City of Daytona Beach Shores

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

AGENDA
CITY COMMISSION MEETING
JUNE 2, 2026
6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118

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

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes May 5, 2026

7. CONSENT AGENDA:

A. Community Services Department Monthly Report - April 2026

B. Public Safety April Report

C. Monthly Executive Financial Report for April

D. Approval to purchase 5 portable radios

8. OLD BUSINESS:

A. Ordinance 2026-04: Vacation of Public Walkway Easement At 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

9. QUASI-JUDICIAL HEARING

A. Regular Site Plan RSP-A25-0008: *3411 South Atlantic Avenue, A Condominium* at 3411 S. Atlantic Avenue.

10. NEW BUSINESS:

A. Ordinance 2026-05: Land Development Code Amendment to Create a Definition for A-Frame Signs and Allow a Daily A-Frame Sign at Each Business After a Permit is Obtained

B. Resolution 2026-06 Approval of City Hall Wind Retrofit HMGP Grant

C. Charter required annual review of City Manager performance and compensation.

11. CITY ATTORNEY COMMENTS

12. CITY MANAGER COMMENTS

13. COMMISSION COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364,

CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

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MINUTES
CITY COMMISSION MEETING
May 5, 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 Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Recreation Director Nancy Maddox, Community Information Coordinator Madie McCallister, City Planner Gwyn Herstein, Human Resource Manager Susan Martin, 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. 15 Year Service Award for Sgt. Jessica Schoenbrod

Public Safety Director Mark Swanson presented Sgt. Jessica Schoenbrod with her 15-year service award.

6. APPROVAL OF MINUTES

A. City Commission Minutes April 7, 2026

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of April 7, 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 Departmental March report

B. Community Services Department Monthly Report - March 2026

C. Executive Financial Report-March 2026

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

Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Discussion on the future of the DB Shores Foundation

City Manager Mike Fowler explained that he recently met with the current foundation members, and they wish to end their service at the end of this year. The foundation has many accomplishments that include the Veteran's banner program, initial pickleball court funding and assisting with Public Safety's red dot program. All donations are tax-deductible and members must be a city resident. City staff will take over the banner program regardless of the commission's decision tonight. The current board would approve any successors if that is the direction of the commission. After a brief discussion, the City Commission decided to continue the foundation and bring forward potential residents for approval.

B. Settlement Agreement and Termination of Public Walkway Easement at 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

Director Cruz provided background on the easement. It was originally dedicated in 2005 per the city's code. The wooden dune walkover was damaged in various storms and previously repaired. After Hurricane Milton in 2024, the structure was deemed unsafe and was removed for fear of collapse. The current estimate to rebuild was $250,000 -$300,000, not counting the design concept. At this time, any future reimbursement from FEMA is uncertain. The proposed agreement would pay $25,000 for the condo to rebuild their own beach access and release the city from any obligation under the easement. The Tuscany Shores Condo Assoc. has executed the agreement and staff recommended approval. It was noted that the city had many access points for the beach throughout the city limits.
Resident Rick Brown felt the city needed to maintain beach access in this area. Resident Jonathan Langford felt the city should have many access points to the beach and the developer should put back the ramp that was destroyed.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the Settlement Agreement and Termination of the Public Walkway Easement at 2901 S. Atlantic Avenue (Tuscany Shores Condominium).
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 2026-04: Vacation of Public Walkway Easement At 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

The City Attorney read the ordinance by title only. Director Cruz explained that with the approval of the previous agenda item, this ordinance would formalize the process.
Resident Rick Brown spoke again, stating that the city needed beach access at this location.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2026-04 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. Discussion on 2853 S. Atlantic Avenue Park (n/k/a St. Kitts Park)

Community Engagement Director Nancy Maddox provided a timeline of the 2853 S. Atlantic Park, also known as St Kitt's Park. In 2002, the land parcel was rezoned to P for public use. In 2025, the Parks and Recreation Master Plan was approved, and this location was assigned the number 2 priority capital improvement after receiving feedback from surveys and stakeholder meetings. At the City Commission meeting on April 7th, the contract with Zev Cohen was approved to design the park elements in order for the city to apply for an ECHO grant. The proposed draft design is for discussion tonight. The elements include bathrooms, showers, foot wash, pavilion, exercise equipment, playground, picnic area and landscaping.
Comm. Dembinsky stated that he had received numerous emails and letters regarding the park project. After walking the location, he felt the proposed design was too large to fit into the area. He made an initial motion to remove the bathrooms, playground area and exercise equipment; keeping shaded areas and the foot wash. VM Politis seconded the motion.
Numerous residents spoke against the proposed park project for various reasons. Some felt it would entice unwanted visitors from the beach to the park area, while others felt the property was just too small for the design. Many speakers questioned why there was no ramp to the beach included, just stairs. It was explained by staff that the property was too narrow to provide the correct slope for ADA access. Some residents were concerned about this due to the previously approved agenda item of terminating beach access at the Tuscany where a ramp could be constructed. At this point, Comm. Dembinsky amended his motion to negate the current plan and allow the city manager to bring back a new one that contains shade, foot wash, shower with no other amenities. This amendment was seconded by Comm. Conomos. City Manager Fowler requested the motion not be restrictive if the city is rejected by FDEP for a ramp. The staff has ideas for improvements to the stairway to make for easier access to the beach. Mayor Miller requested the motion be restated. City Attorney Vose asked City Manager Fowler to articulate what he was looking for in a motion.
He responded: to allow city staff work with the residents to create a plan including shade, a foot wash and other minor improvements.
COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to allow city staff work with the residents to create a plan including shade, a foot wash and other minor improvements
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments.

11. CITY MANAGER COMMENTS

City Manager Mike Fowler reported that Public Safety has joined the FUSES program, and all City cameras are now monitored 24/7. He noted that Max Daytona will be converting from a hotel to a condominium. Staff is working on an amendment to the sign ordinance to include A-frame signs to improve business visibility. The City was awarded County funds to upgrade ongoing sewer projects,

and staff is creating a webpage to assist condominium managers. Mayor Miller received an award from RJ Longstreet for her volunteer work. Mr. Fowler also encouraged residents to participate in the City name change survey to provide additional feedback. He attended a meeting with the new owners of Sunglow Pier, who are working on upgrades to the restaurant.

12. COMMISSION COMMENTS:

Mayor Miller addressed an anonymous letter she received calling the writer a coward for not signing their name. She announced upcoming events for the next few weeks that include crosswalk education.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no additional audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items recommended for the next agenda.

15. ADJOURNMENT:

The meeting ended at 7:40 pm.

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL FOWLER

ATTEST:

CITY CLERK, CHERI SCHWAB

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 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 - April 2026

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

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

COMMUNITY SERVICE DEPARTMENT
PUBLIC WORKS & SEWER DIVISIONS
MONTHLY REPORT - APRIL 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:

- Community Center: Wall patching and touching up, helped with numerous set ups, sand and polish stainless steel handrails and tightened any loose steel cords, tennis area bathroom flusher replacement, reset AC multiple times
- Public Safety: Fixed fleet bathroom flusher, repaired sill outside of CID, worked on AC behind fleet, had flooring contractor back out for problems, installed blinds, building AC repairs and new dog kennel area AC repairs, repaired leaking sink, fixed ceiling tiles in gym area, replaced doorstop in upstairs bathroom

- City Hall: Assisted with replacement of the bad coil in the AC unit until it was discovered the wrong coil was delivered
- Facility: Assisted with AC problem at public works building, assisted sewer division with station one condensing unit install, replaced some of the garage door wheels

Electrician:

- Electrical Locates: 113
- Continued work on repairing the rope lights at the pavilion
- Fixed receptacles in public safety kitchen
- Assisted removing broken banners from the storms
- Started work on stairwell safety lighting repairs at public safety
- Removed and replaced faulty AC disconnect from station 3
- Checked control cabinet problem at station 5
- Trouble shot and rewired receptables at the small dog park
- Installed new motion lights on the east and west sides of city hall by running new conduit from the generator room
- Took and passed the electrical inspector principles and practices exam
- Assisted with sewer department at station 6 for pumps not coming on with generator power

PARKS / STREETS DIVISION:

This division has twelve maintenance positions, one custodial position, four street maintenance positions and seven park maintenance positions. Currently, this division is down two street maintenance positions.

Normal monthly duties:

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

limited to, mowing, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, checking and repairing beach walkovers as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. The custodial position is responsible for assisting with setting up for rentals at the Community Center if needed, janitorial type duties like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Replaced acorn box on south jail cell plumbing
- Removed broken panels of sidewalk 3309 SRA1A area and replaced
- Assisted with patching and touching up of Community Center inside walls
- Removed Votran signs and poles from south of Dunlawton Boulevard on S. Atlantic Avenue and filled in holes
- Marked and installed new litter law signs on S. Peninsula Drive
- Assisted with Community Center set ups for events and Public Safety Tour De Force event set up
- Continued to grind hazardous sidewalk areas
- Installed a new parking bumper in Community Center north parking lot and repainted existing
- Patched pothole around Moore and Boynton area
- Repaired storm drain washout by Browning and Boynton area
- Changed out the blue decorative banners with veteran banners
- Fixed the fencing at Beachcomber and McElory Parks
- Replaced necessary flags at all the parks
- Picked up garage and debris around the parks from the storms
- Irrigation repairs at McElroy Park, Frank Rendon Park, Florida Shores Blvd and around the pickleball courts

- Removed sand build up in the shower area at Frank Rendon Park
- Replace dead plants and adjust irrigation to keep them watered well
- Made new irrigation pump house tops for McElroy and Fornari Parks

SEWER DIVISION:

This division has four positions, however, this division is down one position for this month

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 – 104
- Removed temporary bypass pump at Station 6 after new generator installed
- Filled in a sinkhole at Station 3 and Station 4
- Checked sewer availability at 104 White Cap Avenue
- Installed hand wheel actuator for pump 2 at the Master Station
- Assist with replacement of AC disconnect at Station 3
- Watched illicit discharge videos for stormwater training
- Worked on sanding and rust treating the I-beam at Master Station

City of Daytona Beach Shores
Planning & Building Division Statistics
Monthly Report – April, 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: 4

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Mader Residence	3333 South Atlantic Avenue, Unit 401	4/1	Replace 3.5 ton HVAC system	$10,725.00	$132.02
Smith Residence	2725 South Atlantic Avenue	4/1	Replace 11 impact windows, size for size	$18,000.00	$198.34
G&R Group Properties	3724 South Atlantic Avenue, Unit 2	4/1	Concrete repairs	$32,000.00	$329.64
Mittra Residence	1925 South Atlantic Avenue, Unit 604	4/2	Install 4 motorized rolldown hurricane shutters	$16,939.00	$188.54
Johnson Residence	3 Oceans West Boulevard, Unit 5A8	4/6	Replace 2 sliding glass doors	$13,946.00	$161.02
Greenip Residence	224 Florida Shores Boulevard	4/7	Change out 2.5 ton heat pump system	$11,722.57	$141.01
Boylan Residence	2545 South Atlantic Avenue, Unit 1702	4/8	Tub to shower conversion, new vanities, kitchen cabinets	$25,000.00	$262.91
Ocean Villas Condo	3703 South Atlantic Avenue	4/8	Replace 2 ton heat pump split system	$11,419.00	$138.27
Montes Residence	3003 South Atlantic Avenue, Unit 3A2	4/8	Replace kitchen cabinets, tops, Remodel master shower	$121,218.95	$1,180.10
O'Day Residence	3801 South Atlantic Avenue, Unit 501	4/8	Replace kitchen cabinets	$15,494.98	$175.22

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Andary Residence	2 Oceans West Boulevard, Unit 400	4/8	Install 5 motorized rolldown hurricane shutters	$25,000.00	$262.91
Zambrotta Residence	2905 River Point Drive	4/9	Install PV solar panels on roof	$39,600.00	$333.73
Long Residence	140 Key Colony Court	4/9	Replace tile roof	$43,000.00	$434.50
Camacho Residence	2937 South Atlantic Avenue, Unit 1201	4/10	Replace 2 sliding glass doors	$17,850.00	$196.95
Cardinal Shores Condo	3733 Cardinal Boulevard	4/13	Balcony repairs	$73,148.00	$721.89
Crabby Joe's	3701 South Atlantic Avenue.	4/15	New epoxy flooring, cubbies and hostess stand	$41,250.00	$417.82
Kesler Residence	3737 South Atlantic Avenue, Unit 402	4/17	Replace 4 ton straight cool system	$17,013.00	$189.24
Berman Residence	3601 South Atlantic Avenue, Unit 301	4/17	Condo remodel	$38,000.00	$386.84
Doran Residence	3145 South Atlantic Avenue, Unit 901	4/17	Install 3 rolldown hurricane shutters	$14,620.00	$167.16
Williams Residence	3333 South Atlantic Avenue, Unit 1504	4/17	Remodel 3 bathrooms, tub to shower, vanities	$81,000.00	$796.73
Garrett Residence	2425 South Atlantic Avenue, Unit 1001	4/20	Replace 3.5 ton A/C system	$10,900.00	$133.60
Youngblood Residence	2 Oceans West Boulevard, Unit 1804	4/20	Replace 3.5 ton HVAC system	$10,480.00	$129.82
Sun Viking Lodge	2411 South Atlantic Avenue	4/21	Replace 2 sliding glass doors and 10 windows	$34,859.89	$356.89
Mucciarone Residence	3 Oceans West Boulevard, Unit 4B1	4/21	Remodel kitchen and master bathroom	$49,055.00	$492.22
Crabby Joe's	3701 South Atlantic Avenue	4/21	Relocate electric to feed bar, replace light fixtures	$17,500.00	$130.00
Pollack Residence	3102 Liberty Street	4/22	Complete electrical scope for new family residence	$32,875.00	$225.33
Malmen Residence	3703 South Atlantic Avenue, Unit 302	4/23	Remodel 2 guest bathrooms	$12,000.00	$143.50
Bolen Residence	156 Key Colony Court	4/23	Re-roof tile roof	$44,394.00	$447.78
Crabby Joe's	3701 South Atlantic Avenue	4/23	New epoxy flooring in bar space, bar expansion	$51,250.00	$513.15
Hutchinson Residence	2954 Sea Oats Circle	4/23	Replace 16 windows and 1 sliding glass door	$31,294.00	$322.91
Filosa Residence	2937 South Atlantic Avenue, Unit 2101	4/23	Replace 4 sliding glass doors	$35,650.00	$364.44
Filosa Residence	2937 South Atlantic Avenue, Unit 2102	4/23	Replace 3 sliding glass doors	$26,700.00	$279.12
Pollack Residence	3102 Liberty Street	4/23	New single family residence	$727,822.00	$6,962.56
Reid Residence	2937 South Atlantic Avenue, Unit 302	4/24	Replace 3 sliding glass doors	$27,250.00	$284.36
NNN Beach Properties LLC	3831 South Atlantic Avenue, Unit 1004	4/24	Master bath remodel, new tile and vanities	$41,501.00	$420.22

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Melling Residence	3855 South Atlantic Avenue, Unit 103	4/27	Install (1) HV accordion hurricane shutter	$10,682.00	$131.64
Anderson Residence	3855 South Atlantic Avenue, Unit PH3	4/27	Replace (1) HV accordion hurricane shutter	$12,787.00	$150.58
Thorn Residence	173 Key Colony Couty	4/30	Replace tile roof	$44,814.00	$451.78
Bahama House	2001 South Atlantic Avenue	4/30	Fireproof penetrations in stairwells 1 thru 9	$20,800.00	$224.17
Gilmour Residence	3003 South Atlantic Avenue, Unit 3C5	4/30	Install walk in shower in hall bathroom	$14,489.25	$165.96
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	$1,924,049.64	$19,144.87

Building Division Revenue by Permit Category:

PERMIT TYPE	APRIL 2026	FISCAL YEAR-TO-DATE 2025 TO 2026	APRIL 2025	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
BUILDING	$260,858.85	$484,731.46	$31,037.54	$155,440.97
ROOF	$2,316.92	$19,706.74	$12,351.62	$33,454.08
DEMOLITION	$0.00	$0.00	$0.00	$0.00
ELECTRICAL	$2,249.06	$28,453.47	$2,285.44	$27,888.22
MECHANICAL	$4,358.32	$26,651.45	$4,852.79	$30,843.47
PLUMBING	$2,610.67	$21,747.32	$2,429.43	$17,797.70
SIGN	$264.00	$1,264.00	$232.00	$1,603.97
POLITICAL SIGN BONDS	$0.00	$0.00	$0.00	$0.00
STORMWATER MANAGEMENT	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS	$404.50	$2,281.57	$748.31	$2,327.97
DEVELOPMENT FEES	$663.00	$3,809.00	$760.00	$2,150.00
PROMOTIONAL ACTIVITIES	$0.00	$0.00	$0.00	$0.00
TOTALS	$273,725.32	$588,645.01	$54,697.13	$271,506.38

Building Division Activities:

ACTIVITY	APRIL 2026	FISCAL YEAR-TO-DATE 2025 TO 2026	APRIL 2025	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
INSPECTIONS	{234} + [0] = 234	1786	298	1829
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0

TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{171} + [0] = 171	1326	145	1166
FAILED INSPECTIONS	{5} + [0] = 5	83	24	107

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: $26,162,370.69

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

Projects Begun Two Fiscal Years Ago – 2023 to 2024: $88,785,455.01

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Rachel Rizza, Admin Asst
SUBJECT: Public Safety April Report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. 05062026_MONTHLY REPORT FOR APRIL 2026

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 APRIL 2026

	Apr-26	26/YTD	Apr-25	25/YTD
Police Related Calls	*1,722*	*7,849*	*2,364*	*10,506*
Fire Related Calls	*75*	*342*	*86*	*332*
Rescue Related Calls	*87*	*285*	*62*	*255*
Fire Related Alarms Sounding	*12*	*62*	*23*	*87*
Traffic Citations	*155*	*815*	*285*	*889*
Written Warnings	*50*	*315*	83	*342*
Building Inspections	*196*	*418*	68	*291*
Arrests: Adults	*28*	*122*	33	*121*
Juveniles	*0*	*1*	2	*4*
City Ordinance Charges	*0*	*0*	0	*2*
Florida State Statute Charges	*36*	*138*	42	*145*
Accidents: Total	*19*	*59*	23	*80*
Street/Highway	*7*	*30*	15	*44*
Parking Lot	12	29	8	36

Mark Swanson, Public Safety Director

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

APRIL 2026 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	2	0
HAZARDOUS CONDITIONS	1	6	7
VEHICLE FIRES	0	2	1
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	0	11	3
VEHICLE CRASHES W/ENGINE RESPONSE	3	18	3
SERVICE CALLS	24	142	120
FIRE ALARMS	12	62	39
OTHER MEDICAL	32	96	0
CANCELLED EN ROUTE	15	84	22
TOTALS	87	423	195

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	6	13	24	10	25
HOTEL/MOTEL	4	1	34	13	14	5
ASSEMBLY	3	3	6	5	3	1
MERCANTILE	2	0	19	15	12	11
RESTAURANT	2	0	6	2	6	0
BUSINESS	17	0	56	15	38	3
OTHER	149	0	213	2	65	1
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	10	50	60	24	10
TOTALS	182	14	397	136	172	56

PLANS REVIEW: 8 hrs

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

APRIL 2026 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	46	139	93
BLS CALLS	41	117	162
TOTALS	87	256	255

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 April

Norman Medders	*4/6-10*	*Evaluating Performance Based Designs-Online*
Zachary Ignoffo *Heather Vanis*	*4/7-8*	*Infectious Control* *Online*
Glen Ingermann	*4/7-8*	*De-Escalation Techniques* *DSC*
Richard Jackson	*4/13-22*	*Instructor Techniques* *DSC*
Zachary Ignoffo	*4/27-5/8*	*Line Supervision* *DSC*
Jessica Schoenbrod	*4/27-5/1*	*Supervisor Leadership Institute* *Jacksonville*
Bill Phillips	*4/28-30*	*Reflexive Shooting Instructor* *Volusia Gun & Hunt Club*
Ernie Jarvis	*4/27-5/1*	*Post Blast Inspections* *VSO*

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 APRIL 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 rear shocks	**veh #179**
Install Whelen lights	**veh #219**
Replace trailer swing jack	**veh #214**
Replace wiper blades	**veh #172**
Replace tire pressure sensor	**veh #173**
Replace tire pressure sensor	**veh #178**
Replace spotlight	**veh #178**
Replace air filter	**Station 4**

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

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

SYNOPSIS:

The current General Fund budget is $24,593,950 and General Fund Capital Improvement Fund budget is $6,013,000 for a total of $30,606,950. For the end of April 2026 which is the seventh month of the current fiscal year, revenue is $18,161,383 or 60% of budgeted revenue. Expenses year to date are $9,647,997 or 32%. Expenses are down from budgeted due to the timing of capital improvement projects. The Sewer Fund budget is $43,952,900 which accounts for $23,228,400 in sewer projects. Revenue is up approximately $280k above this time last year. Expenses are 1% lower than this time last year.

City investments have a total market value of $26,590,650 of which $18,315,611 is attributed to the General Fund.

FISCAL IMPACT STATEMENT:

Fiscal year revenue and expenses are within budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 25-26 Pd 07 April

EXECUTIVE SUMMARY
Month Ending April, 2026

April, 2026

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$18,161,383	$9,647,997	$8,513,386	47%
General Fund Sub-Total	**$18,161,383**	**$9,647,997**	**$8,513,386**	**47%**
Sewer Fund Operations	$2,085,741	$1,770,149	$315,592	15%
Sewer Fund Restricted Impact Fee	$4,989	$1,996	$2,993	60%
Sewer Fund Sub-Total	**$2,090,730**	**$1,772,145**	**$318,585**	**15%**
TOTAL ALL FUNDS FISCAL YTD	**$20,252,113**	**$11,420,142**	**$8,831,971**	**44%**

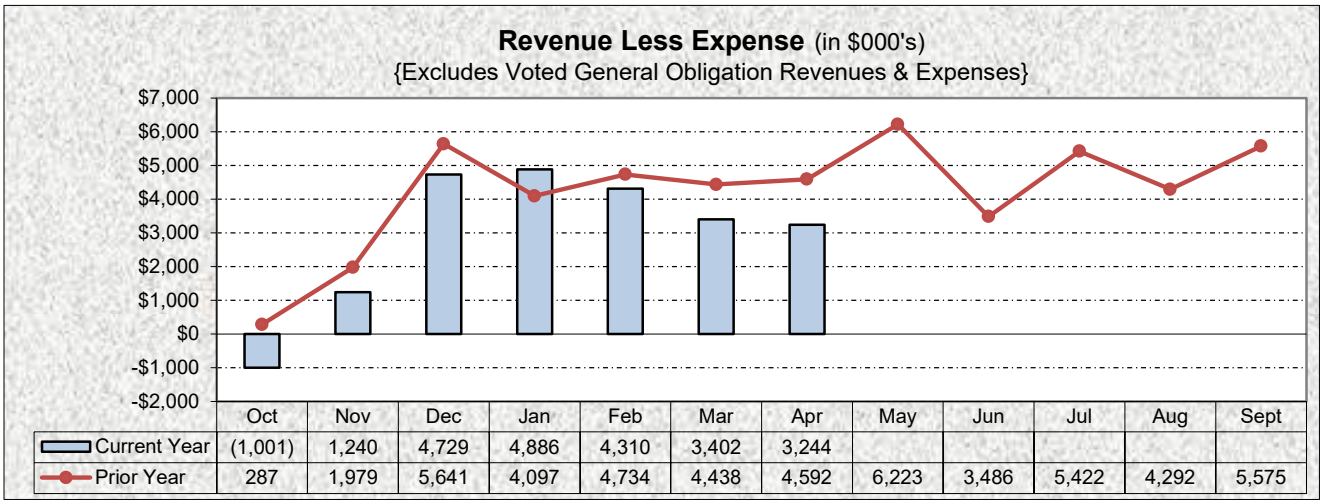
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$29,271,089	$28,339,304	$931,785	3%
Sewer Fund	$12,616,205	$12,771,416	($155,211)	-1%
Sub-Total Operating Funds	**$41,887,294**	**$41,110,720**	**$776,574**	**2%**
TOTAL ALL FUNDS	**$41,887,294**	**$41,110,720**	**$776,574**	**2%**

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	$4,002,719	($229,928)	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	$437,749	($214,909)	
PROJECTED FYE NORMALIZED CASH FLOW	**$4,440,467**	**($444,837)**	**$3,995,630**

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

Month Ending April, 2026

NON-G.O. FUNDS	April, 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	$24,594	$18,161	$18,220	($59)	0%
General Fund Capital			$0	$0	
Utility Fund	$43,953	$2,086	$1,754	$332	19%
Utility Fund Capital			$0	$0	
Total Revenues & Appropriations	**$68,547**	**$20,247**	**$19,974**	**$273**	**1%**
Expenses ('000s)					
General Fund Less Capital	$18,566	$9,462	$12,140	($2,678)	-22%
General Fund Capital	$6,028	$186	$1,823	($1,637)	-90%
Utility Fund	$20,725	$1,772	$1,572	$200	13%
Utility Fund Capital	$23,228	$866	$0	$866	
Total Expenses & Appropriations	**$68,547**	**$12,286**	**$15,535**	**($4,115)**	**-26%**
Revenue Less Expense ('000s)					
General Fund	$0	$8,513	$4,256	$4,256	$1
Utility Fund	$0	($552)	$181	($734)	-406%
Revenue Less Expense	**$0**	**$7,961**	**$4,437**	**$3,522**	**79%**



General Fund Detail Budget Report

Month Ending April, 2026

	April, 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	9,311,767	9,153,932	157,835	1.72%
Business Taxes	98,000	96,085	105,561	(9,476)	-8.98%
Utility Taxes	1,070,000	606,426	578,632	27,794	4.80%
Permits & Franchise Fees	1,160,500	629,398	605,977	23,421	3.86%
Intergovernmental	2,903,500	261,474	270,442	(8,968)	-3.32%
Donations	-		1,235	(1,235)	-100.00%
Charges for Services	2,024,100	1,521,408	1,409,177	112,231	7.96%
Fines & Forfeitures	105,000	44,830	32,045	12,786	39.90%
Non-G.O Interest	45,000	66,534	241,319	(174,786)	-72.43%
Unrealized Investment G/(L)	450,000	222,987	-	222,987	
Miscellaneous & Fixed Asset Sales	70,500	38,026	1,251,832	(1,213,807)	-96.96%
Internal Services	1,110,400	645,750	734,008	(88,258)	-12.02%
Non G.O. Transfer In-Fund Balance	5,126,550	4,716,700	4,816,000	(99,300)	-2.06%
Non-G.O. Gen. Fund Revenue	$24,593,950	$ 18,161,383	$ 19,200,160	$ (1,038,777)	-5.41%
Non-G.O. CAPITAL Revenue	6,013,000			0	
Total Non-G.O. Revenue	**30,606,950**	**18,161,383**	**19,200,160**	**(1,038,777)**	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	203,000	112,616	102,784	9,832	9.57%
Executive	983,200	442,446	426,982	15,464	3.62%
Finance	774,400	391,438	355,430	36,008	10.13%
Legal Counsel	185,100	67,030	66,051	980	1.48%
Comp. Planning	150,600	73,337	72,103	1,234	1.71%
Information Technology	922,100	644,092	392,320	251,773	64.18%
Other Gov't Services	59,000	340	4,995	(4,655)	-93.19%
Public Safety-Admin	1,758,200	925,322	908,425	16,897	1.86%
Public Safety-Patrol/Rescue/CID	7,125,100	3,224,639	2,783,397	441,242	15.85%
Public Safety-Auto Maint.	198,900	109,532	89,525	20,007	22.35%
Public Safety Operations	9,082,200	4,259,493	3,781,347	478,146	12.64%
Building Dept.	649,900	350,261	297,765	52,496	17.63%
Emergency Mgmt - Hurricanes	-		-	-	
Phy. Envir. -- Solid Waste/Recycle	1,671,500	967,388	913,834	53,554	5.86%
Public Works-Admin	543,000	355,368	323,797	31,571	9.75%
Public Works-Bldg. Maint.	644,800	294,129	259,787	34,342	13.22%
Public Works-Streets	958,700	396,594	438,722	(42,128)	-9.60%
Public Works Operations	2,146,500	1,046,091	1,022,306	23,784	2.33%
Human Resources	240,000	75,585	26	75,559	290611.54%
Parks & Rec	1,068,850	351,597	270,499	81,098	29.98%
Community Center	629,000	347,134	350,567	(3,433)	-0.98%
Economic Development Programs	100,000	26,263	9,335	16,928	181.34%
Contingency/Transfers	5,330,400		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	24,593,950	9,462,384	13,119,618	(3,657,234)	-27.88%
Non-G.O. CAPITAL Expense	6,013,000	185,613	2,140,837	(1,955,224)	-91.33%
Total Non-G.O. Expense	**30,606,950**	**9,647,997**	**15,260,455**	(5,612,458)	-36.78%
Non-G.O. Revenue Less Expense	**$ -**	**$ 8,513,386**	**$ 3,939,705**	**$ 4,573,681**	116.09%

Utility Fund Detail Budget Report

Month Ending April, 2026

Fund 401	April, 2026 Current Budget	Current YTD Actual	VERSUS PRIOR YEAR TO DATE: Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$ 4,400,400	$1,921,450	$1,756,946	$164,504	9%
Interest	105,000	164,291	47,918	116,373	243%
Grants	22,853,400		0	0	
Approp. Ret. Earnings & Debt Proc.	16,578,000		0	0	
Transfer from Fund Balance			0	0	
Total Operating Revenues	**$ 43,936,800**	**$2,085,741**	**$1,804,863**	**$280,878**	252%
Operations Expenditures					
Sewer Operating Incl. Depreciation	$ 4,130,400	$1,767,731	$1,786,916	$19,185	1%
- Less Debt Service Principal [a]	16,578,000		0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	23,228,400	2,418	0		
Total Operating Expense	**$ 43,936,800**	**$1,770,149**	**$1,786,916**	**$19,185**	**1%**
Operations Margin	**$ -**	**$315,592**	**$17,947**		
% Gain/(Loss)		**18%**	**1%**		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	$ 16,000	$ 4,926	$3,359	$1,567	47%
Impact Fee Interest	100	63	71	(8)	-11%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	**$ 16,100**	**$ 4,989**	**$ 3,430**	**$ 1,559**	**45%**
Impact Fee Expense					
Sewer Impact Fee Exp	$ 16,100	$ 1,996	$1,996	$ -	0%
Total Impact Fee Expense	**$ 16,100**	**$ 1,996**	**$1,996**	**$ -**	**0%**
Impact Fee Margin	**$ -**	**$ 2,993**	**$ 1,434**	**$ 1,559**	**109%**
% Gain/(Loss)		**150%**	**72%**		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	$ 43,952,900	$2,090,730	$1,808,293	$282,437	
TOTAL FUND Expense	$ 43,952,900	$1,772,145	$1,788,912	($16,767)	
FUND Revenue Less Expense		**$318,585**	**$19,381**	**$265,670**	

[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 April, 2026

Department	Description	Budgeted*	Paid
60645 Lease	Lease	1,286,500	-
30100 GF Improvements	Improvements	82,500	58,782
30200 GF Vehicles/Equipment	Equipment/Vehicles	-	
30500 PS Vehicles/Equipment	Equipment/Vehicles	585,000	59,201
30800 GF Transportation	Improvements	90,000	
31700 GF Facility Renew/Replace	Building, Land, Improvements	3,505,000	52,440
32200 GF Leisure Capital	Improvements, Machinery	478,570	15,190
601 Forfeiture	Machinery/Equipment		
	GENERAL FUND TOTAL	**6,027,570**	**185,613**
40800 SWR Equipment	Equipment	505,000	132,660
40900 SWR Improvements	Improvements	26,671,625	733,176
	Capital Offset to Depreciation Exp	(27,176,625)	(865,836)
	GRAND TOTAL	**6,027,570**	**185,613**

INVESTMENT REPORT
Month Ending April, 2026

Policy Restrictions

Investment	April, 2026	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	63.5%	Yes
Cash & CDs	CASH			None	36.5%	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	$ 646	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	$ 646	4.48%	0%
TOTAL SBA						**$ 1,291**		**0.0%**
U.S. Treasury Bill	912797TD9	6/18/2026	Investment	USGS	General Fund	$ 1,894,840	2.61%	5%
U.S. Treasury Bill	912797SW8	5/28/2026	Investment	USGS	General Fund	$ 2,217,048	2.63%	5%
U.S. Treasury Bill	912797SW8	11/29/2024	Investment	USGS	General Fund	$ 6,036,793	2.63%	14%
U.S. Treasury Bill	912797TV9	2/18/2027	Investment	USGS	General Fund	$ 4,081,363	3.45%	10%
U.S. Treasury Bill	912797EU5	4/15/2027	Investment	USGS	General Fund	$ 4,085,567	3.54%	10%
U.S. Treasury Bill	912797UK1	10/15/2026	Investment	USGS	General Fund	$ 1,896,852	2.67%	5%
U.S. Treasury Bill	912797SW8	5/28/2026	Investment	USGS	Sewer Fund	$ 1,710,408	2.17%	4%
U.S. Treasury Bill	912797TN7	5/28/2026	Investment	USGS	Sewer Fund	$ 2,916,747	2.23%	7%
U.S. Treasury Bill	912797SX6	7/16/2026	Investment	USGS	Sewer Fund	$ 1,751,032	2.19%	4%
TOTAL US TREASURIES						**$ 26,590,651**		**63.5%**
Bank of America	004537065882		Cash	CASH	Working Cash	$ 12,337,977	0.75%	29%
Bank of America	005562564319		Cash	CASH	Sewer Operating	$ 1,852,605	0.75%	4%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	$ 10,991	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	$ 920,324	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	$ 113,748	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	$ 22,724	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	$ 36,983	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	$ -	0.00%	0%
TOTAL BANKS						**$ 15,295,351**		**36.5%**

TOTAL CURRENT VALUE @ PERIOD END	**$41,887,294**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**1.7952%**

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)	$ 29,271,089	$ 29,932,419	$ 28,339,304	$ 25,268,370
Sewer Fund	$ 12,616,205	$ 12,151,330	$ 12,771,416	$ 12,846,133
TOTAL	**$ 41,887,294**	**$ 42,083,749**	**$ 41,110,720**	**$ 38,114,503**
Percent Change for Current	**N/A**	**-0.5%**	**1.9%**	**9.9%**

Month Ending April, 2026

April, 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%	$ 646		$27
BoA	Cash-Pool Cash Account (5882)		0.75%	$ 12,337,977		$92,535
	Includes Contraband Pool Cash			$ 45,552		$0
	Includes Economic Development Cash			$ 506,608		$0
	Includes Capital Improvement Funds			$ 1,280,791		$0
	Less: Pool Cash Due to Sewer Funds			$ (2,254,044)		$0
Seacoast	Cash-Pool Cash Account (0706)	$36,983	0.15%	$ 36,983	$0	$55
Chase	Cash-Pool Cash (2110	$920,324	0.75%	$ 920,324	-	$6,902
	Less: Pool Cash Due to Sewer Fund			$ (200,156)		$0
	CD (5936)	$113,748	1.85%	$ 113,748	$0	$2,104
JP Morgan	US Treasury Securities	$18,153,034	3.02%	$ 18,315,611	$162,577	$547,390
ALL GENERAL FUND			**2.61%**	**$ 29,271,089**	**$162,577**	**$649,014**
			PRIOR MONTH	**$ 29,932,419**		

SEWER OPERATING						
SBA	Investment (032)	$646	*4.15%*	$ 646	$0	$27
BoA	Sewer Operating Fund (4319)	$1,852,605	0.75%	$ 1,852,605		$13,895
Seacoast	Cash (4966)	$22,724	0.15%	$ 22,724	$0	$34
	Add: Pool Cash Due From General Fund			$ 2,377,722		$0
JP Morgan	US Treasury Securities	$8,249,808	2.31%	$ 8,275,040	$25,232	$190,421
ALL SEWER OPERATING FUND			**2.27%**	**$ 12,528,736**	**$25,232**	**$204,376**
			PRIOR MONTH	**$ 12,064,514**		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	$ 10,991		$82
	Cash-Pool Cash Due From Gen. Fund			$ 76,478		$0
ALL SEWER IMPACT			**0.09%**	**$ 87,469**	**$0**	**$82**
			PRIOR MONTH	**$ 86,816**		

ALL FUNDS	**2.04%**	**$ 41,887,294**	**$187,810**	**$853,473**
	PRIOR MONTH	$ 42,083,749		
	MONTHLY CHANGE	$ (196,455)		
	MONTHLY CHANGE %	-0.5%		

Month Ending April, 2026

April, 2026

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (6-month)	912797TD9	12/22/25	06/18/26	$ 1,904,000		$ 1,872,200	2.61%	*$ 1,894,840*	$ 22,641		$ 31,800
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	$ 2,223,000		$ 2,182,903	2.63%	*$ 2,217,048*	$ 34,145		$ 40,097
J.P.Morgan	US Treasury Bill (12-month)	912797TV9	03/05/26	02/18/27	$ 4,203,000		$ 4,066,342	3.45%	*$ 4,081,363*	$ 15,021		$ 136,659
J.P.Morgan	US Treasury Bill (12-month)	912797EU5	04/30/26	04/15/27	$ 4,232,000		$ 4,087,768	3.54%	*$ 4,085,567*	$ (2,201)		$ 144,232
J.P.Morgan	US Treasury Bill (6-month)	912797SW8	11/28/25	05/28/26	$ 6,053,000		$ 5,943,821	2.63%	*$ 6,036,793*	$ 92,972		$ 109,179
ALL GENERAL FUND					**$ 18,615,000**		**$ 18,153,034**		**$ 18,315,611**	**$ 162,577**	$ -	**$ 461,966**
								PRIOR MONTH	**$ 18,263,784**			**3.02%**

SEWER FUND												
J.P.Morgan	US Treasury Bill (3-month)	912797SW8	02/26/26	05/28/26	$ 1,715,000		$ 1,699,860	2.17%	*$ 1,710,408*	$ 10,549		$ 15,140
J.P.Morgan	US Treasury Bill (6-month)	912797UK1	04/21/26	10/15/26	$ 1,929,000		$ 1,895,833	2.67%	*$ 1,896,852*	$ 1,019		$ 33,167
J.P.Morgan	US Treasury Bill (3-month)	912797TN7	04/16/26	07/16/26	$ 2,939,000		$ 2,912,660	2.23%	*$ 2,916,747*	$ 4,087		$ 26,340
J.P.Morgan	US Treasury Bill (3-month)	912797SX6	03/05/26	06/04/26	$ 1,757,000		$ 1,741,455	2.19%	*$ 1,751,032*	$ 9,577		$ 15,545
ALL SEWER OPERATING FUND					**$ 8,340,000**		**$ 8,249,808**		**$ 8,275,040**	**$ 25,232**		**$ 90,192**
								PRIOR MONTH	**$ 8,251,613**			**2.31%**

ALL FUNDS					**$ 26,955,000**		**$ 26,402,841**		**$ 26,590,651**	**$ 187,810**		**2.79%**
								PRIOR MONTH	$ 26,515,397			
								MONTHLY CHANGE	$ 75,254			
								MONTHLY CHANGE %	0.3%			

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Approval to purchase 5 portable radios

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. Agenda Memorandum
2. Portable radio quotes
3. Communications International Sole Source Daytona Beach Shores DPS 2.5.26

CITY COMMISSION AGENDA MEMORANDUM
MAY 12, 2026 AGENDA

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

SYNOPSIS:

This item is for the purchase of 5 portable radios which was approved by the commission in the FY 25/26 budget. The total purchase is $30,574.31 which is $4,425.69 less than budgeted.

