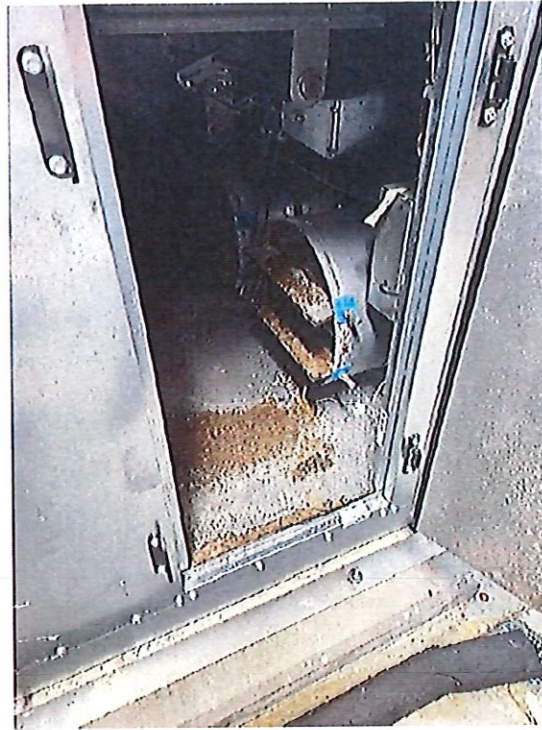
The building staff had noted that the existing air-cooled chiller has been having a series of maintenance issues which included problems with the fans which led to their replacement. The chiller was installed in 2021, which indicates that the previous chiller was in operation for approximately 15 years, five years short of the median expected useful life for air-cooled chillers according to the ASHRAE Life Expectancy Chart. It was not clear if the coils for the chiller had a coating for corrosion protection. However, signs of corrosion were observed on the chiller (Figure 04).



Figure 04: Existing Air-Cooled Chiller

The final issue mentioned by the building staff was regarding the existing HVAC control system for the building. The system appeared to be an electronic control system that is original to the building. The ASHRAE Life Expectancy Chart states that the median useful life for electronic controls is 15 years, therefore each controls component (sensors, meters, controllers, etc.) that is original to the building has exceeded its useful life. The staff also noted that they do not have the ability to monitor or make changes to components of the HVAC system at the building (adjust setpoints, power down equipment, etc.). Currently, all information from the system is sent to the building staff from a remote location. It is desired for the system to be updated, and for the staff to have the ability to both diagnose issues, and to adjust the system at the building.

It was noted during the field investigation that the outside air dampers for AHU-1 were stuck open due to corrosion (Figure 05). In addition to corrosion being present on the dampers and actuator, there appeared to be corrosion present inside the unit and around the dampers as well. This may also indicate that both AHU-1 and AHU-2 have corrosion on other components as well (the fan, cooling coil, etc.) which will lead to significant performance issues. No other performance issues were noted by the building staff (unmet cooling hours, low airflow, etc.), however the median life expectancy for water coils and air foil fans is 20 years according to the ASHRAE Life Expectancy Chart so it is reasonable to assume that both AHU-1 and AHU-2 should plan to be replaced.



(Figure 05)

ASSESSMENT – LOW PRIORITY ISSUES

Another type of equipment present in the facility are the ceiling and roof-mounted exhaust fans. While there were no issues noted regarding the fans, the ASHRAE Life Expectancy chart indicates a median life expectancy of 20 years for roof-mounted fans and 25 years for centrifugal fans. Given that no issues were stated by the building staff, replacement does not seem necessary at this time but should be anticipated within the next five years.

The original construction drawings also note that there are two (2) packaged terminal air conditioning units (PTAC), as well as a split system (AHU-3 & associated CU-3). The ASHRAE Life Expectancy Chart lists the medium life expectancy for packaged units and split system air handlers at 15 years, and air-cooled condensing units at 20 years. No problems were noted with these systems by the building staff, but if the equipment is original to the building, it is anticipated that the units will need to be replaced within the next five years as well based on the age of the equipment.

SUMMARY OF ANALYSIS

The original HVAC design of the building was closely analyzed to determine if any of the performance issues noted by the building staff were due to any design flaws. Based on the capacity of the equipment and the test and balance results, it does not appear that any of the issues noted by the building staff were due to errors in the original design.

Based on the issues indicated by the building staff, the site visit, and the age of the equipment, the recommended changes and possible sequence (based on priority) is shown below. A budget cost estimate for each item and phase is attached to this report as well.

A. **Phase 1:**

1. Replace CH-1
2. Replace P-1 & P-2
3. Replace AHU-1 & 2
4. Replace all VAV terminal units
5. Replace EDH-1 & 2
6. Upgrade existing controls system with additional control points

B. **Phase 2:**

1. Replace ceiling and roof-mounted exhaust fans
2. Replace AHU-3 & CU-3
3. Replace PTAC-1 & 2

Much of the equipment in the building has either exceeded or is close to the end of its useful life according to the ASHRAE Life Expectancy chart, so it is not unprecedented that there are performance issues occurring as the building approaches 20 years of age. It appears that the existing air handling units may need to be replaced due to the significant corrosion noted (partly due to the proximity of the building to the ocean). The new units should have an aluminum interior with non-ferrous components for actuators and coils to prevent future corrosion. The outside air dampers shall be aluminum as well. The VAV boxes, duct heaters, and chilled water pumps will have to be replaced as well to address the problems that have occurred. It is recommended also that the control system be updated with a new controller, sensors, control points, and a new building interface.

To be ahead of issues that may occur in the near future, The existing exhaust fans, PTAC units, and split system are all close to the end of their useful lives and may require replacement as well. However, since no issues were indicated it seems that they do not need to be a high priority at this time.

END OF DOCUMENT

"Exhibit B"

[(name of contractor) – (name of project)]

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND _____.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and (Name of Contractor), a Florida (type of business entity- Inc., LLC, etc...) (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

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

WHEREAS, Contractor is in the business of (type of business) in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as (RFQ # _____), and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

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

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

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

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

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

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

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

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

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

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
- b. Progress payments, if any, will be made as set forth in Scope of Services.
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

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

6. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is [REDACTED], or his designee

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

- a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
- b. To CONTRACTOR: [REDACTED].

8. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
 - ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.
- g. **Indemnification.**
- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by

CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

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

h. Public records.

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and

maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

"Coercion" means:

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

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

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time

throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

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

(SIGNATURE PAGE FOLLOWS)

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

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

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

NAME OF CONTRACTOR

SIGNATURE

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2025, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires:

Approved for form and content by:



Vose Law Firm, City Attorney



RFQ2025-10-01 SELECTION COMMITTEE FINDINGS AND RECOMMENDATIONS

FOR

**MECHANICAL ENGINEERING DESIGN, BID & INSPECTION SERVICES FOR THE
REPLACEMENT OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PUBLIC SAFETY
DEAPRTMENT HVAC SYSTEM**

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I. Project Objective

The objective of the selection committee is to select the preferred engineering firm to perform the design and related professional engineering services required for replacement of the existing Daytona Beach Shores Public Safety HVAC system as set forth in the scope of work outlined in RFQ2025-10-01 Section 2.2 and as follows:

- Provide full design/construction/bid plans, pursuant to Phase 1 of the Salas O'Brien Public Safety Building HVAC Assessment, that will serve as the basis for bidding and subsequent construction by a mechanical contractor.
- Work side-by-side with City and City's mechanical contractor.
- Review of mechanical contractor submittals.
- Prepare value engineering drawings at no additional cost to the City, if needed.
- Provide bidding assistance.
- Provide construction inspection services.

II. Evaluation Criteria

As part of the RFQ response, respondents were asked to submit statements of qualifications, experience, references and project approach pertaining to other relevant past projects. The selection committee utilized the City's evaluation criteria prescribed in RFQ2025-10-01 Sec. 2.5 as outlined below.

RFQ2025-10-01 (Sec. 2.5): Evaluation of Submissions

EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

A. Qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff necessary to perform the scope of this RFQ.
- Experience with design, bids and inspections of HVAC replacement systems and the scope of this RFQ.
- Credentials, qualifications, and years' experience of the staff for both the prime and sub- consultants and key personnel as presented by resumes, education, and training.
- Overall project approach to support the needs and objectives of

the project.

- Quality of performance for previous contracts and/or services.
- Sufficiency of resources and ability of the firm to perform the contract or provide the services; Litigation.

Note: The City reserves the right to evaluate, prior to making an award, current financial statements and data from the applicants, the ability to comply with required schedule, past record of integrity and record of performance.

B. ASSESSMENT: The committee will evaluate each proposal against the requirements of the solicitation using the following:

Strengths: Those areas in which the proposal exceeds the City's requirements.

Weaknesses: Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

Risk/Deficiencies: Those areas where the proposal fails to meet the City's requirements.

III. Selection Committee

The selection committee comprised of the following city employees. Committee members evaluated each proposal and scored accordingly pursuant to the evaluation criteria.

1. Tom Brown, Public Works Deputy Director
2. Stewart Cruz, Community Services Director
3. Steve Edmunds, Building Official
4. Ryan Lamberson, Street & Facilities Supervisor
5. Mark Swanson, Lt., Interim Public Safety Director
6. Chris Wolfa, IT Manager (Technical Advisor, Non-Voting)

IV. Proposals Submitted

Six firms submitted proposals in response to RFQ2025-10-01. The proposing firms are listed below.

1. C&S Engineers, Inc.
2. Graef-USA, Inc.
3. Salas O'Brien Florida, Inc.

4. SGM Engineering, Inc.
5. TLC Engineering Solutions, Inc.
6. Tristar Engineering Group, Inc.

V. Scoring and Selection

The selection committee met on November 26, 2025, at 8:00am. Each committee member discussed the ranking of their respective proposals. Below is a summary of each member's ranking.

FIRM	Brown	Cruz	Edmunds	Lamberson	Swanson	Average Ranking
C&S	4	2	6	4	6	4.4
Graef	5	3	5	4	5	4.4
Salas O'Brien	1	1	1	1	4	1.6
SGM	3	3	3	3	2	2.8
TLC	4	2	4	5	1	3.2
TriStar	2	3	2	2	3	2.4

Based on the individual committee member rankings, Salas O'Brien ranked as the top choice. The meeting minutes and detailed scoring results are located in Appendix A of this report.

VI. Conclusion and Recommendation

The selection committee's evaluation of the proposals submitted resulted in the committee's decision to recommend Salas O'Brien Florida, Inc. as the RFP2025-10-01 awardee. If approved by the City Commission, the City Manager will initiate contract negotiations with the awardee and return the contract to the City Commission for approval.

Selection Committee

Public Safety HVAC Design

November 26, 2025

8:00 am

Present: Lt. Mark Swanson, Tom Brown, Cheri Schwab, Chris Wolfla (Advisor, Non-voting), Stewart Cruz and Ryan Lamberson. Steve Edmunds provided a written response but was not present.

There were six design firms who submitted a statement of qualifications for the RFQ associated with the project. The committee members took turns providing their rankings. It was discussed that all the submissions could provide a quality design and many times the scores were very close between firms. The final ranking showed Salas O'Brien ranked number 1 by four of the members.

Director Cruz asked Lt. Swanson what he thought about the ranking of Salas O'Brien as the number 1 choice; Lt. Swanson noted all the firms were qualified and he did not have any concerns with choosing Salas O'Brien.

Director Cruz thanked everyone for participating and reiterated the urgency of moving forward with this project. Director Cruz concluded by explaining the approval process going forward.

The meeting was adjourned at approximately 8:30am.

RFQ 1-2010-25: Public Safety Mechanical/HVAC Design

Posted: October 17, 2025

Closing: November 21, 2025

Selection Committee Meeting: 11/26/25

Per Section 2.5 of RFQ 2025-10-01 "Evaluation Criteria" The following criteria will be used in the evaluation of the proposals

EVALUATOR

Stewart Cruz

Stewart Cruz

RFQ REFERENCE

Sec. 2.5.A

ID	FIRM	QUALIFICATIONS	EXPERIENCE	PROJECT APPROACH	TOTAL	RANK
1	C&S	8	8	9	25	2
2	Graef	8	8	8	24	4
3	Salas O'Brien	9	9	8	26	1
4	SGM	8	8	8	24	4
5	TLC	8	8	9	25	2
6	TriStar	8	8	8	24	4

Sec. 2.5.B

ASSESSMENT

The committee will evaluate each proposal against the requirements of the solicitation using the following:

7-10 pts	<i>Strengths</i>	Those areas in which the proposal exceeds the city's requirements
3-6 pts	<i>Weaknesses</i>	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract
0-2 pt	<i>Risk/Deficiencies</i>	Those areas where the proposal fails to meet the city's requirements

RFQ 1-2010-25: Public Safety Mechanical/HVAC Design

Posted: October 17, 2025

Closing: November 17, 2025

Per Section 2.5 of RFQ 2025-10-01 "Evaluation Criteria" The following criteria will be used in the evaluation of the proposals

RFQ REFERENCE

Sec. 2.5.A

ID	FIRM	QUALIFICATIONS	EXPERIENCE	PROJECT APPROACH	TOTAL	RANK
1	C&S	7	6	7	20	4th tie
2	Graef	5	6	6	17	last
3	Salas O'Brien	7	8	8	23	1st
4	SGM	7	7	7	21	3rd
5	TLC	6	7	7	20	4th tie
6	TriStar	7	7	8	22	2nd

Sec. 2.5.B

ASSESSMENT

The committee will evaluate each proposal against the requirements of the solicitation using the following:

7-10 pts	<i>Strengths</i>	Those areas in which the proposal exceeds the city's requirements
3-6 pts	<i>Weaknesses</i>	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract
0-2 pt	<i>Risk/Deficiencies</i>	Those areas where the proposal fails to meet the city's requirements

[Handwritten signatures]

RFQ 1-2010-25: Public Safety Mechanical/HVAC Design

Posted: October 17, 2025

Closing: November 17, 2025

Per Section 2.5 of RFQ 2025-10-01 "Evaluation Criteria" The following criteria will be used in the evaluation of the proposals

RFQ REFERENCE

Sec. 2.5.A

ID	FIRM	QUALIFICATIONS	EXPERIENCE	PROJECT APPROACH	TOTAL	RANK
1	C&S	7	6	7	20	4th tie
2	Graef	6	7	7	20	4th tie
3	Salas O'Brien	7	8	8	23	1
4	SGM	7	7	7	21	3
5	TLC	5	6	6	17	6
6	TriStar	7	7	8	22	2

Sec. 2.5.B

ASSESSMENT	The committee will evaluate each proposal against the requirements of the solicitation using the following:	
7-10 pts	<i>Strengths</i>	Those areas in which the proposal exceeds the city's requirements
3-6 pts	<i>Weaknesses</i>	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract
0-2 pt	<i>Risk/Deficiencies</i>	Those areas where the proposal fails to meet the city's requirements

RYAN L.

