City of Daytona Beach Shores

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

AGENDA
CITY COMMISSION MEETING
APRIL 7, 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:

A. RJ Longstreet Art Student Presentation

B. Proclamation for Madie McCallister 40 Under 40

C. Employee Service Awards -
Sgt. Enrique Rosario 5 years
PSO Jack Ransom 5 years

D. Proclamation for Water Conservation Month

E. Annual Audit Report James Moore & Company

6. APPROVAL OF MINUTES

A. City Commission Minutes March 3, 2026

7. CONSENT AGENDA:

A. Public Safety February Monthly report

B. Community Services Department Monthly Report - February 2026

C. Monthly Executive Financial Report - February

D. City of Daytona Beach Shores - FPL Lighting Agreement For The Installation Of Lights On Esperanza Avenue

E. State Appropriation Grant Contract for Approval

8. OLD BUSINESS:

A. Ordinance 2026-01: Land Development Code Amendment to Create a Definition for Wine Bistro and Add Wine Bistro as a Permitted Principal Use in the GC-2 Retail/Service Commercial Development District and the GC-RD General Commercial-Redevelopment District.

B. Ordinance 2026-02: Land Development Code Amendment to Streamline and Clarify the Application and Approval Requirements for Conditional Uses Generally, and to Streamline the Application, Approval, and Renewal Process for Certain Outdoor Dining Conditional Uses

C. Ordinance 2026-03 - AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO GENERAL PENALTIES FOR CERTAIN ILLEGAL ACTIVITY; PROVIDING FOR AN AMENDMENT TO SECTION 1-8 OF THE CITY OF DAYTONA BEACH SHORES CODE OF ORDINANCES WITH REGARD TO THE PROVISION OF PENALTIES FOR VIOLATIONS OF CITY CODE

9. NEW BUSINESS:

A. Resolution 2026-03 SUPPORTING THE VOLUSIA COUNTY BEACH MANAGEMENT FEASIBILITY STUDY

B. Approval to Apply for Urban Land Institute (ULI) Technical Assistance Panel (TAP) Program and Budget Appropriation

C. Approval of Zev Cohen Engineering Agreement #ZC26026F for 2853 South Atlantic Ave. City Park and Budget Appropriation

D. Consideration of Budget Process 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.

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MINUTES
CITY COMMISSION MEETING
March 3, 2026
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky
Staff: City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Taylor Simonds, Community Services Director Stewart Cruz, Finance Director Lory Irwin, and Public Safety Director Mark Swanson.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Employee Service Award - Sgt. Enrique Rosario 5 years

This item was pulled until the April meeting.

B. Proclamation for Government Finance Week

Mayor Miller read the proclamation for Government Finance Week.

C. Annual Audit Report James Moore & Company

This item was pulled until the April meeting.

6. APPROVAL OF MINUTES

A. City Commission Minutes February 3, 2026

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Minutes of February 3, 2026.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Public Safety Department January monthly report

B. Community Services Department Monthly Report - January 2026

C. Monthly Executive Financial Report - December 2025 & January 2026

D. Approval for Annual Mosquito Control

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 = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Ordinance 2026-01: Land Development Code Amendment to Create a Definition for Wine Bistro and Add Wine Bistro as a Permitted Principal Use in the GC-2 Retail/Service Commercial Development District and the GC-RD General Commercial-Redevelopment District.

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein explained that the proposed ordinance would add a definition for "wine bistro" and establish wine bistro as a permitted principal use for the GC-2 commercial district. It is consistent with the city's Land Development Code, comprehensive plan and current economic goals. Ms. Herstein handed out an amended version of the proposed ordinance. This version included an additional area, the GC-RD, for the permitted principal use of a "wine bistro". It was noted that city staff and the Planning & Zoning Board had reviewed and supported the proposed ordinance.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Ordinance 2026-01 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Ordinance 2026-02: Land Development Code Amendment to Streamline and Clarify the Application and Approval Requirements for Conditional Uses Generally, and to Streamline the Application, Approval, and Renewal Process for Certain Outdoor Dining Conditional Uses

The City Attorney read the ordinance by title only. Ms. Herstein provided a brief overview of the proposed ordinance. The five main elements of the amendment are: allowing wine bistros to qualify for outdoor dining, providing an automatic annual renewal process and waiving the renewal, simplifying the application process, increasing the number of chairs allowed for outdoor dining and increasing the parking requirement threshold. Staff and the Planning & Zoning Board recommended approval.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2026-02 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner

Mark Card, Commissioner Stephan Dembinsky

C. Ordinance 2026-03 - AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO GENERAL PENALTIES FOR CERTAIN ILLEGAL ACTIVITY; PROVIDING FOR AN AMENDMENT TO SECTION 1-8 OF THE CITY OF DAYTONA BEACH SHORES CODE OF ORDINANCES WITH REGARD TO THE PROVISION OF PENALTIES FOR VIOLATIONS OF CITY CODE

The City Attorney read the ordinance by title only. Atty. Simonds explained that our current code does not allow for imprisonment as a penalty for certain municipal code violations. The proposed ordinance would allow imprisonment for up to 60 days and assist officers who make municipal arrests that later result in felony charges as authorized by Florida Statutes.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2026-03 on first reading.

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

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

D. Resolution 2026-01 Support for Volusia Forever

The City Attorney read the resolution by title only. Community Information Coordinator Madie McCallister provided a brief background of the program. Voters approved the program originally in 2000 and again in 2020 to protect nearly 60,000 acres of land. The County Council is considering changes that would weaken the program and threaten its success. County resident, Suzanne Scheiber asked the commission to support the resolution. She gave examples of land conservation that were related to Volusia Forever.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER MARK CARD to Adopt Resolution 2026-01 on first reading.

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

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

E. Resolution 2026-02: Adoption of the 2025 Volusia Multi-Jurisdictional Program for Public Information Plan

The City Attorney read the resolution by title only. Community Services Director Stewart Cruz informed the commission that by adopting the plan and participating in the program, property owners who purchase flood insurance for special flood hazard areas would receive a 25% discount on their insurance premiums. Staff recommended adopting the resolution.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2026-02 on first reading.

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

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

F. Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 2617 S. Atlantic Ave.

The petitioner requested this item be removed from the agenda.

G. Petitions submitted by Resident

There were two petitions submitted by resident, Lonnie Groot. He was not present at the meeting and there was no action taken by the city commission.

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

City Manager Mike Fowler provided the following comments: Mark Swanson was officially appointed as Director of Public Safety; staff met with the two canines who will be utilized for finding drugs and missing persons; the Brown Museum will be closing for a three-year renovation and the city will partner with them and host programs here once a month; FDOT will resume paving on S. Atlantic Avenue after bike week; the city was notified that FDOT has suspended their utility box wrapping program; and staff is carefully monitoring upcoming legislation.

12. COMMISSION COMMENTS:

Mayor Miller provided information on upcoming events. Comm. Card related details from a recent visit with the General Manager of the Shores Resort & Spa. There is interest in holding a farmers market on weekends in the adjacent parking lot and displaying signage on their walkover. Comm. Conomos is following the current legislation relating to E-bikes and will keep the commission updated.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Resident Marty True would like to see an economic development advisory body that consists of businesses, residents and staff. The focus would be strategy to help support and strengthen current businesses.

Michael Johnson, a resident from Seminole County who is currently running for Congress, spoke on what he felt was a crisis in political ethics and morality.

Tracy Vega from the PO/SD Chamber of Commerce provided dates for upcoming events.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:59 pm.

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL FOWLER

ATTEST:

CITY CLERK, CHERI SCHWAB

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Public Safety February Monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. PS February Monthly 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 FEBRUARY 2026

	Feb-26	*26/YTD*	*Feb-25*	*25/YTD*
Police Related Calls	*1,847*	*4,025*	*2,425*	*5,440*
Fire Related Calls	*92*	*170*	*69*	*156*
Rescue Related Calls	*56*	*113*	*58*	*134*
Fire Related Alarms Sounding	*12*	*34*	*23*	*39*
Traffic Citations	*176*	*341*	*165*	*332*
Written Warnings	*97*	*161*	48	*122*
Building Inspections	*74*	*140*	63	*138*
Arrests: Adults	*26*	*59*	22	*54*
Juveniles	*2*	*0*	2	*2*
City Ordinance Charges	*0*	*0*	0	*1*
Florida State Statute Charges	*28*	*66*	27	*62*
Accidents: Total	*10*	*23*	14	*30*
Street/Highway	*5*	*15*	10	*18*
Parking Lot	5	8	4	12

Mark Swanson, Public Safety Director

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

FEBRUARY 2026 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	2	0
HAZARDOUS CONDITIONS	1	2	7
VEHICLE FIRES	2	2	1
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	6	8	3
VEHICLE CRASHES W/ENGINE RESPONSE	4	6	3
SERVICE CALLS	40	91	120
FIRE ALARMS	12	34	39
OTHER MEDICAL	19	38	0
CANCELLED EN ROUTE	20	40	22
TOTALS	104	223	195

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	2	5	7	12	4	8
HOTEL/MOTEL	10	0	25	6	4	1
ASSEMBLY	1	0	3	0	0	0
MERCANTILE	4	4	13	12	5	5
RESTAURANT	0	0	3	2	2	0
BUSINESS	9	4	30	12	11	0
OTHER	19	0	46	2	27	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	13	3	34	7	7	1
TOTALS	58	16	161	53	60	15

PLANS EXAMINATION HOURS: 10 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

FEBRUARY 2026 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	31	93	54
BLS CALLS	25	76	80
TOTALS	56	169	134

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

TRAINING SEMINARS ATTENDED

Month of February

Glenn Ingerman *Michael D'Eramo* *Anthony Geurtsen*	*2/9-13*	*Advanced Report Writing* *DSC*
Norman Medders	*2/9-13*	*Basic Crime Prevention* *Through Environmental* *Design-Orlando*
Anthony Compierchio	*2/17-19*	*Agency Inspector Course* *DSC*
Jack Ransom	*2/23*	*Decision making at propane* *Emergencies-PIFD*

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

MONTHLY REPORT FOR FEBRUARY 2026

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

Replace windshield washer pump	veh #147
Replace battery	veh #142
Replace front brake calipers	veh #153
Replace front brake pads	veh #153
Replace rotors	veh #153
Replace starter	veh #166
Replace brake rotor and pad	veh #164
Replace wiper blades	veh #164
Replace alternator	veh #152
Replace wiper blades	veh #178
Replace starter	veh #167

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 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 - February 2026

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:
1. CSD Public Works & Sewer Divisions Monthly Report - February 2026
2. CSD Planning & Building Divisions Monthly Report - February 2026

COMMUNITY SERVICE DEPARTMENT PUBLIC WORKS & SEWER DIVISIONS MONTHLY REPORT - FEBRUARY 2026

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:

- <u>Community Center</u>: AC no suction pressure change alarm checked out and changed out transducer, assisted with set up and break down of the Galentine's event
- <u>Public Safety</u>: AC chiller low suction alarm checked, assisted and monitored contractor working on animal control build out, checked on overhead door after it was hit by the fire truck, called for service for the sallyport and fire bay doors making noises, unclogged sink in the gym area and in the chief's office, repaired interior door not shutting correctly

- City Hall: Continued 3rd floor renovation to convert storage room into an office, hung pictures in City Manager's office, checked on new AC unit not working correctly, rearranged HR office, adjusted door latches so door would close correctly, assembled more new furniture, moved a desk on the 2nd floor
- Facility: Fixed a concrete saw, assisted with Citizens Academy, repaired numerous leaking backflows caused by the cold weather, started work on replacing the backhoe bucket lever, checked on AC at Sewer Station 1 with a coil leaking

Electrician:

- Electrical Locates: 95
- Adjusted breakaways to level multiple poles throughout the city
- Adjusted the motion sensor for the lights in the women's bathroom at the Community Center
- Located and fixed multiple receptables in several rooms not working
- Installed several new decorative poles on S. Atlantic Avenue
- Reset two tripped breakers affecting the third floor of City Hall
- Reset power to city sign at Public Safety
- Fixed emergency light 1st floor of Public Safety
- Replaced the pump relay for irrigation at Edwin Peck's Park
- Helped set up, attended and helped break down Citizens Academy
- Planned, set up and removed red lighting at the city buildings for Encephalitis Awareness Day
- Repainted light bollards at city properties
- Ran new conduit and wire into Public Safety break room for a new receptacle

PARKS / STREETS DIVISION:

This division now has twelve maintenance positions, one custodial position, four street maintenance positions and seven park maintenance positions. This division is currently downone street maintenance position.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, checking and repairing beach walkovers as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. The custodial position is responsible for assisting with setting up for rentals at the Community Center if needed, janitorial type duties like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Repaired/replaced blue city banners
- Assisted with checking on AC units at Community Center and Public Safety
- Repaired/replaced leaking backflows around the city due to the cold weather
- Assisted with unclogging the sink in the Public Safety gym area
- Assisted with continued renovation of City Hall 3rd floor storage area being converted into an office (furniture assembly, picture hanging, moving desks)
- Worked on backhoe bucket lever replacement
- Repaired the sign board

- Continued to inspect, clean and make any necessary repairs to the beach walkovers
- Set up, worked and broke down the art festival at the community center
- Assisted the electrician in replacing decorative light poles
- Removed, formed and poured new sidewalk panel around 2707 S. Atlantic Avenue
- Set up and participated in the Citizens Academy
- Set up, worked and broke down the food truck event in McElroy Park
- Removed, formed and poured new sidewalk panel around 2020 S. Atlantic Avenue
- Fixed water fountain in McElroy and Beachcomber Parks broken from the cold weather
- Replaced mulch at the Dahlia islands
- Replaced the city flags as necessary
- Fixed irrigation issues at Fornari Park as well as the dog park and the city entrance sign on Dunlawton
- Traced, found and rebuilt irrigation and valves at Beachcomber Park as well as pulled out the old drip line and dead pipes
- Replaced broken slide at McElroy Park
- Pressure washed, caulked holes, painted and replaced fixtures at Fornari Park
- Replaced dog water fountains at the dog park in 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 – 101
- Repaired broken backflows at 7 stations from the cold weather
- Uncovered a water meter that was paved over around Station 5
- Continued painting at Master Station
- Located force main shut off valve in the easement north of Chase Bank
- Addresed sewer back up at 2010 S. Atlantic Ave
- Fixed leaking fitting on the Harben jetter
- Presentation for Citizens Academy
- Fixed the easement gate at the Master Station
- Installed new exhaust rain caps on the Master Station generator and the bypass pump at Lift Station 5
- Checked sewer availability at 124 Glen Myra Ave
- Fixed check valve on pump 3 at the Master Station

City of Daytona Beach Shores
Planning & Building Division Statistics
Monthly Report – February, 2026

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0

Submitted this Fiscal Year: 1

Approved by Staff this Month: 0

Approved by Staff this Fiscal Year: 1

Approved by City Commission this Month: 0

Approved by City Commission this Fiscal Year: 0

Amendments Approved by Staff this Fiscal Year: 3

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Roberts Residence	2741 South Atlantic Avenue	2/2	Install metal roof on garage addition	$40,000.00	$405.90
Shores Resort and Spa	2637 South Atlantic Avenue	2/2	Install 2 mini split systems in machine room	$11,495.00	$138.95
Perry's Ocean Edge Resort	2221 South Atlantic Avenue	2/3	Spalling repairs to buildings 3, 5 and parking areas	$65,000.00	$644.21
Oceanside Inn	1909 South Atlantic Avenue	2/4	Install 2 stairways on roof for door access	$45,600.00	$459.28
Hawaiian Inn	2301 South Atlantic Avenue	2/4	Install equipment pack for new wading pool	$20,500.00	$221.40
Hawaiian Inn	2301 South Atlantic Avenue	2/4	Construct a concrete plug extension	$26,000.00	$272.44
L'Amie Property	101 Dunlawton Boulevard, Unit B	2/5	New cabinets, tops, shower and tile in breakroom	$15,000.00	$245.66
Murray Residence	3 Oceans West Boulevard, Unit 7C7	2/6	Remove and replace 6 accordion shutters	$14,782.00	$168.64
Ramachandra Residence	2515 South Atlantic Avenue, Unit 1107	2/6	Install 4 motorized rolldown hurricane shutters	$16,648.00	$185.87
Sherwin Condo	2555 South Atlantic Avenue	2/9	Repair water fountain display, new mail storage closet	$104,548.00	$1,021.21
Beal Residence	3013 South Atlantic Avenue, Unit 205	2/9	Install 3 motorized rolldown hurricane shutters	$12,257.00	$145.81

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Hampton Inn	3135 South Atlantic Avenue	2/11	Re-imaging existing Porte-Cochere elements	$370,000.00	$3,551.63
Hampton Inn	3135 South Atlantic Avenue	2/11	Re-roof entry roof	$21,586.00	$154.52
Jackson Residence	2932 Oceans Trace	2/11	Bathroom remodel	$10,000.00	$125.50
Daytona Ocean Breeze Apts.	141 Boynton Blvd.	2/13	Repair 2 dumpster enclosures	$19,800.00	$214.94
Daytona Ocean Breeze Apts.	145 Boynton Boulevard	2/13	Install 215 linear foot wooden fence	$12,500.00	$144.00
Gjessing Residence	3722 Cardinal Boulevard	2/17	Connect to City sewer	$10,000.00	$125.50
Tuscany Shores	2901 South Atlantic Avenue	2/17	Concrete repairs to pool deck	$17,000.00	$4.61
Tuscany Shores	2901 South Atlantic Avenue	2/17	Repairs to beach stairs	$26,600.00	$6.78
Tuscany Shores	2901 S. Atlantic Avenue	2/17	Repair seal wall vertical concrete	$12,000.00	$4.00
Harvey Residence	125 Esmeralda Avenue	2/17	Replace driveway, install new bathroom	$13,200.00	$154.30
Capri Residence	2947 South Atlantic Avenue, Unit 2006	2/17	Remodel kitchen and 3 bathrooms, cabinets and tops	$80,000.00	$787.20
Capri Residence	2947 South Atlantic Avenue, Unit 2006	2/17	Kitchen and bath remodel, 1 shower and 2 tubs	$10,000.00	$85.00
Tackes Residence	3703 South Atlantic Avenue, Unit 502	2/18	Remodel 2 guest bathrooms	$11,500.00	$139.00
Oceans Three #1903, LLC	3043 South Atlantic Avenue, Unit 1903	2/18	Remodel kitchen and bathrooms	$40,000.00	$405.90
Dolphin Beach Club	3355 South Atlantic Avenue	2/19	Replace 5 hollow metal doors, size for size	$31,650.00	$326.30
Pirates Cove	3501 South Atlantic Avenue	2/19	Drywall remodel in 6 units	$20,000.00	$216.79
Sutter/Hall Residence	2515 South Atlantic Avenue, Unit 202	2/20	Install 7 motorized rolldown hurricane shutters	$21,400.00	$229.70
2025 S. Atlantic Avenue LLC	2025 South Atlantic Avenue	2/24	Install 487’ of 6’ tall chain link fence	$19,646.00	$208.32
Vrieland Residence	3647 South Atlantic Avenue, Unit 1C	2/24	Replace kitchen cabinets, ceiling, bathroom vanities	$14,000.00	$161.50
Daytona Ocean Breeze Apts.	141 Boynton Boulevard	2/24	Replace interior electrical panels	$40,000.00	$405.90
Sea Spray Apartments	140 Cascade Terrance	2/24	Replace 21 interior electrical panels	$33,600.00	$344.89
Hoarau Residence	3555 South Atlantic Avenue, Unit 108	2/24	Replace kitchen cabinets and countertops, repair drywall	$32,100.00	$330.59
Schenk Residence	3023 South Atlantic Avenue, Unit 602	2/25	Remodel kitchen and 2 bathrooms, new shower	$22,500.00	$239.85
Oceans Five Condo	2987 South Atlantic Avenue	2/25	Install new fire alarm system, cabling and devices	$190,844.00	$1,813.90
Oceans Cloverleaf North	4 Oceans West Boulevard	2/25	Adjust existing fire alarm system	$12,500.00	$295.00