FISCAL IMPACT STATEMENT:

BACKGROUND:

This purchase is for 5 portable radios. The purchase is $4,425.69 less than budgeted amount.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval

SUGGESTED MOTION:

I move we approve the items as presented on consent

ATTACHMENT: 1. portable radios

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

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

Quotation

Page	1 of 2
Quotation ID	QO0043740
Date	05/08/2026
Expiration date	06/07/2026
Terms	N30
Salesperson	Levi Larimore
E-mail	llarimore@ask4ci.com

Bill to

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

Delivery address

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

Daytona Beach Shores Public Safety

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	5.00	2,750.00	28%	1,980.00	9,900.00
XS-Y3EWP	WARRANTY, EXTENDED 3 YR, PORTABLE	5.00	220.00	0%	220.00	1,100.00
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	5.00	395.00	28%	284.40	1,422.00
XS-PL8N	Feature, In-Band GPS	5.00	330.00	28%	237.60	1,188.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	5.00	0.01	0%	0.01	0.05
XS-PL5L	Feature, P25 OTAR (Over-the-air-rekeying)	5.00	700.00	28%	504.00	2,520.00
XS-PL4F	Feature, P25 Phase 2 TDMA	5.00	275.00	28%	198.00	990.00
XS-PL8Y	Feature, Encryption Lite	5.00	0.01	0%	0.01	0.05
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	5.00	785.00	28%	565.20	2,826.00
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	5.00	1,800.00	28%	1,296.00	6,480.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	5.00	0.01	0%	0.01	0.05
XS-NC8D	Antenna, Whip, 762-870Mhz, 1/2 Wave	5.00	60.00	28%	43.20	216.00
XS-ZN7V	COVER,SIDE CONNECTOR, XL-185P	5.00	6.00	28%	4.32	21.60
XS-HC3L	BELT CLIP,METAL	5.00	35.00	28%	25.20	126.00
XS-CH6F	CHARGER, SINGLE BAY +	5.00	250.00	28%	180.00	900.00

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID QO0043740
Date 05/08/2026
Expiration date 06/07/2026

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
V2-S2HD12111	Otto Storm Mic for XL-185P/XL-200P	5.00	205.26	15%	174.47	872.36
BPPA4KLI-S	XL-200 High Capacity Battery, 5000mA	10.00	193.82	0%	193.82	1,938.20
	Programming	5.00	0.00	0%	0.00	0.00
	Shipping	1.00	74.00	0%	74.00	74.00

Pre-tax Total $30,574.31

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

Not an Invoice – Do Not Pay

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

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

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.
The prices set forth in this quotation are based on Ci's supplier pricing and the laws and regulations in effect as of the date of this quotation and Ci expressly reserves the right to change its pricing if Ci's supplier pricing is increased or there occurs a Force Majure event or circumstance (as that term is defined in the attached terms and conditions governing this quotation).

L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

February 5th, 2026

Daytona Beach Shores Department of Public Safety
Attn: Lieutenant Kathryn Gotz
3050 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Communications International Inc., L3Harris Authorized Service Center and Sole Source Provider

This letter serves as written confirmation that Communications International Inc. is a L3Harris Dealer and Regional Center of Excellence - Elite Channel Partner in good standing with L3Harris Technologies, Inc. As such, Communications International Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris partner agreement.

Additionally, Communications International Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Orders for L3Harris equipment, service, repairs and calibrations of L3Harris products and associated accessories may be placed through Communications Internation Inc. or L3Harris.

In addition to the above, Communications International Inc. is authorized as the service provider for the Daytona Beach Shores Department of Public Safety and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Chris Johnson
Southeast Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Mobile: +1-434-485-2090
ACTION-URGENCY-EXCELLENCE

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2026-04: Vacation of Public Walkway Easement At 2901 S. Atlantic Avenue (Tuscany Shores Condominium)

SYNOPSIS:

Approval of Ordinance 2026-04, if approved, would authorize the vacation of the public beach walkway easement at 2901 S. Atlantic Avenue (Tuscany Shores Condominium). The easement was originally dedicated to the City in 2005 per the City's Land Development Code requirement for new developments. The easement runs from the S. Atlantic Avenue sidewalk east to the seawall where it once connected to a wooden dune walkover, thereby providing public beach access to pedestrians. The wooden dune walkover was provided to the City in 2005 via a bill of sale. Since dedication, the wooden dune walkover has been destroyed twice and continuously sustained damage due to the impacts of several hurricanes and other storm events. These impacts have cost the City significantly due to recurring replacement and maintenance exposures. Considering this, the City and the Tuscany Shores Condominium Association have agreed to a settlement agreement and the termination of the public walkway easement. Additionally, a pedestrian public beach access currently exists at the 2853 S. Atlantic Avenue City park, which is just north of the abutting St. Kitts Condominium. Therefore, there is no need for the Tuscany Shores Public Walkway Easement and vacation of the easement would allow the condominium to develop its property as it sees fit.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

A City Commissioner may move as follows:

1. "I move to approve Ordinance 2026-04 as presented."

ATTACHMENT:

1. Ordinance 2026-04-Vacation of Public Walkway Easement - Daytona Beach Shores
2. Ordinance 2026-04-Exhibit A-Vacation of Public Walkway Easement - Daytona Beach Shores-4-27-26
3. Ordinance 2026-04 Business Impact Estimate
4. Tuscany Easement Area Photos

ORDINANCE 2026-04

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

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

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

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

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

WHEREAS, the construction of new access improvements east of the Tuscany Shores Condominium would require an ADA-compliant structure subject to significant cost and regulatory constraints; and

WHEREAS, this Ordinance vacation of this Public Walkway Easement serves a valid public purpose by reducing public expenditures and eliminating potential liability to the City; and

WHEREAS, the Tuscany Shores Condominium Association has executed a Settlement Agreement and Termination of Public Walkway Easement document with the City of Daytona Beach Shores releasing the City of any responsibility and liabilities, among other things, relative to the Public Walkway Easement; and

WHEREAS, a public beach access currently exists at the City Park located at 2853 S. Atlantic Avenue, which is just north of the Tuscany Public Beach Access Easement; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND ADVERTISING.

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2026.

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

Prepared by and return to:
Taylor Simonds, Esq.
Vose Law Firm LLP
324 W Morse Blvd.
Winter Park, Florida 32789

VACATION OF PUBLIC WALKWAY EASEMENT

This Vacation of Public Walkway Easement is made this _____ day of _____, 2026, by the **CITY OF DAYTONA BEACH SHORES, FLORIDA** (the "CITY"), a Florida municipal corporation, with offices at 2990 S Atlantic Ave, Daytona Beach Shores, Florida 32118.

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

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

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

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

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

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

Signed, sealed, and delivered
in our presence:

CITY OF DAYTONA BEACH SHORES:

_____
Witness #1

_____
Witness #1 Printed Name

_____
Witness #1 Address

_____
Witness #1 Address

_____
Nancy Miller, Mayor
Date: _____

_____
Witness #2

_____
Witness #2 Printed Name

_____
Witness #2 Address

_____
Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Nancy Miller as the Mayor of the City of Daytona Beach Shores, Florida, who [ ] is personally known to me or [ ] produced the following identification _____.

[Notary Seal]

_____
Notary Public

_____

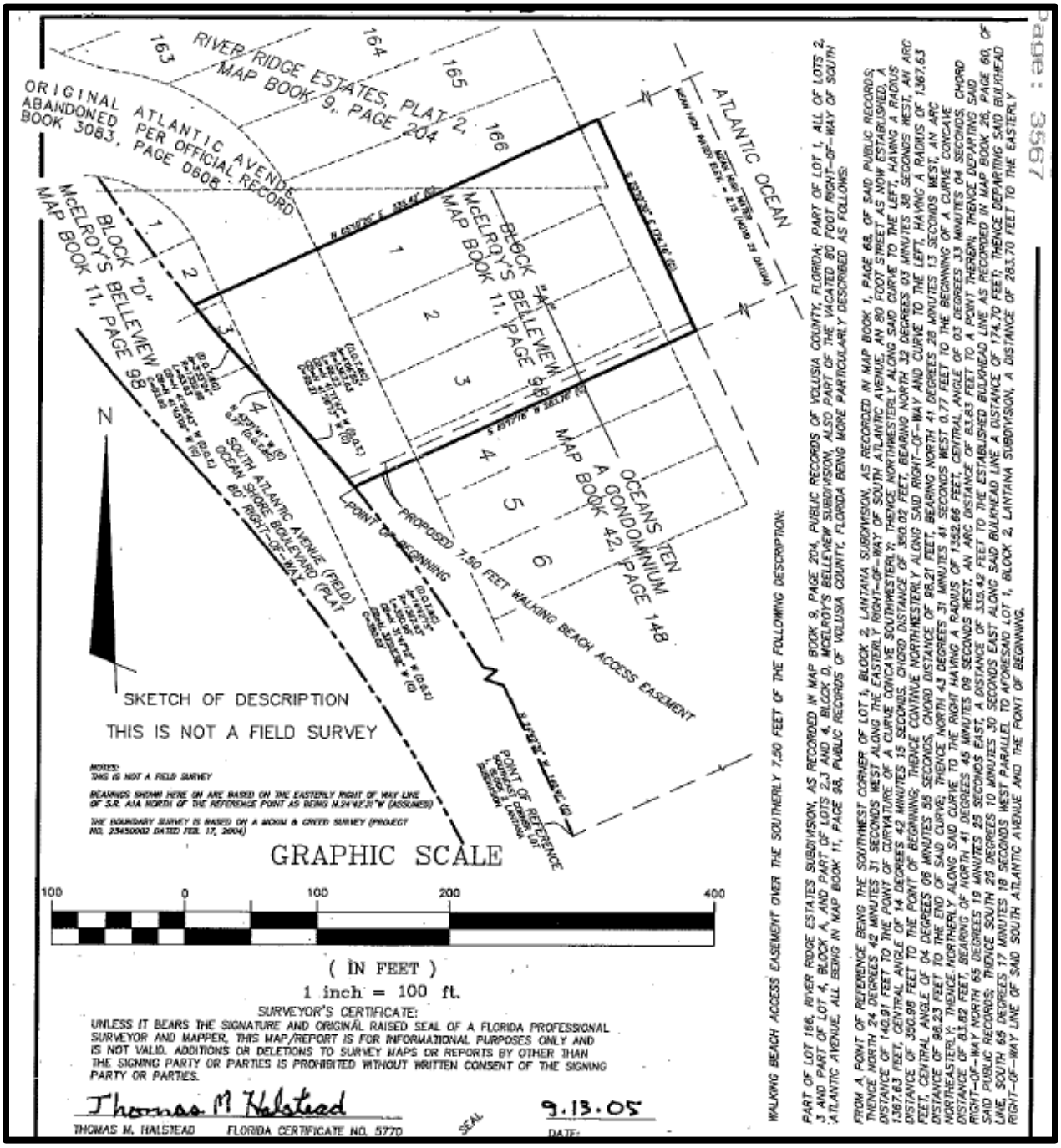
Notary Name Printed

EXHIBIT A
(Legal Description)

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

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

EXHIBIT B


RIVER RIDGE ESTATES, PLAT 2, MAP BOOK 9, PAGE 204
ORIGINAL ATLANTIC AVENUE ABANDONED PER OFFICIAL RECORD BOOK 3083, PAGE 0608
ATLANTIC OCEAN
BLOCK "A" McELROY'S BELLEVIEW MAP BOOK 11, PAGE 98
BLOCK "D" McELROY'S BELLEVIEW MAP BOOK 11, PAGE 98
OCEANS TEN A CONDOMINIUM MAP BOOK 42, PAGE 148
SOUTH ATLANTIC AVENUE (FIELD) OCEAN SHORE BOULEVARD 80' RIGHT-OF-WAY (PLAT)
PROPOSED 7.50 FEET WALKING BEACH ACCESS EASEMENT
POINT OF BEGINNING
POINT OF REFERENCE
N
SKETCH OF DESCRIPTION
THIS IS NOT A FIELD SURVEY
NOTES:
THIS IS NOT A FIELD SURVEY
BEARINGS SHOWN HERE ON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF S.R. A1A NORTH OF THE REFERENCE POINT AS BEING N.24°42'31"W (ASSUMED)
THE BOUNDARY SURVEY IS BASED ON A MOORE & CREED SURVEY (PROJECT NO. 2345000) DATED FEB. 17, 2004)
GRAPHIC SCALE
100 0 100 200 400
(IN FEET)
1 inch = 100 ft.
SURVEYOR'S CERTIFICATE:
UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
Thomas M Halstead
THOMAS M. HALSTEAD FLORIDA CERTIFICATE NO. 5770
SEAL
9.13.05
DATE:
WALKING BEACH ACCESS EASEMENT OVER THE SOUTHERLY 7.50 FEET OF THE FOLLOWING DESCRIPTION:
PART OF LOT 166, RIVER RIDGE ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 204, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; PART OF LOT 1, ALL OF LOTS 2, 3 AND PART OF LOT 4, BLOCK A, AND PART OF LOTS 2,3 AND 4, BLOCK D, McELROY'S BELLEVIEW SUBDIVISION, ALSO PART OF THE VACATED 80 FOOT RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, ALL BEING IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, LANTANA SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 68, OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 42 MINUTES 31 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, AN 80 FOOT STREET AS NOW ESTABLISHED, A DISTANCE OF 1401.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS 1367.63 FEET, CENTRAL ANGLE OF 14 DEGREES 42 MINUTES 15 SECONDS, CHORD DISTANCE OF 350.02 FEET, BEARING NORTH 32 DEGREES 03 MINUTES 38 SECONDS WEST, AN ARC DISTANCE OF 350.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE LEFT, HAVING A RADIUS OF 1367.63 FEET, CENTRAL ANGLE OF 04 DEGREES 08 MINUTES 55 SECONDS, CHORD DISTANCE OF 98.21 FEET, BEARING NORTH 41 DEGREES 28 MINUTES 13 SECONDS WEST, AN ARC DISTANCE OF 98.23 FEET TO THE END OF SAID CURVE; THENCE NORTH 43 DEGREES 31 MINUTES 41 SECONDS WEST 0.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1352.66 FEET, CENTRAL ANGLE OF 03 DEGREES 33 MINUTES 04 SECONDS, CHORD DISTANCE OF 81.82 FEET, BEARING OF NORTH 41 DEGREES 45 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 81.83 FEET TO A POINT THEREIN; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 65 DEGREES 19 MINUTES 25 SECONDS EAST, A DISTANCE OF 335.42 FEET TO THE ESTABLISHED BULKHEAD LINE AS RECORDED IN MAP BOOK 26, PAGE 60, OF SAID PUBLIC RECORDS; THENCE SOUTH 25 DEGREES 10 MINUTES 30 SECONDS EAST ALONG SAID BULKHEAD LINE A DISTANCE OF 174.70 FEET; THENCE DEPARTING SAID BULKHEAD LINE, SOUTH 65 DEGREES 17 MINUTES 18 SECONDS WEST PARALLEL TO AFORESAID LOT 1, BLOCK 2, LANTANA SUBDIVISION, A DISTANCE OF 283.70 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ATLANTIC AVENUE AND THE POINT OF BEGINNING.

Business Impact Estimate Form

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

Proposed ordinance's title/reference:

ORDINANCE 2026-04

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

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:

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.*

☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

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

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

The purpose of Ordinance 2026-04 is to vacate a public pedestrian beach access easement located at 2901 S. Atlantic Avenue.

Public pedestrian beach access currently exists, less than 400 feet, at the nearby city park located at 2853 S. Atlantic Avenue. Therefore, the need for the public beach access easement at the 2901 S. Atlantic Avenue location is unnecessary since the nearby city park is within very close proximity (less than a five minute walk) to the area in question.

Therefore, the public purpose of Ordinance 2026-04 is to reduce city maintenance/reconstruction costs, liabilities and hurricane risk exposure of public beach access improvements by eliminating redundancy in the subject area.

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

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

Ordinance 2026-04 has no direct compliance costs.

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

There are no new fees or charges associated with Ordinance 2026-04.

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be

imposed on businesses to cover such costs:

There will be no regulatory costs associated with Ordinance 2026-04.

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

Ordinance 2026-04 will have no impact on businesses in the City of Daytona Beach Shores.

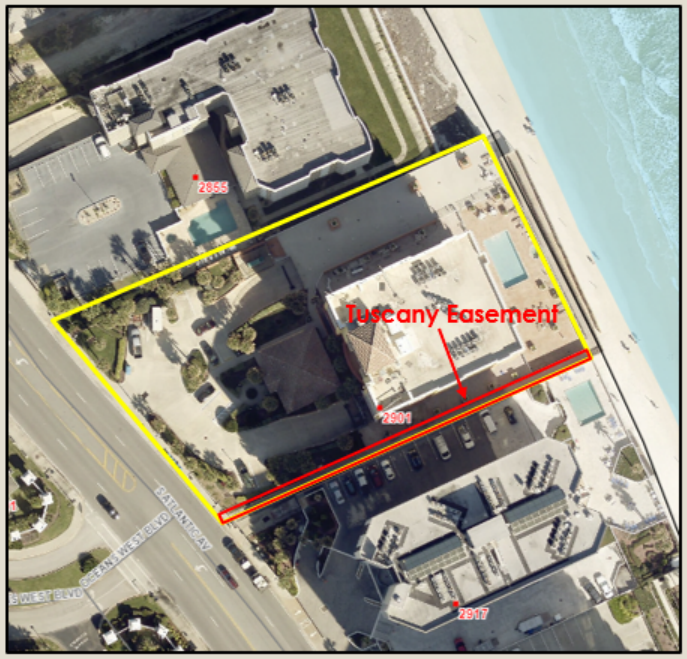
4. Additional information the governing body determines may be useful (if any):

N/A

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.*

TUSCANY SHORES PUBLIC WALKWAY EASEMENT

Aerial View



Source: Volusia Property Appraiser Website, 2024

Street View

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Regular Site Plan RSP-A25-0008: *3411 South Atlantic Avenue, A Condominium* at 3411 S. Atlantic Avenue.

SYNOPSIS:

On November 20, 2025, applicant Joe Hopkins, P.E. with The Performance Group, submitted Regular Site Plan application RSP-A25-0008. This site plan application, if approved, will facilitate construction of a 16 story + 2 garage levels (including a mezzanine system) multifamily residential condominium. The development also includes a restaurant and other public and private amenities. This 1.05 acre development site is located at 3411 S. Atlantic Avenue (east side) and has 200 feet of road frontage. Seventy-eight (78) one, two, and three-bedroom units will be constructed on thirteen typical floors, and an additional eight (8) units will be constructed on two penthouse levels. One floor will be dedicated to private indoor and outdoor amenities. Parking will be accomplished on a basement level and two additional low-level floors, which include a parking mezzanine system.

FISCAL IMPACT STATEMENT:

BACKGROUND:

See attached Planning Analysis.

LEGAL REVIEW:

RECOMMENDATION:

The Planning & Zoning Board unanimously recommended approval of Regular Site Plan RSP-A25-0008 at their May 15, 2026, meeting with the three conditions as presented below.

Staff recommends approval of Regular Site Plan RSP-A25-0008 with the following conditions as presented. **Conditions listed below shall be met prior to construction commencement.**

1. Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, written confirmation from the City of Port Orange that the Port Orange Potable Water System and Services have sufficient capacity at or above the adopted level-of-service (LOS) to accommodate the impacts of this development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
2. Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, Concurrency Certification without conditions is required.
3. Per Sec. 14-38(2) of the Land Development Code of the City of Daytona Beach Shores, written FEMA approval for construction on site shall be provided to the City prior to construction commencement. In lieu of the aforementioned, construction may commence on site provided development within that portion of the property, identified as being in the Special Flood Hazard Area, is demonstrated to be consistent with controlling law.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Regular Site Plan RSP-A25-0008 with the conditions as presented."
OR
2. "I move to approve Regular Site Plan RSP-A25-0008 with the conditions as presented and with the following additional conditions..."
OR
3. "I move to deny Regular Site Plan RSP-A25-0008 on the basis of the following..."

ATTACHMENT:

1. Exhibits A - H & Planning Analysis (17 pages) RSP-A25-0008
2. Exhibit I
3. Exhibit I - RSP-A25-0008 Application and Supporting Documents
4. Exhibit J
5. Exhibit J - RSP-A25-0008 Civil Plans
6. Exhibit K
7. Exhibit K - RSP - A25-0008 - Landscape and Irrigation Plan
8. Exhibit L
9. Exhibit L - RSP-A25-0008, Serena by the Shores Development Agreement
10. Exhibit M
11. Exhibit M - RSP-A25-0008 Elevation Renderings

	PLANNING ANALYSIS
APPLICATION TYPE & NO:	Regular Site Plan & RSP-A25-0008
APPLICATION SUBJECT:	Approval of site plan application RSP-A25-0008, which would allow construction of a 16-story + 2 garage level, 86-unit residential condominium
PROJECT NAME:	3411 South Atlantic Avenue, A Condominium
PROJECT LOCATION:	3411 S. Atlantic Avenue
PARCEL ID:	5335-03-01-0130
PARCEL OWNER:	Daytona Valor Capital LLC
PROJECT COORDINATOR:	Joe Hopkins, P.E. with The Performance Group

A. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	T-RMF-1	Vacant Lot
North	T-RMF-1	Days Inn Tropical Seas
South	T-RMF-1	Towers Ten Residential Condominium
East	N/A	Atlantic Ocean
West	GC-1	Burger King & Pirates Island Adventure Golf

Notes: T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District, GC-1 = Tourist-Oriented Commercial District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of T-RMF-1. Which allows uses available in either the T Hotel/Motel District or the RMF-1 Multifamily Residential District (High Density). Pursuant to Sec. 14-18.2. of the Daytona Beach Shores Land Development Code (LDC), multifamily dwelling uses are permitted in the RMF-1 Multi-Family Residential District (High Density).

B. COMPREHENSIVE PLAN (2045)

According to the City's Adopted Comprehensive Plan (2045) Future Land Use Map, the future land use (FLU) classification of the subject property is *High Intensity Use*. Comprehensive Plan **Policy 1-1.1.2.2.** sets density limits for high-intensity multi-family residential condominiums at a maximum of 60 units per gross acre. Considering the aforementioned and that the proposed development would have units at exactly 60 per gross acre, the proposed site plan is consistent with the City's Adopted Comprehensive Plan (2045) and existing FLU classification.

C. REVIEW AND COMMENTS

PLANNING: Gwyn Herstein, City Planner

1. General Description

The development site is located at 3411 South Atlantic Avenue (**Exhibit B**). This site's development area is 1.05 acres, the site measured 1.43 acres from the MHWL on the 2018 survey, and the property has street frontage of 200 feet along South Atlantic Avenue. The *3411 South Atlantic Avenue LLC, A Condominium* site plan application proposes construction of a 16-story 86-unit residential condominium building with 2 parking garage levels plus a parking mezzanine on this ocean-front property. Seventy-eight proposed typical units range in size from 1,313 square feet to 2,729 square feet, and eight additional units will occupy 2 penthouse levels. The project's total gross residential square footage is 205,335. There is currently no structure on this property other than a seawall, though a motel occupied the site from 1963 until early 2006.

2. Stormwater

To accommodate non-percolating stormwater created by this development, roof drainage will be directed to a rock trench along the exterior of the building as part of the underground exfiltration system designed to FDEP criteria and meet or exceed the City's regulations. The City engineer has approved this site plan as conforming with the City's Land Development Code and stormwater regulations.

3. Access

The development plan shows vehicular and pedestrian access via one (1) driveway connection to S. Atlantic Avenue toward the south side of the west property line; this leads up from below-street-level parking. A second vehicular access via a driveway connection to S. Atlantic Avenue is shown toward the north side of the west property line; this leads to additional parking garage levels. The City's Public Safety Department has reviewed the access points and has no objection to their locations. An FDOT permit is pending for these access points.

4. Parking & Transportation

One hundred thirty-three (133) parking spaces are required to serve the proposed development; one hundred sixty-one (161) spaces are shown on the plan. Six (6) of these provided spaces are tandem spaces, and six (6) are ADA spaces.

According to the Trip Generation Statement provided by the project transportation engineer (**Exhibit C**), daily trips generated by the proposed development should average nine hundred ninety-three (993). Of these average daily trips to and from the property, 9% are expected to take place during the peak AM hour (29 to and from the condominium and 56 to and from the on-site restaurant) and 9% during the peak PM hour (33 to and from the condominium and 53 to and from the on-site restaurant). Due to the projected total daily trips found to be below the City's LDC threshold, no further Traffic Impact Analysis is required for this development. Based on this information, the Daytona Beach Shores 2025 Concurrency Management Report, the SRA1A road network has adequate capacity to accommodate this traffic increase.

5. Public Facilities

According to all submitted professional reports and comparisons of project metrics against currently adopted level-of-service standards identified in the City's LDC, Chapter 3, all public facilities have adequate capacity to accommodate this proposed development with one exception as follows: Evidence of adequate potable water for this project from the City of Port Orange has not been provided, but is a requirement before construction may begin. It is therefore a condition of approval of this site plan (**Exhibit D**).

6. Landscaping

Eighteen (18) trees and two (2) different tree species are required to be added to the site. The developer proposes to add (39) trees in five (5) different tree species. Adequate perimeter and interior landscaping are provided as required. Considering this information, the proposed landscape plans meet the City's landscape design requirements **(Exhibit E).**

7. Development Plan

As seen in the attached site development plan review checklist (**Exhibit F**), the proposed plans meet the requirements of the applicable Development Agreement recorded February 2, 2022, and the City's Land Development Code in all places not specifically addressed by said Development Agreement.

8. Public Notices

Required public notification requirements of newspaper publishing and placard posting on the site, both at least ten (10) days prior to the first hearing, have been met, per **Exhibit G**.

D. PLAN REVIEWERS

COMMUNITY SERVICES: Stewart Cruz, AICP, Department Director

Concurrency Certification and FEMA approval is required prior to the start of construction.

BUILDING DIVISION: Steve Edmunds – Building Official

The Building Official has reviewed the site plans and his comments have been addressed.

PUBLIC WORKS: Tom Brown - Public Works/Sewer Deputy Director

The Deputy Director has reviewed the site plan, including the landscaping and irrigation plans, and his comments have been addressed.

PUBLIC SAFETY: Lt. Norman "R.J." Medders – Support Services Division Lieutenant

The Support Services Lieutenant has reviewed the site plan and his comments have been addressed.

ENGINEERING: John Dillard, P.E. – Zev Cohen & Associates

The City's civil engineering consultant has reviewed the site plan and his comments have been addressed.

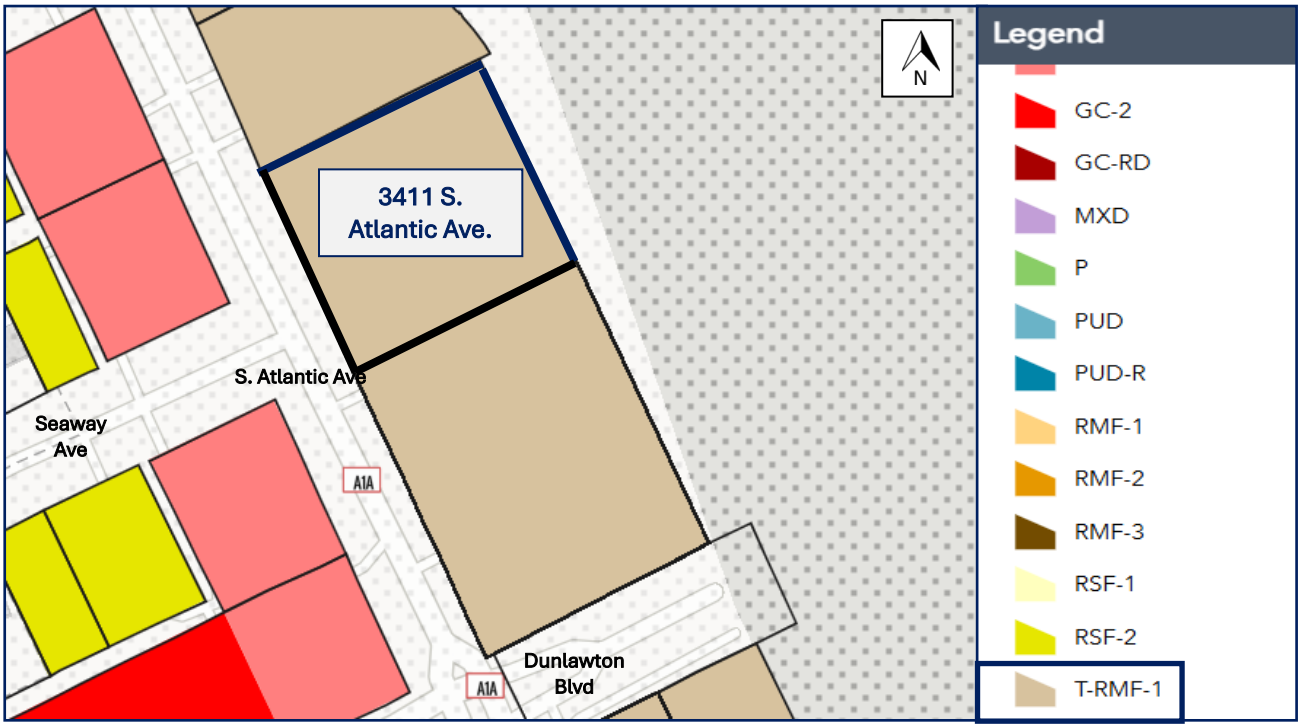
PLANNING & ZONING BOARD:

Recommendation pending.

E. STAFF RECOMMENDATION

Staff recommends approval of the *3411 South Atlantic Avenue, A Condominium* Regular Site Plan RSP-A26-0008 as presented, with the conditions identified in **Exhibit H**.

EXHIBIT A - Zoning Map - 3411 S. Atlantic Avenue



Source: City of Daytona Beach Shores, ArcGIS 2026

EXHIBIT B - Site Location Map - 3411 S. Atlantic Avenue

Source: Volusia County, ArcGIS 2024

EXHIBIT C - Trip Generation Summary

THE PERFORMANCE GROUP

3411 S ATLANTIC AVE, A CONDOMINIUM

3411 S Atlantic Avenue
Daytona Beach Shores, Florida

TRIP GENERATION SUMMARY

The proposed buildings will contain 86 residential condominium dwelling units and a mixed use element with 5900sf of dining and 3878sf of passive recreation. The ITE Manual, 11th Edition, identifies the condominium as a High Rise Residential Use (ITE Land Use 231). The restaurant is considered a High Turnover Restaurant Use (ITE Land Use 932). The passive recreation element is not considered in the trip generation calculation as it is an accessory to the restaurant use. ITE considers residents, patrons and customary staff in trip generation rates.

TRIP GENERATION - TOTAL TRIPS

	Weekday AM Peak Hour			Weekend PM Peak Hour			Daily (2 way)
	In	Out	Total	In	Out	Total	Total
High Rise Residential ITE LUC 231 (86 Dwelling Units)	24%	76%	29	63%	37%	33	361
	Weekday AM Peak Hour			Weekend PM Peak Hour			Daily (2 way)
	In	Out	Total	In	Out	Total	Total
High Rise Residential High-Turnover Restaurant ITE LUC 932 (Total 5900 sf)	55%	45%	56	61%	39%	53	632
TOTAL			85 trips			86 trips	993 trips

CIVIL ENGINEERING
PLANNING
DEVELOPMENT

100 Marina Point Drive • Daytona Beach, Florida 32114
Phone: (386) 239-7120 • E Mail: tpgdaytona@aol.com

EXHIBIT D - Public Facilities Impact Analysis

PART A

Table 1: Impact Analysis (Theoretical Max.)

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	N/A	86	N/A	
Population[1]	N/A	137.6	N/A	
Proposed Daily Trip Generation[2]	N/A	993	No adverse Impact	Yes
Sanitary Sewer (gallons/day)[3]	N/A	1,376	Adequate capacity	Yes
Solid Waste (lbs./day)[4]	N/A	1,720	Adequate capacity	Yes
Stormwater Drainage[5]	N/A	On-site retention	No adverse impact	Yes
Potable Water (gallons/day)[6]	N/A	20,640	Pending	Pending
Recreation[7]	N/A	Varies	Adequate capacity	Yes
Public School Student(s)[8]	N/A	12	Adequate capacity	Yes

Notes:

1. Population Factor: 1.6 persons per residential household unit (2020 US Census Data)
2. Transportation: Trip Generation Analysis by Joseph H. Hopkins, P.E., The Performance Group
3. Sanitary Sewer: 250 gallons per dwelling unit per day (*LDC*, Section 3-3.2.)
4. Solid Waste: 10 pounds per capita per day (*LDC*, Section 3-3.3.)
5. Stormwater Drainage: Stormwater Report created by Joseph H. Hopkins, P.E., The Performance Group
6. Potable Water: 150 gallons per capita per day for the area served by Port Orange and 110 gallons per capita per day (Comp Plan, Policy 4-1.1.3)
7. Recreation: Varies by activity (*LDC*, Section 3-3.6.)
8. Public School Students: District Student Generation Rate (SGR) of 0.137 students per multi-family dwelling unit

PART B: CONCLUSION

Per Part A above, the City finds the following:

1. For reported results, **which exclude Potable Water availability**, the existing public facilities have the abilty to accommodate the proposed development at the adopted level-of-service standards.
2. **Evidence of potable water availability for the project is required to be demonstrated prior to construction beginning.** No known public facility deficiency is required to be corrected prior to the completion of the proposed development.

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

MEMORANDUM

DATE: May 12, 2026

TO: Gwyn Herstein, City Planner

CC: Steve Edmunds, Building Official

FROM: Stewart Cruz, AICP, Community Services Director

SUBJECT: Concurrency Review & *Conditional Certification* – RSP A25-0008
Aston Martin – Valor RMF Condominium
3411 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

This memo is to certify that the above referenced project *conditionally* meets the concurrency requirements of the Daytona Beach Shores adopted Land Development Code and Concurrency Management System.

Per chapters 4 and 5 of the Daytona Beach Shores Comprehensive Plan (2045 Update) and Chapter 3 of the Daytona Beach Shores Land Development Code, Concurrency Review and Certification relate to the following services:

- Roads/Traffic Circulation: *Approved*
- Sanitary Sewer: *Approved*
- Solid Waste: *Approved*
- Stormwater Drainage: *Approved*
- Potable Water: *Pending*
- Recreation and Open Space: *Approved*
- Public School Facilities: *Approved*

Due to the *conditional approval*, per controlling law, **construction cannot start on site until (1) the potable water agency provides satisfactory evidence of adequate potable water availability for the project and (2) a new concurrency certification is issued, without conditions.**

EXHIBIT F.1. - Landscape/Irrigation Review Checklist – May 12, 2026 (1 Page)

LANDSCAPING AND IRRIGATION REVIEW

Date: **May 12, 2026**

Name of Project: **3411 South Atlantic Avenue, A Condominium**
Project Number: **RSP-A25-0008**
Address & Parcel #: **3411 S. Atlantic Avenue & 5335-03-01-0130**
Owner's Name: **Daytona Valor Capital LLC**
Applicant: **Joseph H. Hopkins, P.E. of The Performance Group**

	Status	Date
Drawings Show Site Location & North Arrow:	OK	11-20-25
Lot Size: **45,844 sq ft**	N/A	11-20-25
Land Area: **1.05 acre**	N/A	11-20-25
Green Area – Min Req **20%**, Shown **21.2%**	OK	11-20-25
Trees – Min # Req: **18,** # Shown: **39**	OK	11-20-25
Tree Mixture Req: **2,** # Shown: **5**	OK	11-20-25
Specimen Trees – No: **X** Yes___ Protected___	OK	11-20-25
Drawings Meet/Exceed City's Tree Ordinance	OK	11-20-25
Parking Area Landscaping		
Min Req: **N/A**, Shown: **N/A**	N/A	11-20-25
Terminal/Interior Islands: **N/A**	N/A	11-20-25
Lot Perimeter Landscaping: **Meets D.A. Reqs**	OK	11-20-25
Plants – Salt Tolerance Rating		
High: **95%** Moderate: **5%** Slight: **0**	OK	11-20-25
Provisions For Irrigation	OK	11-20-25

Remarks: D.A. Landscape buffer: North – 1 ft, West – 5 ft., South – 5 ft

---

LANDSCAPING/IRRIGATION PLAN REVIEWED BY:

Gwyn Herstein _____ 5-12-26 _____

Gwyn Herstein, City Planner — Date

LANDSCAPING/IRRIGATION PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated: _____ Without Modifications: _____

_____ _____

Print Name: _____ Date

SITE DEVELOPMENT PLAN REVIEW

Date: **May 10, 2026** DBS Planning & Zoning Board Meeting: **May 15, 2026**

Name Of Project: **3411 South Atlantic Avenue, A Condominium**
Project Number: **RSP-A25-0008**
Address & Parcel #: **3411 S. Atlantic Avenue & 5335-03-01-0130**
Owner Name: **Daytona Valor Capital LLC**
Applicant: **Joseph H. Hopkins, P.E. with The Performance Group**

	Status	Date
Statement of Ownership & Control:	**OK**	**11-20-25**
Proposed Address: **3411 S. Atlantic Ave.**	**OK**	**11-20-25**
Zoning Classification: **T-RMF-1**	**OK**	**11-20-25**
Future Land Use Classification: **High Intensity Use**	**OK**	**11-20-25**
Use – Existing: **N/A** Proposed: **Multi-Family Res.**	**OK**	**11-20-25**
Lot Size and Area: **45,844 sq ft and 1.05 acres**	**OK**	**11-20-25**
Min. Width: **200 ft** Shown: **200 ft**	**OK**	**11-20-25**
Min. Sq. Ft: **N/A** Shown: **N/A**	**N/A**	
Density – Based on Usable Land **(59,237 ac to MHWL)**	**OK**	**11-20-25**
Units Per Acre Allowed: **60** Shown: **60**	**OK**	**11-20-25**
Max # Units: **86** # Units Shown: **86**	**OK**	**11-20-25**
Setbacks – Direction		
Front **(west)** Required: **30 ft** Shown: **31.1 ft**	**OK**	**11-20-25**
Side **(north)** Required: **15 ft** Shown: **15 ft**	**OK**	**11-20-25**
Rear **(east)** Required: **50 ft** Shown: **50.6 ft**	**OK**	**11-20-25**
Side **(south)** Required: **20 ft** Shown: **20 ft**	**OK**	**11-20-25**
Building Height – Max: **16+2(M) fl** Shown: **16+2(M) fl**	**OK**	**11-20-25**
Building Width – Max: **166 ft** Shown: **163 ft**	**OK**	**11-20-25**
Breezeway – Min: **N/A**	**N/A**	
Landscaping and Irrigation Plan (see attached)	**OK**	**11-20-25**
Sidewalks Provided:	**OK**	**11-20-25**
Balcony Overhangs: Max E: **3.5 ft** Shown: **2.75 ft**	**OK**	**11-20-25**
Balcony Overhangs: Max N: **3.5 ft** Shown: **2.66 ft**	**OK**	**11-20-25**
Parking Spaces – Required: **133** Shown: **161**	**OK**	**5-4-26**
Parking Stalls – meet minimum dimensions?	**OK**	**5-4-26**
Handicap Parking / ADA Access:	**OK**	**5-4-26**
Curb Cuts – Allowed: **2** Shown: **2**	**OK**	**11-20-25**
Visual Obstructions? (corner lots only)	**N/A**	
Driveway Ramps – Slope Allowed:**18%** Shown: **Max 15%**	**OK**	**5-4-26**
Profile of Garage Ramp with Degree of Slope Shown	**OK**	**5-4-26**
Off Street Loading Spaces – Required: **1** Shown: **1**	**OK**	**11-20-25**
Off Street Dumpster Loading	**OK**	**12-30-25**

Elevations	**OK**	**12-30-25**
Fences, Walls and Hedges	**OK**	**11-20-25**
Accessory Structures	**OK**	**11-20-25**
Location of Utilities	**OK**	**1-20-26**
Location of Proposed Signs	**OK**	**12-30-25**
Location of Easements	**OK**	**11-20-25**
Boundary Changes	**N/A**	
Nonconformities formed on adjacent properties?	**N/A**	
Sea Turtle Lighting Requirement Letter Received	**OK**	**11-20-25**
Beaches and Dunes Requirement Letter Received	**N/A**	
Special Flood Hazard Area	**Pending**	
Location of Construction Parking for Duration of Project	**OK**	**11-20-25**
Utility Easement Identified on Plan	**TBD**	**5-4-26**
Utility Easement Document Received	**N/A**	**11-20-25**
Requisite Permit Applications Received	**OK**	**11-20-25**
Reviewed and Approved by Fire Division	**OK**	**12-4-25**
Potable Water Availability Letter Received	**Pending***	
Sewer Capacity Letter Received	**OK**	**5-12-26**
Stormwater Maintenance Agreement Received	**OK**	**12-4-25**
Stormwater Pollution Prevention BMP	**OK**	**11-20-25**
Beach and Dune Assessment Report Received	**N/A**	
Sewer Availability Confirmed by Concurrency Manager	**OK**	**5-12-26**
Solid Waste Removal Letter Received	**OK**	**5-12-26**
Stormwater Drawings Approved	**OK**	**4-8-26**
School Concurrency	**OK**	**5-4-26**
Transportation Impact Analysis/Study Submitted	**OK**	**12-4-25**
De Minimis Impacts Recorded	**OK**	**5-12-26**
Transportation Improvements Needed (PFShare)?	**N/A**	**5-12-26**
Concurrency Certification Received	**Pending***	
Recommended for Approval by Planning and Zoning Board*		

REMARKS: Site Plan was reviewed for consistency with the City's Land Development Code and the applicable Serena by the Shores Development Agreement recorded 4-24-24.

