



# City of Daytona Beach Shores

*"Life is Better Here"*

*"A Premier, Friendly Place to Be"*

## **AGENDA CITY COMMISSION MEETING JANUARY 6, 2026**

**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:**
- 6. APPROVAL OF MINUTES**
  - A. City Commission Minutes November 25, 2025
  - B. City Commission Minutes December 2, 2025
- 7. CONSENT AGENDA:**
  - A. Public Safety November monthly report

- B. Community Services Department Monthly Report - November 2025
- C. November 2025 Executive Financial Report
- D. Approval of Law Enforcement Immigration Grant Award
- E. Approval of Public Safety Complex HVAC Design/Engineering Independent Contractor's Agreement With Salas O'Brien Florida, Inc. (RFQ2025-10-01)
- F. Bank of America contract extension through 12/31/2026
- G. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Samsula Waste, Inc.
- H. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Creech Enterprises, Inc., dba Southeast Containers
- I. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Fence Service Inc., dba AAA Dumpster Rentals

**8. OLD BUSINESS:**

**9. NEW BUSINESS:**

- A. Consideration of City Manager's Contract
- B. Consideration of Guy Desai as Regular Member of Planning and Zoning Board
- C. Consideration to Appoint Chris Pollard as regular member to the Planning & Zoning Board
- D. Petitions submitted by Citizen
- E. Discussion of 2026 Meeting Dates

**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 25, 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 Becky Vose, 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. NEW BUSINESS:**

A. Discussion as to City Manager Recruitment and Possible Appointment of City Manager

VM Politis explained that 39 resumes had been received for the City Manager position. After careful review of those resumes, it was his opinion that the Interim City Manager has excelled in the past six weeks and would like to promote from within. Director Fowler has over 30 years with the city and is highly respected by the employees. His long-range plans for the city would provide harmony and continuity. Commissioner Dembinsky stated that it was important to have someone on the inside who was capable of "stepping up." He knows that Director Fowler cares deeply about the city. Commissioner Card spoke with several Department Heads and other employees and everyone was in support of promoting the Interim City Manager. They spoke highly of his leadership in the past few weeks. Mayor Miller stated that he knows the city well and what is expected by the commission and residents. Commissioner Conomos felt Director Fowler did an outstanding job as the Public Safety Director and had confidence in him. The commission asked the City Attorney if it was permissible to postpone the recruitment and offer the position to the Interim City Manager and Attorney Vose assured them it was legal to do so. Resident Sandy Cook inquired what the long-range plans entailed and ICM Fowler responded with more focus on economic development.

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to direct the Vice Mayor to enter into negotiations and to bring back a contract for consideration of Michael Fowler as City Manager.**

**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

**City Commission Comments**

Mayor Miller introduced Madie McCallister the new Community Information Coordinator. She announced a few upcoming events that included Coffee with the Mayor and the tree lighting. Holiday attire was encouraged for both events. Comm. Dembinsky requested to be excused from the December 2nd meeting. The commission excused the absence by a consensus vote. Comm. Card provided an update on two new businesses opening soon. The entire City Commission wished everyone a Happy Thanksgiving.

**4. ADJOURNMENT:**

The meeting ended at 5:25 pm.

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**MAYOR  
NANCY MILLER**

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**INTERIM CITY MANAGER  
MICHAEL FOWLER**

**ATTEST:**

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**CITY CLERK, CHERI SCHWAB**

**MINUTES**  
**CITY COMMISSION MEETING**  
**December 2, 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. **Excused:** 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:**

Mayor Miller and the City Commissioners presented certificates to RJ Longstreet students.

A. Presentation of Ralph Wheeler Volunteer of the Year Award

Mayor Miller and resident Marilyn Wheeler presented this year's award to Chuck and Denise Horion.

B. Presentation by Jordan Snipes for Speak Up: Tomorrow Needs You

Jordan Snipes thanked Officers Ashley Epling, Jacob Smith, Whitney Egan and Lt. Mark Swanson for participating in the recent walk for wounded veterans. This was the fourth year for the 22 mile walk.

**6. APPROVAL OF MINUTES**

A. City Commission Minutes November 4, 2025

**COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of November 4, 2025.**

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

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

**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

**VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the consent agenda.**

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

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

**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"

The City Attorney read the ordinance by title only. Comm. Conomos had a concern that the word commission was included in the type of board appointment. It was decided to remove that word from the ordinance.

**COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2025-18 on second reading to include removing the word commission from the type of board appointment.**

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

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

**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

The City Attorney read the resolution by title only. City Planner Gwyn Herstein provided a short presentation with statistics from the Shimberg Report. The proposed resolution would allow the city to opt out of the Live Local Act. This is an annual requirement that needs to be transmitted to the County of Volusia.

**COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Adopt Resolution 2025-23 on first reading.**

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

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

**B. 2025 Concurrency Management Report**

Community Services Director Stewart Cruz presented the annual Concurrency Management Report that is required by the Land Development Code. The report concludes that the city has adequate capacity and no new schedule of improvement is required. The facilities mentioned in the report include: road, sewer, solid waste, schools, recreation and outdoor space. It was noted that, due to the city population demographics and land availability compared to the level of service standards, there is currently no need for additional amenities.

**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

Attorney Waters instructed the commission that no action was required unless a commissioner would like to act on one of the petitions. A memo from Attorney Becky Vose regarding the Petition IV was read for the record.

**10. CITY ATTORNEY COMMENTS**

There were no additional comments from the City Attorney.

**11. CITY MANAGER COMMENTS**

City Manager Michael Fowler explained that staff had initiated a review of internal policies. All the departments have audited their purchasing cards and there was no misconduct found. Public Safety had a spot inspection by juvenile justice and received a perfect score. The sewer repair is now complete near Perry's and all traffic lanes are open. He noted that he had recently met with the sewer department and toured the facilities and was very impressed with the cleanliness and organization. Staff is keeping tabs on the future legislation and possible elimination of property taxes. As part of the strategic plan that was updated earlier in the year, staff would like to prepare an RFP for an Economic Development Plan. The commission agreed by a consensus vote.

**12. COMMISSION COMMENTS:**

Mayor Miller announced that the city was awarded a Transform 386 grant for a stormwater project from the County of Volusia. She announced upcoming holiday events and reiterated that the City Commission granted all city employees an extra holiday with pay for December 26th. Comm. Card explained that he had stopped by three new businesses, but they were all closed. The businesses

were a laundromat, wine store and the Palma House Restaurant. The City Commission wished everyone Happy Holiday and looked forward to the new year.

**13. AUDIENCE REMARKS/PUBLIC COMMENTS:**

There were no audience comments at the meeting.

**14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

Mayor Miller requested a calendar of meeting dates for 2026.

**15. ADJOURNMENT:**

The meeting ended at 7:09 pm.

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**MAYOR  
NANCY MILLER**

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**INTERIM CITY MANAGER  
MICHAEL FOWLER**

**ATTEST:**

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**CITY CLERK, CHERI SCHWAB**



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Joanne Sweeney, Admin Asst

**SUBJECT:** Public Safety November monthly report

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:** 1. November 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 NOVEMBER 2025**

	Nov-25	25/YTD	Nov-24	24/YTD
<i>Police Related Calls</i>	1,572	25,726	2,783	20,635
<i>Fire Related Calls</i>	95	918	59	762
<i>Rescue Related Calls</i>	42	690	63	1,019
<i>Fire Related Alarms Sounding</i>	8	240	13	263
<i>Traffic Citations</i>	114	2,242	181	1,938
<i>Written Warnings</i>	44	893	115	1,275
<i>Building Inspections</i>	42	702	41	540
<i>Arrests: Adults</i>	34	336	21	279
<i>Juveniles</i>	1	6	0	4
<i>City Ordinance Charges</i>	1	6	1	5
<i>Florida State Statute Charges</i>	40	395	21	325
<i>Accidents: Total</i>	11	196	11	156
<i>Street/Highway</i>	6	78	8	65
<i>Parking Lot</i>	5	108	3	64

**Mark Swanson, Interim Public Safety Director**

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**NOVEMBER 2025 STATISTICS**

<b>FIRE CALLS</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>PRIOR YEAR</b>
STRUCTURE FIRES	0	0	4
HAZARDOUS CONDITIONS	2	26	43
VEHICLE FIRES	0	1	1
BOAT FIRES	0	0	1
OTHER FIRES NOT LISTED	1	9	12
VEHICLE CRASHES W/ENGINE RESPONSE	0	10	10
SERVICE CALLS	69	611	574
FIRE ALARMS	8	192	267
CANCELLED EN ROUTE	23	124	160
<b>TOTALS</b>	<b>103</b>	<b>973</b>	<b>1072</b>

<b>INSPECTIONS</b>	<b>CURRENT MONTH</b>		<b>YEAR TO DATE</b>		<b>PRIOR YEAR</b>	
	<b>INITIAL</b>	<b>FOLLOW-UP</b>	<b>INITIAL</b>	<b>FOLLOW-UP</b>	<b>INITIAL</b>	<b>FOLLOW-UP</b>
HIGH RISE	6	4	43	64	60	49
HOTEL/MOTEL	3	0	30	30	35	38
ASSEMBLY	0	0	7	2	1	0
MERCANTILE	5	0	20	20	40	16
RESTAURANT	1	1	12	11	19	9
BUSINESS	3	4	82	35	91	22
OTHER	10	2	136	5	174	2
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	2	41	34	39	32
<b>TOTALS</b>	<b>29</b>	<b>13</b>	<b>371</b>	<b>201</b>	<b>459</b>	<b>168</b>

**PLANS EXAMINATION HOURS: 3 HRS**

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**  
**NOVEMBER 2025 STATISTICS**

<b>EMS CALLS</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>PRIOR YEAR</b>
<b>ALS CALLS</b>	16	237	452
<b>BLS CALLS</b>	26	404	424
<b>TOTALS</b>	42	641	876



**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 November 2025*

<i>Norman Medders</i>	<i>11/3</i>	<i>Advanced Marijuana Impaired Driving-online</i>
<i>Peyton Carmin Enrique Rosario</i>	<i>11/4-5</i>	<i>Sims Instructor Edgewater PD</i>
<i>Molly Mowen</i>	<i>11/10</i>	<i>Breath Test Refresher</i>
<i>Whitney Egan</i>	<i>11/12-13</i>	<i>Financial Crimes DSC</i>
<i>Jacob Smith Trevor Raylean</i>	<i>11/12-14</i>	<i>Trauma Care Course Hollywood</i>
<i>Glenn Ingerman</i>	<i>11/12-13</i>	<i>Breath Test Operator DSC</i>
<i>Gary Malphurs</i>	<i>11/17-20</i>	<i>Advanced Surveillance Tecvhniques-DSC</i>
<i>Ryan Mowen</i>	<i>11/17-19</i>	<i>G-300 Incident Command Tavares</i>
<i>Rachel Rizza</i>	<i>11/20</i>	<i>FIBRS training Tavares</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 NOVEMBER 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:**

<b>Install outlet box &amp; jump box</b>	<b>veh #211</b>
<b>Install outlet box &amp; jump box</b>	<b>veh #212</b>
<b>Replace tensioner pulley &amp; drive belt</b>	<b>veh #176</b>
<b>Replace wiper blades</b>	<b>veh #176</b>
<b>Replace tensioner puller &amp; drive belt</b>	<b>veh #179</b>
<b>Replace wiper blades</b>	<b>veh #179</b>
<b>Replace wiper blades</b>	<b>veh #191</b>



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Stewart Cruz, Community Services Director

**SUBJECT:** Community Services Department Monthly Report - November 2025

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

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

# COMMUNITY SERVICE DEPARTMENT PUBLIC WORKS & SEWER DIVISIONS MONTHLY REPORT - NOVEMBER 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: Started setting up Holiday decorations, assisted with set up and break down for the community cookout, assisted with set up and break down for yard sale event, threw out broken patio furniture, organized back storage room, fixed and cleaned vacuum cleaner, continued AC issues and repairs, continued alarm issues and repairs, investigated burn smell (which was determined to be first day of heaters use), assessed tennis area bathroom locks which needed replacement.

- Public Safety: Started installing Holiday decorations, continued AC issues and repairs, washed down the bay doors, extended drainpipes for the ice machine over the sidewalk, assisted with hanging new photos, moved a bookshelf, met with floor installer to find out why the tiles were pulling up, met with Overhead Door for bay door repairs
- City Hall: Started putting out Holiday decorations, supervised elevator repair, supervised new AC coil install, built the new desk and filing cabinet for the 3<sup>rd</sup> floor, replaced a lock on a 1<sup>st</sup> floor bathroom
- Facility: Continued pressure washing curbs and sidewalks on Oceans West Boulevard

#### Electrician:

- Electrical Locates: 26
- Trenched 200' of conduit at the tennis courts for IT's new cameras
- Assisted IT installing new tennis court cameras
- Installed and removed temporary green lighting for Veteran's Day at the Community Center, City Hall and Public Safety
- Replaced more lamps at Public Safety, stairwells, 2<sup>nd</sup> and 1<sup>st</sup> floor
- Wired a new pump motor at Station 3
- Repaired conduit by tennis Court 4 that had been cut
- Troubleshoot tennis Court 5 camera not working, still in progress
- Continued working on decorative pole power for decorations
- Prepped 40' pole at Station 1 for replacement
- Prepped pole and area at 2847 S. Atlantic Ave for pole replacement

#### **PARKS / STREETS DIVISION:**

This division has twelve maintenance positions, one custodial position, four street maintenance positions and seven park maintenance positions. For this month, the division was down three park maintenance positions.

### Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, 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:

- Began putting up Holiday decorations at city buildings, parks and street banners
- Repaired potholes and washouts around Florida Shores Boulevard and Botefuhr Road
- Replaced city emblem on city entrance sign
- Picked up new grills as Home Depot and assembled
- Put up patriotic banners on decorative street poles
- Set up and broke down for the community cookout
- Installed Holiday banners on decorative street poles
- Set up and broke down for the yard sale event
- Built a desk and bookshelf for new Community Information Coordinator
- Hung the Public Safety Department ground breaking shovel
- Rebuilt the ramp by the shower at Fornari Park
- Picked up NIFTY Lift from repair shop in Tampa
- Replaced basketball net and swing at McElroy 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 – 31
- Sewer credit meter read – 1
- Changed out low level float at station 4
- Pressure washed and started painting station 3 and 4
- Fixed broken cleanout at City Hall
- Supervised sewer lateral repair at 2209 S. Atlantic
- Cut back trees and branches around sewer manholes in 2700-2800 block of Atlantic
- Fixed broken manhole lid at 2805 S. Atlantic

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

## Planning Division

### Site Plans - Submittals and Approvals:

- Submitted this Month: 1
- Submitted this Fiscal Year: 1
- 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
Lavigne Residence	2937 South Atlantic Avenue, Unit 608	11/3	Install 3.5 Ton Water to air heat pump package unit	\$12,488.00	\$147.90
High Tide Kitchen	3344 South Atlantic Avenue	11/3	Install self-adhering cap sheet over ISO board	\$21,076.61	\$226.72
LaMer Condo	3255 South Atlantic Avenue	11/4	Building concrete restoration	\$1,133,546.13	\$10,830.13
Buchanan Residence	2515 South Atlantic Avenue, Unit 804	11/4	Install 4 motorized rolldown hurricane shutters	\$16,920.00	\$188.37
Langenbrunner Residence	2515 South Atlantic Avenue, Unit 805	11/4	Install 4 motorized rolldown hurricane shutters	\$15,200.00	\$172.51
Dollar General	2112 South Atlantic Avenue	11/6	Install cupola, replace gutter, downspout, soffit, fascia	\$58,182.00	\$579.22
Castaways Beach Resort	2043 South Atlantic Avenue	11/6	Overlay asphalt surface, restripe pavement	\$148,800.00	\$1,443.04
Brown Residence	2967 South Atlantic Avenue, Unit 1405	11/6	Remodel kitchen and guest bathroom	\$45,000.00	\$453.56
Oceans Five Condo	2987 South Atlantic Avenue	11/7	Recoat pool deck, north parking decks, mezzanine	\$654,000.00	\$6,258.86
Hampton Inn	3135 South Atlantic Avenue	11/10	Replace 4 equal storefront windows	\$14,482.00	\$165.89
Marjan Residence	2937 South Atlantic Avenue, Unit 1603	11/10	Replace 6 sliding glass doors	\$52,000.00	\$520.29

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Harms Residence	2937 South Atlantic Avenue, Unit 705	11/10	Replace 2 sliding glass doors	\$17,900.00	\$197.42
Oceans Five Condo	2987 South Atlantic Avenue	11/10	Install acoustical ceiling tile grid system on 1 <sup>st</sup> floor	\$24,000.00	\$253.69
Schultejans Residence	2403 South Atlantic Avenue, Unit 406	11/10	Change out 2.5 ton vertical straight cool system	\$12,602.00	\$148.91
Oceans Grand Condo	2 Oceans West Boulevard	11/10	Install wind vented roof system, upper & lower roof	\$743,821.00	\$5,905.51
Vaughn Residence	2937 South Atlantic Avenue, Unit 1908	11/10	Replace 3 sliding glass doors	\$26,850.00	\$280.54
Aku Tiki Resort	2225 South Atlantic Avenue	11/12	Replace 5 ton HVAC system	\$10,500.00	\$130.00
Oceans West One Condo	1 Oceans West Boulevard	11/14	Parking garage post tension strand replacement	\$7,280,000.00	\$69,421.20
Murphy Residence	2855 South Atlantic Avenue, Unit 103	11/14	Install 10 motorized rolldown hurricane shutters	\$49,038.00	\$492.06
MAX Daytona	1901 South Atlantic Avenue	11/17	Repair stucco	\$20,109.96	\$217.80
Dolphin Beach Club	3355 South Atlantic Avenue	11/17	Reconstruct damaged beach stairs, replace aluminum rail	\$25,000.00	\$262.91
Surrency Residence	2425 South Atlantic Avenue	11/17	Replace 3 windows and 5 sliding glass doors	\$38,836.00	\$394.82
Roberts Residence	2741 South Atlantic Avenue	11/17	Plumbing for new addition attached garage	\$18,800.00	\$137.80
County of Volusia	118 Dunlawton Boulevard	11/18	Replace 3 garage doors on North elevation	\$24,895.00	\$261.95
Roberts Residence	2741 South Atlantic Avenue	11/18	Construct a garage/guest room addition	\$390,000.00	\$3,742.28
Wanko Residence	3311 South Atlantic Avenue, Unit 1704	11/18	Replace 13 windows, size for size	\$15,669.47	\$177.12
Neeley Residence	2055 South Atlantic Avenue, Unit 1602	11/18	Install 1 motorized roll down hurricane shutters	\$50,093.00	\$502.12
Seton Residence	2967 South Atlantic Avenue, Unit 1407	11/19	Tub to shower conversion, new kitchen cabinets, vanity	\$142,000.00	\$1,378.22
Curran Shores South	3641 South Atlantic Avenue	11/19	Install masonry pool stairs	\$30,000.00	\$310.58
Oceans Terrace Club	3800 South Atlantic Avenue	11/19	Replace tennis court fence	\$20,000.00	\$211.50
Register Residence	3038 South Peninsula Drive	11/19	Replace 5 ton HVAC system	\$14,611.98	\$167.09
Smalbein Residence	2747 South Atlantic Avenue	11/19	Replace 3.5 ton HVAC system	\$11,133.17	\$135.70
Pollex Residence	2545 South Atlantic Avenue, Unit 806	11/19	Tub to shower conversion, fireplace in living room	\$10,750.00	\$132.25
Gill Residence	3703 South Atlantic Avenue, Unit 805	11/21	Install 2 motorized rolldown hurricane shutters	\$11,103.00	\$135.43
Oliver Residence	2937 South Atlantic Avenue, Unit 801	11/21	Replace 4 sliding glass doors	\$38,850.00	\$366.35

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Behl Residence	3 Oceans West Boulevard, Unit 3D3	11/21	HVAC full system change out	\$11,948.00	\$143.03
RPL Real Estate	3703 South Atlantic Avenue, Unit 504	11/24	New countertops, remodel 2 bathrooms, kitchen island	\$36,860.00	\$375.97
Briggs Residence	1909 South Atlantic Avenue, Unit 524	11/25	Partial drywall replacement in kitchen and bathroom	\$10,000.00	\$347.00
Estevez Residence	3047 South Atlantic Avenue, Unit 405	11/25	Install 5 motorized rolldown hurricane shutters	\$22,600.00	\$240.77
McDaniel Residence	3047 South Atlantic Avenue, Unit 1004	11/25	Install 4 motorized rolldown hurricane shutters	\$16,800.00	\$187.27
Castillo Residence	3047 South Atlantic Avenue, Unit 605	11/25	Install 5 motorized rolldown hurricane shutters	\$22,750.00	\$242.16
Horsey Residence	3047 South Atlantic Avenue, Unit 1005	11/25	Install 5 motorized rolldown hurricane shutters	\$19,675.00	\$213.79
Frankovich Residence	3047 South Atlantic Avenue, Unit 2002	11/25	Install 5 motorized rolldown hurricane shutters	\$23,800.00	\$251.84
Lievertz Residence	115 Florida Shores Boulevard	11/26	Change out 4 ton A/C system	\$11,695.00	\$140.76
<b>TOTALS</b>	<b>WORK ADDRESS</b>	<b>DATE</b>	<b>WORK DESCRIPTION</b>	<b>\$11,371,385.32</b>	<b>\$108,492.33</b>

### Building Division Revenue by Permit Category:

PERMIT TYPE	NOVEMBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	NOVEMBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
BUILDING	\$110,295.35	\$124,474.75	\$9,862.28	\$26,420.47
ROOF	\$6,344.38	\$12,814.16	\$980.22	\$1,821.28
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$2,386.00	\$6,050.92	\$2,526.24	\$6,012.89
MECHANICAL	\$1,966.15	\$8,676.16	\$6,281.29	\$12,833.22
PLUMBING	\$2,001.80	\$5,081.11	\$2,253.50	\$4,198.51
SIGN	\$56.00	\$312.00	\$54.50	\$54.50
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$515.06	\$643.10	\$204.00	\$400.50
DEVELOPMENT FEES	\$0.00	\$50.00	\$245.00	\$685.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$123,564.74</b>	<b>\$158,102.20</b>	<b>\$22,407.03</b>	<b>\$52,426.37</b>

### Building Division Activities:

ACTIVITY	NOVEMBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	NOVEMBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
INSPECTIONS	{237} + [0] = 237	577	{256} + [12] = 268	466
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{170} + [0] = 170	427	{165} + [10] = 175	339
FAILED INSPECTIONS	{16} + [0] = 16	41	{23} + [1] = 24	35

**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: \$13,539,277.09

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  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Lory Irwin, Finance Director

**SUBJECT:** November 2025 Executive Financial Report

**SYNOPSIS:**

YTD revenues for November total \$2.365 million with \$1.1 million from ad valorem tax revenue; expenses total \$2.45 million. The city is inline with the current budget. Investments in United State Treasuries total \$26.2 million with cash totaling \$11.8 million. Cash reserves are budgeted based on capital project needs. The city has a capital budget of \$29.7 million which is mainly city sewer renovations.

**FISCAL IMPACT STATEMENT:**

YTD Budgeted Report.