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Kodra Residence	2737 South Atlantic Avenue	2/25	Remove block wall, install coquina rock garden wall	$30,000.00	$310.58
Simpfendoerfer Residence	3743 South Atlantic Avenue, Unit 4C	2/25	Install 3 rolldown hurricane shutters	$18,564.00	$203.53
Kilgore Residence	3743 South Atlantic Avenue, Unit 8C	2/25	Replace 3 rolldown hurricane shutters	$18,564.00	$203.53
Combs Residence	3145 South Atlantic Avenue, Unit 704	2/26	Kitchen and master bathroom remodel	$176,251.46	$1,704.72
Beach Club Condo	3727 South Atlantic Avenue	2/26	Replace two gas water heaters	$40,000.00	$709.60
Lutz Residence	3 Oceans West Boulevard, Unit, 5C4	2/26	Kitchen and bathroom remodels	$45,000.00	$453.56
Pohle Residence	119 Florida Shores Boulevard	2/27	Tile reroof	$46,900.00	$471.67
Newman Residence	3043 South Atlantic Avenue, Unit 1104	2/27	Replace 2 impact windows	$20,900.00	$225.09
Goodrich Residence	113 White Cap Avenue	2/27	Install 8 x 20 foot above ground pool	$18,000.00	$198.34
Pirates Cove	3501 South Atlantic Avenue	2/27	Construct new wooden beach walkover	$32,000.00	$329.64
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	$1,910,435.46	$19,195.35

Building Division Revenue by Permit Category:

PERMIT TYPE	FEBRUARY 2026	FISCAL YEAR-TO-DATE 2025 TO 2026	FEBRUARY 2025	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
BUILDING	$16,566.04	$185,896.46	$18,935.30	$85,558.31
ROOF	$1,032.09	$14,657.25	$5,255.56	$12,566.61
DEMOLITION	$0.00	$0.00	$0.00	$0.00
ELECTRICAL	$6,448.23	$19,120.14	$5,635.13	$20,620.27
MECHANICAL	$3,139.74	$18,367.73	$3,198.76	$23,526.87
PLUMBING	$3,797.10	$15,591.99	$3,900.98	$12,393.74
SIGN	$232.00	$888.00	$535.72	$915.97
POLITICAL SIGN BONDS	$0.00	$0.00	$0.00	$0.00
STORMWATER MANAGEMENT	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS	$491.32	$1,742.07	$16.50	$901.41
DEVELOPMENT FEES	$210.00	$2,716.00	$210.00	$1,365.00
PROMOTIONAL ACTIVITIES	$0.00	$0.00	$0.00	$0.00
TOTALS	$31,916.52	$258,979.64	$37,687.95	$157,848.18

Building Division Activities:

ACTIVITY	FEBRUARY 2026	FISCAL YEAR-TO-DATE 2025 TO 2026	FEBRUARY 2025	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
INSPECTIONS	{276} + [0] = 276	1350	231	1220
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{212} + [0] = 212	1015	156	815
FAILED INSPECTIONS	{10} + [0] = 10	77	12	74

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: $19,705,579.02

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
APRIL 7, 2026 AGENDA

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

SYNOPSIS:

February 2026 Financial Report for the City of Daytona Beach Shores. Annual revenue is down 7.9% from this time last year due to insurance and FEMA reimbursements from Hurricanes Ian, Nicole, and Milton. City expenses are 45.9% lower than last year due to the creation of a separate Capital Improvement Fund which the General Fund funded with $4.8 million.

The sewer fund revenue is $6k below this time last year due to timing issues of utility billing. Utility billing is billed a month in arrears as the city relies on the surrounding cities, Daytona Beach and Port Orange, for consumption totals. These readings are utilized for sewer billings each month.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 25-26 Pd 05 February

EXECUTIVE SUMMARY

Month Ending February, 2026

February, 2026

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$11,731,853	$6,996,430	$4,735,423	40%
General Fund Sub-Total	**$11,731,853**	**$6,996,430**	**$4,735,423**	**40%**
Sewer Fund Operations	$1,300,497	$1,306,824	($6,327)	0%
Sewer Fund Restricted Impact Fee	$1,687	$998	$689	41%
Sewer Fund Sub-Total	**$1,302,184**	**$1,307,822**	**($5,638)**	**0%**
TOTAL ALL FUNDS FISCAL YTD	**$13,034,037**	**$8,304,252**	**$4,729,786**	**36%**

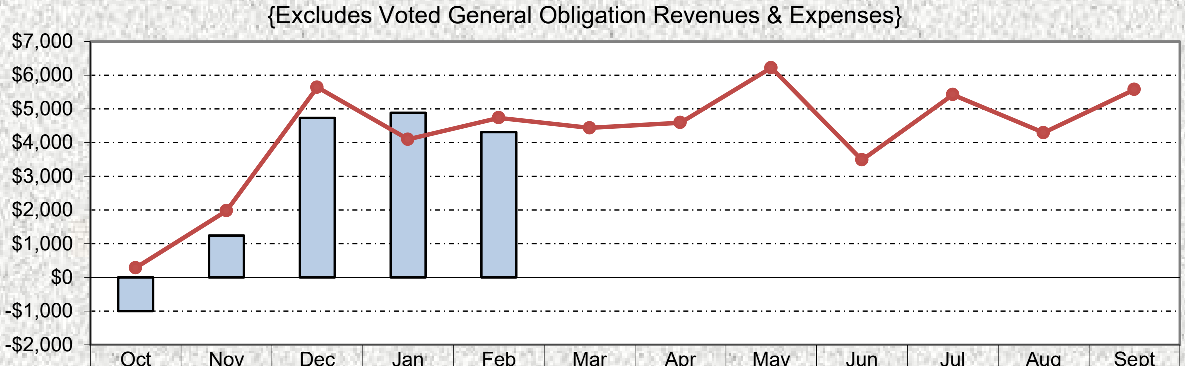
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$30,854,342	$28,834,151	$2,020,191	7%
Sewer Fund	$12,026,003	$12,741,283	($715,280)	-6%
Sub-Total Operating Funds	**$42,880,345**	**$41,575,434**	**$1,304,911**	**3%**
TOTAL ALL FUNDS	**$42,880,345**	**$41,575,434**	**$1,304,911**	**3%**

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	$5,585,972	($820,130)	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	$1,494,780	($504,007)	
PROJECTED FYE NORMALIZED CASH FLOW	**$7,080,752**	**($1,324,137)**	**$5,756,615**

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

Month Ending February, 2026

NON-G.O. FUNDS	February, 2026		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	$23,114	$11,732	$11,937	($205)	-2%
General Fund Capital	$6,013		$0	$0	
Utility Fund	$43,953	$1,300	$1,417	($117)	-8%
Utility Fund Capital			$0	$0	
Total Revenues & Appropriations	**$73,080**	**$13,032**	**$13,354**	**($322)**	**-2%**
Expenses ('000s)					
General Fund Less Capital	$18,373	$6,924	$6,433	$491	8%
General Fund Capital	$6,028	$72	$1,705	($1,633)	-96%
Utility Fund	$20,725	$1,308	$1,119	$189	17%
Utility Fund Capital	$23,228	$418	$0	$418	
Total Expenses & Appropriations	**$68,353**	**$8,722**	**$9,257**	**($953)**	**-10%**
Revenue Less Expense ('000s)					
General Fund	$4,727	$4,735	$3,799	$936	$0
Utility Fund	$0	($426)	$298	($724)	-243%
Revenue Less Expense	**$4,727**	**$4,310**	**$4,097**	**$213**	**5%**



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Current Year	(1,001)	1,240	4,729	4,886	4,310							
Prior Year	287	1,979	5,641	4,097	4,734	4,438	4,592	6,223	3,486	5,422	4,292	5,575

General Fund Detail Budget Report

Month Ending February, 2026

	February, 2026		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-ValoremTaxes	10,430,400	8,718,367	8,629,809	88,558	1.03%
Business Taxes	98,000	102,802	104,921	(2,119)	-2.02%
Utility Taxes	1,070,000	396,386	369,857	26,529	7.17%
Permits & Franchise Fees	1,160,500	478,134	433,534	44,600	10.29%
Intergovernmental	2,903,500	171,958	156,875	15,083	9.61%
Donations	-	-	1,000	(1,000)	-100.00%
Charges for Services	2,024,100	1,146,337	1,077,405	68,932	6.40%
Fines & Forfeitures	105,000	36,676	22,180	14,496	65.36%
Non-G.O Interest	45,000	44,815	201,216	(156,401)	-77.73%
Unrealized Investment G/(L)	450,000	150,510	-	150,510	
Miscellaneous & Fixed Asset Sales	70,500	24,618	1,218,013	(1,193,396)	-97.98%
Internal Services	1,110,400	461,250	524,292	(63,042)	-12.02%
Non G.O. Transfer In-Fund Balance	3,646,400	-	4,816,000	(4,816,000)	-100.00%
Non-G.O. Gen. Fund Revenue	$23,113,800	$ 11,731,853	$ 17,555,102	$ (5,823,249)	-33.17%
Non-G.O. CAPITAL Revenue	6,013,000			0	
Total Non-G.O. Revenue	**29,126,800**	**11,731,853**	**17,555,102**	**(5,823,249)**	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	203,000	87,845	85,551	2,294	2.68%
Executive	958,200	308,385	325,212	(16,826)	-5.17%
Finance	774,400	266,423	267,585	(1,162)	-0.43%
Legal Counsel	185,100	44,174	44,273	(99)	-0.22%
Comp. Planning	150,600	53,729	53,245	484	0.91%
Information Technology	904,700	538,150	332,949	205,200	61.63%
Other Gov't Services	59,000	340	595	(255)	-42.86%
Public Safety-Admin	1,758,200	658,813	691,661	(32,848)	-4.75%
Public Safety-Patrol/Rescue/CID	7,125,100	2,294,259	2,065,557	228,702	11.07%
Public Safety-Auto Maint.	198,900	74,319	64,855	9,464	14.59%
Public Safety Operations	9,082,200	3,027,390	2,822,072	205,318	7.28%
Building Dept.	649,900	247,869	216,093	31,776	14.70%
Emergency Mgmt - Hurricanes	-		-	-	
Phy. Envir. -- Solid Waste/Recycle	1,671,500	687,323	772,534	(85,211)	-11.03%
Public Works-Admin	543,000	261,013	251,973	9,041	3.59%
Public Works-Bldg. Maint.	644,800	224,627	190,991	33,637	17.61%
Public Works-Streets	958,700	276,297	308,499	(32,202)	-10.44%
Public Works Operations	2,146,500	761,938	751,462	10,476	1.39%
Human Resources	240,000	75,585	26	75,559	290611.85%
Parks & Rec	890,400	237,414	223,387	14,027	6.28%
Community Center	629,000	260,849	262,628	(1,779)	-0.68%
Economic Development Programs	100,000	19,603	6,722	12,880	191.60%
Contingency/Transfers	5,357,600		4,816,000	(4,816,000)	-100.00%
Long-Term Debt	398,200	307,271	237,273	69,998	29.50%
Non-G.O. Operations Expense	24,400,300	6,924,288	11,217,607	(4,293,319)	-38.27%
Non-G.O. CAPITAL Expense	4,726,500	72,142	1,724,750	(1,652,608)	-95.82%
Total Non-G.O. Expense	**29,126,800**	**6,996,430**	**12,942,357**	(5,945,927)	-45.94%
Non-G.O. Revenue Less Expense	**$ -**	**$ 4,735,423**	**$ 4,612,745**	**$ 122,678**	2.66%

Utility Fund Detail Budget Report

Month Ending February, 2026

Fund 401	February, 2026 Current Budget	Current YTD Actual	Prior YTD Actual	VERSUS PRIOR YEAR TO DATE Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$ 4,400,400	$1,234,494	$1,354,916	($120,422)	-9%
Interest	105,000	66,003	44,450	21,553	48%
Grants	22,853,400			0	
Approp. Ret. Earnings & Debt Proc.	16,578,000			0	
Transfer from Fund Balance			0	0	
Total Operating Revenues	**$ 43,936,800**	**$1,300,497**	**$1,399,366**	**($98,870)**	40%
Operations Expenditures					
Sewer Operating Incl. Depreciation	$ 4,130,400	$1,304,406	$1,280,202	($24,204)	-2%
- Less Debt Service Principal [a]	16,578,000		0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	23,228,400	2,418	0		
Total Operating Expense	**$ 43,936,800**	**$1,306,824**	**$1,280,202**	**($24,204)**	**-2%**
Operations Margin	**$ -**	**($6,327)**	**$119,164**		
% Gain/(Loss)		**0%**	**9%**		

Fund 402	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Impact Fee Revenues					
Sewer Impact Fees	$ 16,000	$ 1,642	$3,359	($1,717)	-51%
Impact Fee Interest	100	45	51	(6)	-11%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	**$ 16,100**	**$ 1,687**	**$ 3,410**	**$ (1,723)**	**-51%**
Impact Fee Expense					
Sewer Impact Fee Exp	$ 16,100	$ 998	$998	$ -	0%
Total Impact Fee Expense	**$ 16,100**	**$ 998**	**$998**	**$ -**	**0%**
Impact Fee Margin	**$ -**	**$ 689**	**$ 2,412**	**$ (1,723)**	**-71%**
% Gain/(Loss)		**69%**	**242%**		

TOTAL FUND PERFORMANCE

	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
TOTAL FUND Revenue	$ 43,952,900	$1,302,184	$1,402,776	($100,592)	
TOTAL FUND Expense	$ 43,952,900	$1,307,822	$1,281,200	$26,622	
FUND Revenue Less Expense		**($5,638)**	**$121,576**	**($73,971)**	

[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 February, 2026

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	17,520
32200 GF Leisure Capital	Improvements, Machinery	478,570	15,190
601 Forfeiture	Machinery/Equipment		
	GENERAL FUND TOTAL	**6,027,570**	**72,142**
40800 SWR Equipment	Equipment	505,000	132,660
40900 SWR Improvements	Improvements	26,671,625	285,523
	Capital Offset to Depreciation Exp	(27,176,625)	(418,183)
	GRAND TOTAL	**6,027,570**	**72,142**

INVESTMENT REPORT
Month Ending February, 2026

Policy Restrictions

Investment	February, 2026	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	61.7%	Yes
Cash & CDs	CASH			None	38.3%	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	$ 642	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	$ 642	4.48%	0%
TOTAL SBA						**$ 1,283**		**0.0%**
U.S. Treasury Bill	912797TD9	6/18/2026	Investment	USGS	General Fund	$ 1,883,614	2.60%	4%
U.S. Treasury Bill	912797SW8	5/28/2026	Investment	USGS	General Fund	$ 2,203,751	2.66%	5%
U.S. Treasury Bill	912797SW8	11/29/2024	Investment	USGS	General Fund	$ 6,000,586	2.66%	14%
U.S. Treasury Bill	912797RV1	3/5/2026	Investment	USGS	General Fund	$ 4,065,763	1.54%	9%
U.S. Treasury Bill	912797SN8	4/30/2026	Investment	USGS	General Fund	$ 4,063,663	2.20%	9%
U.S. Treasury Bill	912797TJ6	4/21/2026	Investment	USGS	General Fund	$ 1,886,467	2.32%	4%
U.S. Treasury Bill	912797SW8	5/28/2026	Investment	USGS	Sewer Fund	$ 1,700,149	2.20%	4%
U.S. Treasury Bill	912797QD2	5/28/2026	Investment	USGS	Sewer Fund	$ 2,899,811	3.53%	7%
U.S. Treasury Bill	912797RV1	4/16/2026	Investment	USGS	Sewer Fund	$ 1,741,470	1.54%	4%
TOTAL US TREASURIES						**$ 26,445,274**		**61.7%**
Bank of America	004537065882		Cash	CASH	Working Cash	$ 13,489,107	0.75%	31%
Bank of America	005562564319		Cash	CASH	Sewer Operating	$ 1,849,574	0.75%	4%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	$ 10,973	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	$ 914,105	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	$ 110,336	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	$ 22,718	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	$ 36,974	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	$ -	0.00%	0%
TOTAL BANKS						**$ 16,433,787**		**38.3%**

TOTAL CURRENT VALUE @ PERIOD END	**$42,880,345**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**1.4909%**

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)	$ 30,854,342	$ 31,088,720	$ 28,834,151	$ 25,268,370
Sewer Fund	$ 12,026,003	$ 12,119,828	$ 12,741,283	$ 12,846,133
TOTAL	**$ 42,880,345**	**$ 43,208,548**	**$ 41,575,434**	**$ 38,114,503**
Percent Change for Current	**N/A**	**-0.8%**	**3.1%**	**12.5%**

Month Ending February, 2026

February, 2026

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)		4.15%	$ 642		$27
BoA	Cash-Pool Cash Account (5882)		0.75%	$ 13,489,107		$101,168
	Includes Contraband Pool Cash			$ 45,552		$0
	Includes Economic Development Cash			$ 513,269		$0
	Includes Capital Improvement Funds			$ 1,480,221		$0
	Less: Pool Cash Due to Sewer Funds			$ (1,715,093)		$0
Seacoast	Cash-Pool Cash Account (0706)	$36,974	0.15%	$ 36,974	$0	$55
Chase	Cash-Pool Cash (2110	$914,105	0.75%	$ 914,105	-	$6,856
	Less: Pool Cash Due to Sewer Fund			$ (199,104)		$0
	CD (5936)	$110,336	1.85%	$ 110,336	$0	$2,041
JP Morgan	US Treasury Securities	$18,081,447	2.30%	$ 18,217,376	$135,929	$416,758
ALL GENERAL FUND			**2.01%**	**$ 30,854,342**	**$135,929**	**$526,905**
			PRIOR MONTH	**$ 31,088,720**		

SEWER OPERATING						
SBA	Investment (032)	$642	*4.15%*	$ 642	$0	$27
BoA	Sewer Operating Fund (4319)	$1,849,574	0.75%	$ 1,849,574		$13,872
Seacoast	Cash (4966)	$22,718	0.15%	$ 22,718	$0	$34
	Add: Pool Cash Due From General Fund			$ 1,840,006		$0
JP Morgan	US Treasury Securities	$8,109,735	2.55%	$ 8,227,898	$118,163	$206,523
ALL SEWER OPERATING FUND			**3.39%**	**$ 11,940,838**	**$118,163**	**$220,455**
			PRIOR MONTH	**$ 12,034,672**		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	$ 10,973		$82
	Cash-Pool Cash Due From Gen. Fund			$ 74,192		$0
ALL SEWER IMPACT			**0.10%**	**$ 85,165**	**$0**	**$82**
			PRIOR MONTH	**$ 85,156**		