*See Condition Letter – Exhibit G

SITE DEVELOPMENT PLAN REVIEWED BY:

Gwyn Herstein _____ 5-13-26

Gwyn Herstein, City Planner — Date

SITE DEVELOPMENT PLAN APPROVED BY PLANNING & ZONING BOARD:
With Modifications Indicated: _____ Without Modifications: _____

_____ _____

Board Chair Rick DeLange — Date

AFFIDAVIT OF COMPLIANCE WITH THE PUBLIC NOTICE
REQUIREMENTS OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA

I, the undersigned, hereby certify that I have complied with the due public notice requirements for property that is the subject of an application and public hearing pursuant to the City of Daytona Beach Shores Code of Ordinances. A legal advertisement of the type and size required by the Daytona Beach Shores Code of Ordinances was placed in the Daytona News-Journal on May 4, 2026. A proof of publication affidavit is attached. The subject property was also posted with a placard on May 4, 2026

Hearing Date: May 15, 2026
Printed Name: Jeanette G. Hopkins
Address: 100 Marina Point Dr.
Daytona Beach, FL 32114

Signature: Jeanette G. Hopkins

STATE OF FLORIDA
COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me this 12TH MAY 2026, by JEANETTE G. HOPKINS, who is personally known to me or who has produced _____ as identification.

Kathleen M. Perry
Signature

Printed or Typed Name KATHLEEN M. PERRY
Commission # HH243502

My Commission Expires JUNE 1, 2026

KATHLEEN M. PERRY
Commission # HH 243502
Expires June 1, 2026

2990 South Atlantic Avenue Daytona Beach Shores, Florida 32118

PUBLIC NOTICE

The City of Daytona Beach Shores will conduct Public Hearings to consider approval of the site plan for the **3411 SOUTH ATLANTIC AVENUE, A CONDOMINIUM, AN 86 UNIT CONDOMINIUM LOCATED AT 3411 SOUTH ATLANTIC AVENUE**, Daytona Beach Shores, Florida.

The Public Hearing will be held at the City of Daytona Beach Shores Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida. The hearings are scheduled as follows:

Planning and Zoning Board Hearing
May 15, 2026 10:00 am

City Comissionl Hearing
June 2, 2026 6:00 pm

The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Division of Building and Codes, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. All interested parties are invited to appear at this public hearing and submit oral or written objections or comments.

The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than five days prior to the hearing.

May 4 2026
LDTB0507292

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

The Performance Group Inc.
100 Marina Point Dr.
Daytona Beach FL 32114

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

DTB Daytona Beach News-Journal 05/04/2026
DTB news-journalonline.com 05/04/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/04/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$250.60		
Tax Amount:	$0.00		
Payment Cost:	$250.60		
Order No:	12282408	# of Copies:	
Customer No:	1597060	0	
PO #:	LDTB0507292		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

Page 1 of 2

NOTICE OF PUBLIC HEARING
THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE FOLLOWING PUBLIC HEARINGS AT THE DAYTONA BEACH SHORES COMMUNITY CENTER LOCATED AT 3000 BELLEMEAD DRIVE:
Planning & Zoning Board: FRIDAY, MAY 15, 2026, AT 10:00 AM
City Commission: TUESDAY, JUNE 2, 2026, AT 6:00 PM
THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATION:
SITE PLAN REVIEW APPLICATION TO CONSTRUCT AN 86-UNIT, 16-STORY (+2 PARKING LEVELS) MULTIFAMILY RESIDENTIAL CONDOMINIUM
341 TS. ATLANTIC AVENUE, VOLUSIA CO. , TAX PARCEL ID #5335 01 03 0310
FOR MORE INFORMATION, PLEASE CONTACT:
THE CITY OF DAYTONA BEACH SHORES PLANNING DIVISION AT PH: 386-763-5376.
Anyone who wishes to appeal any decision of the Planning and Zoning Board or City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. A Public Hearing may be continued to one or more dates. If it will be necessary to reschedule this public meeting to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting. In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's office no later than seven days prior to the hearing PH: 386-763-5364.
05/11/2026

EXHIBIT H: CONDITIONS FOR APPROVAL OF REGULAR SITE PLAN RSP-A25-0008

Date: May 15, 2026

Name Of Project:	3411 South Atlantic Avenue, A Condominium
Project Number:	RSP-A25-0008
Address / Parcel #:	3411 S. Atlantic Avenue, Daytona Beach Shores, FL / 5335-03-01-0130
Owner's Name:	Daytona Valor Capital LLC
Applicant:	Joseph H. Hopkins with The Performance Group

Status: **Conditions listed below shall be met prior to construction.**

Condition #1: Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, written confirmation from the City of Port Orange that the Port Orange Potable Water System and Services have sufficient capacity at or above the adopted level-of-service (LOS) to accommodate the impacts of this development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

Condition #2: Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, Concurrency Certification without conditions is required.

Condition #3: Per Sec. 14-38(2) of the Land Development Code of the City of Daytona Beach Shores, written FEMA approval for construction on site shall be provided to the City prior to construction commencement. In lieu of the aforementioned, construction may commence on site provided development within that portion of the property identified as being in the Special Flood Hazard Area is demonstrated to be consistent with controlling law.

Page **1** of **1**

PUBLIC BEACH WALKWAY

No public beach access is provided on the site plan for *3411 South Atlantic Avenue, A Condominium* as the applicant is requesting a waiver from the City Commission from this requirement (**Exhibit J**). Pursuant to Sec. 14-18.4. of the City's Land Development Code, the required breezeway/visual corridor shall include a seven (7)-foot-wide dedicated concrete public walkway, constructed by the applicant, from the sidewalk to the beach. An irrigated landscape area of no less than three (3) feet in depth shall be provided along the entire length of the walkway. However, the City Commission may waive the requirement to construct a dedicated concrete public walkway from the sidewalks to the beach and the three (3)-foot surrounding landscape area requirement upon making findings that:

a. The developer shall provide compensation to the City, equal to the cost estimated to construct the public walkway and irrigated landscape from the sidewalks to the beach plus the City's legal costs for the review of this transaction. The estimated construction costs shall be provided by the applicant and conducted by an estimatoe approved by the City; and
b. At least one (1) public beach access exists within one thousand (1,000) feet of the proposed development.

The applicant is aware of criterion "a" above. In addition, criterion "b" is met as public beach access walkways exist 370 feet and 290 feet to the north and south of the site, respectively.

PUBLIC BEACH WALKWAY RECOMMENDATION

Staff recommends approval of the *3411 South Atlantic Avenue, A Condominium* Public Beach Walkway Waiver request pursuant to Sec. 14-84.4. of the City's Land Development Code, upon the findings noted above and in **Exhibit J**.

Exhibit I

Application & Supporting Documents

City of Daytona Beach Shores

Building & Codes Division
Department of Community Services
Telephone: (386) 763-5377
Fax (386) 763-5370

SPR#:_____
FEE
Amt:_____
Reviewed By:
_____
Date:_____

SITE PLAN REVIEW APPLICATION

Project Name: 3411 South Atlantic Avenue, a Condominium

Project Location (Address): 3411 S. Atlantic Avenue

Parcel #/#'s: 5335-03-01-0310

Property Owner's Name: Daytona Valor Capital, LLC
(If Applicant is not owner, attach authorization affidavit)

Applicant/Developer Name: Joseph H. Hopkins, P.E. / The Performance Group

Mailing Address: 100 Marina Point Dr., Daytona Beach, FL 32114

Phone: 386-239-7166 Fax: _____

Project Coordinator: Joseph H. Hopkins, P.E.

Mailing Address: 100 Marina Point Dr., Daytona Beach, FL 32114

Phone: 386-239-7166 Fax: _____

APPLICATION TYPE:

[ ] Conceptual Plan Review
[ ] Administrative Site Plan Review (**Projects must be 5000 sq. ft. GFA or Less**)
[X] Regular Site Plan Review (**Projects must be greater than 5000 sq. ft. GFA**)
[ ] Follow up review of previously submitted site plan/ and or amendments to site plan
[ ] Site Plan Extension

Proposed Use: Residential / Condominium

Property Size (Acres & Square Footage): 1.05 ac. to seawall / 59,237.32 sf

Proposed GFA (Gross Floor Area) of project: 375,422 sf

Submitted By: Joseph H. Hopkins, P .E. **Date:** 11.14.25

No applications, drawings, etc. will be accepted until all application fees are paid.

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 3463595 **Parcel ID: 533503010310**
DAYTONA VALOR CAPITAL LLC **3411 S ATLANTIC AVE, DAYTONA BEACH SHORES, FL**

Parcel Summary

Alternate Key:	3463595
Parcel ID:	533503010310
Township-Range-Section:	15 - 33 - 35
Subdivision-Block-Lot:	03 - 01 - 0310
Owner(s):	DAYTONA VALOR CAPITAL LLC - FS - Fee Simple - 100%
Mailing Address On File:	400 CLEVELAND ST CLEARWATER FL 33755 4003
Physical Address:	3411 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Property Use:	1000 - VACANT COMM
Tax District:	403-DAYTONA BEACH SHORES
2024 Final Millage Rate:	16.5683
Neighborhood:	7386
Subdivision Name:	
Homestead Property:	No

Detail by Entity Name

Florida Limited Liability Company
DAYTONA VALOR CAPITAL LLC

Filing Information

Document Number	L22000422728
FEI/EIN Number	88-4136862
Date Filed	09/29/2022
Effective Date	09/29/2022
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	12/12/2024
Event Effective Date	NONE

Principal Address

400 CLEVELAND ST
CLEARWATER, FL 33755

Mailing Address

400 CLEVELAND ST
CLEARWATER, FL 33755

Registered Agent Name & Address

SILVER, LANCE
400 CLEVELAND ST
CLEARWATER, FL 33755

Name Changed: 12/12/2024

Address Changed: 12/12/2024

Authorized Person(s) Detail

Name & Address

Title MGR

VC MANAGEMENT FLORIDA LLC
400 CLEVELAND ST
CLEARWATER, FL 33755

Annual Reports

Report Year	Filed Date
2023	04/13/2023
2024	04/25/2024
2025	04/29/2025

Document Images

04/29/2025 -- ANNUAL REPORT	View image in PDF format
12/12/2024 -- LC Amendment and Name Change	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
04/13/2023 -- ANNUAL REPORT	View image in PDF format
09/29/2022 -- Florida Limited Liability	View image in PDF format

City of Daytona Beach Shores
PLANNING DIVISION
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: (386) 763-5376 Email: gherstein@cityofdbs.org

AFFIDAVIT OF ACCURACY & COMPLETENESS

Applicant's Affirmation: By signing below, I hereby state that all information contained in the application described below and all documentation submitted herewith for the property located at 3411 S. Atlantic Ave. and having Volusia County Parcel ID number 5335-03-01-0310 is true and accurate to the best of my knowledge and belief. I understand the requirements relating to the specific development approval(s), that I am applying for and I understand the process for the application that I am submitting as outlined in the City's *Code of Ordinances* and the *Planning/Zoning Development Application Instructions*. I acknowledge that neither approval nor denial of this application relieves me, my assigns, or the property owner from the requirements of the *Florida Building Code*, the *National Fire Prevention Act*, or any other regulation related to the proposed development contained in the described application(s).

I, Joseph H. Hopkins, P.E., for the property described above in the capacity of

___ owner,

or

X non-owner applicant, (provide current phone & email): 386-239-7166 / Tpgdaytona@aol.com

,

make application to the City of Daytona Beach Shores for the following development type and description site plan application for a 86 unit residential condominium with structured parking and related amentities.

.

APPLICANT'S SIGNATURE: _____ Date: 11/18/25

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me X in person ___ or by on-line notarization this 18TH day of NOVEMBER 2025, by JOSEPH H. HOPKINS who is personally known to me or has produced _____.

Notary Public: _____ My Commission Expires: JUNE 1, 2026

KATHLEEN M. PERRY
Commission # HH 243502
Expires June 1, 2026

City of Daytona Beach Shores
PLANNING DIVISION
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: (386) 763-5376 Email: gherstein@cityofdbs.org

AFFIDAVIT OF RESPONSIBILITY & AUTHORIZATION

Property Owner's Affirmation: By signing below, I hereby grant authority to make specific application as described below for the property located at 3411 S. Atlantic Ave. and having Volusia County Parcel ID number 5335-03-01-0130. I understand the requirements relating to the specific development approval(s) being applied for, as described below, and I understand the process for the application being submitted as outlined in the City's *Code of Ordinances* and the *Planning/Zoning Development Application Instructions.* I acknowledge that neither approval nor denial of this application relieves me or my assigns from the requirements of the *Florida Building Code*, the *National Fire Prevention Act*, or any other regulation related to the proposed development contained in the described application(s).

I, Lance Silver, owner of the property described above in the capacity of

___ direct owner

_X_ exec. officer of the owning entity named Daytona Valor Capital LLC

___ partner of the owning partnership named _____

hereby authorize Joseph H. Hopkins, P.E.

to make application to the City of Daytona Beach Shores for the following development type and description site plan application for a 86 unit residential condominium with structured parking and related amenities.

PROPERTY OWNER'S SIGNATURE: _____ General Counsel & Manager of Daytona Valor Capital LLC Date: 11/14/25

STATE OF Florida
COUNTY OF Pinellas

Notary Public State of Florida
Jeff E. La Belle
My Commission HH 728849
Expires 1/31/2030

Sworn to and subscribed before me ✓ in person ___ or by on-line notarization this 14th day of November 20 25, by Lance Silver who is personally known to me or has produced Personally Known.

Notary Public: _____ My Commission Expires: 1/31/2030

Please note: One affidavit must be completed by each direct property owner or partner. Executive officers may submit one form. Please attach the current Division of Corporations pages identifying the officers or partners of the owning entity for all properties not under direct ownership.

Exhibit J

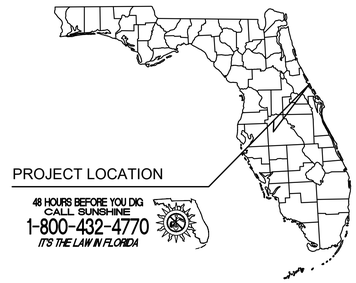
Civil Plans

ENGINEERING PLANS FOR

3411 S. ATLANTIC AVE, A CONDOMINIUM

3411 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA
NOVEMBER, 2025

CITY OF DAYTONA BEACH SHORES
VOLUSIA COUNTY, FLORIDA



INDEX OF SHEETS

C1	COVER
C2	GENERAL NOTES
C3	EXISTING CONDITIONS PLAN
C4	DEMOLITION PLAN
C5	OVERALL DEVELOPMENT PLAN
C6	BASEMENT DIMENSION & DRAINAGE PLAN
C7	GROUND FLOOR DIMENSION PLAN
2 C8	CCCL DIMENSION PLAN
C9	UTILITY PLAN
C10	PAVING, GRADING & DRAINAGE PLAN
2	
C11	FOUNDATION PLAN
C12	FOUNDATION DETAILS
2 C13	CROSS SECTIONS AND CUT AND FILL SUMMARY
2 C14	RIGHT-OF-WAY PAVING & DRAINAGE PLAN
C15	MAINTENANCE OF TRAFFIC PLAN
C16	CONSTRUCTION DETAILS
C17	CONSTRUCTION DETAILS
C18	BEACH ACCESS DETAILS
L-1	LANDSCAPE PLANTING PLAN, LIST, DETAILS, NOTES AND SPECIFICATIONS
2 IR-1	LANDSCAPE IRRIGATION PLAN
IR-2	LANDSCAPE IRRIGATION LIST, DETAILS, NOTES AND SPECIFICATIONS
G00	ARCHITECTURAL COLORED RENDERINGS
A10-1	OVERALL PARKING PLAN BASEMENT
A10-2	OVERALL GROUND FLOOR
A10-3	OVERALL PARKING PLAN L+2
A10-4	OVERALL PARKING PLAN L+3
A10-4a	OVERALL PARKING PLAN ML
A10-5	OVERALL AMENITIES PLAN L+3
A10-6	OVERALL TYPICAL FLOOR L+4 TO L+16
2 A10-8	ROOF PLAN L+19
A20-1	BUILDING ELEVATIONS NORTHWEST & EAST ELEVATION
A20-2	BUILDING ELEVATIONS SOUTHEAST & WEST ELEVATION
EL10-1	SITE LIGHTING
S1	TIDAL WATER SURVEY
S2	TIDAL WATER SURVEY

LEGAL DESCRIPTION:

ALL OF LOTS 31 AND 32 OF BLOCK A, AND A PORTION OF THE VACATED FIRST AVENUE, VAN VALZAH SUBDIVISION RECORDED IN MAP BOOK 4, PAGE 130, AND RERECORDED IN MAP BOOK 15, PAGE 64 AS A "TRUE COPY", OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH WEST CORNER OF LOT 32 BLOCK A, VAN VALZAH SUBDIVISION, RERECORDED IN MAP BOOK 15, PAGE 64, SAID CORNER ALSO LIES ON THE NORTHERLY LINE OF NOW VACATED FIRST AVENUE, SAID VAN VALZAH SUBDIVISION; THENCE N25°40;10'W, ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, ALSO KNOWN AS STATE ROAD A1-A, BEING AN 80.00 FOOT RIGHT OF WAY ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 7953-(150) 250, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF LOT 31, BLOCK A; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 31, BLOCK A, N64°03'33"E, A DISTANCE OF 297.54 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE; THENCE SOUTHERLY ALONG THE MEAN HIGH WATER LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID FIRST AVENUE, SAID RIGHT OF WAY LIES 200.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 31; THENCE S64°03'33"W, A DISTANCE OF 290.31 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE; THENCE N25°40'10"W, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

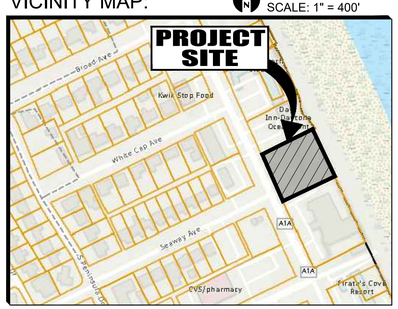
CONTAINING 1.36 ACRES MORE OR LESS.

PROJECT DESCRIPTION:

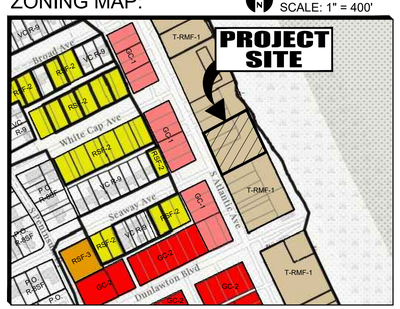
THE SCOPE OF THE PROJECT IS TO DEVELOP AN 16 STORY, 86 UNIT RESIDENTIAL CONDOMINIUM WITH GARAGE PARKING AND AMENITIES.

CCCL & RANGE MARKERS: SCALE: NONE

VICINITY MAP: SCALE: 1" = 400'



ZONING MAP: SCALE: 1" = 400'



FEMA MAP: SCALE: 1" = 500'

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
PHONE: (386)239-7166 FAX: (386)239-7120

3411 S. ATLANTIC AVE #973

NO.	DATE	PLAN REVISION	APPROVED
1	12/22/25	REVISED PER CITY COMMENTS DATED 12/11/25	JHH
2	3/9/26	REVISED PER CITY COMMENTS DATED 1/9/26	JHH
3	3/10/26	REVISED PER FDEP SUBMITTAL COMMENTS	JHH
4	4/30/26	REVISED PER CITY RAI-3 COMMENTS DATED 4/23/26	JHH

Joseph H Hopkins
2026-04-30 16:21:25

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

P.E. LIC. 4
BUS. CERT. LIC. 7

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH H. HOPKINS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UTILITY NOTES:

1. THE LOCATION OF ALL EXISTING UTILITIES AND SITE CONDITIONS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE UTILITY COMPANIES DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO STARTING CONSTRUCTION.
2. ALL CONSTRUCTION & MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST AWWA STANDARD, APPROVED DEP PERMITS, AND LOCAL GOVERNMENT STANDARD PROVIDING THE UTILITY SERVICE. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
3. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. THE LOCAL GOVERNMENT PROVIDING UTILITY SERVICE SHALL BE CONTACTED 48 HOURS IN ADVANCE OF INITIATING CONSTRUCTION ON ANY EXISTING OR PROPOSED UTILITIES.
5. ALL SERVICE LATERALS TO BUILDINGS SHALL BE CLEARLY MARKED AT THE SURFACE DURING CONSTRUCTION.
6. ALL UNDERGROUND UTILITIES SHALL HAVE A MINIMUM OF THREE (3') FEET OF COVER UNLESS OTHERWISE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER. IN ACCORDANCE WITH THE APPROVED PERMITS.
7. WHEN TRENCH EXCAVATION EXCEEDS FIVE (5') FEET IN DEPTH THE CONTRACTOR SHALL CONFORM TO OSHA STD. 29CFR SEC. 1926.65O. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW. A TRENCH SAFETY SYSTEM SHALL BE PROVIDED BY THE CONTRACTOR.
8. PIPE COLOR: ALL WATER MAIN PIPING SHALL BE BLUE IN COLOR. ALL SEWER PIPING (GRAVITY & FORCE MAIN) SHALL BE GREEN IN COLOR. ALL REUSE MAINS SHALL BE PURPLE IN COLOR.
9. WATER SERVICES 3/4" TO 2-1/2" SHALL BE POLYETHYLENE SERVICE TUBING AND HAVE A RECOMMENDED WATER PRESSURE RATING OF 200 PSI. SERVICE SHALL HAVE A COPPER TUBE OUTSIDE DIAMETER PER ASTM D-2737 AND BE MANUFACTURED FROM VIRGIN RESIN MEETING THE REQUIREMENTS OF ASTM D-1248 AND SHALL HAVE A STANDARD DIMENSION RATION OF 9 (SDR9) AND A PLASTIC PIPE INSTITUTE RATING OF PE 3408.
10. WATER MAINS 4 INCHES AND LARGER SHALL CONFORM TO THE AWWA STANDARD FOR POLYVINYL CHLORIDE (PVC) PIPE AS OUTLINED IN THE ANSI/AWWA C900 FOR CLASS 150, DR 18. ALL ASTM STANDARD REFERENCES INCLUDED AS PART OF THE AWWA C900 STANDARD SHALL APPLY. IN ANY CASE OF CONFLICT, THE REQUIREMENTS OF THE AWWA C900 STANDARD SHALL PREVAIL.
11. DUCTILE IRON PIPE SHALL BE CLASS 150 CEMENT LINED MEETING AWWA STANDARD A21.50, A21.51 AND A21.4.
12. ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICAL TESTED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA C 600 AND C 651 AND RULE 62-555.345 F.A.C.
13. DETECTION TAPE (IF REQUIRED) ON WATER AND SEWER MAINS. SHALL BE MAGNETIC AND LOCATED 18" BELOW GRADE.
14. UNDERGROUND WATER MAINS SHALL BE SEPARATED HORIZONTALLY AND VERTICALLY FROM SANITARY SEWER MAINS, STORM SEWERS, WASTEWATER, STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, ON-SITE SEWAGE TREATMENT, DISPOSAL SYSTEMS, SANITARY AND STORM SEWER MANHOLES PER F.S. 62-555.314(1) AND (2). UNDERGROUND WATER MAIN JOINTS SHALL BE SEPARATED FROM OTHER PIPELINE JOINTS PER F.S. 62-555.314(2)C. UNDERGROUND WATER MAINS SHALL BE SEPARATED FROM SANITARY OR STORM SEWER MANHOLES PER F.S. 62-555.314(3). UNDERGROUND WATER MAINS LAID LESS THAN THREE (3) FEET HORIZONTALLY AND CROSSING ANOTHER PIPELINE WHERE THE MINIMUM VERTICAL SEPARATION OR MINIMUM JOINT SEPARATION IS LESS THAN THAT SPECIFIED SHALL COMPLY WITH THE EXCEPTION SPECIFIED IN F.S. 62-555.314(5).
15. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
16. ALL SEWER CLEANOUTS IN TRAFFIC AREAS SHALL BE FLUSH WITH THE PAVEMENT. THESE SEWER CLEANOUTS SHALL HAVE BRASS CAPS W/COUNTER SUNK SQUARE PLUGS.
17. PVC GRAVITY SEWER SHALL BE SDR 35. JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. ALL PVC SEWER SHALL BEAR THE "NSF-DW SEAL."
18. ELECTRICAL POWER SERVICE SHALL BE UNDERGROUND MEETING THE SPECIFICATIONS OF FP&L OR THE GOVERNING UTILITY COMPANY.
19. FIRE HYDRANT PLACEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE GOVERNING MUNICIPAL REQUIREMENTS.

FDEP NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, A PRE-CONSTRUCTION CONFERENCE WITH FDEP, ENGINEER, OWNER AND CONTRACTOR SHALL BE HELD AT THE SITE.
2. ALL RUBBLE AND DEBRIS RESULTING FROM CONSTRUCTION SHALL BE REMOVED TO A LOCATION LANDWARD OF THE CCCL.
3. ALL EXCAVATED MATERIAL FROM SEAWARD OF THE CCCL SHALL REMAIN SEAWARD OF THE LINE. AN AS-BUILT SURVEY OF THE RESTORED DUNE SYSTEM SHALL BE PREPARED AND FORWARDED TO FDEP.
4. NO CONSTRUCTION, OPERATION, TRANSPORTATION OR STORAGE OF EQUIPMENT OR MATERIAL IS ALLOWED AT OR SEAWARD OF THE SEAWALL DURING MARINE TURTLE NESTING SEASON (MAY 1 thru OCT. 31).
5. ALL EXTERIOR LIGHTING SHALL BE INSTALLED AND MAINTAINED AS DEPICTED IN THE APPROVED FWC LIGHTING SCHEMATIC. NO ADDITIONAL PERMANENT EXTERIOR LIGHTING IS AUTHORIZED.

EXFILTRATION TRENCH O & M PROCEDURES

1. OPERATION AND MAINTENANCE OF ON-SITE STORMWATER SYSTEMS, SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.
2. BUILDING ROOF RUNOFF SHALL BE DIRECTLY CONNECTED TO THE EXFILTRATION TRENCH SYSTEM.
3. STORM INLETS, TRENCH GRATES, GARAGE INLETS, AND POOL DECK GRATES SHALL BE INSPECTED AND CLEANED ON A WEEKLY BASIS TO PREVENT CLOGGING OR LIMIT INFLOW CAPACITY.
4. THE BOTTOM OF ALL INLETS, TRENCHES AND POOL DECK DRAINS SHALL BE INSPECTED ON A MONTHLY BASIN AND ALL DEBRIS, SAND AND SEDIMENTATION REMOVED.
5. THE TRENCH DRAIN SYSTEM SHALL BE INSPECTED ON A MONTHLY BASIS OR THREE(3) DAYS AFTER A STORM EVENT TO ENSURE THE EXFILTRATION TRENCH DRAWS DOWN PROPERLY.
6. EXFILTRATION TRENCHES SHALL BE FLUSHED ON A YEARLY BASIS TOWARDS INLET SUMPS TO REMOVE INTERNAL SEDIMENTATION.

DEWATERING NOTES:

1. CONTRACTOR SHALL PERFORM DEWATERING ACTIVITIES IN STRICT ACCORDANCE WITH THE LATEST SJRWMD REQUIREMENTS, AND WITHIN PUMPING RATE THRESHOLDS ALLOWED BY SJRWMD WITHOUT REQUIRING A CONSUMPTIVE USE PERMIT.
2. ALL WATER SHALL BE PUMPED TO TEMPORARY STILLING BASINS FOR SEDIMENTATION/TURBIDITY CONTROL. STILLING BASINS SHALL HAVE FILTER CLOTH AND HAY BALES IN PLACE ALONG DOWNSTREAM LIMITS PRIOR TO DEWATERING NATURING ACTIVITIES.
3. DEWATERING ACTIVITIES SHALL NOT EXCEED 100,000 GPD ON AN ANNUAL AVERAGE BASIS.
4. CITY MAINTAINED STORMWATER CONVEYANCE STRUCTURES WITHIN THE RIGHT-OF-WAYS SHALL NOT BE USED FOR DEWATERING WITHOUT WRITTEN PERMISSION FROM THE CITY.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL CONDUCT ALL ACTIVITIES WITHIN THE LIMITS OF THE PERMITTED CONSTRUCTION AREA OR PROPERTY BOUNDARY, AS APPLICABLE.
2. PRIOR TO INITIATING CONSTRUCTION ON SITE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED. THIS SHALL INCLUDE ANY SILT SCREENING, HAY BALES OR OTHER EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS, DESCRIBED IN THE SITE PERMITS OR OTHERWISE REQUIRED DUE TO SITE CONSTRUCTION ACTIVITIES.
3. A PRE-CONSTRUCTION EROSION CONTROL INSPECTION SHALL BE SCHEDULED WITH THE CODB UTILITIES ENGINEERING DEPARTMENT OR PERMITS AND LICENSING IMMEDIATELY FOLLOWING INSTALLATION OF EROSION CONTROL MEASURES.
4. STORM WATER PONDS AND ANY REQUIRED CONVEYANCE FACILITIES SHALL BE CONSTRUCTED IMMEDIATELY AFTER CLEARING AND ROUGH GRADING IS COMPLETED.
5. PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED WITHIN 7 DAYS OF ESTABLISHING FINISHED GRADES. OTHER FORMS OF EROSION CONTROL MAY BE APPROVED BY THE ENGINEER OR BY OTHER PERMIT CONDITIONS.
6. ALL FORMS OF EROSION CONTROL SHALL BE REMOVED AFTER CONSTRUCTION AND PRIOR TO FINAL INSPECTION.

EARTHWORK AND EMBANKMENT NOTES:

1. ALL EARTHWORK AND RELATED OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 120 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
2. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE CONSTRUCTED OF MATERIAL CONTAINING NO MUCK, STUMPS, ROOTS, BRUSH, ROCK, RUBBISH, OR OTHER MATERIAL DESIGNATED AS UNDESIRABLE.
3. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE COMPACTED IN SIX (6") INCH LIFTS TO A DENSITY OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557, MODIFIED PROCTOR.
4. IN FINAL SHAPING OF EARTHWORK, A TOLERANCE OF 0.25 FEET ABOVE OR BELOW THE DESIGN ELEVATIONS WILL BE ALLOWED, EXCEPT AS NOTED UNDER SECTION 120-12.1 (1 THROUGH 5) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. NO CONSTRUCTION IS PERMITTED BEYOND THE LIMITS OF THE PROJECT BOUNDARY.

DEMOLITION NOTES:

1. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
2. AREAS OF THE SITE WITHIN THE DEMOLITION LIMITS SHALL BE CLEARED OF ALL EXISTING PHYSICAL IMPROVEMENTS TO WITHIN TWO (2') FEET OF EXISTING GRADE. FOOTINGS, UNDERGROUND PIPING & RELATED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY. CARE SHALL BE TAKEN TO PRESERVE ALL EXISTING UTILITIES AND TO PRESERVE EXISTING STRUCTURES CONTIGUOUS TO THE LIMITS OF DEMOLITION. UTILITY LOCATES SHALL BE OBTAINED PRIOR TO INITIATING ANY DEMOLITION.
3. ALL DEMOLISHED MATERIALS SHALL BE COLLECTED AND DISPOSED IN AN APPROVED MANOR AND BY AN APPROVED CITY OF DAYTONA BEACH SHORES FRANCHISEE. THE COST OF DEMOLITION AND DISPOSAL OF DEMOLISHED MATERIALS SHALL BE PAID BY THE CONTRACTOR.
4. AFTER DEMOLITION IS COMPLETED, THE SITE SHALL BE FILLED TO THE PROPOSED SUB GRADE ELEVATION SPECIFIED ON THE PAVING AND DRAINAGE PLANS. FILL SHALL BE PLACED IN SIX (6") LIFTS AND COMPACTED TO 95% MAXIMUM DENSITY USING THE AASHTO T-180 TEST METHOD. ISOLATED VOIDS SHALL BE FILLED AND COMPACTED IN THE SAME MANOR.
5. PRIOR TO AND DURING DEMOLITION OPERATIONS, THE CONTRACTOR SHALL MINIMIZE THE POTENTIAL FOR AIRBORNE DISPERSION OF DEMOLISHED MATERIALS, DUST, SAND AND THE LIKE.
6. ALL EXISTING SURFACE IMPROVEMENTS AND UNDERGROUND STORM DRAINAGE FOUNDATIONS SHALL BE REMOVED WITHIN THE PROJECT BOUNDARY LIMITS.

SWPPP NOTES:

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

1. STORMWATER POLLUTION PREVENTION MEASURES TO BE PRACTICED IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES STORMWATER DISCHARGE PERMIT REQUIREMENTS.
2. INSPECTIONS AND REPORTS OF SWPPP MEASURES TO BE PERFORMED BY A QUALIFIED INSPECTOR (PROVIDED BY THE OPERATOR) TO INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR AN MS4 (INCLUDING ON-SITE DISCHARGE TO WETLANDS AS WELL AS PROJECT OUTFALL STRUCTURES); DISTURBED AREA OF THE CONSTRUCTION SITE THAT HAVE NOT FINALLY STABILIZED, AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE PROJECT SITE, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER AS DESCRIBED IN SECTION V.D.4a,b&c OF THE NPDES PERMIT REQUIREMENTS.
3. THE FOLLOWING NON-STORMWATER DISCHARGES MAY BE AUTHORIZED UNDER THE NPDES PERMIT PROVIDED THE NON-STORMWATER COMPONENT OF THE DISCHARGE IS IN COMPLIANCE WITH PARAGRAPH V.D.5: DISCHARGES FROM FIRE HYDRANT FLUSHINGS; CONTROL DUST IN ACCORDANCE WITH PART V.D.2.c.(2); POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; IRRIGATION DRAINAGE; EXTERNAL BUILDING WASHDOWN, PAVEMENT WASHWATERS AND FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIAL.

SITE DATA:

ZONING: T-RMF-1 HOTEL/MOTEL & MULTIFAMILY RESIDENTIAL DISTRICTS
FLU: HIGH INTENSITY USES

PARKING SPECIFICATIONS:
TOTAL PARKING REQUIRED = 133 SPACES (128 REG , 5 H.C.)
TOTAL PARKING PROVIDED = 162 SPACES (156 REG , 6 H.C.)

LOT SPECIFICATIONS:
SITE AREA: 59,237.32 S.F. = 1.36 Ac.
PROJECT AREA: 45,843.64 S.F. = 1.05 Ac.

DESCRIPTION (PRIOR DEVELOPMENT):	S.F.	Ac.	%
BUILDING (FOOT PRINT):	12,500.69	0.29	27.5
PVMT/CONC:	23,483.08	0.54	51.5
POOL/SPA:	1,070.19	0.02	2.3
TOTAL IMPERVIOUS AREA:	37,053.96	0.85	80.8
TOTAL PERVIOUS AREA:	8,789.68	0.20	19.2
TOTAL AREA:	45,843.64	1.05	100.0

DESCRIPTION (CURRENT):	S.F.	Ac.	%
TOTAL IMPERVIOUS AREA:	0.00	0.00	0.0
TOTAL PERVIOUS AREA:	45,843.64	1.05	100.0
TOTAL AREA:	45,843.64	1.05	100.0

DESCRIPTION (PROPOSED):	S.F.	Ac.	%
BUILDING (FOOT PRINT):	22,153.18	0.51	48.3
PVMT/CONC:	17,153.50	0.39	37.5
POOLS:	332.84	0.01	0.7
TOTAL IMPERVIOUS AREA:	39,639.52	0.91	86.5
TOTAL PERVIOUS AREA:	6,204.12	0.14	13.5
TOTAL AREA:	45,843.64	1.05	100.0

SETBACKS REQUIRED:
MIN. FRONT = 30'
MIN. N. SIDE = 15'
MIN. S. SIDE = 20'
MIN. REAR = 50'
MAX. BUILDING HEIGHT = 16 STY + 2 PARK
MAX. LOT COVERAGE = 60%

SETBACKS PROVIDED:
MIN. FRONT = 31.1'
MIN. N. SIDE = 15'
MIN. S. SIDE = 20'
MIN. REAR = 50.8'
MAX. BUILDING HT = 227.5 (244 AGL) 16 STY
MAX. LOT COVERAGE = 60.0%

SITE NOTES:

1. USDA NRCS SOIL TYPE: 40, PALM BEACH-URBAN LAND PAOLA COMPLEX, HYDROLOGIC GROUP "A" USDA NATURAL RESOURCES CONSERVATION SERVICE, VOLUSIA COUNTY, FLORIDA.
2. PARCEL LOCATED IN FLOOD ZONE "X" (AREAS OUTSIDE 500 YR FLOOD PLAIN) AND ZONE "VE" WITH A BASE FLOOD ELEVATION OF 10.0 AS SCALED FROM FLOOD INSURANCE RATE MAP VOLUSIA COUNTY, FL. PANEL # 388 OF 930 MAP # 12127C0388J, DATED SEPTEMBER 29, 2017. **ENCROACHMENT OF THE SFHA, ZONE VE, WEST OF THE SEAWALL MUST BE RESOLVED PRIOR TO THE ISSUANCE OF A BUILDING FOUNDATION OR CONSTRUCTION PERMIT WITHIN SAID SFHA.**
3. TAX PARCEL NUMBER: 5335-03-01-0310
4. SITE ADDRESS: 3411 S. ATLANTIC AVE. DAYTONA BEACH SHORES, FL

ADDRESS NOTES:

1. ADDRESS NUMBERS SHALL BE ARABIC NUMERALS. NUMBERS SHALL BE IN A COLOR CONTRASTING WITH THE STRUCTURE OR BACKGROUND SURFACE, AND NOT BE LESS THAN SIX (6) INCHES IN HEIGHT.
2. THE ADDRESS NUMBER SHALL BE AFFIXED HORIZONTALLY IN A CONSPICUOUS PLACE ON THE BUILDING SO THAT THE NUMBER IS CLEARLY LEGIBLE FROM THE STREET.

CURBING NOTES:

1. TERMINATING CURBS SHALL HAVE TRANSITIONS FROM 6" TO 0" OVER A LENGTH OF 2 FEET.
2. WHERE TERMINATING CURBS AND SIDEWALKS MEET, THE CURB SHALL TRANSITION OVER 2 FEET TO MATCH THE FINISHED ELEVATION OF THE SIDEWALK.
3. CONTRACTOR TO USE INTEGRAL CURB WITH CONCRETE PAVING SPECIFICATION OR FDOT TYPE "D" CURB WITH ASPHALT PAVING SPECIFICATION.

NOTE:
ALL DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH FBC 8TH EDITION (2023) WITH SUPPLEMENTS FOR MINIMUM 140 MPH WIND LOADS.

