



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING JULY 7, 2026

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Presentation of Domestic Violence Database by County Vice Chair & District 2 Councilman Matt Reinhart
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes June 2, 2026
 - B. City Commission Minutes June 18, 2026

7. CONSENT AGENDA:

- A. Public Safety Departmental Report May 2026
- B. Community Services Department Monthly Report - May 2026
- C. Executive Financial Report-May 2026

8. OLD 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

9. NEW BUSINESS:

- A. Ordinance 2026-06 Voluntary Annexation, 3108 Liberty Street
- B. Ordinance 2026-09 PROPOSING AN AMENDMENT TO THE CITY OF DAYTONA BEACH SHORES CITY CHARTER TO CHANGE THE NAME OF THE CITY TO "THE SHORES"
- C. Approval To Award RFP 2026-04-03 For The Public Safety HVAC Replacement Project To Air Mechanical & Service Corp & Budget Amendment
- D. Resolution 2026-09 Fund Balance Policy Updates
- E. Appointment of Voting Delegate for FLC Annual Conference
- F. Consideration to cancel the Regular Meeting on August 4th.

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

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

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

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

DOMESTIC VIOLENCE STATISTICS

APPROX. 10 MILLION PEOPLE EXPERIENCE SOME FORM OF DV ANNUALLY IN THE U.S. EACH YEAR.

ALMOST ONE IN TWO WOMEN (47.3% OR 59 MILLION) AND MORE THAN FOUR IN 10 MEN (44.2% OR 52.1 MILLION) IN THE UNITED STATES REPORTED CONTACT SEXUAL VIOLENCE, PHYSICAL VIOLENCE, AND/OR STALKING BY AN INTIMATE PARTNER AT SOME POINT IN THEIR LIFETIME.

ACCORDING TO STATISTICS GATHERED BY THE NATIONAL NETWORK TO END DOMESTIC VIOLENCE, IN 2022, THERE WERE 2,410 WOMEN KILLED IN SINGLE VICTIM/SINGLE OFFENDER INCIDENTS – AN AVERAGE OF MORE THAN SIX HOMICIDES EACH DAY. FOR KILLINGS WHERE THE RELATIONSHIP COULD BE IDENTIFIED, 87.5% OF FEMALE VICTIMS WERE MURDERED BY SOMEONE THEY KNEW; OF THESE, 58.1% WERE WIVES, EX-WIVES, OR GIRLFRIENDS.

REMEMBER THAT DOMESTIC VIOLENCE IS NOT JUST ISOLATED TO PHYSICAL ABUSE. IT CAN INCLUDE EMOTIONAL ABUSE, FINANCIAL ABUSE, ISOLATION AND STALKING. A LOT OF TIMES, THE ABUSE CARRIES ON TO THE CHILDREN AND PETS.

IN 2020, 106,515 CRIMES OF DOMESTIC VIOLENCE WERE REPORTED TO FLORIDA LAW ENFORCEMENT AGENCIES RESULTING IN ONLY 63,217 ARRESTS. DURING FISCAL YEAR 2020-21, FLORIDA'S CERTIFIED DOMESTIC VIOLENCE CENTERS PROVIDED 412,360 NIGHTS OF EMERGENCY SHELTER TO 10,287 SURVIVORS OF DOMESTIC VIOLENCE AND THEIR CHILDREN RECEIVED 72,321 DOMESTIC VIOLENCE HOTLINE CALLS FROM INDIVIDUAL SEEKING EMERGENCY SERVICES.

IN FLORIDA, DOMESTIC VIOLENCE OFFENSES RESULT IN APPROXIMATELY 200 DEATHS EACH YEAR, ACCOUNTING FOR APPROXIMATELY 20% OF MURDERS ANNUALLY. PERPETRATORS ARE TYPICALLY MEN, WHILE SURVIVORS ARE PREDOMINANTLY WOMEN. ONE-THIRD OF DOMESTIC VIOLENCE PERPETRATORS IN FLORIDA HAVE A KNOWN "DO NOT CONTACT" ORDER FILED

DOMESTIC VIOLENCE STATISTICS

AGAINST THEM, ONE-FIFTH HAD A PERMANENT INJUNCTION FOR PROTECTION FILED BY SOMEONE OTHER THAN THE SURVIVOR, ONE-THIRD WERE DIAGNOSED WITH MENTAL HEALTH DISORDERS, AND ONE-HALF HAVE A HISTORY OF SUBSTANCE USE DISORDERS.[]

MANY MORE SURVIVORS OF DOMESTIC VIOLENCE ARE NOT REPORTING THEIR ABUSERS TO THE POLICE OR ACCESSING SERVICES AT DOMESTIC VIOLENCE SERVICES DUE TO REASONS SUCH AS SHAME, FEAR, OR BEING PREVENTED FROM DOING SO BY THEIR ABUSERS. FOR THIS REASON, WE MAY NEVER KNOW THE TRUE EXTENT OF ABUSE IN OUR COUNTRY AND IN OUR STATE.

IN VOLUSIA COUNTY, THE RATE OF DOMESTIC VIOLENCE PER 100,000 PEOPLE IS 72% HIGHER THAN THE NATIONAL AVERAGE.

VOLUSIA COUNTY IS #4 IN THE STATE OF FLORIDA FOR DOMESTIC VIOLENCE. NOT A RATING/STATISTIC TO BE PROUD OF!

Domestic Violence Database Proposal

Core Proposal:

- I am requesting the development of a **Volusia County Domestic Violence Offender Database**, modeled in part after Savannah's Law in Tennessee.
- This would be a **local ordinance**, *not* yet a statewide mandate, tailored specifically to the needs of our community. The County has added this idea to the state legislation requests for 2027. Possible enhancement to HB277.
- The database would include **only individuals with two or more convictions** for qualifying domestic violence-related offenses.

Qualifying Offenses:

- Domestic violence
- Domestic assault
- Aggravated domestic assault
- Domestic abuse victim stalking
- Aggravated stalking
- Repeated violations of orders of protection

This ensures the focus is on **repeat offenders**, not individuals with a single incident.

Purpose and Public Safety Rationale:

- The goal is **simple and preventative**: give residents access to critical safety information **before entering into relationships or allowing someone into their home**.
- Relationship” should be broadly defined to include:
- Romantic relationships
- Caregivers entering homes (for children, elderly, or vulnerable individuals)
- This tool empowers residents to make **informed, safety-conscious decisions**.

Domestic Violence Database Proposal

Why This Matters:

- Domestic violence often follows **patterns of repeated behavior**.
 - Currently, accessing this type of information can be:
 - Difficult finding the information with the Clerk of Court due to the fact of having to research an individual's entire criminal history to discover any possible domestic violence violation/conviction.
 - A centralized, easy-to-use database would:
 - Increase transparency
 - Reduce risk
 - Potentially prevent future harm
-

Scope and Safeguards:

- This proposal is intentionally **narrow in scope**:
- Applies only after a **second conviction**
- Focuses on **serious, repeat offenses**
- The intent is **not punitive**, but **preventative and informational**.
- The system should be designed with:
- Accuracy and due process protections as it is received directly from the courts/Clerk of Court
- Clear criteria for inclusion
- Responsible public access

Domestic Violence Database Proposal

Accessibility and Ease of Use:

- The database should be:
 - **Simple to access** (e.g., online lookup tool)
 - **User-friendly** for the general public
 - Designed with **clarity, not complexity**
 - The goal is not to overwhelm users, but to provide **clear, actionable information**.
 - Free of charge to the public!
 - No cost to the taxpayer!
-

Alignment with Broader Legislative Efforts:

- As stated in the **Core Proposal**, this concept is already included in Volusia County's legislative request for the 2027 legislative session.
 - This local ordinance would:
 - Complement state-level efforts
 - Position Volusia County as a **leader in proactive public safety**
 - Allow us to act **sooner at the county level** while broader legislation is pursued
-

Closing Message:

- This is a **practical, focused, and preventative measure**.
- It prioritizes the safety of:
 - Individuals entering relationships
 - Families
 - Vulnerable populations receiving in-home care

By taking this step, Volusia County can provide residents with a **simple but powerful tool to protect themselves and their loved ones**. We also help other counties to do the same to protect their citizens.



June 11, 2026

Volusia County Council
123 W. Indiana Avenue
DeLand, Florida 32720

Re: Support for the Development of a Volusia County Domestic Violence Offender Database

Dear Chair and Members of the Volusia County Council,

On behalf of the Mayor and City Council of Edgewater we respectfully request your consideration of establishing a Volusia County Domestic Violence Offender Database as a proactive public safety measure to help protect residents and vulnerable populations throughout our community.

The proposed database would be limited to individuals with two or more convictions for qualifying domestic violence-related offenses, such as domestic violence, domestic assault, aggravated domestic assault, aggravated stalking, domestic abuse victim stalking, and repeated violations of protective orders. By focusing solely on repeat offenders, the database would address documented patterns of behavior while maintaining a narrow and responsible scope.

Domestic violence is often characterized by repeated offenses, yet information regarding offenders can be difficult for the public to access and is frequently scattered across multiple systems. A centralized, user-friendly database would provide residents with an additional tool to make informed decisions before entering into relationships, allowing individuals into their homes, or hiring caregivers for children, seniors, and other vulnerable family members.

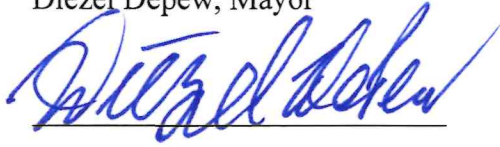
This proposal is intended to be preventative rather than punitive. Any database should include appropriate safeguards to ensure accuracy, due process, clear eligibility criteria, and responsible public access. The goal is to increase awareness and transparency while helping residents reduce risk and make informed decisions about their personal safety.