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:** 1. MBR 25-26 Pd 02

# EXECUTIVE SUMMARY

## Month Ending November, 2025

November, 2025

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$2,365,652	\$2,490,621	(\$124,969)	-5%
<b>General Fund Sub-Total</b>	<b>\$2,365,652</b>	<b>\$2,490,621</b>	<b>(\$124,969)</b>	<b>-5%</b>
Sewer Fund Operations	\$325,599	\$460,830	(\$135,231)	-42%
Sewer Fund Restricted Impact Fee	\$1,661	\$0	\$1,661	100%
<b>Sewer Fund Sub-Total</b>	<b>\$327,260</b>	<b>\$460,830</b>	<b>(\$133,570)</b>	<b>-41%</b>
<b>TOTAL ALL FUNDS FISCAL YTD</b>	<b>\$2,692,912</b>	<b>\$2,951,452</b>	<b>(\$258,539)</b>	<b>-10%</b>

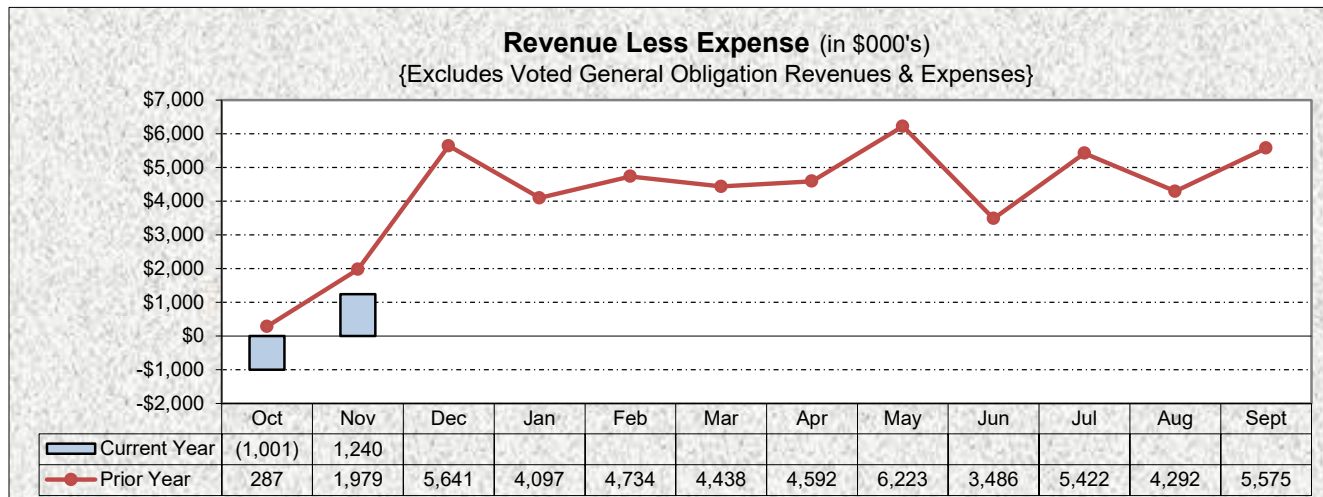
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$25,377,338	\$24,585,735	\$791,603	3%
Sewer Fund	\$11,953,727	\$11,867,258	\$86,469	1%
<b>Sub-Total Operating Funds</b>	<b>\$37,331,065</b>	<b>\$36,452,993</b>	<b>\$878,072</b>	<b>2%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$37,331,065</b>	<b>\$36,452,993</b>	<b>\$878,072</b>	<b>2%</b>

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$108,968	(\$892,406)	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$245,082)	(\$611,755)	
<b>PROJECTED FYE NORMALIZED CASH FLOW</b>	<b>(\$136,114)</b>	<b>(\$1,504,161)</b>	<b>(\$1,640,275)</b>

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

Month Ending November, 2025

NON-G.O. FUNDS	November, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
<b>Revenues ('000s)</b>					
General Fund	\$23,114	\$2,366	\$14,275	(\$11,909)	-83%
General Fund Capital	\$1,287		\$0	\$0	
Utility Fund	\$43,953	\$326	\$2,545	(\$2,219)	-87%
Utility Fund Capital			\$0	\$0	
<b>Total Revenues &amp; Appropriations</b>	<b>\$68,353</b>	<b>\$2,691</b>	<b>\$16,820</b>	<b>(\$14,129)</b>	<b>-84%</b>
<b>Expenses ('000s)</b>					
General Fund Less Capital	\$18,387	\$2,451	\$7,389	(\$4,938)	-67%
General Fund Capital	\$6,013	\$39	\$443	(\$404)	-91%
Utility Fund	\$20,725	\$461	\$1,899	(\$1,438)	-76%
Utility Fund Capital	\$23,228	\$418	\$0	\$418	
<b>Total Expenses &amp; Appropriations</b>	<b>\$68,353</b>	<b>\$3,370</b>	<b>\$9,731</b>	<b>(\$6,780)</b>	<b>-70%</b>
<b>Revenue Less Expense ('000s)</b>					
General Fund	\$0	(\$125)	\$6,443	(\$6,568)	(\$1)
Utility Fund	\$0	(\$553)	\$646	(\$1,199)	-186%
<b>Revenue Less Expense</b>	<b>\$0</b>	<b>(\$678)</b>	<b>\$7,089</b>	<b>(\$7,767)</b>	<b>-110%</b>



**General Fund Detail Budget Report**  
 Month Ending November, 2025

	November, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD	Actual	Vs. Prior Yr. Favorable / (Unfavorable)
<b>Revenues/Sources</b>					
Ad-Valorem Taxes	10,430,400	1,115,819	2,333,936	(1,218,117)	-52.19%
Business Taxes	98,000	74,550	776	73,774	9506.97%
Utility Taxes	1,070,000	105,303	89,154	16,149	18.11%
Permits & Franchise Fees	1,160,500	205,662	118,166	87,496	74.05%
Intergovernmental	2,903,500	25,534	15,986	9,548	59.73%
Donations	-	-	-	-	-
Charges for Services	2,024,100	516,577	479,250	37,327	7.79%
Fines & Forfeitures	105,000	22,370	7,404	14,966	202.13%
Non-G.O Interest	45,000	12,343	100,590	(88,247)	-87.73%
Unrealized Investment G/(L)	450,000	95,619	-	95,619	-
Miscellaneous & Fixed Asset Sales	70,500	7,375	932,063	(924,688)	-99.21%
Internal Services	1,110,400	184,500	209,717	(25,217)	-12.02%
Non G.O. Transfer In-Fund Balance	3,646,400	-	0	-	-
Non-G.O. Gen. Fund Revenue	\$23,113,800	\$ 2,365,652	\$ 4,287,042	\$ (1,921,390)	-44.82%
Non-G.O. CAPITAL Revenue	1,286,500	-	-	0	-
<b>Total Non-G.O. Revenue</b>	<b>24,400,300</b>	<b>2,365,652</b>	<b>4,287,042</b>	<b>(1,921,390)</b>	
<b>Operating Expenditures</b>					
<b>Excluding CAPITAL Expense</b>					
Legislative	203,000	27,053	25,414	1,639	6.45%
Executive	958,200	124,610	130,093	(5,483)	-4.21%
Finance	774,400	100,546	84,271	16,275	19.31%
Legal Counsel	185,100	11,306	10,877	429	3.95%
Comp. Planning	150,600	20,794	20,850	(56)	-0.27%
Information Technology	904,700	261,101	164,852	96,249	58.39%
Other Gov't Services	59,000	-	-	-	-
Public Safety-Admin	1,758,200	253,003	252,732	271	0.11%
Public Safety-Patrol/Rescue/CID	7,125,100	877,547	776,518	101,029	13.01%
Public Safety-Auto Maint.	198,900	29,244	22,996	6,248	27.17%
Public Safety Operations	9,082,200	1,159,794	1,052,246	107,548	10.22%
Building Dept.	649,900	92,568	85,605	6,963	8.13%
Emergency Mgmt - Hurricanes	-	-	-	-	-
Phy. Envir. -- Solid Waste/Recycle	1,671,500	3,739	268,999	(265,260)	-98.61%
Public Works-Admin	543,000	115,425	93,512	21,913	23.43%
Public Works-Bldg. Maint.	644,800	81,805	58,993	22,812	38.67%
Public Works-Streets	958,700	65,049	94,664	(29,615)	-31.28%
Public Works Operations	2,146,500	262,278	247,169	15,109	6.11%
Inventory	-	-	-	-	-
Human Resources	240,000	75,484	-	75,484	-
Parks & Rec	890,400	98,174	77,576	20,598	26.55%
Community Center	629,000	80,080	95,641	(15,561)	-16.27%
Senior Center	-	-	-	-	-
Economic Development Programs	100,000	8,075	1,648	6,427	390.00%
Contingency/Transfers	5,357,600	-	-	-	-
Long-Term Debt	398,200	125,585	155,731	(30,146)	-19.36%
Non-G.O. Operations Expense	24,400,300	2,451,189	2,420,972	30,217	1.25%
Non-G.O. CAPITAL Expense	4,726,500	39,432	47,044	(7,612)	-16.18%
<b>Total Non-G.O. Expense</b>	<b>29,126,800</b>	<b>2,490,621</b>	<b>2,468,016</b>	<b>22,605</b>	<b>0.92%</b>
<b>Non-G.O. Revenue Less Expense</b>	<b>\$ -</b>	<b>\$ (124,969)</b>	<b>\$ 1,819,026</b>	<b>\$ (1,943,995)</b>	<b>-106.87%</b>

## Utility Fund Detail Budget Report

Month Ending November, 2025

Fund 401	November, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
<b>Operations Revenues</b>					
Charges for Services	\$ 4,400,400	\$290,038	\$580,070	(\$290,032)	-50%
Interest	105,000	35,561	24,868	10,693	43%
Grants	22,591,400			0	
Approp. Ret. Earnings & Debt Proc.	16,578,000			0	
Transfer from Fund Balance	\$ 262,000		0	0	
<b>Total Operating Revenues</b>	<b>\$ 43,936,800</b>	<b>\$325,599</b>	<b>\$604,938</b>	<b>(\$279,339)</b>	<b>-7%</b>
<b>Operations Expenditures</b>					
Sewer Operating Incl. Depreciation	\$ 4,130,400	\$460,830	\$446,511	(\$14,319)	-3%
- Less Debt Service Principal [a]	16,578,000		0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	23,228,400		0		
<b>Total Operating Expense</b>	<b>\$ 43,936,800</b>	<b>\$460,830</b>	<b>\$446,511</b>	<b>(\$14,319)</b>	<b>-3%</b>
<b>Operations Margin</b>	<b>\$ -</b>	<b>(\$135,231)</b>	<b>\$158,427</b>		
<b>% Gain/(Loss)</b>		<b>-29%</b>	<b>35%</b>		

### Fund 402

<b>Impact Fee Revenues</b>					
Sewer Impact Fees	\$ 16,000	\$ 1,642	\$1,717	(\$75)	-4%
Impact Fee Interest	100	19	20	(1)	-6%
I.F. Approp. Retained Earnings					
<b>Total Impact Fee Revenue</b>	<b>\$ 16,100</b>	<b>\$ 1,661</b>	<b>\$ 1,737</b>	<b>\$ (76)</b>	<b>-4%</b>
<b>Impact Fee Expense</b>					
Sewer Impact Fee Exp	\$ 16,100			\$ -	
<b>Total Impact Fee Expense</b>	<b>\$ 16,100</b>	<b>\$ -</b>	<b>\$0</b>	<b>\$ -</b>	
<b>Impact Fee Margin</b>	<b>\$ -</b>	<b>\$ 1,661</b>	<b>\$ 1,737</b>	<b>\$ (76)</b>	<b>-4%</b>
<b>% Gain/(Loss)</b>		<b>100%</b>	<b>100%</b>		

### TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 43,952,900	\$327,260	\$606,675	(\$279,415)	
TOTAL FUND Expense	\$ 43,952,900	\$460,830	\$446,511	\$14,319	
<b>FUND Revenue Less Expense</b>		<b>(\$133,570)</b>	<b>\$160,164</b>	<b>(\$265,096)</b>	

[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 November, 2025

Department	Description	Budgeted*	Paid
60645 Lease	Lease	1,286,500	-
30100 GF Improvements	Improvements	82,500	39,432
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		
<b>GENERAL FUND TOTAL</b>		<b>6,013,000</b>	<b>39,432</b>
40800 SWR Equipment	Equipment	505,000	132,660
40900 SWR Improvements	Improvements	24,506,700	285,523
	Capital Offset to Depreciation Exp	(25,011,700)	(418,183)
<b>GRAND TOTAL</b>		<b>6,013,000</b>	<b>39,432</b>

**INVESTMENT REPORT**  
Month Ending November, 2025

**Policy Restrictions**

Investment	November, 2025	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	70.2%	Yes
Cash & CDs	CASH			None	29.8%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

**Performance @Period Ending:**

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 636	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 635	4.48%	0%
<b>TOTAL SBA</b>						<b>\$ 1,271</b>		<b>0.0%</b>
U.S. Treasury Bill	912797RY5	12/23/2025	Investment	USGS	General Fund	\$ 1,868,538	2.00%	5%
U.S. Treasury Bill	912797SW8	5/28/2026	Investment	USGS	General Fund	\$ 2,182,936	2.74%	6%
U.S. Treasury Bill	912797SW8	11/29/2024	Investment	USGS	General Fund	\$ 5,943,910	2.74%	16%
U.S. Treasury Bill	912797QS9	12/4/2025	Investment	USGS	General Fund	\$ 4,029,700	1.61%	11%
U.S. Treasury Bill	912797RK5	1/29/2026	Investment	USGS	General Fund	\$ 4,027,696	2.34%	11%
U.S. Treasury Bill	912797RY5	12/23/2025	Investment	USGS	General Fund	\$ 1,870,533	2.00%	5%
U.S. Treasury Bill	912797RU3	2/26/2026	Investment	USGS	Sewer Fund	\$ 1,684,766	2.30%	5%
U.S. Treasury Bill	912797QD2	2/26/2026	Investment	USGS	Sewer Fund	\$ 2,872,668	3.63%	8%
U.S. Treasury Bill	912797QS9	4/16/2026	Investment	USGS	Sewer Fund	\$ 1,726,443	1.61%	5%
<b>TOTAL US TREASURIES</b>						<b>\$ 26,207,189</b>		<b>70.2%</b>
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 8,196,233	0.75%	22%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,845,112	0.75%	5%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,946	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 900,307	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,710	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,960	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
<b>TOTAL BANKS</b>						<b>\$ 11,122,605</b>		<b>29.8%</b>

<b>TOTAL CURRENT VALUE @ PERIOD END</b>	<b>\$37,331,065</b>
<b>WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH</b>	<b>1.7042%</b>

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
General Fund (excl. G.O. Funds)	\$ 25,377,338	\$ 23,894,787	\$ 26,928,469	\$ 24,129,394
Sewer Fund	\$ 11,953,727	\$ 12,896,756	\$ 11,746,176	\$ 12,401,975
<b>TOTAL</b>	<b>\$ 37,331,065</b>	<b>\$ 36,791,543</b>	<b>\$ 38,674,645</b>	<b>\$ 36,531,369</b>
Percent Change for Current	N/A	1.5%	-3.5%	2.2%

**Month Ending November, 2025**  
November, 2025

<b>GENERAL FUND</b>						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)		4.15%	\$ 636		\$26
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 8,196,233		\$61,472
	<i>Includes Contraband Pool Cash</i>			\$ 45,552		\$0
	<i>Includes Economic Development Cash</i>			\$ 524,796		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 1,499,946		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,722,174)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,960	0.15%	\$ 36,960	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$900,307	0.75%	\$ 900,307	-	\$6,752
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (197,740)		\$0
	CD (5936)	\$110,336	1.85%	\$ 110,336	\$0	\$2,041
JP Morgan	US Treasury Securities	\$18,028,834	2.32%	\$ 18,052,779	\$23,945	\$418,537
<b>ALL GENERAL FUND</b>			<b>1.86%</b>	<b>\$ 25,377,338</b>	<b>\$23,945</b>	<b>\$488,884</b>
				<b>PRIOR MONTH</b>	<b>\$ 23,894,787</b>	

<b>SEWER OPERATING</b>						
SBA	Investment (032)	\$635	4.15%	\$ 635	\$0	\$26
BoA	Sewer Operating Fund (4319)	\$1,845,112	0.75%	\$ 1,845,112		\$13,838
Seacoast	Cash (4966)	\$22,710	0.15%	\$ 22,710	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,844,724		\$0
JP Morgan	US Treasury Securities	\$8,085,134	2.54%	\$ 8,154,410	\$69,276	\$205,749
<b>ALL SEWER OPERATING FUND</b>			<b>2.90%</b>	<b>\$ 11,867,591</b>	<b>\$69,276</b>	<b>\$219,648</b>
				<b>PRIOR MONTH</b>	<b>\$ 12,812,271</b>	

<b>SEWER IMPACT FEES (Restricted)</b>						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 10,946		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 75,190		\$0
<b>ALL SEWER IMPACT</b>			<b>0.10%</b>	<b>\$ 86,136</b>	<b>\$0</b>	<b>\$82</b>
				<b>PRIOR MONTH</b>	<b>\$ 84,485</b>	

<b>ALL FUNDS</b>			<b>1.90%</b>	<b>\$ 37,331,065</b>	<b>\$93,221</b>	<b>\$708,614</b>
				<b>PRIOR MONTH</b>	<b>\$ 36,791,543</b>	
				<b>MONTHLY CHANGE</b>	<b>\$ 539,522</b>	
				<b>MONTHLY CHANGE %</b>	<b>1.5%</b>	

**Month Ending November, 2025**

November, 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)	912797RY5	11/28/25	12/23/25	\$ 1,873,000		\$ 1,868,084	2.00%	\$ 1,868,538	\$ 454		\$ 4,916
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	\$ 2,223,000		\$ 2,182,903	2.74%	\$ 2,182,936	\$ 33		\$ 40,097
J.P.Morgan	US Treasury Bill (1-month)	912797QS9	11/04/25	12/04/25	\$ 4,031,000		\$ 4,018,338	1.61%	\$ 4,029,700	\$ 11,362		\$ 12,662
J.P.Morgan	US Treasury Bill (3-month)	912797RK5	10/30/25	01/29/26	\$ 4,053,000		\$ 4,015,687	2.34%	\$ 4,027,696	\$ 12,008		\$ 37,313
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	\$ 6,053,000		\$ 5,943,821	2.74%	\$ 5,943,910	\$ 89		\$ 109,179
<b>ALL GENERAL FUND</b>					<b>\$ 18,233,000</b>		<b>\$ 18,028,834</b>		<b>\$ 18,052,779</b>	<b>\$ 23,945</b>	<b>\$ -</b>	<b>\$ 204,166</b>
									PRIOR MONTH	\$ 18,005,216		2.32%
SEWER FUND												
J.P.Morgan	US Treasury Bill (3-month)	912797RU3	11/28/25	02/26/26	\$ 1,700,000		\$ 1,684,381	2.30%	\$ 1,684,766	\$ 385		\$ 15,619
J.P.Morgan	US Treasury Bill (1-month)	912797RY5	11/28/25	12/23/25	\$ 1,875,000		\$ 1,870,079	2.00%	\$ 1,870,533	\$ 454		\$ 4,921
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	\$ 2,913,000		\$ 2,809,099	3.63%	\$ 2,872,668	\$ 63,569		\$ 103,901
J.P.Morgan	US Treasury Bill (1-month)	912797QS9	11/04/25	12/04/25	\$ 1,727,000		\$ 1,721,575	1.61%	\$ 1,726,443	\$ 4,868		\$ 5,425
<b>ALL SEWER OPERATING FUND</b>					<b>\$ 8,215,000</b>		<b>\$ 8,085,134</b>		<b>\$ 8,154,410</b>	<b>\$ 69,276</b>		<b>\$ 129,866</b>
									PRIOR MONTH	\$ 8,132,088		2.54%
<b>ALL FUNDS</b>					<b>\$ 26,448,000</b>		<b>\$ 26,113,968</b>		<b>\$ 26,207,189</b>	<b>\$ 93,221</b>		<b>\$ 239,032</b>
									PRIOR MONTH	\$ 26,137,305		
									MONTHLY CHANGE	\$ 69,885		
									MONTHLY CHANGE %	0.3%		



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:**  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Approval of Law Enforcement Immigration Grant Award

**SYNOPSIS:**

The Department of Public Safety was awarded a grant in the amount of \$53,750.82 from the State Board of Immigration Enforcement.

**FISCAL IMPACT STATEMENT:**

This item was not included in the fiscal year 25-26 budget.

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

I move to approve the grant award.

**ATTACHMENT:** 1. IG033 - Grant Agreement Award updated contacts

**State Board of Immigration Enforcement  
Local Law Enforcement Immigration Grant Program  
Grant Award Agreement**

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Award Number: IG033  
Participating Agency: Daytona Beach Shores Department of Public Safety  
Grant Activity Period: 02/17/2025 – 06/30/2026  
Award Amount: \$53,750.82  
CSFA Catalog Number: 71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the “Board”) and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work  
Section II: Deliverables  
Section III: Approved Budget  
Section IV: Amendments  
Section V: Data Collection Requirements  
Section VI: Performance Reporting  
Section VII: Financial Reporting and Reimbursement  
Section VIII: Award Contacts  
Section IX: Special Conditions  
Section X: Standard Conditions for State Financial Assistance Awards  
Section XI: Award Signatures

**SECTION I: SCOPE OF WORK**

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.
- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

**SECTION II: DELIVERABLES**

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

**Financial Consequences:** Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – E Deliverable:	The Participating Agency will provide bonus payments to law enforcement officers credentialed as a designated immigration officer (DIO).
Minimum Performance	The officer receiving the bonus must have participated in one or more U.S. Department of Homeland Security at-risk task force operations. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-001) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$9,688.50.
IGP – G Deliverable:	The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.
Minimum Performance	The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency’s own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$31,350.00.
IGP – H Deliverable:	The Participating Agency will provide other services related to the detention and transport of unauthorized aliens and/or other activities related to the 287(g) program as approved by the Board.
Minimum Performance	The Participating Agency shall provide the ancillary services outlined in Section III of this agreement. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$12,712.32.