ALL FUNDS	**1.74%**	**$ 42,880,345**	**$254,092**	**$747,442**
	PRIOR MONTH	$ 43,208,548		
	MONTHLY CHANGE	$ (328,203)		
	MONTHLY CHANGE %	-0.8%		

Month Ending January, 2026

January, 2026

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
GENERAL FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797TD9	12/22/25	06/18/26	$ 1,904,000		$ 1,872,200	2.60%	*$ 1,883,614*	$ 11,414		$ 31,800
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	$ 2,223,000		$ 2,182,903	2.66%	*$ 2,203,751*	$ 20,847		$ 40,097
J.P.Morgan	US Treasury Bill (3-month)	912797RV1	12/04/25	03/05/26	$ 4,067,000		$ 4,030,458	1.54%	*$ 4,065,763*	$ 35,305		$ 36,542
J.P.Morgan	US Treasury Bill (3-month)	912797SN8	01/29/26	04/30/26	$ 4,088,000		$ 4,052,065	2.20%	*$ 4,063,663*	$ 11,598		$ 35,935
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	$ 6,053,000		$ 5,943,821	2.66%	*$ 6,000,586*	$ 56,765		$ 109,179
ALL GENERAL FUND					**$ 18,335,000**		**$ 18,081,447**		**$ 18,217,376**	**$ 135,929**	**$ -**	**$ 253,553**
								PRIOR MONTH	**$ 18,167,296**			**2.30%**
SEWER FUND												
J.P.Morgan	US Treasury Bill (3-month)	912797SW8	02/26/26	05/28/26	$ 1,715,000		$ 1,699,860	2.20%	*$ 1,700,149*	$ 290		$ 15,140
J.P.Morgan	US Treasury Bill (4-month)	912797TJ6	12/22/25	04/21/26	$ 1,896,000		$ 1,874,428	2.32%	*$ 1,886,467*	$ 12,039		$ 21,572
J.P.Morgan	US Treasury Bill (12-month)	912797QD2	04/29/25	04/16/26	$ 2,913,000		$ 2,809,099	3.53%	*$ 2,899,811*	$ 90,712		$ 103,901
J.P.Morgan	US Treasury Bill (3-month)	912797RV1	12/04/25	03/05/26	$ 1,742,000		$ 1,726,348	1.54%	*$ 1,741,470*	$ 15,122		$ 15,652
ALL SEWER OPERATING FUND					**$ 8,266,000**		**$ 8,109,735**		**$ 8,227,898**	**$ 118,163**		**$ 156,265**
								PRIOR MONTH	**$ 8,205,559**			**2.55%**
ALL FUNDS					**$ 26,601,000**		**$ 26,191,182**		**$ 26,445,274**	**$ 254,092**		**2.38%**
								PRIOR MONTH	$ 26,372,855			
								MONTHLY CHANGE	$ 72,419			
								MONTHLY CHANGE %	0.3%			

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: City of Daytona Beach Shores - FPL Lighting Agreement For The Installation Of Lights On Esperanza Avenue

SYNOPSIS:

At the November 4, 2025, City Commission meeting, a citizen request was made for additional street lighting at the corner of Esperanza and Van Avenues. The citizen noted the area is dark at nighttime and that the installation of streetlights would enhance pedestrian safety in the area. Upon assessing the area, staff determined Esperanza Avenue is frequented by residents walking to and from McElroy Park at nighttime and that indeed, nighttime visibility is low. Therefore, staff reached out Florida Power and Light (FPL) and the attached street lighting agreement between the City of Daytona Beach Shores and Florida Power and Light (FPL) to install streetlights on Esperanza Avenue was generated. The agreement authorizes the addition of the three (3) LED streetlights on Esperanza Avenue, which will enhance visibility and safety in the area.

The City Attorney and Community Services Department staff have reviewed and approved the agreement. If approved by the City Commission, staff will return the agreement to FPL, who will thereafter generate the work order for the job and provide a timeframe for completion. The installation and supply of power to the three (3) LED light fixtures on Esperanza Avenue will cost the City an estimated $27.38 per month ($328.56 per year).

FISCAL IMPACT STATEMENT:

This is not a budgeted item. It will cost the city approximately $164.28 for the remainder of the year. There are funds within the budget for this item.

BACKGROUND:

Attached are the following documents.

1. FPL Lighting Agreement (LA): Outlines the agreement between FPL and the City, detailing the work to be performed and all other pertinent terms and details.
2. FPL Lighting Proposal (LP): Reflects estimated monthly billing adjustments associated with the new LED installation.

3. FPL Preliminary Drawing: Details the work to install the new LED lighting.

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval as presented.

ATTACHMENT:

1. SLA BA 71259-03992 FPL LT-1 Agreement Adding multiple lights near Esperanza Ave & Van Ave - City of Daytona Beach Shores
2. Esperanza Ave & Van Ave - City of Daytona Beach Shores PRELIM
3. FPL LED lighting Proposal
4. City Commission Minutes Nov. 4, 2025

FPL

FPL Account Number: **71259-03992**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Daytona Beach Shores (hereinafter called the Customer), requests on this 5th day of **February**, **2026** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) V/O 3052 Esperanza Ave, located in Daytona Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway	59	7,500	3K	3	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to intstall 3 roadway (59w 3K, 7,500L) on existing poles. Customer will be responsible for any restoration needed.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $5.01 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0.00 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:

    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.

    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.

    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair thefixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities isdefined as the following:

    a. the addition of lightingfacilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

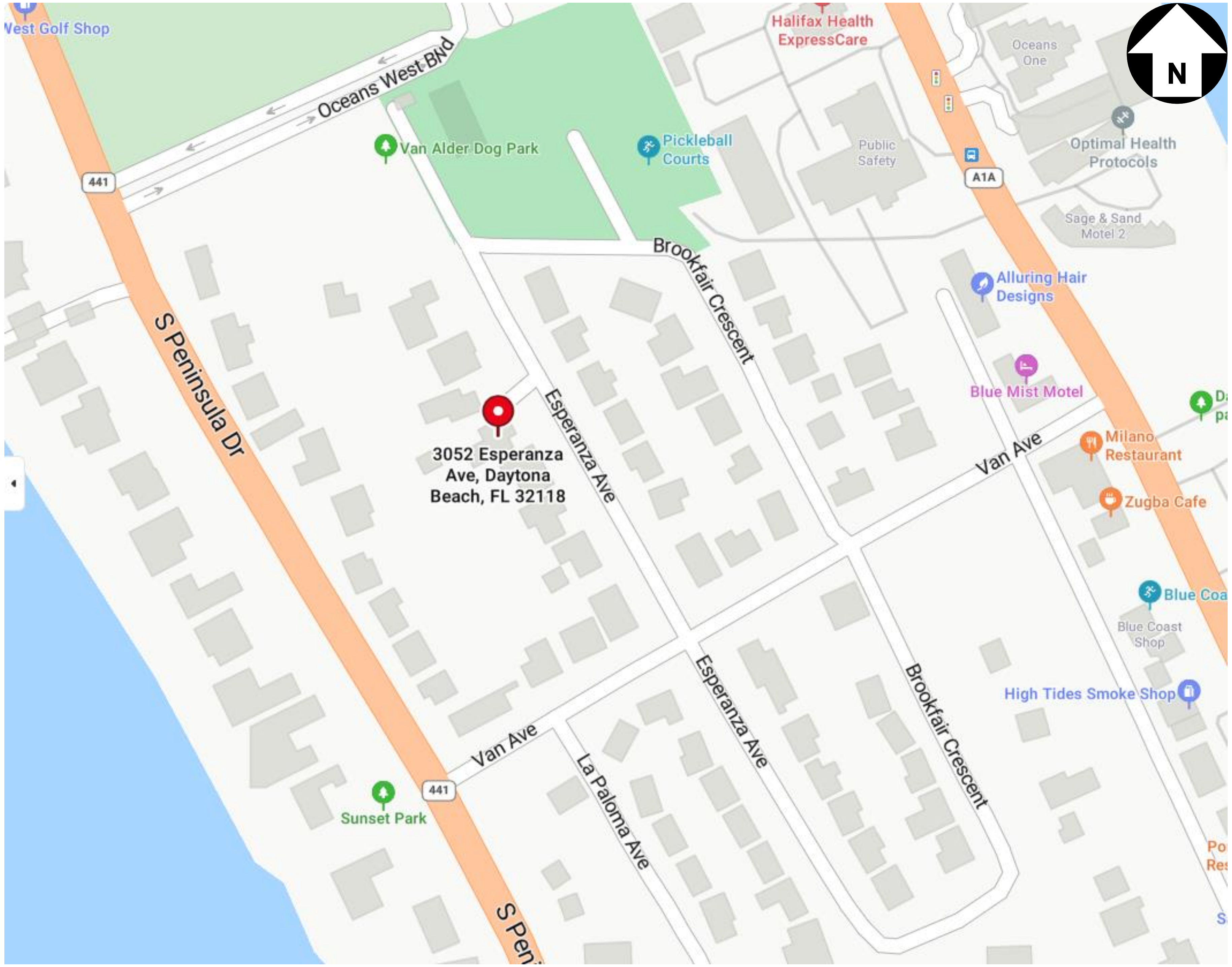
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Daytona Beach Shores	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: ______________________	**By:** Scot Thrapp
Signature (Authorized Representative)	**(Signature)**
______________________	Scot Thrapp
(Print or type name)	**(Print or type name)**
Title: ______________________	**Title: Sr Sales Representative Commercial & Industrial**

Total # 6 DPX OH: 150 ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ____________



FPL Construction Notes

▭–	Proposed Street Light
- - - - -	Proposed # 6 OH DPX
▼	Existing Aerial Tranformer
●	Existing Wood Pole
■–	Existing Outdoor Light

Feeder: 100938

Product Summary

Symbol	Description	Watts	Fixtures	Quantity
▭–	Roadway 7500L	59W	3000K	3

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐
Tree Work? Yes ☐ No ☒
Survey/Stake? Yes ☒ No ☐
Designer/Stake? Yes ☐ No ☒
Work with SMO? Yes ☐ No ☒
CT/Special Mtr? Yes ☐ No ☒

FPL

City of Daytona Beach Shores
Install 3 Lights
3052 Esperanza Ave
Daytona Beach, FL 32118

PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Designed by:	Aland Fertil	Date:	01/26/26
Drawn by: AXF	Check by:	Dwg No.	1 OF 3
Rural Location Sec. 34	TWP. 15 S,	RGE. 33 E.	
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	DS0934
WR 14631094		M/A	CF

Total #6 DPX OH: 110 ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ____________

Construction Notes:

Loc. 1: Install (1) Roadway 7500L 3000K on the existing wood pole. Connect to the existing secondary.

Loc. 2: Run one span of overhead wire. Install (1) Roadway 7500L 3000K on the existing wood pole.

Use # 6 OH DPX

FPL LED Representative: Scot Thrapp

Feeder: 100938

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE ____ DATE ____	FOREMAN'S SIGNATURE ____ DATE ____	SUPERVISOR'S SIGNATURE ____ DATE ____	INITIALS ____ CERT. DATE ____

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☒ No ☐	Work with SMO? Yes ☐ No ☒
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒

PERMIT REQ'D				
City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

			Tele. Attachment Per
Requested Tel. Co. Set Poles ?	YES ☐	NO ☒	
Requested Tel. Co. Transfer ?	YES ☐	NO ☒	
Request CAVT Transfer?	YES ☐	NO ☒	Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

FPL

City of Daytona Beach Shores
Install 3 Lights
3052 Esperanza Ave
Daytona Beach, FL 32118

Designed by:	Aland Fertil	Date:	01/26/26
Drawn by: AXF	Check by:	Dwg No.	2 OF 3
Rural Location Sec. 34	TWP. 15 S,	RGE. 33 E.	
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	DS0934
WR 14631094		M/A	CF

Total #6 DPX OH: 40 ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ____________

Construction Notes:
Loc. 3: Run one span of overhead wire. Install (1) Roadway 7500L 3000K on the existing wood pole.

Use # 6 OH DPX

FPL LED Representative: Scot Thrapp

Feeder: 100938

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☒ No ☐	Work with SMO? Yes ☐ No ☒		
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒

Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

FPL

City of Daytona Beach Shores
Install 3 Lights
3052 Esperanza Ave
Daytona Beach, FL 32118

Designed by: Aland Fertil		Date:	01/26/26
Drawn by: AXF	Check by:	Dwg No.	3 OF 3
Rural Location Sec. 34	TWP. 15 S,	RGE. 33 E.	
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	DS0934
WR 14631094		M/A	CF

LED Lighting Plan

City of Daytona Beach ShoresAdding multiple lights near Esperanza Ave & Van Ave - City of Daytona Beach Shores

Option 1 Pricing

FPL
LED Lighting Solutions

Dates

Expected Closed Date: Feb 05, 2026
Material Delivery Date: Mar 26, 2026
Estimated Requesting Date: Jul 11, 2026

This plan reduces power consumption by: ***720.00 kWH / Year***
And that eliminates: ***0.51 metric tons of CO2 every year***
Or removing: ***0 cars from the road***

INSTALLATION DETAILS - INSTALLATION 1

Roadway – LED 5,000 Lumens to 12,000 Lumens*

Option 1

Fixture	Roadway 7,500L
Fixtures per pole	1
Pole Type	
Fixture*	$ 13.48
Pole	$ 0.00
Maintenance	$ 4.35
Energy	$ 4.54
ALC	$ 5.01

GRAND TOTAL Excludes applicable taxes and franchise fees (estimated at ~25% of the bill)	**3 units**	**$ 27.38**

Notes

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

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky
Staff: Interim City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Recreation Director Nancy Maddox, and Acting Public Safety Director Mark Swanson.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes October 7, 2025

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the City Commission Minutes of October 7, 2025.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Public Safety September monthly report

B. Community Services Department Monthly Report - September 2025

C. Executive Summary Financial Reports-September 2025

D. Purchase of PADTrax RFID software program

E. Justice Assistance Grant (JAG) Contract for Services

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the consent agenda.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner

Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

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

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

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

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

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

9. NEW BUSINESS:

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

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

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

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

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

B. Resolution 2025-21 Investment Policy Update

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

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

Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

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

The City Attorney read the resolution by title only. Finance Director Lory Irwin stated that negotiations began back in May to amend the existing contract with Waste Pro. If approved, the amended contract will run through September 2036. Additional components of the contract include: Waste Pro to cover the cost of Trac Eze and the contract supervision fees, cost for the quarterly Pelican newsletter, renegotiation fees, the franchise fee increased to 15%, and other miscellaneous items. Mayor Miller stated that she would be recused from voting as she received a campaign contribution from Waste Pro.
Susie Magendantz, a representative from Waste Pro, thanked the City Commission and staff for having a wonderful business relationship and renewing the contract.
COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Adopt Resolution 2025-22 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 4 No = 0).
Yes: Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

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

Recreation Director Nancy Maddox spoke on behalf of the Economic Development Committee. They recently met and reviewed the application for Revive Salt Lounge. The committee recommended approval with the funding percentages of first year- 20%, second year - 30% and third year - 10%. After the meeting ended, it was discovered that the recommended percentages did not comply with the grant guidelines of 30%, 20% and 10%. Staff is requesting that the City Commission determine the appropriate award. The mayor stated that the recent lease subsidy grant applications have been for businesses that have already opened. It was her belief that the program was created to help a business start up and open. She requested staff bring back ideas to correct the process. Mayor Miller also mentioned that the city paid the lease subsidy for a few months to Mythios Brew who hadn't opened for business yet. She would like to ensure that guidelines are in place so the city does not pay for rent in advance and that the business needs to be just opening and not a few months in.
COMMISSIONER MARK CARD moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Economic Development Lease Subsidy Grant for Revive Salt Lounge with the percentages of 30%, 20% and 10%.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

E. Road Closure Approval for Sun and Shores Art Show

Direcotor Maddox requested to close Bellemead Drive and a portion of Oceans West Blvd. for the Sun and Shore art festival. It will be a juried art show that will include food trucks and children's sidewalk art.
VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to

approve the Road Closure Approval for the Sun and Shores Art Show.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

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

This item was withdrawn by the petitioner.

10. CITY ATTORNEY COMMENTS

Attorney Waters had no additional comments.

11. CITY MANAGER COMMENTS

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

12. COMMISSION COMMENTS:

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

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

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

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added for the next agenda.

15. ADJOURNMENT:

The meeting ended at 7:02 pm.

Nancy Miller

MAYOR
NANCY MILLER

INTERIM CITY MANAGER
MICHAEL FOWLER

ATTEST:

CITY CLERK, CHERI SCHWAB

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: State Appropriation Grant Contract for Approval

SYNOPSIS:

The city was awarded a State Appropriation for $900,000 for the expansion of the Public Works Facility building to include the addition of three larger vehicle/equipment bays, one workshop bay, four offices, and a detached storage facility.

The attached contract is between the State and the city for the construction of the Public Works expansion. The appropriation is a reimbursement grant. As the city builds the new facility, expenses will be submitted to the State up to $900,000 for reimbursement.

City Staff met with Ms. Paige Lay with FDEM, who administers the appropriation, on March 11th, regarding any questions staff had about the contract. The city attorney also reviewed the contract and met with staff. Clarification was asked for regarding a few items and replies received. See attached email.

Senator Tom Wright presented the city with a large check for the $900,000 State Appropriation at the September 8th, 2026 commission meeting.

FISCAL IMPACT STATEMENT:

This was included in the FY 25-26 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval for the City Manager to execute the attached contract for the State Appropriation.

SUGGESTED MOTION:

ATTACHMENT: 1. F0166 Daytona Beach Shores Contract - unsigned
2. Email with Paige Lay FDEM

Agreement Number: F0166

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Daytona Beach Shores, Florida** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Leonardo Washington
2489 Shumard Oak Boulevard
Tallahassee, Florida 32311
Telephone: 850-296-5996
Email: Leonardo.Washington@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Michael Fowler
2990 S Atlantic Avenue.
Daytona Beach, Florida 32118
Telephone: 386-763-5369
Email: mfowler@cityofdbs.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin on upon execution by both parties and shall end on **June 30, 2028,** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Proposed Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$900,000.00**.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) <u>AUDITS</u>

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes..