GENERAL NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEYS PERFORMED BY VISION LAND SERVICE, INC. JOB NO. 18-28229, DATED 07/18/18, ELEVATIONS ARE BASED ON N.A.V.D DATUM OF 1988.
2. AREAS WITHIN THE PUBLIC RIGHT-OF-WAY AND OFF SITE WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE CLEARED OF ALL DEBRIS, REGRADED AND SODDED W/ BAHIA SO AS TO RESTORE THE AREA TO A STABILIZED AND PLANTED STATE.
3. ALL MATERIALS (PIPES, STRUCTURES, ETC.) AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE "FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION", THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS", AND THE "FLORIDA BUILDING CODE" 8TH EDITION (2023).
4. SIDEWALK SPECIFICATIONS:
4" FDOT CLASS 1 PORTLAND CEMENT CONCRETE (2500 PSI @ 28 DAYS) W/ 6" CLEAN STABILIZED SAND SUBGRADE (MIN. 95% COMPACTION PER AASHTO T-99)
6" THICK @ DRIVEWAYS (3000 PSI @ 28 DAYS) W/ 12" SUBGRADE IN 6" LIFTS. EXPANSION AND CONTRACTION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT RECOMMENDATIONS.
5. PAVEMENT SPECIFICATIONS: (ASPHALT / CONCRETE)
CONCRETE: 6" FDOT CLASS 1 PORTLAND CEMENT CONCRETE (3000 PSI @ 28 DAYS MAX. 5" SLUMP) 10" CLEAN STABILIZED SAND SUBGRADE (MIN. 98% COMPACTION, AASHTO T-180) EXPANSION AND CONTRACTION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH PCA RECOMMENDATION
ASPHALT: 1 1/2" TYPE 9.5 SP ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD). 6" LIMEROCK BASE (LBR 100 MIN. 98% COMPACTION, AASHTO T-180) 8" STABILIZED SUBGRADE (LBR 40 MIN. 98% COMPACTION, AASHTO T-180)
6. CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL "AS-BUILT" INFORMATION CONTAINING AT A MINIMUM: BUILDING LOCATION, TYPICAL PARKING STALL WIDTHS AND LENGTHS, PAVEMENT AND SIDEWALK WIDTHS, CROSS SLOPES AND DRAINAGE DIRECTIONS, BUILDING FINISHED FLOOR ELEVATION, PAVEMENT, SIDEWALK AND STORMWATER AREA SPOT GRADES, UTILITY LOCATIONS AND TOP OF PIPE GRADES. ADDITIONAL INFORMATION MAY BE NEEDED FOR CITY. A CERTIFICATION TO THIS EFFECT SIGNED AND SEALED BY A P.L.S. SHALL GO TO THE OWNER (OWNERS BANK IF REQUIRED), CITY AND ENGINEER.
7. ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
8. PAVEMENT SHALL BE PAINT STRIPPED AND WHEEL STOPPED AS SHOWN. WHERE NOTED, THERMOPLASTIC WITH GLASS SPHERES STRIPING SHALL BE USED. RIGHT-OF-WAY PAINT STRIPING SHALL BE THERMOPLASTIC WITH GLASS SPHERES IN ACCORDANCE WITH F.D.O.T. INDEX #711-001. RIGHT-OF-WAY REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED (WHEN REQUIRED) IN ACCORDANCE WITH F.D.O.T. INDEX #706-001.
9. ALL UNPAVED PROPERTIES UTILIZED FOR CONSTRUCTION PARKING AND/OR STAGING MUST BE LEVELED, GRADED AND HYDROSEEDED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
10. CAUTION MUST BE TAKEN DURING CONSTRUCTION IN THE VICINITY OF CITY LIGHT POLES ON SR A1A. THE REMOVAL AND RELOCATION OF THE DECORATIVE STREET LIGHT SHALL BE PERFORMED BY CITY STAFF. CONTACT PUBLIC WORKS DEPUTY DIRECTOR TOM BROWN WITH QUESTIONS AND TO COORDINATE RELOCATION AT LEAST 48 HOURS IN ADVANCE, (386) 763-7578. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL REQUIRED SUPPLIES, SUCH AS WIRING AND A NEW LIGHT POLE BASE.
11. CITY SIDEWALKS ALONG SR A-1-A DAMAGED DURING CONSTRUCTION SHALL BE REPLACED TO THEIR EXISTING CONDITION PRIOR TO CONSTRUCTION.
12. CONTRACTOR SHALL COORDINATE WITH THE CITY OF DAYTONA BEACH SHORES PUBLIC WORKS AND VOTRAN FOR APPROVAL TO REMOVE AND RELOCATE VOTRAN BUS STOP BENCH AND TRASH CAN. CONTRACTOR SHALL POUR AN APPROPRIATE CONCRETE PAD IN THE NEWLY APPROVED LOCATION. (TOM BROWN, DEPUTY PUBLIC WORKS DIRECTOR 386-763-7578)
13. PRIOR TO TAPPING INTO THE CITY MANHOLE FOR SEWER CONNECTION, PROVIDE AT LEAST 48 HOUR NOTICE TO DEPUTY DIRECTOR OF PUBLIC WORKS TOM BROWN AT (386) 763-7578.
14. ANY SAND BLOWN OR RE-DISTRIBUTED ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE CLEARED AND RETURNED TO THE CONSTRUCTION SITE DAILY.
15. EMPLOYEE AND CONSTRUCTION RELATED VEHICLES SHALL BE PARKED OFF-SITE AT _____. WORKERS SHALL BE SHUTTLED TO AND FROM THE SITE. PARKING ON RIGHTS-OF-WAY IS NOT ALLOWED IN DAYTONA BEACH SHORES. (2) (4)
16. ALL CONSTRUCTION EQUIPMENT, VEHICLES, AND BUILDING MATERIALS SHALL BE STAGED ON THE CONSTRUCTION SITE.
17. THE CONSTRUCTION OFFICE SHALL BE LOCATED IN THE NORTHWEST CORNER OF THE SITE.
18. OWNER/DEVELOPER: DAYTONA VALOR CAPITAL, LLC
LANCE SILVER
400 CLEVELAND ST.
CLEARWATER, FL 33755
TELEPHONE: (727) 441-2144
ALAN@VALORC.COM

CIVIL ENGINEERING: THE PERFORMANCE GROUP, INC.
JOSEPH HOPKINS, PE
100 MARINA POINT DR.
DAYTONA BEACH, FL 32114
TELEPHONE: (386) 239-7166

SURVEYOR: SLIGER & ASSOCIATES, INC.
JEFFERY S. HATTENDORF, PSM
3921 NOVA ROAD
PORT ORANGE, FL 32127
TELEPHONE: (386) 671-5385

ARCHITECT OF RECORD: NICHOLS ARCHITECTS
2 ALHAMBRA PLAZA, SUITE1020
CORAL GABLES, FL 33134
TELEPHONE: (305) 443-5206

DESIGN ARCHITECT: *GVI GOMEZ VAZQUEZ* INTERNATIONAL
31 NE 17TH ST. #232
MIAMI, FL 33132
TELEPHONE: (210) 404-9658

LANDSCAPE ARCHITECT: RHETT ROY LANDSCAPE ARCHITECT
7860 PETERS ROAD, SUITE F-110
PLANTATION, FL 33324
TELEPHONE: (954) 462-0704

STRUCTURAL: B&W STRUCTURAL DESIGNS, LLC
CHRISTOPHER WRIGHT, P.E.
105 S. ALBANY AVE.
TAMPA, FL 33606
TELEPHONE: (813) 374-2459

WATER: CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129
TELEPHONE: (386) 506-5750

SEWER: DAYTONA BEACH SHORES
PUBLIC WORKS
11 BELLEMEAD DRIVE
DAYTONA BEACH SHORES, FL 32118
TELEPHONE: (386) 763-5351

ELECTRIC: FLORIDA POWER & LIGHT CO.
3000 SPRUCE CREEK ROAD PORT
ORANGE, FL 32127
386-322-3414

TELEPHONE: BELLSOUTH
900 N. NOVA ROAD
DAYTONA BEACH, FL 32117
386-254-8003

GAS: TECO PEOPLES GAS
1722 RIDGEWOOD AVE.
HOLLY HILL, FL 32117
386-671-2220

CABLE: BRIGHT HOUSE NETWORK
209 DUNLAWTON AVE.
PORT ORANGE, FL. 32127
386-760-9950

NO.	DATE	APPR.	REVISION
4	4/09/26	JHH	REVISED PER CITY RAJ'S COMMENTS DATED 4/03/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
2	3/9/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

GENERAL NOTES

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

Joseph H Hopkins
2026-04-30 16:21:57

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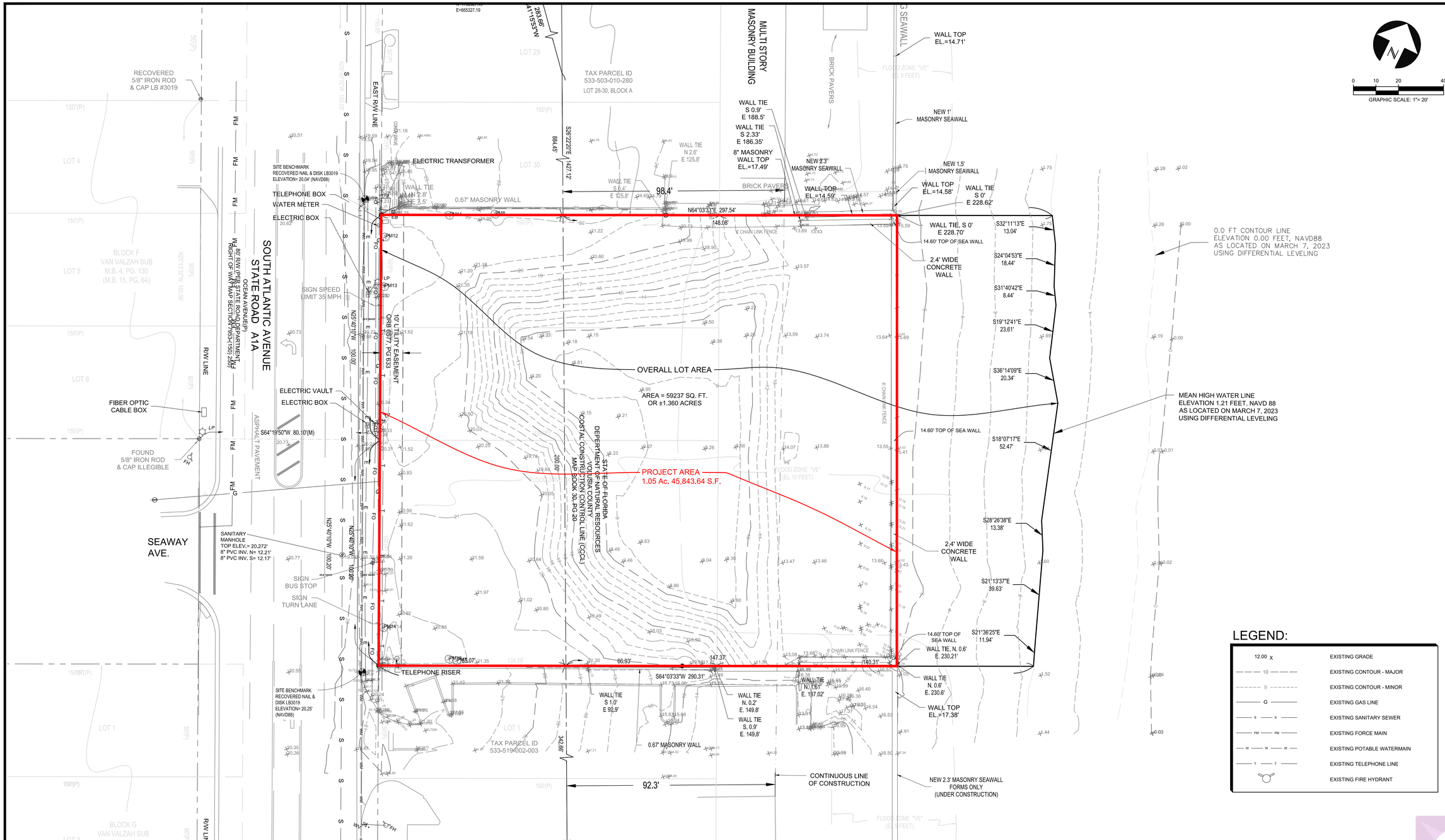
SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C2 OF 18



LEGEND:

12.00 X	EXISTING GRADE
10	EXISTING CONTOUR - MAJOR
9	EXISTING CONTOUR - MINOR
G	EXISTING GAS LINE
S	EXISTING SANITARY SEWER
FM	EXISTING FORCE MAIN
W	EXISTING POTABLE WATERMAIN
T	EXISTING TELEPHONE LINE
	EXISTING FIRE HYDRANT

NO.	DATE	APPR.	REVISION
4	4/3/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/3/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
2	3/6/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-1165 FAX: (386)239-7120

EXISTING CONDITIONS PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:22:13

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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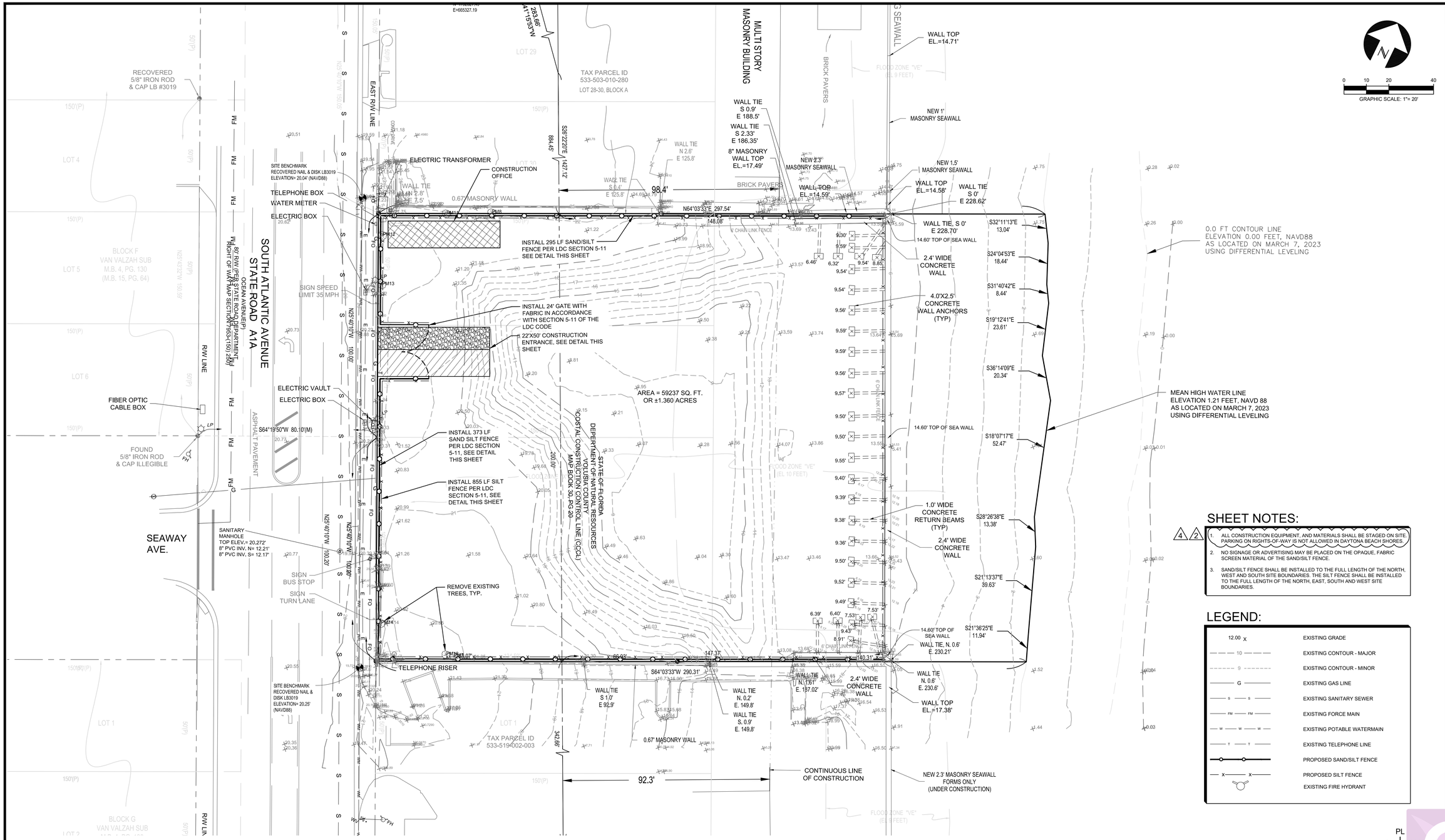
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C3 OF 18



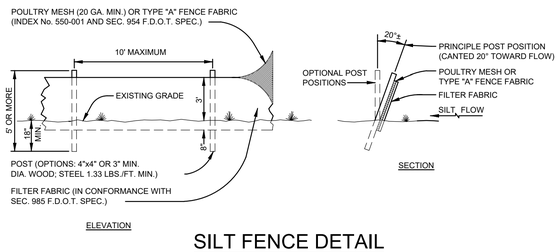
0 10 20 40
GRAPHIC SCALE: 1"= 20'

SHEET NOTES:

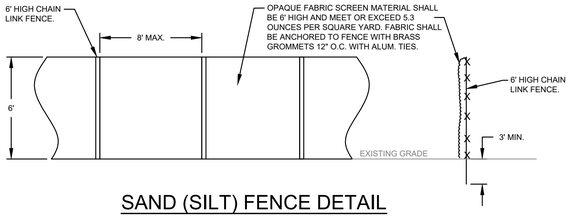
1. ALL CONSTRUCTION EQUIPMENT, AND MATERIALS SHALL BE STAGED ON SITE. PARKING ON RIGHTS-OF-WAY IS NOT ALLOWED IN DAYTONA BEACH SHORES.
2. NO SIGNAGE OR ADVERTISING MAY BE PLACED ON THE OPAQUE, FABRIC SCREEN MATERIAL OF THE SAND/SILT FENCE.
3. SAND/SILT FENCE SHALL BE INSTALLED TO THE FULL LENGTH OF THE NORTH, WEST AND SOUTH SITE BOUNDARIES. THE SILT FENCE SHALL BE INSTALLED TO THE FULL LENGTH OF THE NORTH, EAST, SOUTH AND WEST SITE BOUNDARIES.

LEGEND:

- EXISTING GRADE
- EXISTING CONTOUR - MAJOR
- EXISTING CONTOUR - MINOR
- EXISTING GAS LINE
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN
- EXISTING POTABLE WATERMAIN
- EXISTING TELEPHONE LINE
- PROPOSED SAND/SILT FENCE
- PROPOSED SILT FENCE
- EXISTING FIRE HYDRANT

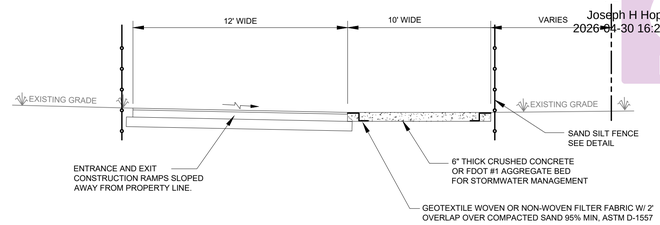


SILT FENCE DETAIL



SAND (SILT) FENCE DETAIL

NOT TO SCALE



CONSTRUCTION WASH DOWN DETAIL

NOT TO SCALE

NO.	DATE	APPR.	REVISION
4	4/3/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/3/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
2	3/6/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

DEMOLITION PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

PL
Joseph H Hopkins
2026-04-30 16:22:30

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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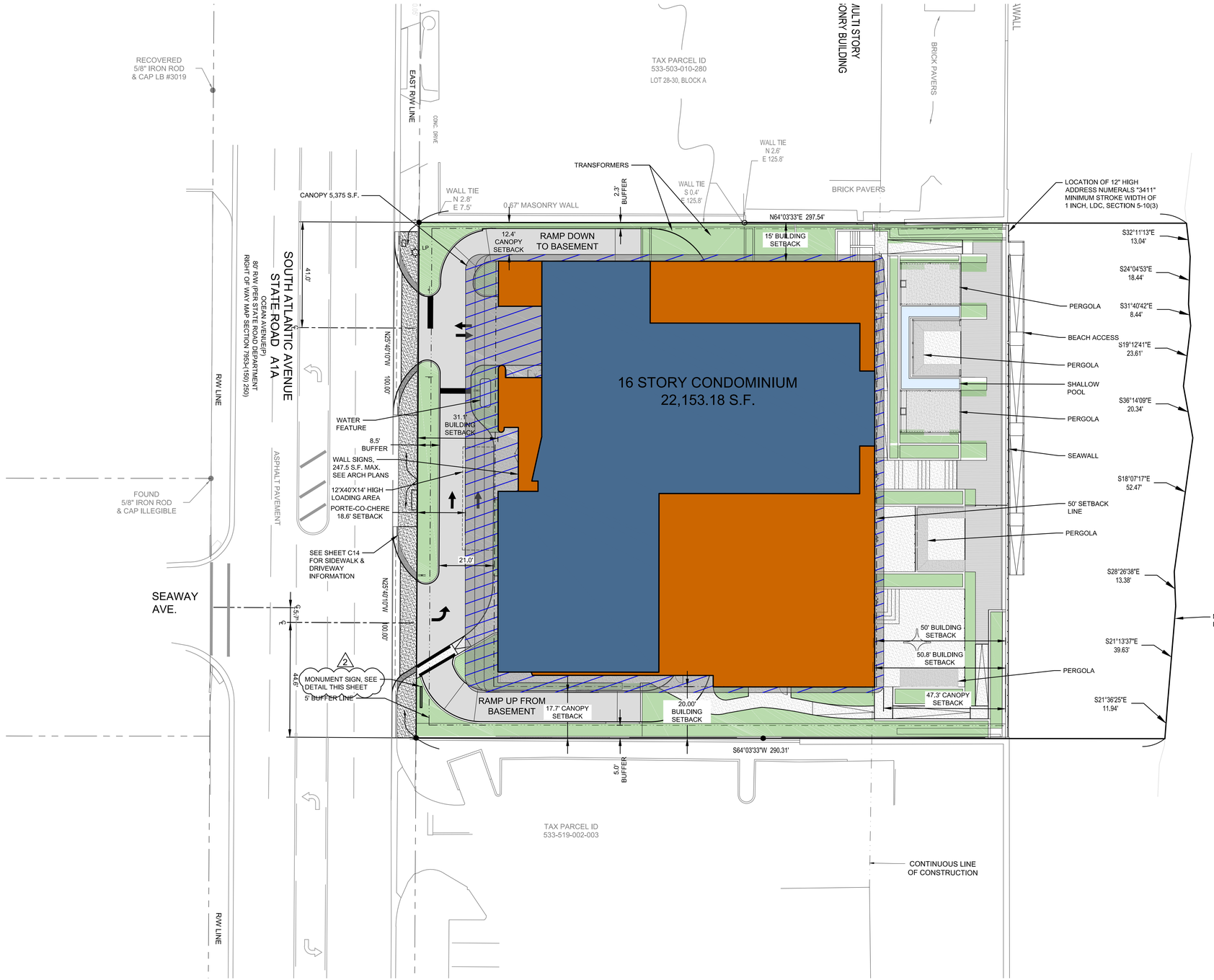
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	

SHEET C4 OF 18



0 10 20 40

GRAPHIC SCALE: 1"= 20'

CIVIL ANALYSIS AREAS

SITE (TO FRONT OF SEAWALL):	45,843.64 S.F.
GROUND FLOOR:	22,153.18 S.F.
BUILDING CANOPY:	5,375.43 S.F.
TOTAL BUILDING AREA:	27,528.61 S.F.

LOT COVERAGE:
27,528.61 ÷ 45,843.64 = 60.0%

GROUND FLOOR LEVEL

TOWER AREA

CANOPY AREA

NO.	DATE	APPR.	REVISION
5	4/30/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/23/26
4	4/30/26	JHH	REVISED PER FDEP SUBMITTAL COMMENTS
3	3/10/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
2	3/6/26	JHH	REVISED PER CITY COMMENTS DATED 12/11/25
1	12/22/25	JHH	

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48659
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

OVERALL DEVELOPMENT PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:22:47

JOSEPH H. HOPKINS LICENSE No. 48659 STATE OF FLORIDA PROFESSIONAL ENGINEER

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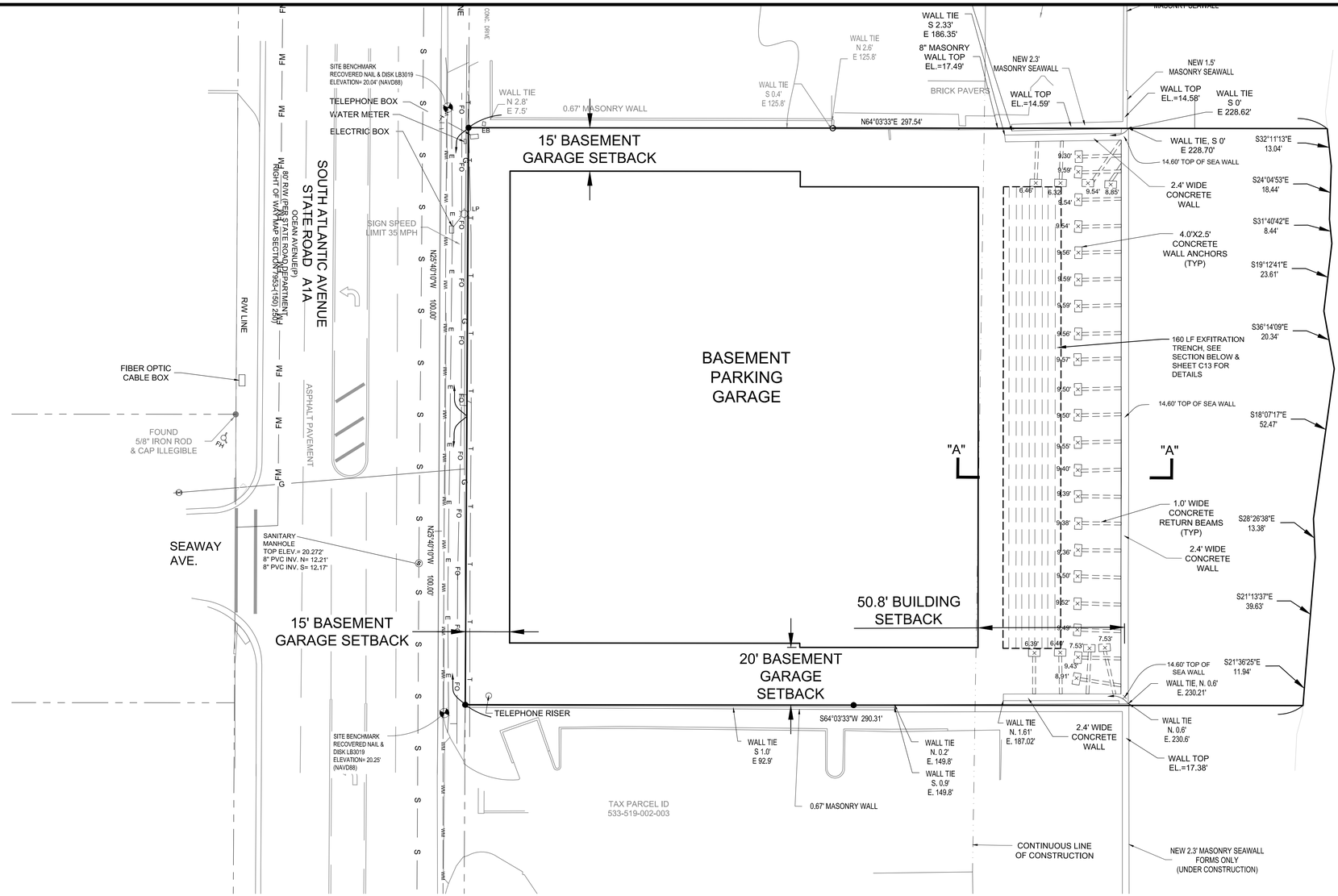
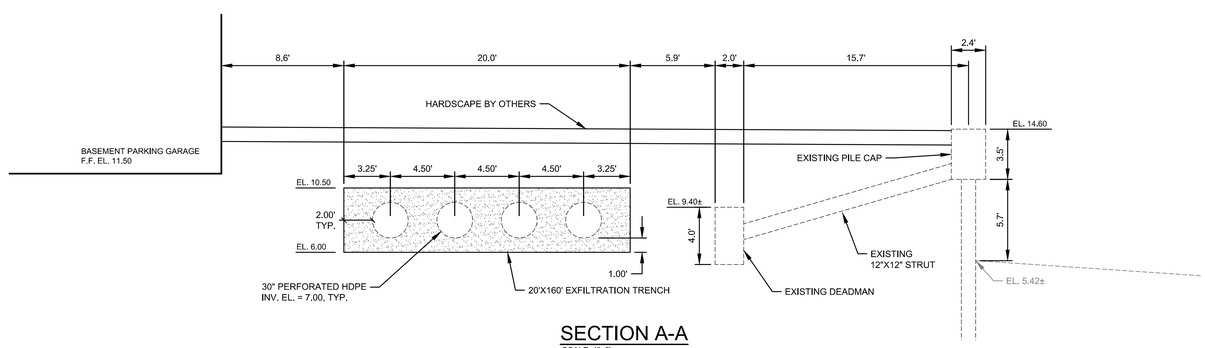
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C5 OF 18	





SECTION A-A

SCALE: 1"=5'

NO.	DATE	APPR.	REVISION
4	4/30/26	JHH	REVISED PER CITY RAI-3 COMMENTS DATED 4/23/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
2	3/6/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

BASEMENT DIMENSION & DRAINAGE PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:23:06

STATE OF FLORIDA
JOSEPH H. HOPKINS
LICENSE
No. 48059
PROFESSIONAL ENGINEER

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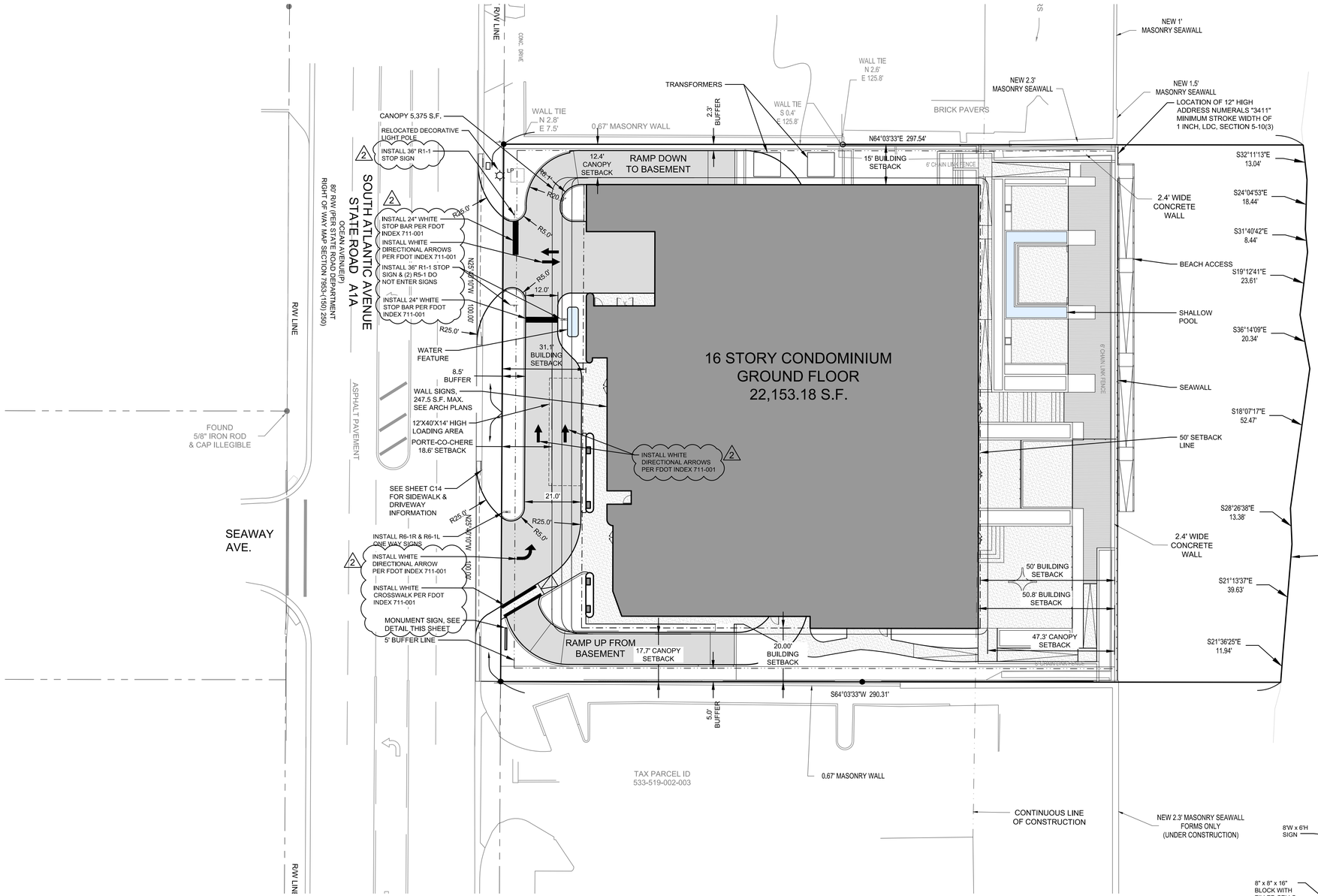
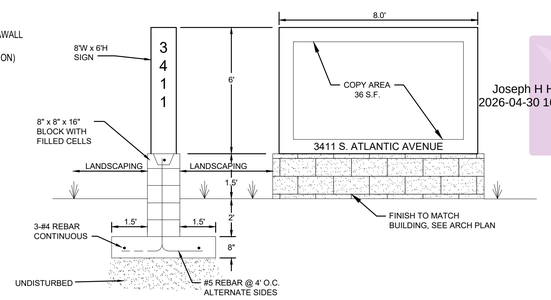
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C6 OF 18	



0 10 20 40

GRAPHIC SCALE: 1"= 20'



MONUMENT SIGN

NO.	DATE	APPR.	REVISION
4	4/9/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/3/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
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1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
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PHONE: (386)239-7165 FAX: (386)239-7120

GROUND FLOOR DIMENSION PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:23:27

JOSEPH H. HOPKINS — LICENSE — No. 48059 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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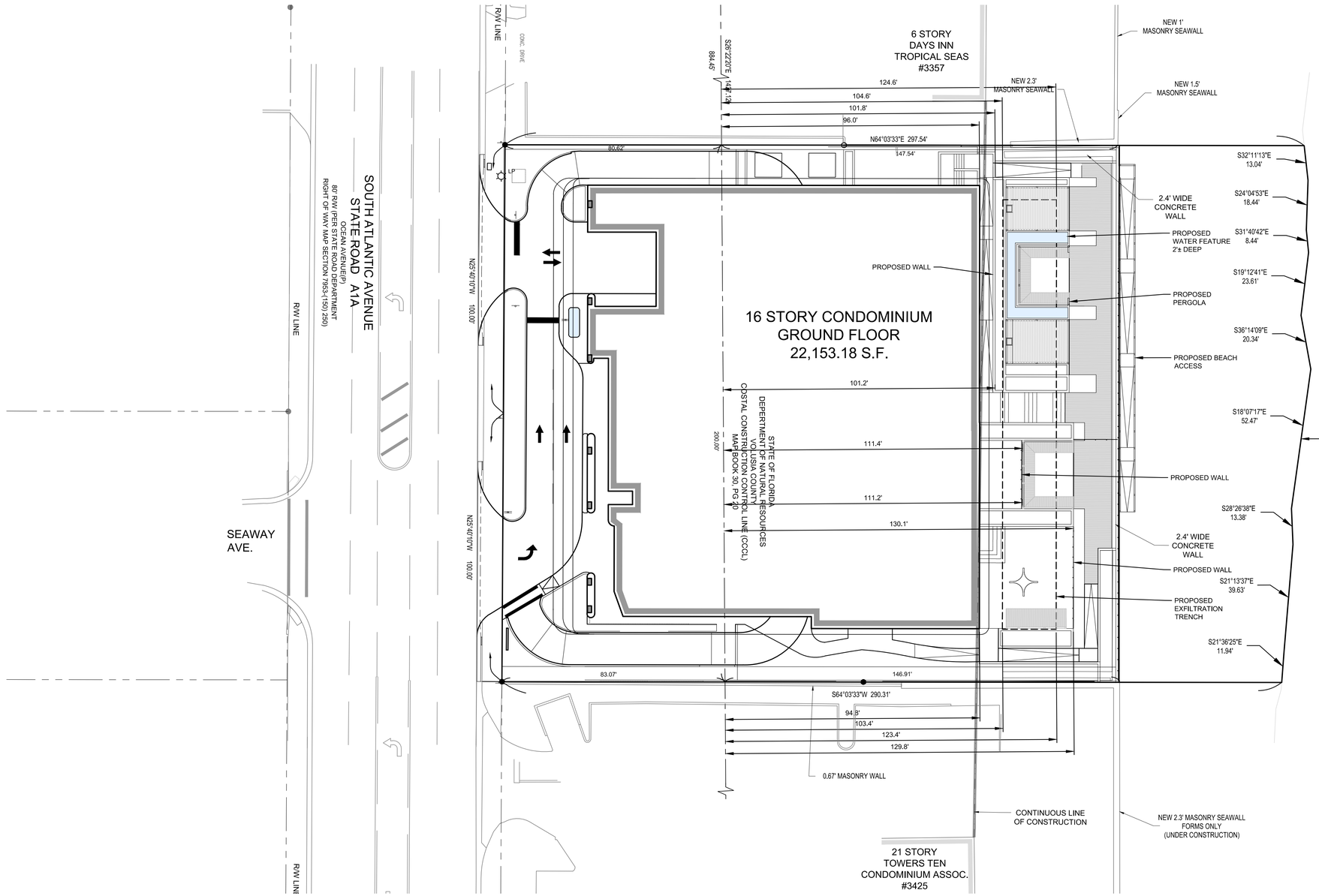
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C7 OF 18



NO.	DATE	APPR.	REVISION
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THE PERFORMANCE GROUP
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CCCL DIMENSION PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:23:47