We understand that this concept may already be included within Volusia County's legislative priorities for the 2027 legislative session. Implementing a local program would complement broader legislative efforts, demonstrate Volusia County's commitment to public safety, and position our community as a leader in addressing domestic violence through practical and preventative measures.

We appreciate your consideration of this important initiative and encourage the County Council to explore its feasibility. By providing residents with access to critical safety information, Volusia County can take a meaningful step toward protecting individuals, families, and vulnerable populations throughout our region.

Respectfully,

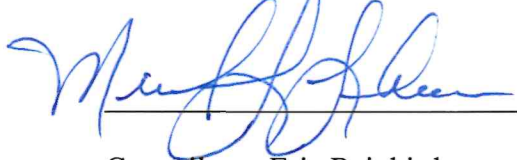
Diezel Depew, Mayor

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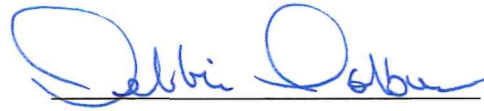
Councilwoman Charlotte Gillis

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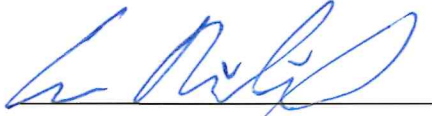
Councilman Mike Thomas

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Councilwoman Debbie Dolbow

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Councilman Eric Rainbird

A handwritten signature in blue ink, appearing to read "Eric Rainbird", written over a horizontal line.



CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 610-0400 • Fax: (386) 610-0406

June 26, 2026

Volusia County Council
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

Dear Members of the Volusia County Council:

On behalf of the City of Ormond Beach Commission, I am writing to express our support for the Volusia County Council's consideration of a domestic violence offender registry, an initiative spearheaded by Vice Chair Matt Reinhart to improve public awareness, strengthen accountability, and enhance protections for victims and families.

The proposed registry would require individuals convicted of domestic violence to register in a centralized database, similar in concept to existing offender registries. Making this information more accessible in one place could provide residents with an additional tool to make informed decisions while supporting law enforcement, victim advocates, and community partners.

We recognize that any registry should be developed carefully, with appropriate privacy safeguards, clear standards for eligibility, reliable information management, and a process that respects due process while prioritizing victim safety. With those protections in place, the registry could promote transparency, reduce repeat harm, and encourage broader discussion about how local governments can better address domestic violence.

The City of Ormond Beach appreciates Councilman Reinhart's leadership in bringing this issue forward and supports the Council's continued evaluation of a practical, effective approach that can help protect victims, inform the public, and strengthen community safety.

Sincerely,

Jason Leslie
Mayor, City of Ormond Beach

cc: Members, Ormond Beach City Commission
George Recktenwald, County Manager



July 7, 2026

Volusia County Council
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

Re: Support for the Development of a Volusia County Domestic Violence Offender Database

Dear Chair, Vice Chair, and Members of the Volusia County Council:

On behalf of the City of Daytona Beach Shores, I am writing to express our support for the Volusia County Council's consideration of a Domestic Violence Offender Database as a proactive public safety initiative designed to enhance awareness, strengthen accountability, and help protect victims and vulnerable members of our community.

Domestic violence is often characterized by repeated patterns of abuse, yet information regarding repeat offenders can be difficult for the public to locate and understand. As outlined in the proposal currently under consideration, the database would focus solely on individuals with two or more convictions for qualifying domestic violence-related offenses, providing residents with a centralized and accessible resource while maintaining a narrow and responsible scope.

A carefully developed database, supported by appropriate due process protections, clear eligibility criteria, and accurate information management, could serve as an additional tool to help individuals make informed decisions before entering into relationships or allowing caregivers and other individuals into their homes. This proposal is preventative rather than punitive, emphasizing public awareness and personal safety while respecting the legal rights of those included.

As a community served by a fully integrated Public Safety Department, the City of Daytona Beach Shores understands the importance of proactive measures that help

2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FL 32118

prevent violence before it occurs. We believe this initiative has the potential to complement existing victim advocacy efforts, support law enforcement, and provide residents with another resource to help reduce the risk of repeat domestic violence.

We appreciate Vice Chair Matt Reinhart's leadership in advancing this discussion and encourage the County Council to continue evaluating this proposal as a practical and thoughtful approach to improving public safety throughout Volusia County. Thank you for your consideration.

Sincerely,

Nancy Miller

Mayor of Daytona Beach Shores

cc: Daytona Beach Shores City Commission

MINUTES
CITY COMMISSION MEETING
June 2, 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 Stephan Dembinsky. **Excused:** Commissioner Mark Card.

Staff: City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Taylor Simonds, 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:

6. APPROVAL OF MINUTES

A. City Commission Minutes May 5, 2026

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Minutes of May 5, 2026.

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

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

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

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the consent agenda.

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

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

8. OLD BUSINESS:

- A. 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. Community Services Director Stewart Cruz explained that this was the second reading of the ordinance and there had been no changes to it. It is consistent with the settlement agreement between the city and Tuscany Shores.

Audience member Rick Brown felt the city had lost valuable ADA access to the beach.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2026-04 on second reading.

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

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

9. QUASI-JUDICIAL HEARING

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

All witnesses were sworn in for the hearing by the City Clerk. There was no ex-parte communication by the commission regarding the agenda item. City Planner Gwyn Herstein presented a brief staff report. Slides were shown of the location and various conceptual views. It was noted that the site plan was consistent with the Land Development Code. Ms. Herstein noted that the applicant had requested to waive the requirement for a dedicated public walkway to the city, and staff supported this request as there are other walkways in close proximity. There are three remaining items that need to be met prior to construction commencement. They are: 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.

Attorney Jessica Gow spoke for the applicant stating that they are actively working through the three outstanding conditions and felt they would be met.

Ms. Herstein requested two motions be entered, one for the waiver of the walkway and one for the site plan with the three conditions noted.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Accept the Regular Site Plan RSP-A25-0008.

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

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

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

The City Attorney read the ordinance by title only. City Planner Gwyn Herstein explained that in the future, city staff would be looking to overhaul the sign code, but did not want this new feature to wait. The proposed ordinance would allow A-frame signs to be utilized outside businesses who have requested a permit for them. Criteria for the signs including size maximums, materials, placement locations and times were all included. The Planning & Zoning Board recommended approval as well as city staff. Mayor Miller would like to see the signs kept in a neat fashion and not look smeared or untidy.

Audience member Rick Brown had safety concerns regarding the signs and inclement weather.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve Ordinance 2026-05 on first reading.

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

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

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

The City Attorney read the resolution by title only. Finance Director Lory Irwin explained that the grant would be for manual hurricane shutters for city hall. FEMA awarded the project this past March and the city's share would be \$114,542.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2026-06 on first reading.

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

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

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

Mayor Miller explained that this was an annual requirement per the City Charter. Even though the City Manager has not been in the position for a year yet, he still choose to move forward with the process. The average score 4.975. The commission congratulated CM Fowler on the work that was accomplished in just a few short months.

11. CITY ATTORNEY COMMENTS

There were no additional commnets from the City Attorney.

12. CITY MANAGER COMMENTS

City Manager Mike Fowler informed the commission that the city entered into a pending contract to purchase the vacant Bank of America building at a cost of \$1.8 million. The due diligence period is for 30 days and inspections were scheduled. A special meeting would need to be scheduled for approval. City staff recently applied for two opportunity zones with the governor's office. If they are approved, they could provide economic redevelopment opportunities. Staff had received numerous ideas to change the name of the city, so an informal survey was conducted. Over 500 residents voted and 65% were in favor of a name change. To accomplish this, a charter amendment would be required for the November ballot. If the commission was in favor, an ordinance would be drafted for the next meeting. The City Commission gave consensus to move forward with an ordinance. The City Manager began talking about the proposed property tax question that could be on the ballot in

November, stating it could have serious consequences for city services. Tax Collector, Will Roberts, provided a brief explanation stating that tax bills would still go out because there are other non-ad-valorem items on the invoice.

13. COMMISSION COMMENTS:

VM Politis complimented the City Manager on his leadership style and relationship with neighboring cities and the county. Mayor Miller provided information on upcoming events such as the movie series and the monthly concert.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Dan Morris from the Port Orange/South Daytona Chamber spoke about upcoming events. Tax Collector Will Roberts thanked the city for their tag art participation. It has enabled schools to receive additional funds to support art classes. Angie Gonzalez from Revive Salt Lounge was appreciative of the city, acting so fast on the A-frame sign. She felt it would help to increase her business. David Bagley from Soil & Water Conservation District invited the commission to an upcoming meeting on June 10th regarding the urban reforestation initiative.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

16. ADJOURNMENT:

The meeting ended at 7:05 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL FOWLER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
June 18, 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 Stephan Dembinsky. **Excused:** Mark Card.

Staff: City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Becky Vose by phone, Finance Director Lory Irwin, Recreation Director Nancy Maddox, Community Information Coordinator Madie McCallister, City Planner Gwyn Herstein, and Public Safety Director Mark Swanson.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Consideration of Purchase of 3046 South Atlantic Avenue

City Manager Mike Fowler provided a brief background on the property. He explained that the property had been vacant for several years and that the City first considered purchasing it in 2022. Due to its proximity to McElroy Park and the Public Safety Department, the property is considered a valuable asset to the City.