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Proposed Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Justification of Advance Payment

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this

Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<u>RECIPIENT: City of Daytona Beach Shores</u>

By: ____

Name and Title: ______________________________

Date: ________________________

FID# __________________________

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: ____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: ______________________________________

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency **Florida Division of Emergency Management**

Catalog of State Financial Assistance title **City of Daytona Beach Shores - Public Works Facility Building Expansion**

Catalog of State Financial Assistance number **31.064**

Amount of State Funding: **$ 900,000.00**

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	$0
Other Personal/Contractual Services	$0
Administrative Expenses (Limited to no more than 5%)	$0
Fixtures, Furniture, and Equipment (Limited to no more than 20%)	$0
Expenses	$0
Operating Capital Outlay	$0
Fixed Capital Outlay	$900,000.00
Total Expenditures	$900,000.00

II. BACKGROUND

As documented by Chapter 2025-198, Laws of Florida, Section 6, Specific Appropriation 2461, the Legislature and the Governor appropriated $900,000.00 of Fixed Capital Outlay funds for construction of "City of Daytona Beach Shores – Public Works Facility Building Expansion"

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2461 GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY
        EMERGENCY MANAGEMENT CRITICAL FACILITY NEEDS

        FROM GENERAL REVENUE FUND. . . . . . . . . . . . . . . . . . 21,675,131

        From the nonrecurring funds from the General Revenue Fund in Specific Appropriation
        2461, $900,000 shall be allocated as follows: (in part)