JOSEPH H. HOPKINS — FLORIDA LICENSE — No. 48059 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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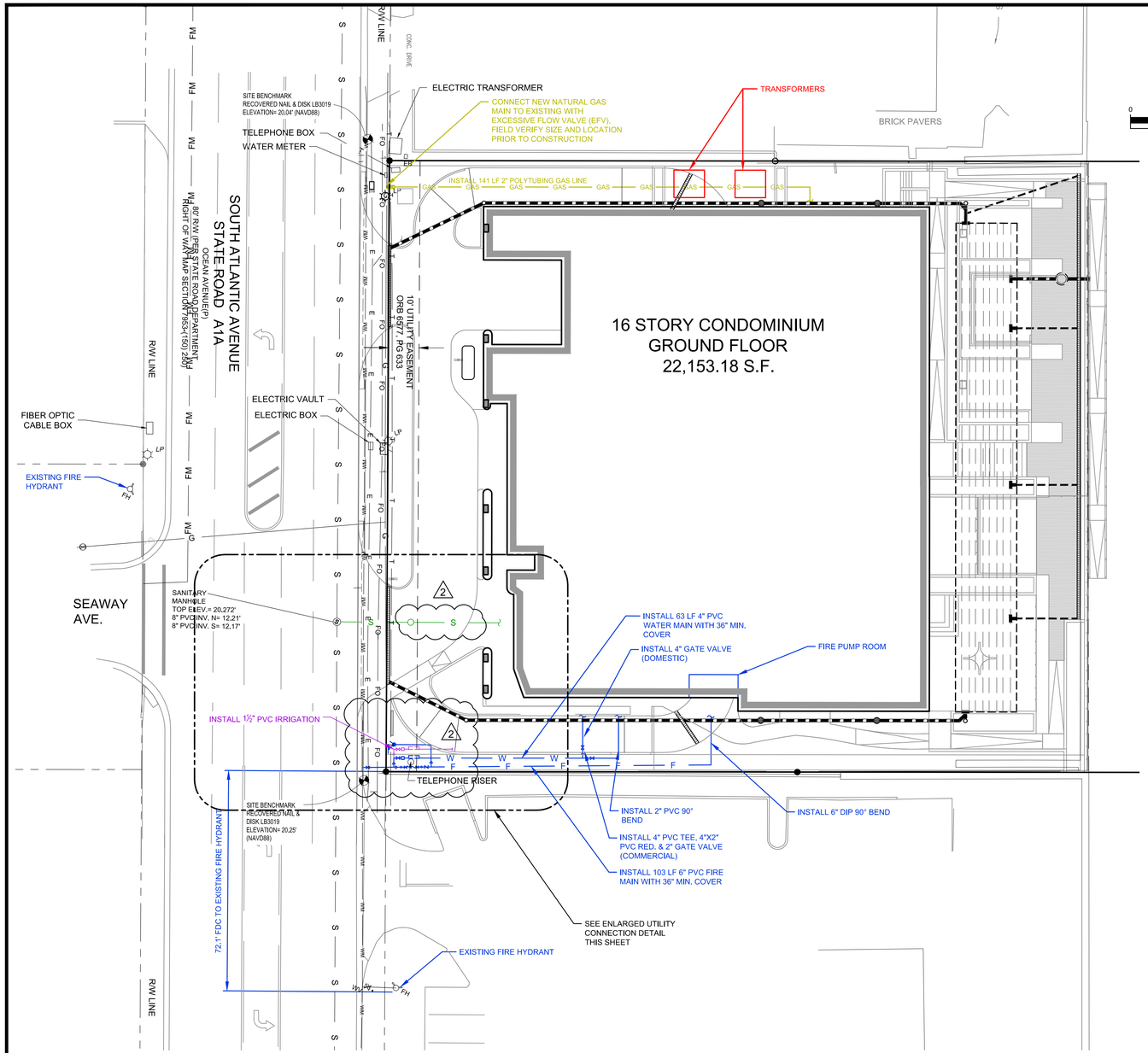
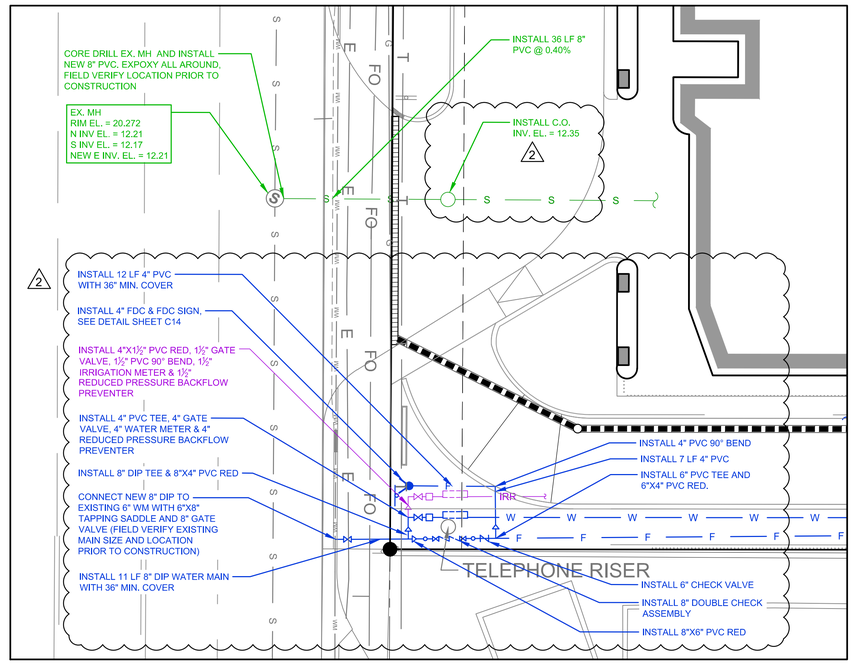
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C8 OF 18	





ENLARGED UTILITY CONNECTION PLAN

SCALE: 1"=10'

LEGEND:

12.00 X	EXISTING GRADE
12.00	PROPOSED GRADE
10	EXISTING CONTOUR - MAJOR
9	EXISTING CONTOUR - MINOR
	PROPOSED STORM SEWER
	PROPOSED STORMWATER RUNOFF
	PROPOSED CONTROL STRUCTURE
GAS	PROPOSED GAS LINE
G	EXISTING GAS LINE
S	PROPOSED SANITARY SEWER
S	EXISTING SANITARY SEWER
FM	EXISTING FORCE MAIN
W	PROPOSED POTABLE WATERMAIN
W	EXISTING POTABLE WATERMAIN
F	PROPOSED FIRE MAIN
T	EXISTING TELEPHONE LINE
IRR	PROPOSED IRRIGATION LINE
	EXISTING FIRE HYDRANT

NO.	DATE	APPR.	REVISION
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THE PERFORMANCE GROUP
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PHONE: (386)239-7165 FAX: (386)239-7120

UTILITY PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:24:05

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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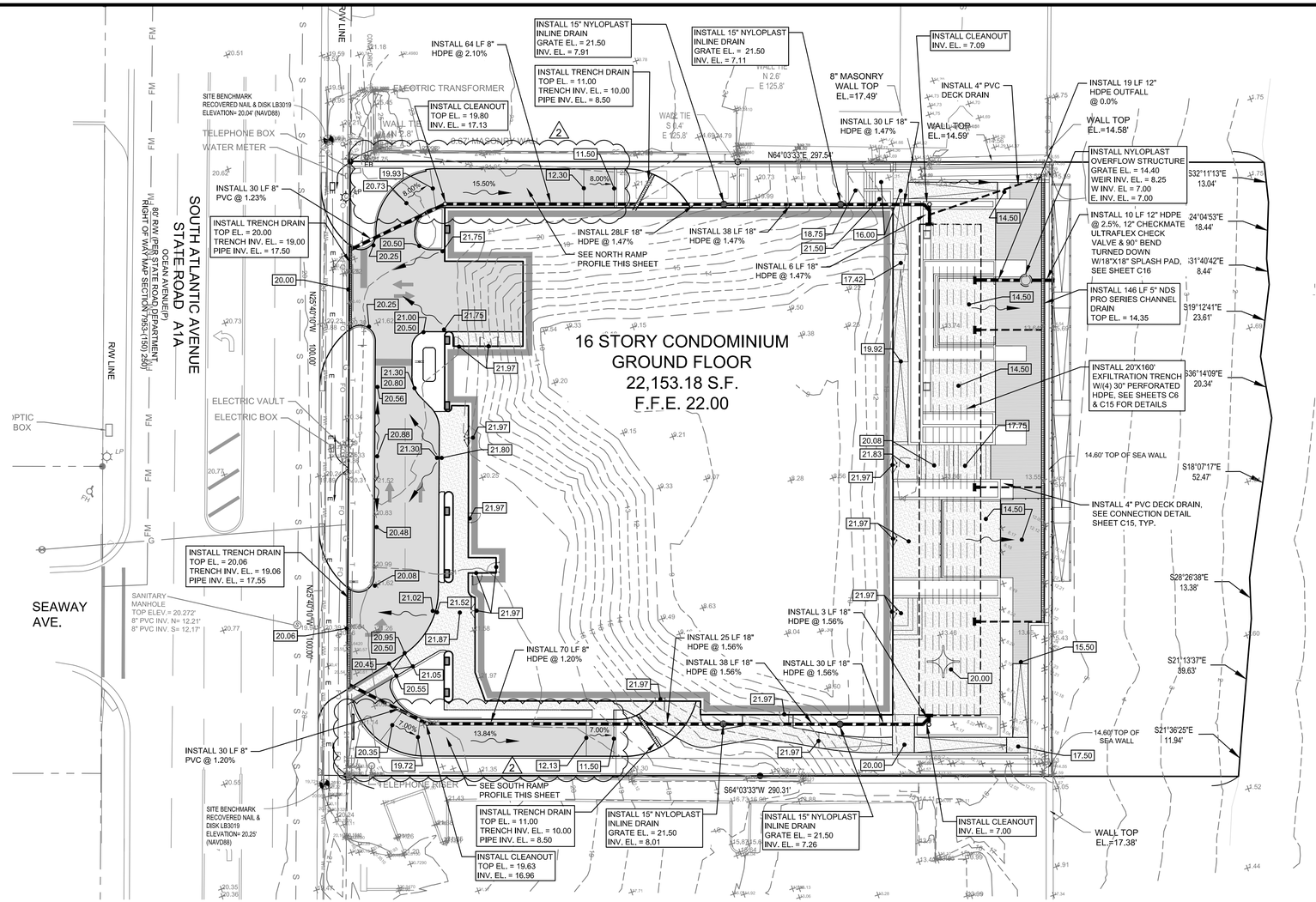
SCALE:	AS NOTED
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C9 OF 18	

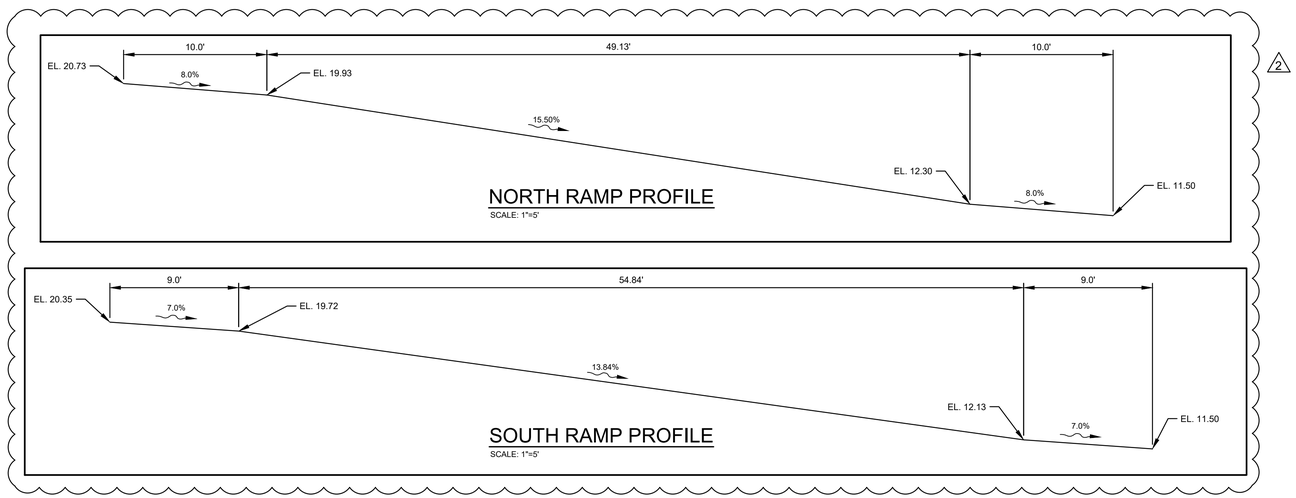


LEGEND:

- EXISTING GRADE (12.00 x)
- PROPOSED GRADE (12.00)
- EXISTING CONTOUR - MAJOR (10)
- EXISTING CONTOUR - MINOR (9)
- PROPOSED STORM SEWER
- PROPOSED STORMWATER RUNOFF
- PROPOSED CONTROL STRUCTURE
- PROPOSED INLET
- EXISTING GAS LINE (G)
- EXISTING SANITARY SEWER (S)
- EXISTING FORCE MAIN (FM)
- EXISTING POTABLE WATERMAIN (W)
- EXISTING TELEPHONE LINE (T)
- EXISTING FIRE HYDRANT

STORMWATER SYSTEM:

1. THE STORMWATER SYSTEM IS PRIVATELY OWNED AND OPERATED. IT WILL BE MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS FOR STORMWATER SYSTEMS.
2. ROOF DRAINAGE SYSTEM SHALL BE DIRECTED TO THE EXFILTRATION STORMWATER SYSTEM.
3. SEE STORMWATER DETAILS ON SHEET C15.
4. SEE ARCHITECTURAL PLANS FOR ROOF DRAIN DOWNSPOUT LOCATIONS TO BE TIED INTO DRAINAGE MANIFOLD. (2)



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THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
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100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

PAVING, GRADING & DRAINAGE PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:24:23

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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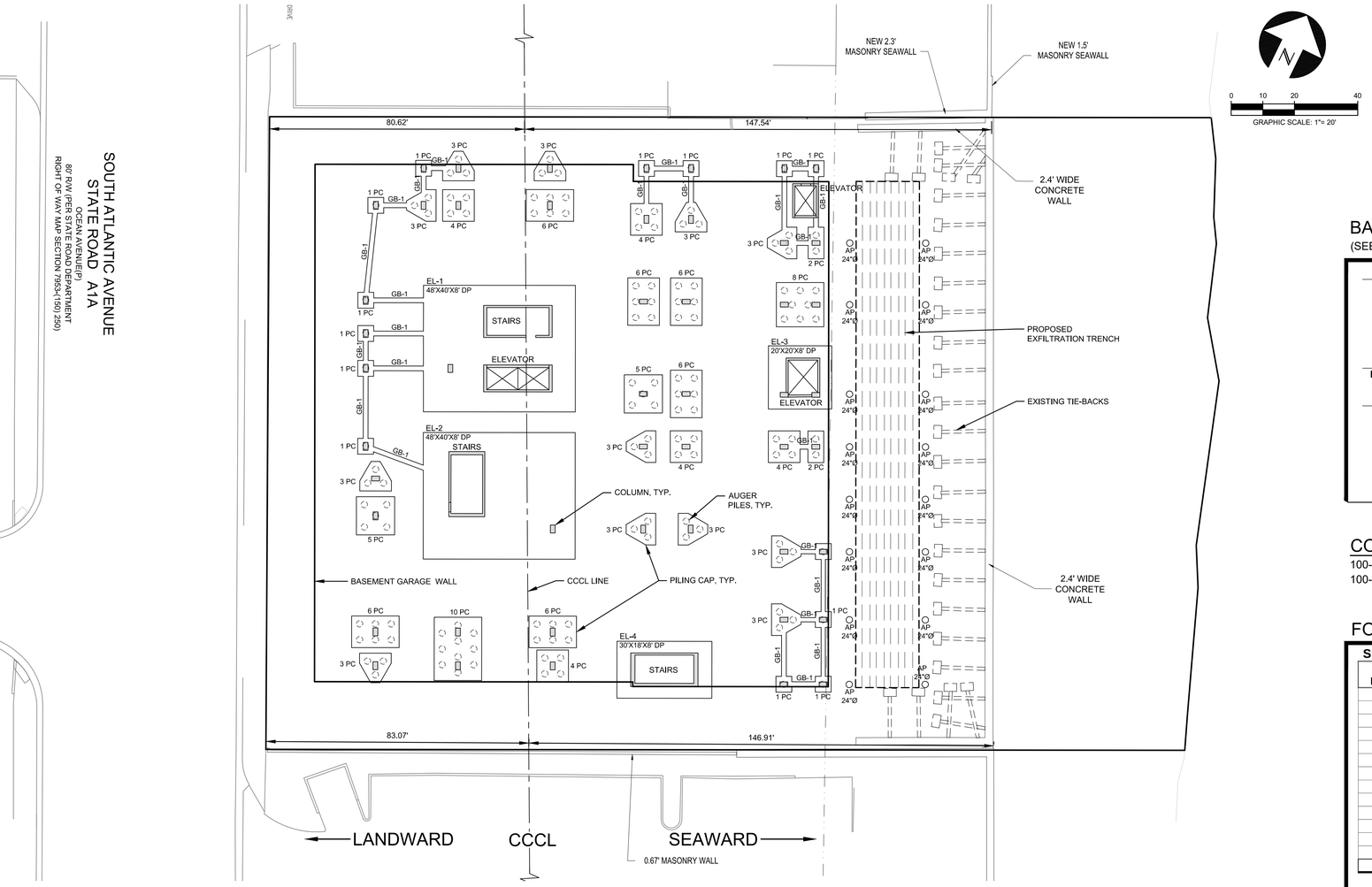
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C10 OF	18



BASIS OF DESIGN CONTROL ELEVATIONS

(SEE 100-YEAR STORM IMPACT ANALYSIS BY MOFFATT AND NICHOL 8/28/25)

100-Year Storm Parameters Comparison

		100-Year Storm Elevation (wave crest) [ft NGVD]	100-Year Storm Elevation (wave crest) [ft NAVD]	100-Year Storm Design Grade Elevation [ft NGVD]	100-Year Storm Design Grade Elevation [ft NAVD]
FDEP Published Data		14.7	13.5	3.6	2.4
Site-Specific Analysis	Transect 1 Seaward Columns	13.5	12.3	5.4	4.2
	Transect 1 Basement Seaward Wall	13.0	11.8	6.3	5.1

CONTROL ELEVATIONS:

100-YEAR WAVE CREST: EL. 12.3 NAVD
100-YEAR ERSOSION PROFILE: EL. 5.1 NAVD

FOUNDATION VOLUME (CUT):

SEAWARD

PILE CAP	CAP VOLUME (cf)	NUMBER OF PILES	PILE LENGTH (ft.)	PILE VOLUME (cf)	QUANTITY OF CAPS	TOTAL VOLUME (cf)
AP	0	1	102	320	14	4484
1PC	125	1	88.1	277	14	5623
2PC	250	2	88.1	553	3	2410
3PC	500	3	86.1	811	11	14422
4PC	667	4	86.4	1085	4	7009
5PC	1080	5	85.6	1344	2	4848
6PC	1200	6	85.1	1603	6	16820
8PC	1190	8	87.4	2195	1	3385
10PC	2400	10	85.1	2672	1	5072
EL-1	4800				1	4800
EL-2	4800				1	4800
EL-3	3200				1	3200
EL-4	4320				1	4320
GB-1	6				135	810
				TOTAL VOLUME OF FOUNDATION (CF)		82002
				CUBIC YARDS		3037

LANDWARD

PILE CAP	CAP VOLUME (cf)	NUMBER OF PILES	PILE LENGTH (ft.)	PILE VOLUME (cf)	QUANTITY OF CAPS	TOTAL VOLUME (cf)
AP	0	1	102	320		
1PC	125	1	88.1	277	6	2410
2PC	250	2	88.1	553	1	803
3PC	500	3	86.1	811	3	3933
4PC	667	4	86.4	1085		
5PC	1080	5	85.6	1344	1	2424
6PC	1200	6	85.1	1603	1	2803
8PC	1190	8	87.4	2195		
10PC	2400	10	85.1	2672	1	5072
EL-1	10560				1	10560
EL-2	10560				1	10560
EL-3						
EL-4						
GB-1	6				125	750
				TOTAL VOLUME OF FOUNDATION (CF)		39316
				CUBIC YARDS		1456

Joseph H Hopkins
2026-04-30 16:24:45

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PHONE: (386)239-7165 FAX: (386)239-7120

FOUNDATION PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H. Hopkins License No. 48059 State of Florida Professional Engineer

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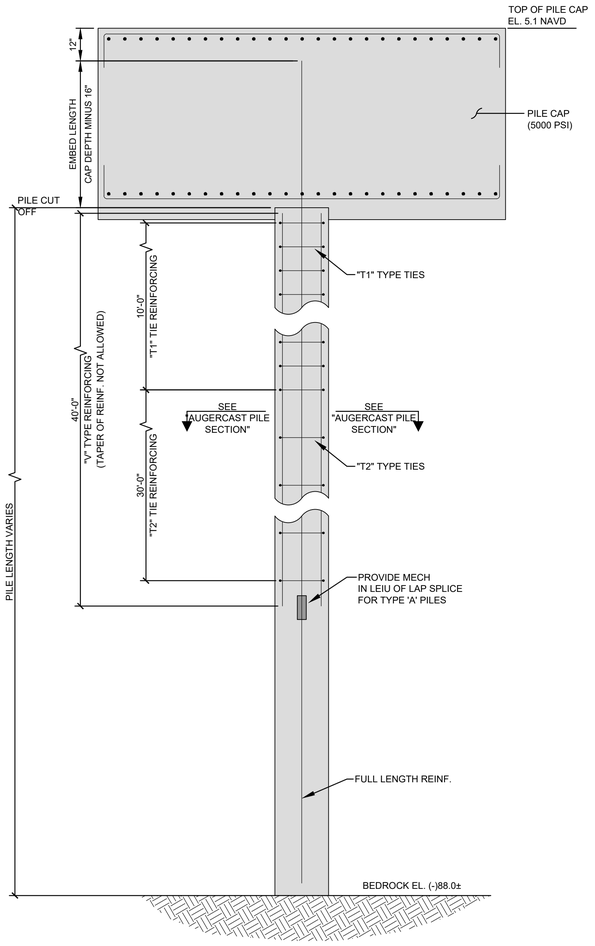
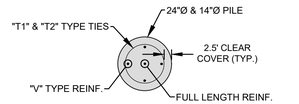
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C11 OF 18	



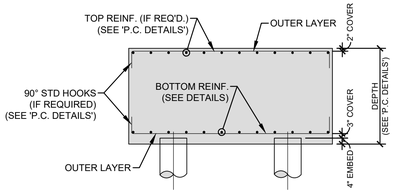
TYPICAL AUGERCAST PILE ELEVATION

SCALE: ½"=1'-0"



AUGERCAST PILE SECTION

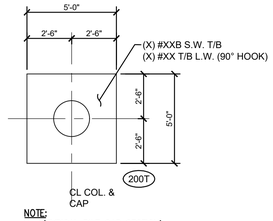
SCALE: ½"=1'-0"



(f'c = 5,000 psi)

TYPICAL PILE CAP SECTION

SCALE: ¼"=1'-0" (COLUMN & SHEARWALL PILE CAPS)

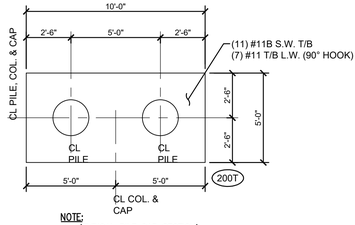


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 60")

'1PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±88.1'

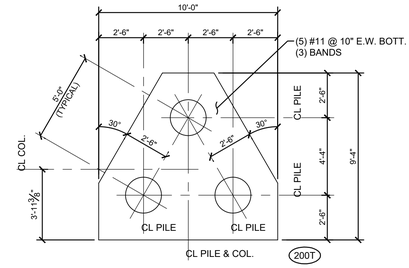


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 60")

'2PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±88.1'

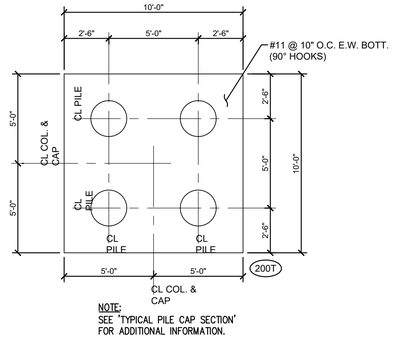


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 84")

'3PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ± 86.1'

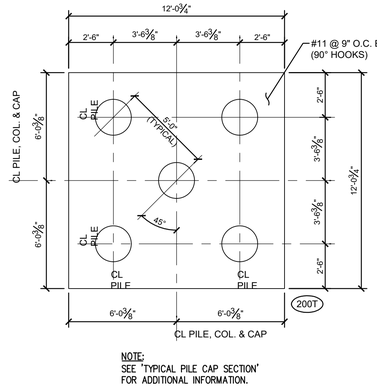


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 80")

'4PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±86.4'

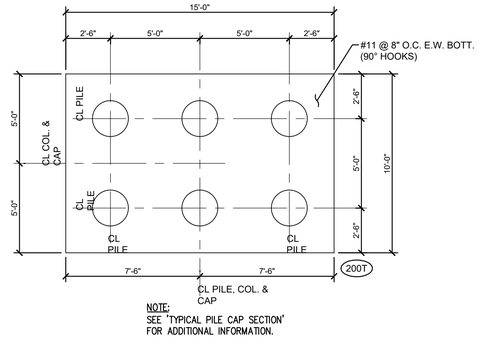


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 90")

'5PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±85.6'

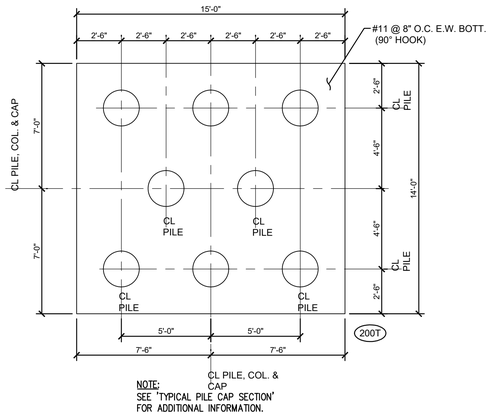


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 96")

'6PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ± 85.1'

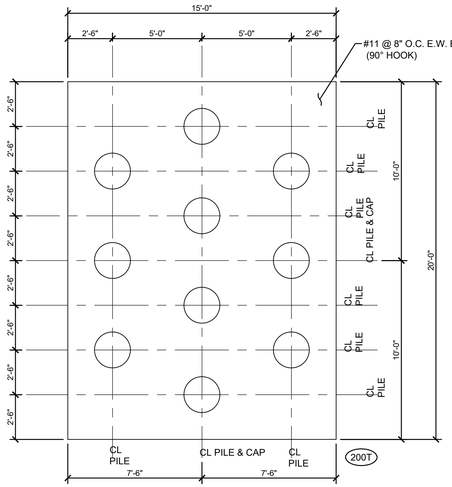


NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 68")

'8PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±87.4'



NOTE:
SEE 'TYPICAL PILE CAP SECTION'
FOR ADDITIONAL INFORMATION.

(DEPTH = 96")

'10PC' PILE CAP DETAIL

SCALE: ¼"=1'-0" 24"Ø AUGERCAST PILE LENGTH ±85.1'

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3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
2	3/6/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-1165 FAX: (386)239-7120

FOUNDATION DETAILS

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:25:04

JOSEPH H. HOPKINS, P.E. LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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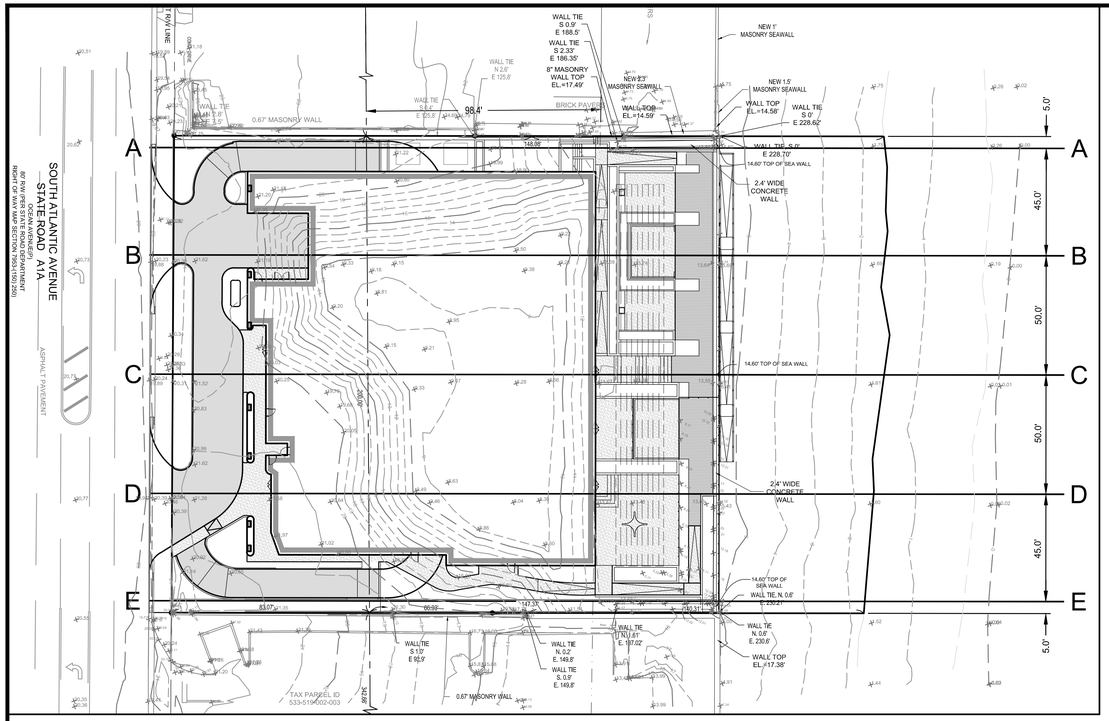
SCALE:	AS SHOWN
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C12 OF	18



0 15 30 60

GRAPHIC SCALE: 1"=30'

LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- CONTROL ELEVATION 100 YR WAVE CREST EL. 12.3 NAVD
- CONTROL ELEVATION 100 YR EROSION PROFILE EL. 5.1 NAVD
- PROPOSED FILL
- PROPOSED CUT

CUT AND FILL SUMMARY:

SEAWARD

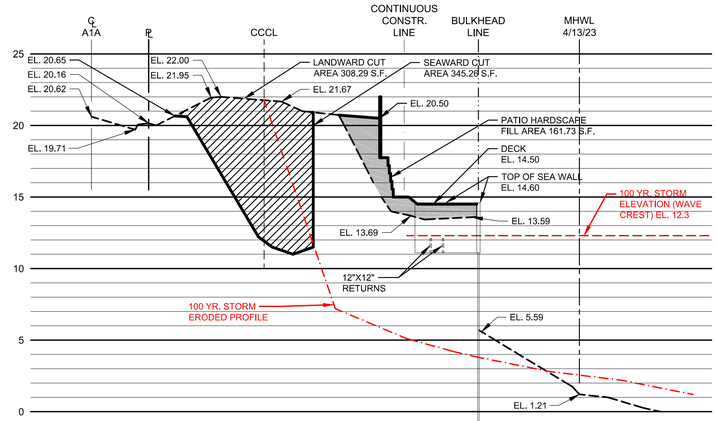
EARTHWORK	**1,846 CY FILL**
FOUNDATIONS	**3,037 CY CUT**
NET SEAWARD	**1,191 CY CUT**

LANDWARD

EARTHWORK	**2,949 CY CUT**
FOUNDATIONS	**1,456 CY CUT**
NET LANDWARD	**4,405 CY CUT**

NOTE: (2)

REMOVAL OS EXCESS BEACH SAND SHALL COMPLY WITH SECTION 11-23 OF THE CITY'S LDC AND THE FDEP PERMIT FOR DUNE RESTORATION.



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	308.29 S.F.	345.26 S.F.
FILL	0.00 S.F.	161.73 S.F.

CROSS SECTION A

SCALE: 1"=50' HORZ. 1"=5' VERT.

EARTHWORK - CUT AND FILL SUMMARY (AVERAGE AREA END METHOD)

SECTION	CUT – LANDWARD (SF)	CUT – SEAWARD (SF)	FILL – LANDWARD (SF)	FILL – SEAWARD (SF)
A	**308.3**	**345.3**	**0.0**	**161.7**
B	**322.6**	**60.2**	**10.5**	**230.0**
C	**505.2**	**63.6**	**0.0**	**335.1**
D	**653.7**	**93.2**	**0.0**	**503.0**
E	**69.7**	**8.8**	**0.0**	**581.1**
AVERAGE AREA				
A-B	**315.4**	**202.7**	**5.3**	**195.9**
B-C	**413.9**	**61.9**	**5.3**	**282.5**
C-D	**579.4**	**78.4**	**0.0**	**419.1**
D-E	**361.7**	**51.0**	**0.0**	**542.1**

EARTHWORK - VOLUME SUMMARY

SEAWARD

SECTION	LENGTH (FT.)	CUT – SEAWARD AVERAGE (SF)	FILL – SEAWARD AVERAGE (SF)	NET VOLUME (CF)	
A-B	**45**	**202.7**	**195.9**	**306**	**CUT**
B-C	**50**	**61.9**	**282.5**	**11030**	**FILL**
C-D	**50**	**78.4**	**419.1**	**17035**	**FILL**
D-E	**45**	**51.0**	**542.1**	**22099**	**FILL**
			NET VOLUME	**49858 (1846 CY)**	**FILL**

LANDWARD

SECTION	LENGTH (FT.)	CUT – LANDWARD AVERAGE (SF)	FILL – LANDWARD AVERAGE (SF)	NET VOLUME (CF)	
A-B	**45**	**315.4**	**5.3**	**13954**	**CUT**
B-C	**50**	**413.9**	**5.3**	**20430**	**CUT**
C-D	**50**	**579.4**	**0.0**	**28970**	**CUT**
D-E	**45**	**361.7**	**0.0**	**16276**	**CUT**
			NET VOLUME	**79630 (2949 CY)**	**CUT**

EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	322.58 S.F.	60.23 S.F.
FILL	10.53 S.F.	229.97 S.F.

CROSS SECTION B

SCALE: 1"=50' HORZ. 1"=5' VERT.

EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	505.20 S.F.	63.62 S.F.
FILL	0.00 S.F.	335.08 S.F.

CROSS SECTION C

SCALE: 1"=50' HORZ. 1"=5' VERT.

EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	653.69 S.F.	93.24 S.F.
FILL	0.00 S.F.	503.03 S.F.

CROSS SECTION D

SCALE: 1"=50' HORZ. 1"=5' VERT.

EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	69.68 S.F.	8.76 S.F.
FILL	0.00 S.F.	581.08 S.F.

CROSS SECTION E

SCALE: 1"=50' HORZ. 1"=5' VERT.

NO.	DATE	APPR.	REVISION
4	4/30/26	JHH	REVISED PER CITY RAI-3 COMMENTS DATED 4/23/26
3	3/10/26	JHH	REVISED PER FDEP SUBMITTAL COMMENTS
2	3/9/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/1/25

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED IN FL, NC, SC, GA, NY, CT, MD, VA, TN, & TX
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

CROSS SECTIONS

3411 S. ATLANTIC AVE., A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:25:23

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SCALE:	AS NOTED
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
	973-SITE PLAN 7
SHEET	C13 OF 18

EXISTING TRANSFORMER
RELOCATE EXISTING SPEED LIMIT SIGN
REMOVE EXISTING PALM TREES, TYP.
10' UTILITY EASEMENT ORB 6577, PG 633
EXISTING STREET LIGHT & ELECTRICAL BOXES TO REMAIN
RELOCATE EXISTING BUS STOP & TURN LANE SIGNS
REMOVE EXISTING PALM TREE
ONGA DRIVE
EB
PM12
PM13
PM14
LP
FH
EXISTING TELEPHONE BOX
EXISTING WATER METER
RELOCATE EXISTING DECORATIVE LIGHT POLE & ELECTRICAL BOX
N25°40'10"W 100.00'
N25°40'10"W 100.00'
SAWCUT & REMOVE 54± LF FDOT TYPE "F" CURB
SAWCUT & REMOVE 69± LF CONCRETE SIDEWALK
EXISTING GAS MAIN
EXISTING SANITARY MANHOLE
RIM EL. = 20.272
8" PVC INV. N EL. = 12.21
8" PVC INV. S EL. = 12.17
SAWCUT & REMOVE 68± LF FDOT TYPE "F" CURB
SAWCUT & REMOVE 81± LF CONCRETE SIDEWALK
ELECTRIC BOX
SIGN SPEED LIMIT 35 MPH
SIGN BUS STOP
SIGN TURN LANE

NOTES:

1. CAUTION MUST BE TAKEN DURING CONSTRUCTION IN THE VICINITY OF CITY LIGHT POLES ON SR A1A. THE REMOVAL AND RELOCATION OF THE DECORATIVE STREET LIGHT SHALL BE PERFORMED BY CITY STAFF. CONTACT PUBLIC WORKS DEPUTY DIRECTOR TOM BROWN WITH QUESTIONS AND TO COORDINATE RELOCATION AT LEAST 48 HOURS IN ADVANCE, (386) 763-7578. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL REQUIRED SUPPLIES, SUCH AS WIRING AND A NEW LIGHT POLE BASE.
2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF DAYTONA BEACH SHORES PUBLIC WORKS AND VOTRAN FOR APPROVAL TO REMOVE AND RELOCATE VOTRAN BUS STOP BENCH AND TRASH CAN. CONTRACTOR SHALL POUR AN APPROPRIATE CONCRETE PAD IN THE NEWLY APPROVED LOCATION. (TOM BROWN, PUBLIC WORKS DIRECTOR 386-763-7578)
3. PRIOR TO TAPPING INTO THE CITY MANHOLE FOR SEWER CONNECTION, PROVIDE AT LEAST 48 HOUR NOTICE TO DEPUTY DIRECTOR OF PUBLIC WORKS TOM BROWN AT (386) 763-7578.