**SECTION III: APPROVED BUDGET**

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$0.00
IGP-B: Subletting Detention Beds	\$0.00
IGP-C: Transportation on Behalf of ICE	\$0.00
IGP-D: Travel and Lodging for 287(g)	\$0.00
IGP-E: LEO Bonus Payments	\$9,688.50

IGP-F: CO Bonus Payments	\$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$31,350.00
IGP-H: Other Costs Related to Immigration Enforcement	\$12,712.32
<b>TOTAL</b>	<b>\$53,750.82</b>

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-E	LEO Bonus	<p>9 Officers x \$1,000 (per officer) = \$9,000 Employee FICA: 7.65% = \$688.50</p> <p>Direct Cost: \$9,688.50</p> <p>Per program statute, the bonus payments can only cover the employee FICA percentage.</p>	\$9,688.50
IGP-G	Rapid ID Devices	<p>Daytona Beach Shores Department of Public Safety is requesting funds to purchase six Rapid ID devices. The Rapid ID devices are portable fingerprint scanners that provide real time identification of individuals by accessing state and federal databases, including immigration activities. The devices are critical to officers and will allow officers in the field to quickly verify the identity and legal status of individuals in particular immigration enforcement activities.</p> <p>6 - Rapid ID Devices units at \$5,225 x 6 = \$31,350</p>	\$31,350.00
IGP-H	Overtime Task Force Members	<p>Daytona Beach Shores Department of Public Safety is requesting funds for overtime for approx. 9 officers x approx. 2 - 8-hour task force operations at an approximate OT rate of \$74 - \$110/hour. Overtime is necessary to carry out immigration enforcement duties.</p> <p>Funds will also be requested to reimburse employer-paid benefits associated with the overtime: FICA 7.65%, Retirement 35.19%, Worker's Comp (1.39%)</p> <p>Direct Cost: \$12,712.32</p>	\$12,712.32
<b>TOTAL</b>			<b>\$53,750.82</b>

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board’s determination of acceptable expenditures requested for reimbursement shall be conclusive.

#### **SECTION IV: AMENDMENTS**

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

##### **Non-Monetary Amendments**

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board’s grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

##### **Monetary Amendments**

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board’s grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board’s grant supervisor.

#### **SECTION V: DATA COLLECTION REQUIREMENTS**

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

### **Local Law Enforcement Agency – Individual Data Collection**

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Encounter date and reporting agency information
  - a. Date of the encounter
  - b. Agency Name
  - c. Name and title of Officer reporting the encounter
2. Location of the encounter
  - a. City or unincorporated area
  - b. County
  - c. Address
3. Personal identifying information for the suspected unauthorized alien
  - a. First, middle, last name
  - b. Country of citizenship
  - c. Alien registration number (if applicable)
  - d. Date of birth
  - e. Sex
  - f. Complete street address, city, state, and zip code
  - g. Current telephone number
  - h. Street address for current employer
  - i. Identified or suspected criminal gang affiliation
  - j. Vehicle information (description, registration, license plate)
  - k. Criminal history (Yes or No)
  - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
  - a. Criminal charges list in order of severity
  - b. Information describing whether ICE was contacted during the encounter, if yes:
  - c. Indication if personnel from ICE responded
  - d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck.  
This is not required if a jail facility takes a booking photograph after a criminal arrest.

### **Local Law Enforcement Agency – Summary Data Collection**

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

## **Detention Facility – Summary Data Collection**

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

## **SECTION VI: PERFORMANCE REPORTING**

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

### **IGP-A Immigration Enforcement Training Programs**

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training

6. Material costs associated with completing the training

#### **IGP-B Subletting Detention Beds to Immigration and Customs Enforcement**

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

#### **IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement**

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

#### **IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities**

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

#### **IGP-E Bonus Payments to Law Enforcement Officers**

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

#### **IGP-F Bonus Payments to Corrections Officers**

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

#### **IGP-G Equipment, Hardware and Software**

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable

policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

**IGP-H Other Costs Associated with Immigration Enforcement**

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

**SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT**

All reimbursement requests associated with this award will be managed through the Board’s electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

**Expense Entry**

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

<b>Overtime and Associated Fringe Benefits</b>		
Field Name	Data Required	Example
Salary	Total cost being requested for reimbursement	\$1,473.40
Expense Date	Date Paid (or last date paid if multiple for the month)	03/31/2025
Expense Status	Reviewed	N/A
Payee	Officer Name	John Doe
Description	Description of Activity Dates Work Performed Total Hours x Pay Rate Benefits Breakdown Date(s) Paid	DIO Task Force Operation OT Dates: 03/10/2025, 3/23/2025 10 hours x \$100/hour = \$1,000 FICA = \$1,000 x 7.65% = \$76.50 FRS = \$1,000 x 35.19% = \$351.90 WC = \$1,000 x 4.5% = \$45.00 Paid: 3/17/2025, 3/31/2025
Documentation to Upload	Timesheets OT detail slips (if applicable) Paystub Employer-paid benefit statement (if not clearly shown on paystub)	N/A
<b>Travel Costs and Mileage</b>		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement	\$501.42

Expense Date	Date Traveler Paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Traveler Name	John Doe
Description	Reason Destination(s) Dates of travel Breakdown of associated travel cost	287(g) operation in Orlando, FL Dates: 3/15/2025 – 3/17/2025 Mileage: \$0.445/mile x 147 mi. = \$65.42 Hotel: 2 nights x \$176.50/night = \$353 Meals: \$83
Documentation to Upload	Travel Voucher (Form SBIE-004) and documentation as required by form.	N/A
<b>Subletting Beds to ICE</b>		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$1,960.00
Expense Date	Last day of the reporting month	03/31/2025
Expense Status	Reviewed	N/A
Payee	Participating agency name	Elm County Sheriff's Office
Description	Invoice Period Total number of detainees Total number of bed days Reimbursement Rate	March 2025 # of Detainees = 25 # of Bed Days = 56 Rate = \$35/day
Documentation to Upload	Monthly Bed Day Summary (Form SBIE-005)	N/A

<b>Equipment, Hardware, and/or Software</b>		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$17,500
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Idemia
Description	Item(s) calculation Service Period (if applicable) Method of Payment (check #, ACH, credit care)	(5) Rapid ID devices @ \$3,100 each MDM software @ \$2,000 each (October 2025 – September 2026) Paid with Check # 25985
Documentation to Upload	Purchase Order Invoice Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

<b>Contract Services</b>		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$9,000
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Elm County Sheriff's Office

Description	Short expense description Service Period (if applicable) Item(s) calculation Method of Payment (check #, ACH, credit card)	Software configuration and programming for September 2025 120 hours at \$75/hour Paid by ACH
Documentation to Upload	Purchase Order (if applicable) Invoice Service Log/Documentation Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

**Budget Reporting Period and Payment Requests**

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

#	Period	Due Date	#	Period	Due Date
01	02/17/2025 – 02/28/2025	03/30/2025	10	11/01/2025 – 11/30/2025	12/30/2025
02	03/01/2025 – 03/31/2025	04/30/2025	11	12/01/2025 – 12/31/2025	01/30/2026
03	04/01/2025 – 04/31/2025	05/30/2025	12	01/01/2026 – 01/31/2026	02/28/2026
04	05/01/2025 – 05/31/2025	06/30/2025	13	02/01/2026 – 02/28/2026	03/30/2026
05	06/01/2025 – 06/30/2025	07/30/2025	14	03/01/2026 – 03/31/2026	04/30/2026
06	07/01/2025 – 7/31/2025	08/30/2025	15	04/01/2026 – 04/30/2026	05/30/2026
07	08/01/2025 – 08/31/2025	09/30/2025	16	05/01/2026 – 05/31/2026	06/30/2026
08	09/01/2025 – 09/30/2025	10/30/2025	17	06/01/2026 – 06/30/2026	07/30/2026
09	10/01/2025 – 10/31/2025	11/30/2025	18	Final Reconciliation	08/30/2026

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board’s grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a \$0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

**Payment Request Submission Certification**

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions

of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

“Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year.”

The Board's grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

### **Payment Request Approval and Reimbursement**

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

## **SECTION VIII: AWARD CONTACTS**

Any changes to the individuals identified below must be made in writing.

### **Board's Grant Manager**

Gary Carmichael  
Government Analyst II  
P.O. Box 1489  
Tallahassee, FL 32302-1489  
850-617-1273  
GaryJCarmichael@fdle.state.fl.us

### **Participating Agency Grant Manager**

Kathryn Gotz  
Lieutenant  
3050 South Atlantic Avenue  
Daytona Beach Shores, FL 32118  
386-527-1127  
kgotz@cityofdb.org

**Participating Agency Chief Official**

Mark Swanson  
Interim Director of Public Safety  
3050 South Atlantic Avenue  
Daytona Beach Shores, FL 32118  
386-763-5357  
mswanson@cityofdb.org

**Participating Agency Chief Financial Officer**

Lory Irwin  
Director of Finance  
2990 South Atlantic Avenue  
Daytona Beach Shores, FL 32118  
386-763-5328  
[lirwin@cityofdb.org](mailto:lirwin@cityofdb.org)

**SECTION IX: SPECIAL CONDITIONS**

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined in Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0007	This award contains grant funds to provide bonus payments for qualified law enforcement officers participating in eligible Department of Homeland Security task force activities. The Participating Agency is required to track the eligibility of each officer and the qualifying task force operations each officer participated in. This documentation must be maintained by the Participating Agency and provided upon request.
W0008	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a law enforcement officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-001) for each law enforcement officer receiving the bonus.
S0011	This award contains grant funds for other costs associated with immigration enforcement. The Participating Agency is required to track all costs and associated activities in sufficient detail and maintain appropriate financial documentation. This documentation must be submitted with any payment request for the allowable other costs in the approved award budget.
W0014	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's overtime policy.
S0015	This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. The Participating Agency is required to track immigration-related overtime separately from any other overtime earned. This documentation must be submitted, along with timesheets and paystubs, with any payment request for overtime costs.

W0019	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of Immigration Enforcement. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's procurement policy.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.

**SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS**

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

**1. Governing Laws of the State of Florida:**

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

- A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.
- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, age, or marital status.

- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining and affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.
- G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign and internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state for federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.
- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.
- a. The “Convicted Vendors List” (s. 287.133, F.S.)
  - b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
  - c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
  - d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
  - e. The “Suspended Vendors List” (s. 287.1351, F.S.)
  - f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

## **2. Funding and Payment Considerations**

This agreement is subject to the following funding and payment conditions.

- A. **Funding Requirements:** Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should've been paid, the Participating Agency shall refund the overage to the Board.
- B. **Compensation:** This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.
- C. **Payment Process:** Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.
- D. **EFT Payments:** Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.
- E. **Financial Management:** The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. **Expenditures:** All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- G. **Taxes:** The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. **Invoicing Requirements:** The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- I. **Final Payment Request:** If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the Participating Agency to have forfeited any all rights to reimbursement of the final payment request under this agreement.

- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts  
P.O. Box 1489  
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

### **3. Monitoring and Audit Requirements**

This agreement is subject to the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriate by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.
- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.

- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.
- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30<sup>th</sup> each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.
- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

#### **4. Mandatory Disclosures**

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the

Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

- C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.
- D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

## **5. Public Records Requirements**

This agreement is subject to the following public records related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.
- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the

Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at [publicrecords@fdle.state.fl.us](mailto:publicrecords@fdle.state.fl.us) or via phone to (850) 410-7676.

## **6. Nonexpendable Property**

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.
- E.

## **6. Subcontracts**

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. **Participating Agency Responsibilities:** The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.
- B. **Subcontractor Responsibilities:** Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.
- C. **Subcontractor Agreements:** Agreements with subcontractors performing work under this award shall include, or be amended to include:
  - a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
  - b. Specific deliverables related to the scope of work.
  - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
  - d. The financial consequences that will apply if the minimum level of service is not attained.
  - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
  - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. **Required Documentation:** The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. **Subcontractor Invoices:** Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

## **7. Indemnification**

This agreement is subject to the following indemnification related conditions.

- A. **Limitations of Liability:** The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors in the performance of activities under this agreement and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Participating Agency, its agents, employees, partners, or subcontractors in the performance of activities under this agreement. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property by the Participating Agency. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.
  
- B. **Sovereign Immunity:** Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

## **8. Termination and Force Majeure**

This agreement is subject to the following termination related conditions.

- A. **Corrective Action:** The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
  
- B. **Termination for Cause:** The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or

condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.

- C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.
- D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency may also terminate this agreement by providing a written notice to the Board's grant manager that explicitly states the desire to rescind the agreement, reason for termination, and acknowledges that no further reimbursement will be paid to the Participating Agency under this award.
- E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. The Participating Agency is not entitled to recover any cancellation charges or lost profits. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.
- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an

increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

**SECTION XI: SIGNATURES**

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

**Modifications to this page, including strikeouts, whiteout, etc. are not permitted.**

**Award ID:** IG033

**Award Amount:** \$53,750.82

**Participating Agency  
Daytona Beach Shores Department of Public Safety**

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

**Participating Agency Chief Official**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Mark Swanson, Interim Director of Public Safety

**\*\*\* If using a designee, sign the Chief Official Designee section below\*\*\***

**Participating Agency Chief Official Designee**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**Additional Participating Agency Signatures (optional)**

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**State Board of Immigration Enforcement**

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Stewart Cruz, Community Services Director

**SUBJECT:** Approval of Public Safety Complex HVAC Design/Engineering Independent Contractor's Agreement With Salas O'Brien Florida, Inc. (RFQ2025-10-01)

**SYNOPSIS:**

On December 2, 2025, the City Commission of the City of Daytona Beach Shores approved award of the Public Safety HVAC System Design/Engineering Request for Proposal (RFQ2025-10-01) to Salas O'Brien Florida, Inc. The City Commission also authorized the City Manager to enter into contract negotiations with Salas O'Brien Florida, Inc. to perform the design and other engineering services for the replacement of the outdated HVAC system in question per RFQ2025-10-01. Attached is the executed Independent Contractor's Agreement for the City Commission's consideration. The building official and building maintenance staff have reviewed the engineering firm's proposal and their comments have been addressed. The city attorney has reviewed the agreement (contract) and provided a supplemental agreement. Both the primary agreement and supplemental agreement have been executed by the awardee. The FY2025-2026 Budget earmarked \$800,000 for the total Public Safety HVAC System replacement per RFQ2025-10-01. The total proposed cost of the Public Safety HVAC System Design/Engineering services is \$129,060.

**FISCAL IMPACT STATEMENT:**

This is a budgeted item.

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

1. Approval of the Daytona Beach Shores - Salas O'Brien Florida, Inc. Independent Contractor's Agreement, including the supplemental agreement, for RFQ2025-10-01.

2. Authorization of the Mayor to execute the Daytona Beach Shores - Salas O'Brien Florida, Inc. Independent Contractor's Agreement, including the supplemental agreement, for RFQ2025-10-01.

**SUGGESTED MOTION:**

1. Approval of the Daytona Beach Shores - Salas O'Brien Florida, Inc. Independent Contractor's Agreement, including the supplemental agreement, for RFQ2025-10-01.
2. Authorization of the Mayor to execute the Daytona Beach Shores - Salas O'Brien Florida, Inc. Independent Contractor's Agreement, including the supplemental agreement, for RFQ2025-10-01.

**ATTACHMENT:**

1. Public Safety HVAC Design RFQ-2025-10-01
2. Salas O'Brien Florida-Independent Contractor Agreement-2-20-25-FEMA Language - SOF 20251210 (Signed & Notarized)
3. Supplemental Addendum SALAS O'BRIEN FLORIDA INC (Signed)
4. CDBS Public Safety Building HVAC Replacement and Design Engineering Fee Proposal - Revised (V2)



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Proposal Due Date  
Monday, November 17, 2025

Proposal Due Time  
2:00 p.m. EST

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Project Contact  
Cheri Schwab, City Clerk  
E-mail: [cschwab@cityofdbss.org](mailto: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](mailto: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@cityofdbs.org](mailto:cschwab@cityofdbs.org), by mail at 2990 S. Atlantic Ave., Daytona Beach Shores, FL 32118.**

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

transfer the records to the City.

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

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

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

**3.7 AWARD:** The City reserves the right to award the contract to the respondent(s) that the City deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. In addition, the City has the sole discretion and reserves the right to cancel this RFQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from 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 Contactor claims to be owed by City under a Contract for work performed from the last invoice to the effective date of termination. City shall review such invoice for payment and City shall pay any undisputed amount within thirty (30) days.
- 3.13.14** In the event of termination by the City for non-appropriation, for all items or products ordered by

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

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

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

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

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

**3.15** **CITY LOGO:** The City owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing 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 STATUE SECTION 287.135 AND 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 11.0). Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have

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

**4.0 PROPOSAL REQUIREMENTS:** Firms interested in providing the required professional services shall submit their proposals via the DemandStar On-line system **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](mailto: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](http://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](http://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.

*Page 2 of 2: Hold Harmless Agreement*

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**

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

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

<b>Reference No. 3</b>	
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

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**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 2<sup>nd</sup> 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.

3501 Quadrangle Blvd Suite 100  
Orlando, FL 32817

407.380.0400  
salasobrien.com

- 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: FI1507E2CAH1LOB  
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.

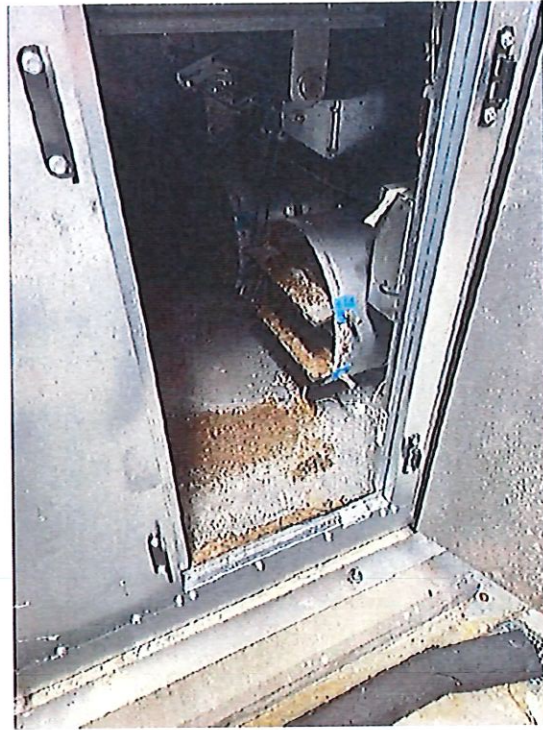
The building staff had noted that the existing air-cooled chiller has been having a series of maintenance issues which included problems with the fans which led to their replacement. The chiller was installed in 2021, which indicates that the previous chiller was in operation for approximately 15 years, 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

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN  
THE CITY OF DAYTONA BEACH SHORES, FLORIDA  
AND SALAS O'BRIEN FLORIDA, INC.**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 29th day of December 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and (Salas O'Brien Florida, Inc.), a Florida Corporation (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 professional engineering 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 #2025-10-01), 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 Gary Wilkerson, 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: Salas O'Brien Florida, Inc, 3501 Quadrangle Blvd, Suite 100, Orlando, FL 32817.
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, personal injury, and advertising injury;
  - 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. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 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 stated in i, ii, iii, except Workers' Compensation, Employer's Liability and Professional Liability. 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 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. **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.
  
- b. **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.
  
- c. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
  
- d. **Discrimination.**
  - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
  - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
  
- e. **Independent contractor.**
  - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the

performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. Subject to any applicable limitation of liability provisions, CONTRACTOR agrees to indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, direct damages, or expenses, including reasonable attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, to the extent proximately caused by CONTRACTOR's negligent performance under this Agreement or by any person under the direct control or supervision of CONTRACTOR, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, direct damages, or expenses to the extent caused by the negligent performance under this Agreement. 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 contest action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding the CITY will have the right to contest, or otherwise protect itself against same. 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. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **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**

- h. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for reasonable attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other

purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
  
- k. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
  
- l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth 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.”

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

“Coercion” means:

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

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

- a. **Non-appropriation.** CITY’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY’s annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The

termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

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

11. **Special Provisions.**

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

**(SIGNATURE PAGE FOLLOWS)**

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

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

**ATTESTED BY:**

**CITY OF DAYTONA BEACH SHORES:**

\_\_\_\_\_  
By: Cheri Schwab, City Clerk

\_\_\_\_\_  
Nancy Miller, Mayor, and Chairperson  
of the City Commission

Seal:

**SALAS O'BRIEN, INC.**

\_\_\_\_\_  
SIGNATURE

Print Name: James H. McConaughy, P.E.

Title: Mechanical Engineer

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of December, 2025, by James H. McConaughy of Salas O'Brien, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced n/a as identification.

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Printed/Typed/Stamped Name of Notary

My commission expires: 07/24/2027

Approved for form and content by:



\_\_\_\_\_  
Vose Law Firm, City Attorney

**CITY OF DAYTONA BEACH SHORES, FLORIDA  
SUPPLEMENTAL EXHIBIT AND RISK ALLOCATION ADDENDUM**

THIS SUPPLEMENTAL EXHIBIT AND RISK ALLOCATION ADDENDUM (“Supplemental Addendum”) is made and entered into by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality (“City”), and SALAS O’BRIEN FLORIDA, INC., (“Contractor”), and shall be deemed effective as of the same date as the Independent Contractor Agreement (“Agreement”) to which this Supplemental Addendum is attached.

WHEREAS, Contractor has submitted a proposal entitled “CDBS Public Safety Building HVAC Replacement and Design – Engineering Fee Proposal” (“Proposal”), which the parties intend to incorporate as an exhibit to the Agreement; and

WHEREAS, the Proposal contains scope, fee, and scheduling information, as well as private-sector contractual terms not intended to govern the City’s contractual rights, remedies, or obligations; and

WHEREAS, the City desires to clarify the limited purpose and enforceability of the Proposal when incorporated into a public contract.

NOW, THEREFORE, the parties agree as follows:

(i) Limited Purpose of Proposal. The Proposal is incorporated into the Agreement solely for the purpose of describing the scope of services, deliverables, schedule, and compensation. Any terms in the Proposal purporting to create contractual obligations, limitations, releases, indemnities, waivers, remedies, or conditions shall have no force or effect except to the extent expressly incorporated into the Agreement or City-approved addenda.

(ii) Supremacy of Agreement and Addenda. In the event of any conflict or inconsistency between the Proposal and the Agreement, the Standard Contract Addendum, this Supplemental Addendum, or any other City-approved addendum, the terms of the Agreement and addenda shall govern and control in all respects.

(iii) Rejection of Liability Caps and Damage Limitations. Any provision in the Proposal that limits the Contractor’s or Design Professional’s liability to a dollar amount, including but not limited to limitation of liability to the amount of fees paid, or that waives or limits damages recoverable by the City, is hereby expressly rejected and shall be void and unenforceable against the City.

(iv) No Waiver or Release of City Claims. Any provision in the Proposal requiring the City to release, exculpate, defend, protect, indemnify, or hold harmless the Contractor or Design Professional, or purporting to relieve the Contractor or Design Professional of liability for negligence, professional errors or omissions, gross negligence, or willful misconduct, is hereby rejected and shall have no force or effect.

(v) Attorneys' Fees and Costs. Notwithstanding any language in the Proposal to the contrary, each party shall bear its own attorneys' fees and costs in any dispute arising out of or related to the Agreement, except as otherwise expressly required by statute.

(vi) Statute of Limitations. Any contractual limitation period contained in the Proposal is rejected. All claims by or against the City shall be governed solely by the applicable statutes of limitation and repose under Florida law.

(vii) Payment Terms; No Interest or No-Offset Provisions. Payment by the City is subject to the City's approval processes, audit rights, budgetary controls, and applicable law. Any provision in the Proposal prohibiting offsets, deductions, or withholding of disputed amounts, or imposing interest, penalties, or finance charges on unpaid invoices, is rejected and shall be of no force or effect unless expressly required by statute.

(viii) Professional Standard of Care Preserved. Nothing in the Proposal shall be construed to diminish or alter the professional standard of care applicable to the Contractor or Design Professional under Florida law, applicable licensing standards, or the Agreement.