        City of Daytona Beach Shores Public Works Facility Building Expansion
        (SF 1157) (HF 1450)............................................900,000
```

The City of Daytona Beach Shores is a small coastal community on the Volusia County barrier island bordered by the Atlantic Ocean on the east and the Halifax River on the west. This project involves expanding the city's existing public works facility building with an approximately 5,300 square foot building addition, which will allow the city to purchase and store critical equipment needed to serve the public and protect public health, safety and welfare. The building expansion will facilitate a centralized location for housing critical equipment, vehicles, supplies, tools, and safe workspaces during times of emergency.

III. SCOPE OF WORK

A. City of Daytona Beach Shores – Public Works Facility Building Expansion (DBSPWFBE). Per Senate Form 1157 and House Bill (HB) 1450 allocated funds are to be used for expanding the existing city public works facility building by adding three larger vehicle/equipment bays, one workshop bay, four offices and a detached storage facility for materials. The building expansion which will facilitate a centralized location for housing critical equipment, vehicles, supplies, tools, and safe workspaces during times of emergency.

The DBSPWFBE shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2021) or, where hurricane provisions are more stringent, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

B. Reimbursable costs for the construction of the new DBSPWFBE site work include: architectural and engineering services; construction management services; general conditions; site survey and soil testing; necessary permits and regulatory fees; construction site cut, fill, grading and landscaping; civil, utilities and access driveway and parking site work; site safety, security and soil erosion and sediment control measures; and if applicable, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification. Any remaining funds may be used on Fixtures, Furniture, and Equipment (FFE) as an allowable cost up to 20% of the total allocated amount for this contract.

C. The DBSPWFBE site work project's measurable outcome is an expansion of Daytona Beach Shores disaster response and relief capacity. City of Daytona Beach Shores Emergency Management shall have rent-free use of the future new DBSPWFBE for the life of the facility. The Recipient shall submit a binding written statement to the Division that real property improved with funds authorized by this funding agreement (Agreement) shall be dedicated for emergency management purposes from the date of receipt of certificate of occupancy or completion (CO) from the Authority Having Jurisdiction (AHJ) for a period of fifty (50) years, the estimated life of the future new DBSPWFBE, or until the end of the useful life of the facility as agreed to by the Division. The Recipient shall ensure that the future new DBSPWFBE site work completed with the fixed capital outlay funds granted by this Agreement shall be used for the city's future new primary DBSPWFBE.

D. The Recipient agrees to maintain the site work for the future new DBSPWFBE in good repair and functional condition for the life of the work from the date of issue of the AHJ's CO.

E. If the Recipient fails, during the period of time established by this Agreement, to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted, the Recipient shall return to the Division, no later than upon demand by the Division, an amount calculated as follows:

a. The full amount of the grant funds for the first full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction; or,

b. Beginning with the second full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction, the amount of the grant less one-and-a-half (1.50) percent for each full year for which the site work was used for such purposes; e.g., Year 2 = $886,500 Year 3 = $873,203.

The determination of Recipient's failure to operate, maintain, repair, and administer the work in accordance with the purposes for which the funds were originally granted is at the sole discretion of the Division.

If the Division and Recipient, through mutual agreement, terminate this Agreement prior to the expiration date, the Recipient shall return to the Division, no later than upon demand by the Division, an amount not less than that calculated by a. or b. above, as applicable.

F. The site work finish grade shall be consistent with the lowest finished floor elevation of the future new DBSPWFBE elevated to or above the higher of the elevations determined by: 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the location.

G. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. <u>TASK PRODUCTS</u>

A. Per Scope-of-Work Item III.G, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit a written statement that the funded site work and future new DBSPWFBE shall be dedicated for emergency management purposes as described in III.C.

C. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits, and the Construction Manager's or General Contractor's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide one (1) copy each of site survey and site master plan for review and comment by the Division.

E. The Recipient shall provide one (1) near bid-ready (approximately 90 percent) set of site work drawings and specifications for review and comment by the Division. The site work documents shall include site survey information, landscaping, civil and utility, and site access drive way and parking area location drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

F. The site work documents shall demonstrate that the future new DBSPWFBE meets the requirements set forth in Scope of Work Item III.F. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. The Recipient shall provide the Division with a copy of photographs of preconstruction site conditions, photographs documenting site work progress and photographs of completed site work; final or as-built site work drawings and specifications with signature of designer(s) of record; and letter from civil engineer of record certifying that work meets specifications of design, or a copy of CO issued by the AHJ.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By March 31, 2026, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By March 31, 2026, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through E, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By June 30, 2028, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specifications of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule **Project Name: <u>City of Daytona Beach Shores Public Works Facility Building Expansion</u>**				
PROJECT PHASE	**Start Date**	**End Date**	**DEM Funds (FY 2025-2026)**	**Other Funds**
Board Contract Approval				
Initial Payment of 20% in first quarter (if requested)				
Architectural & Engineering Services Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 80% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Civil/Site Work Phase				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Administrative Fees; maximum of 5%				
Fixtures, Furniture, and Equipment; maximum of 20%				
Sub-Totals			$900,000.00	
TOTAL Estimated Project Cost				

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year
*Any remaining funds from the total allocated amount up to 20% may be used for FFE.

Attachment B

Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously

unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:

a. Safety Hazard Present
b. Health Hazards Present
c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED** **Advance payment of $ __________________ is required. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.**

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

____

____

____

____

____

Attachment E

Warranties and Representations

Financial Management

Recipient’s financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from ____

____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, ____________________________, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

____

By: ____________________________ ____________________________________
Signature Recipient's Name

________________________________ ____________________________________
Name and Title DEM Contract Number

________________________________ ____________________________________
Street Address Project Number

____
City, State, Zip

____
Date

Irwin, Lory

From: Paige Lay <Paige.Lay@em.myflorida.com>
Sent: Wednesday, April 1, 2026 10:32 AM
To: Irwin, Lory
Cc: Douglas Bell; Fowler, Michael; Cruz, Stewart; Becky Vose; Keisha Bryant; Leonardo Washington
Subject: RE: FCO Member Project FY 25/26 - Public Works Facility Building Expansion - F0166

Good Morning,

I have sent the Adobe E-Sign request this morning. Please let me know if there are any issues with the document.

To answer the below questions from the meeting, please see below.

1. the city can begin the engineering aspect of the project using one of the city's continuing services contracted vendors and this would be a reimbursable cost – Yes, but please make sure to submit as a deliverable, the contract that includes language from our Scope of Work to ensure the project still meets the same intent.
2. work can begin on the project even though the contract has not been fully executed – Yes, state funded are for the allotment of July 1 – June 30 of the fiscal years. Make sure any invoicing that is done is tied to a deliverable and/or a quarterly report. That will be the only way we can pay for something that is done.
3. granting authority for the city's emergency management to utilize the building rent-free for 50 years does not prevent the city from utilizing the building for other public work functions – The building can be used for both blue sky and grey sky activities. Office spaces can be used, but the building must be used for any emergencies.

If you need more clarification, please let me know.

Thank You,

Paige Lay, FCCM
Infrastructure Program Manager
Bureau of Response
Florida Division of Emergency Management
2489 Shumard Oak Blvd, Tallahassee, FL 32399
Paige.Lay@em.myflorida.com
Mobile: (850)591-9933

From: Irwin, Lory <lirwin@cityofdbs.org>
Sent: Thursday, March 19, 2026 11:30 AM
To: Paige Lay <Paige.Lay@em.myflorida.com>

Cc: Douglas Bell <doug.bell@mhdfirm.com>; Fowler, Michael <mfowler@cityofdbs.org>; Cruz, Stewart <SCruz@cityofdbs.org>; Becky Vose <bvose@voselaw.com>
Subject: FCO Member Project FY 25/26 - Public Works Facility Building Expansion - F0166

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Miss Paige.

I would like to thank you again for meeting with us last Wednesday, March 11, 2026, to discuss the grant agreement for the State Appropriation the City of Daytona Beach Shores was approved for.

After speaking with the city attorney, it was determined the contract language is a bit confusing but not limiting the city in going forward with the Public Works Facility Building Expansion Project. The city understands the language is such to encompass the numerous projects the state grants funding for.

I would like to confirm a few fundamental aspects of the project contract discussed at the meeting held last week:

- the construction aspect of the project is an implied reimbursable cost under Attachment A, Section III, B. Reimbursable costs **Added that Language.**
- the city can begin the engineering aspect of the project using one of the city's continuing services contracted vendors and this would be a reimbursable cost
- work can begin on the project even though the contract has not been fully executed
- granting authority for the city's emergency management to utilize the building rent-free for 50 years does not prevent the city from utilizing the building for other public work functions

Staff would like to have the contract go before City Commission at the next City Commission meeting on April 7, 2026 if possible. Confirmation of the above bullet points, discussed at last week's meeting,would need to be received on or before Wednesday, April 1, 2026 to add the contract to the meeting agenda.

Thank you for your time. I look forward to hearing from you.

Lory

Lory B. Irwin, CPA, CGFO
Finance Director

City of Daytona Beach Shores
2990 South Atlantic Ave.
Daytona Beach Shores, FL 32118

P 386-763-5328
C 386-843-7001
F 386-763-5320

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2026-01: Land Development Code Amendment to Create a Definition for Wine Bistro and Add Wine Bistro as a Permitted Principal Use in the GC-2 Retail/Service Commercial Development District and the GC-RD General Commercial-Redevelopment District.

SYNOPSIS:

Ordinance 2026-01 (Exhibit A), if approved, would (1) add a definition for "wine bistro" to Section 2-2 of the Land Development Code of the City of Daytona Beach Shores ("Code") and (2) add wine bistro to the list of permitted principal uses in the GC-2 Retail/Service Commercial District (Section 14-23.2. of the Code) and the GC-RD General Commercial-Redevelopment District (Section 14-31.1.2. of the Code). A wine bistro is a specialized restaurant which focuses on curated wine service, selected food pairings to accentuate the wine menu, an education component offered by formally trained staff, and the sale of wine for off-site consumption.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. Background

Dawn Rogers, business owner of the specialty wine store, Coast Wine Co. at 101 Dunlawton Boulevard, recently submitted a request to City staff (Exhibit B). In addition to wine sales, she asked to be permitted to offer specialty wines by the glass and wine flights (small pours of 3-6 different wines served simultaneously for the purpose of comparing their qualities) along with specially paired foods. The utilization of an outdoor area for seating and service was part of the request.

101 Dunlawton Blvd. is located in the *GC-2 Retail/Service Commercial District.* This district occurs along most of the Dunlawton Blvd. corridor and along the west side of South Atlantic Avenue, primarily south of Dunlawton Blvd. (See Exhibit C). No currently permitted use in the GC-2 district allows the business owner to expand in the manner of her request.

B. Staff Analysis

The purpose and intent of the *GC-2 Retail/Service Commercial District* is to provide small attractive commercial areas to meet the needs of the resident and tourist population, while causing the least possible nuisance to adjacent residential uses. Current uses in the GC-2 district include the following:

1. Professional, business, offices, or retail stores except stores whose principle [sic] use is the sale of souvenirs and gifts.
2. Service establishments such as barber or beauty shop, photographic studio, dance or music studio, self-service laundry, tailor, drapery or dressmaker, laundry or dry cleaning pick-up station and similar activities.
3. Newspaper office (but not printing).
4. Food stores and bakery.
5. Banks and savings and loan associations, small loan agencies.
6. Medical and dental clinics.
7. Private clubs and lodges.
8. Public/quasi public facilities.
9. Automotive service station.
10. Restaurant.
11. Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq.

Restaurants have been a permitted principal use in the GC-2 zoning district since the 1991 adoption of the Land Development Code. Taverns, establishments devoted primarily to the on-premises consumption of alcoholic beverages, are not a permitted principal use in the GC-2 district, but are permitted in the GC-1 district. Permitting the wine bistro use would provide for establishments such as the requestor described without allowing full taverns or bars.

There are 28 properties in the GC-2 district. Of these, seven (7) are located on the Dunlawton Blvd. corridor and four (4) make up the Publix grocery store area. The remaining 17 properties have an average depth of 108 feet from the right-of-way to the rear-abutting properties; many of these rear-abutting properties are single-family residences.

There are 37 properties making up the GC-1 district. After deducting Surfside Plaza as an outlier, the remaining 36 properties have an average depth of 145 feet. Many lots in the GC-1 district are through lots, which means they abut streets on two opposing sides rather than directly abutting single-family properties.

In general, larger-depth through lots in the GC-1 district are better able to accommodate taverns as principal uses, while wine bistros can expand the flexibility of GC-2 district properties without negatively impacting the surrounding neighborhoods as taverns would.

After determining that GC-2 district properties are well-suited to accommodate businesses utilizing the wine bistro use, the GC-RD General Commercial-Redevelopment District was analyzed for suitability to also accommodate the wine bistro use. The purpose and intent of the GC-RD General Commercial-Redevelopment District is to encourage the development and redevelopment of commercial property in the redevelopment areas. Current uses in the GC-RD district include the following:

1. Professional and business offices.
2. Retail stores.
3. Service establishments such as barber or beauty shops, photographic studios, dance or music studios, self-service laundries, tailor shops, drapery or dressmaker shops, laundry or dry cleaning pick-up stations (without any on-site dry cleaning activities using chemicals of any type or nature) and similar activities.

4. Newspaper offices (but not printing activities of any type or nature).
5. Food stores and bakeries.
6. Banks and similar financial institutions, small loan agencies.
7. Medical and dental clinics.
8. Private clubs and lodges.
9. Public/quasi public facilities.
10. Restaurants.
11. Art galleries.
12. Bowling facilities and similar recreational facilities.
13. Performance theaters.
14. Movie theaters.
15. Public parking facilities.
16. Medical offices and facilities.
17. Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq. and other controlling law.

Restaurants have been a permitted principal use in the GC-RD zoning district since 2007, when the district was added to the Land Development Code. Taverns are not a permitted principal use in the GC-RD district, but permitting the wine bistro use in this district provides for desirable establishments without allowing full taverns or bars.

There are 62 properties in the GC-RD district. All are located along SR A1A; 33 are through lots or abut commercial property immediately to the west. The remaining 29 properties abut single-family and multi-family residences on their west sides. Of the 62 total GC-RD properties, 20 are vacant buildings and store-fronts. Wine bistros, a desired type of business in Daytona Beach Shores, can expand the flexibility of GC-RD district properties without negatively impacting the surrounding neighborhoods as taverns would, and will offer another option to reduce the City's vacant store-fronts and buildings.

Adding a wine bistro use to the GC-2 and GC-RD districts is consistent with Objective A.2 of the City's Strategic Plan to enable and promote desired redevelopment and is consistent with the City's Comprehensive Plan. All City staff reviewers support all changes contained in Ordinance 2026-01.

C. Planning & Zoning Board Recommendation

The Planning & Zoning Board recommended approval of Ordinance 2026-01 at the February 9, 2026, P & Z Board Meeting. This recommendation included the change requested by staff during said meeting, to add the wine bistro use to the list of permitted uses in the GC-RD zoning district. The attached Ordinance 2026-01 proposes adding the wine bistro use to both the GC-2 and GC-RD districts.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2026-01, as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2026-01, as presented."
OR
2. "I move to approve Ordinance 2026-01, with the following amendments..."
OR
3. "I move to deny Ordinance 2026-01, on the basis of the following..."

ATTACHMENT:

1. Exhibit A
2. EXHIBIT A ORD 2026-01-LDC Text Amendment-WINE BISTRO IN THE GC-2 and GC-RD
3. Exhibit B
4. Exhibit B Letter of Request from Dawn Rogers, Owner of Coast Wine Co.
5. Exhibit C
6. Exhibit C Daytona Beach Shores GC-2 Zoning District Map
7. Exhibit D
8. EXHIBIT D Daytona Beach Shores GC-RD Zoning District Map

Exhibit A

Ordinance 2026-01

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO WINE BISTROS; AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX G - LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-2 ENTITLED "GENERAL DEFINITIONS", BY CREATING A DEFINITION FOR WINE BISTRO; AMENDING SECTION 14-23 ENTITLED "GC-2 RETAIL/SERVICE COMMERCIAL DISTRICT", BY AMENDING SECTION 14-23.2. ENTITLED "PERMITTED PRINCIPAL USES" TO ADD WINE BISTRO AS A PERMITTED PRINCIPAL USE; AMENDING SECTION 14-31.1. ENTITLED "GC-RD GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT", BY AMENDING SECTION 14-31.1.2. ENTITLED "PERMITTED PRINCIPAL USES" TO ADD WINE BISTRO AS A PERMITTED PRINCIPAL USE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, the purpose and intent of the Daytona Beach Shores "GC-2 Retail/Service Commercial District" is to provide small attractive commercial areas which would meet the daily retail and service needs of the residential and tourist population; and

WHEREAS, the purpose and intent of the Daytona Beach Shores "GC-RD General Commercial-Redevelopment District" is to encourage the development and redevelopment of commercial property in the redevelopment areas; and

WHEREAS, a wine bistro is a desired use in Daytona Beach Shores; and

WHEREAS, providing for a wine bistro permitted principal use in the "GC-2 Retail/Service Commercial District" and the "GC-RD General Commercial-

Redevelopment District" may provide residents and tourists additional destinations for food and beverage consumption and for the procurement of specialty wines; and

WHEREAS, a wine bistro is not currently a permitted use in the "GC-2 Retail/Service Commercial District" or the "GC-RD General Commercial-Redevelopment District" in the City's Land Development Code; and

WHEREAS, Objective A2 of the City of Daytona Beach Shores Strategic Plan calls for the removal of land development regulations which are obstacles to desired redevelopment and to enable or promote desired redevelopment; and

WHEREAS, this Ordinance is consistent with the goals, objectives, and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City staff report and City Commission agenda memorandum relating to this matter are hereby adopted as fully set forth herein.

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

(c). The foregoing recitals (whereas clauses) are hereby adopted as the legislative findings of the City Commission of the City of Daytona Beach Shores and incorporated into this Ordinance as set forth *in haec verba*.

(d). This Ordinance is an exercise of the City of Daytona Beach Shores' powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable law.

SECTION TWO: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores,* Appendix G - *Land Development Code*, Chapter 2, Section 2-2. entitled "General definitions" as follows:

CHAPTER 2. DEFINITIONS

Sec. 2-1. Interpretations of certain terms and words.

For the purposes of this Land Development Code, the following terms, phrases, words and their derivations shall have the meanings given herein when not inconsistent with the text. Words used in the present tense include the future tense. Words used in the singular number include the plural and words used in the plural include the singular. The word "shall" is mandatory and the word "may" is permissive.

For the purpose of this Code, certain words or phrases shall be defined as follows. Webster's New Collegiate Dictionary (G & C Merriam Co., most recent edition) shall be used for the definition of any words not defined in this Glossary.

Sec. 2-2. General definitions.

***

Restaurant: A restaurant is an establishment where food is ordered from a menu, prepared and served for pay primarily for consumption on the premises in a completely enclosed room, under the roof of the main structure or in an interior court. A drive-in restaurant is not a restaurant. A wine bistro and a cafeteria shall be deemed a restaurant for purposes of these zoning regulations.

***

Wine bistro: A restaurant which offers a wine selection for consumption on premises together with curated food pairings, education regarding same from formally trained staff, and the retail sale of wine.

***

SECTION THREE: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores,* Appendix G - *Land Development Code*, Chapter 14, Section 14-23. entitled "GC-2 Retail/Service Commercial District." as follows:

Sec. 14-23. GC-2 Retail/Service Commercial District.

***

14-23.2. *Permitted Principal Uses.*

1. Professional, business offices or retail stores except stores whose ~~principle~~ principal use is the sale of souvenirs and gifts.
2. Service establishments such as barber or beauty shop, photographic studio, dance or music studio, self-service laundry, tailor, drapery or dressmaker, laundry or dry cleaning pick-up station and similar activities.

3. Newspaper office (but not printing).

4. Food stores and bakery.

5. Banks and savings and loan associations, small loan agencies.

6. Medical and dental clinics.

7. Private clubs and lodges.

8. Public/quasi public facilities.

9. Automotive service station.

10. Restaurant.

11. Wine bistro.

~~11.~~12. Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq.

***

SECTION FOUR: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores,* Appendix G - *Land Development Code*, Chapter 14, Section 14-31. entitled "GC-RD General Commercial-Redevelopment District." as follows:

Sec. 14-31. GC-RD General Commercial-Redevelopment District.

***

14-31.1.2. *Permitted Uses.*

1. Professional and business offices.
2. Retail stores.
3. Service establishments such as barber or beauty shops, photographic studios, dance or music studios, self-service laundries, tailor shops, drapery or dressmaker shops, laundry or dry cleaning pick-up stations (without any on-site dry cleaning activities using chemicals of any type or nature) and similar activities.
4. Newspaper offices (but not printing activities of any type or nature).
5. Food stores and bakeries.
6. Banks and similar financial institutions, small loan agencies.
7. Medical and dental clinics.

8. Private clubs and lodges.

9. Public/quasi-public facilities.

10. Restaurants.

11. Art galleries.

12. Bowling facilities and similar recreational facilities.

13. Performance theatres.

14. Movie theatres.

15. Public parking facilities.

16. Medical offices and facilities.

17. Wine bistro.

~~17.~~18. Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq., and other controlling law.

***

SECTION FIVE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to the regulation of the matters and uses which are the subject of this Ordinance are hereby ratified and affirmed.

SECTION SIX: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections One, Four, Five, Six, Seven, and Eight shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

SECTION NINE: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption**.**

CITY OF DAYTONA BEACH SHORES, FLORIDA

____
NANCY MILLER, MAYOR

_______________________________________ _____________________________
MICHAEL FOWLER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

____
GRETCHEN R. H. VOSE, CITY ATTORNEY

Passed on first reading this ______ day of ________, 2026.

Adopted on second reading this _______ day of _______, 2026.

Exhibit B

Letter of Request from Dawn Rogers, business owner of Coast Wine Co.

Good afternoon –

This is a formal request to the City of Daytona Beach Shores that my small wine retail business be re-classified from being a wine retail shop with a 2APS license for off-site consumption to a wine bistro with a 2COP license for on-site consumption selling specialty wines by the glass, and wine flights paired with light foods inside the building and also utilizing our secured outdoor patio.

I am a wine industry professional having spent the last 15+ years as the Marketing and Front of House Operations Director for a small boutique winery in Southeastern, CT. I ran a Tasting Room that served wine by the glass, bottle, and tasting flights. I oversaw all staff training and event logistics including, but not limited to, musical concerts, festivals, corporate events and weddings.

My wine training started over 10 years ago when I enrolled at Johnson & Wales University in Rhode Island to study wine education founded by the Wine and Spirit Education Trust (WSET) based out of London, England. One of the oldest and most respected wine education programs in the world. I currently hold a level 3 certification and am currently finishing up the level 4 programming.