Swanson

RFQ 1-2010-25: Public Safety Mechanical/HVAC Design

Posted: October 17, 2025

Closing: November 17, 2025

Per Section 2.5 of RFQ 2025-10-01 "Evaluation Criteria" The following criteria will be used in the evaluation of the proposals

RFQ REFERENCE

Sec. 2.5.A

ID	FIRM	QUALIFICATIONS	EXPERIENCE	PROJECT APPROACH	TOTAL	RANK
1	C&S	7	7	6	20	6
2	Graef	7	7	7	21	5
3	Salas O'Brien	7	7	7	21	4
4	SGM	8	8	8	24	2
5	TLC	8	8	9	25	1
6	TriStar	7	8	7	22	3

Sec. 2.5.B

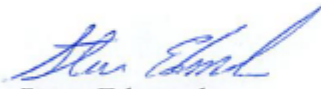
ASSESSMENT	The committee will evaluate each proposal against the requirements of the solicitation using the following:	
7-10 pts	<i>Strengths</i>	Those areas in which the proposal exceeds the city's requirements
3-6 pts	<i>Weaknesses</i>	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract
0-2 pt	<i>Risk/Deficiencies</i>	Those areas where the proposal fails to meet the city's requirements



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

1. Salas O'brien
2. Tristar
3. SGM Engineering
4. TLC
5. Graef
6. C&S Engineers

All engineers were Qualified but Salas O'brien was my number one pick due to the amount of governmental experience and the original engineer for the building.


Steve Edmunds



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 2, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Madie McCallister, Community Information Coordinator

SUBJECT: Approval of Internal Operating Policies: Purchasing Card Policy and Procedures Manual

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Purchasing Card Policy and Procedure Manual_ DRAFT _ SOP



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

Version: 1.0

Date: December 2, 2025

Effective: December 3, 2025

Applies to: All purchases made with city issued Purchasing Cards (P-Cards) by cardholders and employees authorized to utilize departmental cards for purchases. This policy does not authorize any P-card usage or purchase that does not comply with the procurement policy approved by commission and any other department specific purchasing policies and procedures.

I. Purpose:

The purpose of the Purchasing Card Policy and Procedures is to establish policies and procedures to control and manage the use of purchasing cards assigned to and utilized by City employees. The Program will optimize and expand the use of purchasing cards for greater operational efficiencies and cost savings. These Policies and procedures are intended to accomplish the following:

- To provide a convenient method for making purchases of goods and services that fall at or below the authorized purchasing threshold.
- To enhance productivity and significantly reduce paperwork.
- To ensure appropriate internal controls are established so purchasing cards are used only for authorized purposes.
- To ensure prompt payment to vendors.
- To ensure that the City bears no legal liability for the inappropriate use of purchasing cards by City employees.
- To provide for disciplinary action if the purchasing card is misused.

The policy and procedures provided herein are minimum standards for each department. Departments may establish more stringent controls, if necessary, but must inform the Finance Director of these additional controls.

II. Benefits:

There are many benefits to using the purchasing card for authorized purchases. Some of these benefits include:

City of Daytona Beach Shores

- Simplifies the purchasing process for the large number of low dollar purchases, freeing up time for large dollar purchases.
- Identifies other vendor payments that could be made using the purchasing card, thereby increasing the potential for additional cash rebates.
- Expands vendor selection pool.
- Lowers the overall transaction processing cost per purchase
- Increased accountability
- Annual "cash back" from purchases
- Provides management information on spending and other analytics

Cardholder

- Convenience of purchasing without a purchase order for minimum allowable purchases
- Expedites the delivery and receipt of goods and services

Vendor

- Expedites payment to the vendor
- Reduces paperwork
- Lowers risk of non-payment



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

III. Definitions:

Billing Statement

Monthly record of charges and credits.

Billing Cycle

The monthly billing period that begins the 19th day of each month and ends the 18th day of each month with a 14-day grace period before payment is due.

Cardholder

The City employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within preset limits on behalf of the City.

Cardholder Profile

Parameters that are set for a designated Cardholder that identify the Cardholder, and provide restrictions or spending limitations in the Purchasing Card system.

Cash Advance

Prohibited on the Purchasing Card as well as personal purchases.

Charge Slip/Documentation

Itemized list of individual purchases on receipt.

Credit

Charged amount removed from total owed by the City.

City Programs, Events and Activities

Activities and events that are planned and produced by City Staff for the benefit of the public or employees. A fee to participate in these activities may or may not be assessed.

Cycle Limit

A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder's purchasing authority for the billing cycle (usually one month).

Daily Limit

A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder's purchasing authority per day.

Delivery Address

Complete address including Cardholder's name and location (where applicable.)

Dispute

For items purchased and found defective or faulty, the Cardholder can return the item to the Merchant who will initiate a credit that will appear on the next month's statement of account.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

III. Definitions: *(continued)*

MCC

Merchant Category Code assigned to a Merchant by MasterCard which identifies the primary goods or services provided by the Merchant.

Monthly Limit

A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder's purchasing authority during a month.

Official Use

Necessary merchandise purchased for the City's use.

Purchasing Card

A credit card that is used as an alternative payment method.

Purchasing Card Program Administrator

The individual who is responsible for the City's Purchasing Card Program. The current Purchasing Card Program Administrator is the Finance Director.

Purchasing Card Provider

Bank of America

Purchasing Card Request

A document issued by the Department Head that establishes the individual as an authorized Cardholder. The delegation of authority will specify spending and usage limitations unique to that Cardholder.

Reconciliation

Balancing charge slips with monthly billing statement.

Services

Non-personal temporary work.

Single Transaction Limit(STL)

Each Cardholder will be limited to a maximum \$1,000.00 on any single purchase of a good or service unless approved by the Department Head and Finance Director.

Small Purchase

An acquisition of supplies, non-personal services, and construction in the amount of \$4,999.99 or less.

Tax Exemption

All purchases are exempt from state and local taxes, in accordance with state law.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

IV: How it works:

- The Purchasing Card Program simplifies the procurement and payment process.
- Procurement responsibility is delegated to the department, enabling the cardholder to place an order directly with the vendor.
- When a purchase authorization is requested by the vendor at the point-of-sale, Visa validates the transaction against preset limits established by the City.
- All transactions are approved or declined electronically based on the purchasing card authorization limits established.
- The authorization limits may be adjusted periodically as needed and may include, but is not limited to, the following:
 - **Single purchase limit.**
 - **Monthly spending limit.**
 - **Approved or restricted merchant category codes.**
 - **Number of transactions allowed per day.**
 - **Number of transactions allowed per month.**
 - **Temporary spending limit.**
- The authorization process occurs through the electronic system that supports the purchasing card processing services under the City's agreement with Bank of America.

V: What if the supplier does not accept credit cards or charges a fee?

There are a few suppliers that do not accept credit cards or they charge a fee. If this happens, there are several options:

- Thank the supplier for their time and find one that will accept the p-card or has no fees.
- Prepare a requisition, use petty cash, or a check request, as appropriate.

VI: Summary of Responsibilities

1. Cardholder Responsibilities

- Hold and secure purchasing card. (This can include giving to your supervisor for safekeeping.)
- Order materials and services as authorized by the department.
- Ensure that sufficient funds exist to cover items being purchased
- Collect and have all sales receipts approved.
- Identify disputed charges - contact the merchant or Bank of America directly at 1.888.449.2273 about the disputed transaction and provide the information necessary to begin the resolution process. Send an email of the details to your supervisor, Department Head and Finance Director.
- Review and approve all receipts to confirm the goods or services were received by the City. Forward a receipt for each transaction to the Department Head or designee to approve for payment. Receipts should be submitted within two (2) days of purchase or from returning to work.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

VI: Summary of Responsibilities *(continued)*

2. Department Head Responsibilities

- Request purchasing card for designated employees.
- Determine department spending limits within established guidelines and communicate all set parameters, as well as any subsequent changes thereto, to all affected parties including the Finance Department.
- Coordinate with Human Resources and the Finance Department to collect cards from cardholders at the end of employment.
- Evaluate the need to cancel or reissue cards when employees transfer.
- Notify the Finance Department of any change affecting the cardholder.
- Verify the appropriateness of general ledger codes.
- Attach all approved supporting receipts to the transaction within the Bank of America Works platform.
- Communicate any irregularities to the Finance Department.

3. Purchasing Card Program Administration

- Approve or deny all purchasing card requests.
- Evaluate purchasing card feedback from vendors and cardholders.
- Coordinate and maintain internal controls.
- Coordinate issuance and cancellations of cards.
- Participate in ongoing program reviews with internal and external stakeholders.
- Maintain Policy, procedures, and cardholder guides and manuals.
- Report to the City Manager as to the status of the Purchasing Card Program, and any irregularities or issues.
- Perform regular monthly audits of p-card purchases and conduct the Quarterly Purchasing Card Inventory. Invoices will be assessed as they are received by Finance against the procurement policy, the budget, and ethical morality. Each quarter P-card inventory will be assessed by cardholders, limits, and spending for necessary adjustments to each.
- Keep abreast of developments and new technologies in the commercial credit card industry.
- Inactivate and destroy cards, when necessary.

4. Finance Department

- Receive consolidated monthly billing statement from Bank of America.
- Confirm that all statements, reconciliations, and all documentation are complete and was authorized by the Department Head or designee.
- Notify cardholder, and Department Head or designee, when invoices are not received timely or are not in compliance with this Manual. Timely receipt is within two (2) days of purchase or from returning to work after a conference, training, etc.
- Pay all charges from consolidated billing statement.
- Post account data into the financial reporting system (or reconcile electronic postings, as applicable).
- File and store statements, receipts, and other related information.
- As needed, generate report summarizing all purchases for management and audit use.
- Reconcile and review the rebate, and post the amount received to the appropriate General Ledger account.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

VII: Assignment and Control of the Purchasing Card:

1. Purchasing Card Requests and Issuance

- Employees under a probationary period should not be issued a city P-card except under specific circumstances approved by the City Manager.
- Purchasing cards are issued to individual employees, who frequently purchase goods and services, unless otherwise authorized and approved by the Finance Director. Frequent purchases, for p-card purposes, would be the need for the employee to be purchasing goods or services, at least, on a weekly basis.
- The purchasing card has the employee's name, the City's name, the sales tax exemption number, and the expiration date embossed on the face of the card. The purchasing card provider will not have a cardholder's personal information other than the cardholder's work address and work phone contact number. No credit records, social security numbers, or other personal information of the cardholder are maintained by the purchasing card provider.
- Requests for new cardholders require the submission of written notification from the Department Head.
- All requests for changes to current cardholders shall be submitted in writing to the Finance Department for approval.
- All requests for purchasing cards must be approved by the Department Head or designee, and the Finance Director.
- Prior to the new cardholder taking receipt of the card, the employee must review the Purchasing Card Policy.

2. Lost or Stolen Purchasing Cards

- If a purchasing card is lost or stolen, the cardholder must immediately notify Bank of America at 1.888.449.2273 and the Finance Department of the lost, stolen, or misplaced card at the first opportunity during normal business hours.
- Failure to promptly notify Bank of America of a lost or stolen purchasing card could make the City responsible for any fraudulent use of the card and result in loss of privileges for the cardholder.
- The cardholder is responsible for reporting all information necessary to reduce liability to the City for a lost or stolen card.

3. End of City Employment

- When an employee ends employment with the City, the Department Head or designee shall coordinate with Human Resources to collect and forward the card to the Finance Department for deactivation and destruction.
- If the Department Head is unable to collect the purchasing card when an employee terminates, the Department Head shall immediately notify the Finance Department. The Finance Director will ensure that the card is cancelled immediately in the system. A cardholder who fraudulently uses the purchasing card after separation from employment will be subject to legal action.

4. Purchasing Card Inventory

- Quarterly, the Finance Department will provide to each City department an inventory listing from the purchasing card provider of purchasing cards issued to the City.
- Departments must conduct a physical inventory of purchasing cards issued to their department and report any discrepancies to the Finance Department.
- The report is to be signed by the department head and returned to the Finance Department with any discrepancies noted.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

VII: Assignment and Control of the Purchasing Card: *(continued)*

5. Audits

- The Finance Department will perform monthly audits of all p-card purchases. Invoices will be assessed as they are received by Finance against the procurement policy, the budget, and ethical morality.
- Each quarter P-card inventory will be assessed by cardholders, limits, and spending for necessary adjustments to each.
- The Department may also perform random audits of any cardholder or department to review card activity and receipt retention as well as review billing statements.

6. Feedback

- Cardholder feedback regarding the Purchasing Card Program is important and welcomed. The Finance Department needs to know if cardholders have any issues and or have any suggestions for improvement. Please contact the Purchasing Department with any issues regarding the Purchasing Card Program at accountspayable@cityofdbso.org or 386.763.5327.

VIII. Limitations on use of Purchasing Cards:

1. Cardholder Use

- The purchasing card may be used only by the employee whose name is embossed on the card.
- No other person is authorized to use the card.
- All precautions shall be taken to maintain confidentiality of the cardholder's account number and expiration date of the purchasing card.
- The cardholder is responsible and accountable for all transactions that occur on the card.
- Cardholders may make purchases for other employees that are supervisor approved, within budget, approved by the procurement policy, and morally ethical.
- The cardholder is responsible for all purchases.

2. Departmental P-cards

- A sign-in/out sheet should be utilized when an employee is given card access.

3. City Purchases

- The purchasing card is to be used for City authorized purchases only.
- The purchasing card must not be used for any personal purchases and any such use requires the immediate reimbursement to the City and may result in disciplinary action such as dismissal or criminal charges.

4. Dollar Limitations

- The Department Head or designee approving the assignment of a purchasing card will set two limits for each cardholder:
 - A single purchase limit not to exceed the small purchases threshold; and
 - A monthly limit (cycle limit)
- Each time a cardholder makes a purchase with the p-card, these limits will be checked automatically by the system ("SmartData"), and the authorization request will be declined should the amount exceed the limitations.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

VIII. Limitations on use of Purchasing Cards: *(continued)*

4. Dollar Limitations *(continued)*

- Requests for spending limit changes or additional limitations should be authorized by the Department Head or designee, subject to review and approval by the Finance Director.
- A single purchase transaction may be made of multiple items, but the total amount cannot exceed the small purchases threshold.
- Charges for purchases shall not be split to stay within the minimum threshold of \$1,000.00. This is illegal, violates the City's Purchasing Policy, is considered an abuse of the Purchasing Card Program, and may result in cancellation of the card or disciplinary action.
- Cardholders may be permitted to make purchases greater than \$1,000.00, provided these purchases are made with strict adherence to the procedures in the Purchasing Policy and Procedures Manual, procurement policy approved by commission, any departmental policies, and prior approval is received from the Finance Department.

5. Prohibited Uses of Purchasing Cards

In addition to all other purchasing policy limitations, the following types of items may not be purchased with a purchasing card, regardless of the dollar amount:

- Cash advances;
- Any goods or services not authorized by the Department Head or designee; and
- Purchase of food and beverages for non-City business purposes. (Refer to Article 6 below.)

6. Food and Meal Purchases

- All departments responsible for purchasing food and beverages for City programs, events, and activities should attempt to obtain sponsorships through partnering with the local community to lessen the impact on the City's budget.
- The purchase of food or beverages for City programs, events, activities, or City-hosted professional organization functions, are permitted provided they serve a clear public purpose. The expenditure must be pre-approved through the City's budgeting process and the City's Finance Director.
- Meal purchases for City staff shall only be made during emergencies when it is necessary for an employee to work through meal periods and require prior written approval from the Finance Director.
- Food and beverage purchases not authorized by the City, include, but are not limited to, promotional exams, per diem meals while traveling, employee birthdays, employee appreciation celebrations, and other such activities.