The City has entered into a contract to purchase the property for \$1,800,000, with a scheduled closing date of July 24. An appraisal valued the property at \$1,820,000. Inspections identified mold and other building deficiencies. The purchase is being made on an “as-is” basis; however, the owner completed minor repairs to the air-conditioning system, which had previously been inoperable.

Residents Richard Fetner and Don Ochlrich spoke in opposition to the purchase. They expressed concerns regarding the purchase price and suggested that other vacant properties within the City could be utilized without removing property from the tax roll.

Vice Mayor Politis acknowledged the concerns raised by the speakers but stated that the property’s location, contiguous to existing City-owned land, made it a strategic acquisition and a sound investment. Mayor Miller noted that many residents had encouraged the Commission to move forward with the purchase of the vacant building.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Purchase of 3046 South Atlantic Avenue.

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

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

B. Resolution 2026-07 Budget Amendment for the purchase of the property at 3046 South Atlantic for \$1,800,000

The City Attorney read the resolution by title only. Finance Director Lory Irwin explained that in order to purchase the property from the preceding agenda item, a budget amendment was required. She explained that one million dollars would be moved from reserves and the remaining \$800,000 would be moved from engineering costs for an EOC and improvements at St. Kitts Park.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2026-07 on first reading.

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

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

4. ADJOURNMENT:

Mayor Miller inquired if the upcoming Budget Workshop on July 28th could be moved from 4:00 pm to 12:00 pm. The Special Meeting would be held directly after. The remaining commission was in agreement with the time change. The Mayor provided details of upcoming events and that the candidates in the upcoming election were unopposed and would take office in November.

The meeting ended at 3:20 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL FOWLER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
JULY 7, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Rachel Rizza, Admin Asst

SUBJECT: Public Safety Departmental Report May 2026

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. may mnthly rppt26 signed



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 MAY 2026

	May-26	26/YTD	May-25	25/YTD
<i>Police Related Calls</i>	1,889	9,738	2,428	12,934
<i>Fire Related Calls</i>	100	442	45	377
<i>Rescue Related Calls</i>	87	372	68	323
<i>Fire Related Alarms Sounding</i>	27	89	19	106
<i>Traffic Citations</i>	172	987	265	1,154
<i>Written Warnings</i>	65	380	99	441
<i>Building Inspections</i>	36	454	68	359
<i>Arrests: Adults</i>	33	155	46	167
<i>Juveniles</i>	0	1	0	4
<i>City Ordinance Charges</i>	0	0	0	2
<i>Florida State Statute Charges</i>	36	174	53	198
<i>Accidents: Total</i>	14	73	15	95
<i>Street/Highway</i>	10	40	3	47
<i>Parking Lot</i>	4	33	12	48

Mark Swanson, Public Safety Director

OK MS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

MAY 2026 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	2	0
HAZARDOUS CONDITIONS	0	6	10
VEHICLE FIRES	0	2	1
BOAT FIRES	1	1	0
OTHER FIRES NOT LISTED	2	13	4
VEHICLE CRASHES W/ENGINE RESPONSE	1	19	5
SERVICE CALLS	67	209	189
FIRE ALARMS	27	89	58
OTHER MEDICAL	0	96	0
CANCELLED EN ROUTE	2	86	40
TOTALS	100	523	307

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	2	8	15	32	10	25
HOTEL/MOTEL	1	6	35	19	14	5
ASSEMBLY	0	1	6	6	3	1
MERCANTILE	3	3	22	18	12	11
RESTAURANT	1	0	6	3	6	0
BUSINESS	4	1	60	16	38	3
OTHER	0	0	213	2	65	1
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	4	2	54	62	24	10
TOTALS	15	21	411	158	172	56

CODE ENFORCEMENT - <i>Complaints, Inspections, Follow up</i>						
	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
SELF INITIATED	0	0	0	0	n/a	n/a
RECEIVED COMPLAINTS	5	2	0	0	n/a	n/a
INSPECTIONS	18	3	0	0	n/a	n/a
CODE BOARD HEARINGS	0	1	0	0	n/a	n/a
TOTALS	23	6	0	0	0	0

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

May 2026 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	48	187	117
BLS CALLS	39	156	206
TOTALS	87	343	323



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 May

<i>Norman Medders</i>	<i>5/4-5/6</i>	<i>Advanced Crime Prevention through Environmental design (CPTED) Orlando</i>
<i>Whitney Egan</i>	<i>5/10-present</i>	<i>EVOC Instructor Course Online (self-paced attending)</i>
<i>Jessee Smith</i>	<i>5/11-5/13</i>	<i>Detecting Deception DSC</i>
<i>Anthony Compierchio</i>	<i>5/27-5/29</i>	<i>Medical Foundations of Visual Systems Testing IPTM-Jacksonville (Grant Funded)</i>
<i>Jacob Smith Jessee Smith</i>	<i>5/27-5/29</i>	<i>Less Lethal Munitions/Chemical Munitions Instructor Jacksonville</i>
<i>Timothy Meineke</i>	<i>5/28-5/29</i>	<i>Finding the Leader in You VCS (Trust Funded)</i>



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 MAY 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 marine battery/ exhaust tip, gal pipe, gal shield	veh #209 Mobil Command Unit
Replace serpentine belt/stretch belt	veh #120
Replace front/rear brake pad/rotors	veh #140
Replace tire pressure sensor/ rear shocks/sun visor retainer clip	veh#175
Replace battery	veh #147
Replace wiper blades(2)	veh #205
Replace hood latch	veh #170
Replace DEF fluid	veh #113
Replace brake master cylinder/ brake light switch/pwr brake booster	veh#121
Replace DEF fluid/Strap buckle	veh# E-77
Replace wiper blade	veh #198
Replace wiper blade	veh #189



**CITY COMMISSION AGENDA MEMORANDUM
JULY 7, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - May 2026

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Monthly Report - May 2026
2. CSD Public Works & Sewer Divisions Monthly Report - May 2026

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – May, 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
Santellanes Residence	3343 South Atlantic Avenue, Unit 704	5/1	Install 10 motorized roll down hurricane shutters	\$43,537.00	\$439.62
Butcher Residence	3855 South Atlantic Avenue, Unit 1401	5/1	Install 3 hurricane shutters, (1) accordion and (2) electric	\$26,539.00	\$277.58
Colony Villas Condo	3750 South Atlantic Avenue	5/4	Replace TPO modified bitumen roof, buildings 1 & 2	\$120,750.00	\$1,175.64
SoNapa Grille	3162 South Atlantic Avenue	5/4	Demo ductwork	\$20,000.00	\$220.00
Savage Residence	3703 South Atlantic Avenue, Unit 205	5/5	HVAC change out	\$11,790.00	\$141.61
Bridenbough Residence	2903 River Point Drive	5/5	Add front and rear porches	\$18,000.00	\$198.34
Miller Residence	168 Key Colony Court	5/6	Remove and replace tile roof	\$43,200.00	\$436.40
Kinosz Residence	3013 South Atlantic Avenue, Unit 505	5/6	Install 3 motorized rolldown hurricane shutters	\$12,257.00	\$145.81
Arzenti Residence	3245 South Atlantic Avenue, Unit 1107	5/7	New kitchen and vanity counter tops, lower knee wall	\$34,240.00	\$350.99
Coats Residence	2947 South Atlantic Avenue, Unit 204	5/7	Replace impact windows	\$11,150.00	\$135.85
Hampton Inn	3135 South Atlantic Avenue	5/7	Form and pour new concrete plug on South side of wall	\$40,000.00	\$405.90

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Young Residence	3333 South Atlantic Avenue, Unit 1406	5/8	Replace HVAC system, like for like	\$10,701.00	\$131.81
Mittra Residence	1925 South Atlantic Avenue, Unit 710	5/12	Install 3 motorized rolldown hurricane shutters	\$10,684.00	\$131.65
Catsantonis Residence	2937 South Atlantic Avenue, Unit 1703	5/12	Replace 4 sliding glass doors	\$35,850.00	\$366.35
Karvasale Residence	2937 South Atlantic Avenue, Unit 804	5/12	Replace 2 sliding glass doors	\$17,950.00	\$197.88
Rivera Residence	2937 South Atlantic Avenue, Unit 2004	5/12	Replace 2 sliding glass doors	\$19,631.00	\$213.39
3101 South Atlantic LLC	3059 South Atlantic Avenue	5/12	Seal seawall separation with fiberglass sheathing	\$18,000.00	\$198.34
Shine Residence	161 Key Colony Court	5/12	Re-roof tile on single family residence	\$44,892.00	\$452.54
Shine Residence	160 Key Colony Court	5/12	Re-roof tile on single family residence	\$46,902.00	\$471.69
Collier Residence	130 Key Colony Court	5/12	Re-roof tile on single family residence	\$44,400.00	\$447.84
Gibson Residence	2055 South Atlantic Avenue, Unit 1407	5/12	Install roll down shutters on (2) openings	\$12,768.00	\$150.41
Voorn Residence	3855 South Atlantic Avenue, Unit 1103	5/12	Install (1) accordion shutter	\$11,950.00	\$143.05
Wahl Residence	3047 South Atlantic Avenue, Unit 2001	5/13	Replace 5 windows and 2 sliding glass doors	\$34,569.00	\$354.12
7-Eleven	3210 South Atlantic Avenue	5/13	Replace metal canopy	\$25,920.00	\$271.68
Davis Residence	3 Oceans West Boulevard, Unit 7C6	5/13	Remodel master and guest bathrooms	\$37,000.00	\$377.30
Bridenbaugh Residence	2903 River Point Drive	5/15	Replace metal roof	\$26,690.00	\$279.03
Piotrowski Residence	2937 South Atlantic Avenue, Unit 1705	5/15	Install 2 motorized rolldown hurricane shutters	\$10,815.00	\$132.84
Kutch Residence	2937 South Atlantic Avenue, Unit 1005	5/15	Install 5 motorized rolldown hurricane shutters	\$22,996.00	\$244.43
Hackett Residence	127 Key Colony Court	5/15	Remove and replace tile on single family residence	\$46,600.00	\$468.81
Liotta Residence	3003 South Atlantic Avenue, Unit 20A1	5/18	Install 3 motorized roll down hurricane shutters	\$13,800.00	\$159.70
Pollack Residence	3102 Liberty Street	5/18	Shingle roof for new single family residence	\$27,000.00	\$187.98
Pollack Residence	3102 Liberty Street	5/18	HVAC system for new single family residence	\$29,000.00	\$200.69
MAX Daytona	1906 South Atlantic Avenue	5/18	Install solar powered lights for overflow parking lot	\$16,310.00	\$122.86
Pollack Residence	3102 Liberty Street	5/18	Complete plumbing scope for new single family residence	\$26,500.00	\$184.81
Izbicki Residence	159 Key Colony Court	5/19	Change out 3 ton A/C system	\$11,096.00	\$135.37
Remax Realty	3340 South Atlantic Avenue	5/19	Change out 2 roof top units	\$23,000.00	\$244.46