SOUTH ATLANTIC AVENUE
STATE ROAD A1A
OCEAN AVENUE(P)

RIGHT-OF-WAY DEMOLITION PLAN

NOTE: SEE SHEET C14 FOR FDOT INDEXES AND MAINTENANCE OF TRAFFIC DETAILS

GRAPHIC SCALE: 1"= 10'

PROPOSED 16 STORY CONDOMINIUM
80.62'
83.07'
RELOCATED DECORATIVE LIGHT POLE AND ELECTRICAL BOX
RELOCATED SPEED LIMIT SIGN
2' "D" CURB REVEAL, TYP.
10' UTILITY EASEMENT ORB 6577, PG 633
INSTALL DETECTABLE WARNINGS PER FDOT INDEX 522-002, TYP.
FDOT TYPE "D" CURB PER FDOT INDEX 520-001
RELOCATED BUS STOP BENCH & SIGN
MATCH EXISTING SIDEWALK GRADE
MATCH EXISTING "F" CURB GRADE AND FLOW LINE,TYP.
INSTALL 54± LF FDOT DROP CURB PER FDOT INDEX 520-001 MARCHING EXISTING GRADES & FLOWLINE
3' STRAIGHT REVEAL FOR FDOT TYPE "F" CURB PER FDOT INDEX 520-001, TYP.
INSTALL 69± LF 6" CONCRETE SIDEWALK PER FDOT INDEX 522-001
EXISTING SANITARY MANHOLE
RIM EL. = 20.272
8" PVC INV, N EL. = 12.21
8" PVC INV. S EL. = 12.17
NEW E INV. EL. = 12.21
(CORE DRILL MH, INSERT NEW 8" PVC & EPOXY ALL AROUND)
INSTALL 68± LF FDOT DROP CURB PER FDOT INDEX 520-001 MATCHING EXISTING GRADES & FLOWLINE
INSTALL 81± LF 6" CONCRETE SIDEWALK PER FDOT INDEX 522-001
MONUMENT SIGN SEE DETAIL SHEET C7
RELOCATED TURN LANE SIGN
MATCH EXISTING SIDEWALK GRADE

SOUTH ATLANTIC AVENUE
STATE ROAD A1A
(POSTED SPEED LIMIT 35 MPH)

RIGHT-OF-WAY PAVING & DRAINAGE PLAN

Joseph H Hopkins
2026-04-30 16:25:48

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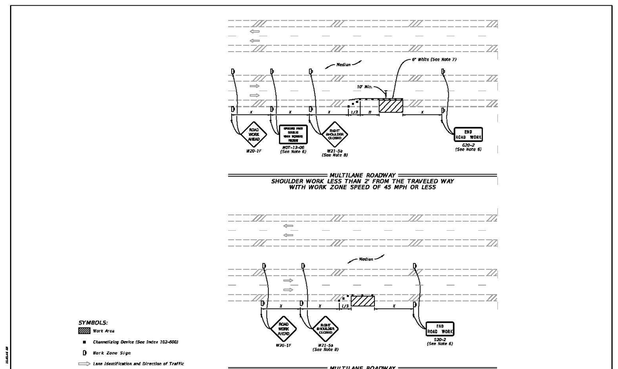
NO.	DATE	APPR.	REVISION
4	4/30/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/23/26
4	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
3	3/9/26	JHH	REVISED PER CITY COMMENTS DATED 1/9/26
2	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25
1			

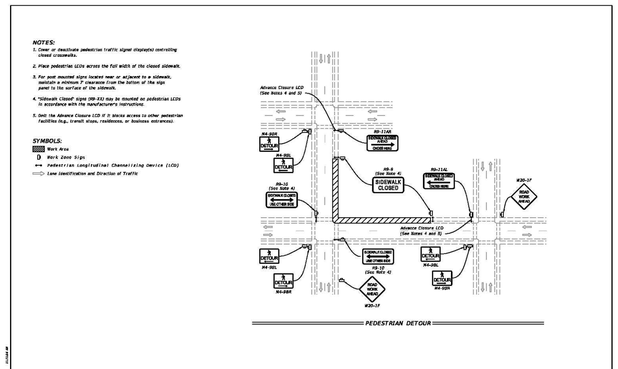
THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

RIGHT-OF-WAY PAVING & DRAINAGE PLAN
3411 S. ATLANTIC AVE, A CONDOMINIUM
NOT RELEASED FOR CONSTRUCTION

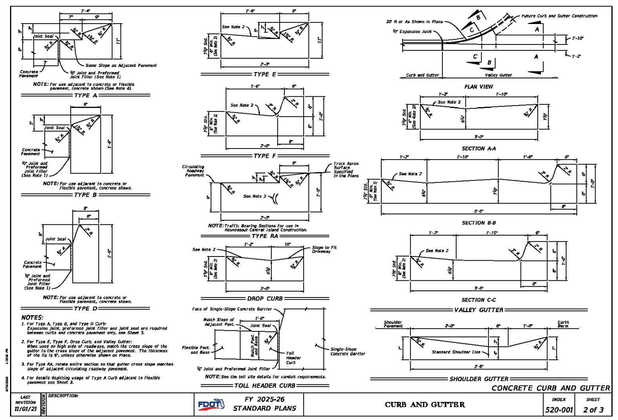
SCALE:	1"=10'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/9/25
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C14 OF 18



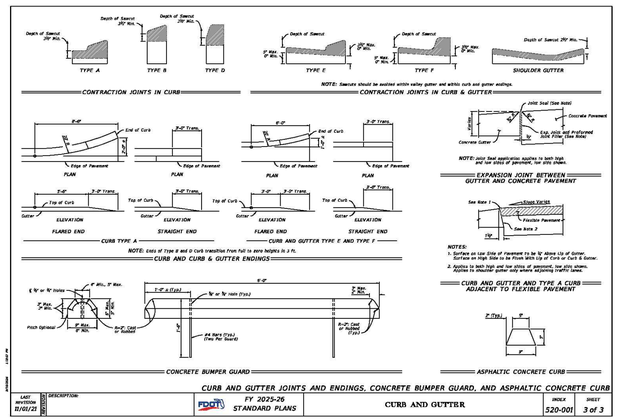
LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20		FDOT		102-602	2 of 2



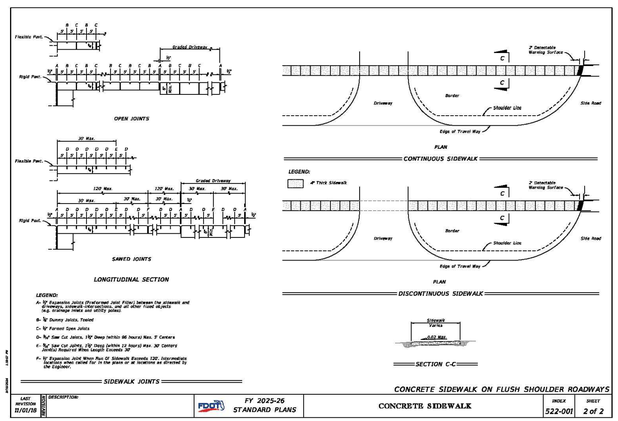
LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20		FDOT		102-660	1 of 2



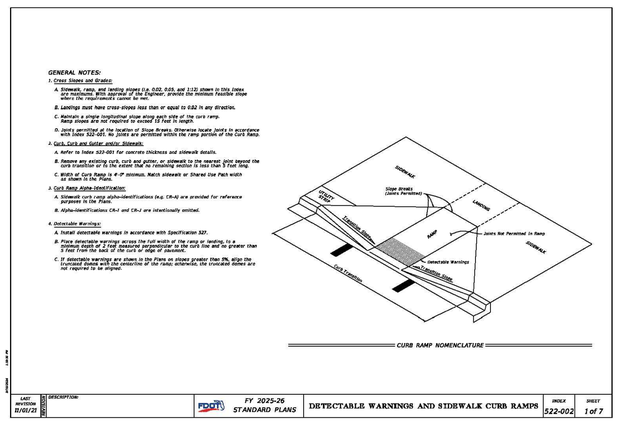
LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21		FDOT		520-001	2 of 3



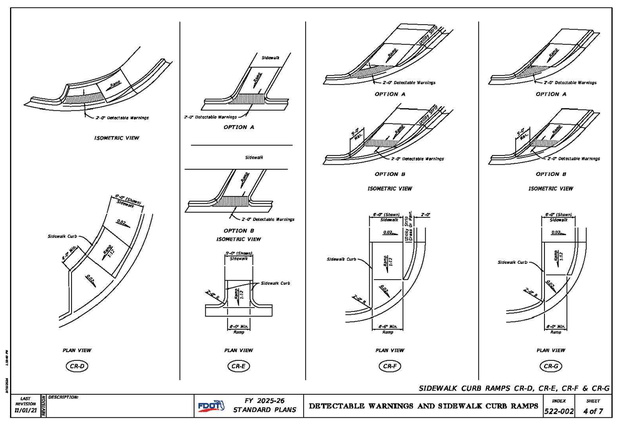
LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21		FDOT		520-001	3 of 3



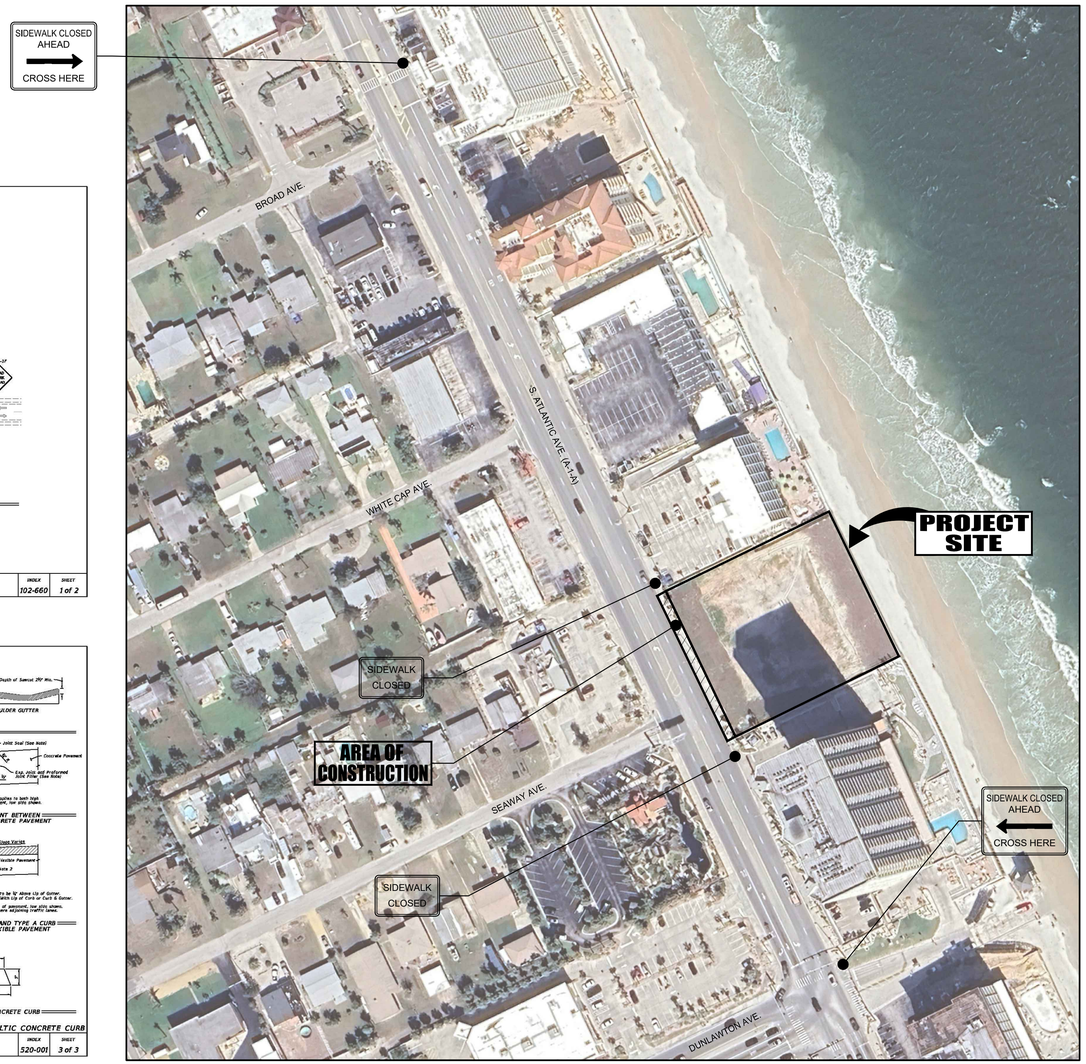
LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18		FDOT		522-001	2 of 2



LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
01/01/23		FDOT		522-002	1 of 7



LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
01/01/23		FDOT		522-002	4 of 7



NO.	DATE	APPR.	REVISION
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THE PERFORMANCE GROUP
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JOSEPH H HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

MAINTENANCE OF TRAFFIC PLAN

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:26:10

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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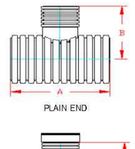
SCALE:	AS SHOWN
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C15 OF	18

DUAL WALL FABRICATED REDUCING TEES
30"×4" - 30"×10" DIAMETER

PART #	PIPE SIZE	A	B	JOINT
3060AN	30 x 4 in (750 x 100 mm)	41.2 in (1046 mm)	23.8 in (604 mm)	*
3060AN65B	30 x 4 in (750 x 100 mm)	24.7 in (627 mm)	22.5 in (571 mm)	WT
3061AN	30 x 6 in (750 x 150 mm)	41.2 in (1046 mm)	25.0 in (636 mm)	*
3061AN65B	30 x 6 in (750 x 150 mm)	24.7 in (628 mm)	23.5 in (596 mm)	WT
3062AN	30 x 8 in (750 x 200 mm)	45.3 in (1151 mm)	27.1 in (688 mm)	*
3062AN65B	30 x 8 in (750 x 200 mm)	28.8 in (733 mm)	25.2 in (639 mm)	WT
3063AN	30 x 10 in (750 x 250 mm)	45.3 in (1151 mm)	27.6 in (700 mm)	*
3063AN65B	30 x 10 in (750 x 250 mm)	28.8 in (733 mm)	25.0 in (636 mm)	WT



* = PLAIN END
ST = SOIL TIGHT
WT = WATER TIGHT

NOTE: ALL FITTINGS DIMENSIONS ARE FOR REFERENCE ONLY

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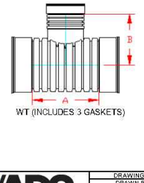
ADS Advanced Drainage Systems, Inc.

DRAWING #	2425	
DRAWN BY	NJP	09.07.06
APPROVED BY	JCB	06.26.07
REVISIONS	NJP	06.14.07

DUAL WALL FABRICATED REDUCING TEES
30"×12" - 30"×24" DIAMETER

PART #	PIPE SIZE	A	B	JOINT
3064AN	30 x 12 in (750 x 300 mm)	49.4 in (1256 mm)	26.8 in (679 mm)	*
3064AN65B	30 x 12 in (750 x 300 mm)	33.9 in (837 mm)	22.9 in (582 mm)	WT
3065AN	30 x 15 in (750 x 375 mm)	53.6 in (1360 mm)	30.2 in (767 mm)	*
3065AN65B	30 x 15 in (750 x 375 mm)	37.1 in (942 mm)	25.9 in (636 mm)	WT
3066AN	30 x 18 in (750 x 450 mm)	57.7 in (1465 mm)	30.2 in (767 mm)	*
3066AN65B	30 x 18 in (750 x 450 mm)	41.2 in (1046 mm)	24.8 in (631 mm)	WT
3067AN	30 x 24 in (750 x 600 mm)	61.8 in (1570 mm)	33.1 in (841 mm)	*
3067AN65B	30 x 24 in (750 x 600 mm)	45.3 in (1151 mm)	26.8 in (681 mm)	WT



* = PLAIN END
ST = SOIL TIGHT
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NOTE: ALL FITTINGS DIMENSIONS ARE FOR REFERENCE ONLY

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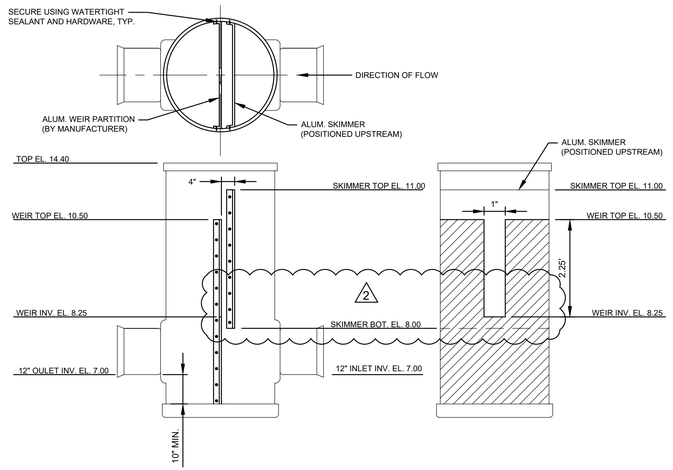
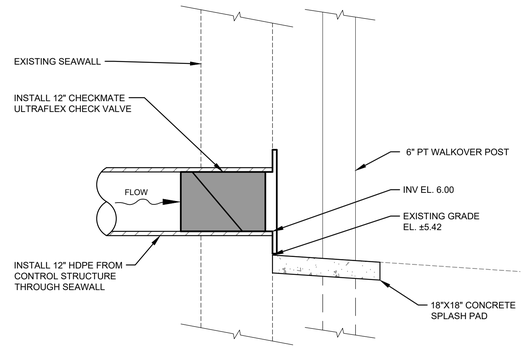
ADS Advanced Drainage Systems, Inc.

DRAWING #	2425A	
DRAWN BY	NJP	09.07.06
APPROVED BY	JCB	06.26.07
REVISIONS	NJP	06.14.07

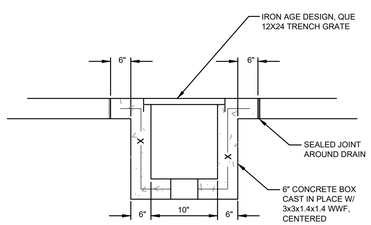
DECK DRAIN AND PERIMETER DRAIN TRENCH FITTINGS



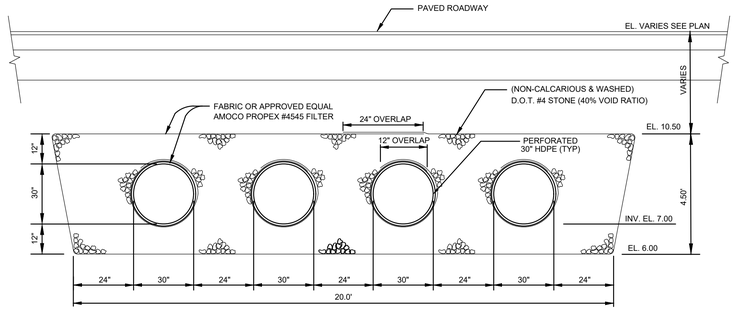
24" OUTFALL CONTROL STRUCTURE
SCALE: NONE



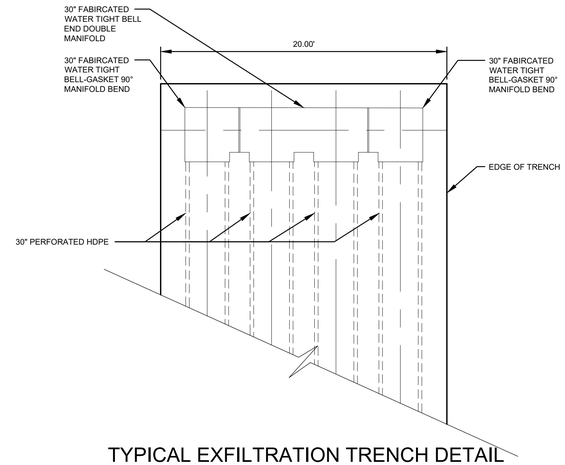
CONTROL STRUCTURE OUTFALL DETAIL
SCALE: 1"=1'



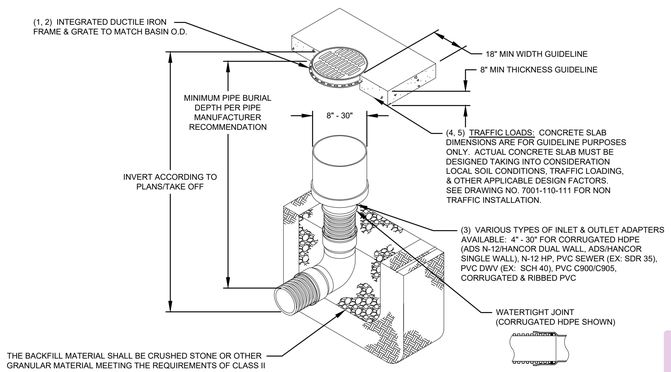
TRENCH DRAIN DETAIL



EXFILTRATION TRENCH DETAIL
NOT TO SCALE



TYPICAL EXFILTRATION TRENCH DETAIL
SCALE: 1"=5'



NOTES:

1 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 8" & 10" STANDARD GRATES FIT DIRECTLY ONTO INLINE DRAINS SEE DRAWING NO. 7003-110-000 & 7003-110-001.
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
4 - 12" - 30" STANDARD GRATES SHALL MEET H-20 LOAD RATING.
5 - 8" & 10" STANDARD GRATES ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY; NO CONCRETE COLLAR NEEDED FOR LIGHT DUTY RATING.

NYLOPLAST INLINE DRAIN WITH STANDARD GRATE

REVISION	DATE	APPR.	NO.
REVISED PER CITY RAI-3 COMMENTS DATED 4/23/26	4/23/26	JHH	4
REVISED PER PDEP SUBMITTAL COMMENTS	3/10/26	JHH	3
REVISED PER CITY COMMENTS DATED 1/9/26	3/6/26	JHH	2
REVISED PER CITY COMMENTS DATED 12/11/25	12/22/25	JHH	1

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT
JOSEPH H HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7165 FAX: (386)239-7120

CONSTRUCTION DETAILS

3411 S. ATLANTIC AVE, A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

Joseph H Hopkins
2026-04-30 16:26:31

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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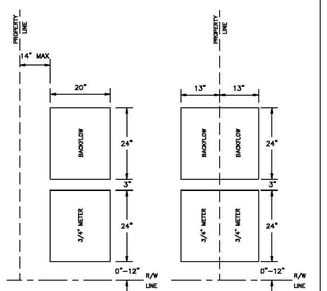
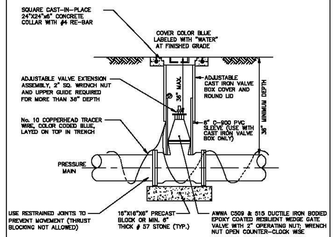
SCALE:	AS SHOWN
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	
973	
973-SITE PLAN 7	
SHEET C16 OF	18



STANDARD CONSTRUCTION DETAIL
POTABLE WATER METER BOX LAYOUT
REV. 12/18

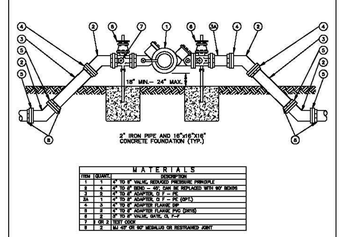
FILE NAME:	W4.DWG
DETAIL REF:	W-4



NOTE:
1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPOW RUBBER.
3. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
4"-16" VALVE SIZE POTABLE WATER VALVE BOX
REV. 12/18

FILE NAME:	W8.DWG
DETAIL REF:	W-8

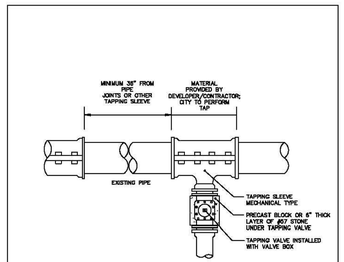


ITEM	QUANT.	DESCRIPTION
1	1	14" DIA 8" VALVE, REDUCED PRESSURE PRINCIPLE
2	4	14" DIA 8" BEND - 45° (MAY BE REPLACED WITH 90° BENDS
3	1	14" DIA 8" ADAPTER FLANGE SPG
4	1	14" DIA 8" ADAPTER FLANGE PVC SPG
5	3	14" DIA 8" ADAPTER FLANGE PVC SPG
6	1	14" DIA 8" ADAPTER FLANGE PVC SPG
7	1	8" DIA 8" VALVE, GATE, CL 2-F
8	2	8" DIA 8" MJ CAP
9	1	8" DIA 8" MJ 90° MEGALUG OR RESTRAINED JOINT

NOTES:
1. FIELD ADJUST AND CUT ITEM 3 TO THE PROPER LENGTH.
2. DO NOT INTERCHANGE ITEMS 4 AND 5.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR ADDITIONAL INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE MANUAL OF CROSS-CONNECTION CONTROL.
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.

STANDARD CONSTRUCTION DETAIL
4"-8" BACKFLOW PREVENTER REDUCED PRESSURE
REV. 12/18

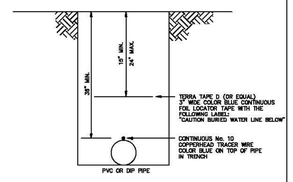
FILE NAME:	W13.DWG
DETAIL REF:	W-13



NOTES:
1. TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER/CONTRACTOR.
2. EXCAVATIONS FOR TAPPING WORK TO BE SAFE, SECURE AND DRY, WITH 6" THICK (MIN.) LAYER OF #57 STONE AT BOTTOM.
3. CITY ALLOWS ONLY 1", 2", 4", 6", 8", 10" AND 12" TAPS.
4. REQUIRED RESTRAINED JOINTS TO BE INSTALLED – THRUST BLOCKS ARE NOT PERMITTED.
5. EPOXY COATED STEEL, STAINLESS STEEL SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
6. ALL VALVES 3" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ALLOWED ON BLOW-OFFS ONLY.

STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
REV. 12/18

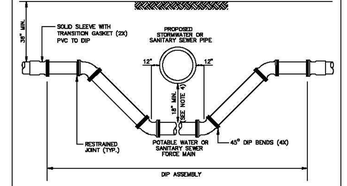
FILE NAME:	W15.DWG
DETAIL REF:	W-15



NOTE:
1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER-PROOF WIRE NUT CAP OR WITH SIMILAR WATER-PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER LOCATOR TAPE / TRACER WIRE INSTALLATION
REV. 12/18

FILE NAME:	W21.DWG
DETAIL REF:	W-21



NOTES:
1. LOWERING OF EXISTING POTABLE WATER OR SANITARY SEWER FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF FIELD CONDITIONS PERMIT.
2. LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
3. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.
4. CONCRETE ENCASEMENT OF SANITARY SEWER MAINS IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT. USE OF ENCASEMENT MUST BE APPROVED BY THE CITY.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER OR SANITARY SEWER FORCE MAIN DEFLECTION
REV. 12/18

FILE NAME:	W23.DWG
DETAIL REF:	W-23

ITEM	QUANT.	DESCRIPTION
1	1	VALVE BOX, COLOR BLUE
2	1	1" CORP. STOP
3	1	1" COPPER
4	1	1"x3/4" 90 ELBOW
5	1	3/4" 90 PIPE
6	3	3/4 MOUNTING BRACKETS
7	1	3/4" GOOSENECK HOUSING, COLOR BLUE
8	1	3/4" BRASS BIB FAUCET
9	1	DOUBLE DOOR FRONT
10	1	3/4 SHARKBITE RIB END VALVE
11	1	ACCESS DOOR TOP, LOCKING

NOTES:
1. SAMPLING VALVE AND BIB SHALL HAVE A 1/2" MIP VALVE AND 7/16" UNTHREADED BIB. THE VALVE SHALL CONTROL THE FLOW OF WATER THRU THE 7/16" BIB, WITH 6 ROTATIONS OF THE HANDLE BEING FULLY OPEN.
2. SAMPLING STATION TO BE KUPFERLE @SSWC OR EQUAL.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER SAMPLING STATION
REV. 12/18

FILE NAME:	W27.DWG
DETAIL REF:	W-27

NOTE:
1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER SERVICE CLEANOUT
REV. 12/18

FILE NAME:	S12.DWG
DETAIL REF:	S-12

NOTE:
1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER-PROOF WIRE NUT CAP OR WITH SIMILAR WATER-PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LOCATOR TAPE/ TRACER WIRE INSTALLATION
REV. 12/18

FILE NAME:	S14.DWG
DETAIL REF:	S-14

FREE STANDING FIRE DEPARMENT CONNECTION DETAIL

N.T.S. GALV. PIPE TO BE TAR-COATED BELOW GRADE

NO.	DATE	APPR.	REVISION
4	4/20/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/23/26
3	3/1/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
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CONSTRUCTION DETAILS

3411 S. ATLANTIC AVE, A CONDOMINIUM

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Joseph H Hopkins
2026-04-30 16:26:55

JOSEPH H. HOPKINS LICENSE No. 48059 STATE OF FLORIDA PROFESSIONAL ENGINEER

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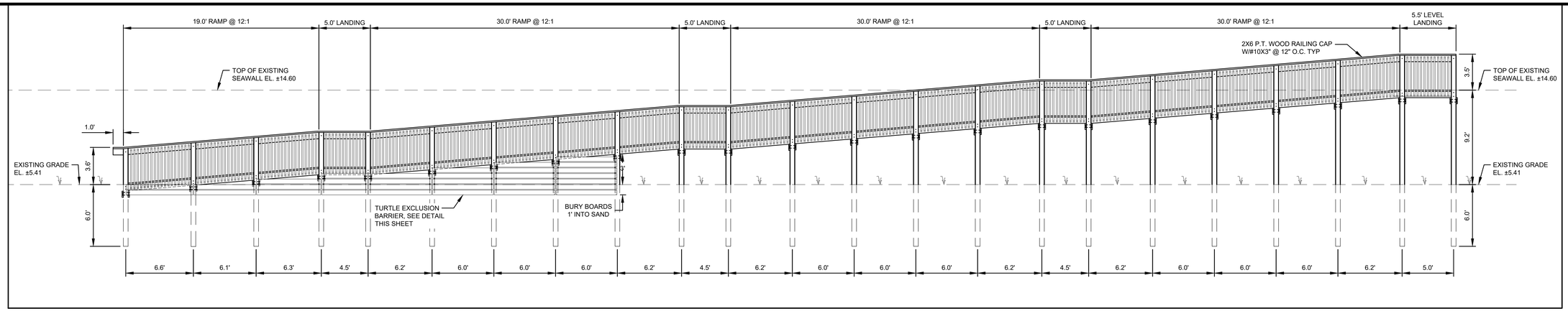
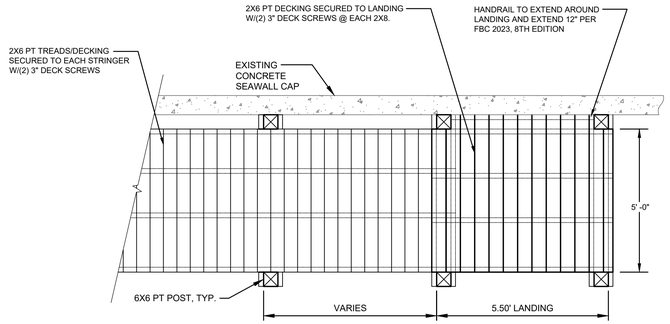
SCALE:	AS SHOWN
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C17 OF 18



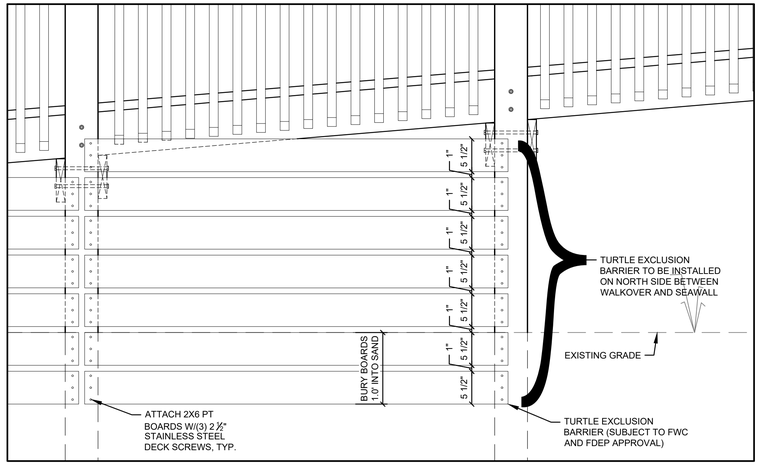
BEACH ACCESS ELEVATION

SCALE: 1"=5'



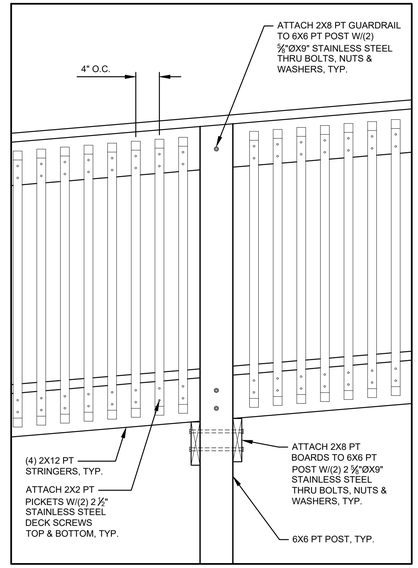
TREAD & DECK FRAMING DETAIL

SCALE: N.T.S.



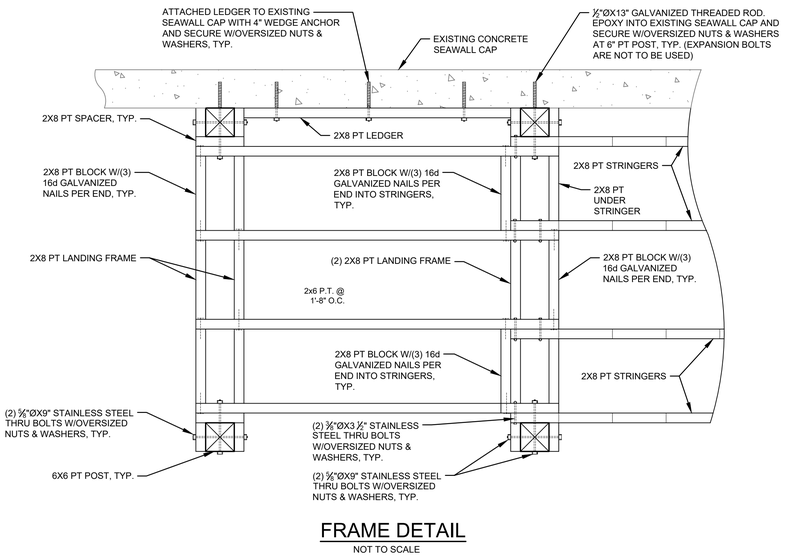
TURTLE EXCLUSION BARRIER

SCALE: 1"=1'



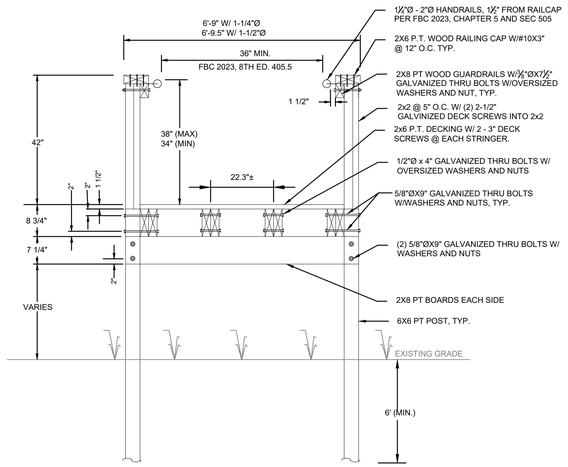
PICKET DETAIL

SCALE: 1"=1'



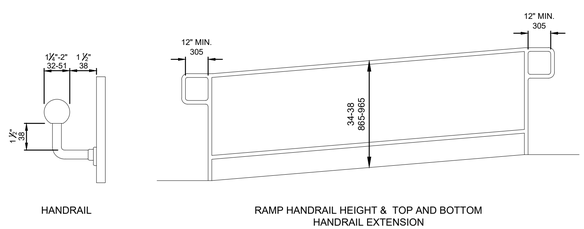
FRAME DETAIL

NOT TO SCALE



WALKWAY/RAMP SECTION

NOT TO SCALE



HANDRAIL

RAMP HANDRAIL HEIGHT & TOP AND BOTTOM HANDRAIL EXTENSION

HANDRAIL REQUIREMENTS PER 2023 FBC ACCESSIBILITY CODE, 8TH EDTION 505

NOTE: ALL COMPONENTS SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS/SCREWS.

NO.	DATE	APPR.	REVISION
4	4/30/26	JHH	REVISED PER CITY RAJ COMMENTS DATED 4/23/26
3	3/10/26	JHH	REVISED PER PDEP SUBMITTAL COMMENTS
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BEACH ACCESS DETAILS

3411 S. ATLANTIC AVE A CONDOMINIUM

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Joseph H Hopkins
2026-04-30 16:27:15

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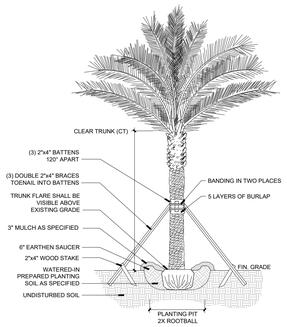
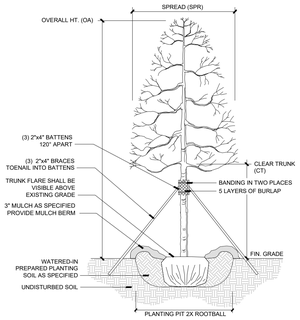
SCALE:	1"=20'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	7/18/24
PROJECT NO.	973
973-SITE PLAN 7	
SHEET	C18 OF 18

Exhibit K

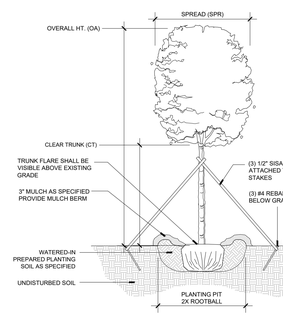
Landscape Plans



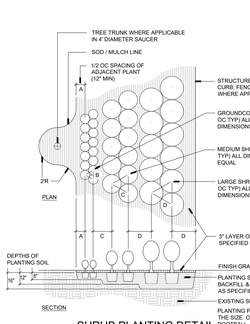
DATE PALM PLANTING DETAIL
N.T.S.



LARGE TREE PLANTING DETAIL
N.T.S.