7. Purchasing Card Security

- Your purchasing card should always be treated with at least the same level of care that you take with your own personal credit cards.
 - Storage – Keep your purchasing card in an accessible, but secure location. Since you, as the cardholder, will be the only one using the purchasing card, it needs to be accessible only to you. (You can give it to your supervisor for safekeeping.)
 - Account Number – Protect the purchasing card account number carefully! Do not post it at your desk or write it in your day planner.
 - Sharing (or use by someone other than the cardholder) – The only person authorized and entitled to use the purchasing card is the person whose name appears on the face of the card. Do not lend your purchasing card to another person for use.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

IX: Completing Transactions with Vendors:

1. Prerequisites for Purchases

- Ensure that the goods or services to be purchased have departmental approval, and budgeted funds are available.
- Determine if the intended purchase is within the cardholder's purchasing card spending limits.
- Inform the vendor (preferably via email) that the purchase will be made using the City's purchasing card, and obtain an acknowledgement.
- Inform the vendor that the purchase is tax-exempt and provide a copy of the City's tax exemption certificate.
- Review the receipt before leaving the store or accepting the goods or services, and if taxes were included, request a credit
- If using the purchasing card for travel, membership dues, conferences, training, or other transactions that require prior approval, make sure all appropriate forms are completed and approved prior to making the purchase.

2. Documentation for Over-the-Counter Purchases

- When an over-the-counter purchase is made, the cardholder shall obtain the customer's copy of the charge slip or receipt, which will become part of the reconciliation documentation.
- If the receipt does not clearly designate the items purchased, attach a detailed listing.
- All items purchased over the counter must be immediately available.
- Any item ordered, but not available, should not be charged to the p-card until delivery is made to the City, or written confirmation of shipping is received.

3. Telephone and E-mail Orders

- Purchases must be described in sufficient detail so that the parties to the transaction have a clear understanding of what is being acquired.
- It is strongly advised to follow up the conversation with an email confirming the details of the transaction.
- The cardholder must confirm that the vendor agrees to charge the purchasing card when shipment is made so that receipt of the supplies or service may be certified on the monthly billing statement.
- Instruct the vendor to send the sales receipt directly to the cardholder and not to send an invoice to the Finance Department.
- Tell the vendor that any shipping or delivery fees must be included in the unit price – FOB: Destination (Daytona Beach Shores).
- Purchases made in Florida and for use in Florida are exempt from sales and use taxes.
- The City's tax-exempt identification number is printed on the face of the purchasing card.
- Make sure the vendor understands that charges are not to be billed until the item has been shipped.
- Florida law prohibits payment to a vendor prior to receipt of goods or services except in specific circumstances.
- All items purchased by telephone or e-mail must be delivered to the City within the 30-day billing cycle. The order should not be placed without this assurance.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

IX: Completing Transactions with Vendors: (continued)

4. Returning Merchandise

- The cardholder is responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise
- Contact the vendor and obtain instructions for return.
- Review your next monthly statement to ensure that your account is properly credited for the return.
- Department Head or designee should confirm proper credit was received in Works.

5. Missing Documentation

- If for some reason the cardholder does not have documentation of transactions to send with the monthly statement, the cardholder shall request a copy of the receipt from the vendor.
- Any charges incurred are the responsibility of the cardholder.
- Continued incidents of missing documentation will result in the suspension or cancellation of the employee's purchasing card

6. Monthly Statements

- The purchasing card provider provides a consolidated billing statement for all cardholders to the Finance Department.
- The billing statement will list all transactions processed during the billing cycle.
- All transactions are found within the Bank of America Works platform.
- Charge slips or receipts for all items listed on the billing statement must be attached to the transaction within the Works program.
- The cardholder and the Department Head or designee must sign the receipts to substantiate that the goods or services were received by the City.
- Once the Department Head or designee has reviewed all transactions for which they are responsible, the Department Head or designee shall attach all supporting documentation to the specific transaction within Works within five (5) working days of receiving the receipt from the employee.
- By approving each transaction, the Department Head or designee is certifying that all charges are appropriate and authorized and that all charges are supported by receipts and purchase orders as required under the procurement policy.
- All purchasing card charges will be posted to the designated general ledger account number by the Finance Department.

7. Disputes

- A dispute occurs when a cardholder questions a transaction that has been charged to the cardholder's p-card.
- If the purchase made was an unauthorized purchase, then the transaction must be disputed.
- If items purchased with the purchasing card are defective, the cardholder must return the items to the vendor for replacement or credit.
- If a service paid for with a purchasing card is deficient or was not provided, the vendor must be notified and asked to correct the situation or provide a credit.
- If the vendor refuses to replace or correct the defective item or service, the purchase must be disputed.
- If the quantity of items received is less than the charge, then the transaction must be disputed.



CITY OF DAYTONA BEACH SHORES

Purchasing Card Policy and Procedure Manual

IX: Completing Transactions with Vendors: (continued)

7. Disputes (continued)

- The following steps must be taken to ensure prompt settlement of disputes:
 - If a cardholder finds an unauthorized purchase has been made with their purchasing card information, they must contact Bank of America at 1.888.449.2273 immediately to begin the dispute process.
 - If the item(s) purchased are defective or billed incorrectly, the cardholder must contact the vendor and attempt to resolve the issue immediately.
 - If the cardholder and the vendor cannot come to a resolution, the cardholder must immediately contact Bank of America directly at 1.888.449.2273 to have the transaction placed in a disputed status.
 - If a purchase is placed in a disputed status with Bank of America, the cardholder must contact their supervisor, Department Head and the Finance Department with the details of the transaction and how they handled it. The cardholder can send an email with this information.
 - It is the responsibility of the cardholder to follow through with the vendor or Bank of America to ensure all disputed transactions are resolved in a timely manner.
 - The Finance Department can assist with all disputed transactions as needed.
 - Department Head or designee should confirm proper credit was received in Works.

X: Review of Purchases by Departments:

- Because of their knowledge of the job responsibilities and requirements, Department Heads or designees are required to review each purchasing card transaction (item purchased, amount, general ledger code, vendor, etc.) to ensure the goods or services were necessary, and for official use.
- When purchases are questioned, the Department Head or designee is the first person responsible for resolving the issue with the cardholder.
- If the Department Head is not satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or reimburse the City for the full amount of the purchase.
- Serious or repeated misuse of the purchasing card will result in the revocation of the card.
- Employees incorrectly using their purchasing cards will be disciplined, up to and including termination.
- To assist departments in their reviews, management and audit reports are available upon request from the Finance Department.

XI: Purchasing Card Program Contacts:

Cardholder Customer Service (24 hours, 7 days):

Bank of America

For inquiries and to report a lost/stolen card Toll free number: 1.888.449.2273

Finance Department:

Accounts Payable	accounts payable@cityofdbcs.org	386.763.5365
Accounting Manager	accounts payable@cityofdbcs.org	386.763.5327
Finance Director	accounts payable@cityofdbcs.org	386.763.5328



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2025-18: Amending Sec. 2-8 of the Daytona Beach Shores Code of Ordinances entitled "General Provisions Relating to City Appointed Boards, Commissions and Committees and Appointments"

SYNOPSIS:

At the October 7, 2025 City Commission meeting, the City Commission directed staff to work with the City Attorney's office regarding several items concerning city appointed boards (Sec. 2-8, Code of Ordinances of the City of Daytona Beach Shores, Florida, hereinafter the "Code"), which were discussed at the meeting. The City Commission also directed staff and the City Attorney to address any other minor issues in the code related to board membership. The specific directions provided by the City Commission are as follows:

1. Term Limits: Termed out members shall sit out at least one full three-year term.
2. Board Composition: (a) The regular membership of a board shall be comprised of no more than two (2) nonresident board members; (b) nonresident board members shall be owners of real property within the city.

Additional amendments to Sec. 2-8 of the Code recommended by Staff and the City Attorney include, but are not limited to, the following:

1. Applicability: Sec. 2-8 of the Code shall not apply to staff committee or committees that include staff members; however, meetings shall be open to the public, appropriately noticed and minutes kept.
2. Positions; qualifications; residency: Nonresidents may be appointed to boards, providing, among other things, the nonresident property ownership is determined by no less than 50% ownership of real property.
3. Vacancies: Successor's term shall start at the time of vacancy appointment.
4. Attendance and Removal: Every regular and alternate member is required to attend all public meetings of the board.
5. Rules of procedure: Motions for reconsideration may only be heard concerning matters that are not quasi-judicial in nature. Motions for legislative matters to be reconsidered may only be

heard at a later point in the same meeting or at the immediately following session of the body and moved by a member who was on the prevailing side of the previous vote.

6. Staff support; compliance with controlling law: Minutes shall be taken for any meeting of any committee and commission and each such meeting shall be properly noticed and open to the public.

FISCAL IMPACT STATEMENT:

BACKGROUND:

At the October 7, 2025 City Commission meeting, the City Commission directed staff to work with the City Attorney's office regarding several items concerning city appointed boards (Sec. 2-8, Code of Ordinances of the City of Daytona Beach Shores, Florida, hereinafter the "Code"), which were discussed at the meeting. The City Commission also directed staff and the City Attorney to address any other minor issues in the code related to board membership.

LEGAL REVIEW:

Changes to the ordinance are legally appropriate.

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-18 as presented."

OR

"I move to approve Ordinance 2025-18, with the following amendments..."

OR

"I move to deny Ordinance 2025-18."

- ATTACHMENT:**
1. Ord 2025-18 City Boards - Final
 2. Ordinance 2025-18- Business Impact Estimate-10-21-25

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8 OF THE *CITY CODE OF THE CITY OF DAYTONA BEACH SHORES*, ENTITLED “GENERAL PROVISIONS RELATING TO CITY APPOINTED BOARDS, COMMISSIONS AND COMMITTEES AND APPOINTMENTS”; PROVIDING FOR THE AMENDMENT OF SECTION 14-62 OF THE LAND DEVELOPMENT CODE, ENTITLED “CREATION OF THE PLANNING AND ZONING BOARD”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

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

and administrative findings and intent of the City Commission.

(b). The City Commission of the City of Daytona Beach Shores hereby reaffirms its commitment to being a government that operates “in the Sunshine” for the benefit of its citizens and the general public.

(c). The provisions of this Ordinance are enacted pursuant to the statutory and home rule powers of the City of the City of Daytona Beach Shores to establish and maintain the appropriate operations of City to ensure the utmost engagement of the public in City decision making processes and transparency of actions for the benefit of the public.

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

SECTION TWO. Section 2-8 of the *Code of Ordinances of the City of Daytona Beach Shores*, entitled “General provisions relating to city appointed boards, commissions and committees and appointments,” is amended to read as follows:

Sec. 2-8. - General provisions relating to city appointed boards, commissions and committees and appointments.

(a). *Applicability.* This section applies to all boards, commissions or committees, except to the extent otherwise specified in Federal or State law or otherwise provided in this Code. This Section shall not apply to any City staff committee or committee that includes City staff members; provided, however, meetings of such committees shall be open to the public, shall be appropriately noticed, and minutes shall be kept. ~~City canvassing board, as may be established from time to time, or any ad hoc City staff committee or ad hoc group of citizens accomplishing a specific purpose, but not acting in a governmental collegial nature; provided,~~

~~however, that the provisions of State law relative to public records, public meetings, public notices, participation by the public, the creation and approval of minutes and similar procedural requirements shall be applicable as to all City activities involving collegial decision making or recommendations.~~

(b). *Positions; qualifications; residency.* ~~Each member shall be appointed to a specific numbered position by the City Commission.~~ No member may be a paid or elected official or employee of the City. Absent a controlling provision in Federal, State, County or City law, ordinance, rule or regulation, every appointee must, at the time of appointment, be a resident of the City and an elector of Volusia County; provided, however, that this requirement may be waived by a fourth-fifths vote of the City Commission if (i) it is found in the best interests of the City to do so and (ii) the nonresident is determined to be owner of real property within city limits. For purposes of determining whether a person is the owner of real property within city limits, a person who personally owns a no less than 50% interest in real property within city limits or who personally owns no less than 50% of an entity which owns real property within city limits, shall be considered the owner of real property within city limits. A member who ceases to meet a requirement for qualification, including the ownership of city property for nonresident members, shall be deemed to have resigned upon the failure to maintain the qualification for office and shall be replaced at any time thereafter by the City Commission, but may continue to serve on an interim basis until a successor is qualified and appointed if the member's interim service is approved by a fourth-fifths vote of the City Commission.

(c). *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.

(d). *Vacancies.* In the event of death, resignation, removal from office or any other vacancy, a successor shall be appointed to serve the remaining unexpired portion of the specific term of office of the vacant position. When the successor is not an alternate member, successor's term shall start at the time of the vacancy appointment and shall continue until the remaining unexpired portion of the specific term of office of the vacation position that is filled.

(e). *Attendance and Removal.* All regular and alternate members are required to attend all public meetings of the board on which such members sit subject to subsection (j) of this section. The City Commission may, by majority vote, remove a member for cause upon written charges after notice and public hearing by reason of (i) 3 unexcused absences within a 12-month period as determined by the City Commission or (ii) misfeasance, malfeasance or dereliction of duty or such other conduct that provides for removal under a controlling provision of law.

(f). *Officers.* The City Commission may, from time-to-time, designate one member as the presiding officer who shall serve until another presiding officer is designated. A chairperson and vice-chairperson shall be elected from the members at the first meeting of each calendar year and may serve in that capacity for no more than 2 consecutive terms unless service of more consecutive terms are approved by a fourth-fifths vote of the City Commission.

(g). *No compensation.* Members shall receive no compensation for their services, but may be reimbursed for travel and other expenses associated with their duties.

(h). *Quorum.* A quorum is half the number of the voting membership, including alternate members who are participating as voting members, of the board, commission or

committee. The only appropriate action in the event of a non-quorum is to continue the meeting; provided, however, that the attending members of the body may discuss matters of a non-quasi-judicial nature and matters that are not, and will not be, the subject of a noticed public hearing. Continuances of meetings and hearings may be accomplished administratively without the vote of a quorum due to inclement weather conditions, emergency circumstances and administrative necessity when the Chairperson of the body concurs in such action proposed by City staff and, in such circumstances, a designated member of City staff shall attend the meeting, if possible, and announce a continuance of the meeting or hearing to a date that is approved by the Chairperson. In the event of the unavailability of the Chairperson to make decisions as set forth in this Subsection, the Vice-Chairperson or, if no Vice-Chairperson is available in office, the member with the longest service on the body shall make such determinations. In the event of a continuance under the provisions of this Subsection, City staff shall take all reasonable and appropriate actions to notice the meeting or hearing and to ensure that all affected parties are advised of the new date of the meeting or hearing.

(i). *Term limits.* No member shall serve more than three (3)~~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 Commission.~~ Notwithstanding the aforementioned, a termed-out member may be reappointed by the City Commission to the same board, commission, or committee after sitting out at least one full three-year term, subject to the qualification requirements of this section.

(j). *Absences.* Each regular member and each alternate member shall notify the designated City staff liaison when it is anticipated that the member will be absent from a

meeting. At the meeting, the body may vote to excuse the absence provided that the staff liaison was notified at least 24 hours prior to the scheduled meeting; provided, however, that less notice will be acceptable in the event of exigent circumstances facing the member and causing the absence.