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Lillitos Residence	3333 South Atlantic Avenue, Unit 503	5/19	Replace all water pipes in unit, replace plumbing fixtures	\$14,000.00	\$109.00
Shores Club Condo	3815 South Atlantic Avenue	5/19	Replace 28 windows, size for size	\$130,000.00	\$1,263.82
Cracchiolo Residence	4 Oceans West Boulevard, Unit 202D	5/20	Replace 6 windows and 2 sliding glass doors	\$21,000.00	\$226.01
Oceans Cloverleaf North	4 Oceans West Boulevard	5/21	Resurface pool tile, replace ladder	\$27,340.00	\$285.22
Westminster by the Sea Church	3215 South Peninsula Drive	5/21	HVAC replacement	\$10,370.00	\$128.83
Newcomer Residence	135 Key Colony Court	5/21	Shingle roof for single family residence	\$42,780.00	\$432.41
Poulin Residence	1 Oceans West Boulevard, Unit 15A6	5/22	Condo remodel, kitchen, bath, and flooring	\$13,800.00	\$159.70
Jebailey Residence	3047 South Atlantic Avenue, Unit 406	5/22	Tubs to showers, new kitchen and bath countertops	\$15,000.00	\$170.66
Schroeder Residence	3023 South Atlantic Avenue, Unit 1104	5/22	Replace 1 window and 4 sliding glass doors	\$31,650.00	\$326.30
Andreatta Residence	101 Florida Shores Boulevard	5/22	Shingle roof for single family residence	\$45,600.00	\$459.28
Fraternal Order of Eagles	3516 South Atlantic Avenue	5/26	Change out 15 ton condenser unit	\$11,690.00	\$140.71
Brown Residence	2967 South Atlantic Avenue, Unit 1405	5/26	Install 2 motorized rolldown hurricane shutters	\$10,016.02	\$125.65
Nanda Residence	3425 South Atlantic Avenue, Unit 1704	5/27	Install kitchen cabinets, tops, island, bathroom vanities	\$15,975.00	\$179.65
Dublin Loop LLC Property	2403 South Atlantic Avenue, Unit 201	5/27	Change out HVAC system	\$15,280.75	\$173.25
Hicks Residence	167 Key Colony Court	5/27	Re-roof and new gutters	\$37,938.00	\$386.25
Peters Residence	132 Key Colony Court	5/27	Re-roof single family residence	\$44,892.00	\$452.54
Nanda Residence	3425 South Atlantic Avenue, Unit 1704	5/27	Electrical remodel, replace fixtures and panel	\$28,000.00	\$194.34
Castaways Beach Resort	2043 South Atlantic Avenue	5/28	Replace front entrance door and curtain wall	\$51,550.00	\$516.01
Heard Residence	3145 South Atlantic Avenue, Unit 1001	5/28	Install 4 rollup hurricane shutters	\$14,170.00	\$163.03
Ocean Vistas Condo	1925 South Atlantic Avenue	5/28	Replace 2 lobby split systems	\$12,548.00	\$148.44
Bridenbaugh Residence	2903 River Point Drive	5/29	Renovate pool using existing shell and deck	\$45,000.00	\$453.56
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,645,086.77	\$16,691.88

Building Division Revenue by Permit Category:

PERMIT TYPE	MAY 2026	FISCAL YEAR-TO- DATE 2025 TO 2026	MAY 2025	LAST FISCAL YEAR-TO- DATE 2024 TO 2025
BUILDING	\$22,179.21	\$506,910.67	\$28,732.86	\$184,173.83
ROOF	\$5,650.41	\$25,357.15	\$1,636.37	\$35,090.45
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$2,338.02	\$30,791.49	\$4,054.70	\$31,942.92
MECHANICAL	\$4,171.94	\$30,823.39	\$3,005.85	\$33,849.32
PLUMBING	\$2,284.61	\$24,031.93	\$4,543.94	\$22,341.64
SIGN	\$320.00	\$1,584.00	\$144.00	\$1,747.97
POLITICAL SIGN BONDS	\$11.00	\$11.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$33.00	\$2,314.57	\$328.50	\$2,656.47
DEVELOPMENT FEES	\$220.00	\$4,029.00	\$25.00	\$2,175.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$37,208.19	\$625,853.20	\$42,471.22	\$313,977.60

Building Division Activities:

ACTIVITY	MAY 2026	FISCAL YEAR-TO- DATE 2025 TO 2026	MAY 2025	LAST FISCAL YEAR-TO- DATE 2024 TO 2025
INSPECTIONS	{160} + [0] = 160	1946	253	2082
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	1
FINAL INSPECTIONS	{99} + [0] = 99	1425	146	1312
FAILED INSPECTIONS	{1} + [0] = 1	84	28	135

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: \$27,807,457.46

Projects Begun Last Fiscal Year – 2024 to 2025: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2023 to 2024: \$24,944,320.00

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

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees and one electrician and one position that routinely assists the electrician, this division is down the assistant to 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: Sanded and cleaned the stainless window and door frames, repaired kitchen faucet, cleaned, sanded and painted outdoor hanging light cages
- Public Safety: Sanded and cleaned stainless window and door frames, evidence door and power boxes, hung frames in records, moved multiple pieces of furniture and filing cabinets, reorganized all blueprints and stacked them on shelving, worked on fire bay exit doors

- City Hall: Assisted with replacement AC unit, repaired lobby table
- Facility: Worked on tennis building garage door access pad

Electrician:

- Electrical Locates: 95
- Trouble shot the key switch for the fire shutter not working at Public Safety Department, called vendor for repair
- Installed new landscape lighting at City Hall
- Worked on lighting in the Public Safety Department sally port
- Removed a light pole in the 3800 block of S. Atlantic Avenue
- Replaced three light fixtures in tennis court parking lot
- Assisted with AC replacement at City Hall
- Installed turtle shields on 3 decorative poles
- Ran CAT5 cable from Public Safety Department briefing room to the jail copier room as requested by the IT division
- Replaced a broken socket, fuse and lamp on Oceans West Blvd bollards
- Repaired several decorative poles along S. Atlantic Avenue
- Replaced a ballast and lamps at Public Safety Department in the sleeping and gym areas
- Repaired broken fixture on the back patio at the Community Center
- Worked on the 2853 S. Atlantic Avenue Park lighting project
- Replaced fuses in the AC units at Public Safety Department gear room
- Trouble shot exhaust fans in the Public Safety Department fire bay
- Removed and replaced irrigation pump start relay at Oceans West Boulevard and S. Atlantic Ave

PARKS / STREETS DIVISION:

This division has twelve maintenance positions, including one custodial position, four street maintenance positions and seven park maintenance

positions. This month, the division is down one park maintenance position.

Normal monthly duties:

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

Additionally, this month:

- Replaced, straightened and installed street and stop signs throughout the city
- Assisted the electrician with numerous jobs during the month including but not limited to removing a light pole meter cover, tennis court light head repairs, turtle shields installations, light pole removal and street light repairs
- Assisted with AC unit install for city hall
- Assisted the park's division with mowing throughout the city
- Assisted building maintenance with moving furniture at Public Safety Department
- Installed a crosswalk sign for the Community Center building
- Patched cracks on the decorative walls at the Court of Flags
- Assisted with supervising an inspection at 3046 S. Atlantic Avenue

- Repaired the northwest fire bay entrance door at Public Safety Department
- Mounted a locket to the wall at Public Safety Department
- Painted the 3rd floor conference room at City Hall
- Dug out a storm drain on Oceans West Blvd.
- Added irrigation for the new plants at the Community Center
- Fixed cracks on the pickleball court
- Repaired irrigation at City Hall, Florida Shores Blvd, Public Works Facility and Oceans West Boulevard and S. Atlantic Avenue
- Set up for Public Works luncheon
- Fixed faucet and broken door hinge at the Van Avenue Park
- Replaced missing soap dispenser at Peck Park
- Removed and replaced a broken sunshade at the bocce ball courts
- Fixed broken playground equipment at the Beachcomber Park

SEWER DIVISION:

This division normally has four positions. One maintenance worker transferred from the Parks Division to fill the previously vacant Utility Tech position.