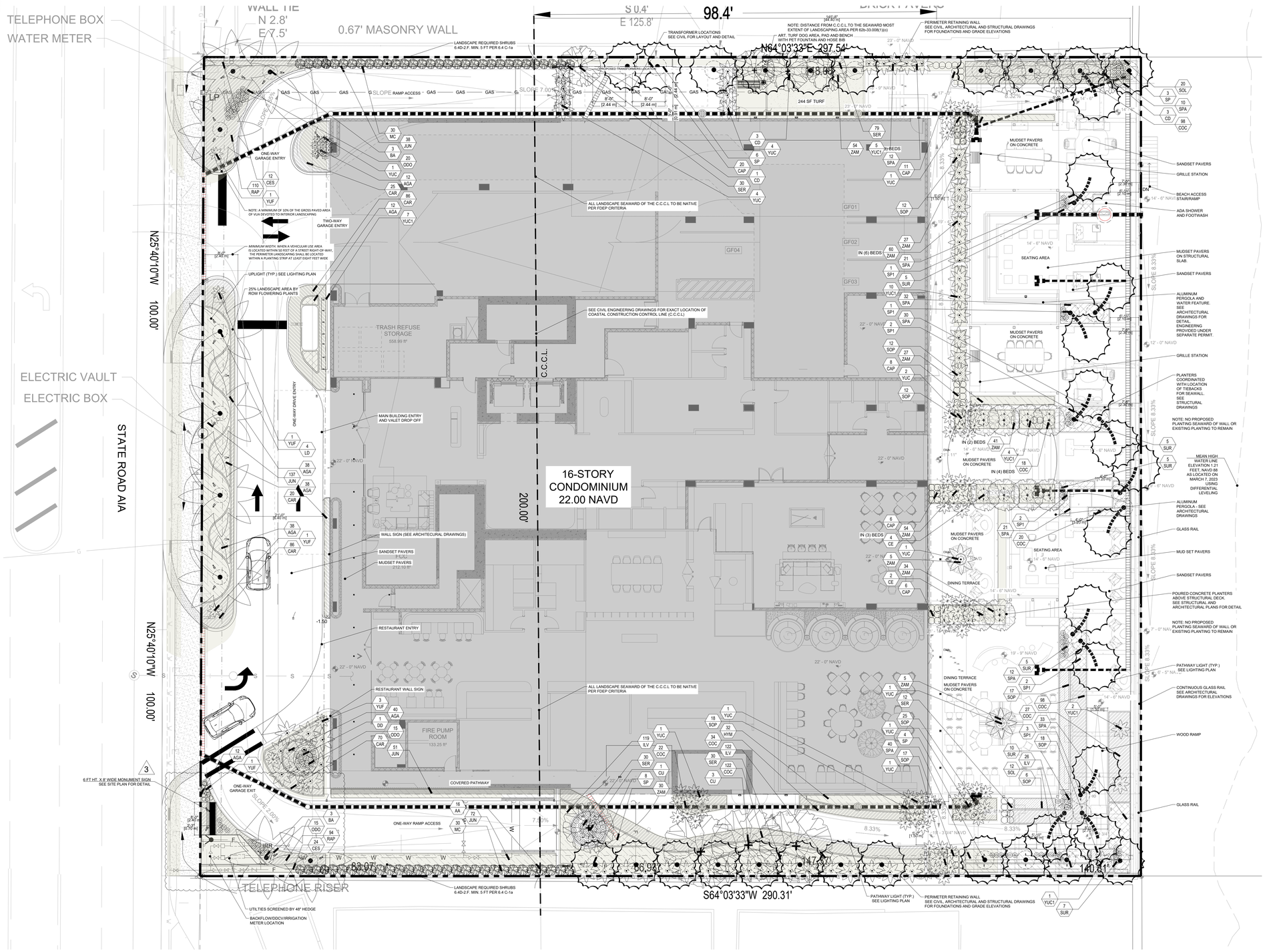
SMALL TREE PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

PLANT NOTES

1. ALL PLANTS ARE TO BE FLORIDA NO 1, GRADE OR BETTER ACCORDING TO GRADES AND STANDARDS FOR NURSERY PLANTS. ALL TREES THAT ARE DESIGNATED AS SINGLE-TRUNK TREES SHALL HAVE A SINGLE DOMINANT LEADER, PROPER STRUCTURAL BRANCHING AND EVEN DISTRIBUTION OF THEIR BRANCHES AND A RELATIVELY STRAIGHT TRUNK. TREES THAT ARE DESIGNATED AS MULTI TRUNK TREES SHALL HAVE AT LEAST THREE TRUNKS WITH EQUAL CALIPERS. TREES WITH BARK INCLUSION AND OR CO-DOMINANT TRUNKS AT ANY HEIGHTS WILL BE REJECTED.
2. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT AND APPROVAL BY THE CITY OF PLANTATION PLANNING, ZONING $ ECONOMIC DEVELOPMENT – LANDSCAPE.
3. ALL LANDSCAPE AREAS TO RECEIVE 100% IRRIGATION COVERAGE WITH A MINIMUM 50% OVERLAP IN GRASS & GROUNDCOVER AREAS AND FIFTY (50) PERCENT MINIMUM OVERLAP IN SHRUB AREAS BY AN AUTOMATIC IRRIGATION SYSTEM SHALL INCLUDE A RAIN SENSOR DEVICE. USE OF NONPOTABLE WATER SHALL BE USED FROM A RUST FREE SOURCE
4. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN(S). WHEN DISCREPENCIES OCCUR BETWEEN THE PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO OVERIDE THE PLANT LIST IN ALL CASES.
5. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
6. ALL SHRUB AND GROUNDCOVER BEDS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN, SET IN A PERPENDICULAR LINE WHEN ABUTTING PAVEMENT OR BUILDINGS.
7. ALL PLANT MATERIAL TO BE BACKFILLED WITH MINIMUM 30% MUCK 70% SAND PLANTING MIXTURE.
8. FERTILIZER SHALL BE APPLIED AS PER MANUFACTURERS RECOMMENDATIONS AS FOLLOWS:
   SOD - 8-5-5
   ANNUALS / GROUNDCOVER - OSMOCOTE SIERRA BLEND 14–14–14
   SHRUBS, TREES, PALMS AGRIFORM 20–10–5– TABLETS
   FERTILIZATION APPLICATIONS SHALL FOLLOW THE SPECIFICATIONS OUTLINED IN A SEPARATE REPORT FOLLOWING A SITE SOIL ANALYSIS. ADDITIONAL TISSUE SAMPLES MAY BE NEED PRIOR TO THE APPLICATION OF PHOSPHORUS FERTILIZATION.
9. ALL SOD SHALL BE LAID ON 2" DEPTH OF TOPSOIL, SOLID WEED–FREE PANELS, TIGHT STAGGERED JOINTS.
10. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON THREE SIDES WITH APPROVED HEDGE.
11. ALL TREES SHALL BE PLANTED IN ACCORDANCE WITH FPL GUIDELINES. REFER TO FPL'S RIGHT TREE RIGHT PLACE.
12. LANDSCAPE SHALL NOT OBSCURE FIRE HYDRANT NOR SPRINKLER/STANDPIPE WYES. NO LANDSCAPING EXCEPT GRASS SHALL BE PLACED WITH IN 4FT. OF THE REAR OF THE HYDRANT, 7.5 FEET TO EACH SIDE AND CLEAR TO THE FRONT FOR THE SAME DISTANCES.
13. ALL EXISTING TREES ON SITE IN THE VICINITY OF NEW CONSTRUCTION SHALL BE PROTECTED AS PER THE DETAIL SHOWN ON "TREE DISPOSITION NOTES & DETAILS" SHEET LD–2.
14. TOPSOIL TO BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE. THE TOPSOIL FOR ALL PLANTING AREAS SHALL BE AMENDED HORTICULTURALLY ACCEPTABLE ORGANIC MATERIAL. THE MINIMUM TOPSOIL DEPTH SHALL BE SIX (6) INCHES FOR GROUNDCOVER AREAS, FOUR (4) INCHES FOR SEEDED GRASS AREAS AND TWO (2) INCHES FOR SODDED GRASS AREAS.
15. GRASS, SOD AND SEED SHALL BE REASONABLY FREE OF WEEDS, PESTS, AND DISEASES. FOR ANY GIVEN SPECIES OF LAWN, THE MOST PEST AND DROUGHT RESISTANT VARIETY OR STRAIN AVAILABLE SHALL BE REQUIRED.
16. ALL TREES ON THIS SITE PLAN SHALL NEED PERMITS TO BE REMOVED OR TRANSPLANTED .
17. SHADE TREES AT THE TIME OF INSTALLATION SHALL EXCEED MIN. CODE REQUIREMENTS AND SHALL BE INSTALLED PER THE PLANT LIST SPECIFICATIONS.
18. VINES AT THE TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO AND ONE–HALF (2 1/2) FEET IN HEIGHT WITH AT LEAST THREE (3) RUNNERS.
19. GROUNDCOVER AREAS AT THE TIME OF INSTALLATION SHALL BE PLANTED WITH A MINIMUM OF SEVENTY–FIVE (75) PERCENT COVERAGE WITH ONE HUNDRED (100) PERCENT COVERAGE OCCURRING WITHIN THREE (3) MONTHS OF INSTALLATION.
21. ALL GRASS AREAS SHALL BE SODDED WITH CHINCH BUG RESISTANT SOD.
22. ALL TREES SHALL RECOMMENDED TO BE FIELD GROWN / BALLED & BURLAPPED. CONTAINER GROWN TREES ARE ACCEPTABLE.
23. ALL TREES AND PALMS SHALL BE GUYED WITH PROPER HORTICULTURAL AND ARBORICULTURAL TECHNIQUES. WHEN APPLICABLE, TREES SHOULD BE STAKED WITH NATURAL HEMP, IN LIEU OF WIRE OR OTHER SYNTHETIC MATERIAL. NAILING INTO TREES AND PALMS FOR ANY REASON IS PROHIBITED.
24. ALL STAKING MATERIAL SHALL BE REMOVED APPROXIMATELY 6 MONTHS AFTER PLANTING, OR AT THE TIME OF ESTABLISHMENT OF THE TREE.
25. ALL UTILITY EQUIPMENT SUCH AS FPL BOXES, CABLE TV BOXES, BACK FLOW PREVENTERS, IRRIGATION EQUIPMENT, AND AIR CONDITIONER UNITS SHALL BE SCREENED WITH APPROPRIATE PLANT MATERIAL.
26. ALL SYNTHETIC BURLAP, SYNTHETIC STRING, OR CORDS SHALL BE REMOVED BEFORE ANY TREES ARE PLANTED. WIRE BASKETS SHALL BE CUT BEFORE THE TREES ARE INSTALLED. ALL SYNTHETIC TAPE (I.E., TAGGING TAPE, NURSERY TAPE) SHALL BE REMOVED FROM TRUNKS, BRANCHES, ETC. BEFORE INSPECTION THE TOP ONE–THIRD (1/3) OF ANY NATURAL BURLAP SHALL BE REMOVED OR TUCKED INTO THE PLANTING HOLE BEFORE THE TREES ARE BACK FILLED.
27. IN ORDER TO HELP THE TREES RETAIN WATER AT THEIR ROOT BALL AREAS, THE WATERING BASINS SHOULD REMAIN FOR AT LEAST THREE MONTHS ESPECIALLY ON SPECIES SUCH AS LIVE OAKS.
28. ALL ABOVE GROUND UTILITIES TO BE SCREEN WITH PLANTING MATERIAL IN ACCORDANCE WITH MUNICIPAL CODES.
29. INSTALL EUCALYPTUS MULCH: ALL MULCH BEDS SHOULD EXTEND 1' FROM THE TIPS OF ALL PLANT MATERIAL AND TREES SHALL HAVE A MULCH RING OF A MINIMUM OF 2' RADIUS (4' DIAMETER). MULCH SHOULD HAVE A MINIMUM DEPTH OF 2" AND A MAXIMUM DEPTH OF 3". ALL MULCH SHOULD BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL.
30. ALL EXISTING TREES AND PALMS SHALL RECEIVE MULCH.
31. FIRST ORDER ROOTS AND/OR TRUNK FLAIR WILL BE VISIBLE AT TIME OF PLANTING
32. SHRUB MASSES SHALL PROVIDE A 75% OF COVERAGE AT THE TIME OF PLANTING
33. ALL TREES AND PALMS TO BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHOULD SCHEDULE FIELD OBSERVATION WITH LA OR PROVIDE IMAGES WITH A PERSON FOR SCALE OR A MEASURING STICK.
34. ROOT PRUNING TO BE PERFORMED BY A ISA CERTIFIED ARBORIST. THIS INCLUDES ANY EXISTING TREE WITHIN PAVING / CURBING AREAS TO BE INSTALLED.
35. A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITH IN 10' OF A PAVED SURFACE OR INFRASTRUCTURE.
36. ALL UTILITIES SHALL BE SCREENED.
37. ALL UTILITIES SHALL BE SCREENED.
38. ALL EXISTING PLANTING BEDS, PALMS, AND TREES ON THE PROPERTY TO BE FERTILIZED 3–4 PER YEAR USING A 8–2–12 AND 08–10–10 FOR ORNAMENTAL PER MANUFACTURER'S RECOMMENDED RATES AND METHOD OF APPLICATION., 20–2–10 MAINTAINS EVEN GROWTH FOR THE TURF GRASS. REFER TO THE MAINTENANCE CONTRACTORS FERTILIZATION SCHEDULE FOR ADDITIONAL DETAILS.



Plant List

TREES AND PALMS

SYMBOL	QUANTITY	COMMON/SCIENTIFIC NAME	SPECIFICATION	SPACING	NATIVE	DROUGHT
TREES						
CE	6	Conocarpus erectus 'Sericeus' Silver Buttonwood	10ht., 8spr., single leader, standard 6' c.t.		Y	Y
CO	6	Cocciloba x diversifolia Pigeon Plum Hybrid	9-10ht., 5-6spr., 7' cal. Full To Base		Y	Y
CU	5	Cocoloba uvifera Sea Grape	22-24ht., 12-15spr., 10" cal. Collected Sculptural Specimens		Y	Y
DD	1	Dracaena Draco Dragon Tree	10ht., 12spr., single leader, standard 6' c.t. Sculptural Specimen		Y	Y
MC	60	Myrica cerifera Southern Wax Myrtle	6-8ht., 3-4spr.,36" o.c. Tight spacing as hedge	36" o.c.	Y	Y
Total Trees	78					
PALMS						
AA	16	Allagoptera arenaria Seashore Palm	8-10' o.a., 5-6' specimens, 48" o.c.			Y
BA	6	Bacularophoenix alfredii High Plateau Coconut Palm	8' c.t. matched straight trunks			Y
LD	4	Livistonia decipiens Ribbon Palm	14' c.t. matched curved trunks			Y
SP	21	Sabal palmetto Sabal Palm	10' c.t. 14' c.t.		Y	Y
SP1	11	Sabal palmetto Sabal Palm (Curved)	14' c.t. Curved Trunks Braced from Cradle On Wall		Y	Y
Total Palms	58					

SHRUBS VINES AND GROUNDCOVER

SYMBOL	QUANTITY	COMMON/SCIENTIFIC NAME	SPECIFICATION	SPACING	NATIVE	DROUGHT
TALL SHRUBS						
CAP	51	Capparis cynophallophora Jamaica Caper	15 gal., 48"ht., 36"spr.	36" o.c.	Y	
MEDIUM SHRUBS						
CES	36	Conocarpus erectus 'Sericeus' Silver Buttonwood	3 gal., 48"ht., 24"spr.	24" o.c.	Y	Y
SER	181	Serenoa repens 'Silver' Saw Palmetto	7gal., 20"-24" overall ht.	36" o.c.	Y	Y
SOL	32	Solidago sempervirens Seaside Goldenrod	3 gal., 18"-24"ht., 18"-24"spr.	18" o.c.	Y	Y
SOP	137	Sophora tomentosa Necklace Pod	3 gal., 18"-24"ht., 18"-24"spr.	24" o.c.	Y	Y
SUR	37	Suriana maritima Bay Cedar	7gal., 20"-24" overall ht.	18" o.c.	Y	Y
LOWSHRUBS						
HYM	32	Hymenocllis Latifolca Spider Lily	3 gal., 12"-15"ht., 12"-15"spr.,	18" o.c.	Y	
SPA	211	Spathne lakeri Sand Cordgrass	3 gal., 18"-24"ht., 18"-24"spr.	18" o.c.	Y	Y
ZAM	337	Zamia pumila Coontie	3 gal., 18"-24"ht., 18"-24"spr.	18" o.c.	Y	Y
GROUNDCOVERS						
AGA	190	Agapanthus africanus Lily of the Nile	3 gal., 12" ht. X 12" spr.,	12" o.c.		
CAR	267	Carissa macrocarpa 'Emerald Blanket'	3 gal., 12" ht. X 12" spr.,	12" o.c.	FF	Y
COC	439	Chrysobalanus icaco 'Horizontal'	3 gal., 12" ht. x 12"-15"spr.,	18" o.c.	FF	Y
ILV	267	Ilex vomitoria 'Schillings Dwarf' Yaupon Holly	3 gal., 12" ht. x 12"-15"spr.,	18" o.c.	FF	Y
JUN	298	Juniperus conferta Shore Juniper	3 gal., 12" ht. x 12"-15"spr.,	18" o.c.	FF	Y
RAP	204	Rhaphiolepis indica Indian Hawthorn	3 gal., 12" ht. x 12"-15"spr.,	18" o.c.	FF	Y
ACCENTS						
ODO	50	Alcantarea odorata Alcantarea bromeliad	10 gal 18" ht. x 18" spr.	24" o.c.	FF	Y
YUC	10	Yucca aloifolia Spanish Bayonet	Field Grown 12-14 o.a.,ht. Full Specimen 4- branched nodes min.		Y	Y
YUC1	27	Yucca aloifolia Spanish Bayonet	8' o.a.,ht. Specimen Straight Columns 3 - per plant		Y	Y
YUF	7	Yucca filamentosa 'Color Guard' Adam's Needle	15 gal, 3' o.a., ht. Full to base		FF	Y
Total Shrub and Groundcover	2853					
OTHER						
SOD	0	Stenotaphrum secundatum 'Floratam' St. Augustine Grass	Solid sod panels contractor responsible for quantities			
MULCH	tbd	Eucalyptus				
SOIL		Mix of 50/20 and 50/50				
Staking	18	Total Canopy Trees				
	58	Total Palms				
	60	Total Understory Trees				
Irrigation			Includes 2" city irrigation meter.			

Note: FF= Florida Friendly per South Florida Water Management District Criteria.

Plant species chosen seaward of C.C.C.L. selected per FDEP Office of Resilience and Coastal Protection Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration.
Plant List Seaward of the C.C.C.L also comply with Section 62B-33.008(1)(o) of the Florida Administrative Code. FDEP Coastal Construction Control Line Permit Application Landscape Requirements.

Landscape Requirements - Section 14-46.5

Required		Provided
	Total Site Area (sq. ft.)	45,843.64
	Impervious Area (sq. ft.)	39,639.52
	Pervious Area (sq. ft.)	6,204.12
	Landscape/Open Space Area/Pervious Area (S.F.)	6,204.12
	West (Front) Buffer Area	1,846.02
	North (Sideyard) Buffer Area	1,272.00
	South (Sideyard) Buffer Area	2,240.10
	East (Rear) Buffer Area	846.00
	Greenspace	6,204.12
	Total Greenspace Includes 3500 sf Deck/Pool credit (21%)	9,704.12
18	Required Trees (1) Tree Required per 2,500 SF	18
	(3) Palms = (1) Tree Equivalent	21
18	Total Trees and Palms Equivalent	39
21	Section 14-46.5(1)(a)(2) 25% all trees to be Shade Trees - Salt Tolerant and Wind Resistant	84
	Cabbage Palms (11) Tree Equivalent	32
	Medjool Palms (1.33) Tree Equivalent	4
	High Plateau Palms (2)Tree Equivalent	6
	Seashore Palms (5.33)Tree Equivalent	16
	Blue Latan Palm (1) Tree Equivalent	3
	All Canopy Trees	18
	Turf Provided SF	452 sf

1. NO EXISTING TREES OR PALMS ON SITE - ON-SITE VEGETATION PLAN NOT PROVIDED
2. PLANS PROVIDED PURSUANT TO SECTION 62B-33.008(1)(O) OF THE FLORIDA ADMINISTRATIVE CODE. FDEP GUILDELINES FOR THE FDEP C.C.C.L. PERMIT APPLICATION FOR LANDSCAPE PLANS.
3. PLANS PROVIDED PURSUANT TO SECTION 14-46 LANDSCAPING STANDARDS OF THE DAYTONA BEACH SHORES CODE.
4. LIGHTING LOCATIONS SHOWN FOR REFERENCE ONLY. SEE LIGHTING PLAN FOR TURTLE LIGHTING.
5. FOUNDATIONS AND RETAINING WALLS SHOWN FOR REFERENCE ONLY. SEE CIVIL, ARCHITECTURAL DRAWING FOR MORE DETAIL.
6. THE MAJORITY OF PLANTING ON THE EAST AND SOUTH AREAS ARE IN STRUCTURED PLANTER WALLS.
7. MINIMUM NUMBER OF SPECIES OVER 41=(5) REQUIRED

NORTH
0 10' 20'
GRAPHIC SCALE

Nichols Architects

PROJECT

3411 South Atlantic Avenue, A Condominium

3411 S ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL | 32118

OWNER

DAYTONA VALOR CAPITAL LLC
400 CLEVELAND ST
CLEARWATER, FL 33755

CONSULTANTS

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RHETT ROY LANDSCAPE ARCHITECTURE
7860 PETERS ROAD, SUITE F-110
PLANTATION, FL 33324
TEL. 954.462.0704

DESIGN ARCHITECT
GVI - GOMEZ VAZQUEZ INTERNATIONAL
31 NE 17th STREET, #232
MIAMI, FL 33132
TEL. 210.404.9658

REVISIONS

NO.	DATE	ISSUE
1.	12.19.25	CITY COMMENTS
2.	1.9.26	CITY COMMENTS
3.	3.12.26	CITY COMMENTS

DATE OF ISSUE
11/24/2025

PROJECT STATUS
FDEP Permit Submission

PROJECT NO.
25001

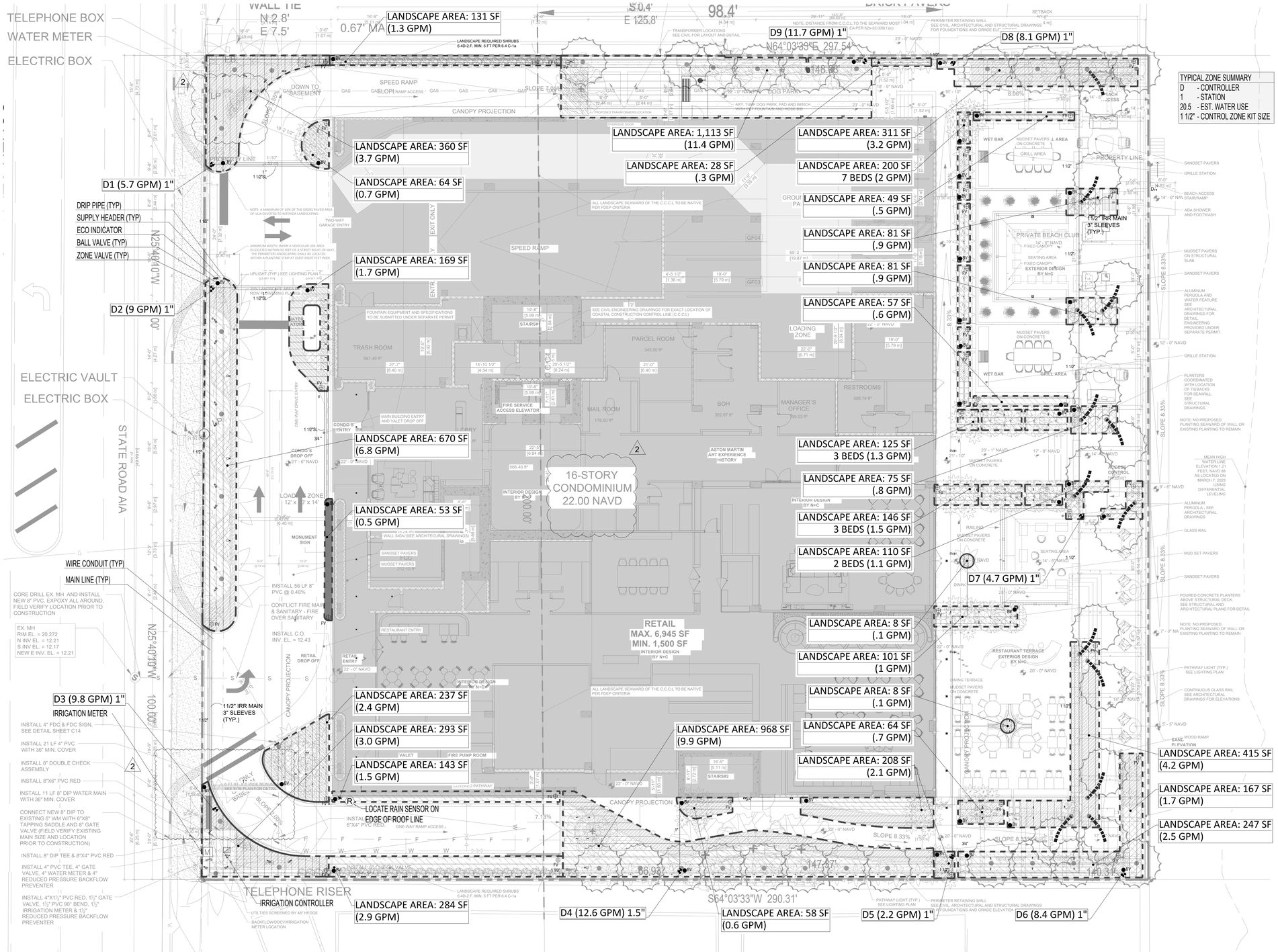
SEAL & SIGNATURE
MICHAEL PIERCE, LANDSCAPE ARCHITECT
LA6667679

REGISTERED LANDSCAPE ARCHITECT · MICHAEL PIERCE · LA6667679 · STATE OF FLORIDA

SITE PLAN SUBMISSION 3.12.26

SHEET L-1

LANDSCAPE PLANTING PLAN LIST, DETAILS, NOTES, AND SPECIFICATIONS



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REGISTERED LANDSCAPE ARCHITECT MICHAEL PIERCE LA6667679 STATE OF FLORIDA

SITE PLAN SUBMISSION 1.9.26

SHEET IR-1

LANDSCAPE IRRIGATION PLAN

LEGEND

SYMBOL	MODEL NO.	DESCRIPTION	*EST. QUANTITY
— X — X —	HDL-9-12-CV	HUNTER DRIP PIPE	9,000 LF
FV	AFV-T	HUNTER FLUSH VALVE	38
I	ECO-ID	HUNTER OPERATION INDICATOR	12
NOT SHOWN	HDL 56	HUNTER SOIL STAPLES	AS REQUIRED
NOT SHOWN	HDL ACC	HUNTER ACCESSORIES	AS REQUIRED
	ICZ-KITS	HUNTER CONTROL ZONE KIT	
		1"	09
		1 1/2"	03
"D"	PCC 1200	HUNTER AUTO. CONTROLLER	01
NOT SHOWN	PCM-300	HUNTER EXPANSION MODULE	01
RS	MINI-CLIK	HUNTER RAIN SENSOR	01
B	765 (1 1/2")	FEBCO PRESSURE VACUUM BREAKER	01
NOT SHOWN		PAIGE THHN WIRE	AS REQUIRED
		#12 AWG COMMON	
		#14 AWG CONTROL	
NOT SHOWN		SCH 40 GALVANIZED STEEL	AS REQUIRED
		SCH 40 PVC	AS REQUIRED
		MAIN LINE	
		LATERALS	
		SLEEVES	
		SUPPLY HEADERS	
		DISCHARGE HEADERS	
NOT SHOWN		PVC FITTINGS	
		WIRE CONDUIT	
		ISOLATION VALVES	
		GATE TYPE	01
BV		BALL TYPE	28
FV, BV		VALVE BOX	79
"D"		GROUNDING LOCATION	01
M		WATER METER	01

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY.
CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

ZONE SUMMARY CHART

VALVE NUMBER	IRRIGATION AREA	DRIP PIPE EST.	VALVE SIZE	WATER DEMAND*	RUN TIME*	WEEKLY USAGE	EI	FLUSH VALVE	BALL VALVE
D1	555 SQ.FT	371 LF	1"	5.7 GPM	100 MIN/WK	570 GAL/WK	1	3	3
D2	892 SQ.FT	597 LF	1"	9 GPM	100 MIN/WK	900 GAL/WK	1	3	3
D3	957 SQ.FT	641 LF	1"	9.8 GPM	100 MIN/WK	980 GAL/WK	1	4	4
D4	1234 SQ.FT	827 LF	1 1/2"	12.6 GPM	100 MIN/WK	1,260 GAL/WK	1	3	3
D5	389 SQ.FT	397 LF	1"	2.2 GPM	100 MIN/WK	220 GAL/WK	1	4	4
D6	829 SQ.FT	291 LF	1"	8.4 GPM	100 MIN/WK	840 GAL/WK	1	2	2
D7	456 SQ.FT	266 LF	1"	4.7 GPM	100 MIN/WK	470 GAL/WK	1	4	4
D8	779 SQ.FT	585 LF	1"	8.1 GPM	100 MIN/WK	810 GAL/WK	1	7	7
D9	1141 SQ.FT	764 LF	1 1/2"	11.7 GPM	100 MIN/WK	1,170 GAL/WK	1	2	2
D10-14	SPARE								
	7,232 SQ.FT	4,739 LF		72 GPM	900 MIN/WK	7,220 GAL/WK	9	32	32

*APPROXIMATE RUN TIME TO APPLY 1.0 IN/WK.

IRRIGATION NOTES & SPECIFICATIONS

AUTOMATIC IRRIGATION SYSTEM
WATER DEMAND / ZONE — REFER TO PLAN
WATER SOURCE — 1 1/2" CITY WATER METER
PRESSURE REQUIRED — 45 PSI

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF DAYTONA BEACH SHORES CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON "PLANTING PLAN" DATED NOVEMBER 14TH, 2025 CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 16'.

THE SOURCE SHALL BE A 1 1/2" CITY WATER METER DEDICATED FOR IRRIGATION USE. CONTRACTOR SHALL VERIFY THAT CITY PRESSURE IS MAINTAINED AT 45 PSI WHEN THE SYSTEM IS PROGRAMMED TO OPERATE.

BACKFLOW PREVENTION SHALL BE INSTALLED TO MEET CODE REQUIREMENTS FOR CROSS CONNECTION CONTROL. A PRESSURE BREAKER HAS BEEN SPECIFIED.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING HUNTER DRIP IRRIGATION EQUIPMENT, IN-LINE VALVES, AND CONTROL SYSTEM.

CONTRACTOR IS ADVISED TO STUDY THE PLANS FOR ADDITIONAL INFORMATION AND TO VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS.

TO ENSURE PROPER OPERATION, SOURCE SIZE, PRESSURE REQUIRED, VALVE SIZES, ZONE CAPACITIES, DRIP PIPE SPACING, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC WHERE POSSIBLE. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH, AND LOCATION OF ALL EXISTING SLEEVES.

PIPE AND FITTINGS INSTALLED ABOVE GRADE AT THE BACKFLOW PREVENTER SHALL BE SCH 40 GALVANIZED STEEL. ALL OTHER PIPE AND FITTINGS SHALL BE SCH 40 TYPE 1120 PVC.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

THE BACKFLOW PREVENTER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND SHALL BE LOCATED TO BE CONCEALED FROM VIEW.

GATE AND BALL VALVES SHALL BE INSTALLED FOR ISOLATION. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX.

DRIP IRRIGATION

DRIP IRRIGATION SHALL BE INSTALLED TO IRRIGATE ALL LANDSCAPED AREAS.

DRIP IRRIGATION SHALL CONSIST OF HDL DRIPPERLINE AND ACCESSORIES. FLUSH VALVES SHALL BE INSTALLED AS RECOMMENDED BY HUNTER FOR ROUTINE MAINTENANCE. ECO INDICATORS SHALL BE INSTALLED TO INDICATE IF THE SYSTEM IS OPERATING AND WHEN OPERATING PRESSURE IS TO LOW.

DRIPPERLINE WITH EMITTERS SPACED 12" ON CENTER WITH AN APPLICATION RATE OF 0.9 GPH SHALL BE SPACED A MAXIMUM OF 18" BETWEEN ROWS. DRIPPERLINE SHALL ALSO BE INSTALLED TO MATCH PLANTING PATTERNS.

DRIP IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, THE DETAILS INCLUDED ON THE PLANS, AND UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT. DRIP IRRIGATION SHALL BE CONTROLLED WITH HUNTER CONTROL ZONE KITS.

CONTROL SYSTEM

A HUNTER PRO-HC SERIES ELECTRIC CONTROL SYSTEM SHALL BE INSTALLED. ONE 16 STATION CONTROLLER SHALL ACTIVATE 12 CONTROL ZONE KITS.
A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 120 VAC ELECTRIC SOURCE IS REQUIRED.

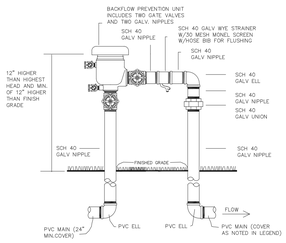
CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG THHN TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15". SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE INSTALLED AS NOTED ON THE PLAN.

CONTROL VALVE KIT LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

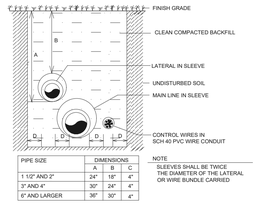
WATER CONSERVATION EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. THE RAIN SENSOR SHALL BE INSTALLED ON A STATIONARY STRUCTURE, MINIMUM OF 5' CLEARANCE FROM OTHER OUTDOOR EQUIPMENT, FREE AND CLEAR OF ANY TREE CANOPY OR OTHER OVERHEAD OBSTRUCTION, AND ABOVE THE HEIGHT OF SPRINKLER COVERAGE.

TIMING AND PRECIPITATION

TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEEK.



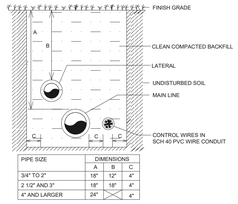
PRESSURE VACUUM BREAKER
NOT TO SCALE



PIPE SIZE	DIMENSIONS A	B	C
1 1/2" AND 2"	24"	18"	4"
3" AND 4"	30"	24"	4"
6" AND LARGER	36"	30"	4"

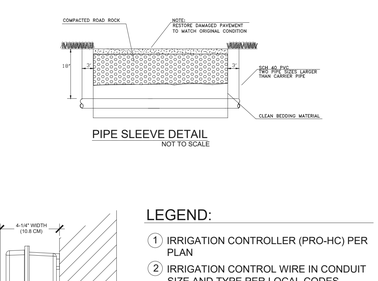
NOTE: SLEEVES SHALL BE TWICE THE DIAMETER OF THE LATERAL OR WIRE BUNDLE CARRIED

TRENCHING DETAIL (NTS)
VEHICHLAR TRAFFIC AREAS

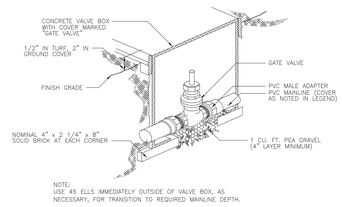


PIPE SIZE	DIMENSIONS A	B	C
3/4" TO 2"	18"	12"	4"
2 1/2" AND 3"	18"	18"	4"
4" AND LARGER	24"		4"

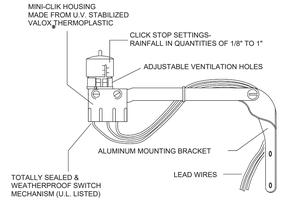
TRENCHING DETAIL (NTS)
NON-TRAFFIC AREAS



CONTROL ZONE KIT
NOT TO SCALE

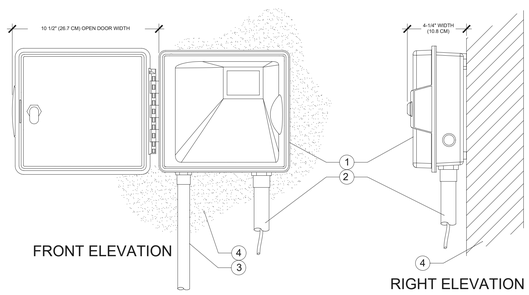


GATE VALVE DETAIL
NOT TO SCALE



MINI-CLIK II RAIN SENSOR
NOT TO SCALE

PIPE SLEEVE DETAIL
NOT TO SCALE

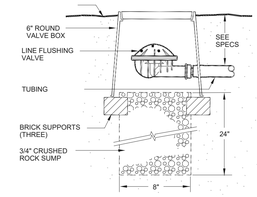


CONTROLLER (NTS)

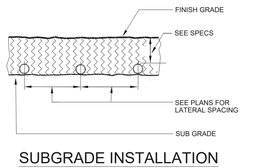
LEGEND:

1. IRRIGATION CONTROLLER (PRO-HC) PER PLAN
2. IRRIGATION CONTROL WIRE IN CONDUIT SIZE AND TYPE PER LOCAL CODES
3. ELECTRICAL SUPPLY CONDUIT CONNECT TO POWER SOURCE, J-BOX INSIDE CONTROLLER
4. ADJACENT SURFACE TO MOUNT CONTROLLER PER PLAN

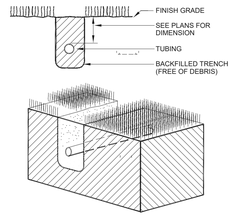
NOTE
MOUNT CONTROLLER LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC POWER SOURCE



LINE FLUSHING VALVE PLUMBED TO TECHLINE
NOT TO SCALE



SUBGRADE INSTALLATION
NOT TO SCALE



TRENCHING DETAIL
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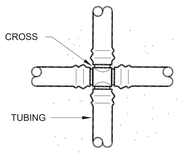
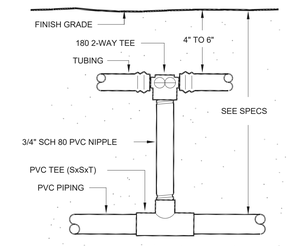
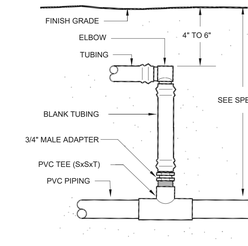


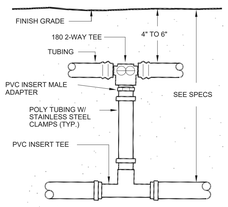
TYPICAL CROSS
NOT TO SCALE



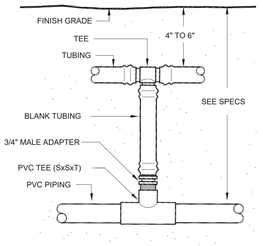
START CONNECTION
WITH PVC RISER
NOT TO SCALE



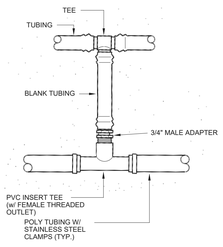
START CONNECTION
PVC TO ELBOW
NOT TO SCALE



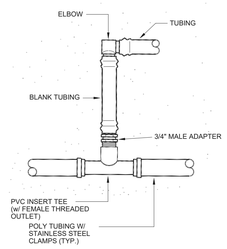
START CONNECTION
POLY TO TECHLINE
NOT TO SCALE



START CONNECTION
PVC TO TEE
NOT TO SCALE



START CONNECTION
POLY TO TEE
NOT TO SCALE



START CONNECTION
POLY TO ELL
NOT TO SCALE

Nichols Architects

PROJECT

3411 South Atlantic Avenue, A Condominium

3411 S ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL | 32118

OWNER

DAYTONA VALOR CAPITAL LLC
400 CLEVELAND ST
CLEARWATER, FL 33755

CONSULTANTS

ARCHITECT OF RECORD
NICHOLS ARCHITECTS
2 ALHAMBRA PLAZA, SUITE 1020
CORAL GABLES, FL | 33134
TEL. 305.443.5206
AAC 000680

STRUCTURAL ENGINEER
B&W STRUCTURAL
105 S. ALBANY AVE
TAMPA, FL 33606
TEL. 813.374.2459

MEP & FP ENGINEER
EMERALD ENGINEERING INC
9942 CURRIE DAVIS DR, SUITE H
TAMPA, FL 33619
TEL. 813.995.0300

CIVIL ENGINEER
THE PERFORMANCE GROUP
100 MARINA POINT DRIVE
DAYTONA BEACH, FL 32114
TEL. 386.239.7166

LANDSCAPE ARCHITECT
RHETT ROY LANDSCAPE ARCHITECTURE
7860 PETERS ROAD, SUITE F-110
PLANTATION, FL 33324
TEL. 954.462.0704

DESIGN ARCHITECT
GVI - GOMEZ VAZQUEZ INTERNATIONAL
31 NE 17th STREET, #232
MIAMI, FL 33132
TEL. 210.404.9658

REVISIONS

NO.	DATE	ISSUE

DATE OF ISSUE
11/14/2025

PROJECT STATUS
FDEP Permit Submission

PROJECT NO.
25001

SEAL & SIGNATURE
MICHAEL PIERCE, LANDSCAPE ARCHITECT
LA6667679

REGISTERED LANDSCAPE ARCHITECT · MICHAEL PIERCE · LA6667679 · STATE OF FLORIDA

SITE PLAN SUBMISSION 12.19.25

SHEET IR-2

LANDSCAPE IRRIGATION LIST, DETAILS, NOTES, AND SPECIFICATIONS

Exhibit L

Applicable Development Agreement

This Instrument Prepared By:
Robert A. Merrell III, Esq.
Cobb Cole
149 S. Ridgewood Ave, St. 700
Daytona Beach, Florida 32114

Return To:
Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

SERENA BY THE SHORES DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between DAYTONA BEACH SHORES LLC, a limited liability company, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the "PROPERTY OWNER", and the CITY OF DAYTONA BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the PROPERTY OWNER is the owner of real property located at 3411 South Atlantic Avenue, identified as Volusia County Tax Parcel Identification Number 533503010310 in Daytona Beach Shores, as further described on Exhibit "A" attached hereto (referred to from time to time as the "Property" in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, the PROPERTY OWNER and the CITY wish to enter into a Development Agreement to allow for development of the Property for residential uses; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in the development of the property in accordance with the CITY's comprehensive plan, official zoning map and *Land Development Code* to allow for a private condominium residences with a mixed-use component; and

WHEREAS, the CITY desires to provide for the orderly development of land within the CITY in order to maintain a high quality of life for residents and businesses; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY 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, pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10, codified as Chapter 15, *Land Development Code,* to implement the provisions

of the referenced statutory provisions; and

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources; discourage sound capital improvement planning and financing; escalate the cost of housing and development; and discourage commitment to comprehensive planning and the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the Property in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

WHEREAS, development agreements entered into pursuant to the *Florida Local Government Development Agreement Act*, strengthen the public planning process, encourage sound capital improvement, planning and financing; assist in assuring that there are adequate capital facilities to support development; encourage private participation in comprehensive planning; and reduce the economic cost of a development by providing assurances to a developer that, upon receipt of a development permit, the developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement; and

WHEREAS, development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project and, although subject to negotiation, allowable land uses must be consistent with the local planning policies formulated by the legislative body (the CITY's City Commission) through its general plan, and consistent with any applicable specific plan; and

WHEREAS, neither the PROPERTY OWNER nor the CITY, as the local government with land use regulatory authority over lands located within the CITY, is required to enter into a development agreement and, when entered, the allowable land uses and other terms and conditions of approval are negotiated between the parties, subject to the CITY's ultimate approval, but while a development agreement must advance the CITY's local planning policies, it may also contain provisions that vary from otherwise applicable zoning standards and land use requirements; and

WHEREAS, development agreements are, essentially, a planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways and, as such, development agreements may be viewed as an alternative to the traditional development approval process which, in practice, it is commonly used in conjunction with; and

WHEREAS, the City Commission of the CITY finds it is in the best interest and welfare of the citizens of the CITY to approve this Development Agreement with the terms and conditions set forth herein; and

WHEREAS, the City Commission of the CITY has determined that the terms and conditions of this Development Agreement are in the best interests of the public health, safety and welfare of the citizens of the CITY and provide for specific public benefits; and

WHEREAS, the City Commission of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the City and is

consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

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

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

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the PROPERTY OWNER and CITY agree as follows:

SECTION 1. RECITALS/FINDINGS.

a) The recitals, set forth above, are true and correct and form a material part of this Development Agreement upon which the parties have relied.

b) The findings, set forth above, are, and constitute, the administrative and quasi-judicial findings of the City Commission of the CITY and form a material part of this Development Agreement upon which the parties have relied.

SECTION 2. PREMISES.

a) The property subject to this Agreement consists of approximately 1.04 +/- acres of developable area within the real property and is described in Exhibit "A", attached hereto and by reference made a part hereof.

b) The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER.

SECTION 3. DEVELOPMENT STANDARDS.