(k). *Alternate members.* In addition to appointing regular members, the City Commission may also appoint alternate members in such numbers as it deems appropriate to serve in the event of absences by regular members. Alternate members shall have all of the rights and privileges of regular members and shall be subject to the same requirements as regular members. Alternate members ~~may attend all meetings of the body to which appointed, but~~ may only vote when filling the position of an absent member either for an entire meeting or a particular vote or set of votes at a meeting depending upon the duration of the absence of a member; provided, however, that once a member is absent from a meeting, that member shall not regain his or her seat on the body unless a quorum is lacking in the meeting subsequent to his or her absence. Alternate members shall not participate in the debate on matters that are quasi-judicial in nature when not sitting as a voting member, but the chairperson, in his or her discretion, may permit participation of alternate members when matters are advisory in nature. Alternate members may serve in the absence of a member of the body whether for an entire meeting or for a particular vote or set of votes at a meeting. If more than one alternate is appointed to a body, they shall serve in a rotational method or by means of the order of appointment if no rotation has been established with the first appointed alternate member serving first. It is the duty of members to advise the staff liaison of their expected absence from a meeting as early as possible.

(l). *Method of creation.* Advisory bodies shall be created by resolution as opposed to ordinance except in unusual circumstances or in the event that controlling law requires otherwise.

(m). *Rules of procedure.* All proceedings shall be guided by the latest edition of Roberts Rules of Order in a manner which allows the body to function in an organized manner, but without technical adherence thereto. Motions for reconsideration may only be heard as to matters which are not quasi-judicial in nature. For purely legislative matters, a motion for reconsideration may only be heard at a later point in the same meeting of the body, or the next session of thea body occurring after the meeting at which the vote desired to be reconsidered occurred. Any member of the body, who was on the prevailing side of the previous vote regardless of whether he or she voted at the prior meeting, may move for reconsideration. provided that such moving member did not vote on the non-prevailing side at the prior meeting with regard to such vote. If a matter that was determined at an advertised public hearing is later determined to be reconsidered, public notice shall be published consistent with the requirements that were applicable when the vote that is to reconsidered was taken and an explanation of the reconsideration process shall be incorporated into the public notices relating to the matter.

(n). *Bylaws; applicable laws.* Unless otherwise empowered by Federal, State, County or City law, ordinance, rule or regulation, no bylaws shall be adopted by the body and matters within the jurisdiction of the body shall be implemented in accordance with the provisions of the creating *City Code* provision, ordinance or resolution. The provisions of Florida law relating to public records, public notices, participation by the public, the creation and approval of minutes and public meetings shall apply to all City board, commissions and committees except to the

extent explicitly provided otherwise in state law. If Federal law requires certain processes and procedures, then the board, commission or committee subject to such requirement, shall ensure that full compliance is maintained. All actions and activities of each body shall be accomplished in full compliance with the requirements of open and transparent government under the guidance of the City Attorney who shall also guide and direct adherence to the requirements of law relative to quasi-judicial proceedings of all bodies. The City Clerk shall endeavor to maximize public notice of meetings and hearings of the City as well and public information relative to the actions taken at such meetings and hearings to include, but not be limited to, the use of technology for the provision of notices and records relating to the boards, commissions or committees of the City insofar as practicable.

(o). *Staff support; compliance with controlling law.* The City Manager shall provide staff support and other operational support to a board, committee or commission consistent with a determination as to the needs of the body and the availability of staff and other resources. The City Attorney shall provide legal guidance to all boards, committees, and commissions as requested. Minutes shall be taken for each meeting of any board, committee and commission and each such meeting shall be properly noticed and open to the public. ~~to ensure that each body, in accordance with the processes and procedures promulgated by the City Clerk, provides approved and executed minutes for each meeting, that all agendas and minutes comport with controlling law, that public participation is allowed in all appropriate circumstances and that the controlling provisions of law relating to open government are honored and respected.~~ The City Manager shall be responsible for appointing a City staff liaison for each board, commission or committee. Designated staff liaisons are authorized to provide support and assistance for each

board, commission or committee, including expenditures budgeted for that purpose. The City Commission may require a report of on the activities of a body at any time.

(p). *Permanent bodies.* The following board of the City of Daytona Beach Shores currently exists in accordance with the provisions of this Code and other controlling law: Planning and Zoning Board.

(q). *Other bodies.* Other boards, committees, and commissions, by whatever name (such as task forces) may be created or appointed from time-to-time under authority of the City Commission and their actions shall be subject to the provisions of this Code and controlling State law relative to the noticing of hearings/meetings and the maintenance of minutes of such activities. ~~unless the body is an ad hoc body of volunteers functioning in a manner which operates a program or event.~~

(r). *Board, commission, or committee composition.* The regular membership of a board, commission, or committee shall always have a minimum of three (3) resident members.

SECTION THREE. Section 14-62, Land Development Code, Chapter 14, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Creation of the planning and zoning board,” is amended to read as follows:

Sec. 14-62. - Creation of the planning and zoning board.

The City Commission establishes a planning and zoning board which shall ~~consist of seven (7) members~~ to be known as "The Daytona Beach Shores Planning and Zoning Board." The jurisdiction of the said planning and zoning board shall be throughout the incorporated areas of the City.

SECTION FOUR: IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the provisions of this Ordinance.

SECTION FIVE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the operations of boards, commissions and committees, within the City of Daytona Beach Shores and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION SIX: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions Section Two and Section Three of this Ordinance shall be codified while the remaining sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the provisions of this Ordinance.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION SEVEN: CONFLICTS.

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

SECTION EIGHT: 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 NINE: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

**SIGNATURE PAGE FOLLOWS
CITY OF DAYTONA BEACH SHORES, FLORIDA**

NANCY J. MILLER, MAYOR

MICHAEL FOWLER, 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 _____, 2026.

Business Impact Estimate Form

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

Proposed ordinance’s title/reference:

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8 OF THE *CITY CODE OF THE CITY OF DAYTONA BEACH SHORES*, ENTITLED “GENERAL PROVISIONS RELATING TO CITY APPOINTED BOARDS, COMMISSIONS AND COMMITTEES AND APPOINTMENTS”; PROVIDING FOR THE AMENDMENT OF SECTION 14-62 OF THE LAND DEVELOPMENT CODE, ENTITLED “CREATION OF THE PLANNING AND ZONING BOARD”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

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

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

The public purpose of Ordinance 2025-18 is to improve upon the already existing general provisions relating to city appointed boards, commissions and committees and appointment by clarifying nonresident member qualifications, term limits, board make up and attendance, among other things.

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

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

Ordinance 2025-18 has no direct compliance costs.

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

There are no new fees or charges associated with Ordinance 2025-18.

- (c) An estimate of the municipality's regulatory costs, including an**

estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

There will be no regulatory costs associated with Ordinance 2025-18.

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

Ordinance 2025-18 will have no impact on businesses in the City of Daytona Beach Shores.

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

None

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



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 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: Resolution 2025-23: Exempting Daytona Beach Shores from the requirements to exempt property taxes for certain affordable housing for those rented to households who earn between 80-120% of the Area Median Income pursuant to Section 196.1978(3)(o), Florida Statutes

SYNOPSIS:

House Bill 7073 adopted in 2024 provides taxing authorities, such as the City of Daytona Beach Shores, the option to opt-out of the Live Local Act tax exemption for certain moderate income affordable new housing units rented to households who earn between 80-120% of the Area Median Income (AMI) for the Volusia Metropolitan Statistical Area (MSA), provided a surplus of affordable housing for the category entitled "0-120 percent AMI" exists. This "opt-out" provision is now codified in Section 196.1978(3)(o), Florida Statutes.

While other aspects of the Live Local Act are preempted from local authority, including certain land use and zoning decisions, the City of Daytona Beach Shores would not lose tax revenues from the aforementioned tax exemption by adopting Resolution 2025-23. Opting out of this exemption is for one year only and as such, local governments must renew annually and forward the resolution to the County Property Appraiser by January 1 of each year, providing the qualifying local conditions in Section 196.1978(3)(o), Florida Statutes are met. Per Section 196.1978(3)(o)(2), Florida Statutes, to qualify to "opt-out" of this exemption, the local government must rely on data from the most recent Shimberg Center for Housing Studies Annual Report.

The 2024 Shimberg Center for Housing Studies Annual Report demonstrated that Volusia MSA had a surplus of affordable housing for the category entitled "0-120 percent AMI" in 2024 and consequently, the city elected to opt out as provided by law. The 2025 Shimberg Center for Housing Studies Annual Report is yet to be published. Therefore, Resolution 2025-23 is crafted such that the resolution does not become effective unless the 2025 Shimberg Report demonstrates a surplus of affordable housing in the Volusia MSA as required by law.

The County of Volusia has also agendized a similar resolution to "opt-out" of the missing middle exemption to be heard at their December 2, 2025, County Council meeting. The County staff memo, including impact and justification, is attached to this staff report.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Each taxing authority must independently pass its own separate resolution per Section 196.1978(3)(o), Florida Statutes, to qualify for opting-out of the tax exemption in question.

The attached resolution includes the provisions required by Florida Statutes to allow for the opt-out of the tax exemption subject to the 2025 Shimberg Center for Housing Studies Annual Report data, which is pending. A 2/3rds vote of the City Commission members present is required to approve the resolution. Execution of the Resolution by the Chair or Vice Chair is upon the publication of the 2025 Shimberg study. If approved and executed, city staff will forward the resolution to the Volusia County Property Appraiser by January 1st as required.

LEGAL REVIEW:

The State of Florida's Live Local Act created a new property tax exemption for apartment complexes that offer certain income-restricted rental units. Cities are allowed to "opt-out" of providing this exemption, but only if a required annual housing report from the University of Florida (the Shimberg Report) shows that the area already has enough affordable units. This year, because of the Federal Government Shutdown, the 2025 Shimberg Report is delayed and will not be released until later in December—after the statutory deadline for cities to act. To avoid losing the ability to opt-out if the upcoming report shows our City is eligible, the City is adopting this Resolution conditionally. It will only take effect if the delayed Shimberg Report, once released, confirms that the City qualifies under state law.

RECOMMENDATION:

Staff recommends approval of Resolution 2025-23 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Resolution 2025-23 as presented."
- OR
2. "I move to deny Resolution 2025-23 as presented."

- ATTACHMENT:**
1. Res. 2025-23-DBS Live Local Opt Out Resolution Dec2025
 2. Volusia County Staff Memo-13147_MM Tax Exemption Agenda Item Memo

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION”; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE CITY MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Volusia County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the statutory criteria; and

WHEREAS, beginning with the 2025 tax roll, §196.1978(3)(o), Fla. Stat., allows taxing authorities to “opt-out” of providing the Live Local Act Property Tax Exemption for units in multifamily projects used to house natural persons or families whose annual household income is between 80% and 120% of the median annual adjusted gross income for households within the metropolitan statistical area (“MSA”), or, if not within an MSA, within the county in which the person or family resides (the “80 to 120 Tax Exemption”), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to §420.6075, Fla. Stat. (“Shimberg Annual Report”), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria; and

WHEREAS, the City of Daytona Beach Shores relies upon the annual Shimberg Annual Report to determine whether it is eligible to exercise the opt-out authority set forth in §196.1978(3)(o), Fla. Stat.; and

WHEREAS, due to the Federal Government Shutdown occurring in late 2025, the compilation, review, and release of the 2025 Shimberg Annual Report has been delayed and is not expected to be available until later in December 2025; and

WHEREAS, because the Report is not yet available, Daytona Beach Shores cannot presently determine whether it is eligible to opt-out of the Live Local Act Property Tax Exemption; and

WHEREAS, in order to ensure compliance with statutory deadlines and to preserve Daytona Beach Shores’s ability to opt-out in the event the forthcoming Shimberg Annual Report shows that Daytona Beach Shores is eligible, the City Commission desires to adopt this Resolution conditionally, to become effective only if the Report supports the statutory findings required by §196.1978(3)(o), Fla. Stat.

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

SECTION ONE. INCORPORATION OF RECITALS. The “WHEREAS” clauses set forth above are incorporated herein by reference and represent the legislative findings of the City Commission supporting the need for this Resolution.

SECTION TWO. OPT-OUT ELECTION; REQUIRED FINDINGS. The City Commission hereby states its intent to elect not to exempt properties eligible for the 80 to 120 Tax Exemption pursuant to §196.1978(3)(o), Fla. Stat., but only if and upon the condition that the 2025 Shimberg Annual Report, upon its release, demonstrates that the City of Daytona Beach Shores is eligible under Florida law to make such an election. If eligibility is confirmed by the findings of the Report, Daytona Beach Shores hereby requests that the Volusia County Property Appraiser not grant any such exemptions for the 2025 tax roll.

SECTION THREE. DIRECTION TO THE MAYOR. The Mayor, or in the Mayor's absence the Vice Mayor, is authorized to execute this Resolution only upon the publication or release of the 2025 Shimberg Annual Report confirming Daytona Beach Shores' eligibility to opt-out pursuant to Section Two of this Resolution.

SECTION FOUR. DIRECTION TO CITY MANAGER. Upon confirmation of eligibility, the City Manager is directed to provide an executed copy of this Resolution to the Volusia County Property Appraiser prior to the statutory deadline.

SECTION FIVE. APPLICABILITY. This Resolution applies solely to ad valorem property tax levies imposed by the City of Daytona Beach Shores.

SECTION SIX. SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, or if any portion becomes preempted by state law, the affected provision shall be deemed stricken and the remainder shall continue in full force and effect.

SECTION SEVEN. CONDITIONAL EFFECTIVE DATE. This Resolution shall only take effect if, and upon the date that, the 2025 Shimberg Annual Report establishes that Daytona Beach Shores is eligible under §196.1978(3)(o), Fla. Stat., to elect not to provide the Live Local Act Property Tax Exemption. If the Report does not establish eligibility, this Resolution shall be null and void without further action of the City Commission.

PASSED AND ADOPTED at the meeting of the City Commission of the City of Daytona Beach Shores duly assembled on the ____ day of _____, 2025.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy Miller, Mayor

To: Brad Burbaugh, Director, Community Services

From: Corry Brown, Operations Manager, Community Assistance

CC: Carmen Hall, Director, Community Assistance

Date: November 24, 2025

File Number 13147

Subject: December 2, 2025 County Council Meeting
Missing Middle Tax Exemption Opt-Out Renewal

This agenda item must be heard on December 2, 2025 to meet the January 1, 2026 deadline.