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 – 82
- Trained newly transferred employee on our division and system

- Gathered location information of low manholes after the repaving of Atlantic
- Handled two sewer credit pool meter reads
- Handled a sewer backup at 3632 S. Atlantic Avenue
- Patched a manhole at 3761 Cardinal Boulevard
- Trimmed trees and bushes around the lift stations



CITY COMMISSION AGENDA MEMORANDUM JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Executive Financial Report-May 2026

SYNOPSIS:

For May the city has \$18.3 million invested in UST in the General Fund and \$8.3 million in UST in the Enterprise Fund (Sewer). Total cash and investments total \$41.4 million: \$29.2 million in the General Fund and \$12.2 million in the Enterprise Fund.

The capital improvement fund is \$5,978,200 for the General Fund with \$378k utilized so far in FY 25-26. Utilization is at 7% due to the time of delivery of equipment, the procurement process, and grant regulations. The Enterprise Fund has utilized 5.2% of its budget.

General Fund revenue is 23.6% below this time last year due to insurance and FEMA reimbursement payments not expected this year. Expenses are 12% lower than this time last year. The Enterprise Fund shows a loss for the year but this is from the timing of fund transfers within the general ledger.

Currently the city has \$17,275,743 in unassigned funds in the General Fund and \$12,236,836 in unrestricted funds in the Enterprise Fund.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Copy of MBR 25-26 Pd 08 May

EXECUTIVE SUMMARY

Month Ending May, 2026

May, 2026

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$14,659,474	\$13,448,029	\$1,211,445	8%
General Fund Sub-Total	\$14,659,474	\$13,448,029	\$1,211,445	8%
Sewer Fund Operations	\$2,496,756	\$3,461,655	(\$964,899)	-39%
Sewer Fund Restricted Impact Fee	\$4,989	\$1,996	\$2,993	60%
Sewer Fund Sub-Total	\$2,501,745	\$3,463,651	(\$961,906)	-38%
TOTAL ALL FUNDS FISCAL YTD	\$17,161,219	\$16,911,680	\$249,539	1%

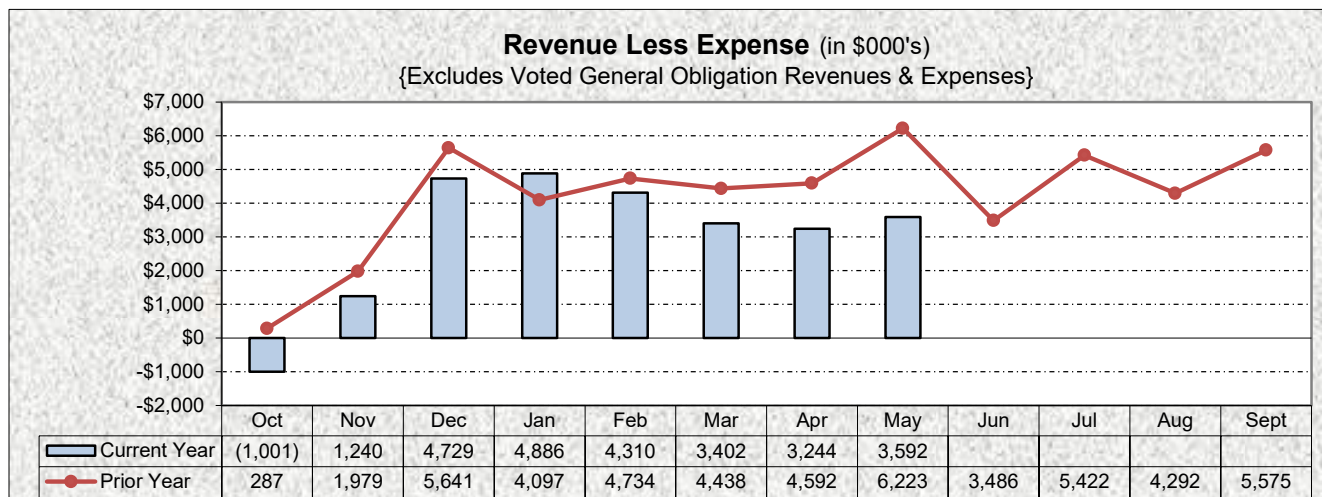
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$29,277,680	\$28,339,304	\$938,376	3%
Sewer Fund	\$12,199,812	\$12,771,416	(\$571,604)	-4%
Sub-Total Operating Funds	\$41,477,491	\$41,110,720	\$366,771	1%
TOTAL ALL FUNDS	\$41,477,491	\$41,110,720	\$366,771	1%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$4,009,310	(\$646,321)	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,020,492	(\$586,738)	
PROJECTED FYE NORMALIZED CASH FLOW	\$5,029,801	(\$1,233,059)	\$3,796,743

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

Month Ending May, 2026

NON-G.O. FUNDS	May, 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	\$24,519	\$14,659	\$18,220	(\$3,561)	-20%
General Fund Capital	\$4,792	\$2,381	\$0	\$2,381	
Utility Fund	\$43,675	\$2,497	\$1,754	\$743	42%
Utility Fund Capital	\$2,045		\$0	\$0	
Total Revenues & Appropriations	\$75,031	\$19,537	\$19,974	(\$437)	-2%
Expenses ('000s)					
General Fund Less Capital	\$24,619	\$13,120	\$12,140	\$980	8%
General Fund Capital	\$4,692	\$328	\$1,823	(\$1,495)	-82%
Utility Fund	\$20,644	\$2,168	\$1,572	\$596	38%
Utility Fund Capital	\$25,076	\$1,293	\$0	\$1,293	
Total Expenses & Appropriations	\$75,031	\$16,910	\$15,535	\$81	1%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,592	\$4,256	(\$665)	(\$0)
Utility Fund	\$0	(\$965)	\$181	(\$1,147)	-634%
Revenue Less Expense	\$0	\$2,627	\$4,437	(\$1,812)	-41%



General Fund Detail Budget Report

Month Ending May, 2026

	May, 2026		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,430,400	9,837,888	9,153,932	683,956	7.47%
Business Taxes	98,000	96,143	105,561	(9,418)	-8.92%
Utility Taxes	1,070,000	708,167	578,632	129,535	22.39%
Permits & Franchise Fees	1,160,500	733,542	605,977	127,565	21.05%
Intergovernmental	2,903,500	302,564	270,442	32,121	11.88%
Donations	-	-	1,235	(1,235)	-100.00%
Charges for Services	2,024,100	1,663,675	1,409,177	254,498	18.06%
Fines & Forfeitures	105,000	53,704	32,045	21,660	67.59%
Non-G.O. Interest	45,000	86,484	241,319	(154,836)	-64.16%
Unrealized Investment G/(L)	450,000	372,262	-	372,262	
Miscellaneous & Fixed Asset Sales	70,500	67,045	1,251,832	(1,184,787)	-94.64%
Internal Services	1,110,400	738,000	734,008	3,992	0.54%
Non G.O. Transfer In-Fund Balance	5,051,550	-	4,816,000	(4,816,000)	-100.00%
Non-G.O. Gen. Fund Revenue	\$24,518,950	\$ 14,659,474	\$ 19,200,160	\$ (4,540,686)	-23.65%
Non-G.O. CAPITAL Revenue	4,791,700	2,380,500	-	2,380,500	
Total Non-G.O. Revenue	29,310,650	17,039,974	19,200,160	(2,160,186)	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	228,000	150,309	102,784	47,525	46.24%
Executive	983,200	528,196	426,982	101,213	23.70%
Finance	774,400	430,668	355,430	75,238	21.17%
Legal Counsel	185,100	78,332	66,051	12,282	18.59%
Comp. Planning	150,600	84,023	72,103	11,920	16.53%
Information Technology	922,100	709,865	392,320	317,545	80.94%
Other Gov't Services	59,000	340	4,995	(4,655)	-93.19%
Public Safety-Admin	1,758,200	1,141,283	908,425	232,858	25.63%
Public Safety-Patrol/Rescue/CID	7,125,100	3,555,222	2,783,397	771,825	27.73%
Public Safety-Auto Maint.	198,900	119,224	89,525	29,699	33.17%
Public Safety Operations	9,082,200	4,815,729	3,781,347	1,034,382	27.35%
Building Dept.	649,900	391,858	297,765	94,093	31.60%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,671,500	1,105,852	913,834	192,018	21.01%
Public Works-Admin	543,000	371,885	323,797	48,087	14.85%
Public Works-Bldg. Maint.	644,800	338,684	259,787	78,897	30.37%
Public Works-Streets	958,700	457,138	438,722	18,416	4.20%
Public Works Operations	2,146,500	1,167,706	1,022,306	145,400	14.22%
Human Resources	240,000	75,585	26	75,559	290611.54%
Parks & Rec	1,068,850	456,404	270,499	185,905	68.73%
Community Center	629,000	408,051	350,567	57,485	16.40%
Economic Development Programs	100,000	29,609	9,335	20,274	217.17%
Contingency/Transfers	5,330,400	2,380,500	4,816,000	(2,435,500)	-50.57%
Long-Term Debt	398,200	307,271	237,273	69,998	29.50%
Non-G.O. Operations Expense	24,618,950	13,120,299	13,119,618	681	0.01%
Non-G.O. CAPITAL Expense	4,691,700	327,730	2,140,837	(1,813,107)	-84.69%
Total Non-G.O. Expense	29,310,650	13,448,029	15,260,455	(1,812,426)	-11.88%
Non-G.O. Revenue Less Expense	\$ -	\$ 3,591,945	\$ 3,939,705	\$ (347,760)	-8.83%