(ix) Ownership and Reuse of Documents. The City shall have a perpetual, royalty-free right to use, reproduce, and reuse all plans, specifications, drawings, and documents produced under the Agreement for governmental purposes, including operation, maintenance, repair, renovation, and future improvements to the facility, without additional consent or compensation. Any restriction on reuse or modification contained in the Proposal is rejected as applied to the City.

(x) Notice to Proceed and Termination. The Proposal shall not constitute a notice to proceed or independent agreement. Contractor shall commence services only upon issuance of a written notice to proceed by the City pursuant to the Agreement. Termination rights and compensation upon termination shall be governed exclusively by the Agreement and City-approved addenda.

(xi) Severability. If any provision of this Supplemental Addendum is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Addendum to be effective as of the date of the Agreement.

**ATTESTED BY:**

**CITY OF DAYTONA BEACH SHORES**

\_\_\_\_\_  
By: Cheri Schwab, City Clerk

\_\_\_\_\_  
Nancy Miller, Mayor,

**SALAS O'BRIEN FLORIDA, INC.**

\_\_\_\_\_  
SIGNATURE

Print Name: James H. McConaughy, P.E.

Title: Mechanical Engineer

December 29, 2025

## ENGINEERING FEE PROPOSAL

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

From: James H. McConaughy, P.E.

Reference: Public Safety Building HVAC Replacement and Design  
City of Daytona Beach Shores

Subject: MEP Engineering Fee Proposal – Revised (V2)

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### Background

- 1) The City of Daytona Beach Shores, the Client, will engage Salas O'Brien Florida, Inc., the Engineer and Design Professional, to provide professional engineering design services as outlined below.
- 2) An HVAC study of the existing equipment serving the Public Safety Building was conducted and determined that certain equipment was eligible for replacement based on age and condition. The study outlined two (2) separate phases for replacing equipment, with the more critical and higher priority equipment being replaced in Phase 1, and lower priority equipment being replaced in Phase 2. The City of Daytona Beach Shores has elected to replace the equipment outlined in Phase 1 of the HVAC Study.
- 3) Deliverables to include Construction Documents, Bidding/Permitting assistance, and Construction Period Services.
- 4) The anticipated timeline for design is as follows:
  - a) Initial site visit and delivery of 90% Construction Documents – 7 weeks after notice to proceed.
  - b) Review period for 90% Construction Documents – 2 weeks after delivery of 90% set.
  - c) Response to comments and delivery of 100% Construction Documents (Bid set) – 1 week after receipt of 90% comments.
  - d) Bid period – 30 days
  - e) Delivery of final permit set – 2 weeks after receiving all pre-bid RFIs.
  - f) Construction Period – 8 weeks

### Scope of Work

- 1) The City of Daytona Beach Shores intends to replace the following equipment:
  - a) Existing air cooled chiller (CH-1)
  - b) Two chilled water pumps (P-1 & P-2)
  - c) Two chilled water air handling units (AHU-1 & AHU-2)
  - d) Two electric duct heaters (EDH-1 & EDH-2) associated with AHU-1 & AHU-2 respectively.
  - e) Twenty-seven variable air volume (VAV) terminal units.
- 2) Upgrade the existing building controls system.
- 3) Commissioning Services:
  - a) Act as the Commissioning Authority (CxA) and direct and participate in the commissioning process to assist in verifying that the building's commissioned systems are complete, fully functional, and performing in accordance with the project requirements and design intent.

- b) Our approach is based on ASHRAE Standard 202-2024, ASHRAE Guideline 0-2019, ACG Commissioning Guidelines, the Building Commissioning Association Best Practices document, and Salas O'Brien Commissioning Best Practices.
- 4) Construction Documents are required for permit application and competitive bidding.

#### **Scope of Services**

- 1) Field investigations in the vicinity of the proposed work to review readily observable conditions.
- 2) Preparation of selective demolition drawings for systems directly impacted by the proposed work.
- 3) Heating, ventilation, and air conditioning systems design including provisions for ventilation with outside air, and modifications and additions of air conditioning equipment and systems within the space.
- 4) Preparation of an energy code submittal when required by permit comment.
- 5) Power systems design including modifications or additions to the distribution system.
- 6) Participation in one (1) design review meeting during the design phase.
- 7) Bid period services including interpretation of the Construction Documents, response to contractor questions and the issuing of clarifications to the Construction Documents.
- 8) Construction period services including review of contractor submittals, response to contractor requests for information, and up to one (1) appropriately timed site visit during construction for the review of the Contractor's general compliance with the Construction Documents and one (1) site visit for a final punch list inspection which will include a final punch list report.

#### **Scope of Services (Commissioning)**

- 1) The Commissioning Plan (Cx Plan) establishes the commissioning process guidelines for the project and the commissioning team's level of effort by identifying the commissioning activities necessary for verifying that the OPR and BOD have been met. The Cx Plan also includes a commissioning schedule from design to occupancy. Salas O'Brien will develop and utilize a Cx Plan that will be updated and used throughout the commissioning process. The Cx Plan shall include at a minimum:
  - a) General project information
  - b) Commissioning goals
  - c) Systems to be commissioned
  - d) Commissioning team information
  - e) Commissioning process activities, schedules, and responsibilities
- 2) Conduct a Commissioning Kickoff Meeting with the entire team where Salas O'Brien will review the Commissioning Process and the roles and responsibilities of the team members.
- 3) Review the contractor submittals relative to the systems being commissioned to familiarize ourselves with the building's equipment and systems.
- 4) Establish and maintain a comprehensive Commissioning Issues Log throughout the construction and testing phases. This log will be used to systematically document, track, and manage all issues identified during commissioning activities. Salas O'Brien will oversee the resolution process, coordinating with project stakeholders to ensure that all issues are addressed promptly and effectively, and that final resolution is achieved prior to project closeout.
- 5) Collaborate with the construction team to develop Pre-functional Checklists for the equipment outlined in the Cx Plan. The checklists will be used to verify that the equipment is onsite, properly installed and ready for functional testing.

- 6) Conduct Commissioning Meetings with the Design and Construction Teams as necessary throughout the duration of the project to review progress to date, any commissioning issues, documentation, and reporting. Based on the current schedule, we are anticipating up to five (5) meetings via teleconference.
- 7) Conduct Commissioning Site Observations at key phases of the project as deemed necessary by the CxA. Construction progress and installation will be reviewed, and a Site Observation Report will be submitted after each visit. Based on the current schedule, we are anticipating one (1) site observation.
- 8) Functional Testing:
  - a) Functional Performance Tests (FPT) demonstrate the correct installation and operation of each component, system and system-to-system interface.
  - b) Develop the FPT Procedures for the equipment and systems to be commissioned as outlined in the Cx Plan. These test procedures will provide direction and clear order to the testing process as well as define system pass/fail criteria.
  - c) The FPT's will be carried out by the installing contractors, with Salas O'Brien witnessing and documenting the results.
  - d) Salas O'Brien allocates up to three (3) man-days for functional testing of the MEP systems.
  - e) Evaluate the Functional Test Results to ensure that the commissioned systems are functioning in accordance with the OPR and BOD.
  - f) Salas O'Brien allots a 10% retest factor based on our functional testing duration. For this proposal, that results in 1 days of retesting. Additional testing will be considered outside of the normal scope of services and we will notify the Client in advance of additional testing days and associated costs.
- 9) Develop a Commissioning Report (Cx Report), which will document the commissioning process and test results. At a minimum, the Cx Report will include:
  - a) An Executive Summary with results of the Commissioning Process, including observations, conclusions and any outstanding items
  - b) A Commissioning Issue Log identifying deficiencies discovered during the commissioning process, how they were resolved, and any seasonal testing scheduled for a later date
  - c) System performance test results, including the Pre-Functional Checklists and Functional Test Results
  - d) Commissioning Process Documents
  - e) The Final Cx Plan
- 10) Verification of Training - Systems Operations Training verifies that a training program is developed and provided to the appropriate maintenance staff(s) for the equipment and systems commissioned on the project. The training requirements are specified in the project specifications. Salas O'Brien will verify the training program by performing the following activities:
  - a) Review the goals and objectives.
  - b) Review training agendas, topics and length of instruction, attendance forms.
  - c) Review training materials.

**Basis of Compensation**

- 1) For basic services as defined above:
 

a) Field Investigations and Construction Documents	\$90,700
b) Construction Period Services	\$16,000
c) Commissioning Services	\$22,360
Total Fee	\$129,060
- 2) Observation of work site visit (elec. or mech.). **Add \$850 per discipline per visit.**

- 3) Expenses for travel, meals, long distance telephone, plotting, printing, shipping and delivery will be considered reimbursable and billed at cost.
- 4) The following list of optional additional services, as defined below, are not included within this scope and fee. If any of the items below are desired, the client may request a lump sum fee proposal or authorize the work to proceed with compensation based on the actual hours required billed at the Engineer's current published hourly rates.
- 5) Hourly Rate Schedule

Chief Engineer .....	\$300.00
Principal .....	\$240.00
Project Manager.....	\$240.00
Senior Electrical Engineer .....	\$170.00
Senior Mechanical Engineer .....	\$170.00
Senior Engineering Technician.....	\$125.00
Electrical Engineer .....	\$110.00
Mechanical Engineer.....	\$110.00
Engineering Technician.....	\$80.00
CAD Technician .....	\$65.00
Clerical/Administrative.....	\$45.00

**Optional Services Not Included**

- 1) Design for replacement or modification to any of the equipment outlined in Phase 2 of the HVAC Study.
- 2) Meetings at the Client's office during design or meetings with the Authority Having Jurisdiction for expediting the permitting process.
- 3) Documentation of existing systems and equipment.
- 4) Site electrical design including coordination with the local utility for service, site distribution, parking lot lighting and connection to site amenities when defined by the client.
- 5) Analysis of existing air conditioning equipment capacity, life expectancy or ventilation level.
- 6) Analysis of alternative systems such as lighting systems or air conditioning systems.
- 7) Design of plumbing systems modifications including fixture and equipment selection and specification, piping layout, sizing and riser diagrams for the sanitary and domestic water systems.
- 8) Plumbing design for kitchens, bars, laboratories, or other specialty occupancy.
- 9) Fire protection sprinkler design including layout of sprinkler heads for a coordinated reflected ceiling plan.
- 10) Fire protection sprinkler design including piping design and hydraulic calculations.
- 11) Fire alarm design including provisions for the connection to the building fire alarm system to accommodate the improvements.
- 12) Computer room fire suppression system design.
- 13) Specialty air conditioning system design for processes or intense computer loads.
- 14) Specialty exhaust system designs for grease removal, processes, smoke removal, or fume hoods.
- 15) Design of raceways and conduits for systems including but not limited to telephone, data, and security when the Client defines the start and end points.
- 16) Design for a new utility company service to the building or reconfiguration of the building's main distribution to accommodate increases in the space electrical power capacity.
- 17) Emergency power systems design including generator or uninterruptible power systems.
- 18) Preparation of an electrical overcurrent protective device coordination study.

- 19) Low voltage systems design including wiring, terminations, hubs and utility service coordination.
- 20) Value engineering or cost reduction analysis and drawing modifications.
- 21) Incorporation of Contractor as-built or record drawing markups into the Construction Documents either for record drawings or for resubmission to the Authority Having Jurisdiction.

### **Limitations and Exclusions**

- 1) In general, a minimum of five working days is required for the completion of the Engineer's construction documents after the completion of the interior design documents by the Client.
- 2) Work outside of the demised premises is not included with the exception of electrical service to the building.
- 3) Interior lighting design beyond the removal and reinstallation of lighting fixtures as needed to replace HVAC equipment, ductwork, or other appurtenances.
- 4) Lighting design coordination for the space including coordination of the layout of lighting fixtures selected by the Client and placed in the ceiling grid by the Client.
- 5) Architectural design to accommodate mechanical and electrical revisions and the requirements for permit will need to be provided by others and is not included.
- 6) Structural analysis or design to accommodate mechanical and electrical revisions and the requirements for permit will need to be provided by others and is not included.
- 7) Modifications to adjacent spaces or provisions for capacity for other spaces within the building are not included and will need to be considered as separate tenant improvements.
- 8) No cost estimating is to be provided.
- 9) If changes that affect the mechanical and electrical design occur within five working days of the intended submission, extension of the submission date will be required.
- 10) Modifications to the drawings after the permit application to accommodate changes or additions will need to be considered additional services.
- 11) This project is assumed to be developed in CAD and not BIM software such as Revit. If BIM software such as Revit is required, additional services will be needed to model the MEP related systems in Revit.
- 12) This scope and fee exclude any sustainable design certification such as LEED or FGBC. Additional services will be required to support energy modeling and/or administrative support in obtaining any sustainable design certification.
- 13) Commissioning:
  - a) Scope and fees are based on an estimated substantial completion date by 05/31/2027.
  - b) Smart Building Analytics are excluded from this proposal.
  - c) There is time available in the Pre-Construction schedule to allow for incorporation of the Commissioning Specification into the Construction Specification.
  - d) We include the use of digital photography within our documentation and will require notification if this practice is not acceptable.
  - e) We anticipate that the work will be performed during normal business hours Monday through Friday between 7:00 AM and 6:00 PM. Alternate schedules may require an additional fee.
  - f) We allot a 10% retest factor based on our functional testing duration. For this proposal, that results in 1 days of retesting. Additional testing will be considered outside of the normal scope of services and we will notify the Client in advance of additional testing days and associated costs.

- g) Sampling Policy: Where there are multiple pieces (25 or more) of equipment of the same type such as VAV Terminal Units, Fan Coils, Exhaust Fans, etc., 25% sample testing may be performed. Of the 25% sample, for every failed test, another 10% will be added to the sample size. If failures continue to occur, testing will be suspended until the contractor has verified, in writing, that all equipment and systems are operating as intended.
- h) The equipment and systems commissioned under this scope of work is limited to those mentioned above in the previous section. If additional equipment and systems are to be commissioned, additional service fees will apply.
- i) Our scope and fee assume that all functional testing activities can be performed within a single mobilization/phase. Unless otherwise noted in this proposal, we assume one deployment for testing. If multiple mobilizations are required due to project phasing, site readiness, or inability to access/test all equipment during a single visit, additional fees will apply to cover the added travel and staff time.

#### **Items to be furnished by the Client**

- 1) Electronic background files in PDF, AutoCAD or DXF format.
- 2) Designate a single point of contact for this project with the authority to transmit instruction, receive information, interpret and define policy and make decisions with respect to materials, systems and equipment relative to the consultant's services.

#### **Terms & Conditions**

- 1) Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound rate of one and one-half (1-1/2) percent per month.
- 2) Payments to the Engineer shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Engineer's compensation for any reason unless the Engineer has been found to be legally liable for such amounts.
- 3) If the Client does not engage the Engineer to provide Construction Administration services, then the Engineer shall not be responsible for components of the project, if any, for which shop drawings, product data, or samples are required; or for errors or omissions in the Construction Documents prepared by the Engineer which would have been discovered and corrected by the Engineer had the Engineer been engaged for Construction Administration services. The Client agrees to release the Engineer from and protect against all liability arising out of those matters stated in foregoing sentence to be outside the Engineer's responsibilities.
- 4) The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.
- 5) Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- 6) The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's work or services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain like requirements. Failure by the Client, and the Client's contractors or subcontractors to notify the Engineer, shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 7) Either party may terminate this Agreement by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.
- 8) For services involving the renovation of or modification to existing structures including, but not limited to, the mechanical, electrical, and plumbing systems thereof, the Engineer will rely on his observation of readily observable existing conditions. Although the documented system components of the existing structure to be modified will be analyzed, the actual components of the existing structure cannot be fully determined because the Engineer was not present during fabrication or construction. The Engineer will therefore make recommendations and designs which in the Engineer's opinion will meet the needs of the situation, commensurate with economic constraints, but for which the Engineer can make no assurances that unforeseen conditions which come to light may not require changes in the scope of services or in the design.
- 9) In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.
- 10) In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- 11) It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers, or directors to any person legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suite shall be directed and/or asserted only against the Design Professional, a Florida corporation, and not against any of the Engineer's employees, officers, or directors.
- 12) In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed the Engineer's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

- 13) The Client acknowledges the Engineer's Construction Documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to the Engineer. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising, or allegedly arising, out of any unauthorized reuse or modification of the Construction Documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the Engineer.
- 14) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, or other Construction Documents, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use, or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and cost arising from the sole negligence or willful misconduct of the Engineer.
- 15) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
- 16) All legal actions by either party against the other arising out of, or in any way connected with the services to be performed, hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- 17) The signature of a duly authorized official of the Client may indicate acceptance of a proposal. One signed copy of a proposal returned to the Engineer will serve as an Agreement between the two parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

\_\_\_\_\_  
Client Acceptance Signature

\_\_\_\_\_  
Date



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Lory Irwin, Finance Director  
**PREPARED BY:** Lory Irwin, Finance Director  
**SUBJECT:** Bank of America contract extension through 12/31/2026

**SYNOPSIS:**

The City of Daytona Beach Shores and Bank of America (BOA) entered into a service agreement on September 8, 2005 after the city issued a Request for Proposal (RFP) on June 2005. BOA was the successful bidder. The city and BOA entered into contract extensions in 2010, 2011, 2013, 2016, and 2018.

The city would like to enter into another extension with BOA until December 31, 2026, which would allow the city time to issue a new RFP for banking services.

The new contract extension does allow the city to save approximately 14.84% in monthly banking fees.

Staff would like commission's approval of the contract extension with Bank of America as it would save the city monthly fees and allow the city to issue a new banking services RFP by the end of 2026.

**FISCAL IMPACT STATEMENT:**

The approval of this contract will decrease monthly fees by approximately 14.84%.

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:** 1. BOA Agreement Daytona Beach Shores bank signed

## Amended Agreement for Government Banking Services

This Amended Agreement for Government Banking Services (the "Amended Agreement") is made as of this December 1, 2025, between the City of Daytona Beach Shores (the "Client") and Bank of America, N.A., a national banking association.

WHEREAS, on September 8, 2005, Client and Bank entered into that certain Agreement for Banking Services, as amended, including by that certain Agreement for Government Banking Services dated January 1, 2019 ("Agreement"); and

WHEREAS, the parties wish to enter into this Amended Agreement for the purpose of further amending the Agreement and extending its term.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. **Definitions:** Capitalized terms used but not defined in this Amended Agreement will have the definitions and meanings given to them in the Agreement.
2. **Representations:** Each party represents and warrants to the other party that this Amended Agreement has been duly authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. **Ratification:** All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties, and this Amended Agreement, whose terms shall prevail in the event of any inconsistency with the Agreement, may be executed in counterparts and delivered by fax or other electronic means.
4. **Amendment:**
  - 4.1. **Integrated Agreement:** The entire agreement between the Client and Bank related to the Services shall consist of the documents listed below, together with all attachments, schedules and exhibits described below, which are hereby incorporated, and is referred to collectively as this "Agreement":
    - (i) The terms and conditions set out in this signed Amended Agreement; and
    - (ii) Exhibit A, Bank of America Global Transaction Services Terms and Conditions ("T&C") previously accepted by the Client by signature of the Authorization and Agreement for Treasury Services on August 11, 2004; and
    - (iii) Exhibit B, Fee Schedule.Should there be any uncertainty or disagreement regarding the terms of this Agreement, the above documents constituting the Agreement shall control to resolve such uncertainty or disagreement and shall be consulted in the order of precedence as the documents are set out above beginning with documents of the highest priority.
  - 4.2. **Term:** Notwithstanding the terms of the Agreement that may be to the contrary, including any expiration of the prior term, the Agreement is hereby confirmed as extended from January 1, 2006, through December 31, 2026, unless earlier terminated in accordance with the T&C. The term may be extended by written mutual consent of the parties, subject to the Client submitting in writing to Bank its intent to extend the term no later than 60 days prior to December 31, 2026. The Bank in its sole discretion may terminate or continue providing the Services thereafter, however if the Client continues to utilize the Services without a renewal amendment or other agreement with the Bank first being signed, such Services shall be provided by the Bank in accordance with the then current version of the Global Transaction Services Terms and Conditions available on the Bank's Website until the parties agree in writing otherwise.
  - 4.3. **Notices.** The parties will provide legal notice under this Agreement in writing and send by certified mail, overnight mail, fax, or email to the addresses set forth herein or such other place designated by written notice from one party to the other. Notices will be effective only upon receipt. For the avoidance of doubt, notices and information related to transactions under this Agreement will be made available to the Client in CashPro.

Except as may otherwise be specified in the applicable service-level agreement or set-up forms, notices to Client and Bank shall be sent to the addresses set forth below:

Client:  
The City of Daytona Beach Shores  
Finance Director  
2990 S. Atlantic Ave  
Daytona Beach Shores, FL 32118

Bank:  
Bank of America, N.A.  
Attn: Mary Steward  
9000 Southside Blvd, Bldg 100, Ste 830  
Jacksonville, FL 32256

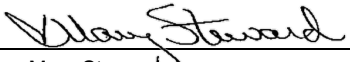
5. Integration: This Amended Agreement represents the entire understanding of Client and Bank as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Amended Agreement. This Amended Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Amended Agreement.
6. Severability: Should any provision of this Amended Agreement be deemed illegal or otherwise unenforceable, that provision shall be severed, and the remainder of this Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement, by their duly authorized officers, as of the date first set forth above.

City of Daytona Beach Shores

Bank of America, N. A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Mary Steward  
Title: SVP; PSB Sr. Client Manager  
Date: 12/05/2025

**Exhibit A - Fee Schedule**  
**DAYTONA BEACH SHORES, FL, CITY OF**



Term: Unit pricing fixed for three years from date of contract signing (est. 12/2025 - 12/2028)

Balance Summary	Balance
AVG POSITIVE LEDGER BALANCE	\$0.00
AVG LEDGER BALANCE	\$0.00
LESS AVG FLOAT	\$0.00
AVG COLLECTED BALANCE	\$0.00
AVG NEGATIVE COLL BALANCE	\$0.00
AVG POSITIVE COLL BALANCE	\$0.00
LESS RESERVES	\$0.00
AVAIL BAL FOR EARNINGS CREDIT	\$0.00
AVAIL BALANCE REQUIRED	\$0.00
NET AVAIL BALANCE	\$0.00
REQ RESERVES ON NET AVAIL BALANCE	\$0.00
DEFICIT COLL BALANCE	\$0.00
AVAIL BAL FOR EARNINGS CREDIT	\$0.00
EARNINGS ON AVAIL BALANCE	\$0.00
LESS TOTAL SERVICE CHARGES	\$565.53
DEFICIT POSITION	(\$565.53)
CURRENT PERIOD SERVICE CHARGE	\$565.53
<b>RATE INFORMATION</b>	
EARNINGS ALLOWANCE RATE	0.00%
RESERVE REQUIREMENT RATE	0.00%
COLLECTED OVERDRAFT INTEREST CHARGE RATE	*see footnote below
MULTIPLIER (POSITIVE COLLECTED BALANCE REQUIRED PER \$1.00 OF SERVICE CHARGE)	0.00

The Earnings Allowance Rate (EAR) on your account is used to calculate your Earnings Allowance, which is based on your average investable balance. Your EAR may vary; and, at our discretion, we may change this rate at any time. When determining the EAR rate, Bank of America considers a number of prevailing market indicators.