As I was building out my small wine retail store, I had multiple curious residents swing by to see what we were doing, and they all asked the same question.... "Are you a wine bar?". Now that we are open, we continue to receive the same inquiry as customers remark how nice it would be to come in and experience a glass a wine and a light snack on-site with friends and family.

We've had a family home in the Shores since the late 1980's, so I feel deeply connected to this community. My desire is to become a hub for our Shores and local residents to have a place to connect socially. This is not just a business location, it's also my home and I'm committed to becoming an integral part of the Shores community now and into the future.

Thank you for your consideration.

Regards,

Dawn Rogers
Owner/Coast Wine Co.

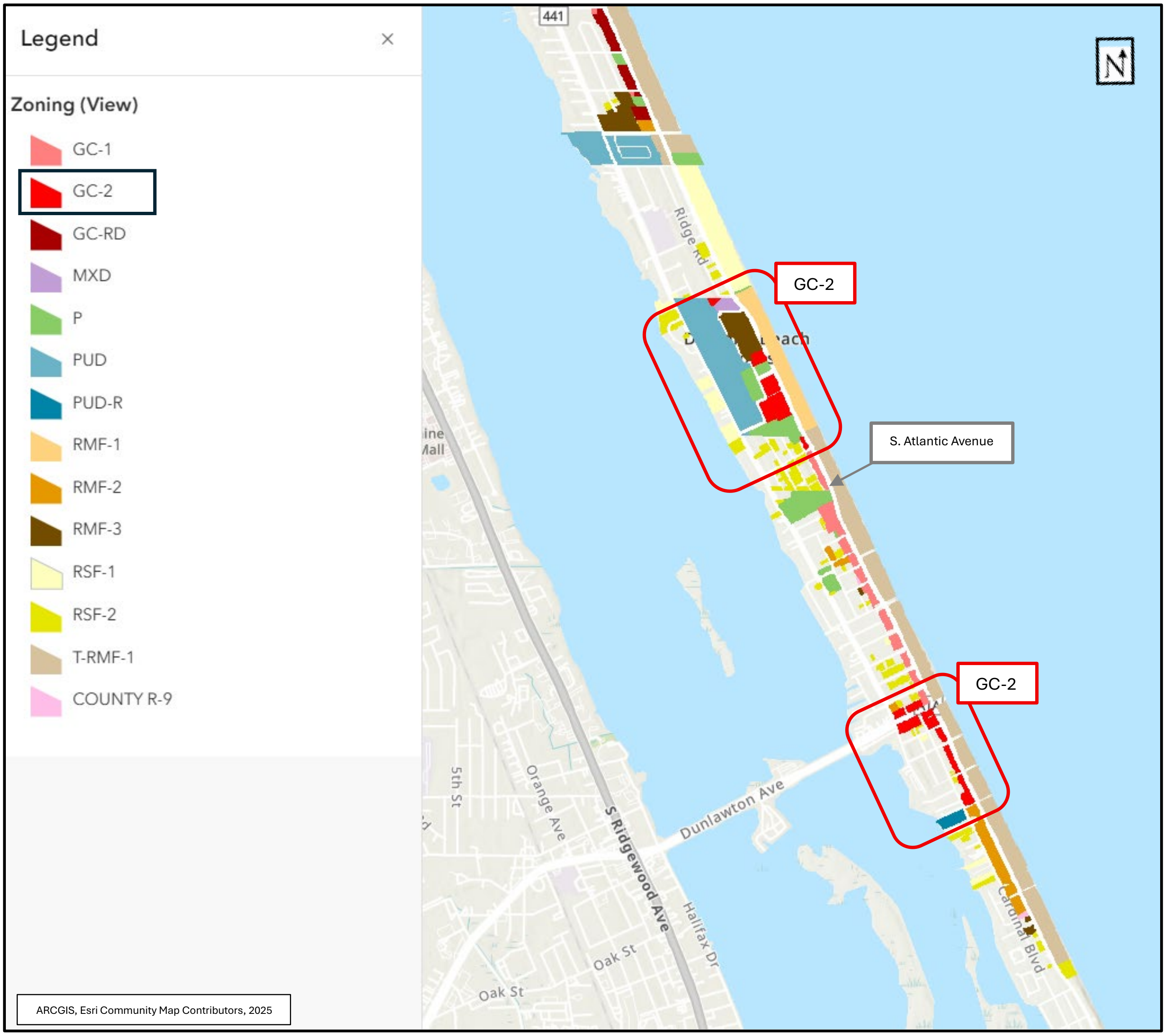
Exhibit C

Zoning Map of
Daytona Beach Shores
2430 S. Atlantic Ave. to 3875 S. Atlantic Ave.

Zoning Map

Daytona Beach Shores

from to 2430 S. Atlantic Avenue to 3875 S. Atlantic Avenue



Note: Outlines demonstrate areas in which the Daytona Beach Shores commercial properties along the west side of S. Atlantic Ave. and both sides of Dunlawton Blvd. are predominantly GC-2 Retail/Service Commercial District

Exhibit D

Zoning Map of

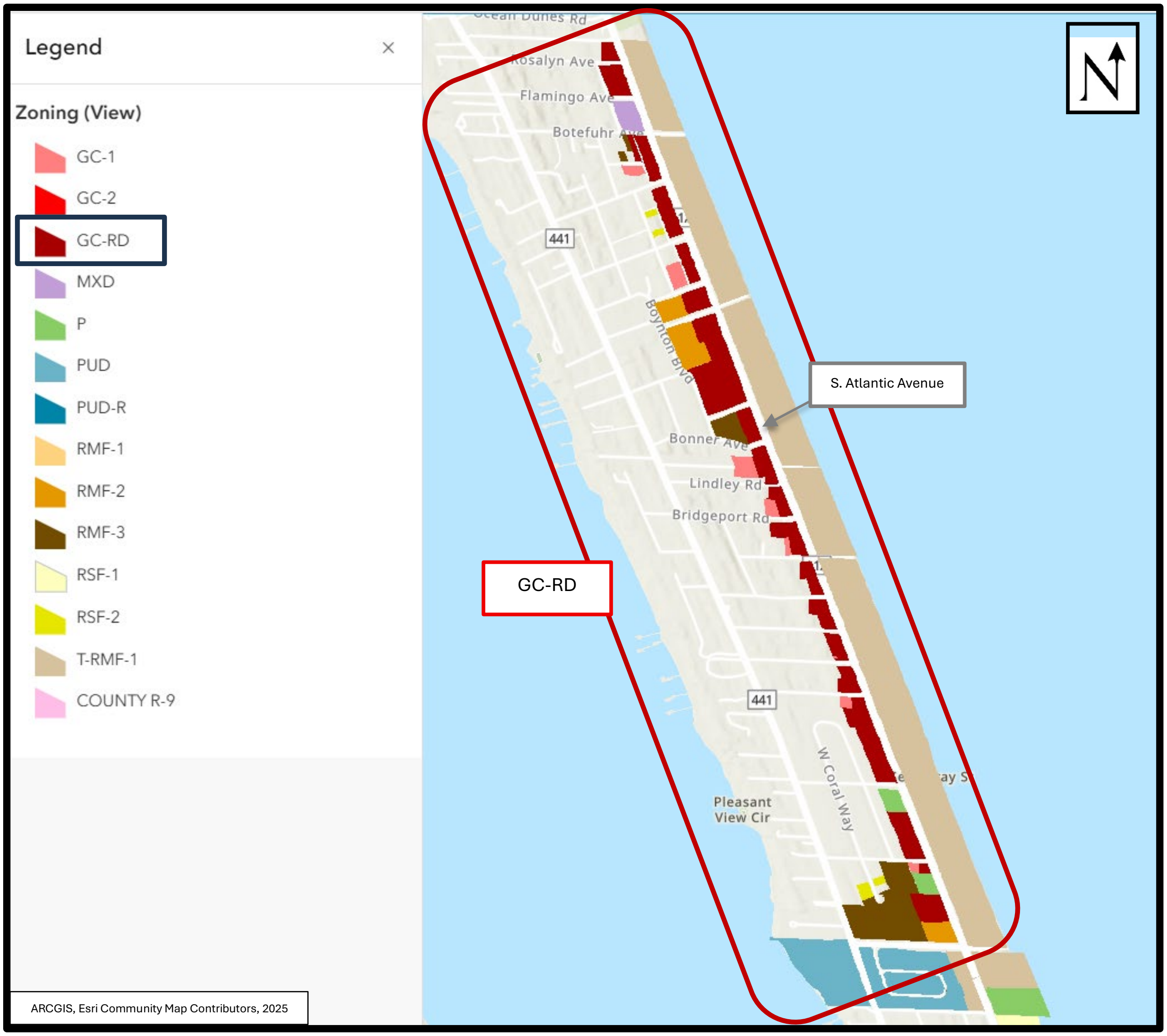
Daytona Beach Shores

1901 S. Atlantic Ave. to 2626 S. Atlantic Ave.

Zoning Map

Daytona Beach Shores

from to 1901 S. Atlantic Avenue to 2626 S. Atlantic Avenue



Note: Outline demonstrates areas in which the Daytona Beach Shores commercial properties along the west side of S. Atlantic Ave. are predominantly GC-RD General Commercial-Redevelopment District

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2026-02: Land Development Code Amendment to Streamline and Clarify the Application and Approval Requirements for Conditional Uses Generally, and to Streamline the Application, Approval, and Renewal Process for Certain Outdoor Dining Conditional Uses

SYNOPSIS:

Ordinance 2026-02 (Exhibit A), if approved, would amend Section 14-58. of the Land Development Code of the City of Daytona Beach Shores ("Code"), which outlines the **standards and criteria for approval of conditional use permits, generally**. The proposed amendment maintains life safety requirements while streamlining and clarifying the conditional use permit process as follows:

1. Streamlining and clarifying general requirements, including allowing completed checklist submission in lieu of requiring a statement demonstrating how individual requirements will be met.
2. Relieving the requirement to consider the number of surrounding conditional uses for administratively-approved conditional uses.

Ordinance 2026-02, would also amend Section 14-58.2.1.A. of the Code, which outlines the **standards and criteria for approval of outdoor dining conditional use permits**. The proposed amendment maintains life safety of users and others nearby while streamlining the outdoor dining conditional use process to provide ease and predictability for restaurant and wine bistro owners when considering outdoor dining as follows:

1. Allowing wine bistros to qualify for outdoor dining.
2. Providing an automatic annual renewal process and removing the renewal fee.
3. Simplification and clarification of application submission requirements.
4. Increasing the number of outdoor dining chairs allowed to be approved administratively from 25 to 28.
5. Increasing the outdoor dining parking requirement exemption threshold from 100 square feet to 150 square feet.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. Background:

Conditional uses may be authorized through the conditional use application submittal, review, and approval process. All conditional use applications currently require general application submissions along with conditional use-specific requirement submissions.

Currently, during each conditional use application review, staff must consider all other conditional uses granted in the vicinity of the proposed conditional use site to ensure the nature of the neighborhood is maintained to be mainly those uses allowed by right (listed as permitted uses) in each zoning district.

The conditional use approval process may authorize four distinct uses not allowed by right. *Live/Work Facilities* and *Tour Services* are approved administratively when all general and use-specific requirements are demonstrated and met. *Rental and Sales of Light Recreational Vehicles and/or Beach Equipment* must be approved by the City Commission. *Outdoor Dining* conditional uses are approved either administratively or by the City Commission, based on approval thresholds established in the Code. Outdoor dining conditional uses may be approved administratively when 25 seats or fewer and 6 tables or fewer are proposed and when in the front yard of an appropriate business, or when a site is located in the T Hotel/Motel District and the outdoor dining location faces the Atlantic Ocean. Applicants for proposed outdoor dining ineligible for administrative approval must seek a recommendation from the Planning and Zoning Board and approval from the City Commission before setting up or conducting outdoor dining. This is to ensure that proposed outdoor dining areas with the greatest potential to impact neighbors are reviewed as such, so impacts may be mitigated.

The process ensures minimum standards are met and maintained by all businesses offering outdoor dining. The most numerous and important of these standards require that life safety for all outdoor diners and others utilizing the services of the restaurant and nearby businesses is accounted for. Other established standards seek to minimize impacts and discomfort to neighbors of each outdoor dining site. Examples of this include outdoor dining being limited to specific hours (7:00 a.m. to 10:00 p.m.) and requiring non-administrative approval for dining areas planned in yards abutting residential properties.

Costs associated with outdoor dining approval include an application fee paid to the City in the amount of $110.00 for an application qualifying for administrative approval or $220.00 for an application requiring City Commission approval. Those requiring City Commission approval must also pay costs associated with notifying all abutting property owners by Certified Mail, publishing an ad in the News Journal, and placing a placard on the property. Currently, annual renewals require a $110.00 fee.

B. Staff Analysis:

The requirement for all conditional use permit applicants to generate and submit a written statement detailing how the application specifically meets each of the use's requirements and is consistent with the goals, objectives, and policies of the City's Comprehensive Plan may be more easily met by each applicant's completion and submission of a detailed checklist enumerating the requirements.

Relieving the requirement to consider the number of surrounding conditional uses for administratively-approved, lower-impact conditional uses, while maintaining the consideration requirement for non-administrative, potentially higher-impact conditional uses, will ensure the nature of the neighborhood is maintained to be mainly those uses allowed by right in each zoning district. Two of the three administratively approved conditional uses are conducted entirely indoors, and lower-impact outdoor dining is limited to a maximum of 6 tables; even if multiple properties in a specific area utilize administratively approved conditional uses, the nature of the neighborhood will remain intact and has the potential to be enhanced by said conditional uses.

Outdoor dining has the potential to increase a restaurant's revenue and is a desirable option for many diners. Outdoor diners and even empty-but-attractive outdoor seating areas can draw attention to restaurants, similar to the effects of well-placed banners. Regulations attempt to ensure safe use of outdoor dining spaces in a manner which enhances neighborhoods in the City. Easing, eliminating, clarifying, and simplifying these requirements where possible may encourage additional restaurants to consider and apply for approval to utilize outdoor dining.

Increasing the number of outdoor dining chairs allowed to be approved administratively from 25 to 28 will support additional table-size flexibility without significantly increasing the overall size and impact of the outdoor dining space and without triggering the requirement to obtain non-administrative approval.

Increasing the outdoor dining parking requirement exemption threshold from 100 square feet to 150 square feet of outdoor dining space, while implementing a maximum seat number for the space, will expand outdoor dining possibilities for some properties on which parking is either legal non-conforming or exactly meeting current Code requirements. Parking needs for outdoor dining at some restaurants may be eased slightly in this manner without negatively impacting the business(es) on the property due to both ride-sharing and to guests walking from nearby lodging or residences.

Two restaurants in Daytona Beach Shores currently have approvals for outdoor dining conditional uses and another two obtained approval prior to development through a development agreement. Based on currently active businesses, the potential exists for at least eighteen additional outdoor dining sites city-wide. Multiple outdoor dining spaces can contribute to the overall appeal and vibrancy of City corridors.

Goal A. of the City's Strategic Plan calls for a redeveloped west side, with destinations for residents and visitors which include sidewalk restaurants. Streamlining the outdoor dining requirements is consistent with Objective A.2 of the City's Strategic Plan to identify and remove obstacles to desired redevelopment and is consistent with the City's Comprehensive Plan. All City staff reviewers support the changes contained in Ordinance 2026-02.

C. Planning & Zoning Board Recommendation

The Planning & Zoning Board recommended approval of Ordinance 2026-02 at the February 9, 2026, P & Z Board Meeting. In addition to recommending approval for the originally proposed changes to the outdoor dining conditional use permit requirements, the Board's recommendation included approval of the following:

- Staff-requested changes to the general conditional use permit requirements
- Staff requested change to continue to require applicants to provide specifications for all proposed outdoor furniture
- Better-defined outdoor furniture requirements in Code Section 14-58.2.1.A.3.

- Requiring additional reviewers in Code Section 14-58.2.3.*Review and approval*. This section authorizes the City Manager or designee to make approval decisions based on Code requirements.

Attached Ordinance 2026-02 includes all recommendations made by the Board, except the recommended update to Code Section 14-58.2.3. *Review and approval.* described above. As the current verbiage in the Code is common practice, this language was left intact.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2026-02, as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2026-02, as presented."
OR
2. "I move to approve Ordinance 2026-02, with the following amendments..."
OR
3. "I move to approve Ordinance 2026-02, on the basis of the following..."

ATTACHMENT:
1. Exhibit A
2. EXHIBIT A - ORD 2026-02-LDC Text Amendment-GENERAL CU and OD CU PROCESS SIMPLIFICATION

Exhibit A

Ordinance 2026-02

ORDINANCE 2026-02

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO OUTDOOR DINING CONDITIONAL USES; AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX G – LAND DEVELOPMENT CODE, BY AMENDING SECTION 14-58 ENTITLED "SPECIAL EXCEPTIONS AND CONDITIONAL USES" TO STREAMLINE AND CLARIFY THE APPLICATION AND APPROVAL PROCESS REQUIREMENTS FOR CONDITIONAL USES GENERALLY, AND BY AMENDING SECTION 14-58.2.1.A. ENTITLED "OUTDOOR DINING" TO STREAMLINE THE APPLICATION, APPROVAL, AND RENEWAL PROCESS FOR CERTAIN OUTDOOR DINING CONDITIONAL USES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, according to the National Restaurant Association (2023), 7 (seven) in 10 (ten) customers enjoy having an outdoor dining option when they eat at restaurants; and

WHEREAS, general restaurant industry sources indicate that outdoor dining can increase restaurant revenue; and

WHEREAS, approval of general conditional uses could be achieved through a streamlined process, while maintaining current requirements and safeguards, which is desirable to many businesses and similarly acceptable to the City; and

WHEREAS, approval of administrative outdoor dining conditional uses could be achieved through a streamlined process, while maintaining current requirements and safeguards, which is desirable to many businesses and similarly acceptable to the City; and

WHEREAS, Goal A of the City of Daytona Beach Shores Strategic Plan calls for a redeveloped west side, with destinations for residents and visitors including sidewalk restaurants; and

WHEREAS, approved outdoor dining conditional use permits require an annual renewal fee; and

WHEREAS, Objective A.2 of the City of Daytona Beach Shores Strategic Plan calls for the removal of land development regulations which are obstacles to desired redevelopment and to enable or promote desired redevelopment; and

WHEREAS, this Ordinance is consistent with the goals, objectives, and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City staff report and City Commission agenda memorandum relating to this matter are hereby adopted as fully set forth herein.

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

(c). The foregoing recitals (whereas clauses) are hereby adopted as the legislative findings of the City Commission of the City of Daytona Beach Shores and incorporated into this Ordinance as set forth *in haec verba*.

(d). This Ordinance is an exercise of the City of Daytona Beach Shores' powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable law.

SECTION TWO: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores,* Appendix G - *Land Development Code*, Chapter 14, Section 14-58. entitled "Special exceptions and conditional uses." as follows:

Sec. 14-58. Special exceptions and conditional uses.

***

14-58.2. Conditional Uses.

1. *In general*. Conditional uses shall be generally limited to those uses or combination of uses which, because of their uniqueness, are not specifically identified as permitted uses~~,~~ or special exception uses within any zoning district in this Code.

2. *Application procedure and submission requirements.* A fee established in the schedule of fees relating to this Code shall be paid and a written application on the prescribed form shall be made to the city in order to perfect an application for a conditional use permit. In addition, the applicant shall provide, at a minimum, the following information:

   a. A conceptual plan depicting buildings, parking, driveway and access locations, utility service points, proposed screening or buffering, outdoor lighting and signage, outdoor furniture and fixture exhibits and any other information pertinent to the specific requested use of the site; and

   b. ~~A written statement specifically addressing the general requirements of the proposed use and stating why the application is asserted to meet the requirements of this Code and consistency with the goals, objectives and policies of the city's Comprehensive Plan.~~ Initial application: Property owner and business owner-signed and notarized checklist confirming that all general and specific conditional use permit requirements have been met. Said checklist shall be provided by the City. Renewals: Business owner-signed and notarized checklist confirming that all general and specific conditional use permit requirements have been met. Said checklist shall be provided by the City.

3. *Review and approval.* No conditional use activity may be conducted without first obtaining approval. The City Manager or designee shall have authority to review and administratively approve conditional use activity and applications as specifically permitted by this Code. The City Commission shall review ~~and approve all other~~ all conditional use applications which do not qualify for administrative approval. Decisions of the City Manager are appealable to the City Commission upon a written appeal being filed with the City Clerk within fifteen (15) days of the date of the City Manager's decision. Appeals to the City Commission shall be de novo. Approvals shall be formalized by issuance of a development order. Denials shall be formalized by issuance of a denial development order in accordance with the provisions of F.S. § 166.033, or its successor provision. The City Manager may delegate authority to issue administratively approved conditional use permits in which case the decision of the delegate is appealable to the City Manager upon a written appeal being filed with the City Clerk within fifteen (15) days of the date of the City Manager's delegatee's decision.

4. *Notice and hearing procedures.* The procedure for notice of non-administrative conditional use requests shall be consistent with the conditional use due public notice requirements set forth in App. G, section 2-2 of this Code.

   a. *Planning and zoning board action.* The Planning and Zoning Board shall hold a public hearing to consider and make a recommendation to the City Commission on conditional use applications to be heard by the City Commission. The recommendation of the Planning and Zoning Board shall be forwarded to the City Commission for consideration.

   b. *City Commission Action.* The City Commission shall hold a public hearing to consider the application, recommendation from the Planning and Zoning Board and any additional evidence presented before taking action on a proposed conditional use. However, if the Planning and Zoning Board fails to make a recommendation within a reasonable period of time as determined exclusively ~~in~~ at the discretion of the City Commission, the City Commission may take action on the conditional use without recommendation from the Planning and Zoning Board.

5. *General Requirements and Conditions*.

   a. *Conditions and Safeguards.* In granting any conditional use, or allowing a conditional use to continue, the city may prescribe appropriate conditions and safeguards to ensure compliance with the requirements of this Code and to safeguard public health, safety and welfare as may be consistent with sound and generally accepted land use planning practices and principles. ~~Such~~ These conditions may include ~~conditions such as~~, but are not limited to, time limits for the initiation and duration of the conditional use, specific minimum or maximum limits to normative Code requirements, or any other conditions reasonably related to the requirements and criteria of this Code and the safeguarding of the public health, safety and welfare as may be consistent with sound and generally accepted land use planning practices and principles.

   b. *Review Criteria*. When reviewing an application for a conditional use, the city shall consider the following requirements and criteria:

      (1) Traffic generation and access for the proposed use shall not adversely impact adjoining properties, businesses or general public safety;

      (2) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties beyond those generally experienced in the zoning district from permitted uses;

      (3) Required yards, screening or buffering, and landscaping shall be consistent with the zoning district in general and the specific needs of the

abutting land uses resulting from the impacts of the proposed development;

(4) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the zoning district and minimize impacts to abutting development; and

(5) The size, location, or number of non-administratively approved conditional uses in an area ~~of the proposal~~ surrounding the proposed site shall be considered in order to limit the proliferation of conditional uses and in order to maintain the overall character of the zoning district as intended by the uses permitted by this Code.

6. *Transfer or Abandonment of a Conditional Use.* Approved conditional uses shall be personal to the owner of the property. Therefore, ownership of a conditional use cannot be transferred to another party. The grant of a conditional use permit does not create a vested right in the use conditionally approved.

7. *Violation of Conditional Use Terms or Conditions.* Without limiting the generality of the provisions set forth in this ordinance, it is prohibited and unlawful for any person to violate or to refuse or fail to comply with any term or condition of a conditional use.

8. *Withdrawal of approval.* Failure to comply with any term, condition, or requirement of a conditional use may result in the conditional use approval being withdrawn.

9. A conditional use that is abandoned for a period of six (6) months or more after initial use shall be conclusively deemed abandoned and shall be subject to a new application and approval process.

10. No conditional use activity may be conducted under a withdrawn or abandoned approval. Withdrawal or observed abandonment shall be written and hand-delivered during business hours to the manager on duty at the restaurant or wine bistro and shall be sent by Certified Mail to the property owner.

~~8.~~ 11. An approval of a conditional use application which is not implemented within one (1) year of being approved shall lapse and be subject to a new application and approval process.

~~10.~~ 12. *Permit Prerequisite:* No application for a conditional use permit shall be processed by the city if the property owner owes to the city any ~~outstanding~~ fines, fees, taxes or other charges.

14-58.2.1. *Conditional Uses Permitted.*

The following uses are permitted as conditional uses subject to the provisions of this Code.

14-58.2.1.A. *Outdoor Dining.*

1. *Outdoor Dining*. Outdoor dining may be allowed as a conditional use in all commercial, planned unit development, and hotel/motel districts consistent with the regulations of this section. Outdoor dining not associated with a conventional restaurant or wine bistro shall not serve alcoholic beverages.
2. *Notice, Review, and Approval*.

   a. *Administrative Approval:* The City Manager shall have the power and authority to notice, review, and administratively approve the following outdoor dining conditional use applications: (i) applications proposing six (6) tables or fewer, or, applications proposing twenty-~~five~~ eight (~~25~~28) seats or fewer; and (ii) all applications for an area facing the Atlantic Ocean in the hotel/motel zoning district, regardless of the number of tables or seats.

   b. *City Commission Approval:* All outdoor dining applications not subject to administrative approval as set forth herein shall be noticed, reviewed and be subject to approval by the City Commission pursuant to this Code. Notwithstanding the threshold requirements for administrative approval contained herein, the following shall also be subject to approval by the City Commission: (i) all outdoor dining proposed to be located in the vicinity of the rear yard of a commercial zoning district directly adjacent to and abutting a residential zoning district on the rear yard in question; (ii) all outdoor dining proposed to be located in the vicinity of the side yard of a commercial zoning district directly adjacent to and abutting a residential zoning district on the side yard in question; and (iii) all outdoor dining in commercial zoning districts proposed to be located on or over any building or structure.

   ~~c. *Time Limitation and Extensions:* Outdoor dining conditional uses may be permitted for a maximum period of one (1) year. Outdoor dining conditional use permits may be renewed annually for a maximum period of one (1) year subject to approval from City Manager.~~

   c. *Time Limitation and Renewals:* Outdoor dining conditional uses shall be permitted for a period of one (1) year, with an automatic one (1) year renewal every year thereafter, provided the following:

   (1) The principal permitted restaurant or wine bistro is in operation and possesses a valid certificate of use; and

   (2) The terms and conditions of the development order issued at the time of approval are met; and

(3) The business passes the annual fire and life safety inspection and the city's review of the conditional use checklist criteria.

A restaurant or wine bistro that fails to meet the above criteria for the conditional use automatic annual renewal shall have three (3) months to be brought into compliance. If compliance is not achieved within the specified period, the outdoor dining conditional use approval shall be voided and all outdoor dining must cease until a new conditional use permit is applied for and approved.

(4) No fee shall be collected for an automatic outdoor dining renewal.

d. *Hours Permitted:* Outdoor dining may only be permitted and conducted between the hours of 7:00 a.m. and 10:00 p.m.

3. S*ubmission Requirements*. In addition to the conditional use application submission requirements, ~~the~~ each applicant for an outdoor dining conditional use permit shall submit a sketch of the outdoor seating area depicting all outdoor furniture and its dimensions from nearby property lines, buildings, parking spaces, driveways, utility service points including fire hydrants, proposed screening or buffering, outdoor lighting and signage, and any fixtures and refuse containers related to the outdoor dining along with the adequate and proportional landscaping required. Each applicant shall further submit manufacturers' images and descriptions of the specifications and appearance of any proposed outdoor furniture and fixtures, including specifications indicating such furniture is of a quality designed to withstand heavy-duty, high-frequency commercial use. ~~floor plan, building elevation, fire hydrants, setbacks, location of refuse containers, layout of all tables, chairs and other furniture, nearby utilities and pedestrian ingress and egress, a dimensioned sketch of the seating area, and photographs, drawings or manufacturers' brochures describing specifications and the appearance of the proposed tables, chairs, umbrellas or other objects related to the outdoor dining.~~

4. *Review Criteria.*

a. In commercial districts, outdoor dining may only be permitted where a restaurant, ~~or retail~~ establishment serving prepared food, or wine bistro generates over fifty (50) percent of its gross sales from the sale of food and/or the sale of merchandise and other goods consumed off site as determined by the City Manager. Establishments may be required by the City Manager to provide quarterly reports to the City Manager certifying the aforementioned. A registered state certified public accountant shall provide the required certification in accordance with sound and generally accepted accounting practices and principles.

b. All facilities proposing outdoor dining shall have been awarded a current and valid business tax receipt and certificate of use permit.

c. Permanent improvements associated with outdoor dining may be permitted in required front and side yards (setbacks), providing any permanent improvement, except for ground treatment and safety features, shall be located no less than three (3) feet from the property line. For the purposes of this section, a permanent improvement shall mean any structure, furniture, accessory or ground treatment that is anchored and/or permanently affixed on or to the ground.

d. Outdoor dining shall not be located in required parking or driveway elements.

e. Outdoor dining shall not impede or obstruct the flow of pedestrian traffic. In no case shall an unobstructed walkway or sidewalk be less than five (5) feet in width.

f. Umbrellas shall maintain seven (7) feet of vertical clearance from ground level.

g. Temporary stanchions with chains or ropes may be approved for the outdoor dining facility, the extent and nature of which shall be set out in the conditional use permit.

h. No fencing, railings, plantings or other barriers may be installed or erected to delineate an ~~the~~ outdoor seating area in the public right-of-way.

i. Outdoor dining areas shall not occupy an area more than fifty (50) percent of the total area of the primary restaurant or wine bistro ~~food preparation establishment~~, unless otherwise approved by the City Commission through an Outdoor Dining Conditional Use Permit application.