This agenda item presents a **proposed resolution renewal** that will **prevent future property tax revenue losses by electing not to grant exemptions for missing middle affordable housing projects.**

Resolution Need

- **Last year a special council meeting was held** to present the initial opt-out resolution which was allowed as a result of the Shimberg Center for Housing Studies 2024 Annual Report.
- **Volusia County Council chose to opt-out of the missing middle tax exemption**, as allowed by state statute, to prevent additional tax revenue losses.
- The tax revenue loss realized and prevented is summarized below. A more detailed breakdown for 2025 is provided as an attachment to this memo.
 - **County losses were still recognized for projects that either had a continuing missing middle exemption or had 80% AMI units certified**, which is not part of the opt-out.
 - **Existing missing middle exemptions will remain if still certified, the county cannot opt-out.**

Table 1 – Two-Year Tax Exemption Impact Summary

Development	2024 County Loss	2024 Overall Loss	2025 County Tax Loss	2025 Overall Tax Loss	2025 County Tax Loss Prevented	2025 Overall Tax Loss Prevented
Integra 289 Exchange	\$83,609	\$232,320	\$53,233	\$150,002	\$0	\$0
Pointe Grand Daytona	\$64,607	\$201,201	\$86,429	\$269,290	\$0	\$0
Clyde Morris Landings			\$4,099	\$52,172	\$36,891	\$75,542
Deland Commons			\$755	\$66,328	\$54,930	\$115,918
Icon One Daytona			\$0	\$54,369	\$50,906	\$104,241
Reserve at Orange City			\$6,449	\$74,537	\$44,911	\$103,280
Springs at Port Orange			\$1,999	\$124,310	\$61,476	\$61,476
The Beacon at New Smyrna Beach			\$0	\$131,628	\$72,320	\$72,320
Total	\$148,216	\$433,521	\$152,964	\$922,636	\$321,434	\$532,776

COMMUNITY ASSISTANCE

Missing Middle Exemption Guidelines

- Projects must apply for certification through Florida Housing Finance Corporation
- The application cycle is currently open, closing on January 15, 2026
 - The development must have been substantially completed within five years before the date of an applicant’s first certification application, known as “newly constructed.”
 - The property must contain more than 70 units dedicated to 120% or lower AMI.
- Certification does not guarantee exemption approval. The property must apply to the property appraiser, including the certification.
- Exemptions must be renewed each year with FHFC and the property appraiser.
- The resulting exemption is 75% of the assessed value of the eligible units
 - If a property has an assessed value of \$50M and 50 of their 100 units are missing middle, they receive an exemption of \$18.75M, which lowers their taxable value.

Additional Exemption for 0-80% AMI units

- An additional 100% exemption is available for units serving 0-80% AMI households.
 - Taxing authorities cannot opt out of the 100% exemption.
 - FHFC did not report any applicants in

Shimberg Center for Housing Studies Annual Report

- The 2025 report is anticipated to be published similarly to 2024, mid-December
 - The report may be impacted by the government shutdown. The ACS data that is used is usually published in October but cannot be published during the shutdown.
 - If needed, Shimberg will use the data from the prior year and amend the report when available, which will not impact the county if a resolution is already in place.
- The 2024 report illustrated the following rental data for Volusia County:

Table 2 - 2024 Surplus/Deficit of Affordable and Available rental housing units by income (%AMI), Modified Metropolitan Statistical Areas & HUD Metro Fair Market Rent Areas, 2023

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 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: 2025 Concurrency Management Report

SYNOPSIS:

Per Sec. 3-7 of the Land Development Code of the City of Daytona Beach Shores (hereafter the "Code"), every December, the concurrency manager shall prepare and present to the City Commission and the public a report on the public facilities capacities and level-of-service inventory for concurrency management. This report shall include the degree of any facility deficiencies and a summary of the impacts the deficiency(s) will have on the approval of future development orders.

The concurrency manager shall then recommend a schedule of improvements necessary to prevent a deferral or moratorium on the issuance of development orders. Attached is the 2025 Concurrency Report, which evaluated all public facilities in the city's concurrency management system, i.e. Roads/Traffic Circulation, Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water and Recreation and Open Space, Public Schools. The report identified minor deficiencies in public schools and recreation and open space. However, the school district has accommodated for the public school deficiencies, while the city's recreation and open space level of services, which created the deficiency, needs to be re-evaluated by the city because it includes amenities that are likely to be unattainable in the city. Therefore, the concurrency management report concludes that the system generally has adequate capacity and no new schedule of improvements to the concurrency management system is required.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Per Sec. 3-1 of the Code, the purpose of the "Concurrency Management System" is to set forth a system by which the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. The provisions of this Code are designed to provide a systematic process for review and evaluation of all proposed development for its impact on public facilities and services, as required by Sec. 163.3180, Florida Statutes and the Daytona Beach Shores Comprehensive Plan.

Subsequent to the city review of a site development plan for new development or redevelopment, no

final development order shall be granted for a proposed development until there is a finding that all public facilities and services included in the Code have sufficient capacity at or above their adopted level-of-service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development, as defined by the Code.

Attached is the 2025 Concurrency Report, which identified minor deficiencies in public schools and recreation and open space. However, the school district has accommodated for the public school deficiencies, while the city's recreation and open space level of services, which created the deficiency, needs to be re-evaluated by the city because it includes amenities that are likely to be unattainable in the city. Therefore, the concurrency management report concludes that the system generally has adequate capacity and no new schedule of improvements to the concurrency management system is required.

LEGAL REVIEW:

RECOMMENDATION:

The 2025 Concurrency Management Report does not identify any significant deficiency in public facilities regulated by the Code; therefore, staff does not recommend any capacity concurrency related schedule of capital improvements nor development moratorium at this time.

SUGGESTED MOTION:

- ATTACHMENT:**
1. Daytona Beach Shores CMS Report-2025
 2. CMS Report-2025-Exhibits (2)

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This 2025 Concurrency Management Report was prepared by the Community Services Department.

I. CONCURRENCY MANAGEMENT REPORT REQUIREMENT

Per Sec. 3-7 of the Land Development Code of the City of Daytona Beach Shores (hereafter the "Code"), every December, the concurrency manager shall prepare and present to the City Commission and the public a report on the public facilities capacities and level-of-Service inventory for concurrency management within the city's concurrency management system. This report shall include the degree of any facility deficiencies and a summary of the impacts the deficiency(s) will have on the approval of future development orders.

The concurrency manager shall then recommend a schedule of improvements necessary to prevent a deferral or moratorium on the issuance of development orders. This report contains an overview, analysis, status report and summary, which demonstrates that all public facilities in the concurrency management system, i.e. Roads/Traffic Circulation, Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water and Recreation and Open Space, Public Schools, generally have adequate capacity.

II. DEFINITIONS

Per Sec. 2-2 of the Code defines concurrency and the concurrency management system as follows:

Concurrency: A condition where specified facilities and services have or will have the necessary capacity to meet the adopted level-of-service standard at the time of impact of the development project (Sec. 2-2, Code).

Concurrency Management System (CMS): That system of review and evaluation of all proposed development for its impact on public facilities and services as required by F.S. ch. 163, Rule 9J-5.0055, Florida Administrative Code, and the city's adopted Comprehensive Plan (Sec. 2-2, Code).

III. PURPOSE OF THE CONCURRENCY MANAGEMENT SYSTEM

Per Sec. 3-1 of the Code, the purpose of the "Concurrency Management System" is to set forth a system by which the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. The provisions of this Code are designed to provide a systematic process for review and evaluation of all proposed development for its impact on public facilities and services, as required by Sec. 163.3180, Florida Statutes and other relevant law.

Subsequent to the city review of a site development plan for new development or redevelopment, no final development order shall be granted for a proposed development until there is a finding that all public facilities and services included in the Code have

sufficient capacity at or above their adopted level-of-service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development, as defined by the Code. **Exhibit A** attached provides a list of Daytona Beach Shores entitlements for approved future development.

IV. PUBLIC FACILITIES AND SERVICES SUBJECT TO CONCURRENCY REVIEW

Sec. 3-2 of the Code outlines the public facilities and services for which concurrency review are required as follows:

1. Roads/Traffic Circulation.
2. Sanitary Sewer.
3. Solid Waste.
4. Stormwater Drainage.
5. Potable Water.
6. Recreation and Open Space.
7. Public Schools.

V. CONCURRENCY REVIEW PROCEDURE

Per Sec. 3-5 of the Code, the concurrency manager shall be responsible for conducting all concurrency reviews as required by the Code, Comprehensive Plan and Florida Statute. Concurrency review is initiated upon receipt of a completed concurrency review form during the site development plan application review process. The concurrency manager may also conduct concurrency reviews for developments in the preapplication or conceptual development plan stage and issue a nonbinding letter of concurrency findings. Concurrency reviews for public school facilities shall be conducted by the school district and letters of certification from other agencies may be required.

No final development order shall be granted for a proposed development until there is a finding that all applicable public facilities and services have sufficient capacity at or above their adopted level-of-service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development, as defined by the Code.

VI. LEVEL-OF-SERVICE STANDARDS & CURRENT STATUS

Per Sec. 3-3 of the Code, the adopted level-of-service standards for the public facilities for which concurrency is required shall be as established in the city's Comprehensive Plan, and as follows:

A. Roads/Traffic Circulation.

1. Arterials (A1A)—LOS "D." Level-of-Service D consists of high-density yet stable flow. The ability to select a desired speed and to change lanes is severely restricted, and the driver or passenger experiences a fair level of comfort and convenience. Small increases in traffic flow can cause operational problems at this LOS. Average travel speeds for vehicles at LOS "D" is ≥ 17 mph. **Status:** *The current road network is at or above acceptable level-of-service.*

2. City, County and State Collectors—LOS "E." Level-of-Service E represents unstable flow and indicates that the road is at or near capacity. Speeds are generally reduced to a low (≥ 13 mph), but relatively uniform value during peak periods. Ability to change lanes is extremely difficult and is generally accomplished by forcing another vehicle to slow down to accommodate such maneuvers. Comfort and convenience is poor and driver frustration is high. Small increases in traffic volume or other minor problems such as a stalled vehicle can cause traffic to come to a complete stop for relatively long periods. **Status:** *The current road network is at or above acceptable level-of-service.*

3. The FSUTMS (Florida Standard Urban Transportation Modeling System) and the standard Florida Department of Transportation methods for evaluation of LOS and capacity shall be used, subject to modifications based on travel speed studies.

B. Sanitary Sewer.

Ninety (90) gallons per capita per day (gpcd). For local collection/transmission capacity or Port Orange's treatment capacity of two hundred fifty (250) gallons per equivalent residential unit per day (gal/ERU/day), whichever is more restrictive, shall be the established LOS standard. **Status:** *The current sanitary sewer system treatment capacity is above acceptable level-of-service.*

C. Solid Waste.

Ten (10) pounds per capita per day. **Status:** *The current solid waste facility capacity is above acceptable level-of-service.*

D. Stormwater Drainage.

Twenty-five-year, twenty-four-hour design storm event. **Status:** *Stormwater outfalls into the Halifax River. Every new development has and is required to meet the level-of-service standard. Additionally, the city and county are in the process of developing a stormwater master plan for the city and adjacent areas from Frazer Road to Marcelle Avenue.*

E. Potable Water.

The greater amount of potable water required to meet:

- a. Ninety-five (95) gallons per capita per day (gpcd) average city-wide at peak occupancy; or
- b. For the Port Orange service area, one hundred ten (110) gallons per capita per day per permanent resident for residential units and one (1) gallon per square foot per day for commercial accounts. Port Orange has a reserved capacity of one million gallons (1,000,000) per day average daily flow (ADF) for the Daytona Beach Shores service area; or
- c. For the Daytona Beach service area, one hundred fifty (150) gallons per capita per day per permanent resident plus thirty-five (35) percent additional for peak flow. Daytona Beach has committed to provide all potable water required by new and existing development at a minimum of twenty (20) psi. A reserved capacity will be requested prior to January 1, 1991, for the Daytona Beach Shores service area.

Status: *The current potable water system treatment and pumping capacities for both the city of Port Orange and Daytona Beach are above acceptable level-of-service.*

F. Recreation/Open Space.

Facility	Unit of Measure
Playgrounds	1 per 10,000 people
Neighborhood Park	1 per 10,000 people
Community Park	1 per 25,000 people
Children's Play Areas	1 per 1,000 people
Baseball/Softball Field	1 per 15,000 people
Golf (9 Hole Course)	1 per 20,000 people
Tennis Courts	1 per 20,000 people
Football/Soccer Field	1 per 30,000 people
Swimming Pool	1 per 10,000 people
Community Center	1 per 20,000 people
Exercise Trail	1 per 14,000 people
Nature Study Trail	1 per 14,000 people

The City of Daytona Beach Shores shall not allow the conversion of park and recreational open space areas into other public or private uses, except where the public interest overrides the preservation of these uses.

Status: *The 2025 Daytona Beach Shores Parks & Recreation Master Plan identified several deficiencies (“need”) in the current park and recreation system when the adopted level-of-service-standard is applied (see below) to current and projected population.*

The deficiencies (“need”) identified are a function of the city’s population relative to its level-of-service standards, which will need to be evaluated for applicability to Daytona Beach Shores. For example, the need for a baseball/softball field, golf course, football/soccer field and a nature study trail in Daytona Beach Shores may not be applicable considering the current and projected demographic makeup of the city. In addition, land and land prices on beachside may be a limiting factor in achieving these standards. Further, the standard for children play areas may also be excessive for the city due to the very low children count within the city.

PARKS & RECREATION MASTER PLAN

Recreation Facility LoS - 2025 (Fig. 2.50)

Recreation Facility	LoS Standard	Facilities Required (2025)*	Facilities Provided (2025)	Need/ Surplus (2025)	Facilities Required (2030)*	Need/ Surplus (2030)
Playgrounds	1/10,000	1	1	0	1	1
Neighborhood Park	1/10,000	1	5	+4	1	+4
Community Park	1/25,000	1	1	0	1	0
Children's Play Areas	1/1,000	5	3	-2	6	-3
Baseball/Softball Field	1/15,000	1	0	-1	1	-1
Golf (9H)	1/20,000	1	0	-1	1	-1
Tennis Courts	1/20,000	1	6	+5	1	+5
Football/Soccer Field	1/30,000	1	0	-1	1	-1
Swimming Pool	1/10,000	1	0	-1	1	-1
Community Center	1/20,000	1	1	0	1	0
Exercise Trail	1/14,000	1	1	0	1	0
Nature Study Trail	1/14,000	1	0	-1	1	-1

*5,039 Residents - 2025; 5,176 Residents - 2030 Projected

G. Public Schools.

Consistent with the public school facilities element of the Comprehensive Plan and the interlocal agreement for public school facilities planning, the uniform, district-wide level-of-

service standards for public schools are set as follows using FISH capacity, based on the traditional school calendar:

1. Elementary Schools: One hundred fifteen (115) percent of permanent FISH capacity for the concurrency service area.
2. K-8 Schools: One hundred fifteen (115) percent of permanent FISH capacity for the concurrency service area.
3. Middle Schools: One hundred fifteen (115) percent of permanent FISH capacity for the concurrency service area.
4. High Schools: One hundred twenty (120) percent of permanent FISH capacity for the concurrency service area.
5. Special Purpose Schools: One hundred (100) percent of permanent FISH capacity.

3-3.8. Degraded Level-of-Service.

Notwithstanding the foregoing, the prescribed levels-of-service may be degraded during construction of new facilities, if upon completion of the new facilities the prescribed level-of-service will be met.

Status: *RJ Longstreet Elementary School currently has adequate capacity. Silver Sands Middle, Atlantic High and Spruce Creek High schools all show a deficiency in permanent school capacity. However, the Volusia County School District has temporary student stations and planned programmatic and permanent improvements in place and scheduled to address these deficiencies. See attached Daytona Beach Shores Concurrency Management Summary Report (**Exhibit B**) for more information.*

VII. CONCLUSION

Considering the findings of this report, which are summarized in **Exhibit B** attached, it is the opinion of the Concurrency Manager that the concurrency management system is currently stable and no relevant schedule of capital improvements or moratorium on development are needed at this time.