Utility Fund Detail Budget Report

Month Ending May, 2026

Fund 401			VERSUS PRIOR YEAR TO DATE		
	May, 2026			Vs. Prior Yr.	
	Current Budget	Current YTD Actual	Prior YTD Actual	Favorable / (Unfavorable)	% vs. Prior Year
<u>Operations Revenues</u>					
Charges for Services	\$ 4,400,400	\$2,313,359	\$2,124,190	\$189,169	9%
Interest	105,000	180,978	170,408	10,570	6%
Grants	22,591,400		0	0	
Approp. Ret. Earnings & Debt Proc.	16,578,000		1,060,500	(1,060,500)	-100%
Transfer from Fund Balance	\$ 2,045,300	2,418	0	2,418	
Total Operating Revenues	\$ 45,720,100	\$2,496,756	\$3,355,098	(\$858,342)	-85%
<u>Operations Expenditures</u>					
Sewer Operating Incl. Depreciation	\$ 4,066,400	\$2,168,391	\$3,198,258	\$1,029,867	32%
- Less Debt Service Principal [a]	16,578,000		0		
- Less Not Offset Capital Expense [b]					
Transfers to Capital Fund	25,075,700	1,293,264	0		
Total Operating Expense	\$ 45,720,100	\$3,461,655	\$3,198,258	\$1,029,867	32%
Operations Margin	\$ -	(\$964,899)	\$156,840		
% Gain/(Loss)		-28%	5%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 4,926	\$3,359	\$1,567	47%
Impact Fee Interest	100	63	81	(18)	-22%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 4,989	\$ 3,440	\$ 1,549	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	\$ 1,444	\$ 1,549	107%
% Gain/(Loss)		150%	72%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 45,736,200	\$2,501,745	\$3,358,538	(\$856,793)	
TOTAL FUND Expense	\$ 45,736,200	\$3,463,651	\$3,200,254	\$263,397	
FUND Revenue Less Expense		(\$961,906)	\$158,284	(\$593,396)	

[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 May, 2026

Department	Description	Budgeted*	Paid
60645 Lease	Lease	1,286,500	-
30100 GF Improvements	Improvements	82,500	87,905
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		3,480,000	159,195
32200 GF Leisure Capital	Improvements, Machinery	454,200	21,429
601 Forfeiture	Machinery/Equipment		
GENERAL FUND TOTAL		5,978,200	327,730
40800 SWR Equipment	Equipment	505,000	132,660
40900 SWR Improvements	Improvements	24,570,000	1,158,186
	Capital Offset to Depreciation Exp	(25,075,000)	(1,290,846)
GRAND TOTAL		5,978,200	327,730

INVESTMENT REPORT
Month Ending May, 2026

Policy Restrictions

Investment	May, 2026	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	64.3%	Yes
Cash & CDs	CASH			None	35.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 648	4.48%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 648	4.48%	0%
TOTAL SBA						\$ 1,296		0.0%
U.S. Treasury Bill	912797TD9	6/18/2026	Investment	USGS	General Fund	\$ 1,900,734	2.55%	5%
U.S. Treasury Bill	912797UX3	5/13/2027	Investment	USGS	General Fund	\$ 2,221,632	3.61%	5%
U.S. Treasury Bill	912797UX3	11/29/2024	Investment	USGS	General Fund	\$ 6,051,100	3.61%	15%
U.S. Treasury Bill	912797TV9	2/18/2027	Investment	USGS	General Fund	\$ 4,093,646	3.45%	10%
U.S. Treasury Bill	912797EU5	4/15/2027	Investment	USGS	General Fund	\$ 4,096,388	3.57%	10%
U.S. Treasury Bill	912797UK1	10/15/2026	Investment	USGS	General Fund	\$ 1,902,589	2.68%	5%
U.S. Treasury Bill	912797SU2	11/28/2026	Investment	USGS	Sewer Fund	\$ 1,714,486	2.73%	4%
U.S. Treasury Bill	912797TN7	11/28/2026	Investment	USGS	Sewer Fund	\$ 2,925,719	2.22%	7%
U.S. Treasury Bill	912797SX6	7/16/2026	Investment	USGS	Sewer Fund	\$ 1,756,466	1.81%	4%
TOTAL US TREASURIES						\$ 26,662,759		64.3%
Bank of America	004537065882		Cash	CASH	Working Cash	\$ 11,851,324	0.75%	29%
Bank of America	005562564319		Cash	CASH	Sewer Operating	\$ 1,854,147	0.75%	4%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 11,000	0.75%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 923,503	0.75%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 113,748	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,727	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,988	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 14,813,437		35.7%

TOTAL CURRENT VALUE @ PERIOD END	\$41,477,491
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	2.0213%

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)	\$ 29,277,680	\$ 29,271,089	\$ 28,339,304	\$ 25,268,370
Sewer Fund	\$ 12,199,812	\$ 12,616,205	\$ 12,771,416	\$ 12,846,133
TOTAL	\$ 41,477,491	\$ 41,887,294	\$ 41,110,720	\$ 38,114,503
Percent Change for Current	N/A	-1.0%	0.9%	8.8%

Month Ending May, 2026

May, 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%	\$ 648		\$27
BoA	Cash-Pool Cash Account (5882)		0.75%	\$ 11,851,324		\$88,885
	<i>Includes Contraband Pool Cash</i>			\$ 45,552		\$0
	<i>Includes Economic Development Cash</i>			\$ 503,263		\$0
	<i>Includes Capital Improvement Funds</i>			\$ 3,519,174		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,811,171)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,988	0.15%	\$ 36,988	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$923,503	0.75%	\$ 923,503	-	\$6,926
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (200,860)		\$0
	CD (5936)	\$113,748	1.85%	\$ 113,748	\$0	\$2,104
JP Morgan	US Treasury Securities	\$18,300,770	3.46%	\$ 18,363,499	\$62,729	\$632,713
ALL GENERAL FUND			2.37%	\$ 29,277,680	\$62,729	\$730,711
PRIOR MONTH				\$ 29,271,089		

SEWER OPERATING						
SBA	Investment (032)	\$648	4.15%	\$ 648	\$0	\$27
BoA	Sewer Operating Fund (4319)	\$1,854,147	0.75%	\$ 1,854,147		\$13,906
Seacoast	Cash (4966)	\$22,727	0.15%	\$ 22,727	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,932,269		\$0
JP Morgan	US Treasury Securities	\$8,264,245	2.34%	\$ 8,299,260	\$35,015	\$193,752
ALL SEWER OPERATING FUND			2.39%	\$ 12,109,050	\$35,015	\$207,719
PRIOR MONTH				\$ 12,528,736		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		0.75%	\$ 11,000		\$82
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 79,762		\$0
ALL SEWER IMPACT			0.09%	\$ 90,762	\$0	\$82
PRIOR MONTH				\$ 87,469		

ALL FUNDS			2.26%	\$ 41,477,491	\$97,744	\$938,512
PRIOR MONTH				\$ 41,887,294		
MONTHLY CHANGE				\$ (409,803)		
MONTHLY CHANGE %				-1.0%		

Month Ending May, 2026

May, 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	2.55%	\$ 1,900,734	\$ 28,534		\$ 31,800
J.P.Morgan	US Treasury Bill (12-month)	912797UX3	05/28/26	05/13/27	\$ 2,302,000		\$ 2,222,113	3.61%	\$ 2,221,632	\$ (481)		\$ 79,887
J.P.Morgan	US Treasury Bill (12-month)	912797TV9	03/05/26	02/18/27	\$ 4,203,000		\$ 4,066,342	3.45%	\$ 4,093,646	\$ 27,305		\$ 136,659
J.P.Morgan	US Treasury Bill (12-month)	912797EU5	04/30/26	04/15/27	\$ 4,232,000		\$ 4,087,768	3.57%	\$ 4,096,388	\$ 8,620		\$ 144,232
J.P.Morgan	US Treasury Bill (12-month)	912797UX3	05/28/26	05/13/27	\$ 6,270,000		\$ 6,052,348	3.61%	\$ 6,051,100	\$ (1,249)		\$ 217,652
ALL GENERAL FUND					\$ 18,911,000		\$ 18,300,770		\$ 18,363,499	\$ 62,729	\$ -	\$ 610,230
									PRIOR MONTH	\$ 18,315,611	3.46%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797SU2	05/28/26	11/28/26	\$ 1,746,000		\$ 1,714,297	2.73%	\$ 1,714,486	\$ 189		\$ 31,703
J.P.Morgan	US Treasury Bill (6-month)	912797UK1	04/21/26	10/15/26	\$ 1,929,000		\$ 1,895,833	2.68%	\$ 1,902,589	\$ 6,756		\$ 33,167
J.P.Morgan	US Treasury Bill (3-month)	912797TN7	04/16/26	07/16/26	\$ 2,939,000		\$ 2,912,660	2.22%	\$ 2,925,719	\$ 13,059		\$ 26,340
J.P.Morgan	US Treasury Bill (3-month)	912797SX6	03/05/26	06/04/26	\$ 1,757,000		\$ 1,741,455	1.81%	\$ 1,756,466	\$ 15,010		\$ 15,545
ALL SEWER OPERATING FUND					\$ 8,371,000		\$ 8,264,245		\$ 8,299,260	\$ 35,015		\$ 106,755
									PRIOR MONTH	\$ 8,275,040	2.34%	

ALL FUNDS					\$ 27,282,000		\$ 26,565,015		\$ 26,662,759	\$ 97,744	3.11%	
									PRIOR MONTH	\$ 26,590,651		
									MONTHLY CHANGE	\$ 72,108		
									MONTHLY CHANGE %	0.3%		



CITY COMMISSION AGENDA MEMORANDUM JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2026-05: 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 2026-05 (**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.