The Collected Overdraft Interest Charge Rate on your account is used to calculate your Collected Overdraft Interest Charge, which is based on your negative collected balance. The rate on your account may vary; and, at our discretion, we may change this rate at any time. When determining this rate, Bank of America considers a number of factors and generally bases this rate on our Prime Rate plus a margin. The margin may change from time to time.

The Deposit Bank Assessment factor is applied to the average positive ledger balance of each account on a 'per \$1000' basis. Your Deposit Bank Assessment factor may vary; and, at our discretion, we may change the factor at any time. When determining the Deposit Bank Assessment, Bank of America considers a number of prevailing market indicators.

Pricing shown is subject to change at the Bank's discretion, per the Bank of America Terms and Conditions. Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

AFP Code	Service Description	Volume Range	Monthly Average Units	Unit Price	Service Charge
<b>Depository Services</b>					
010010	INTEREST BEARING ACCOUNT MAINT	1+	3	\$30.0000	\$90.00
01010A	DEBITS POSTED-ELECTRONIC	1+	48	\$0.1000	\$4.80
01010B	CREDITS POSTED-ELECTRONIC	1+	90	\$0.1000	\$9.00
100200	CHECK DEPOSIT-ICL or RDSO	1+	56	\$0.7500	\$42.00
100400	RETURNS-CHARGEBACK	1+	1	\$3.5000	\$3.50
100502	DEPOSIT CORRECTION-NONCASH-RDS	1+	1	\$7.0000	\$7.00
101326	IMAGE DEPOSITED ITEMS-RDSO	1+	404	\$0.0900	\$36.36
150100	GENERAL DISB CKS PAID-IMAGE	1+	102	\$0.1200	\$12.24
150410	STOP PAY AUTOMATED<=12 MONTHS	1+	0	\$4.0000	\$0.00
150410	STOP PAY AUTOMATED>12 MONTHS	1+	0	\$5.0000	\$0.00
<b>Total Depository Services</b>					<b>\$204.90</b>
<b>General ACH Services</b>					
250000	ACH MONTHLY MAINTENANCE	1+	2	\$15.0000	\$30.00
250100	ACH OFF US DEBITS	1+	390	\$0.1000	\$39.00
250100	ACH ON US DEBITS	1+	68	\$0.1000	\$6.80
250100	ACH ON US DEBITS-SAME DAY	1+	14	\$0.1000	\$1.40
250101	ACH OFF US CREDITS	1+	1	\$0.1000	\$0.10
250200	ACH DEBIT RECEIVED ITEM	1+	51	\$0.0000	\$0.00
250201	ACH CREDIT RECEIVED ITEM	1+	88	\$0.0000	\$0.00
250302	ACH RETURN ITEM	1+	4	\$0.7500	\$3.00
250312	ACH UNAUTHORIZED ENTRY	1+	2	\$4.5000	\$9.00
250505	ACH INPUT-ECHANNEL	1+	2	\$7.0000	\$14.00
250640	ACH DELETE-REVERSAL	1+	0	\$20.0000	\$0.00
250704	ACH REPORTS-ELECTRONIC	1+	9	\$0.5000	\$4.50
251070	ACH NOTIF OF CHANGE (NOC)	1+	3	\$0.2500	\$0.75
<b>Total General ACH Services</b>					<b>\$108.55</b>
<b>Wire Transfer</b>					
350000	WIRE MONTHLY SUBSCRIPTION	1+	1	\$10.0000	\$10.00
350103	ELEC WIRE OUT-DOMESTIC	1+	2	\$6.0000	\$12.00
350300	INCOMING DOMESTIC WIRE	1+	2	\$6.0000	\$12.00
350551	CASHPRO GP CUST MNT TMLPT STRG	1+	2	\$0.0000	\$0.00
350551	PH OR STND ORDER TMLPT STORG	1+	1	\$0.0000	\$0.00
<b>Total Wire Transfer</b>					<b>\$34.00</b>
<b>Account Reconciliation</b>					
150030	POSITIVE PAY MAINT- NO RECON	1+	1	\$7.0000	\$7.00
150050	ARP AUTO CHECK RETURN MAINT	1+	2	\$7.0000	\$14.00
150120	POS PAY INPUT ITEMS-NO RECON	1+	102	\$0.0200	\$2.04
150122	PAYEE POSITIVE PAY ISSUE MATCH	1+	102	\$0.0200	\$2.04
150124	PAYEE POSITIVE PAY MAINTENANCE	1+	1	\$8.0000	\$8.00
150301	POSITIVE PAY EXCEPTIONS	1+	0	\$1.0000	\$0.00
150322	POSITIVE PAY RETURN-OTHER	1+	0	\$5.0000	\$0.00
200021	POSITIVE PAY MAINT-PARTIAL	1+	0	\$15.0000	\$0.00
200121	POSITIVE PAY ITEMS-PARTIAL	1+	0	\$0.0200	\$0.00

<b>Total Account Reconciliation</b>				<b>\$33.08</b>	
<b>Information Services</b>					
200305	CASHPRO ARP REPORTS	1+	0	\$2.0000	\$0.00
400052	CASHPRO ONLINE PDR ACCOUNT	1+	3	\$15.0000	\$45.00
400272	CASHPRO ONLINE PDR ITEM	1+	744	\$0.0200	\$14.88
40027Z	CASHPRO ONLINE SUBSCRIPTION	1+	1	\$60.0000	\$60.00
40027Z	CASHPRO REPORTING SUBSCRIPTION	1+	1	\$30.0000	\$30.00
<b>Total Information Services</b>					<b>\$149.88</b>
<b>Remote Deposit Services</b>					
101300	REMOTE DEPOSIT ACCOUNT MAINT	1+	1	\$20.0000	\$20.00
101320	REMOTE DEPOSIT CHK IMAGE PROC	1+	404	\$0.0300	\$12.12
<b>Total Remote Deposit Services</b>					<b>\$32.12</b>
<b>Image</b>					
151350	CASHPRO IMAGE SUBSCRIPTION	1+	1	\$3.0000	\$3.00
15135A	IMAGE ARCHIVE	1+	0	\$0.0000	\$0.00
<b>Total Image</b>					<b>\$3.00</b>
<b>TOTAL ACTIVITY CHARGES</b>					<b>\$565.53</b>
<hr/>					
<b>One Time Service Charges</b>					
<b>Information Services</b>					
014100	CASHPRO TOKEN-PHYSICAL	1+	1	\$50.0000	\$50.00
<b>Total Information Services</b>					<b>\$50.00</b>
<b>TOTAL ONE TIME SERVICE CHARGES</b>					<b>\$50.00</b>

Pricing shown is subject to change at the Bank's discretion, per the Bank of America Terms and Conditions.  
Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

## Disclaimer

"Bank of America" and "BoFA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, derivatives, other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BoFA Securities, Inc. which is a registered broker-dealer and Member of [SIPC](#), and, in other jurisdictions, by locally registered entities. BoFA Securities, Inc. is a registered futures commission merchant with the CFTC and are members of the NFA.  
Investment products offered by Investment Banking Affiliates:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
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**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Gwyn Herstein, City Planner

**SUBJECT:** Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Samsula Waste, Inc.

**SYNOPSIS:**

Complete application submitted to continue as a non-exclusive construction & demolition debris and recyclables removal franchise - Samsula Waste, Inc.

**FISCAL IMPACT STATEMENT:**

No change to current year budget.

**BACKGROUND:**

This will be Samsula Waste, Inc.'s eleventh year as a Daytona Beach Shores non-exclusive franchisee.

**LEGAL REVIEW:**

**RECOMMENDATION:**

Approval.

**SUGGESTED MOTION:**

Approval of the subject franchise renewal application.

**ATTACHMENT:** 1. Samsula Waste, Inc. Non-Exclusive Franchise Application



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

RECEIVED  
 DEC 18 2025  
 BUILDING AND CODES DIVISION  
 CITY OF DAYTONA BEACH SHORES

**NON-EXCLUSIVE FRANCHISE APPLICATION**  
**CONSTRUCTION AND DEMOLITION DEBRIS**  
**AND/OR RECYCLABLES COLLECTION**

Applicant (Business): Samsula Waste Inc.  
 Business Address: 363 S State Road 415 NSB FL 32168  
 Business Phone: (386) 423-6769  
 Authorized Rep. Name & Title: Natasha McDonald / VP/sec.  
 Authorized Rep. Contact Phone: (386) 423-6769

Items Required for Application Submission:

- Application:** completed, signed by applicant, & notarized
- Annual Application/Renewal Fee** of \$1,000.00 *check # 33140*
- Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
  - \$1,000,000.00 for one (1) person injured
  - \$3,000,000.00 for more than one (1) person injured
  - \$3,000,000.00 for property damage
- Performance Bond** in the amount of \$10,500.00.
- Business Tax Receipt:** current, in the company's name *V.C. not required*
- Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

The below statements require the applicant to read and initial the corresponding line:

NM **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

NM

I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

NM

I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

NM

I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

NM

I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

RECEIVED  
DEC 18 2025  
BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

N. McDonald

Signature of Applicant

VP/sec

Type of Authority for Business Named Above (E.g. Officer, Trustee)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15 day of December, 2025, by Natasha McDonald (Name of Person) as VP/sec.. The signer is personally known  or has produced the following identification \_\_\_\_\_.

R. L.

Signature of Notary Public



RIVER LEISSLER  
Notary Public  
State of Florida  
Comm# HH415423  
Expires 6/27/2027

Documentation reviewed as complete by the Community Services Director:

Stewart Cruz on 12-29-25  
Stewart Cruz Date

Approved for City Commission Agenda Inclusion by the City Manager:

Kurt Swartzlander on 12.29.25  
Kurt Swartzlander Date  
I.C.M. Michael Fowler

Action Taken by City Commission on \_\_\_\_\_ - Approved Denied Continued  
Date



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Gwyn Herstein, City Planner

**SUBJECT:** Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Creech Enterprises, Inc., dba Southeast Containers

**SYNOPSIS:**

Complete application submitted to continue as a non-exclusive construction & demolition debris and recyclables removal franchise - Creech Enterprises, Inc., dba Southeast Containers

**FISCAL IMPACT STATEMENT:**

No change to current year budget.

**BACKGROUND:**

This will be Creech Enterprises, Inc., dba Southeast Containers' tenth year as a Daytona Beach Shores non-exclusive franchisee, if approved.

**LEGAL REVIEW:**

**RECOMMENDATION:**

Approval.

**SUGGESTED MOTION:**

Approval of the subject franchise renewal application.

**ATTACHMENT:** 1. Creech Enterprises, Inc., dba Southeast Containers Application



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

**NON-EXCLUSIVE FRANCHISE APPLICATION**  
**CONSTRUCTION AND DEMOLITION DEBRIS**  
**AND/OR RECYCLABLES COLLECTION**

Applicant (Business): Creech Enterprises, Inc. dba Southeast Containers  
 Business Address: 2960 S. Nova Rd, S. Daytona, FL 32119  
 Business Phone: 386-547-4185  
 Authorized Rep. Name & Title: Lowry Creech, V.P.  
 Authorized Rep. Contact Phone: 386-547-4185

Items Required for Application Submission:

- Application:** completed, signed by applicant, & notarized
- Annual Application/Renewal Fee** of \$1,000.00 *check # 1790*
- Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
  - \$1,000,000.00 for one (1) person injured
  - \$3,000,000.00 for more than one (1) person injured
  - \$3,000,000.00 for property damage
- Performance Bond** in the amount of \$10,500.00. *continuation certificate*
- Business Tax Receipt:** current, in the company's name *S.D. 2026*
- Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

The below statements require the applicant to read and initial the corresponding line:

*[Signature]* **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

Q I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

Q I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

Q I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

Q I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

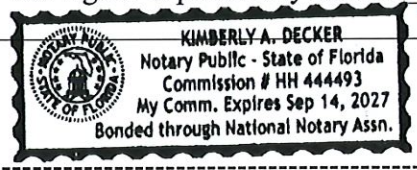
[Signature]  
Signature of Applicant

V.P.  
Type of Authority for Business Named Above (E.g. Officer, Trustee)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization this 9<sup>th</sup> day of December, 2025, by Lowry Creech (Name of Person) as V.P.. The signer is personally known X or has produced the following identification \_\_\_\_\_.

Kimberly A. Decker  
Signature of Notary Public



Documentation reviewed as complete by the Community Services Director:  
Stewart Cruz on 12-29-25  
Stewart Cruz Date

Approved for City Commission Agenda Inclusion by the City Manager:  
[Signature] on 12.29.25  
Kurt Swartzlander Date

Action Taken by City Commission on I.C.M. Michael Fowler - Approved Denied Continued  
Date



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:** Gwyn Herstein, City Planner

**SUBJECT:** Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Fence Service Inc., dba AAA Dumpster Rentals

**SYNOPSIS:**

Complete application submitted to renew a non-exclusive construction & demolition debris and recyclables removal franchise - Fence Service Inc.

**FISCAL IMPACT STATEMENT:**

No change to current budget.

**BACKGROUND:**

This will be Fence Service Inc.'s third year as a Daytona Beach Shores non-exclusive franchisee.

**LEGAL REVIEW:**

**RECOMMENDATION:**

Approval.

**SUGGESTED MOTION:**

Approval.

**ATTACHMENT:** 1. Fence Service Inc.'s Non-Exclusive Franchise Application



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

**RECEIVED**  
**DEC 15 2025**  
 BUILDING AND CODES DIVISION  
 CITY OF DAYTONA BEACH SHORES

**NON-EXCLUSIVE FRANCHISE APPLICATION**  
**CONSTRUCTION AND DEMOLITION DEBRIS**  
**AND/OR RECYCLABLES COLLECTION**

Applicant (Business): Fence Service Inc, DBA: AAP Dumpster Rentals/PSI Roll off Containers  
 Business Address: 901 Orange Avenue, Daytona Beach FL 32114  
 Business Phone: 386-253-4212  
 Authorized Rep. Name & Title: William G. Morrison IV, CEO  
 Authorized Rep. Contact Phone: 386-253-4212

Items Required for Application Submission:

- Application:** completed, signed by applicant, & notarized
- Annual Application/Renewal Fee** of \$1,000.00 *Check# 2659*
- Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
  - \$1,000,000.00 for one (1) person injured
  - \$3,000,000.00 for more than one (1) person injured
  - \$3,000,000.00 for property damage
- Performance Bond** in the amount of \$10,500.00. *Continuation Certificate*
- Business Tax Receipt:** current, in the company's name *D.B. 2026*
- Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

The below statements require the applicant to read and initial the corresponding line:

*W* **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

RECEIVED

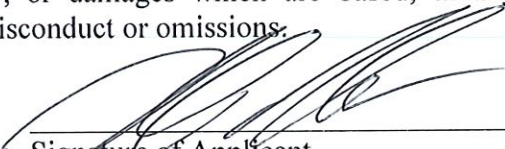
DEC 15 2025  
BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

W I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

W I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

W I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

W I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

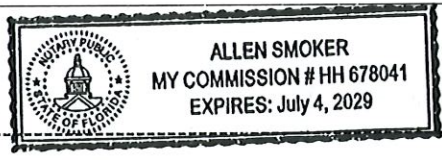
  
\_\_\_\_\_  
Signature of Applicant

CEO -  
\_\_\_\_\_  
Type of Authority for Business Named Above (E.g. Officer, Trustee)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or \_\_\_\_\_ online notarization this 11 day of Dec, 2025, by William Morrison (Name of Person) as CEO. The signer is personally known ✓ or has produced the following identification \_\_\_\_\_.

Allen Smoker  
\_\_\_\_\_  
Signature of Notary Public



Documentation reviewed as complete by the Community Services Director:  
Stewart Cruz on 12-29-25  
Stewart Cruz Date

Approved for City Commission Agenda Inclusion by the City Manager:  
Kurt Swartzlander on 12-29-25  
Kurt Swartzlander Date  
I.C.M. Michael Fowler

Action Taken by City Commission on \_\_\_\_\_ - Approved Denied Continued  
Date



## **CITY COMMISSION AGENDA MEMORANDUM JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Lory Irwin, Finance Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Consideration of City Manager's Contract

### **SYNOPSIS:**

At a special commission meeting held on November 25, 2025, the City Commission approved Vice Mayor Politis to enter into contract negotiations with Interim City Manager Michael Fowler by a 5-0 vote. The proposed contract will request Commission approval of total compensation that is approximately \$8,200 less than the previous City Manager's total compensation. This amount is within the range of current surrounding city manager salary levels.

The proposed contract includes a base salary of \$190,000, a vehicle allowance of \$12,000, and other benefits provided at the same rates offered to all other City employees, including health, dental, and vision insurance, retirement, and personal leave (vacation and sick).

### **FISCAL IMPACT STATEMENT:**

The proposed compensation is within the City's existing budget parameters and consistent with comparable city manager compensation in surrounding municipalities.

### **BACKGROUND:**

Sec. 3.02 of the City of Daytona Beach Shores City Charter governs the appointment of the city manager; "the city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The city manager shall be appointed by a vote of four-fifths of the full commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to contract provisions.

At a special meeting on August 20, 2025, the City Commission appointed Michael Fowler, Public Safety Director, as Interim City Manager as of October 14, 2025, pending permanent appointment to the position. On November 25, 2025, the Commission held a special meeting to discuss recruitment and the possible appointment of a City Manager. Vice Mayor Politis made a motion to enter into contract negotiations with Michael Fowler for the position of City Manager. The motion was approved 5-0. The negotiated contract is scheduled to be presented to the City Commission for consideration at the January 6, 2026, meeting.

**LEGAL REVIEW:**

Section 3.03 of the City Charter governs the compensation of the City Manager and provides that "the city commission shall establish the salary and other benefits of the city manager."

**RECOMMENDATION:**

To approve Michael Fowler as City Manager in accordance with the contract presented.

**SUGGESTED MOTION:**

A City Commissioner may motion:

1. "I move to approve Michael Fowler as City Manager and the contract presented."
2. "I move to approve Michael Fowler as City Manager with the following changes to the contract presented."
3. "I move to deny the appointment."

**ATTACHMENT:** 1. CM contract Proposed - Fowler - 12-30-25

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, is made and entered into on the date provided hereinafter, by and between the **CITY OF DAYTONA BEACH SHORES**, Florida, a municipal corporation, hereinafter referred to as “Employer” or “City”, and **MICHAEL D. FOWLER**, hereinafter referred to as “Employee” or “City Manager”, both hereinafter collectively referred to as “the parties”, and agree as follows:

WITNESSETH:

**WHEREAS**, Employer desires to employ the services of said Employee as City Manager of the City of Daytona Beach Shores as provided for in the Charter of the City of Daytona Beach Shores; and

**WHEREAS**, it is the desire of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

**WHEREAS**, it is the desire of the City to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment; (2) to make possible full work productivity; and (3) to provide a means for terminating Employee's services at such time that Employer may desire to terminate his employment; and

**WHEREAS**, Employee desires to accept employment as City Manager of the City of Daytona Beach Shores;

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

### **Section 1. Powers and Duties of the City Manager.**

A. The City hereby agrees to employ MICHAEL D. FOWLER as City Manager of the City of Daytona Beach Shores to perform the functions and duties specified in Section 3.05 of the City Charter, and to perform other legally permissible and proper duties and functions as the City shall from time-to-time assign, subject to this Agreement. Employment shall commence on January 6, 2025, after the approval of this Agreement by the City Commission.

B. The City Manager shall be the Chief Administrative Officer of the City of Daytona Beach Shores and shall be responsible to the City for the proper administration of all affairs of the City of Daytona Beach Shores as defined in the City Charter.

## **Section 2. Term.**

A. The City Manager shall serve at the pleasure of the City Commission as the governing body for an indefinite term and nothing herein shall be construed to prevent, limit, or otherwise interfere with the right of the City to terminate the services of the City Manager at any time subject only to the provisions of Section 3 of this Agreement, as applicable. All references to the "term" of this Agreement, the use of dates and of time frames shall be construed as goals of the parties and shall not be binding upon either party.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time from his position with Employer. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the City a minimum of 60 calendar days advance notice unless the parties agree otherwise.

C. The City Manager agrees to remain in the exclusive employ of the City of Daytona Beach Shores. The term "employed" however, shall not be construed to include occasional teaching, writing, speaking, or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict with the City Manager's performance of his duties for the Employer, City of Daytona Beach Shores, nor shall such activities be performed during normal business hours without the express approval of the City Commission. In the event overnight travel is required for such non-Employer related business, the City shall be notified in advance.

## **Section 3. Termination and Severance Pay.**

A. In the event the City Manager is terminated by the City Commission as the governing body, then in that event the City agrees to pay the City Manager, a lump sum cash payment equal to twenty (20) weeks of the annual base salary (severance pay). The City Manager shall also be compensated for all earned sick leave, vacation, personal leave, holidays, other accrued time, and benefits to date (severance benefits) calculated at the rate of pay and at the level of accruals in effect upon termination. Accrued benefits shall not continue to accrue after termination.

B. In the event the City Manager voluntarily resigns or is terminated for the following reasons: (1) felony or misdemeanor conviction of any crime involving personal gain to himself; or (2) misconduct as defined in Florida Statutes, Section 443.036 (29), then in that event Employer shall have no obligations to pay the aggregate lump sum severance pay defined in Section 3, Paragraph A. All accrued benefits shall remain payable in full.

C. Should the City Manager be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the City shall have the right to terminate this agreement subject to the severance provisions of Section 3A above. Disabled means because of injury or sickness, Employee cannot perform each of the essential functions of the position after appropriate accommodations have been made by Employer.

## **Section 4. Salary**

A. Employer agrees to pay the City Manager for his services rendered pursuant hereto as City Manager an annual base salary of \$190,000.00, payable in installments at the same time as other employees of the City of Daytona Beach Shores are paid.

B. Employee's base salary shall be increased October 1st of each year in accordance with any increase granted across-the-board to all salaried city employees for any market-based, or cost-of-living wage adjustments (including the existing city merit pay increase plan). In addition, the City agrees to increase the base salary and/or benefits of Employee in such amounts and to such extent as the City Commission determines desirable on the basis of an annual salary and benefits review of Employee which shall be conducted in accordance with Sec. 3.03 of the City Charter. In the event of an increase of salary or benefits under this paragraph, this Agreement shall be deemed amended to reflect the increased salary and/or benefits.

#### **Section 5. Retirement and Deferred Compensation**

A. Employer agrees to pay the Employer's share of the City Manager's participation in the Florida Retirement System (FRS) in the Senior Management Service Classification. The Employee is responsible for any required employee contribution to the FRS plan.

B. When the Employee enters into DROP, the City agrees to pay into a 401A Plan for the Employee the difference between the Employer's share of FRS Senior Management Service Classification and the DROP classification.

#### **Section 6. Insurance Coverages**

The City Manager shall be covered by the same health and dental plans as all other employees. The Employee shall be eligible for spousal and dependents health and dental plans, even if the spouse and/or dependents are eligible for insurance through their employers. Employee shall be responsible for the payment of premiums as all other employees.

#### **Section 7. Automobile**

Employer shall provide a vehicle allowance of \$1,000.00 per month to the City Manager, payable on or about the first paycheck of each month. Said vehicle allowance shall be intended to reimburse him for local travel only, defined as travel within Volusia County. All travel outside of Volusia County shall be reimbursed as per city policy covering all employee travel.