EXHIBIT A: DAYTONA BEACH SHORES DEVELOPMENT ENTITLEMENT LIST, DECEMBER 2025								
ID	ADDRESS	PROJECT NAME	INTENSITY		DEVELOPMENT TYPE	DEVELOPMENT ORDER TYPE	DATE OF DEVELOPMENT ORDER ISSUANCE	DEVELOPMENT ODER EXPIRATION DATE
1	2025 S. Atlantic Ave	Treasure Island	200 Units	23 Stories	Multi-family Residential			RMF-2/1/2037
			300 Units	23 Stories	Hotel	Development Agreement	2/2/2022	Hotel-2/1/2030
2	3723 Cardinal Blvd	Cardinal Villas	4 Units	3 Stories	Townhomes	Site Plan	7/6/2022	1/3/2029
3	3637 S. Atlantic Ave	Liv Condo	75 Units	16 Stories	Multi-family Residential	Site Plan	1/23/2024	1/23/2029
4	3411 S. Atlantic Ave	Aston Martin by the Shores	86 Units	18 Stories	Multi-family Residential	Development Agreement	4/24/2024	4/23/2031
5	2601 S. Atlantic Ave	Cambria Hotel	101 Units	7 Stories	Hotel	Development Agreement	6/24/2024	6/23/2029
6	2616 S. Atlantic Ave	All Aboard Storage	123 Units (36,405 sf)	3 Stories	Commercial Storage	Site Plan	9/8/2024	7/31/2029
7	3159 S. Atlantic Ave	Lux Condo	30 Units	7 Stories	Multi-family Residential	Site Plan	11/12/2024	11/11/2029

EXHIBIT B: DAYTONA BEACH SHORES CONCURRENCY MANAGEMENT SUMMARY REPORT, DECEMBER 2025								
ID	PUBLIC FACILITY	CURRENT CAPACITY	EXISTING ENTITLEMENT	VESTED ENTITLEMENT	DIFFERENCE	ADEQUATE CAPACITY	COMMENT	SOURCE
1	Roads/Traffic Circulation	SR A1A (S. Atlantic Ave): Varies by Segment	Varies by Segment	Varies by segment	Varies by segment	YES	LOS and volume to capacity ratios are all passing for each segment within the roadway system in the city.	Traffic Online Website, 2024 and Volusia County AADT 2022 report.
		CR 4075 (S. Atlantic Ave): Varies by Segment	Varies by Segment	Varies by segment	Varies by segment	YES	LOS and volume to capacity ratios are all passing for each segment within the roadway system in the city.	Traffic Online Website, 2024 and Volusia County AADT 2022 report.
		SR 441 S. Peninsula Dr): Varies by Segment	Varies by Segment	Varies by segment	Varies by segment	YES	LOS and volume to capacity ratios are all passing for each segment within the roadway system in the city.	Traffic Online Website, 2024 and Volusia County AADT 2022 report.
		Cardinal Boulevard: Varies by Segment	Varies by Segment	Varies by segment	Varies by segment	YES	LOS and volume to capacity ratios are all passing for each segment within the roadway system in the city.	Traffic Online Website, 2024 and Volusia County AADT 2022 report.
2	Sanitary Sewer	Treatment Capacity: 12MGD	8.03MGD		3.97 MGD	YES	NA	Management Report
3	Solid Waste	Class 1 (General household waste): 1,059,779 tons	Class 1: 470,046 tons		Class 1: 589,733 tons		The 3,400-acre Volusia County Tomoka landfill area has a life expectancy to 2052. Additionally, a 217 acre addition for Class 3 waste is currently in the planning stages.	Enhancing Florida's Recycling Programs, Deliverable 1 Waste Management System Capacity Analysis, FDEP, May 2025
		Class 3 (Yard waste): 905,401 tons	Class 3: 253,647 tons	NA	Class 3: 651,754 tons	YES		
4	Stormwater Drainage	Varies by development	NA	NA	Varies by development	YES-See Comment	All new development are required to meet the city's stormwater management standards and contain the 24hr/25yr storm rainfall generation on site. All vested entitlements for new development meet the aforementioned LOS required by the city. However, the City/County will be developing a stormwater master plan for the city and county areas from Frazer Road to Marcelle Avenue. This master plan may recommend changes in LOS and capital improvements to improve the shared stormwater system in the study area.	Daytona Beach Shores Comprehensive Plan, 2025; Daytona Beach Shores Stormwater Master Plan Preliminary Scope, 2025
5	Potable Water	Daytona Beach: Treatment Capacity-16.03 MGD	14.96 MGD		1.06 MGD	YES	Additionally, the City of Daytona Beach has two water reclamation facilities that produce reclaimed water which continues to aid in meeting adopted LOS and demand anticipated by projected population growth.	City of Daytona Beach Ten-Year Water Supply Facilities Work Plan, 2023
		Port Orange: Treatment Capacity-15 MGD	7.9 MGD		7.1 MGD	YES	Additionally, the City of Port Orange has a reclaimed water program which continues to aid in meeting adopted LOS and demand anticipated by projected population growth.	Port Orange 2025 Concurrency Management Report, 2025
6	Recreation and Open Space	Varies by type	Varies by type	Varies by type	Varies by type	Varies by type	The recent Parks & Recreation Master Plan identified minor deficiencies in 6 recreations areas: children play areas, baseball/softball fields, golf, football/soccer field, swimming pool and nature study trail. However, due to the demographic, physical and natural make up of the city, the LOS standards that result in the deficiencies for the recreational facilities in question will need to be evaluated for omission or reduction.	Daytona Beach Shores Parks & Recreation Master Plan Daytona Beach, 2025; Daytona Beach Shores Comprehensive Plan, 2025
7	Public Schools	RJ Longstreet ES: 460	318	5	137	YES	NA	Volusia County School Planning & Business Services, 2025 Annual Report
		Silver Sands MS: 1043	1,271	94	-322	YES-See Comment	Currently, temporary student stations are being utilized to accommodate the permanent on site capacity deficiency. Additionally, the VC School Board has approved a 14-classroom addition scheduled for completion in 2028. The VC School District enrollment for this zone is projected to remain stable. Hence, the District has determined there is no need for additional scheduled plan capital improvements.	Volusia County School Planning & Business Services, 2025 Annual Report
		Atlantic HS: 1,256	1,508	107	-359	YES-See Comment	Currently, Atlantic HS does not have adequate permanent on site capacity; however, a significant number of its zoned students attend other area schools, for example over 300 students use choice variances to attend Spruce Creek HS. The VC School District enrollment for this zone is projected to remain stable. Hence, the District has determined there is no need for scheduled plan capital improvements.	Volusia County School Planning & Business Services, 2025 Annual Report
		Spruce Creek HS: 1,938	2,186	37	-285	YES-See Comment	Currently, Spruce Creek HS does not have adequate permanent on site capacity; however, temporary student stations are being utilized to accommodate the deficiency. VC School District staff is recommending programmatic and boundary shift to address this issue short term and considering permanent capacity improvements to address the long term deficiency. The district will continue to monitor the student distribution to resolve the school's capacity issues.	Volusia County School Planning & Business Services, 2025 Annual Report



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 2, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Becky Vose, City Attorney

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Individual Petitions filed by Resident "Lonnie Groot" Related to the following:

- i) Petition to designate day after Christmas as paid holiday and provide loyalty award to Public Safety employees
- ii) Petition for City Commission Action Relating to Policies Pertaining to Commissioners Relating to Attending and Voting at Meetings
- iii) Petition for City Commission Action Relating to Enhancements to Ethics in City Government
- iv) Petition for City Commission Action Relating to the Absence of Commissioner Dembinsky from Office as City Commissioner and Payment of Commissioner Dembinsky while Absent from Office

SYNOPSIS:

For consideration is a series of four (4) Petitions (collectively the "Petitions") filed by a resident and elector of the City pursuant to Section 2-3 of the City Code of Ordinances. Upon the announcement of this item, the City Attorney will be asked to read a legal opinion regarding one of the Petitions (Petition iv). Thereafter, public comment should be requested as to all four of the Petitions. Pursuant to Resolution 2019-09, each public comment is limited to 3 minutes. The Petitions concern: 1) Petition for City Commission action relating to designating the day after Christmas, 2025 as a paid holiday for all city employees and providing for a loyalty award to Public Safety Employees; 2) Petition regarding Policies pertaining to Commissioners attending and voting at meetings; 3) A request to form a City Ethics Board similar to the City of Naples Ethics Commission; and 4) Inquiry regarding the status of Commissioner Dembinsky as a City Commissioner.

FISCAL IMPACT STATEMENT:

Item 1: There are a total of 63 Public Safety employees, 8 Administration, 26 FT sworn officers, 12 FT not sworn officers, 10 Reserve sworn officers, and 7 Reserve not sworn officers. To give sworn Public Safety employees a loyalty award would cost the city \$18,000 for full-time and reserves status; this is not budgeted for this current fiscal year. Item 3: The City Attorney of Daytona Beach Shores is a former City Attorney for Naples and is very familiar with that city's Ethics Commission. The City of Naples hires a full time attorney to run the Naples Ethics Commission and the 2025-2026 City of Naples Budget indicates the cost of operating that city's Ethics Commission is \$264,432 per year. There is no cost to the City of Daytona Beach Shores for the services (as needed and as appropriate) of the State of Florida Commission on Ethics. After having served as City Attorney of Naples, it is the legal opinion of the City Attorney that there is no appreciable benefit to a city to have a separate municipal ethics board, and to have a city code of ethics applicable only in the City that is

often duplicative, but sometimes subtly different from the code of ethics applicable throughout the State of Florida. Having to follow both a City and a different State code of ethics at the same time can truly become confusing for both city staff members and appointed and elected board members.

BACKGROUND:

The City is in receipt of a series of four (4) “Petitions” submitted pursuant to Section 2-3 of the City Code, which permits written petitions to the City Commission for consideration of various policy or procedural matters. The Petitions were submitted by a current resident and elector in Daytona Beach Shores (hereinafter “Petitioner”) who previously served as the City Attorney for Daytona Beach Shores. The law firm that served as the City Attorney for Daytona Beach Shores prior to the Vose Law Firm served from approximately January 2001 through May 2020, and the Petitioner acted as City Attorney on behalf of that prior law firm for a substantial period of that time.

The Petitions are included in this agenda packet as Petitions 1 through 4 under this single agenda item for consideration and formal receipt by the City Commission.

LEGAL REVIEW:

While the Petitions were submitted pursuant to Section 2-3 of the City Code, none raise issues that are legally defective or in violation of the Charter, Code, State or Federal law, or ethical requirements. Each Petition instead reflects policy viewpoints and personal opinions regarding how the City should prioritize or handle certain programs or functions. Section 2-3 of the City Code provides for the submission of petitions for Commission consideration; however, it does not require Commission action beyond formal receipt—which is accomplished by putting the Petition on the Agenda—unless a Commissioner chooses to discuss one or more of the Petitions. Accordingly, the Petitions do not require formal action by the City Commission. Their contents have been reviewed by the City Attorney’s Office to ensure that no legally substantive issues require separate legal or procedural consideration. Should a City Commissioner wish to discuss or implement any action requested in one or more of the Petitions, it would be appropriate for that Commissioner to make a motion to discuss the issue. Any number of such motions addressing different Petitions would be appropriate if desired.

RECOMMENDATION:

SUGGESTED MOTION:

If a change in City policy or other requested action in a Petition is desired: “I move to discuss Petition Number ‘___’.” If there is no desire to change existing City policy or take the action as requested in a Petition, no motion is required. If no motions are made, the Petitions will merely become part of the public records of the City.

- ATTACHMENT:**
1. Petition For City Christmas Holiday And Loyalty Appreciation Payment To Public Safety Employees-LNG-11-11-25
 2. DBS Petition-Criteria And Policies-Absences From City Meetings-11-22-25
 3. DBS Petition-Ethics Enhancements-11-22-25
 4. Memorandum Of Voting Conflicts-Waste Pro

5. DBS Petition-Transparency Relative To City Commission Vacancy-11-22-25
6. Opinion - Dembinsky_

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO DESIGNATING THE DAY AFTER CHRISTMAS, 2025 AS A PAID HOLIDAY FOR ALL CITY EMPLOYEES AND PROVIDING FOR A LOYALTY AWARD TO PUBLIC SAFETY EMPLOYEES

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code*, as codified on the Municode website, provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

(4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). The *Employee Manual* of the City of Daytona Beach Shores provides as follows in Section 17 on Page 25 of the *Manual*:

LEAVE OF ABSENCE WITH PAY - General Policy

...

A. Holidays with Pay

1. The following are holidays for all employees of the City:
The first day of January (New Year's Day)
The third Monday of January (Martin Luther King Day)
The last Monday of May (Memorial Day)
The fourth day of July (Independence Day)
The first Monday in September (Labor Day)
The Thursday in November proclaimed as Thanksgiving Day.
The Friday in November immediately following Thanksgiving Day.
The twenty-fifth day of December (Christmas Day)
One floating day at the employee's choice.
Any day designated as a holiday by the City Council.

2. – 8. . . .

B. – J. . . .

(6). Under controlling Florida law, Section 166.041, *Florida Statutes*, the procedures for city commissions and councils are set forth relative to the adoption of ordinances and resolutions. That statutory provision, states in Subsection (1), as follows:

(1) As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(a) "Ordinance" means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

(b) "Resolution" means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

(7). On November 4, 2025 at the sole monthly meeting of the City Commission, a "consensus" was purportedly reached to allow City employees to have the day after Christmas "off".

(8). The City Commission, on November 4, 2025, did NOT designate the day after Christmas Day in 2025 as a holiday for City employees, and should do so to ensure that City employees are lawfully paid for that day in accordance with the requirements of the Employee Manual and to avoid any pre-auditing or post-auditing financial issues arising.

(9). Additionally, it is clear that the law enforcement officers and the firefighters of the City of Daytona Beach Shores have served the public well and their loyalty to continue in public service with the City is desired and much appreciated. As a result, such City employees deserve an appreciation bonus payment based upon the criteria established herein. The City has adequate funding available as shown by its savings in the salary of the resigned City Manager, the fact that the City has the highest level of average salaries in Volusia County, and the fact that the City funds a number of non-essential activities on a routine basis.

(10). The Petitioner petitions the City Commission to take the following actions:

(a). Adopt a resolution (Resolution Number 1) which appropriately implements the provisions of the City's *Employee Manual* to designate the day after Christmas Day in 2025 as a holiday for City employees in order to ensure that City employees are lawfully paid for that day in accordance with the requirements of the Employee Manual and to avoid any pre-auditing or post-auditing financial issues arising.

(b). Adopt a resolution (Resolution Number 2) which creates an end-of-year loyalty incentive award program for full-time City employees who are sworn law enforcement officers and certified firefighters in the State of Florida who have been employed with the City for over six months.

(11). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote on such matters and a rejection of the matters submitted in this proposal.