The City Commission approved Ordinance 2026-05, as presented, at First Reading.

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, underlined 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 Shores, 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;

- ☐ 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 JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2026-06 Voluntary Annexation, 3108 Liberty Street

SYNOPSIS:

Keri Miller and Christopher Miller, representatives of Nuwave Properties & Investments LLC which is the property owner of the unincorporated Volusia County single-family residential property located at 3108 Liberty Street (Exhibit 1), have petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owners purchased the property in late 2025. If adopted, Ordinance 2026-06 will annex their subject property and adjacent rights-of-way (to the centerlines) into the City limits of Daytona Beach Shores (Exhibit 3).

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.531 acres with dimensions 231.50' x 100.00'. The property contains a one-story single-family residential structure of 900 sq ft and a total building area of 1,136 sq ft. (Exhibit 4). Pursuant to Section 171.062, Florida Statutes, the owners have also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 5, attached, provides a general description of the subject property, while Exhibit 6 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, Florida Statutes.

PUBLIC NOTICE: Evidence of due public notice (Exhibit 7) has been submitted to the office of the City Clerk.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2026-06 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2026-06 as presented."

- ATTACHMENT:**
1. Attachment A
 2. Attachment A - Ord 2026-06 Annexation Staff Report Exhibits 1 through 7
 3. Attachment B
 4. Attachment B - Ordinance 2026-06-Voluntary Annexation
 5. Attachment C
 6. Attachment C - Ord 2026-06 BIEF

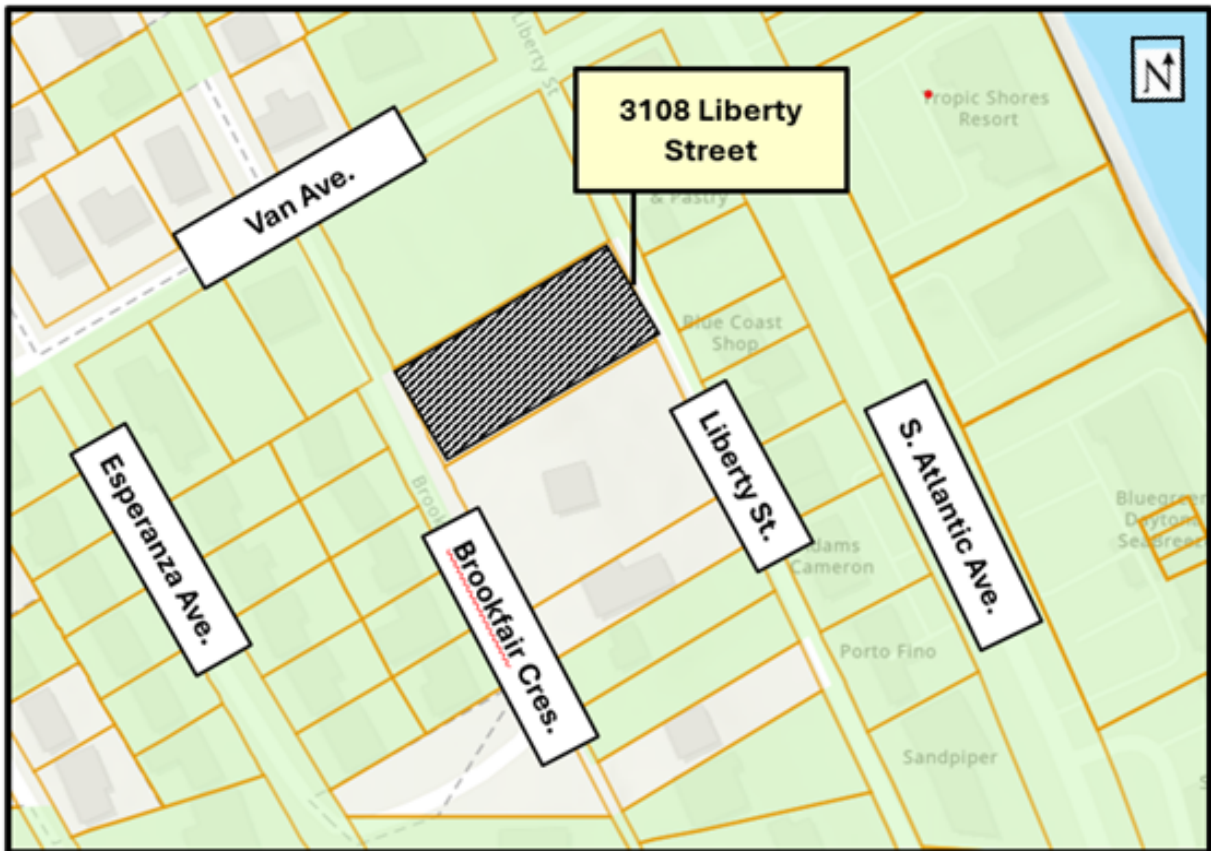
Attachment A

Annexation Staff Report

Exhibits 1 - 7 for
Ordinance 2026-06

15 Pages

EXHIBIT 1: Location Map of Annexing Property (3108 Liberty St.)



Source: Volusia County Property Appraiser Website, 2026

EXHIBIT 2.A: Annexation Application and Ownership Information, 3 Pages



City of Daytona Beach Shores

Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

REQUEST FOR ANNEXATION

11/21/2025
(Date)

I (We) the undersigned am the sole property owner(s) of 3108 Liberty St, Daytona Beach, FL 32118, Volusia County, Florida.
(Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida. It is my (our) understanding that the fee for legal advertising has been waived by the City and that I (we) will not incur any costs for annexation.

Signed

Keri Miller
Signature

Keri Miller
Name (Printed or typed)

(229) 251-8058
Telephone

Signature

Name (Printed or typed)

Telephone

Signature

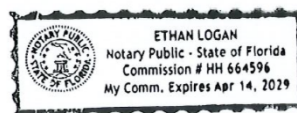
Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 21st day of NOVEMBER, 2025 by Keri Miller, who is personally known to me or produced Identification ☒. Type of Identification provided FLORIDA DRIVER LICENSE.

[Signature]

Notary Public – State of Florida
My Commission Expires: 4/14/29



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118



City of Daytona Beach Shores

Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

REQUEST FOR ANNEXATION

11/21/2025
(Date)

I (We) the undersigned am the sole property owner(s) of 3108 Liberty St Daytona Beach FL 32118, Volusia County, Florida.
(Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida. It is my (our) understanding that the fee for legal advertising has been waived by the City and that I (we) will not incur any costs for annexation.

Signed,

Signature

Christopher Miller
Name (Printed or typed)

904-318-7214
Telephone

Signature

Name (Printed or typed)

Telephone

Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 21st day of NOVEMBER, 2025 by CHRISTOPHER MILLER, who is personally known to me ✓ or produced Identification ✓. Type of Identification provided FLORIDA DRIVER LICENSE.

Notary Public - State of Florida
My Commission Expires: 4/14/2029



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

CORPORATE RESOLUTION
OF
NUWAVE PROPERTIES & INVESTMENTS LLC

We, the undersigned Member(s) of NUWAVE PROPERTIES & INVESTMENTS LLC, a limited liability company duly organized and existing under the laws of **FL** (hereinafter the "Company"), with authority granted in the

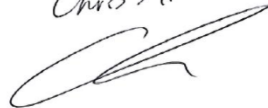
Operating Agreement to make binding resolutions on behalf of the Company, hereby resolve:

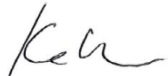
All members of NUWAVE PROPERTIES & INVESTMENTS LLC agree to the new ownership breakdown as follows:

Name	Ownership %
Keri Miller	80%
Chris Miller	20%

By affirmative votes noted as signatures below, a majority vote of the Members of **NUWAVE PROPERTIES & INVESTMENTS LLC** with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

MEMBERS

Chris Miller 11/21/2025


Keri Miller 11/21/2025


ETHAN LOGAN 11/21/25

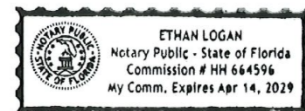



EXHIBIT 2.B: Property Appraiser and Florida Division of Corporations Information, 3 Pages



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

AltKey: 3460774

Parcel ID: 533402080040

NUWAVE PROPERTIES & INVESTMENTS LLC

3108 LIBERTY ST, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3460774
Parcel ID:	533402080040
Township-Range-Section:	15 - 33 - 34
Subdivision-Block-Lot:	02 - 08 - 0040
Owner(s):	NUWAVE PROPERTIES & INVESTMENTS LLC - FS - Fee Simple -
Mailing Address On File:	3835 CLYDE MORRIS BLVD UNIT 21104 PORT ORANGE FL 32129 2364
Physical Address:	3108 LIBERTY ST, DAYTONA BEACH 32118
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.2995
Neighborhood:	3107
Subdivision Name:	
Homestead Property:	No

RECEIVED
APR 30 2026
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

<https://vcpa.vcgov.org/parcel/summary/?altkey=3460774>

Page 1



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

Detail by Entity Name

Florida Limited Liability Company
NUWAVE PROPERTIES & INVESTMENTS LLC

Filing Information

Document Number	L17000142278
FEI/EIN Number	82-2032291
Date Filed	06/30/2017
Effective Date	06/30/2017
State	FL
Status	ACTIVE