1. Development Criteria. The Property shall be developed in accordance with the City's Land Development Code (LDC), and the terms and provisions set forth in this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

   a) The overall Property shall be developed in accordance with the following standards, as depicted in Exhibit B and C, contained herein:

Development Criteria	Approved Standard
1. Density	86 Units, with density measured to the Mean High Water Line
2. Retail/Restaurant/ Commercial Intensity (accessory)	Maximum of 6,945 square feet plus 9,475 square feet Beach Club.
3. Building Height	16 stories, plus two floors of parking structure (which may include a mezzanine level), and one additional sub-grade floor of parking
4. Loading Zone	Minimum of 1 stall
5. Breezeway Corridor	Development shall meet a maximum of 83% (approximately 165.5' in width) of the permitted North/South Building Width coverage.
6. North South Building Width	The breezeway/visual corridor length shall be waived pursuant to this Agreement.
7. Maximum Lot Coverage	60%, Maximum Lot Coverage - the requirement for a maximum lot coverage shall be waived pursuant to this Agreement.
8. Green Space	20% overall, 30% front yard
9. Minimum Setbacks	Front: 30 ft, Porte Cocheres 18 ft. Rear (Oceanfront): Primary Structure 50 ft. Side (North): 15 ft. Side (South): 20 ft.
10. Parking	133 Spaces to be shared across Property
11. Landscape buffer	A1A: 5 ft. North: 1' ft. South: 5 ft.

*Lot area to be measured to the mean high-water line on the Property.

b) Permitted Uses: Permitted uses for the Property shall include the following Multi-family Residential, Parking Garage Use, and customary accessory uses for Multi-family Residential, including but not limited to restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services that do not exceed the intensity limitations set forth above. An activated roof is permitted to include passive green areas for residents.

c) Parking:

a. In the event that structured parking (defined as parking within a structure below, at or above grade in a manner such that vehicles are not visible from the public street, and potentially including car lifts) is developed on the property, including the provision of parking levels associated with the residential development that exceeds two levels, such parking shall not be required to provide additional parking or landscaping beyond standard code requirements, regardless of

structure height. This provision shall control over the language set forth in Section 14-18 of the City's Land Development Code.

b. Development of the site shall include the provision of a minimum of 133 parking spaces to support the proposed development. This provision shall control over the language set forth in Section 14-48.6 of the City's Land Development Code. Multifamily residential development shall provide a minimum parking ratio of 1.0 spaces/unit.

c. Any portion of the Property may be used for interim parking during construction of the necessary parking facilities designed to meet the requirements of the LDC, as modified herein.

d) Public Beach Access: Development of the site shall include a seven-foot dedicated concrete public walkway from S. Atlantic Avenue to the beach, together with a connecting wooden beach access dune walkover. The public beach access shall be depicted on the site plan and shall be a condition of regular site plan approval. This beach access shall be dedicated to the City in the form of an easement with all maintenance and replacement responsibilities to be borne by the developer. In lieu of construction and dedication of the aforementioned public walkway and dune walkover, the developer may provide compensation to the City equal to the cost estimated to construct the public walkway and dune walkover plus the city's legal costs for the review of this transaction. The construction costs estimated shall be provided by the applicant and conducted by an estimator approved by the City.

SECTION 4. PUBLIC BENEFITS.

Numerous public benefits derive from the terms and conditions of this Development Agreement, to include:

a) The development of the Property as set forth in this Development Agreement shall provide for additional residential opportunities within Daytona Beach Shores that will result in greater tax revenue to the City.

b) The development will allow for the redevelopment and beautification of a currently unused property and will create a new destination center for living, dining, and entertainment to City residents (in the form of the illustrated food service area shown on the conceptual plan). The Property will include a minimum of 1,500 sq. ft. of food service area open to the public.

c) In addition, the proposed redevelopment of the Property is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This agreement will allow development of the property to allow for additional residential uses within a growing sector of the City.

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

Finding: The proposed project allows for flexibility in development on the property which has been vacant since 2005 and is located in an area for properties located in appropriate areas for urban development. The proposed project will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

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

Finding: The proposed project is centered around the redevelopment of a multifamily use that will allow for residents to be located within close proximity to existing retail and commercial areas. The project will offer additional retail uses to support the proposed residents and surrounding areas through the use of a central coffee shop and food service amenity with access from the beach and with an additional beach club component greatly enhancing the available recreational and dining opportunities in the zone.

GOAL 3-1: Provide a variety of adequate housing for all present and future residents of the City of Daytona Beach Shores through cost efficient objectives, while promoting individual self-sufficiency.

Finding: The proposed project is centered around the development of a condominium development that will allow for additional residential opportunities within this sector of the City.

SECTION 5. IMPACT FEES AND PERMITTING.

a) Impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development.

b) All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property.

c) Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's responsiveness, compliance, approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 7. REMEDIES.

Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Development Agreement.

SECTION 8. HEADINGS/CAPTIONS.

All sections and descriptive headings in this Development Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 9. *FORCE MAJEURE*.

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 10. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

a) This Development Agreement shall be binding upon and inure to the benefit and burden of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Development Agreement, and that it has the legal authority to enter into this Development Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Development Agreement and bind the respective parties herein.

b) This Development Agreement touches and concerns the premises and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto. The exhibits included herein are hereby approved by the terms and conditions of this Development Agreement. Any changes to the exhibits shall be approved by the City Commission. A comprehensive list of the exhibits is included below:

Exhibit A: Property Legal Description and Sketch

Exhibit B: Conceptual Plan, prepared by The Performance Group.

Exhibit C: Conceptual Architectural Elevations

SECTION 12. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

a) In addition to all other covenants, obligations, duties, and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for the development of the premises (Exhibit "B") and Conceptual Architectural Elevations (Exhibit "C") or architectural features of similar quality and integrity.

b) The development uses, including parking, and landscaping, as set forth on the conceptual site plan approved in Section 3 and Section 11 and attached as Exhibit "B" comply with the criteria for development in the applicable provision in the land development regulations of the CITY applicable to this development project on the premises as modified in this Development Agreement.

SECTION 13. DEVIATIONS GRANTED FROM CODE OF ORDINANCES.

This Development Agreement is intended to comply with the applicable provision in the land development regulations of the CITY as modified in this Development Agreement. The CITY has approved the following deviations from the standard land development regulations in association with this Development Agreement:

1. Development Criteria 4. LDC Section 14-49.9: The CITY is providing a deviation from the requirement that two loading zones for a structure over 100,000 sq. ft. in gross floor area, to allow the development to provide one loading zone.
2. Development Criteria 5. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a breezeway/visual corridor. The CITY is granting a deviation to this requirement to waive the breezeway/visual corridor required.
3. Development Criteria 6. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a maximum north/south building coverage standard. The CITY is granting a deviation to this requirement to provide that the development will have a modified standard for the implementation of the north south building width coverage required under the LDC for 83%.
4. Development Criteria 7. LDC Section 14-18: The CITY is providing a deviation from the maximum permitted lot coverage for the Property. The conceptual layout and development standards set forth herein provide assurance that the Property will be developed in an orderly manner that preserves open spaces and view corridors.
5. Development Criteria 8. LDC Section 14-18.4: The CITY is providing a deviation from the requirement of green area comprising 30% of the overall site area, provided that landscaping in accordance with the LDC is provided in the proposed Green Area.
6. Development Criteria 9. LDC Section 14-18: The CITY is providing a deviation from the setbacks applicable to the Property to allow for compact development within the Property and to preserve view corridors along the sides of the Property.
7. Development Criteria 9. The CITY is also providing a deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft., to allow for the setback program outlined herein.

8. Development Criteria 10. LDC Section 14-48.6: The CITY is providing a deviation from the standard requirements for parking for the development. The PROPERTY OWNER shall provide parking in accordance with Section 3.1.C. herein.
9. Development Criteria 11. LDC Section [redacted]: The CITY is providing a deviation from the required landscape buffers for the Property in order to permit a north buffer to be a minimum of 1', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
10. Development Criteria 11. LDC Section [redacted]: The CITY is providing a deviation from the required landscape buffer along A1A of 5', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.

SECTION 14. PUBLIC RECORDS.

The PROPERTY OWNER shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and other controlling law and which have been made or received by the PROPERTY OWNER in conjunction with this Development Agreement and shall adhere to the controlling provisions of State law relating to public records.

SECTION 15. EQUAL OPPORTUNITY.

The PROPERTY OWNER agrees that it will not discriminate against any employee or applicant for employment for work relating to the services provided under this Development Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demoting or transfer; recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 16. CONFLICT OF INTEREST.

The PROPERTY OWNER agrees that it will not commit any act that would cause or create a conflict of interest as defined by Chapter 112, *Florida Statutes*, to exist or occur in the performance of its obligations pursuant to this Development Agreement with the CITY.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY.

SECTION 18. NOTICES.

a) Whenever either party desires to give notice unto the other, notice may be sent to:

For the **CITY**:	With Copy to:
Kurt Swartzlander City Manager City of Daytona Beach Shores 2990 S. Atlantic Avenue Daytona Beach Shores, Florida 32118	Gretchen R. H. ("Becky") Vose, Esq. Daytona Beach Shores City Attorney Vose Law Firm LLP 324 W. Morse Boulevard Winter Park, Florida 32789
For the **PROPERTY OWNER**:	With Copy to:
Ryan Flake Valor Capital 400 Cleveland St. Clearwater, Florida, 33755	Robert A. Merrell, III Cobb Cole 149 S. Ridgewood Ave., St. 700 Daytona Beach, Florida 32114

b) Either party may change the address for notification by providing notice of such change to the other party.

SECTION 19. INTERPRETATION/APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. The specific provisions of this Development Agreement shall prevail over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 20. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

This Development Agreement is the result of *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Development Agreement. Accordingly, this Development Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party both parties having participated in the drafting of this Development Agreement. Whenever a decision is provided for herein which is to be made by the CITY, such decision must be in writing in order to be binding upon the CITY.

SECTION 21. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein, except as provided in this subsection a. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.

b) If the City Commission of the CITY finds, on the basis of substantial competent evidence, that there has been a material failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Commission upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.

c) A substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code.* This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall, in the City's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code.*

d)City Staff may, as an administrative adjustment reviewed and approved at the staff level, allow for modifications of up to 10% to any of the dimensional or landscaping requirements set forth herein and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

e) If State or Federal laws are enacted after the execution of this Development Agreement, which are applicable to and preclude the parties' compliance with the terms of this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant State or Federal laws.

SECTION 22. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or

for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under the Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the City.

SECTION 23. ATTORNEYS FEES AND COSTS.

In any action or proceeding to enforce or interpret any provision of this Development Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

SECTION 24. SEVERABILITY.

If any one or more of the covenants or provisions of this Development Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable form the remaining covenants or provisions of this Development Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Development Agreement.

SECTION 25. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.

b) This Development Agreement shall be in effect for the following period: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy. Twelve (12) months to open the public food service area subsequent to receipt of the final certificate of occupancy.

1. The public food service area shall not be abandoned for more than ninety (90) days, subject to Force Majeure events, as outlined in Section 9 herein.

i. Abandonment of the public food service area shall mean the closure of the restaurant and/or bakery during regular business hours for a period of fourteen (14) continuous days or more,

other than a cessation necessarily incident to probate or mortgage foreclosure proceedings and as provided in this section, without demonstrating intent to continue the use. Abandonment may be evidenced by any the following: (a) Lapsing of a business tax receipt and/or certificate of use; (b) Removal of utility meters; (c) The public food service area is maintained in an uninhabitable condition; (d) The public food service area is not made available for occupation (i.e., lack of advertising or marketing through a licensed realtor or other agent); and/or (e) Failure to perform actions pursuant to the terms of an active building permit.

ii. The public food service area shall not be considered abandoned for closure due to permitted renovations or rehabilitation.

iii. The property owner shall notify the Community Services Director in writing when a restaurant use has been abandoned.

iv. In the event the public food service area will remain abandoned for a period longer than ninety (90) days, the property owner may petition the Community Services Director prior to the ninety (90) day deadline, for a time certain extension to reestablish the public food service area. Grounds for extensions shall include, but are not limited to, impacts of natural and manmade disasters and the tenant eviction process, among other things.

c) Such effective dates may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension, except for extension of time frames for the public food service component, as further detailed herein, shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the City has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein. The City Manager or his designee may administratively authorize an extension of up to six (6) months for the opening of the public food service component contemplated herein upon written request of the Property Owner and for good cause shown, so long as the Property Owner demonstrates that they are actively pursuing a tenant for such space with commercially reasonable efforts.

d) Prior to the completion of the project and issuance of the final certificate of occupancy, the City shall review this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement. In the event that the Property Owner fails to comply the terms of the Development Agreement, the Property may be subject to code enforcement action to require compliance with the terms outlined herein.

SECTION 27. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date stated below their signature.

Attest:

Cheri Schwab, City Clerk

Kurt Swartzlander, City Manager

Approved as to form and legality:

Gretchen R. H. ("Becky") Vose,
City Attorney Paul Waters

CITY OF DAYTONA BEACH SHORES

Nancy Miller, Mayor
Date: March 26, 2024

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Witnesses:

Signature of Witness

Bryon Smith
Printed name of witness:

5601 Windhover Dr.
Address of witness:
Orlando, FL 32819

PROPERTY OWNER

By: Mark Waltrip
Managing Member

Acknowledgment

State of Florida)
County of Orange)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mark Waltrip and he acknowledged executing the same in the presence of a subscribing witness freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 15th day of April, 2024.

(Affix Notary Seal)

MARIA E. SANTIAGO
Commission # HH 158071
Expires October 31, 2025
Bonded Thru Budget Notary Services

Notary Public; State of Florida
Print name: _____

Exhibit M

Elevation Images

CITY COMMISSION PACKAGE

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CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2026-05: Land Development Code Amendment to Create a Definition for A-Frame Signs and Allow a Daily A-Frame Sign at Each Business After a Permit is Obtained

SYNOPSIS:

Ordinance 2026-01 (**Exhibit A**), if approved, would (1) add a definition for "A-frame sign" to Section 2-5 of the Land Development Code of the City of Daytona Beach Shores ("Code"), (2) allow an A-frame sign outdoors at each business, after an approved A-frame sign permit is obtained, and 3) establish criteria for A-frame signs including sign size maximums, sign materials, sign placement locations and times, and duration of sign permits.

A-frame signs would be allowed in the GC, MXD, and TC-MUPUD zoning districts.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. Background

Daytona Beach Shores business owners, Angie Gonzalez of Revive Salt Lounge and Nicole Baker of Seapia Boutique, appeared at the April 7, 2026, City Commission meeting and requested additional signage and display opportunities, including A-frame signage. While a holistic sign code review to identify and recommend updates is on the six-month planning horizon, expanding the allowable use of A-frame signage is a step which can be taken at this time. In addition to these business owners, others have requested additional signage and display opportunities to ensure their businesses' locations, services, and offerings are given additional visibility.

In 2020, in response to business owners' requests to City Commissioners and staff members for additional advertising flexibility, Temporary Promotional Activities (TPAs) were authorized for twenty-one days of outdoor promotional activities per year through Ordinance 2020-11. TPA permits may be sought to allow outdoor displays, food tastings, product demonstrations, and similar activities under tents or canopies, or TPAs may simply be utilized to display two banners at a time. The following year, the TPA provision was expanded, through Ordinance 2021-06, to allow newly opened businesses to conduct TPAs for an additional fourteen days if utilized within 90 days of obtaining their Certificate of Use. Though no permit cost is currently associated with applying for or obtaining a TPA permit, only 18 have been utilized since these two ordinances were approved. While four of these TPAs were conducted for outdoor displays of merchandise, and one smoothie sampling event was held, 13 TPAs have been utilized simply to display additional signage at the business, demonstrating the high value placed by local businesses on temporary signage as a means of advertising.

Moreover, A-frame signage would provide a daily and constant additional signage option for businesses in Daytona Beach Shores.

B. Staff Analysis

Municipal sign codes allow for many kinds of communication while preserving safety and aesthetics. Providing pathways for businesses to communicate with clients and customers through local sign codes is essential for business vitality and continuity, according to *Zoning Practice (Vol. 11-19)*, a periodical published by the American Planning Association.

Current Daytona Beach Shores sign code, found in Appendix G – *Land Development Code*, Chapter 6, allows banners or other temporary signs to be employed by businesses for approximately 6 months per year, but imposes timing constraints, requires that six or more permits be obtained, and can have a cumulative cost up to $280.00 per year. Furthermore, A-frame signs, while allowed by existing sign code, may only be permitted for up to 30 days per year.

At this time, there are 165 businesses in the General Commercial zoning districts of Daytona Beach Shores which include the *GC-1 Tourist-Oriented Commercial District*, the *GC-2 Retail/Service Commercial District*, and the *GC-RD General Commercial-Redevelopment District.* While approximately 64 of these businesses occupy buildings by themselves, approximately 101 businesses occupy spaces within 26 buildings on the west side of S. Atlantic Avenue. These businesses will need to communicate with neighboring businesses and property owners to place their signs both within their allowed locations and in order to meet the criteria established in this ordinance, especially that A-frame signs must not be placed within four feet of each other.

The changes made through this ordinance would provide a daily sign option for each qualified business in the identified zoning districts. The one permit-per-sign aspect of this ordinance would minimize cost and administrative activity for each business owner, while ensuring that all safety provisions are inspected and addressed.

A-frame sign code provisions include the following:

- Sign components are made of wood, metal or similar materials
- Sign faces are no larger than 6 square feet and overall sign structure may be no larger than 42 inches by 30 inches
- Sign faces are printed, painted, chalkboard, or accept chalkboard markers
- Sign placement does not impede pedestrian accessibility or egress
- Sign does not occupy any drive-path, parking space, or right-of-way
- Sign is on the business' property and is not within 2 feet of the property line or within 4 feet of another A-frame sign
- Sign must be weighted or anchored and must be brought inside when the business is closed and during inclement weather
- Signs may not have attachments like balloons, lights, or fluttering devices
- Ordinance 2026-05 and the subject A-frame sign regulations sunset in 12 months. However, the A-frame sign regulations will be revisited in the above-mentioned comprehensive sign code update, which will occur prior to the sunset date.

LEGAL REVIEW:

RECOMMENDATION:

The Planning & Zoning Board unanimously recommended approval of Ordinance 2026-05, at the May 15, 2026, meeting.

Staff recommends approval of Ordinance 2026-05, as presented.

SUGGESTED MOTION:

A City Commissioner may make a recommendation as follows:

1. "I move to approve Ordinance 2026-05, as presented."
OR
2. "I move to approve Ordinance 2026-05, with the following amendments..."
OR
3. "I move to approve Ordinance 2026-05, on the basis of the following..."

ATTACHMENT:

1. Exhibit A
2. Exhibit A - Ordinance 2026-05
3. Exhibit B
4. Exhibit B - Business Impact Estimate Form Ord. 2026-05

Exhibit A

Ordinance 2026-05

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO ADDITIONAL SIGNAGE ALLOWED FOR BUSINESSES; AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX G - LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-5 ENTITLED "SIGNS AND ADVERTISING DEFINITIONS", BY CREATING A DEFINITION FOR A-FRAME SIGNS; AMENDING SECTION 6-8. ENTITLED "PERMITTED SIGNS"; AMENDING SECTION 6-9. ENTITLED "DISTRICT REGULATIONS"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A TERMINATION 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, multiple requests have been made by City of Daytona Beach Shores businesses owners to the City Commission and staff of the City of Daytona Beach Shores for additional daily signage to attract more customers to their businesses; and

WHEREAS, the City Commission of the City of Daytona Beach Shores understands and recognizes the importance and significance of signage as a method of business advertising and communication in the context of the current economic times; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that this ordinance will enhance the economic well-being of the City as a place to conduct business; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the size, height, and other characteristics of signs can magnify their adverse impacts on both traffic safety and aesthetics; and

WHEREAS, the regulation of signage for purposes of aesthetics has long been recognized in controlling law and sound planning practices and principles as advancing the public welfare; and

WHEREAS, the City Commission of the City of Daytona Beach Shores is committed to preserving the aesthetic beauty and ambiance of the City**;** and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the City's *Land Development Code* and its signage regulations were intended to maintain and improve the quality of life for all citizens of the City, and to implement the City's *Comprehensive Plan*; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the provisions of this Ordinance will serve to limit hazardous situations, as well as confusion and visual clutter otherwise caused by the proliferation, improper placement, excessive size, and distracting characteristics of signs which compete for the attention of pedestrian and vehicular traffic; and

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

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

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 ~~strikesthrough~~ 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 2-5. entitled “Signs and advertising 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. 2-5. Signs and advertising definitions.

In addition to the following definitions, all general definitions shall apply to the regulation of signs and advertising:

***

Sign, A-frame: A ground-based, freestanding, movable sign comprised of two sign faces or panels, joined at the top, which resembles the letter A’s shape in profile. A-frame signs are also known as sandwich board signs.

***

Sign, portable (promotional): Any mobile or portable sign or sign structure that is not permanently attached to the ground or to any structure and which is not an A-frame sign or sandwich board sign. This definition shall include trailer signs~~, A-frame signs, sandwich signs~~ and vehicles whose primary purpose is advertising.

***

Code of Ordinances of the City of Daytona Beach Sores, Appendix G – Land Development Code, Chapter 6. Signs and Advertising.

***

Sec. 6-8. Permitted signs.

The following allowed signs require a sign permit from the City's Building Official pursuant to section 6-3 of the Land Development Code.

***

19. *A-frame signs*. One (1) A-frame sign may be placed, after an approved City of Daytona Beach Shores sign permit is obtained for a business with an issued Certificate of Use, at every building or storefront in GC, MXD, and TC-MUPUD zoning districts, provided it meets the following criteria:

    a. The sign is two-paneled with each face no larger than six (6) square feet

    b. The sign's frame, base, supports, legs, and feet are made of durable metal, wood, or similar materials approved by the Administrative Official.

    c. The sign's faces are either professionally printed or painted, are chalkboards, or are a surface designed to accept chalkboard markers.

    d. The sign is placed within twelve (12) linear feet of the front door of the business or elsewhere on the property as approved by the Administrative Official, providing its placement does not impede pedestrian accessibility or egress as required by controlling law.

    e. The sign is not placed in any parking space, drive path, or right-of-way, or within (2) feet of any property line. The sign may not be placed within the line-of-sight triangle of any intersection or driveway.

    f. The overall sign including all components, such as, but not limited to, sign faces, frame, base, supports, legs, feet, and handle(s), is no taller than forty-two (42) inches and no wider than thirty (30) inches.

    g. The sign may not have any attachments, such as, but not limited to, balloons, flags, spinners, fluttering devices, or lights.

h. The sign is not used primarily as a help wanted announcement.

i. A-frame signs may only be outdoors while the business is open and must be stored indoors while the business is closed and during inclement weather.

j. A-frame signs shall be weighted or anchored in a low-profile manner which blends into the surrounding ground-cover, provided the weighting or anchoring method does not create a trip-hazard and is not utilized as an attention-getting device.

k. No A-frame sign may be placed within four (4) feet of another A-frame sign, even if both signs are placed within their respective approved location areas.

Once permitted, inspected, and approved by the City as meeting the aforementioned criteria, the A-frame sign may be placed daily, within an approved location, without re-permitting unless and until the sign is replaced, the sign permit is revoked, or an additional sign location is being requested. At such time, another permit must be obtained and the sign must be inspected and approved prior to use of the new sign or sign location. An A-frame sign permit will be revoked by the City if the previously approved sign has been substituted with any other sign(s), is occupying a location other than those approved under the current permit, has become worn or deteriorated, or has received at least three warnings due to being left outside on three or more occasions when the business is closed. A new A-frame sign permit must be applied for and obtained prior to re-placement of an A-frame sign.

~~19.~~ 20. *City Franchise Signs*. A city franchise sign may be erected subject to the following requirements:

***

Sec. 6-9. District regulations.

No sign shall be allowed except as provided in this chapter. It is prohibited and unlawful to erect or maintain a sign in violation of the provisions of this ordinance.

Classification	RSF-1	RSF-2	RMF-1	RMF-2	RMF-3	T	MXD	GC-1	GC-2	GC-RD	MUPUD
A-Frame Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes[1]
Political Signs	yes	yes	yes	yes	yes	yes	no	yes	yes	yes	no
Construction Signs	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Development Signs	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes
Future Improvement Signs	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes
Private Directional Signs	no	no	yes	yes	yes	yes	yes	yes	yes		
Real Estate Signs	yes	yes	yes	yes	yes	yes	yes	Condition A	Condition A	Condition A	Condition A
Wall Signs	no	no	no	no	no	yes	yes	yes	yes	yes	yes
Projecting Signs	no	no	no	no	no	yes	yes	yes	yes	yes	yes
Roof Signs	no	no	no	no	no	no	no	no	no	no	no
Portable Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Marquee Signs	no	no	yes	no	no	yes	yes	yes	yes	yes	yes
Off-Site Signs	no	no	no	no	no	no	no	no	no	no	no
Public Information Off-Site Directional Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Shopping Center Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Identification Signs	no	no	yes	yes	yes	yes	no	no	no	no	no
Wall Graphics Murals	no	no	no	no	no	yes	no	yes	yes	yes	no

Outdoor Advertising Signs	no	no	no	no	no	no	no	no	no	no	no
Spectacular Signs	no	no	no	no	no	no	no	no	no	no	no
Subdivision Signs	yes	yes	no	yes	yes	no	no	no	no	no	no
Banner Signs/Flags, Festoons	no	no	no	no	no	yes	yes	yes	yes	yes	yes
							Condition E	Condition E	Condition E	Condition E	
Vehicles Signs							no			no	no
Animated Signs	no	no	no	no	no	no	no	no	no	no	no
Monument Sign	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes

[1] Such signs shall be permitted through the Master Sign Plan under the Master Planned Unit Development Plan.

***

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: NON-CODIFICATION. The provisions of this Ordinance, including its recitals, shall not be codified.

SECTION FIVE: SUNSET AND TERMINATION. Section 2 of this ordinance shall sunset and be automatically repealed twelve (12) months after the effective date of this Ordinance, unless, prior to the Sunset Date, the City Commission reviews and adopts legislation extending the provisions of Section 2 of this Ordinance.

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

SECTION SEVEN: 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 EIGHT: 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

Business Impact Estimate Form

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 ADDITIONAL SIGNAGE ALLOWED FOR BUSINESSES; AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX G - LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-5 ENTITLED "SIGNS AND ADVERTISING DEFINITIONS", BY CREATING A DEFINITION FOR A-FRAME SIGNS; AMENDING SECTION 6-8. ENTITLED "PERMITTED SIGNS"; AMENDING SECTION 6-9. ENTITLED "DISTRICT REGULATIONS"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A TERMINATION DATE.

Applicable Exemptions:

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

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.*

☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

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

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

Daytona Beach Shores proposed Ordinance 2026-05 adds a definition for "A-frame signs" and allows a daily A-frame sign at each business after a permit is obtained for said sign, without requiring additional, time-dependent permits for the same sign. The public health, safety, and welfare will be benefitted by this ordinance as it increases the daily sign allowance per business, increasing exposure and affording a greater opportunity for viability. Business viability could reduce business turnover, thereby reducing the number of vacant buildings and storefronts in the City. The public health, safety, and welfare will also be benefitted by this ordinance through the safeguards placed to ensure safe placement and use of the signs.

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:

Most temporary signage in the City currently requires a $56.00 permit per 30-day display period. While a permit will still be required, only one $56.00 permit fee will be required for the life of the sign.

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

No new fees or charges will be imposed on businesses as a result of this ordinance being enacted. Permits for other non-permanent signs are charged similarly. No business is required by the City to utilize an A-frame sign.

(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:

The City's regulatory costs are not expected to be altered, nor revenues increased,

because no new charges or fees will be imposed through this proposed ordinance. Businesses currently paying for multiple banner signs or other temporary signs per year may realize a cost savings by using one-permit A-frame signs as they may seek fewer temporary sign permits, overall.

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

Approximately one-hundred sixty-five (165) businesses could utilize this ordinance. This total includes all businesses located in the City's three Commercial zoning districts and any business which may be opened in the City's Mixed-Use zoning districts.

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

Enactment of this ordinance will guarantee a twelve (12)-month utilization period of these A-frame sign rules. Broad changes are being proposed to the City's sign code, so an expiration date was included in this ordinance. This is to avoid possible conflicts with any aspects of those comprehensive changes, but the general allowances of this ordinance are expected to be presented as a part of the proposed updated sign code.

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
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2026-06 Approval of City Hall Wind Retrofit HMGP Grant

SYNOPSIS:

This grant was applied for in October 2023 after Hurricane's Ian and Nicole devastated our area. The purpose of this Hurricane Nicole Hazard Mitigation Grant is to provide protection to City Hall through building opening protection; storm wind shutters.

The grant is funded through the Hazard Mitigation Grant Program (HMGP) DR-4680-054-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

FEMA awarded this project on March 29, 2026; and the Period of Performance for this project shall end on January 31, 2028.

Funding Summary Totals
Federal Share: $103,500.00 (47.47%)
Non-Federal Share (City): $114,542.00 (52.53%)
Total Project Cost: $218,042.00 (100.00%)

FISCAL IMPACT STATEMENT:

The city is responsible for 52.53% of the total project of $218,042.00 for City Hall Wind Retrofit. The city's share has been approved in the FY 25-26 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the approval of Resolution 2026-06.

SUGGESTED MOTION:

Move to approve Resolution 2026-06 as presented.

ATTACHMENT:
1. Resolution 2026_06 HMGP City Hall Wind Retrofit Grant Approval
2. 4680-054-R-For_Execution

RESOLUTION 2026-06

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ACCEPTING A $103,500.00 GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION; APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (GRANT AGREEMENT #H1294) FOR THE PURPOSE OF PURCHASING AND INSTALLING PERMANENT ROLL-DOWN SHUTTERS ON ALL EXTERIOR OPENINGS OF CITY HALL; APPROVING THE 52.53% MATCH OF $114,542.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores has been awarded a $103.500.00 grant from the Federal Emergency Management Agency for the purchase and installation of permanent roll-down shutters on all exterior openings of City Hall and grant management costs; and

WHEREAS, this grant is a 47.67% Federal and 52.53% local funding grant of which the city's share is $114,542.00; and

WHEREAS, this grant allows the city to have hurricane wind protection for City Hall for times of emergency; and

WHEREAS, the city must approve and enter into the standard grant agreement (Contract #H1294) with the State of Florida Division of Emergency Management in order to receive the grant; and

WHEREAS, the City Commission of the City of Daytona Beach Shores desires to accept the grant funding from the State of Florida Division of Emergency Management and enter into a grant agreement with the State of Florida Division of Emergency Management.

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

SECTION ONE: The City Commission of the City of Daytona Beach Shores, Florida, hereby accepts Grant Agreement H1294 and accepts the State of Florida Division of Emergency Management grant in the amount of $103,500.00 for the purchase and installation of permanent roll-down shutters on all exterior openings of City Hall and grant management costs;

SECTION TWO: The City Commission of the City of Daytona Beach Shores hereby approves the 52.53% match for the City Hall Wind Retrofit Project as budgeted in Resolution 2025-17 FY 25-26 budget on September 23, 2025;

SECTION THREE: The City Manager is hereby authorized to execute all necessary applicable documents and agreements.

SECTION FOUR: This resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FL

_____
NANCY MILLER, MAYOR

_____ _____
MICHAEL D. 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.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Daytona Beach Shores
PROJECT #:	4680-054-R
PROJECT TITLE:	City of Daytona Beach Shores, City Hall, Wind Retrofit
HMGP CONTRACT #:	H1294
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Lory Irwin **Finance Director** **2990 S. Atlantic Avenue** **Daytona Beach Shores, FL 32118**

Enclosed is your copy of the proposed contract(s)/modification(s) between **Subrecipient** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-570-2909 or email me at **Renee.Singh@em.myflorida.com**.

Agreement Number: **H1294**

Project Number: **4680-054-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Daytona Beach Shores
Sub-Recipient's unique entity identifier (UEI/FEIN):	Z4MVCMLG2G63 / 596044103
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 9, 2026 through January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$110,398.07
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$110,398.07
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$110,398.07
Federal award project description (see FFATA):	Wind Retrofit
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

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

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

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

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

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

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

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

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

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

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

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

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-2909
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Lory Irwin
   Finance Director
   2990 S. Atlantic Avenue
   Daytona Beach Shores, FL 32118
   Telephone: 386-763-5328
   Email: lirwin@cityofdbs.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 9, 2026 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$110,398.07**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

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

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

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

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

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

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

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

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

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

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

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

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$110,398.07**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to City Hall, in Daytona Beach Shores, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-054-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Daytona Beach Shores, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to the City Hall building, located at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

The HMGP project scope of work proposes to complete the protection of the first-floor shutters by providing wind protection to unprotected doors. The existing roof is in compliance with current codes and it is not part of this project. The proposal is to provide wind protection for all windows and doors by installing new permanent roll-down shutters on all exterior openings.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12 months of the FEMA award date.

The project shall provide protection against 148 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	City Hall	2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118	(29.169190, -80.979180)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

e) Letter verifying if human remains or intact archaeological features or deposits were uncovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to the City Hall building in Daytona Beach Shores, Florida, by providing wind protection to unprotected doors. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12 months of the FEMA award date.

The project shall provide protection against 148 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
    a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
    b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) <u>Environmental:</u>

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-

Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. ***Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-

Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

10) Special Conditions required for the implementation of the project:

    a) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4680-054-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on March 9, 2026; and the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	1	Month
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	1	Month
Total Period of Performance:	**22**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$148,237.00	$70,365.02	$77,871.98
Labor:	$69,805.00	$33,134.98	$36,670.02
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$218,042.00**	**$103,500.00**	**$114,542.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$218,042.00**	**$103,500.00**	**$114,542.00**
****SRMC**			
SRMC:	$6,898.07	$6,898.07	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$6,898.07**	**$6,898.07**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $6,898.07 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$103,500.00	(47.467919025%)
Non-Federal Share:	$114,542.00	(52.532080975%)
Total Project Cost:	**$218,042.00**	**(100.00%)**
SRMC (100% Federal)	$6,898.07	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

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

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

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

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

(e) It will comply with:

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

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

(f) It will comply with

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

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

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

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

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

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

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

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

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

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

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

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

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

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

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

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

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

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

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

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

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

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

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

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

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

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

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

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

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

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

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

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

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

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

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

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

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

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

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

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

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

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

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

(8) Obtain all required permits.

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

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

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

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

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Daytona Beach Shores

REMIT ADDRESS: 2990 S. Atlantic Avenue

CITY: Daytona Beach Shores STATE: Florida ZIP CODE: 32118

PROJECT TYPE: Wind Retrofit PROJECT #: 4680-054-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1294

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 47.467919025%	Obligated Local Non-Federal 52.532080975%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Daytona Beach Shores PAYMENT #:

PROJECT TYPE: Wind Retrofit PROJECT #: 4680-054-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1294

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

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

[ ] **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Daytona Beach Shores **PROJECT #:** **4680-054-R**

PROJECT TYPE: Wind Retrofit **CONTRACT #:** **H1294**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Daytona Beach Shores
Sub-Recipient's Name

H1294
DEM Contract Number

4680-054-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-054-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 110,398.07

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: Z4MVCMLG2G63

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to the City Hall building, located at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

The HMGP project scope of work proposes to complete the protection of the first-floor shutters by providing wind protection to unprotected doors. The existing roof is in compliance with current codes and it is not part of this project. The proposal is to provide wind protection for all windows and doors by installing new permanent roll-down shutters on all exterior openings.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

Wind protection activities must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804. This methodology determines whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. A copy of the Hurricane Retrofit Building Assessment shall be provided to the Florida Division of Emergency Management within 12 months of the FEMA award date.

The project shall provide protection against 148 MPH winds for Risk Category III buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Project Locations:

ID#	Name/Station	Location	Coordinates

1)	City Hall	2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118	(29.169190, -80.979180)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

CITY COMMISSION AGENDA MEMORANDUM
JUNE 2, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Charter required annual review of City Manager performance and compensation.

SYNOPSIS:

As Per the Charter of the City of Daytona Beach Shores and Resolution 2019-22, the City Manager's Annual Evaluation will be summarized and presented to the Commission.

Sec. 3.03. Compensation and annual evaluation of manager.

The city commission shall establish the salary and other benefits of the city manager, and shall at least annually review the salary. On the occasion of the annual salary review the commission shall make a systematic evaluation of the performance of the manager which shall be made a matter of public record.

FISCAL IMPACT STATEMENT:

Dependent upon commission action

BACKGROUND:

The evaluation forms were given to the Commission for completion on May 27th. The forms were completed and are attached to the agenda. The average score was 4.975. The item is open for further discussion.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

At the City Commission's discretion

ATTACHMENT:

1. City Manager Evaluation Politis 2026
2. City Manager Evaluation Card 2026
3. City Manager Evaluation Conomos 2026
4. City Manager Evaluation Dembinsky 2026
5. City Manager Evaluation Miller 2026

CC2026-05-01

TO: City Commission

FROM: Cheri Schwab, City Clerk

SUBJECT: City Manager evaluation

DATE: May 5, 2026

Attached is your City Manager evaluation to complete. If you have any questions in completing the form, please do not hesitate to ask. Please remember to schedule your meeting with the City Manager in order to return the form to my office by May 27th.

City Manager Performance Evaluation Form 2026

Professional Skills	Place a mark in the box that applies				
	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					✓
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					✓
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					✓
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					✓
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					✓

City Manager Performance Evaluation Form 2026

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	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Financial Reporting: Provides the Commission with reports on the financial status of the City government in accordance with the Charter and requirements of the City Commission.					✓
Responsiveness: Responds in a timely manner to the requests of Commission and citizens.					✓
Dispute Resolution: Handles disputes or complaints involving citizens in an effective, equitable, timely and professional manner.					✓
Follows Direction: Understands and follows Commission's direction. Presents City Commission policies and positions on issues to the citizens, staff and organizations accurately, equitably, and effectively.					✓
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues about matters critical to the Commission's goals and policy-making role.					✓
Relationship with Commission: Develops and maintains an effective and professional dialogue with City Commission on a formal and informal basis.					✓
Access: Available to the Commission on official business either personally or through designated subordinates.					✓
Activities: Reports departmental and staff activities to the Commission.					✓

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Professional Skills	Place a mark in the box that applies				
	Unsatisfactory 1	Improvement needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.					✓
Personnel Management: Effectuates sound personnel selection and placement policies. Promotes and supports the "public service role" for City employees and emphasizes exemplary performance.					✓
Ethical Standards: Conforms to the highest standards of the profession.					✓
TOTAL POINTS ÷ 16 = 5	* total points will be amended if any score of N/A is given				

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

Communication is great. Makes sound, common sense decisions. Staff has respect for Mike.

B. Items the Manager does not currently do that his City Commission member would like him to start.

I can't identify anything.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

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Evaluator signature _____

Date 5/12/26

City Manager Performance Evaluation Form 2026

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Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					X
Decision Making/Judgment: Makes decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					X
Planning and Organization: Works with the City Commission developing long and short term goals and objectives; makes effort to carry out the goals and policies of the Commission; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.					X
Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.					X
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City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

B. Items the Manager does not currently do that his City Commission member would like him to start.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature _____

Date 5-27-26

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Ethical Standards: Conforms to the highest standards of the profession.					5
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City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

Continue to be the leader that he is. Based on his 30 plus years of experience with our city, City Manager Fowler is well suited to handle the duties and responsibilities of our city.

~~B. Items the Manager does not currently do that his City Commission member would like him to start.~~

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature

Date 5/27/2026

City Manager Performance Evaluation Form 2026

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Ethical Standards: Conforms to the highest standards of the profession.					X
TOTAL POINTS ÷ 16 = 5	* total points will be amended if any score of N/A is given				15

City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

CONTINUE TO COMMUNICATE AS HE DOES NOW

B. Items the Manager does not currently do that his City Commission member would like him to start.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

Evaluator signature S. DEMBINSKY

Date 5/27/2026

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Legislative: Advises the City Commission on relevant legislation and developments in the area of public policy.				4	
Budgeting: Provides operating and capital improvement plans and provides for short and long range plans that anticipate the needs of the community; presents an annual budget which meets the requirement of the Charter.					5

Mentor/Build additional Relationship w/ Legislatas

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City Commission Member Observations

A. Items the Manager does now that this City Commission member would most like him to continue.

Communication, Building Relationship with directors, let them Run their Depts. In case where director has personal issues, give clear feedback and follow up for understanding.

B. Items the Manager does not currently do that his City Commission member would like him to start.

Hold Skip level meeting 1-2 times a year with each dept, Breakfast Lunch, Determine them job Statisfaction, ways to improve.

C. Items the Manager does that this City Commission member would like him to discontinue or modify.

None

Evaluator signature Nancy J Miller

Date 5-26-26