Respectfully submitted this 11th day of November, 2025 to be heard at the City Commission meeting of December 2, 2025, consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* which, as noted above, require that Petitions be considered by the City Commission at the first upcoming City Commission meeting after being filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission there being no discretion to change such time requirement being vested in the City Commission or the City Manager.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

RESOLUTION NUMBER 1

RESOLUTION 2025–XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, DESIGNATING THE DAY AFTER CHRISTMAS DAY IN 2025 AS A HOLIDAY FOR CITY EMPLOYEES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the *Employee Manual* of the City of Daytona Beach Shores provides as follows in Section 17 on Page 25 of the *Manual*:

LEAVE OF ABSENCE WITH PAY - General Policy

...

A. Holidays with Pay

1. The following are holidays for all employees of the City:
The first day of January (New Year's Day)
The third Monday of January (Martin Luther King Day)
The last Monday of May (Memorial Day)
The fourth day of July (Independence Day)
The first Monday in September (Labor Day)
The Thursday in November proclaimed as Thanksgiving Day.
The Friday in November immediately following Thanksgiving Day.
The twenty-fifth day of December (Christmas Day)
One floating day at the employee's choice.
Any day designated as a holiday by the City Council.

2. – 8. . . .

B. – J. . . .

; and

WHEREAS, the City Commission of the City of Daytona Beach Shores desires to designate the day after Christmas Day in 2025 as a holiday for City employees in accordance with the provisions of *Employee Manual* of the City of Daytona Beach Shores; and

WHEREAS, the City Commission has the authority lawful authority to take the action herein taken for the benefit of the citizens of the City of Daytona Beach Shores.

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

SECTION ONE: DESIGNATION OF THE DAY AFTER CHRISTMAS DAY IN 2025 AS A HOLIDAY FOR CITY EMPLOYEES.

This Resolution is adopted based upon the foregoing recitals and the City Commission of the City of Daytona Beach Shores hereby designates the day after Christmas Day in 2025 as a holiday for City employees.

SECTION TWO. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The Acting City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

SECTION THREE. SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to the designation of City holidays are hereby ratified and affirmed.

SECTION FOUR. CONFLICTS.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION FIVE. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION SIX. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 2nd day of December, 2025.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

**ACTING CITY MANAGER
MICHAEL FOWLER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

**GRETCHEN “BECKY” VOSE
CITY ATTORNEY**

Adopted this 2nd day of December, 2025.

Posted this 2nd day of December, 2025.

RESOLUTION NUMBER 2

RESOLUTION 2025–XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA CREATING A LOYALTY AWARD PROGRAM PROVIDING THAT THE FULL-TIME LAW ENFORCEMENT OFFICERS AND THE FIREFIGHTERS OF THE CITY OF DAYTONA BEACH SHORES HAVE SERVED THE PUBLIC WELL AND THEIR CONTINUED LOYALTY TO CONTINUE IN PUBLIC SERVICE WITH THE CITY IS DESIRED; PROVIDING THAT SUCH CITY EMPLOYEES DESERVE AN APPRECIATION BONUS PAYMENT BASED UPON ESTABLISHED CRITERIA; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Daytona Beach Shores recognizes the need to encourage and incentivize all City of Daytona Beach Shores employees to accomplish their work performance in a safe manner which results in both high quality service to the citizens of the City of Daytona Beach Shores and monetary savings to the government of the City of Daytona Beach Shores and be long term employees of the City of Daytona Beach Shores; and

Whereas, the City Commission of the City of Daytona Beach Shores recognizes that the end of the year Holiday Season is an appropriate time to reflect upon and appreciate the collaborative efforts made by, and the resulting achievements derived from such efforts, of the work force of City of Daytona Beach Shores employees who have contributed to the achievement of many of the goals and objectives of the City of Daytona Beach Shores all of which are aimed at providing a high quality of life for the citizens of the City of Daytona Beach Shores by, among other things, ensuring the public safety of the citizens of the City; and

Whereas, in 2011 the Florida Legislature took action to address additional compensation issues such as severance pay and bonuses and the Legislature set forth legal requirements upon cities and counties, by enacting the provisions of that legislation which is now codified as Section 215.425 (3), *Florida Statutes*, which provisions of controlling law must be adhered to in every respect; and

Whereas, the City Commission of the City of Daytona Beach Shores desires to approve a program whereby City of Daytona Beach Shores employees of every type and nature who have been employed full-time by City for a period in excess of six months are paid in excess of their salaries as set forth in the City's employee pay and classification plan employed with the City of Daytona Beach Shores on the date of this Resolution who are sworn law enforcement officers and certified firefighters in the State of Florida; and

Whereas, in recognizing the efficiencies and efforts produced by the public safety employees of the City of Daytona Beach Shores in providing public safety to the citizens of the City, it is the desire of the City Commission of the City of Daytona Beach Shores to grant to each qualified employees, as provided in this Resolution, a one-time "Loyalty Award" to express appreciation of their successful unified efforts and dedicated hard work and ongoing service to the citizens of the City of Daytona Beach Shores.

WHEREAS, the City Commission has the authority lawful authority to take the action herein taken for the benefit of the citizens of the City of Daytona Beach Shores.

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

SECTION ONE: ACTION RELATING TO PUBLIC SAFETY OFFICERS LOYALTY AWARD PROGRAM.

(a). The City Commission of the City of Daytona Beach Shores hereby creates and approves the Loyalty Award Program subject to the provisions of this Resolution.

(b). A one-time payment shall be made, as set forth below, under the Loyalty Award Program to all full-time employees employed with the City of Daytona Beach Shores on the date of this Resolution who are sworn law enforcement officers and certified firefighters in the State of Florida, said payment to be in the amount of \$500.00 net pay.

(c). Any budget amendment associated with the actions taken in this Resolution is hereby approved.

SECTION TWO. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The Acting City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

SECTION THREE. SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to the City employee compensation are hereby ratified and affirmed.

SECTION FOUR. CONFLICTS.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION FIVE. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this

Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION SIX. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 2nd day of December, 2025.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

**ACTING CITY MANAGER
MICHAEL FOWLER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

**GRETCHEN “BECKY” VOSE
CITY ATTORNEY**

Adopted this 2nd day of December, 2025.

Posted this 2nd day of December, 2025.

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO POLICIES PERTAINING TO COMMISSIONERS RELATING TO ATTENDING AND VOTING AT MEETINGS

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code*, as codified on the Municode website, provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). As noted in the email to the undersigned from City Attorney, Becky Vose, on Saturday, November 1, 2025 at 7:10 p.m., with all of the Members of the City Commission, the Acting City Manager, and the City Clerk being copied:

. . . I do want to clarify that the City's handling of petitions was, and is, fully consistent with the procedures established by ordinance. The ordinance expressly provides which City Commission agenda a petition is to be placed on, based on the date the petition is received by the City Clerk and its relationship to the date of the next scheduled City Commission meeting. The City has no discretion to alter or override that schedule, and the process was followed exactly as prescribed by the Code.

(5). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(6). The undersigned has previously stated to the City Commission that there are requirements relative to absences and attendance of City Commissioners at City Commission meetings (and with regard when to voting when absent from a meeting is lawful). With regard to those views, Ms. Barbara Petersen, former longtime Executive Director of Florida's First Amendment Foundation and now the Chief Executive Officer of the Florida Center for Government Accountability stated as follows:

I fully and completely agree with you. A commissioner who wants to participate in a public meeting remotely must state the emergency allowing the remote participation. How else can the public judge if the commissioner is complying with law. This [the views of the City Commission] is the paternalistic, trust us attitude the sunshine law was meant to address.

Attendance of elected officials at their regularly scheduled meetings is a **basic and essential** thing for elected public officials to do and a fundamental part of public service. In summary, attendance at meetings:

- (i). Demonstrates commitment to constituents and community issues.
- (ii). Facilitates informed decision-making through direct engagement.
- (iii). Enhances transparency and accountability in governance.
- (iv). Fosters collaboration and networking with other officials and stakeholders.
- (v). Provides a platform for addressing public concerns and feedback.
- (vi). Strengthens the legitimacy of the elected office and its initiatives.

The City Commission now meets only once a month having eliminated the second regular meeting of the month as had been a tradition for many, many years in the City (except when State law requires more meetings such as the City tax setting and budget approval meetings that occur each fiscal year). I am against the City Commission having only one meeting a month and have expressed that in the past.

Even with that limited workload, Commissioner Consomos failed to attend both meetings in September (the tax and budget meetings) and Commissioner Dembinski failed to attend the first tax and budget meeting in September and the only City Commission meeting in October (after leaving his office earlier for several months and causing a *City Charter* violation to occur and an invoice for him to repay the City for months for which he was paid his City Commission salary while absent from duty). Further, there appears to have been an agreement to reappoint Commissioner Dembinski after his resignation. That raises serious questions relative to compliance with controlling Florida law. And, as to Commissioner Consomos' not attending the second tax meeting and budget approval meeting in September; he was allowed to vote although he did not request that in a public forum and argue in a public forum for a justification by demonstrating an extraordinary circumstance as required by controlling Florida law. Instead, the Mayor made the request stating that Commissioner Consomos was ill although his prior absence was due to a

vacation and without her stating how she knew or who communicated anything to her about the absence from the meeting.

Commissioner Dembinsky is now planning to again be vacant from his duty to attend the meeting of the City Commission scheduled for December 2, 2025 as he announced at the November 4, 2025 City Commission meeting. At that meeting, the Mayor mentioned Commissioner Dembinsky attending the meeting remotely and voting when absent from the meeting – **NOT** Commissioner Dembinsky. The Mayor outlined the improper manner that prior absent City Commissioners were allowed to vote without Commissioner Dembinsky even mentioning (publicly at least) why he was going to be absent from the December 2, 2025 meeting.

The appropriate way that a high quality government would have acted would have been for the official seeking to be absent and vote to request, personally, to be allowed to vote, state why there was a need to vote remotely, where he would be located at the time of the meeting, who would be with him at that location and whether he (if claiming an illness) would be engaging in other activities (work, vacation, etc..) on the day of the absence. That is **BASIC TRANSPARENCY** and **BASIC GOOD GOVERNMENT**.

Indeed, please note the following provision of the *City Charter*, as codified on the Municode website:

Sec. 2.17. Quorum and voting.

Three (3) members of the city commission shall constitute a quorum, but a smaller number may adjourn from day to day and compel the attendance of absent members in such a manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members of the city commission shall be necessary to adopt any ordinance. The affirmative vote of a majority of the quorum present at a meeting shall be necessary to approve any motion or resolution.

All members in attendance, including the presiding officer, shall vote for or against the motion on all commission actions. When there is, or appears to be, a possible conflict of interest as defined under general law with respect to a particular commissioner, the action prescribed by general law shall govern. Final action on motions, resolutions and ordinances shall be taken by roll call and listed in the minutes.

Thus, as to absent Commissioners, the *City Charter* only allows the City Commission to **COMPEL THE ATTENDANCE** of an absent Commissioner - - - **NOT EXCUSE AN ABSENT MEMBER WHILE SHE OR HE IS ABSENT**. And, the *City Charter* provides that only Commissioners **IN ATTENDANCE** may vote. It does not address remote voting in any way, shape or form.

The Attorney General of the State of Florida has stated in the *Government-In-The-Sunshine-Manual* ". . . if a quorum of a local board is physically present, 'the participation of an absent member by telephone conference or other interactive electronic technology is permissible when such absence is due to extraordinary circumstances such as illness[;] . . . [w]hether the absence of a member due to a scheduling conflict constitutes such a circumstance is a determination that must be made in the good judgment of the board.' AGO 03-41". (**Emphasis** added).

Citizens have a constitutional right to observe and evaluate whether their local governing body is engaging in good judgment. That cannot be disputed. There clearly should always be some significant level of inquiry about absences of Commissioners from meetings, why remote participation is desired and necessary and what extraordinary circumstances are said to exist.

Also, in Advisory Legal Opinion Number AGO 2003-41, dated September 2, 2003, issued to Mr. Sidney R. Payne, the Chair of the Tampa Human Rights Board, the Attorney General stated that "You (Mr. Payne) note the reluctance of this office to extend public

officials' participation in public meetings by electronic means to situations **other than those involving a serious medical condition** and the presence otherwise of a quorum at the public meeting place." (**Emphasis** added). There has been no publicly articulated claim by any Commissioner claiming "a serious medical condition" as the reason for an absence at any time the City Commission has allowed participation, much less voting by an absent Commissioner.

In essence, Commissioner Consomos and Commissioner Dembinsky, particularly Commissioner Dembinsky, seem to desire to be afforded special treatment. It is true that during the Covid pandemic Governor DeSantis issued emergency declarations which allowed local governments to develop remote meeting procedures to minimize physical interaction of the participants at meetings. In that time period, then Attorney General Ashley Moody issued Advisory Legal Opinion Number AGO 2020-03, dated March 19, 2020, to Governor DeSantis, stating that local government bodies could meet remotely, but **only IF authorized by statute or state of emergency declaration**. In any event, the Covid emergencies have ended and meetings may not be held remotely. It seems, again, that Commissioner Consomos and Commissioner Dembinsky desire to have special treatment afforded to them.

- (7). The Petitioner petitions the City Commission to take the following actions:
 - (a). Approve a policy providing that when a City Commissioner determines that she or he will be absent from a meeting, she/he shall advise the City Clerk as soon as possible prior to the meeting or the City Commission at a meeting prior to the meeting at which the proposed

absence will occur and request excusal from attending which, if denied, the absence shall be unexcused.

(b). Approve a policy providing that when a City Commissioner determines that she or he will be absent from a meeting and desires to remotely attend and participate by telephone conference or other interactive electronic technology, such participation is permissible only when such absence is due to extraordinary circumstances such as illness as determined to exist by the City Commission by vote. In such circumstances, when an absent Commissioner is authorized to participate remotely, the absent Commissioner shall disclose her/his location and all persons present at any time at the location of the Commissioner..

(c). Approve a policy providing that when a City Commissioner determines that she or he will be absent from a meeting and desires to remotely attend, participate and vote by telephone conference or other interactive electronic technology, such participation is permissible only when such absence is due to extraordinary circumstances such as an illness involving a serious medical condition and the presence otherwise of a quorum at the public meeting place. The determination of a serious medical condition must be determined to exist by the City Commission by vote. Likewise, it must be determined, by vote of the City Commission, that the necessity of the absent Commissioner's vote is critical to the City. In such circumstances, when an absent Commissioner is authorized to participate remotely, the absent Commissioner shall disclose her/his

location and all persons present at any time at the location of the Commissioner.

(d). Approve a policy providing that when a City Commissioner is authorized to participate or vote by telephone conference or other interactive electronic technology, the City Commission shall afford like capability for members of the public who desire to view the meeting remotely and participate remotely.

(e). Review the prior votes taken mentioned herein as to the fact that they were inappropriately cast and take appropriate remedial action.

(8). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote on such matters and a rejection of the matters submitted in this proposal.

Respectfully submitted this 22nd day of November, 2025 to be heard at the City Commission meeting of December 2, 2025, consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* which, as noted above, require that Petitions be considered by the City Commission at the first upcoming City Commission meeting after being filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission there being no discretion to change such time requirement being vested in the City Commission or the City Manager.

Lonnie N. Groot (signed)

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO ENHANCEMENTS TO ETHICS IN CITY GOVERNMENT

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). Article II, Section 8 of the *Constitution of the State of Florida* states, among other things that “A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”

(6). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and Section 24 relates to each citizens access to public records and meetings.