j. Outdoor dining facilities shall not create a parking deficiency inconsistent with the required off-street parking requirements of this Code. Additional parking demand created by outdoor dining shall be provided, consistent with section 14-48.6(15) of this Code, providing that an outdoor dining area which is less than one hundred fifty (~~100~~150) square feet and no more than twelve (12) seats, in any district is exempt from providing additional parking.

k. With the exception of menu boards that are conditionally approved by the city, no additional signage, including but not limited to umbrellas and furniture with signage, are allowed in the outdoor dining area.

l. With the exception of outdoor dining in the hotel/motel districts, food preparation and kitchen service equipment shall be located inside.

m. All outdoor dining elements including, but not limited to, furniture and accessories, elements shall be of quality design, materials and workmanship, as determined by the City Manager, to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. All elements shall be of significant and adequate weight to prevent easy toppling in significant winds as determined by the City Manager. All elements shall be of commercial grade.

n. All outdoor dining elements including, but not limited to, furniture and accessories, shall be of uniform design and style.

o. Outdoor dining areas shall not intrude upon designated components of egress such as exit discharge, exit discharge being defined as that portion of a means of egress between the termination of an exit and a public way.

p. Outdoor dining furniture and accessories shall be located a minimum of five (5) feet from driveways and other vehicular use areas. Use separation devices may be required to ensure a safe outdoor dining experience.

q. Lighting shall complement the existing building and outdoor dining design and shall not cause a glare to passing pedestrians or vehicles or residential districts. Seasonal lighting and decoration shall be approved by the Building Official. Lighting must be preapproved by the Volusia County sea turtle lighting staff.

r. All outdoor dining areas shall include adequate and proportional landscaping to enhance the patron experience. Existing landscaping may be used to satisfy this requirement as determined by the City Manager.

5. *Operation of outdoor dining facility*.

a. Notwithstanding the abandonment provisions of this ordinance, an outdoor dining establishment may temporarily terminate the operation of the outdoor dining on a seasonal basis without the outdoor dining conditional use permit being permanently terminated. During such time that the outdoor dining may not be in operation, all tables, chairs and accessories must be removed and stored inside. The city shall be noticed in writing by the property owner of such suspension of use.

b. The property owner shall be responsible for maintaining the outdoor dining area in a clean and safe condition. All food and drink items, trash and litter shall be removed continuously throughout the establishment's hours of operation and immediately after customer leaves the premises. Public sidewalk trash containers shall not be used as a means of disposing of table waste generated by outdoor dining customers.

c. The operation of an outdoor dining area shall not be conducted in such a way as to cause a public nuisance and the operation of such business shall not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets.

d. For any ~~Any~~ change in the location of or numbers of tables and/or chairs, ~~the~~ an approved ~~permitted~~ outdoor dining area shall require a new application and ~~permitting.~~ approval unless the change is determined by the City Manager or designee to be de minimis.

e. An outdoor dining facility shall only be used and operated in conjunction with, and under the same management and exclusive control of, a restaurant or food preparation facility located on the same or contiguous property as may be approved by the city.

f. The outdoor dining area's hours of operation shall be no greater than operating hours of the principal restaurant or food preparation facility.

g. Outdoor dining shall comply with all applicable local, state and federal laws including, but not limited to, life safety codes and the Americans with Disabilities Act.

h. An outdoor dining establishment shall temporarily terminate the operation of the outdoor dining during all severe weather warnings and events. During such time all tables, chairs and accessories not permanently installed must be removed and stored inside.

i. Outdoor dining music, activities and noise shall conform to the noise regulations contained in ~~chapter 16,~~ Chapter 16, ~~a~~Article II of this Code.

j. Feeding of wildlife shall be prohibited and unlawful.

j. All outdoor dining furniture and accessories shall be maintained in good repair.

***

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to the regulation of the matters and uses which are the subject of this Ordinance are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections One, Three, Four, Five, Six, and Seven shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

SECTION SEVEN: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption**.**

CITY OF DAYTONA BEACH SHORES, FLORIDA

____
NANCY MILLER, MAYOR

____ ______________________________
MICHAEL FOWLER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

____
GRETCHEN R. H. VOSE, CITY ATTORNEY

Passed on first reading this ______ day of ________, 2026.

Adopted on second reading this _______ day of _______, 2026.

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mark Swanson, LT
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2026-03 - AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO GENERAL PENALTIES FOR CERTAIN ILLEGAL ACTIVITY; PROVIDING FOR AN AMENDMENT TO SECTION 1-8 OF THE CITY OF DAYTONA BEACH SHORES CODE OF ORDINANCES WITH REGARD TO THE PROVISION OF PENALTIES FOR VIOLATIONS OF CITY CODE

SYNOPSIS:

The State Attorney discovered a line in section 1-8 of our municipal ordinance code stating the city would not seek imprisonment for municipal code violations. However, municipal ordinances can be arrestable and/or fineable offenses per the city municipal code and Florida State Statute. This has caused issues as officers occasionally make municipal ordinance violation arrests, which later result in felony charges (weapons and narcotics during subsequent searches).

FISCAL IMPACT STATEMENT:

BACKGROUND:

Due to the fact that there were contradictions in the municipal ordinance, it is determined the ordinance change would remedy the issue and allow for municipal ordinance violation arrests.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Ordinance 2026-03 on second reading.

ATTACHMENT:
1. ORD 26-03 Penalties for violation of City Code
2. Ord. 2026-03 Ex. A- Sec._1_8.___General_penalty__continuing_violations

3. Business Impact Statement - Ord 2026-03 General Penalties

ORDINANCE 2026-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO GENERAL PENALTIES FOR CERTAIN ILLEGAL ACTIVITY; PROVIDING FOR AN AMENDMENT TO SECTION 1-8 OF THE *CITY OF DAYTONA BEACH SHORES CODE OF ORDINANCES* WITH REGARD TO THE PROVISION OF PENALTIES FOR VIOLATIONS OF CITY CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII Section 2(b) of the *Constitution of the State of Florida* states that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions, render municipal services and exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, Sec. 162.22, Florida Statutes, authorizes municipalities to designate enforcement methods and penalties to be imposed for violations of ordinances adopted by the municipality, with such penalties expressly inclusive of sentencing to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law;

WHEREAS, it is determined that the imposition and enforcement of reasonable penalties for conduct deemed illegal and inappropriate by ordinance is necessary to protect and promote the health, safety, welfare, and morals of citizens of the City of Daytona Beach Shores; and

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

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

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

SECTION 1: Section 1-8, Code of Ordinances of the City of Daytona Beach Shores is hereby amended to read as stated in the attached Exhibit "A." For purposes of this Ordinance, <u>underlined</u> type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

SECTION 2: CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION 3: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the Code of Ordinances of the City of Daytona Beach Shores, Florida and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Sections," "Article," or other appropriate word; provided, however, that Sections Two, Three, Four, and Five shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

____
NANCY MILLER, MAYOR

________________________________ ________________________________
MICHAEL FOWLER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

____
VOSE LAW FIRM, LLP

Passed on first reading this ______ day of _____________, 2026.

Adopted on second reading this _______ day of ____________, 2026.

Exhibit A

Sec. 1-8. General penalty; continuing violations.

(a) Whenever in this Code or in any ordinance of the city any act is prohibited or is made or declared to be prohibited, unlawful or an offense, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be prohibited and unlawful in whatsoever manner, the violation of any such provision of the Code or any ordinance shall be punished by a fine not exceeding $500.00, and/or a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. Any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance of the city shall be deemed a public nuisance and shall be subject to abatement and code enforcement by the city utilizing any remedy available under law. The city may prosecute violations by any means authorized by controlling law and may seek any legal remedy available under controlling law. Each occurrence (violation of a code or ordinance) shall constitute a separate violation and subject the violator to separate penalties. Any code or ordinance violation may result in the city attorney, with the consent of the city manager, bringing suit on behalf of the city against the person or persons, or entity or entities, causing or maintaining the violation. ~~Notwithstanding the foregoing, the city shall not seek imprisonment as a penalty for any violation of the Code.~~

(b) Notwithstanding the provisions of subsection (a), the city commission may prescribe a different punishment and a tailored enforcement process for any violation of this Code.

(c) As used in this section, the phrase "violation of this Code" means any of the following:

(1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

(2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.

(3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.

(d) As used in this section, the phrase "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless the context requires otherwise.

(e) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise, the imposition of civil penalties or other administrative actions.

(f) Violations of this Code may be abated by injunctive or other equitable or civil relief, and no bond shall be required, nor proof of intent or scienter. The imposition of a penalty does not prevent equitable relief.

(g) In any litigation commenced by the city to enforce the provisions or to enjoin a violation of this Code, the city shall be entitled to reasonable attorney's fees incurred in such litigation.

(Ord. No. 2010-11, § 13, 7-13-10; Ord. No. 2015-06, § 5, 12-8-15; Ord. No. 2016-04, § 4, 3-22-16; Ord. No. 2016-06, § 4, 5-10-16)

Cross reference(s)—Code enforcement board, § 2-26 et seq.

State law reference(s)—Fines and forfeitures in county court payable to municipality, F.S. § 34.151; punishment for misdemeanors, F.S. §§ 775.082, 775.083.

Business Impact Estimate Form

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

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO GENERAL PENALTIES FOR CERTAIN ILLEGAL ACTIVITY; PROVIDING FOR AN AMENDMENT TO SECTION 1-8 OF THE CITY OF DAYTONA BEACH SHORES CODE OF ORDINANCES WITH REGARD TO THE PROVISION OF PENALTIES FOR VIOLATIONS OF CITY CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

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

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City’s website by the time notice of the proposed ordinance is published.*

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

<u>Business Impact Estimate:</u>

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

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

This Ordinance imposes and enforces reasonable penalties for conduct deemed illegal and inappropriate to protect and promote the health, safety, welfare, and morals of citizens of the City of Daytona Beach Shores.

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

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

None.

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

None.

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

None.

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

None.

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

None.

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

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Michael Fowler, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Resolution 2026-03 SUPPORTING THE VOLUSIA COUNTY BEACH MANAGEMENT FEASIBILITY STUDY

SYNOPSIS:

The City of Daytona Beach Shores recognizes that a coordinated, countywide approach to beach management is essential to mitigating coastal erosion and flooding risks, protecting economic and environmental resources, and ensuring the long-term sustainability of the shoreline.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Volusia County initiated a Beach Management Feasibility Study to assess erosion risks, evaluate shoreline management alternatives, and develop a comprehensive, long-term Beach Management Plan to protect infrastructure, enhance natural habitats, reduce storm-related damage, and sustain the local and regional economy. Adoption of a countywide Beach Management Plan by the Volusia County Council is a critical step toward eligibility for state cost-share funding and grant opportunities, helping to advance resilient shoreline strategies that benefit all municipalities within Volusia County, including the City of Daytona Beach Shores.

Additionally, the development of a countywide Beach Management Plan furthers the Daytona Beach Shores adopted Comprehensive Plan Coastal Element objectives and policies, which seek to realize community and coastal environment resiliency and the upland protection of private and public properties.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Resolution 2026-03 on first reading.

ATTACHMENT: 1. Res 2026-03 support county beach feasibility study

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA A RESOLUTION SUPPORTING THE VOLUSIA COUNTY BEACH MANAGEMENT FEASIBILITY STUDY, ENCOURAGING THE VOLUSIA COUNTY COUNCIL TO ADOPT A COMPREHENSIVE BEACH MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the coastline of Volusia County, Florida, has been severely impacted by hurricanes and coastal storms, resulting in significant erosion and the documented loss of millions of cubic yards of beach-quality sand; and

WHEREAS, the Florida Department of Environmental Protection has identified approximately 27 of the 37 managed miles of Volusia County's shoreline as critically eroded, underscoring the urgent need for coordinated, long-term shoreline management strategies; and

WHEREAS, Volusia County's beaches are a cornerstone of the regional economy and quality of life, generating approximately $4.3 billion annually in beach-oriented visitor spending, supporting more than 31,400 jobs countywide, and accounting for an estimated 17 percent of the county's overall economic activity; and

WHEREAS, regardless of visitors' primary reason for traveling to Volusia County, studies show that between 95 and 98 percent of visitors spend time at the beach, demonstrating that healthy and accessible beaches are a unifying driver of tourism across all market segments; and

WHEREAS, Volusia County's beaches also provide substantial recreational value to residents and visitors alike, with an estimated 61 million annual beach day visits, far exceeding visitation to other recreational assets and highlighting the beaches' role in public health, recreation, and community identity; and

WHEREAS, Volusia County initiated a Beach Management Feasibility Study to assess erosion risks, evaluate shoreline management alternatives, and develop a comprehensive, long-term Beach Management Plan to protect infrastructure, enhance natural habitats, reduce storm-related damages, and sustain the local and regional economy; and

WHEREAS, the feasibility study incorporated public input through outreach meetings, surveys, and coordination with municipal partners and stakeholders, reflecting a collaborative and transparent approach to coastal resilience planning; and

WHEREAS, adoption of a countywide Beach Management Plan by the Volusia County Council is a critical step toward eligibility for state cost-share funding and grant opportunities, helping to advance resilient shoreline strategies that benefit all municipalities within Volusia County, including the City of Daytona Beach Shores; and

WHEREAS, the City of Daytona Beach Shores recognizes that a coordinated, countywide approach to beach management is essential to mitigating coastal erosion and flooding risks, protecting economic and environmental resources, and ensuring the long-term sustainability of the shoreline; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that formally supporting the Volusia County Beach Management Feasibility Study and the development of a comprehensive Beach Management Plan is in the best interest of the City's residents, economy, and environment;

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

Section 1. The City of Daytona Beach Shores hereby expresses its full support for the Volusia County Beach Management Feasibility Study and urges the Volusia County Council to adopt the resulting Beach Management Plan at the earliest practicable opportunity to advance long-term, resilient shoreline protection measures.

Section 2. The City Manager or designee is authorized to transmit this resolution to the Volusia County Council and applicable state and federal agencies and to participate in ongoing planning, coordination, and implementation efforts related to the Beach Management Plan.

Section 3. This resolution shall take effect immediately upon its adoption

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: ___________________________
Mayor, Nancy Miller

ATTEST:

By: ______________________________ ________________________________
Michael Fowler, City Manager Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: ______________________________
Vose Law Firm, City Attorney

Passed and adopted on first reading this ________ day of __________________, 2026.

Posted this ________ day of __________________, 2026.

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Nancy Maddox, Recreation Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval to Apply for Urban Land Institute (ULI) Technical Assistance Panel (TAP) Program and Budget Appropriation

SYNOPSIS:

The City of Daytona Beach Shores seeks City Commission approval to apply for the Technical Assistance Panel (TAP) program through the Urban Land Institute and to appropriate $25,000 from general reserves to support participation in the program.

Daytona Beach Shores is a coastal community that has historically functioned as a pass-through corridor rather than a destination with a defined downtown or community core. As the City looks to evolve into a vibrant, walkable coastal destination, several challenges remain, including the absence of a clearly defined downtown or gateway, auto-oriented corridors such as Dunlawton Boulevard, and the presence of underutilized and aging properties—particularly in the northwest area of the City. Additional constraints include fragmented property ownership and development regulations that may not fully support mixed-use, pedestrian-oriented environments.

Despite these challenges, the City is well-positioned for transformation. The emerging Civic Hub and municipal campus, along with increasing private sector interest, including projects like the Aston Martin Residences, present a unique opportunity to establish a strong town center and attract high-quality development.

Participation in the ULI TAP program would provide independent, expert guidance in planning, urban design, economic development, and implementation strategies. The panel will help the City address key questions related to defining a downtown or gateway area, stimulating redevelopment and investment, and identifying policy and regulatory changes needed to support long-term revitalization.

FISCAL IMPACT STATEMENT:

The cost of the ULI Taps economic development study is $25,000 which is not budgeted in the current FY 25-26 budget. Staff would like commission to approve Resolution 2026-04 Budget Amendment #2 to transfer $25,000 from reserves to the general fund to cover the cost of the study.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approve submission of an application to the Urban Land Institute TAP program and authorize the appropriation of $25,000 from general reserves to fund the City's participation.

SUGGESTED MOTION:

ATTACHMENT:
1. ULI TAP Application-3-17-26
2. Resolution 2026_04 Budget Amendment #2 FY 25_26

Technical Assistance Panels (TAPs)

How does a TAP work?
Through the TAP program, ULI Central Florida is able to deliver honest, unbiased answers to land use and real estate questions that defy easy solutions. The TAP program is intentionally flexible to provide sponsoring organizations a customized approach to addressing specific local issues. The TAP program can help to address a broad range of issues by:

- Evaluating growth issues including economics and management;
- Analyzing the re-use potential of existing properties;
- Identifying key economic and land use issues relating to public/private land use situations;
- Evaluating specific development and land proposals or issues;
- Providing a market-based analysis of a local plan or development strategy; and
- Making targeted recommendations on maximizing the impact of public investments, phasing redevelopment, implementing local plans, etc.

Who are the panelists?
Panelists are selected from the over 3,000 ULI members in Florida, and occasionally outside of Florida, based on the specific nature of each assignment. Depending on the issues being tackled, panel member expertise includes developers and owners, investors, designers, planners, engineers, market and financial analysts, as well as members of the public sector. The multidisciplinary nature of the TAP approach typically results in an innovative set of recommendations for the site.

What are the deliverables?
Findings are delivered in a PowerPoint presentation at the end of each 1.5 day-long panel, along with a final report of recommendations. The TAP Panel event typically takes place 90 days from the application submission and the final report is typically submitted 45 days after the event.

How much will it cost?
ULI Central Florida charges an all-inclusive fee of $25,000 per TAP for Florida based expert panels. A panel with experts from outside Florida may require additional fees.

What is the application process?
Sponsors can apply to the TAP program at any time. After reviewing an application, ULI staff and members of the TAP committee will arrange a site visit in order to explore the area and better understand the panel's assignment. Decisions on whether the committee can accept the panel assignment will be determined shortly after the initial meeting. Please send your application to Kellee Seif, kellee.seif@uli.org.

Technical Assistance Panel Application

Lead Applicant Organization: City of Daytona Beach Shores Date of Application: ____________

Contact Person: Nancy H. Maddox Title/Role: Community Engagement Director

Address: 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118

Telephone: (386)562-0425 E-Mail: nmaddox@cityofdbs.org

Statement of the Problem

Give a brief description why you believe a Technical Assistance Panel (TAP) is needed. Discuss the nature of the assignment and the key issues and problems that you would like the panel to address. Include a brief history of the study area as well as any current activities and future plans for the project area. Please attach maps, statistics, proposals, and any other relevant information if necessary.

The City of Daytona Beach Shores is an active coastal community in east central Florida located between Daytona Beach and Ponce Inlet within Volusia County. Historically, the City has functioned primarily as a pass-through community along the regional coastal corridor rather than as a destination with a defined downtown or identifiable community core. Located on the Volusia County barrier island, the City is approximately 5.3 miles long and 2,000 feet at its widest point. In most cases, the City's corporate limits only extend one property west of the primary thoroughfare - South Atlantic Avenue. The remaining properties extending west of the City limits are a mixture of Daytona Beach, Port Orange and Volusia County properties.

Today, the City is experiencing an opportunity to reposition itself as a vibrant coastal destination with a walkable downtown environment that serves and grows the residential population while attracting visitors and investment. However, several key challenges remain:

- The City lacks a clearly defined downtown or identifiable gateway.
- Major corridors, particularly Dunlawton Boulevard, function primarily as vehicular connectors rather than community destinations.
- The northwest portion of the City contains a significant number of underutilized, aging, or blighted properties that present both redevelopment challenges and opportunities.
- Fragmented property ownership and varying parcel sizes limit redevelopment momentum.
- Existing development regulations and urban design standards may not fully support vibrant mixed-use and~~,~~ pedestrian-oriented environments.

Despite these challenges, the City has begun laying the groundwork for transformation. The City's Civic Hub and municipal campus are emerging anchors that could support the creation of a broader town center. Additionally, recent and proposed private investments, including luxury residential and mixed-use development such as the Aston Martin Residences Daytona Beach Shores by Valor Capital Real Estate Development, signal increasing market interest in the community.

To guide this transformation effectively, the City seeks assistance from a Technical Assistance Panel through the Urban Land Institute to provide independent expertise on planning, economic development, urban design, and implementation strategies.

Questions to be addressed by panel members

Please list three specific question to be addressed by the panel. These questions may be tweaked at a later date, but questions are necessary to determine the scope of the panel. It may be helpful to organize questions in the categories of Market Potential, Planning and Design, Development Strategies, and Implementation Strategies.

1. How can Daytona Beach Shores define and activate Dunlawton Boulevard, the northwest area of the City, or any other area of opportunity within the City as a recognizable downtown or gateway with mixed-use destinations that supports walkability, active lifestyle, and community identity where people want to live, work and gather.

2. What redevelopment and economic development strategies, incentives, and public-private partnerships would most effectively stimulate reinvestment in underutilized or blighted properties while attracting new residential and high quality, retail, hospitality, and commercial development?

3. What policies, regulatory changes, branding initiatives, and economic development tools and strategies should the City implement to support long-term revitalization and business retention, ensure the success of catalytic developments, and attract additional high-quality businesses and investment?

Management Plan

Identify individuals who will participate in the panel process and their areas of responsibility, Please include those who will be responsible for the preparation for the briefing book and organization of the briefing session, tour of the study area, on-site panel support, and follow-up.