#### **Section 8. Other Benefits.**

All provisions of the City Charter, ordinances, rules and regulations of Employer relating to fringe benefits and working conditions uniformly applicable to City employees as they now exist or hereafter may be amended, shall also apply to the City Manager as they would to the other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the City Manager herein.

A. Vacation Leave – Employee shall be eligible to accrue Vacation Leave at the Employee's current rate and be eligible to receive a payout with no cap on hours upon either resignation or termination.

B. Sick Leave – Employee shall be eligible to accrue sick leave and shall be eligible for all sick leave benefits as described in the city's employee manual. Employee is eligible to receive a payout of any accrued but unused hours upon either resignation or termination.

#### **Section 9. Professional Development.**

Employer agrees to budget for and to pay the professional dues, subscriptions, travel, and subsistence expenses of the City Manager for professional participation and travel, meetings, and occasions adequate to continue his professional development. Said participation on City time to include, but not be limited to the International City/County Management Association, Florida League of Cities, Florida City/County Manager's Association, and such other national, regional, state and local governmental groups and committees, short courses, institutes, and seminars budgeted by the City.

**Section 10. Performance Evaluation.**

The City Commission shall review and evaluate the performance of the City Manager no later than June 1 of each year (beginning in 2026). Said review shall be in accordance with the requirements of the City Charter, Section 3.03.

**Section 11. Liability Insurance.**

- A. The City agrees that Employee shall be insured in the City's general liability insurance program.
- B. Indemnification. Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission is in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either Party. The City will not be required to pay attorney's fees for Employee's independent legal representation that the City deems to be "clearly excessive" as defined in Florida Bar Rule 4-1.5. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available. 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.

**Section 12. General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties. Any amendments to this Agreement must be in writing, approved and executed with the same formality as this original Agreement.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.
- C. This Agreement shall become effective January 6, 2026, after approval by the City Commission of the City of Daytona Beach Shores
- D. This Agreement shall be enforced and governed by the laws of the State of Florida. If one or more provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.





## CITY COMMISSION AGENDA MEMORANDUM JANUARY 6, 2026 AGENDA

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Stewart Cruz, Community Services Director

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Consideration of Guy Desai as Regular Member of Planning and Zoning Board

### SYNOPSIS:

Under consideration is the reaffirmation of the appointment of Gautam “Guy” Desai as a Regular Member of the Planning and Zoning Board. Because Mr. Desai is a non-resident of the City, his appointment would require an affirmative four-fifths vote of the City Commission and the affirmative finding that the waiver of the residency requirement is in the best interests of the City.

### FISCAL IMPACT STATEMENT:

### BACKGROUND:

On December 2, 2025, the City Commission of the City of Daytona Beach Shores adopted Ordinance 2025-18, which amended 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 amendments included, among other things, a requirement that “[a]bsent 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. The subject ordinance became effective immediately upon adoption. Gautam “Guy” Desai was interviewed for a Planning and Zoning Board position by the City Commission at a workshop interview on September 27, 2022. At the September 27, 2022, City Commission meeting, the City Commission waived the board member residency requirement and appointed Mr. Desai as a Planning and Zoning Board alternate member. On August 27, 2024, Mr. Desai was appointed as a regular Planning and Zoning Board member by the City Commission. The approval of this agenda item would reaffirm Mr. Desai’s appointment on the Planning and Zoning Board, as a nonresident regular member, consistent with Ordinance 2025-18. Attached is evidence demonstrating that Mr. Desai meets the nonresident qualifications as required by Ordinance 2025-18.

**LEGAL REVIEW:**

Mr. Desai may be appointed as a Regular Member of the Planning and Zoning Board upon the affirmative vote of four-fifths vote of the City Commission with an affirmative finding that the waiver of the residency requirement is in the best interests of the City.

**RECOMMENDATION:**

As determined by the City Commission.

However, if a City Commissioner chooses to reaffirm Mr. Desai’s membership on the Planning and Zoning Board the City Commissioner may move as follows:

“I move to reaffirm Mr. Desai’s Regular Membership on the Planning and Zoning Board based on the following findings—it is in the best interest of the City of Daytona Beach Shores to waive the residency requirements and Mr. Desai is a real property owner of real properties located within the city limits of the City of Daytona Beach Shores.”

**SUGGESTED MOTION:**

If a City Commissioner chooses to reaffirm Mr. Desai’s membership on the Planning and Zoning Board the City Commissioner may move as follows:

“I move to reaffirm Mr. Desai’s Regular Membership on the Planning and Zoning Board based on the following findings—it is in the best interest of the City of Daytona Beach Shores to waive the residency requirements and Mr. Desai is a real property owner of real properties located within the city limits of the City of Daytona Beach Shores.”

**ATTACHMENT:**

1. G. Desai PZB Application-2022
2. G. Desai Real Property Ownership Information



**CITY OF DAYTONA BEACH SHORES  
APPOINTMENT INFORMATION FORM**

Please type, if possible. (Or print clearly)

DATE: 9/19/22

BOARD(S) DESIRED: OPEN TO ANY PLANNING & ZONING

POSITION DESIRED: Regular or Alternate ANY

NAME: Gautam "Guy" Desai

ADDRESS(ES): 2435 S ATLANTIC DBS  
H: 74 INLET POINT PONCE ZIP: \_\_\_\_\_

EMAIL ADDRESS: gddesai@gmail.com

PHONE: H: 562 682 1796 W: \_\_\_\_\_

EMPLOYER: SELF

POSITION: HOTELIER HOW LONG 11 years

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL ALHAMBRA HIGH SCHOOL 4 years Diploma

COLLEGE University of Massachusetts Boston BA FINANCE  
SUMA CUM LAUDE

- .....
1. Are you a resident of City of Daytona Beach Shores? Y\_\_\_ N\_\_\_ 60% of the time
  2. Are you a registered voter? Y  N\_\_\_
  3. Do you own property in Daytona Beach Shores? Y  N\_\_\_
  4. Are you currently serving on a City board? Y\_\_\_ N
  5. Have you ever served on a City board? Y\_\_\_ N   
If yes, when, where and which board? \_\_\_\_\_

6. How long have you lived in Daytona Beach Shores? 9 + years

SEE NEXT PAGE

**REFERENCES: (Please do not use current council members)**

NAME	ADDRESS	PHONE
[Handwritten Name]	2990 S Atlantic	386-383-5330

**WORK EXPERIENCE:**

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**WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?**

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\_\_\_\_\_  
(Signature)

**Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364. Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 or [cschwab@cityofdb.org](mailto:cschwab@cityofdb.org)**

## References

Gwyn Herstein - Code Enforcement Officer/Coordinator  
City of Daytona Beach Shores, Building & Codes Division  
2990 S. Atlantic Ave.  
Daytona Beach Shores, FL 32118  
Phone: (386) 763-5330

Stewart Cruz, AICP | Community Services Director  
2990 S. Atlantic Avenue  
Daytona Beach Shores, FL 32118  
Tel. 386-763-5361

STEVEN L REILLY P.A. Director of Sales & Acquisitions  
Key Realty Advisors Inc  
2601 S Bayshore Dr Suite 200  
Coconut Grove, FL. 33133  
C: 305-401-6647  
O: 305-857-0400

### Work Experience

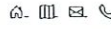
Over the last ten plus (10+) years I have been a hotelier operating a 30 unit "old" Florida lodging facility in Daytona Beach Shores. Together, with my wife Sneha ("Nae") we've navigated two destructive hurricanes while growing and modernizing our hospitality operations. Prior to being a hotelier, I managed risk on a trading desk for a hedge fund in Houston Texas (Velocity Merchant Energy). Prior to that I was a "buy side" investment banker with Bear Stearns Investment Bank.

Why do you desire to serve on this /these boards(s)?

Living in four (4) different states throughout my life I have witnessed different forms of governance in the various municipalities that at the time, I called home. Daytona Beach Shores is my first home in the state of Florida. It has been the foundation that I have used to grow and mature. I am in my mid 40's and now it is the time that I do my civic duty and contribute my experience and growing wisdom to the place that I consider my permanent home.

The problems that are brought forth to the Planning and Zoning board are seldom "black" and "white". I feel that I do have the intelligence and experience to think in the "gray" and make those hard decisions that will serve and benefit the community as a whole.





Select Language ▼

The Volusia County Property Appraiser's Office will be closed on Wednesday, Dec. 24th in observance of Christmas and will reopen Monday, Dec. 29th.



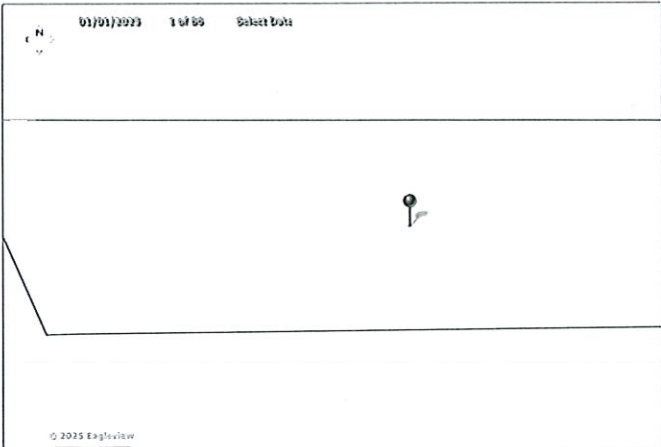
Home / Parcel Summary for 3421345

Summary Tax Estimate Permits Map Pictometry Print

Alternate Key: 3421345  
 Parcel ID: 532205010080  
 Township-Range-Section: 15 - 33 - 22  
 Subdivision-Block-Lot: 05 - 01 - 0080  
 Physical Address: 2435 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118  
 Owner(s): INITIUM INVESTMENTS LLC - FS - Fee Simple - 100%  
 Mailing Address On File: 2435 S ATLANTIC AVE  
 DAYTONA BEACH SHORES FL 32118  
[Update Mailing Address](#)

Building Count: 5  
 Living Units: 17  
 Neighborhood: 7022 - OCEANFRONT HOTELS-ECONOMY  
[Neighborhood Sales](#)

Subdivision Name:  
 Property Use: 3900 - HOTELS/MOTELS  
 Tax District: 403-DAYTONA BEACH SHORES  
 2025 Final Millage Rate: 16.5683  
 Homestead Property: No - [Apply for Homestead Online](#)  
 Agriculture Classification: No - [Additional Information](#)  
 Short Description: 21 & 22 15 33 LOT 8 BLK 1 REED SUB MB 8 PG 149 PER OR 2043 P  
 G 1772 PER 5401 PG 0554 PER OR 5759 PGS 4903-4904 PER OR 643  
 2 PGS 0713-0715 INC & OR 6578 PG 4161



Values & Exemptions Land & Buildings Sales Legal



Property Values

Tax Year:	2026 Working	2025 Final	2024 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$253,538	\$253,538	\$41,213
Land Value:	\$1,640,160	\$1,640,160	\$1,476,144
Just/Market Value:	\$1,893,698	\$1,893,698	\$1,517,357

[Back to Top](#)

Working Tax Roll Values by Taxing Authority

Values shown below are the 2026 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2025 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,893,698	\$1,893,698	\$0	\$1,893,698	1.5000	\$2,840.55
0012 DISCRETIONARY	\$1,893,698	\$1,893,698	\$0	\$1,893,698	0.7480	\$1,416.49
0011 REQ LOCAL EFFORT	\$1,893,698	\$1,893,698	\$0	\$1,893,698	3.0310	\$5,739.80
0050 GENERAL FUND	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	3.2007	\$5,941.89
0053 LAW ENFORCEMENT FUND	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	1.5994	\$2,969.18
0055 LIBRARY	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.3697	\$686.32
0520 MOSQUITO CONTROL	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.1573	\$292.02
0530 PONCE INLET PORT AUTHORITY	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.0660	\$122.52
0058 VOLUSIA ECHO	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.2000	\$371.29
0057 VOLUSIA FOREVER	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.2000	\$371.29
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.0270	\$50.12
0100 HALIFAX HOSPITAL AUTHORITY	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.7019	\$1,303.03
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	0.1793	\$332.86
0240 DAYTONA BEACH SHORES	\$1,893,698	\$1,856,433	\$37,265	\$1,856,433	4.5880	\$8,517.31
					16.5683	\$30,954.66

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Tax:
				\$30,954.66	\$30,954.66
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$30,954.66
				Estimated Tax Amount without SOH/10CAP Ⓞ	\$31,375.36

# Stay on top of sales! Recent sales data now available for viewing on our website.

The Volusia County Property Appraiser's Office will be closed on Wednesday, Dec. 24th in observance of Christmas and will reopen Monday, Dec. 29th



Search input fields

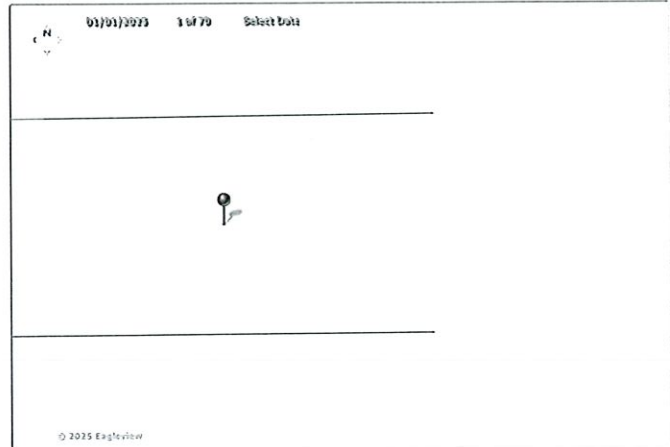
Home / Parcel Summary for 3418662

Summary Tax Estimate Permits Map Pictometry Print

Alternate Key: 3418662  
 Parcel ID: 532201000251  
 Township-Range-Section: 15 - 33 - 22  
 Subdivision-Block-Lot: 01 - 00 - 0251  
 Physical Address: 2501 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118  
 Owner(s): INITIUM INVESTMENTS LLC - FS - Fee Simple - 100%  
 Mailing Address On File: 2435 S ATLANTIC AVE  
 DAYTONA BEACH SHORES FL 32118  
[Update Mailing Address](#)

Building Count: 3  
 Living Units: 13  
 Neighborhood: 7022 - OCEANFRONT HOTELS-ECONOMY  
[Neighborhood Sales](#)

Subdivision Name: C N MORRIS MB 17 PG 38  
 Property Use: 3900 - HOTELS/MOTELS  
 Tax District: 403-DAYTONA BEACH SHORES  
 2025 Final Millage Rate: 16.5683  
 Homestead Property: No - [Apply for Homestead Online](#)  
 Agriculture Classification: No - [Additional Information](#)  
 Short Description: LOT 25 E OF ATLANTIC AVE C N MORRIS SUB MB 1 PG 118  
 PER OR 2  
 012 PG 1283 PER OR 5401 PG 0553 PER OR 5759 PGS  
 4903-4904 PE  
 R OR 6432 PGS 0713-0715 INC & OR 6578 PG 4161



Values & Exemptions Land & Buildings Sales Legal



## Property Values

Tax Year:	2026 Working	2025 Final	2024 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$171,035	\$171,035	\$9,122
Land Value:	\$1,687,500	\$1,687,500	\$1,518,750
Just/Market Value:	\$1,858,535	\$1,858,535	\$1,527,872

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## Working Tax Roll Values by Taxing Authority

Values shown below are the 2026 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2025 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,858,535	\$1,858,535	\$0	\$1,858,535	1.5000	\$2,787.80
0012 DISCRETIONARY	\$1,858,535	\$1,858,535	\$0	\$1,858,535	0.7480	\$1,390.18
0011 REQ LOCAL EFFORT	\$1,858,535	\$1,858,535	\$0	\$1,858,535	3.0310	\$5,633.22
0050 GENERAL FUND	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	3.2007	\$5,917.21
0053 LAW ENFORCEMENT FUND	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	1.5994	\$2,956.85
0055 LIBRARY	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.3697	\$683.47
0520 MOSQUITO CONTROL	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.1573	\$290.80
0530 PONCE INLET PORT AUTHORITY	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.0660	\$122.02
0058 VOLUSIA ECHO	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.2000	\$369.74
0057 VOLUSIA FOREVER	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.2000	\$369.74
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.0270	\$49.92
0100 HALIFAX HOSPITAL AUTHORITY	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.7019	\$1,297.62
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	0.1793	\$331.48
0240 DAYTONA BEACH SHORES	\$1,858,535	\$1,848,724	\$9,811	\$1,848,724	4.5880	\$8,481.95
					16.5683	\$30,682.01

## Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Tax:
				\$30,682.01	\$30,682.01
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$30,682.01
				Estimated Tax Amount without SOH/10CAP @	\$30,792.77



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company

**INITIUM INVESTMENTS, LLC**

### Filing Information

<b>Document Number</b>	L11000033993
<b>FEI/EIN Number</b>	45-0902253
<b>Date Filed</b>	03/21/2011
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/12/2020

### Principal Address

2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

### Mailing Address

2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

### Registered Agent Name & Address

DESAI, SNEHA  
2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

Name Changed: 10/12/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

DESAI, SNEHA  
2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

**Title MGRM**

**DESAI, GAUTAM**

2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	01/27/2023
2024	02/19/2024
2025	01/24/2025

**Document Images**

<a href="#">01/24/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/12/2020 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/12/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2011 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L11000033993

Entity Name: **INITIUM INVESTMENTS, LLC**

**Current Principal Place of Business:**

2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118

**Current Mailing Address:**

2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118 US

FEI Number: 45-0902253

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

DESAI, SNEHA  
2435 SOUTH ATLANTIC AVENUE  
DAYTONA BEACH SHORES, FL 32118 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: SNEHA DESAI

01/24/2025

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGRM  
Name DESAI, SNEHA  
Address 2435 SOUTH ATLANTIC AVENUE  
City-State-Zip: DAYTONA BEACH SHORES FL 32118

Title MGRM  
Name DESAI, GAUTAM  
Address 2435 SOUTH ATLANTIC AVENUE  
City-State-Zip: DAYTONA BEACH SHORES FL 32118

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: SNEHA DESAI

MGR

01/24/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date



## CITY COMMISSION AGENDA MEMORANDUM JANUARY 6, 2026 AGENDA

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Stewart Cruz, Community Services Director

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Consideration to Appoint Chris Pollard as regular member to the Planning & Zoning Board

### SYNOPSIS:

Under consideration is the reaffirmation of the appointment of Chris Pollard as a Regular Member of the Planning and Zoning Board. Because Mr. Pollard is a non-resident of the City, his appointment would require an affirmative four-fifths vote of the City Commission and the affirmative finding that the waiver of the residency requirement is in the best interests of the City.

### FISCAL IMPACT STATEMENT:

### BACKGROUND:

On December 2, 2025, the City Commission of the City of Daytona Beach Shores adopted Ordinance 2025-18, which amended 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 amendments included, among other things, a requirement that **"[a]bsent 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. The subject ordinance became effective immediately upon adoption.

Chris Pollard was interviewed for a Planning and Zoning Board position by the City Commission at a workshop interview on June 6, 2023. At the June 27, 2023, City Commission meeting, the City Commission appointed Mr. Pollard as a Planning and Zoning Board alternate member. On September 23, 2025, Mr. Pollard was appointed as a regular Planning and Zoning Board member by the City Commission. The approval of this agenda item would reaffirm Mr. Pollard's appointment on the Planning and Zoning Board, as a nonresident regular member, consistent with Ordinance 2025-

18. Attached is evidence demonstrating that Mr. Pollard meets the nonresident qualifications as required by Ordinance 2025-18.

**LEGAL REVIEW:**

Mr. Pollard may be appointed as a Regular Member of the Planning and Zoning Board upon the affirmative vote of four-fifths vote of the City Commission with an affirmative finding that the waiver of the residency requirement is in the best interests of the City.

**RECOMMENDATION:**

As determined by the City Commission. However, if a City Commissioner chooses to reaffirm Mr. Pollard’s membership on the Planning and Zoning Board the City Commissioner may move as follows:

“I move to reaffirm Mr. Pollard’s Regular Membership on the Planning and Zoning Board based on the following findings—it is in the best interests of the City of Daytona Beach Shores to waive the residency requirements and Mr. Pollard is a real property owner of real property located within the city limits of the City of Daytona Beach Shores.”

**SUGGESTED MOTION:**

If a City Commissioner chooses to reaffirm Mr. Pollard’s membership on the Planning and Zoning Board the City Commissioner may move as follows:

“I move to reaffirm Mr. Pollard’s Regular Membership on the Planning and Zoning Board based on the following findings—it is in the best interests of the City of Daytona Beach Shores to waive the residency requirements and Mr. Pollard is a real property owner of real property located within the city limits of the City of Daytona Beach Shores.”

- ATTACHMENT:**
1. C. Pollard PZB Application-2023
  2. C. Pollard Real Property Ownership Information-Updated



CITY OF DAYTONA BEACH SHORES  
APPOINTMENT INFORMATION FORM

Please type, if possible. (Or print clearly)

DATE: 5-19-23

BOARD(S) DESIRED: Planning & Zoning

POSITION DESIRED: Regular or Alternate

NAME: Christopher S. Pollard

ADDRESS(ES): H: 10 Cormorant Cir ZIP: 32119

EMAIL ADDRESS: chris@chrispollard.net

PHONE: H: 407-694-7300 W: 386-236-0474

EMPLOYER: South Atlantic Partners

POSITION: Owner HOW LONG 10 years

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL Grace City High School

COLLEGE DBCC/UCF 5 yrs BS. Marketing  
Belhaven 2 yrs Master of Business Admin

- .....
1. Are you a resident of City of Daytona Beach Shores? Y \_\_\_ N X
  2. Are you a registered voter? Y X N \_\_\_
  3. Do you own property in Daytona Beach Shores? Y X N \_\_\_
  4. Are you currently serving on a City board? Y \_\_\_ N X
  5. Have you ever served on a City board? Y \_\_\_ N X  
If yes, when, where and which board? \_\_\_\_\_

6. How long have you lived in Daytona Beach Shores? N/A

REFERENCES: (Please do not use current council members)

NAME	ADDRESS	PHONE
Debbie Raney	S. State Bank	407-463-6625
Jill Fuller	2422 S Atlantic	386-689-2381
Cheryl Getz	Daytona Beach Shores	386-624-1766

WORK EXPERIENCE:

South Atlantic Communities - HOA/Condo Management  
S Atlantic Real Estate - Broker  
S. Atlantic Prop. Management short/long term rentals

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

I have worked in DBS for 17 years. I have had a business in DBS for 10 years and own property here. As a small business owner with strong ties to the community I'd like to give back.