(7). Section 112.326, *Florida Statutes*, specifically authorizes local government bodies, such as the City Commission, to enact additional ethical requirements beyond those required by controlling State law.

(8). The City should provide for an emphasis in ethics in City government.

(9). The Petitioner petitions the City Commission to take the following actions:

(a). Enact an ordinance which provides that the managers of the City shall not be employed under contract and shall be budgeted line employees of the City and that all salary adjustments are agendized with full and complete disclosure to the public.

(b). Enact an ordinance which prohibits the City Manager, City Attorney, City Clerk and Finance Director from engaging in any activity to support a candidate for City elected office.

(c). As a *City Charter* amendment or provision of the *City Code*, prohibit the Mayor and Members of the City Commission from advocating the employment of particular persons or the entering of contractual services with particular persons or companies.

(d). As a *City Charter* amendment or provision of the *City Code*, prohibit the Mayor and Members of the City Commission from accepting political contributions from City vendors and contractors and from accepting political contributions from one another. For example, see the attached memorandum of voting conflict filed by the Mayor. The reference to the other Members of the City Commission voting for the matter relative to which the Mayor announced a conflict means little when all of the Members, themselves, had contributed to the political campaign.

(e). That enhances transparency in government and clearly states that a violation of transparency would be a violation that subjects City Commissioners and other public officials to removal from office.¹

(f). A good example of a local government's focus on ethics is demonstrated by the following from the City of Naples:

<https://www.naplesgov.com/cityclerk/page/sunshine-amendment-and-code-ethics>

¹ A non-transparent selection of a City Manager would be a clear example of a violation.

Sunshine Amendment and Code of Ethics



The CODE OF ETHICS for Public Officers and Employees, adopted by the Legislature as Part III of [Chapter 112](#), Florida Statutes, contains standards of ethics conduct and disclosures applicable to public officers, employees, candidates, lobbyists, and others in Florida State and local government. The "SUNSHINE AMENDMENT," adopted by Florida voters through a constitutional initiative in 1976 as [Article II, Section 8](#), Florida Constitution, contains standards of ethical conduct and disclosures applicable to public officers and employees; it also requires the Legislature to adopt the code of ethics described above.

Supporting Documents

- [2025 Government-in-the-Sunshine Manual](#)2.35 MB
- [2025 Guide to the Sunshine Amendment and Code of Ethics](#)455.39 KB

[Print](#)

CITY CLERK

- [AGREEMENTS & CONTRACTS](#)
- [ANNUAL REPORTS](#)
- [BOARDS AND COMMITTEES](#)
- [BUSINESS IMPACT ESTIMATES](#)
- [CALENDAR](#)

- [CITY COUNCIL ASSIGNMENTS FOR BOARDS & COMMITTEES](#)
- [CITY COUNCIL RULES OF PROCEDURES](#)
- [CITY COUNCIL VOTING RECORD](#)
- [CODE OF ORDINANCES](#)
- [COMPREHENSIVE PLAN](#)
- [DESIGN REVIEW BOARD APPEAL APPLICATION](#)
- [ELECTIONS](#)
- [POLITICAL ACTION COMMITTEES](#)
- [POLITICAL SIGNS](#)
- [LOBBYIST INFORMATION](#)
- [PLANNED DEVELOPMENTS](#)
- [PUBLIC NOTICES](#)
- [PUBLIC RECORDS](#)
- [SAM NOE AWARD](#)
- [SUNSHINE AMENDMENT AND CODE OF ETHICS](#)

Phone Number

239-213-1015

Office Hours

Monday through Friday
8:00 AM to 5:00 PM

Address

City Clerk's Office, City Hall - First Floor
735 8th St S
Naples, FL 34102

UPCOMING EVENTS

- [Naples Airport Authority Meeting](#)
Thu, Oct 16 2025, 8:30 - 9:30am
- [Labor Contract Negotiations between the City Of Naples and Professional Firefighters of Naples, IAFF](#)
Thu, Oct 16 2025, 11am - 12pm
- [Moorings Bay Citizens Advisory Committee Meeting](#)
Tue, Oct 21 2025, 9 - 10am

[VIEW THE CITY CLERK CALENDAR](#)

(10). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 22nd day of November, 2025 to be heard at the City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* and, in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission, that date shall be December 2, 2025.

Lonnie N. Groot (signed)

Lonnie Groot
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Miller Nancy J</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Mayor Commission</i>
MAILING ADDRESS <i>168 Key Colony Ct. 32118</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY <i>Daytona Beach Shores, FL</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>11-4-2025</i>	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nancy J. Miller, hereby disclose that on 11-5-, 2025:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I Received a Donation to my Campaign for Volusia County Council from Waste Pro. Their contract came up for Renewal, I Recused myself From Vote. Passed 4-0

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Nov 5, 2025
Date Filed

Nancy J Miller
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO THE ABSENCE OF COMMISSIONER DEMBINSKY FROM OFFICE AS CITY COMMISSIONER AND PAYMENT OF COMMISSIONER DEMBINSKY WHILE ABSENT FROM OFFICE

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

- (1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores.
- (2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

- (3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

- (4). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(5). Article II, Section 8 of the *Constitution of the State of Florida* states, among other things that “A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”

(6). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and Section 24 relates to each citizens access to public records and meetings.

(7). The actions relating to the resignation/vacation/abandonment of the City Commission seat of Stephan Dembinsky have generated (according to the City) very little records relating to the matter and the City has been far less than transparent about the matter despite numerous public records requests being submitted. The following questions, among others, have arisen:

- (a). When did Commissioner Dembinsky resign, vacate or abandon his office of City Commissioner?
- (b). Which did Commissioner Dembinsky do, resign, vacate or abandon his office of City Commissioner?
- (c). To whom did Commissioner Dembinsky submit his resignation, vacation or abandonment from the City Commissioner?

(d). Did Commissioner Dembinsky lose his office of City Commissioner as a result of the dual office holding prohibition of the Florida Constitution?

(e). Why was Commissioner Dembinsky paid as a City Commissioner when he was not a City Commissioner?

(f). Who determined that Commissioner Dembinsky had been paid when not a City Commissioner and who required repayment to the City?

(g). How was the resignation, vacation or abandonment of Commissioner Dembinsky communicated to the Mayor and the City Commission?

(h). How was the request of Commissioner Dembinsky to be reappointed to the City Commission communicated to the Mayor and the City Commission?

(i). What was the application process to fill the vacancy on the City Commission caused by Commissioner Dembinsky?

(j). Who decided not to have a meeting in the time frame required by the City Charter to fill the vacancy caused by Commissioner Dembinsky?

(8). The City has been far less than transparent relative to the matters referred to herein which are matters of significance relative to the conduct of elected officials and citizens of the City deserve a full and complete explanation of the matter.

(9). The Petitioner petitions the City Commission to be transparent and answer the following questions:

(a). When did Commissioner Dembinsky resign, vacate or abandon his office of City Commissioner?

(b). Which did Commissioner Dembinsky do, resign, vacate or abandon his office of City Commissioner?

(c). To whom did Commissioner Dembinsky submit his resignation, vacation or abandonment from the City Commissioner?

(d). Did Commissioner Dembinsky lose his office of City Commissioner as a result of the dual office holding prohibition of the *Florida Constitution*?

(e). Why was Commissioner Dembinsky paid as a City Commissioner when he was not a City Commissioner?

(f). Who determined that Commissioner Dembinsky had been paid when not a City Commissioner and who required repayment to the City?

(g). How was the resignation, vacation or abandonment of Commissioner Dembinsky communicated to the Mayor and the City Commission?

(h). How was the request of Commissioner Dembinsky to be reappointed to the City Commission communicated to the Mayor and the City Commission?

(i). What was the application process to fill the vacancy on the City Commission caused by Commissioner Dembinsky?

(j). Who decided not to have a meeting in the time frame required by the City Charter to fill the vacancy caused by Commissioner Dembinsky?

(10). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 22nd of November, 2025 to be heard at the City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* and, in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission, that date shall be December 2, 2025.

Lonnie N. Groot (signed)

Lonnie Groot
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

M E M O R A N D U M

TO: Mayor, Vice-Mayor and City Commissioners, City of Daytona Beach Shores
FROM: Gretchen R. H. (“Becky”) Vose, Esq., City Attorney
DATE: November 24, 2025
SUBJECT: Petition Submitted by Mr. Lonnie N. Groot Concerning the Vacancy in Office of Commissioner Stephan Dembinsky

This memorandum is provided in response to the “Petition for City Commission Action” submitted by Mr. Lonnie N. Groot dated November 22, 2025. The petition asserts that the City has been “far less than transparent” regarding the circumstances under which Commissioner Stephan Dembinsky vacated his office and poses a series of questions seeking clarification. Because the petition will appear on the Commission’s agenda pursuant to Section 2-3 of the City Code, it is appropriate that the Commission be provided with a clear and accurate statement of the law, the facts, and the City’s actions. This memorandum provides that explanation in a comprehensive and orderly manner and responds to all issues raised.

Commissioner Stephan Dembinsky previously served as the City’s Public Safety Director and was subsequently appointed, then elected, to the Daytona Beach Shores City Commission. Earlier this year, Commissioner Dembinsky was approached by the Florida Police Chiefs Association and asked to serve as Dade City’s Acting Police Chief while that city conducted a search for a permanent chief. Commissioner Dembinsky accepted that temporary appointment in good faith and without an understanding of the legal consequence that accepting such a position would have on his office as City Commissioner. Commissioner Dembinsky was under the mistaken impression that he could not hold another office in Daytona Beach Shores—he did not realize the prohibition was statewide.

Under Article II, Section 5(a) of the Florida Constitution, a person may not simultaneously hold more than one public office, and acceptance of a second public office automatically vacates the first. The position of Acting Police Chief of Dade City is, beyond dispute, a public office. As a result, Commissioner Dembinsky’s City Commission seat became vacant at the moment he accepted the Dade City appointment, and this occurred automatically by operation of law. Commissioner Dembinsky did not submit a resignation because the law did not require or permit him to do so for the vacancy to occur.

At the time he accepted the Dade City position, neither Commissioner Dembinsky nor the City of Daytona Beach Shores was aware that the constitutional dual-office prohibition had been triggered. The City did not receive notice from Dade City regarding the appointment, nor did the Acting Chief position’s status as a public officer come to the City’s attention until it was later reported by the police union in Dade City. Upon receiving this information, the then-City Manager promptly informed Commissioner Dembinsky, who immediately terminated his service in Dade City and cooperated fully in correcting the matter.

Because it was not known that the vacancy had occurred, Commissioner Dembinsky continued to receive his regularly budgeted Commissioner stipend during the period in question. During this time, Commissioner Dembinsky dutifully attended every City Commission meeting—since he did not realize that he had ceased being a City Commissioner by operation of law. Once informed of the constitutional vacancy, the then-City Manager appropriately advised Commissioner Dembinsky that he should return the compensation received during the period in which he was technically not a commissioner. Commissioner Dembinsky acted cooperatively and in good faith throughout this process.

Following notification to the City Attorney's Office, an ordinance was drafted to clarify the City's vacancy-filling procedures and ensure that future vacancies could be accommodated in a manner consistent with the City's transition to one meeting per month and with state election law. The resulting ordinance, Ordinance 2025-06, was duly adopted by the City Commission on two readings and in full compliance with law.

The Florida Constitution provides that dual office holding is prohibited and that acceptance of a second office automatically vacates the first office held. This vacancy occurs by operation of law and does not require a written resignation, an acceptance of a resignation by the City, or any formal action by the City Commission.

Section 2.05 of the Daytona Beach Shores City Charter governs the filling of vacancies on the City Commission. At the time of the vacancy created by the dual-office event, the Charter required that vacancies be filled within thirty days by appointment or, failing appointment, by special election. Ordinance 2025-06 amended the Charter to allow sixty days for purposes of clarity, consistency with state law, and administrative functionality. The City had full authority under Sections 100.3605 and 166.021(4), Florida Statutes, to amend its Charter in this manner without referendum. The Attorney General Opinions cited in the ordinance further confirm the City's authority to adopt such an amendment.

The City followed all applicable law. The vacancy occurred by constitutional mandate, was handled promptly and correctly once identified, and the Charter amendment was legally adopted.

The petition poses several questions, each of which is answered here. First, with respect to when Commissioner Dembinsky ceased to be a City Commissioner, the vacancy occurred at the moment he accepted appointment as the Acting Police Chief for Dade City. From that moment forward, he no longer held the office of City Commissioner under Article II, Section 5(a) of the Florida Constitution. This means that he did not resign, nor did he abandon or vacate the office in the colloquial sense; rather, the seat became vacant automatically by operation of law.

Second, because the vacancy occurred by constitutional mandate, Commissioner Dembinsky did not submit a resignation to any city official. Accordingly, no resignation letter exists, nor was one required. The City Manager was the first City official to become aware of the dual-office circumstance, and the Manager promptly notified Commissioner Dembinsky. Commissioner Dembinsky immediately ended his service in Dade City.

Third, regarding whether Commissioner Dembinsky lost his office due to the dual office prohibition, the answer is yes. This is the direct and unavoidable application of the constitutional provision.

Fourth, the question of why Commissioner Dembinsky continued receiving payments as a Commissioner is answered simply by the fact that the City and Commission Dembinsky were unaware that a vacancy had occurred. Once the matter came to light, the City Manager immediately addressed the issue and appropriately advised Commissioner Dembinsky that the payments should be returned. This corrective action began promptly.

Fifth, the determination that repayment was necessary was made by the City Manager, consistent with ordinary municipal fiscal practice and the requirements of safeguarding public funds.

Sixth, the method by which the vacancy was communicated to the Mayor and the City Commission by the then-City Manager was verbally to each commissioner following verification of the dual office holding concern. The matter was subsequently addressed by the drafting and adoption of Ordinance 2025-06, which clarified the vacancy-filling procedures moving forward.

Seventh, the request by Commissioner Dembinsky to be considered for reappointment to the Commission was likewise communicated verbally to each of the City Commissioners. No special procedure is required by Charter for such a request.

Eighth, the application or appointment process used to fill the vacancy was the process required by Section 2.05 of the Charter. That section provides for appointment by the Commission within a specified period or, failing appointment, for the calling of a special election.

Ninth, as to scheduling meetings, the Charter does not require a special meeting at any particular time for purposes of addressing a vacancy. In light of the City's recent transition to one regular meeting per month, the administrative practices of the City, and the amendment adopted by Ordinance 2025-06, the timing of the Commission's consideration of the matter was lawful, appropriate, and in full compliance with both the Charter and the clarified procedures.

The circumstances surrounding Commissioner Dembinsky's acceptance of the Acting Police Chief position in Dade City and the resulting constitutional vacancy of his Commission seat were handled promptly, lawfully, and transparently by the City once the issue was discovered. Commissioner Dembinsky acted in good faith and without intent to violate any law, and the City likewise acted responsibly once informed.

The Charter amendment adopted as Ordinance 2025-06 was entirely proper, supported by state law and Attorney General authority, and was implemented to improve clarity, administrative functionality, and the orderly handling of vacancies. The City's actions in this matter were at all times legal, appropriate, and undertaken in the best interests of the public.