TAP Main Contact: Nancy Maddox, Community Engagement Director

TAP Briefing Book Lead: Stewart Cruz, Community Services Director, Gwyn Herstein, Planner

TAP Onsite Logistics Lead: Nancy Maddox, Community Engagement Director

Stakeholders (may be interviewed preTAP or during TAP): City Commission members, City Manager, City Staff, local property owners and developers, business owners, regional economic development organizations, Florida Department of Transportation, Volusia County representatives, neighboring jurisdictions including Port Orange and Daytona Beach, and tourism and hospitality sector representatives.

Sponsor Information

The all-inclusive fee for the TAP is $25,000. Please indicate if funding is secured and describe the organization(s) that will serve as the sponsor(s) for the panel assignment.

City of Daytona Beach Shores

RESOLUTION 2026-04

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND FY 2025-2026 BUDGET FOR A TECHNICAL ASSISTANCE PANELS (TAPs) ECONOMIC DEVELOPOMENT STUDY FOR $25,000 , PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has found it desirable to amend the FY 2025-26 budget to include a Technical Assistance Panels (TAPs) Economic Development Study to be performed by the Urban Land Institute (ULI) of Central Florida for; and

WHEREAS, the City would like an economic development study to be conducted to assess the development opportunities within the city and to address these challenges with identifiable measures; and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the assessment and evaluation of the city economic environment; and

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

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

SECTION ONE: The Fiscal Year 2025-26 General Fund Budget shall be amended to a total of $24,325,300.

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

CITY OF DAYTONA BEACH SHORES, FL

____
NANCY MILLER, MAYOR

_______________________________ _______________________________
MICHAEL FOWLER, CITY MANAGER **CHERYL SCHWAB, CITY CLERK**

Approved as to form and legality:

____
VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this ______day of _________________, 2026.

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Nancy Maddox, Recreation Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Approval of Zev Cohen Engineering Agreement #ZC26026F for 2853 South Atlantic Ave. City Park and Budget Appropriation

SYNOPSIS:

The 2853 South Atlantic Beach Access project was identified as the second-highest priority in the City's Parks and Recreation Master Plan, as approved by the City Commission. To be eligible for ECHO grant funding, the City must complete all required engineering and construction documents in advance of the June 11, 2026, technical completeness deadline.

Staff has received a proposal from Zev Cohen & Associates, Inc. to provide civil site engineering, landscape architecture, planning, and environmental services necessary to advance the project. They are on a continuing services contract with the city.

FISCAL IMPACT STATEMENT:

This item is not in the FY 25-26 Budget and would require the approval of Resolution 2026-05 Budget Amendment #3 for Zev Cohen for $168,650.00 from reserves.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff approves the acceptance of the Zev Cohen contract for $168,650 to design the 2853 South Atlantic City Park (North of St. Kitt's Condo.) and Resolution 2026-05 appropriating $168,650 from reserves for the cost of the agreement.

SUGGESTED MOTION:

Motion to accept Zev Cohen agreement #ZC26026F and Resolution 2026-05 as presented.

ATTACHMENT:

1. 26056c01 F REV 4.2.26
2. Resolution 2026_05 Budget Amendment #3 FY 25_26

ZEVCOHEN & ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

VIA EMAIL
(nmaddox@cityofdbs.org)

March 18, 2026
(Revised April 2, 2026)

Nancy Maddox
Community Engagement Director
City of Daytona Beach Shores
3000 Bellemead Drive
Daytona Beach Shores, Florida 32118

Hereinafter referred to as Client.

RE: City of DBS - Oceanfront Park
ZC 26056 F

Dear Nancy:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering, landscape architecture, planning and environmental services for the above referenced project. We look forward to working with you and the City in development of the site. In reviewing this Contract, we hope that you will also consider the following items:

- Staff Size: We have a full-time staff including engineers, landscape architects, planners, environmental scientists, GIS analysts, and CADD technicians available to work on your project. Please visit us at www.zevcohen.com.

- Reliability: We have been in business for over 49 years and will still be in business to finish your project. ZCA maintains a corporate office in Ormond Beach to facilitate and expedite the project coordination with you and the local permitting agencies.

Based on our credentials, ZCA is pleased to provide you with this Contract for professional services concerning the design and permitting of your development in Daytona Beach Shores, Florida.

For the purposes of this Contract/Agreement for Services, we are assuming the design of this development will not be phased and that we will be able to design the entire site (i.e. utilities, stormwater, pavement, landscaping, irrigation, etc.) with single applications to the respective reviewing agencies.

Project Summary

The subject project site is located on A1A in Daytona Beach Shores, Florida, consisting of approximately ± 0.25 acres. Changes in ownership or project limits of the proposed site are subject to additional services. The proposed project is to be developed as a public park and will be separate from the existing walkover project.

Scope of Services

I. Project Management

ZCA shall act as the Prime Consultant and coordinate the services of all subconsultants engaged for the performance of this Agreement. ZCA will act as the primary point of contact between the Client and subconsultants and will facilitate communication, scheduling, and integration of subconsultant work into the overall service. ZCA will work to target substantial plans by July 2026 for the final ECHO Grant deadline.

II. Civil Engineering

A. Preliminary Engineering

ZCA shall contact the Geotechnical Engineer, Surveyor, Coastal Consultant and Architect to obtain information necessary to prepare a Preliminary Engineering Plan (PEP). The PEP will be based upon a concept sketch, building footprint, and input (i.e. building size, location, lot geometry, etc.) based on the City's Master Plan. All consultants' work required for ZCA's use shall be provided in a format acceptable by ZCA. The PEP will show roadways, lots, parking areas, building footprints, drainage features and general site information.

B. Final Engineering and Permitting

ZCA shall prepare Construction Plans for Civil site improvements, including paving, grading, drainage and water and sewer utilities in accordance with the City of Daytona Beach Shores Land Development Code. Construction Plans shall be based upon the PEP. The Civil Site improvements shall be designed to within five feet of the building exterior and other structures (i.e. covered plazas, covered walkways, etc.).

As part of the design, ZCA anticipates completing several design elements including, but not limited to the following:

1. Stormwater Management Calculations
2. Storm Drain Hydraulic Grade Line Calculations
3. CCCL Cut/Fill Calculations
4. Lift Station Design (if needed)
5. Water Distribution Analysis
6. Site Paving and Grading
7. Sanitary Sewer Collection System Design
8. Site Geometry and Layout Control
9. Opinion of Cost
10. Permitting RFI Responses

The following permit applications shall be prepared for the Client's signature and submitted to the regulatory agencies:

1. City of Daytona Beach Shores Site Plan Permit
2. Florida Department of Environmental Protection (FDEP) Stormwater Permit
3. Florida Department of Transportation (FDOT) Drainage Connection Permit or Exemption
4. FDOT Utility Connection Permit
5. Port Orange Utility Connection Use Permit
6. Florida Department of Environmental Protection (FDEP) Sewer Collection System Permit or Exemption
7. State Department of Health (DOH) Water Distribution System Permit or Exemption.

III. Landscape Architecture

A. Hardscape Design

1. ZCA shall prepare a Conceptual Hardscape Plan which identifies the location and type of proposed improvements, i.e.: entrance walls, fences, and signage. ZCA shall design the location of pavers, furniture layout, playground, and shade structures. A copy of the Conceptual Plan shall be sent to the Client for their review and comments. The Client's comments shall be incorporated into the Final Hardscape Plan.
2. ZCA shall prepare a Final Hardscape Plan based on the Conceptual Hardscape Plan and the Client's comments. The Plan shall delineate the location, layout and associated specifications of the ZCA hardscape elements. ZCA shall be responsible for the final design and specification of the sidewalks and pavers.

B. Landscape Design

1. ZCA shall prepare a Preliminary Landscape Plan identifying landscape components (proposed trees, shrubs and ground cover for landscape buffers, entrance features, and other designated planting bed areas). A copy of the Preliminary Plan shall be sent to the Client for their review and comment. The Client's comments shall be incorporated into the Final Landscape Plan.
2. ZCA shall prepare a Final Landscape Plan based on the Preliminary Landscape Plan, the Client comments and the City of Daytona Beach Shores and Volusia County requirements. The Plan shall identify final location of proposed plantings and their associated specifications.

C. Irrigation Design

ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of Daytona Beach Shores and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others. The irrigation plan will be designed and submitted after the municipality has conducted their first review and the landscape design has been finalized.

IV. Environmental

A. Gopher Tortoise Survey

ZCA will conduct a gopher tortoise burrow survey in accordance with the techniques outlined in the publication, Gopher Tortoise (Gopherus Polyphemus) Permitting Guidelines, Fish and Wildlife Conservation Commission (FWC), April 2008 (revised April 2023). The survey will be completed by one of ZCA's FWC Authorized Gopher Tortoise Agents. For permitting purposes, ZCA shall perform a 15% coverage survey. Upon receipt of permits, and prior to construction, ZCA shall perform a 100 % survey of the planned construction area along with an additional 25' adjacent to the construction area to identify all gopher tortoise burrows that occur.

ZCA shall provide a separate proposal to coordinate removal and relocation of the Gopher Tortoises once the number of burrows found on-site is known.

V. FDEP Coastal Permitting

ZCA shall include and coordinate with the project's FDEP Coastal Engineering Consultant (CEC) to produce all site related documents for submittal and application to FDEP for the Coastal Construction Control Line (CCCL) Permit. ZCA and the FDEP CEC shall coordinate with the appropriate project consultant to address comments generated by the Florida Fish and Wildlife Conservation Commission (FWC) and Volusia County as it relates to activities proposed east of the existing seawall, proposed site lighting and structural design information. Architectural and structural components of the submittal including, lighting, seawall footings, foundations, site lighting, signage and all vertical construction components shall be coordinated by the FDEP CEC. Seawalls, soils, 30-year seasonal high water level (SHWL) protection, and storm surge and wave load analyses are not anticipated or included. We assume a balanced condition regarding soil between the CCCL and the seawall with no dune restoration or enhancement necessary east of the seawall. If required, additional fees may be required. See attached scope and fee.

VI. Architectural Services

Hall and Ogle will provide building architectural, structural, and mechanical/electrical/plumbing services in support of the development of the park. The building design will be consistent with existing County restroom structures. Deliverables will include architectural floor plans, elevations, sections and details as well as structural engineering of foundations, walls, and roofs. Plumbing, electrical, and ventilation design will be provided to interface with new site utilities and building/site power and lighting. See attached scope and fee.

VII. Survey Services

ZCA shall provide surveying services through the City's existing surveyor. See attached scope and fee.

VIII. Geotechnical Services

Universal Engineering Sciences will provide foundation design, stormwater design, and recovery analysis. See attached scope and fee.

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IX. Meetings

ZCA shall attend in-person and virtual meetings (i.e., government, Client, Project Consultants, public hearings, etc.) requested by the Client. We have assumed a budget of fifty (50) hours for this service.

X. Bidding and Construction Administration Services

ZCA shall provide Construction Administration Services for the purpose of observing the progress of the project, observing that work generally aligns with design specifications and addressing technical issues. ZCA site visits are not intended to supervise the work or assume control of the project site, as these responsibilities will be that of the contractor and/or construction manager. ZCA will not be responsible for job site safety or the contractor's means and methods of work.

A. Bidding Services

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for Architectural, Civil site, and landscape architectural improvements for the Client's submittal to contractors. We assume "front end" specifications will be assembled by the City and they will administer the process.
2. Respond to up to two (2) RFI's and prepare addendums

B. Construction Administration Services

ZCA shall provide the following construction administration services for civil site and landscape architectural improvements (assume nine (9) months for construction):

1. Engineering

    a. Respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents, maximum two (2) RFIs.
    b. Review of "As-built" survey documents.
    c. Provide Engineering Certifications to the appropriate agencies (if applicable) based upon As-built Surveys prepared and certified by the Contractor's or Client's Registered Land Surveyor which will be in accordance with the regulatory agency and ZCA's requirements. The As-built survey shall be provided in both hard copy and electronic format. The As-built survey shall be prepared on ZCA's approved base plans with changes and location of design information shown.

2. Landscape Architecture

    a. Respond to Contractor's requests for additional information, clarification or interpretations of the Construction Documents, maximum two (2) RFIs.
    b. Review of Contractor modification requests to ensure that any proposed substitutions are of the same watering needs, growth rates, and are generally of the same aesthetic character and form as the substituted material

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

		TASK	FEE
I.	Project Management		$7,500.00
II.	Civil Engineering		
	A.	Preliminary Engineering	$10,000.00
	B.	Final Engineering and Permitting	$60,000.00
III.	Landscape Architecture		
	A.	Hardscape Design	$9,500.00
	B.	Landscape Design	$7,000.00
	C.	Irrigation Design	$1,500.00
IV.	Environmental		
	A.	Gopher Tortoise Survey	$1,000.00
V.	FDEP Coastal Permitting		$7,750.00
VI.	Architectural Services		$26,000.00
VII.	Geotechnical Services		$7,200.00
VIII.	Survey Services		$15,700.00
IX.	Meetings		$7,500.00
X.	Bidding and Construction Administration Services		
	A.	Bidding Services	$3,000.00
	B.	Construction Administration Services	$5,000.00
		TOTAL FIXED FEE	**$168,650.00**

All permit application and resubmittal fees shall be paid by the Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees.

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
2. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
3. Earthwork or Construction Cost Estimating

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4. Signage Design and Permitting
5. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
6. FEMA Map Revisions or Amendments
7. Concurrency Management Application
8. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
9. Species-specific field survey (except for Gopher Tortoise)
10. Permit applications for impacts to protected species
11. Arbor Services, including tree survey
12. Mitigation planning and coordination, including quantitative impact and mitigation assessments
13. GPS Services
14. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions)
15. NPDES permitting, inspections, and reporting
16. Preparations and recording of Plat
17. Color Rendering/Graphic Representations
18. Coordination and/or addressing Financial Institution or Lending requirements
19. FAA Air Studies or Formal FAA Approval
20. Coordination of franchise utilities beyond providing plans to the private utilities
21. USPS Coordination
22. LEED, Green Globes, or other similar environmental program Design Services, Coordination, or Commissioning
23. Review bids and make recommendation to the Client
24. Attend Bid Opening
25. Coordinate and attend a pre-construction meeting
26. Civil and Landscape Construction Administration items not listed above, including pay applications and shop drawing reviews.

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Written authorization to access land from current landowner
2. Cultural Resource Assessment Survey
3. Septic System, well, and grease trap design and permitting
4. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Documents or Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please note that the proposed fee is valid for a period of up to ninety (90) days from the date of the proposal. After this period, the proposed fees are subject to review and adjustment.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract or task authorization will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for over 49 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Robert J. Ball, P.E.
President

I, as Signatory, warrant and represent that I am authorized on behalf of ***City of Daytona Beach Shores***, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: ______________________________
Date

Accepted by: ______________________________
Signature

____
Print Name

____
Print/Type Company Name

RJB/ns
26056c01 F REV 4.2.26
cc: M. Dwight DuRant, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Kristopher Rowley, P.E.
Mark P. Karet, AICP
Viviana Vargas
Haley Calkins
File

Please help us create our files correctly by providing the following information:

1. Property Owner Name: ____

   Property Owner Address:____

   ____

   ____

   Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: ____

   ____

   Phone # ____________________ Fax # ______________________

3. Billing should be sent to the attention of: _____________________________

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: ____________ Not Applicable: __________

5. Provide property legal description or Parcel ID number: ______________________

   ____

   ____

   Legal description attached: [ ] (please check if applicable)

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	$250.00	Engineer I	$120.00
Department Director	$230.00	Landscape Architect I	$120.00
Senior Professional Engineer	$210.00	Planner I	$115.00
Senior Registered Landscape Architect	$200.00	Designer	$105.00
Project Manager	$200.00	CADD Manager	$140.00
Senior Planner	$180.00	Senior CADD Technician	$125.00
Senior Biologist/Env. Scientist/GIS Analyst	$190.00	CADD Technician	$105.00
Professional Engineer	$175.00	Construction Administration Manager	$155.00
Registered Landscape Architect	$170.00	Construction Administrator	$125.00
Environmental Scientist III/GIS Specialist III	$155.00	Construction Administration Technician	$110.00
Engineer III	$155.00	Certified Soil Scientist	$180.00
Landscape Architect III	$155.00	Certified Arborist	$115.00
Planner III	$150.00	Landscape Designer	$100.00
Environmental Scientist II/GIS Specialist II	$130.00	Engineering Technician	$ 90.00
Engineer II	$130.00	Biological Technician	$ 80.00
Landscape Architect II	$130.00	Technical Assistant	$ 75.00
Planner II	$125.00	Senior Clerical	$ 70.00
Senior Designer	$125.00	Clerical	$ 60.00
Environmental Scientist I/GIS Specialist I	$120.00		

   Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.
2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of $1.50 per page and color plots at $35.00 per page. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at $100 per half-day or $150 per day.
3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event, that an invoice is not paid in full within forty-five (45) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said forty-five (45) day period at a rate of 10% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said forty-five (45) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have forty-five (45) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.

Client Initials________

7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to $2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.

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19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify, defend, and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event 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 Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars ($5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, defend, and hold the Consultant and its sub-consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to the Client's proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided by the Client and others in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.

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29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.
30. Nothing contained in this Agreement shall require the Consultant to exercise professional skill and judgment greater than that which can be reasonably expected from other Consultants performing similar services. No fiduciary agreement or relationship is intended or implied. The Consultant makes no warranties or guarantees, express or implied, regarding the adequacy of the Instruments of Service or the outcome of the Project, all of which are hereby expressly disclaimed, including without limitation, warranties of constructability, fitness for a particular use and merchantability. The Consultant shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Consultant is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. The Client shall establish a reasonable contingency line item in the construction budget to cover damages and costs resulting from errors and omissions. The Consultant shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard care.

PURSUANT TO THE FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

RESOLUTION 2026-05

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND FY 2025-2026 BUDGET FOR ENGINEERING OF THE 2853 SOUTH ATLANTIC AVE CITY PARK FOR $168,650 BY ZEV COHEN AGREEMENT #ZC26026F , PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has found it desirable to amend the FY 2025-26 budget to include the engineering agreement #ZC26026F for Zev Cohen for the 2853 South Atlantic Ave. City Park for $168,650; and

WHEREAS, the City would like to apply for a Volusia County ECHO grant for the park, necessitating the engineered plans, and

WHEREAS, the design and construction of this city park is included in the City's Parks Master Plan, and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the engineering contract; and

WHEREAS, a budget amendment is required to include the Zev Cohen Engineering Agreement #ZC26026F for $168,650.

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

SECTION ONE: The Fiscal Year 2025-26 General Fund Budget shall be amended to a total of $24,493,950.

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

CITY OF DAYTONA BEACH SHORES, FL

____
NANCY MILLER, MAYOR

_________________________________ _________________________________
MICHAEL FOWLER, CITY MANAGER **CHERYL SCHWAB, CITY CLERK**

Approved as to form and legality:

____
VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this ______day of __________________, 2026.

CITY COMMISSION AGENDA MEMORANDUM
APRIL 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration of Budget Process Dates

SYNOPSIS:

The Truth in Millage (TRIM) process informs taxpayers, and the public, about the legislative process local taxing authorities use to determine ad valorem property, taxes. This process is governed by Florida State Statute Chapter 200 and provides for public input and requires each taxing authority to provide specific reasons for any changes in taxes and annual budget. The process begins with the property appraiser delivering an estimate of the total assessed value of nonexempt property to the City Manager and Finance Director of Daytona Beach Shores. This value is used for budget planning purposes.

Department directors, along with the City Manager and the Finance Director, meet regularly to develop a budget that delivers all the services, along with the personnel and equipment needed to deliver the services residents come to expect from their city. A workshop, open to residents, with staff and commission is scheduled in July where the proposed budget is presented. The Finance Director will highlight the changes in the budget from the prior year emphasizing increases in costs, and capital purchases. This is the time for residents and commissioners to discuss the budget: costs, effects on millage rate, items that should be added or subtracted, or anything having to do with the annual city budget. The budget workshop for FY 26-27 can be held either on Tuesday, July 21st at 4:00 pm with a special commission meeting to follow at 6:00 pm to accept a proposed millage rate or on Tuesday, July 28th at 4:00 pm with a special commission meeting to follow at 6:00 pm. Proposed millage rates must be submitted to the Volusia County Property Appraiser no later than August 4, 2026.

After the property appraiser receives the proposed millage rate from all municipalities, they will send out, to all property owners, the Notice of Proposed Property Tax. This is usually around August 24th.

Note: Once the proposed millage rate is approved, the city cannot approve a rate higher than the proposed rate without re-advertising the new rate to all property owners.

The City of Daytona Beach Shores must hold two public hearings during the budget process. The first or tentative hearing for the FY 26-27 Budget will be advertised in the Notice of Proposed Property Tax. Hearings must be scheduled between September 3rd and September 18th after 5:00 pm. Volusia County cannot schedule its hearings on days the school board has hearings scheduled and municipalities are not able to hold public hearings on the same days as Volusia County or Volusia County School Board. This is to allow tax payers the ability to attend each budget hearing. Volusia County is scheduled to have their first budget hearing on September 3rd and the School Board is scheduled for September 8th. The city can reschedule its normal monthly meeting from Tuesday, September 1st to Wednesday, September 9th to incorporate the first budget hearing. The meeting would be at the usual 6:00 pm time.

The second, and final public hearing can be scheduled between September 18th and October 4th. The city can schedule a special commission meeting on Tuesday, September 22th at 6:00 pm to discuss and approve the final millage rate and budget.

At each public hearing the percentage increase in millage over the rolled-back rate needed to fund the budget must be discussed along with the reason for any increase in ad valorem tax revenues. The rolled-back rate is the rate that will generate the same revenue as the prior year. These hearings are the opportunity for residents, staff, and commissioners to discuss the city's FY 26-27 Budget.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Set the following budget process dates:

- Workshop and special commission meeting - Tuesday, July 21st or July 28th - workshop to be held at 4:00 pm with special meeting being held at 6:00 pm
- Reschedule normal monthly meeting of Tuesday, September 1st to: First public hearing (Tentative) - Wednesday, September 9th at 6:00 pm.
- Second public hearing (Final) - Tuesday, September 22nd at 6:00 pm

SUGGESTED MOTION:

ATTACHMENT: None