Christy S. Pollen  
(Signature)

Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364. Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 or [cschwab@cityofdb.org](mailto:cschwab@cityofdb.org)



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

**Property Summary**

Alternate Key: 3420829  
 Parcel ID: 532204140200  
 Township-Range-Section: 15 - 33 - 22  
 Subdivision-Block-Lot: 04 - 14 - 0200  
 Owner(s): POLLARD CHRISTOPHER S PA TR - TR - Trust - 100%  
 2422 SOUTH ATLANTIC LAND TRUST - TR - Trust - 100%  
 Mailing Address On File: 2422 SOUTH ATLANTIC AVE  
 DAYTONA BEACH SHORES FL 32118  
 Physical Address: 2422 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118  
 Building Count: 1  
 Neighborhood: 7060 - EAST PRIMARY OFFICES  
 Subdivision Name:  
 Property Use: 1700 - OFFICE 1 STORY  
 Tax District: 403-DAYTONA BEACH SHORES  
 2025 Final Millage Rate: 16.5683  
 Homestead Property: No  
 Agriculture Classification: No  
 Short Description: LOTS 20 & 21 & LOT 22 EXC S 30 FT OF N 41.6 FT OF W 30 FT BL  
 K 14 BRIDGEPORT HEIGHTS RESUB EXC PART IN RD PER OR 4960 PG  
 2320 PER OR 5638 PG 134 PER OR 5722 PGS 1499-1501 PER OR 617

**Property Values**

Tax Year:	2026 Working	2025 Final	2024 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$581,339	\$581,339	\$482,383
Land Value:	\$223,245	\$223,245	\$202,950
Just/Market Value:	\$804,584	\$804,584	\$685,333

**Working Tax Roll Values by Taxing Authority**

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Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$804,584	\$804,584	\$0	\$804,584	1.5000	\$1,206.88
0012 DISCRETIONARY	\$804,584	\$804,584	\$0	\$804,584	0.7480	\$601.83
0011 REQ LOCAL EFFORT	\$804,584	\$804,584	\$0	\$804,584	3.0310	\$2,438.69
0050 GENERAL FUND	\$804,584	\$804,584	\$0	\$804,584	3.2007	\$2,575.23
0053 LAW ENFORCEMENT FUND	\$804,584	\$804,584	\$0	\$804,584	1.5994	\$1,286.85
0055 LIBRARY	\$804,584	\$804,584	\$0	\$804,584	0.3697	\$297.45
0520 MOSQUITO CONTROL	\$804,584	\$804,584	\$0	\$804,584	0.1573	\$126.56
0530 PONCE INLET PORT AUTHORITY	\$804,584	\$804,584	\$0	\$804,584	0.0660	\$53.10
0058 VOLUSIA ECHO	\$804,584	\$804,584	\$0	\$804,584	0.2000	\$160.92
0057 VOLUSIA FOREVER	\$804,584	\$804,584	\$0	\$804,584	0.2000	\$160.92
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$804,584	\$804,584	\$0	\$804,584	0.0270	\$21.72
0100 HALIFAX HOSPITAL AUTHORITY	\$804,584	\$804,584	\$0	\$804,584	0.7019	\$564.74
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$804,584	\$804,584	\$0	\$804,584	0.1793	\$144.26
0240 DAYTONA BEACH SHORES	\$804,584	\$804,584	\$0	\$804,584	4.5880	\$3,691.43
					16.5683	\$13,330.59

**Non-Ad Valorem Assessments**

Project	#UnitsRate	Amount	Estimated Ad Valorem Tax:	\$13,330.59
			Estimated Non-Ad Valorem Tax:	\$0.00
			<b>Estimated Taxes:</b>	<b>\$13,330.59</b>
			Estimated Tax Amount without SOH/10CAP ☺	\$13,330.59

**SECOND AMENDED LAND TRUST AGREEMENT  
THE 2422 SOUTH ATLANTIC AVENUE LAND TRUST**

THIS LAND TRUST AGREEMENT, AS AMENDED (the "Trust Agreement" or the "Trust"), dated as of December 29, 2025 is an amendment to the Land Trust Agreement dated June 25, 2013 and is entered into by and between Shirley T. Perkins and Christopher S. Pollard as Co-Trustees of the 2422 South Atlantic Avenue Land Trust, hereafter called the "Trustee" which designation shall include all successor trustees, and for the benefit of Shirley T. Perkins and Christopher S. Pollard hereinafter called the "Beneficiary", whether one or more, which designation shall include all successors-in-interest to any beneficiary:

**WITNESSETH**

**WHEREAS**, the Beneficiary conveyed to the original Trustee, Matthew West, LLC title to the property in Volusia County, Florida which is described on Exhibit "A" attached hereto and described in Instrument # 2013-126227 # 1, recorded in Book 6876 at Page 2885 in the Official Public Records, Volusia County, Florida (herein called the "Property"); and,

**WHEREAS**, the Land Trust Agreement dated June 25, 2013 was amended on January 11, 2016 to substitute Christopher S. Pollard as the Trustee in place of Matthew West, LLC; and,

**WHEREAS**, the Beneficiary and Christopher S. Pollard desire to add Shirley T. Perkins as a Co-Trustee of the Trust; and,

**WHEREAS**, Christopher S. Pollard has been a beneficiary of the Trust since its inception and it is Shirley T. Perkins' intention that this Amendment correctly reflect the beneficial interest of Christopher S. Pollard in the Trust; and,

**WHEREAS**, it is the further intention that the Trustee shall to continue to hold title to the Property in accordance with the provisions of Section 689.071, Florida Statutes; and,

**WHEREAS**, the Trust shall continue to be known for all purposes as The 2422 South Atlantic Avenue Land Trust.

**NOW, THEREFORE**, in consideration of the mutual premises herein contained the parties hereto agree as follows:

1. Property. Title to the Property shall continue to be held by the Trustee in accordance with Section 689,701, Florida Statutes and the rights of the parties shall be governed, to the extent applicable, by the provisions of Section 689,701. Florida Statutes.
2. Powers of Trustee. This Trust confers on the Trustee the power and authority prescribed in

689.073(1) and under which the Trustee has no duties other than the following:

A. The duty to convey, sell, lease, mortgage, or deal with the trust property, or to exercise such other powers concerning the Trust Property as may be provided in the recorded instrument, in each case as directed by the beneficiaries or by the holder of the power of direction;

B. The duty to sell or dispose of the Trust Property at the termination of the trust;

C. The duty to perform ministerial and administrative functions delegated to the Trustee in the Trust Agreement or by the Beneficiary or the holder of the power of direction; or

D. The duties required of a trustee under chapter 721, if the trust is a timeshare estate trust complying with s. 721.08(2)(c)4. or a vacation club trust complying with s. 721.53(1)(e),

3. Name, address and Interest of Beneficiary:

**NAME OF BENEFICIARY**

**INTEREST IN TRUST**

Shirley T. Perkins  
2422 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

50%

Christopher S. Pollard  
2422 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

50%

The interest of the Beneficiary shall consist solely of the following rights respecting the Property held by the Trust:

(1) Power to direct the Trustee to deal with the title to the Property, which power shall include. But is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, except as set forth in this Trust Agreement or under applicable law, the Trustee shall have no individual liability whatsoever, nor shall the Trustee be required to furnish an warranties that would result in any individual liability in regard to the execution of any such instruments.

(2) Right to receive the earnings and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.

(3) Enjoyment of all rights and privileges regarding the Property as if the Beneficiary were the legal and equitable owner of the Property.

Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall

be personal property to the Beneficiary. The Beneficiary shall not have any right, title or interest in or to any portion of the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law. The interest of a deceased Beneficiary shall pass by applicable law.

4. Protection of Third Parties Dealing with Trustee. No party dealing with the Trustee in relation to the Property in any manner whatsoever shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this Trust Agreement have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustee or (d) be privileged to inquire into any of the terms of this Trust Agreement.

5. Entire Agreement. This Trust Agreement contains the entire understanding between the parties and may be amended, revoked or terminated only by a written agreement signed by the Trustee and the Beneficiary,

6. Florida Law Governs. This Trust Agreement shall be construed in accordance with the laws of the State of Florida.

7. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made (1) when delivered by personal delivery, or (2) by depositing it in the United States mail certified mail, return receipt requested at the address set forth below:

If to Christopher S. Pollard:

Christopher S. Pollard  
2422 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

If to Shirley T. Perkins:

Shirley T. Perkins  
2422 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

{Signature Page to Follow}

IN WITNESS WHEREOF, the Trustee and the Beneficiary have executed this Trust Agreement the day and year first written above.

BENEFICIARY:

By: Shirley T. Perkins  
Shirley T. Perkins

By: Christopher S. Pollard  
Christopher S. Pollard

TRUSTEE:

By: Shirley T. Perkins  
Shirley T. Perkins

By: Christopher S. Pollard  
Christopher S. Pollard

ACKNOWLEDGMENT

STATE OF FLORIDA     §  
  §  
COUNTY OF VOLUSIA   §

Before me, the undersigned Notary Public, on this day personally appeared Shirley T. Perkins, known to me through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on December 30, 2025



NANCY E. MARTIN  
Notary Public  
State of Florida  
Comm# HH454554  
Expires 11/9/2027

Nancy E. Martin  
Notary Public in and for the State of Florida

STATE OF FLORIDA       §  
  §  
COUNTY OF VOLUSIA   §

Before me, the undersigned Notary Public, on this day personally appeared Christopher S. Pollard, known to me through a current identification card to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on December 30, 2025



**NANCY E. MARTIN**  
Notary Public  
State of Florida  
Comm# HH454554  
Expires 11/9/2027

*Nancy E. Martin*  
Notary Public in and for the State of Florida

**EXHIBIT "A"**

Lots 20, 21 and 22, Block 14, Bridgeport Heights Subdivision as recorded in Map Book 9, Page 249, Public Records of Volusia County, Florida, excepting therefrom that portion of said Lot 22 per deed recorded in Official Records Book 99, Page 412, of the Public Records of Volusia County, Florida, said exception being more particularly described as follows:

BEGINNING on the westerly right-of-way line of State Road A1A, Section 7953, at the point of intersection of said westerly right-of-way line with the northerly right-of-way line of Cheshire Road;

THENCE northerly along said right-of-way line 17.07 feet to a point, said point being at the beginning of a curve concave to northwest and having a radius of 12.0 feet;

THENCE from a tangent bearing of south 23 degrees 39 minutes 47 seconds east, run along said curve to an intersection with said northerly right-of-way line;

THENCE easterly along said right-of-way line to the POINT OF BEGINNING.

Excluding therefrom those portions of Lots 21, 22, Block 14, Bridgeport Heights of record in Map Book 9, Page 249, Public Records of Volusia County, Florida, which James Ivanhoe conveyed to the City of Daytona Beach Shores, a municipal corporation by Warranty Deed dated September 25, 1978 and recorded in Official Records Book 2019, Page 0090, Public Records of Volusia County, Florida.

Said exclusion more particularly described as follows:

That portion of Lots 21, 22, Block 14, Bridgeport Heights, of record in Map Book 9, Page 249, Public Records of Volusia County, Florida, described as follows:

BEGINNING at a point in the westerly line of said Lot 22, said point being a distance of 15 feet northerly of the southwest corner of Lot 22,

THENCE easterly and at a right angle to the westerly line of said Lot 22, a distance of 30 feet to a point;

THENCE northerly and parallel to said westerly line of Lot 22, a distance of 30 feet to a point;

THENCE westerly and at a right angles to last described line, a distance of 30 feet to a point in the westerly line of Lot 22;

THENCE southerly along the westerly line of Lot 22, a distance of 30 feet to the POINT OF BEGINNING.



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Mike Fowler, Public Safety Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Petitions submitted by Citizen

**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. The Petitions, which are attached, are self-explanatory. In fact, the Petitioner actually crafted proposed Agenda Memos for each of the Petitions which are incorporated into each Petition.

**FISCAL IMPACT STATEMENT:**

None.

**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”). 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-City Ethics-12-15-25
  2. Memorandum Of Voting Conflicts-Waste Pro
  3. Petition - Art funding
  4. Petition Boards Government Efficiency And Recreation-12-16-25
  5. Petition for Meeting Comments Etc.-12-17-25
  6. Email Relating To Petition for City Commission items

# PETITION FOR CITY COMMISSION ACTION

*BEFORE THE CITY COMMISSION OF THE*

*CITY OF DAYTONA BEACH SHORES*

PETITION UNDER SECTION 2-3, *CITY CODE*, AND SECTION 112.326, *FLORIDA STATUTES*, FOR CITY COMMISSION ACTION RELATING TO ENHANCEMENTS TO ETHICS IN CITY GOVERNMENT

AND

MOTION FOR EXPANDED PRESENTATION TIME IF NON-EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED

**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 this Motion For Expanded Presentation Time If Non-Explanatory Agenda Memorandum Is Published and, in support thereof, states as follows:

(1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores who files this Petition as a citizen and concerned person who favors the highest level of local government. This Petition is filed fully considering the Biblical admonition that “Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(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). 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). 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.”

(7). 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.

(8). 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.

(9). The City should provide for an emphasis in ethics in City government.

(10). The Petitioner petitions the City Commission to take, at a minimum, 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 in any manner, either directly or indirectly.

(c). As a proposed *City Charter* amendment or provision of the *City Code*, prohibit the Mayor and Members of the City Commission from advocating that the City engage the employment of particular persons or the enter contractual services with particular persons or companies aside

from a normative competitive procurement process accomplished in accordance with sound and generally accepted local government administrative practices and principles.

(d). As a proposed *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). Enact an ordinance which enhances transparency in City 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.<sup>1</sup>

(f). Enact an ordinance that incorporates the best provisions of local government ethics ordinances throughout the State of Florida.

(g). Enact an ordinance that provides that violation of the dual office prohibition of the *Constitution of the State of Florida* results in a forfeiture of any ability to be reappointed to the position that had been forfeited and abandoned upon such violation. This would remedy and eliminate the

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<sup>1</sup> A non-transparent selection of a City Manager would be a clear example of a violation.

possibility of recurrence with regard to the egregious actions of the City Commission as to the actions of Commissioner Dembinsky.

(h). Enhance the City's website to detail to the public matters relating to ethics in government as well as governmental openness and transparency.

(11). A good example of a local government's focus on ethics is demonstrated by the following from the City of Naples website the link for which follows (as well as some printed provisions):

<https://www.naplesgov.com/cityclerk/page/sunshine-amendment-and-code-ethics>

## 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](#)

(12). 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. The City Commission, regardless as to whether a person is present to articulate the basis for a petition, has the petition, when filed, before them and any action not adopting the actions set forth in a petition is clearly a denial of the petition or a rejection of the petition such as has occurred in the past. See, Luke, Chapter 9, verse 5.

(13). It is noted that proposals relating to ethics have been presented to the City Commission many times and in many formats over the years and the City Commission, aside from not even responding, individually or collectively, to the Petitioner, has taken no positive action toward the proposed initiatives.

**MOTION FOR EXPANDED PRESENTATION TIME IF NON-EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED**

(14). A practice of the City has been to agendize petitions by means of a title of petitions constituting merely a few words without any full and complete agenda memorandum as would be normative in accordance with sound and generally accepted public management and administration practices and principles such as the following:

**CITY COMMISSION AGENDA MEMORANDUM**

**JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:**

**SUBJECT:** Petition Relating Enhancements To Ethics In City Government

**SYNOPSIS:** A Petition has been filed asking the City Commission to take certain actions related to ethics in government.

**FISCAL IMPACT STATEMENT:** It has been repeatedly demonstrated in an array of studies that strong ethics in government and governmental transparency protects the public interest including in ways such as, but not limited to, saving public funds.

**BACKGROUND:** The Petition requests the City Commission to take the following actions:

- (1). 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.
- (2). 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.
- (3). As a proposed *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.
- (4). As a proposed *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. The Petitioner used, as support, the fact that the Mayor filed a memorandum of voting conflict relating to Waste Pro franchise extension and contractual revision. The Petitioner also asserts that when Members of the City Commission who have contributed to one another's political campaigns, they will be reticent to oppose or challenge the member with whom they have joined in a campaign involving political or other matters affecting the public interest..

(5). Enact an ordinance which enhances transparency in City 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.

(6). Enhance the City's website to detail to the public matters relating to ethics in government as well as governmental transparency.

**LEGAL REVIEW:** Section 112.326, *Florida Statutes*, and other pertinent law to include, but not be limited to the *City Charter* and the *Constitution of the State of Florida*, specifically authorize local government bodies, such as the City Commission, to enact additional ethical requirements and governmental transparency provisions beyond those required by controlling State law.

**RECOMMENDATION:** City staff recommends that the City Commission review the provisions of the Petition and determine whether to direct City staff to take

administrative actions necessary to implement the requested actions set forth in the Petition or determine to take no action relative to the requested actions set forth in the Petition.

**SUGGESTED MOTION ALTERNATIVE MOTIONS:** “I move to direct City staff to take any and all administrative actions necessary to implement the requested actions set forth in the Petition” **OR** “I move to take no action relative to the requested actions set forth in the Petition”.

**ATTACHMENT:** Petition

(15). Should the City fail to publish an agenda memorandum, as described above, then the Petitioner requests presentation time of 15 minutes in order to adequately describe the contents and purposes of this Petition.

**Respectfully submitted** this 15th day of December, 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 January 6, 2026.

**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: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> 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: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> 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 URGING VOLUSIA  
COUNTY COUNCIL TO FUND ARTS PROGRAMS**

**AND**

**MOTION FOR EXPANDED PRESENTATION TIME IF NON-  
EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED**

**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 who files this Petition as a citizen and concerned person who favors the highest level of local government. This Petition is filed fully considering the Biblical admonition that "Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other." Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(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). 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). Volusia County cultural grant funding has been cut by the Volusia County Council. The County's "community cultural grants" have been directed to assist 33 arts and cultural organizations, but were cut from the county's \$1.41 billion budget with the move purported to be focused in part on LGBTQ+ programming such as drag shows. As a result of the County Council's actions an array of arts experiences within Volusia County that have been available to residents ranging from retirees to school students will be eliminated. Many local organizations have reported immediate operational threats such as program reductions, limited hours, staffing cuts, higher ticket prices, cancellation of educational outreach, cancellation of youth programming, and the cancellation of seasonal festivals as direct consequences of the grants being withheld by the County Council. The County Council has refused to reconsider its rejection of the funding of public arts and appears to be locked into such refusal absent public support for the public arts program being announced and proclaimed from an array of wide perspectives and sources of support.

(7). The Petitioner petitions the City Commission to take actions by adopting the Resolution set forth below and presenting it to the County Council.

(8). 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.

**MOTION FOR EXPANDED PRESENTATION TIME IF NON-EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED**

(9). A practice of the City has been to agendize petitions by means of a title of petitions constituting merely a few words without any full and complete agenda memorandum as would be normative in accordance with sound and generally accepted public management and administration practices and principles such as the following:

**CITY COMMISSION AGENDA MEMORANDUM**

**JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:**

**SUBJECT:** Petition Relating Enhancements To County Council Funding Of Arts Programs.

**SYNOPSIS:** A Petition has been filed asking the City Commission to take certain actions related to the County Council Funding Of Arts Programs.

**FISCAL IMPACT STATEMENT:** It has been repeatedly demonstrated in an array of ways and means that governmental support of public and cultural arts programs benefits the citizens of communities and enhances the economic and tourism development of communities.

**BACKGROUND:** The Petition requests the City Commission to adopt a Resolution (draft was provided by the Petitioner) and present it to the County Council urging the County Council to fund public and cultural arts programs within Volusia County. Volusia County cultural grant funding has been cut by the Volusia County Council. The County's "community cultural grants" have been directed to assist 33 arts and cultural organizations, but were cut from the county's \$1.41 billion budget with the move purported to be focused in part on LGBTQ+ programming such as drag shows. As a result of the County Council's actions an array of arts experiences within Volusia County that have been available to residents ranging from retirees to school students will be eliminated. Many local

organizations have reported immediate operational threats such as program reductions, limited hours, staffing cuts, higher ticket prices, cancellation of educational outreach, cancellation of youth programming, and the cancellation of seasonal festivals as direct consequences of the grants being withheld by the County Council. The County Council has refused to reconsider its rejection of the funding of public arts and appears to be locked into such refusal absent public support for the public arts program being announced and proclaimed from an array of wide perspectives and sources of support.

**LEGAL REVIEW:** This matter is a matter of policy determination by the City Commission.

**RECOMMENDATION:** City staff recommends that the City Commission review the provisions of the Petition and determine whether to take the requested actions set forth in the Petition.

**SUGGESTED MOTION ALTERNATIVE MOTIONS:** “I move to adopt the Resolution as requested in the Petition” **OR** “I move to take no action relative to the requested action set forth in the Petition”.

**ATTACHMENT:** Petition

(10). Should the City fail to publish an agenda memorandum, as described above, then the Petitioner requests presentation time of 15 minutes in order to adequately describe the contents and purposes of this Petition.

**Respectfully submitted** this 15th day of December, 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 January 6, 2026.

**Lonnie N. Groot (signed)**

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

**RESOLUTION 2026–XX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, URGING THE VOLUSIA COUNTY COUNCIL TO FULLY RESTORE CULTURAL GRANT FUNDING WHICH HAS BEEN CUT BY THE VOLUSIA COUNTY COUNCIL THEREBY FULLY PROTECTING AN ARRAY OF LOCAL ORGANIZATIONS WITH THE CONTINUED AND EXPANDED FUNDING OF COMMUNITY CULTURAL GRANTS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Volusia County cultural grant funding has been cut by the Volusia County Council; and

**WHEREAS,** the County's "community cultural grants" have been directed to assist 33 arts and cultural organizations, but were cut from the county's \$1.41 billion budget with the move purported to be focused in part on LGBTQ+ programming such as drag shows; and

**WHEREAS,** as a result of the County Council's actions an array of arts experiences within Volusia County that have been available to residents ranging from retirees to school students will be eliminated; and

**WHEREAS,** many local organizations have reported immediate operational threats such

as program reductions, limited hours, staffing cuts, higher ticket prices, cancellation of educational outreach, cancellation of youth programming, and the cancellation of seasonal festivals as direct consequences of the grants being withheld by the County Council; and

**WHEREAS**, the City Commission of the City of Daytona Beach Shores has found and determined that it necessary and desirable for the City to urge the Volusia County Council to fully restore funding for any array of cultural arts programs; 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 and the general public of Volusia County, Florida.

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

**SECTION ONE: ACTION URGING THE VOLUSIA COUNTY COUNCIL TO FULLY RESTORE CULTURAL GRANT FUNDING.**

This resolution is adopted based upon the foregoing recitals and the City Commission of the City of Daytona Beach Shores hereby urges the Volusia County Council to fully restore cultural grant funding which has been cut by the Volusia County Council thereby fully protecting an array of local organizations with the continued and expanded funding of community cultural grants.

**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 support of the arts 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 6th day of January, 2026.

**CITY OF DAYTONA BEACH SHORES, FLORIDA**

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**MAYOR, NANCY J. MILLER**

**Attest:**

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**ACTING CITY MANAGER  
MICHAEL FOWLER**

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**CHERI SCHWAB  
CITY CLERK**

**Approved as to form and legality:**

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**GRETCHEN "BECKY" VOSE  
CITY ATTORNEY**

**Adopted this 6th day of January, 2026.**

**Posted this 6th day of January, 2026.**

# **PETITION FOR CITY COMMISSION ACTION**

***BEFORE THE CITY COMMISSION OF THE***

***CITY OF DAYTONA BEACH SHORES***

**PETITION FOR CITY COMMISSION ACTION RELATING TO CITIZEN BOARDS AND COMMITTEES TO INCLUDE ONE RELATING TO CULTURE AND ENTERTAINMENT AND ONE RELATING TO A REVIEW OF THE CITY BUDGET TO ENSURE GOVERNMENT EFFICIENCY**

**AND**

**MOTION FOR EXPANDED PRESENTATION TIME IF NON-EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED**

**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 this Motion For Expanded Presentation Time If Non-Explanatory Agenda Memorandum Is Published and, in support thereof, states as follows:

(1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores who files this Petition as a citizen and concerned person who favors the highest level of local government. This Petition is filed fully considering the Biblical admonition that “Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(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). 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 City has engaged in a practice of eliminating boards and committees consisting of citizens to make decisions and to provide recommendations to the City Commission.

(7). The Petitioner has provided proposals that pertain to the matters set forth herein in an informal manner, but has never received any response as would normatively occur when a citizen communicates with her or his elected officials.

(8). Recent high quality reporting of the *Daytona Beach News Journal* has depicted how government spending can go far awry and be devoted to uses that do not benefit the taxpaying public.

(9). Government efficiency refers to the ability of government agencies and institutions to effectively and optimally utilize resources, such as personnel, funding, and time, to achieve their intended goals and deliver public services. It encompasses the concepts of productivity, cost-effectiveness, and the streamlining of bureaucratic processes.

(10). Improving government efficiency should be a key goal for policymakers and public administrators, as it can lead to cost savings, better service delivery, and increased public trust. Factors that can impact government efficiency include the organizational structure of government agencies, the use of technology and automation, the skills and training of government employees, and the level of coordination and communication between different government entities. Strategies for enhancing government efficiency

include budgetary revisions and may include streamlining bureaucratic processes, implementing performance management systems, encouraging innovation and experimentation, and fostering a culture of continuous improvement. A City Budget Review/Government Efficiency Citizen Committee would create a mechanism to ensure sound budgetary targets and fund usage as well as overall government efficiency.

(11). Approximately in the year 2018, the City of Daytona Beach Shores abandoned previously implemented Parks and Recreation Programs to include those such as historical lectures, the St. Patrick's Day dinner and concert by Irish-oriented entertainers, an Oktoberfest dinner with a band playing German music, a chili cookoff contest, historical figure lectures, an art show, concerts and shows in the Community Center such as a Beatles tribute group and a magician, travel lectures by travel professionals, pickle ball tournaments, etc. Indeed, the City scheduled day trips and tours in which City residents could participate. Again, those programs have been abandoned by the City to the harm and detriment of the citizens of the City.

(12). The City of Daytona Beach Shores can and should reinstitute the active programs such as those referenced in the prior paragraph and is hereby petitioned to do so in an immediate fashion.

(13). Further, the City of Daytona Beach Shores can and should create a City Budget Review/Government Efficiency Citizen Committee for the aforesaid reasons.

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

(a). Revive the practice of engaging City government with citizen committees. Reestablish the citizens Code Enforcement Board (CEB) which was, without a doubt, the best operating CEB in Central Florida, but

to include the former Culture and Entertainment Board, the Beautification Committee and other such bodies relating to other matters such as the establishment of a Parks and Recreation Committee to review and advise the City Commission relating to proposed park plans such as the plans submitted at the September 23, 2025 meeting of the City Commission (which is the entity which should have worked with the City's consultant to develop any master plan), a Public Art Committee to act as is commonly being done throughout Florida and the Nation to develop an art program in the City to consider matters such as utility box art and mural programs as are being implemented in many local governments.

(b). Reinstate the abandoned previously implemented Parks and Recreation Programs to include those such as historical lectures, the St. Patrick's Day dinner and concert by Irish-oriented entertainers, an Oktoberfest dinner with a band playing German music, a chili cookoff contest, historical figure lectures, an art show, concerts and shows in the Community Center such as a Beatles tribute group and a magician, travel lectures by travel professionals, pickle ball tournaments, etc.

(c). Create a City Budget Review/Government Efficiency Citizen Committee. (The Petitioner is certain that tax cuts are feasible in City government).

(15). 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.

**MOTION FOR EXPANDED PRESENTATION TIME IF NON-EXPLANATORY AGENDA MEMORANDUM IS PUBLISHED**

(16). A practice of the City has been to agendize petitions by means of a title of petitions constituting merely a few words without any full and complete agenda memorandum as would be normative in accordance with sound and generally accepted public management and administration practices and principles such as the following:

**CITY COMMISSION AGENDA MEMORANDUM**

**JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:**

**SUBJECT:** Petition Relating City Boards And Committees, To Include A City Budget Review/Government Efficiency Citizen Committee And To Reinstate Abandoned Parks and Recreation Programs.

**SYNOPSIS:** A Petition has been filed asking the City Commission to take certain actions related to City boards and committees, to include a City Budget Review/Government Efficiency Citizen Committee, and to reinstate abandoned Parks and Recreation Programs.

**FISCAL IMPACT STATEMENT:** The Petitioner asserts that tax cuts are feasible in City government and would result from the Creation of a City Budget Review/Government Efficiency Citizen Committee which would also enhance government efficiency. And, it has been repeatedly demonstrated in an array of studies that citizen boards and committee involvement and vibrant and diverse Parks and Recreation Programs enhance the quality of life of citizens and protect the public interest including in ways such as, but not limited to, saving public funds.

**BACKGROUND:** The Petition requests the City Commission to take the following actions:

- (1). Reinstitute a vibrant system of an array of City boards and committees with citizen members.
- (2). Create a City Budget Review/Government Efficiency Citizen Committee.
- (3). Reinstate abandoned Parks and Recreation Programs.

**LEGAL REVIEW:** The matters set forth in the Petition relate to policy issues to be determined by the City Commission.

**RECOMMENDATION:** City staff recommends that the City Commission review the provisions of the Petition and determine whether to direct City staff to take administrative actions necessary to implement the requested actions set forth in the Petition or determine to take no action relative to the requested actions set forth in the Petition.

**SUGGESTED MOTION ALTERNATIVE MOTIONS:** “I move to direct City staff to take any and all administrative actions necessary to implement the requested actions set forth in the Petition” **OR** “I move to take no action relative to the requested actions set forth in the Petition”.

**ATTACHMENT:** Petition

(17). Should the City fail to publish an agenda memorandum, as described above, then the Petitioner requests presentation time of 15 minutes in order to adequately describe the contents and purposes of this Petition.

**Respectfully submitted** this 16th day of December, 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 January 6, 2026.

**Lonnie N. Groot (signed)**

Lonnie Groot  
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 COMMENTS MADE PERTAINING TO CITY COMMISSION AGENDA ITEMS**

**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 who files this Petition as a citizen and concerned person who favors the highest level of local government. This Petition is filed fully considering the Biblical admonition that “Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(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). 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). It is the practice in many jurisdictions that the Petitioner has been pleased to be associated with to read the comments of citizens who provide written comments on agenda items being heard. That is not the case in the City of Daytona Beach Shores.

(7). Prior to the December 2, 2025 meeting of the City Commission (the City Commission has reduced the number of meetings that are held each month from two to one); the following comments were provided to the City by means of email<sup>1</sup> prior to the meeting, but the City Commission did not present these comments at the meeting much less address the proposals in a formal manner. Thus, this Petition is being filed. The comments were as follows:

(i). “Item 5A. The Ralph Wheeler Volunteer of the Year Award. I was going to inquire when there was a vote on the award by the City Commission, what criteria was used, who were the nominees, what program was being implemented, how was the program budgeted, etc. Frankly, I never knew how the award was granted when I was City Attorney. There were a lot of City boards at the time and it seemed to me that the award rotated among the chairs of the various boards. Apparently, I was wrong. In my view, since the award is being granted as it is today<sup>2</sup>, I think that the City Commission should do some work and actually develop a program that relates to the award as is the case in most other cities that have similar awards. In any event, congratulations to Chuck and Denise Horion.”

(ii). “Item 6 A. As to the minutes of the December (*sic, should be November*) 4 meeting, they do not comply with Section 112.3143, *Florida Statutes*, which requires the Mayor's conflict of interest form to be part of

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<sup>1</sup> Attached as an exhibit.

<sup>2</sup> Others have stated that they understood that the chairs of the various City boards and committees (which there used to be many) made the selection or that the City Manager made the selection with input from the Mayor.

the minutes. And, although the text indicates that she discussed her voting conflict the bold text indicating the votes of the Commissioners should state 'Mayor Miller abstained as a result of a declared voting conflict.'"

(iii). "Also, as to the comment that Commissioner Dembinsky asked to attend remotely and vote remotely at tonight's meeting (*the December 2 meeting*); I think that the actual occurrence was that the Mayor suggested Commissioner Dembinsky to so act and he stated something to the effect that that "would be fine". As it turns out, he apparently will be absent and the City Commission has agreed to yet another absence by Commissioner Dembinsky without even inquiring as to the actual reason for the absence."

(iv). "As to the beautiful and brave young lady, Norma Chibbaro, who spoke at the meeting, I think that it is important not to state just what she said, but the action that she evoked as the City Commission agreed that Stewart Cruz would work with the County to procure lighting on Esperanza Avenue. Adding provisions such as that in minutes ensures a reference back to accountable actions to be taken by City staff. That is normative in the cities that I work with."

(v). "Item 7 E, The Purpose section (I) of the Policy should add the following language: 'The City Manager shall be responsible for implementing this Policy and Procedure.' Section III should add the following language: 'Photos of individual commissioners shall not be published and 'Photos of candidates for public office shall not be published.'

The use of her office as Mayor by the Mayor to further her political campaign should be ended.”

(vi). “Item 7 G. The agenda memorandum is unprofessional. It is 90% blank and does not even say who the memo is from. The agenda memorandum does not discuss for the benefit of the public any analysis to review. With regard to food and meal purchases, the following text should be added after the words ‘clear public purpose’: ‘as evidenced by program approval and budget limitations as set forth specifically in the City budget’. Right now, the Mayor is using City funds for political purposes. To that end, the following expenditures should be in the ‘not authorized’ category: ‘individual events held by either the Mayor or a City Commissioner’. The use of her office as Mayor by the Mayor to further her political campaign should be ended.”

(vii). “Item 8A: I have attached (behind the speaker card) proposed amendments to Ordinance Number 2025-18. Out of 15 Volusia County cities, 12 require residency to be appointed to a board, 1 city has its City Council serve as its Planning Board, 1 city is silent (but has a history as to residency issues of its City Manager and City Attorney) and Holly Hill states that board members must be a resident or the owner of a business within Holly Hill. In my view the amendments are needed to ensure that the City of Daytona Beach Shores shows that it wants its residents to serve and that there is a commitment to complying with transparency laws.”

(viii). “With regard to the Petitions that I filed:

(a). The City Commission can do what it will about the loyalty payments to its Public Safety Officers. (b). In my judgement, the absentee Commissioner policy is needed as are constraints to appearing remotely and, if a Commissioner appears remote, the public should have the same opportunity on each occasion.”

(ix). As to the ethics proposal, at a minimum, the City Commission should appoint a citizens committee to evaluate the proposal. And, at a minimum, the City Commission should enact an ordinance which prohibits City Commissioners from accepting political contributions from City vendors as Mayor Miller did with Waste Pro. And, further the ordinance should prohibit Commissioners from contributing to one another's campaigns as all 4 of the City Commissioners have done as to the Mayor's campaign. What kind of check can the public have on its officials when they are knotted together in a manner that indicates a lack of independence?”

(x). “As to the Commissioner Dembinsky abandonment of office, . . . [the] memo to the City Commission finally provides me with a great deal of the information that I have been long seeking. It is sad that I was never directly provided that information. That is not transparency and open government. That being said, the information provided makes it clear to me that if Commissioner Dembinsky were a person who wanted to evidence integrity as to this matter, he would resign from the City Commission.”

(xi). “Lastly, as to general comments during citizen participation time, the actions of the City Commission relating to open government are, in my view, highly questionable .The way that the City Commission operates does not indicate a respect for the Sunshine Law that I would recognize as a firm commitment. For example, a special meeting could not be scheduled to address the Commissioner Dembinsky abandonment of office and appointment of a replacement as required by the City Charter, but one can to appoint a City Manager (a meeting which lasted all of 26 minutes and other matters (excusing Commissioner Dembinsky from tonight's meeting without a stated reason) were handled at the meeting. That type of action indicates that matters have been well addressed prior to meetings. I am not the only person coming to that conclusion. Again, I think highly of Mike Fowler, but I would have insisted that the City Manager recruitment process run its course had I been him.”

(8). The Petitioner petitions the City Commission to consider and act upon all of the comments such as by way of motions for reconsideration, rehearing, revisions and amendments and to adopt a policy providing that written comments directed to matters being heard at a City Commission will be read and addressed at the City Commission meeting.

(9). 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.

(10). A motion for extended time to discuss is not filed in conjunction with this Petition, but a draft City Commission agenda memorandum is provided as follows:

**CITY COMMISSION AGENDA MEMORANDUM**

**JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission

**FROM:**

**PREPARED BY:**

**SUBJECT:** Petition Relating To Matters Presented Prior To December 2, 2025 City Commission Meeting.

**SYNOPSIS:** A Petition has been filed asking the City Commission to take certain actions related to matters presented prior to the December 2, 2025 City Commission meeting and to adopt a policy providing that written comments directed to matters being heard at a City Commission will be read and addressed at the City Commission meeting.

**FISCAL IMPACT STATEMENT:** The actions proposed would enhance the effectiveness and efficiency of City government and, thus, have a positive fiscal impact..

**BACKGROUND:** The Petition requests the City Commission to Commission to consider and act upon all of the comments such as by way of motions for reconsideration, rehearing, revisions and amendments Relating to matters presented prior to the December 2, 2025 City Commission meeting and to adopt a policy providing that written comments directed to matters being heard at a City Commission will be read and addressed at the City Commission meeting.

Matters addressed in the Petition include a City award process and procedure, revisions to the City Commission minutes of the November 4, 2025 to address

compliance with Section 112.3143, *Florida Statutes*, which requires the Mayor's conflict of interest form to be part of the minutes and matters pertaining to Commissioner Dembinsky in that the Mayor suggested Commissioner Dembinsky appear and vote remotely at the December 2 meeting. Also, with regard to the minutes, it was suggested that it be added to part involving Norma Chibbaro that Stewart Cruz would work with the County to procure lighting on Esperanza Avenue as requested by Ms. Chibbaro.

Also, changes to the City policies under discussion were proposed as were amendments to Ordinance Number 2025-18 as it was stated that out of 15 Volusia County cities, 12 require residency to be appointed to a board, 1 city has its City Council serve as its Planning Board, 1 city is silent (but has a history as to residency issues of its City Manager and City Attorney) and Holly Hill states that board members must be a resident or the owner of a business within Holly Hill.

Finally, with regard to the Petitions that had been filed, it was stated that the City Commission can do what it will about the loyalty payments to its Public Safety Officers and that an absentee Commissioner policy is needed as are constraints to appearing remotely and, if a Commissioner appears remote, the public should have the same opportunity on each occasion and, with regard to the ethics proposal, at a minimum, the City Commission should appoint a citizens committee to evaluate the proposal and should enact an ordinance which prohibits City Commissioners from accepting political contributions from City vendors as Mayor Miller did with Waste Pro. And, further the ordinance should prohibit Commissioners from

contributing to one another's campaigns as all 4 of the City Commissioners have done as to the Mayor's campaign.

Further issues were addressed in the comments relative to governmental transparency and openness.

**LEGAL REVIEW:** The matters are generally policy determinations to be made by the City Commission, but, with regard to the legal points, there is no legal objection expressed.

**RECOMMENDATION:** City staff recommends that the City Commission review the provisions of the Petition and determine whether to take the requested actions set forth in the Petition.

**SUGGESTED MOTION ALTERNATIVE MOTIONS:** “I move to adopt the Resolution as requested in the Petition” **OR** “I move to take no action relative to the requested action set forth in the Petition”.

**ATTACHMENT:** Petition

**Respectfully submitted** this 17th day of December, 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 January 6, 2026.

**Lonnie N. Groot (signed)**

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

## Tonight's City Commission Meeting

1 message

Lonnie Groot <lonniegrootlaw@gmail.com>

Tue, Dec 2, 2025 at 4:56 PM

To: Becky Vose <bvose@voselaw.com>

Cc: "Fowler, Michael" <mfowler@cityofdbfs.org>, "Schwab, Cheri" <cschwab@cityofdbfs.org>, Mark Card <mcard@cityofdbfs.org>, "Conomos, Chris" <cconomos@cityofdbfs.org>, "Dembinsky, Stephan" <sdembinsky@cityofdbfs.org>

Bcc: "chris.c milliesrestaurant.com" <chris.c@milliesrestaurant.com>, Harry H Jennings <hailpgh@bellsouth.net>, Harry H Jennings <hailpgh@hotmail.com>, John Schmitz <johnschmitzcpa@gmail.com>, Lynn Bishop <lcbishop@gmail.com>, Billie Wheeler <billiewhe@gmail.com>, DENISE HORION <cdhorion94@verizon.net>, Lynn Bishop <lynbis@bellsouth.net>, mgeige909@gmail.com, Mark Harper <mark.harper@news-jrnl.com>



Becky:

Thank you for your email.

I appreciate your taking the time to send it to me.

However, I disagree with the conclusions that you reach. But, first, I will provide comments that I would have made tonight at the City Commission meeting had thought that I would attend as opposed to spending time in a manner which I believe to be far more productive than trying to cause any changes in City of Daytona Beach Shores government. I attach the speaker request cards that I submitted tonight. The comments that I would have made are summarized as follows:

(1). Item 5A. The Ralph Wheeler Volunteer of the Year Award. I was going to inquire when there was a vote on the award by the City Commission, what criteria was used, who were the nominees, what program was being implemented, how was the program budgeted, etc. Frankly, I never knew how the award was granted when I was City Attorney. There were a lot of City boards at the time and it seemed to me that the award rotated among the chairs of the various boards. Apparently, I was wrong. In my view, since the award is being granted as it is today, I think that the City Commission should do some work and actually develop a program that relates to the award as is the case in most other cities that have similar awards. In any event, congratulations to Chuck and Denise Horion.

(2). Item 6 A. As to the minutes of the December 4 meeting, they do not comply with Section 112.3143, Florida Statutes, which requires the Mayor's conflict of interest form to be part of the minutes. And, although the text indicates that she discussed her voting conflict the bold text indicating the votes of the Commissioners should state "Mayor Miller abstained as a result of a declared voting conflict."

Also, as to the comment that Commissioner Dembinsky asked to attend remotely and vote remotely at tonight's meeting; I think that the actual occurrence was that the Mayor suggested Commissioner Dembinsky to so act and he stated something to the effect that that "would be fine". As it turns out, he apparently will be absent and the City Commission has agreed to yet another absence by Commissioner Dembinsky without even inquiring as to the actual reason for the absence.

As to the beautiful and brave young lady, Norma Chibbaro, who spoke at the meeting, I think that it is important not to state just what she said, but the action that she evoked as the City Commission agreed that Stewart Cruz would work with the County to procure lighting on Esperanza Avenue. Adding provisions such as that in minutes ensures a reference back to accountable actions to be taken by City staff. That is normative in the cities that I work with.

(3). Item 7 E, The Purpose section (I) of the Policy should add the following language: "The City Manager shall be responsible for implementing this Policy and Procedure." Section III should add the following language: "Photos of individual commissioners shall not be published.: and "Photos of candidates for public office shall not be published." The use of her office as Mayor by the Mayor to further her political campaign should be ended.

(4). Item 7 G. The agenda memorandum is unprofessional. It is 90% blank and does not even say who the memo is from. The agenda memorandum does not discuss for the benefit of the public any analysis to review. With regard to food and meal purchases, the following text should be added after the words "clear public purpose"" "as evidenced by program approval and budget limitations as set forth specifically in the City budget". Right now, the Mayor is using City funds for political purposes. To that end, the following expenditures should be in the "not authorized" category: "individual events held by either the Mayor or a City Commissioner". The use of her office as Mayor by the Mayor to further her political campaign should be ended.

(5). Item 8A: I have attached (behind the speaker card) proposed amendments to Ordinance Number 2025-18. Out of 15 Volusia County cities, 12 require residency to be appointed to a board, 1 city has its City Council serve as its Planning Board, 1 city is silent (but has a history as to residency issues of its City Manager and City Attorney) and Holly Hill states that board members must be a resident or the owner of a business within Holly Hill. In my view the amendments are needed to ensure that the City of Daytona Beach Shores shows that it wants its residents to serve and that there is a commitment to complying with transparency laws.

(6). With regard to the Petitions that I filed:

(a). The City Commission can do what it will about the loyalty payments to its Public Safety Officers.

(b). In my judgement, the absentee Commissioner policy is needed as are constraints to appearing remotely and, if a Commissioner appears remote, the public should have the same opportunity on each occasion.

(c). As to the ethics proposal, at a minimum, the City Commission should appoint a citizens committee to evaluate the proposal. And, at a minimum, the City Commission should enact an ordinance which prohibits City Commissioners from accepting political contributions from City vendors as Mayor Miller did with Waste Pro. And, further the ordinance should prohibit Commissioners from contributing to one another's campaigns as all 4 of the City Commissioners have done as to the Mayor's campaign. What kind of check can the public have on its officials when they are knotted together in a manner that indicates a lack of independence?

(d). As to the Commissioner Dembinsky abandonment of office, Your memo to the City Commission finally provides me with a great deal of the information that I have been long seeking. It is sad that I was never directly provided that information. That is not transparency and open government. That being said, the information provided makes it clear to me that if Commissioner Dembinsky were a person who wanted to evidence integrity as to this matter, he would resign from the City Commission.

(7). Lastly, as to general comments during citizen participation time, the actions of the City Commission relating to open government are, in my view, highly questionable .The way that the City Commission operates does not indicate a respect for the Sunshine Law that I would recognize as a firm commitment. For example, a special meeting could not be scheduled to address the Commissioner Dembinsky abandonment of office and appointment of a replacement as required by the City Charter, but one can to appoint a City Manager (a meeting which lasted all of 26 minutes and other matters (excusing Commissioner Dembinsky from tonight's meeting without a stated reason) were handled at the meeting. That type of action indicates that matters have been well addressed prior to meetings. I am not the only person coming to that conclusion. Again, I think highly of Mike Fowler, but I would have insisted that the City Manager recruitment process run its course had I been him.

I am sure that there are typos in this email, but I have dashed it out to you best that I could.

Thanks and be well,

Lonnie

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 **Speaker Cards And Proposed Ordinance Amendment Language.pdf**  
3683K



**CITY COMMISSION AGENDA MEMORANDUM  
JANUARY 6, 2026 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Mike Fowler, Public Safety Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**SUBJECT:** Discussion of 2026 Meeting Dates

**SYNOPSIS:**

Mayor Miller requested the list of the 2026 City Commission Meeting Dates be distributed. The meetings in both September and November will need to be changed to a later date due to budget hearings and the General Election.

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

No motion is necessary unless new meeting dates are determined.

**ATTACHMENT:** 1. 2026 City Commission Meeting Schedule

## 2026 City Commission Meeting Schedule

January 6

February 3

March 3

April 7

May 5

June 2

July 7

August 4

September 1\*\*

October 6

November 3\*\*

December 1

\*\* These meetings will need to be changed to a later date due to budget hearings and the General Election.