Principal Address

2665 N Atlantic Ave
Suite 309
DAYTONA BEACH, FL 32118

Changed: 04/30/2023

Mailing Address

2665 North Atlantic Ave
Suite 309
DAYTONA BEACH, FL 32118

Changed: 04/16/2018

Registered Agent Name & Address

MILLER, CHRISTOPHER
2665 North Atlantic Ave
Suite 309
DAYTONA BEACH, FL 32118

Address Changed: 04/16/2018

Authorized Person(s) Detail

Name & Address

Title MGR

MILLER, CHRISTOPHER
2665 North Atlantic Ave
Suite 309
DAYTONA BEACH, FL 32118

RECEIVED
APR 30 2026
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Title MGR

MILLER, KERI
2665 North Atlantic Ave
Suite 309
DAYTONA BEACH, FL 32118

Annual Reports

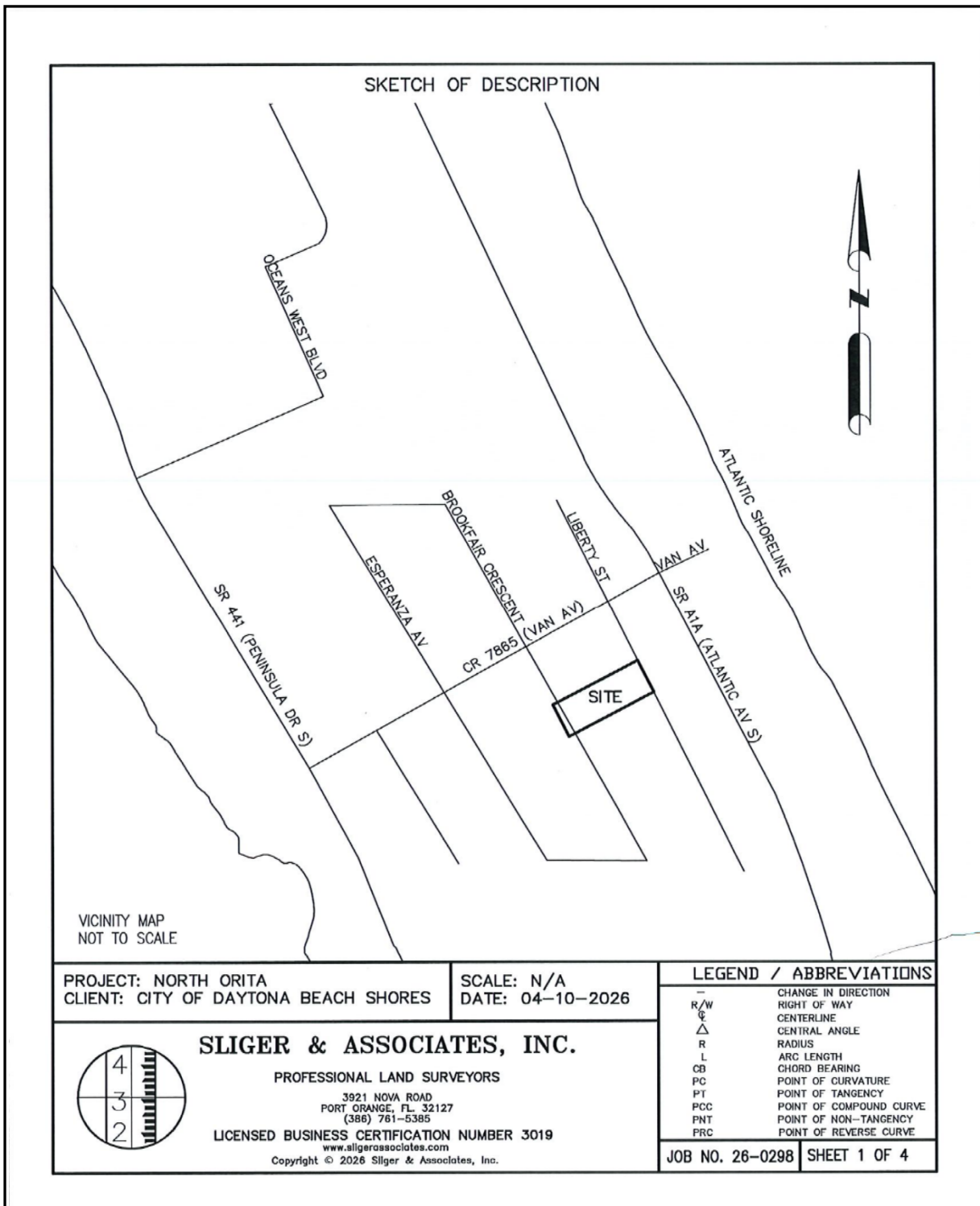
Report Year	Filed Date
2024	04/30/2024
2025	05/01/2025
2026	02/02/2026

Document Images

02/02/2026 -- ANNUAL REPORT	View image in PDF format
05/01/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/30/2023 -- ANNUAL REPORT	View image in PDF format
02/20/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
02/04/2020 -- ANNUAL REPORT	View image in PDF format
01/27/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
06/30/2017 -- Florida Limited Liability	View image in PDF format

RECEIVED
APR 30 2026
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

EXHIBIT 3: Metes and Bounds Sketch of Description, 4 Pages



SKETCH OF DESCRIPTION

DESCRIPTION:

(BY SLIGER & ASSOCIATES, INC.)

LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PORTION OF THE WEST 1/2 OF LIBERTY STREET (50' R/W), LYING WESTERLY OF SAID LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND TOGETHER WITH

A PORTION OF THE EAST 1/2 OF AN UNNAMED ALLEY (PLAT) (12' R/W), LYING EASTERLY OF SAID LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 4, BLOCK 8, RODGER'S NORTH ORITA, SAID PUBLIC RECORDS, THENCE N61°17'34"E ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF LIBERTY STREET; THENCE S26°02'00"E ALONG THE CENTERLINE OF LIBERTY STREET, A DISTANCE OF 100.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5; THENCE S61°17'34"W ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5, THE SOUTHERLY LINE OF LOT 5 AND THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5 A DISTANCE OF 262.50 FEET TO THE CENTERLINE OF AN UNNAMED ALLEY; THENCE N26°02'00"W ALONG THE CENTERLINE OF SAID UNNAMED ALLEY, A DISTANCE OF 100.00 FEET TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4; THENCE N61°17'34"E ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4 AND THE NORTHERLY LINE OF LOT 4, A DISTANCE OF 237.50 FEET TO THE POINT OF BEGINNING.

AREA: 26,225 Sq. Feet, 0.602 Acres More or Less.

PROJECT: NORTH ORITA
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: 04-10-2026

JOB NO. 26-0298 SHEET 3 OF 4

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THE DIRECTIONS SHOWN HEREON ARE SCALED FROM THE PLAT OF NORTH ORITA, DERIVING A BEARING OF NORTHEASTERLY, ALONG NORTHERLY LINE OF LOT 5.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY BRADLEY COX & ASSOCIATES, JOB NUMBER BCA27282 FOR ANDREW F. KOCH.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 4.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
CITY OF DAYTONA BEACH SHORES

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf
Digitally signed by Jeffrey S Hattendorf
Date: 2026.04.15 13:16:32 -04'00'
JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: NORTH ORITA
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: 04-10-2026

DRAWN BY: J. MOLLER
JOB NO. 26-0298 SHEET 4 OF 4

EXHIBIT 4.A: Aerial View of Annexing Property (3108 Liberty Street)



Source: Eagleview CONNEXExplor, 2026

EXHIBIT 4.B: Street View of Annexing Property (3108 Liberty Street)



Source: Daytona Beach Shores, 2026

EXHIBIT 5: Pre-Annexation Form

Name of Property Owner: Nuwave Properties and Investments LLC, represented by Keri and Chris Miller

Property Address & Tax Parcel ID: 3108 Liberty Street & 5334 02 08 0040

Lot Size: 231.50' x 100' = 23,150 sq ft (0.531 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes ☒ No ☐

How is property contiguous? East ☒ West ☒ North ☒ South ☐

Property Appraiser Just/Market Value: \$336,699.00 (2026 Working Value)

Homesteaded Property: Yes ☐ No ☒

Special Flood Hazard Area: Yes ☐ No ☒

Improved Lot: ☒ Unimproved Lot (Vacant): ☐

Existing Use: Single Family Residential

Conforming Land Use: ☒ Non-Conforming Land Use: ☐ Explain:

Existing County Zoning: R-9 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor ☐ Average ☐ Good ☒

Water Supplier: Port Orange ☒ Daytona Beach ☐

Sanitary (include provider): Sewer ☒ (Port Orange) Septic Tank ☐

If septic tank on site, is sewer available? Yes ☐ No ☐ N/A ☒

Metes and Bounds Survey conducted? Yes ☒ No ☐

Property Subject to Code Enforcement Action? Yes ☐ No ☒

Prepared by: Gwyn Herstein, City Planner

Date: June 26, 2026

EXHIBIT 6: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the North, East, and West.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	Yes.
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2026-06
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave.
171.044(6)	Provision of notice to Volusia County Council members per statute.	Yes	Notice provided via certified mail per statutory requirement.

EXHIBIT 7: Proof of Public Notice Requirements having been met pursuant to Section 171.044(2), *Florida Statutes*

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Cheri Schwab
City Of Daytona Beach Shores - Legal
2990 S Atlantic AVE
Daytona Beach FL 32118-6002

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 , 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 06/23/2026, 06/30/2026

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 06/30/2026


Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$1065.75	
Tax Amount:	\$0.00	
Payment Cost:	\$1065.75	
Order No:	12409878	# of Copies:
Customer No:	465027	1
PO #:		

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 VOLUNTARY ANNEXATION

The City Commission of the City of Daytona Beach Shores, Florida, will hold Public Hearings on July 7, 2026, at 6:00 p.m. and August 4, 2026, at 6:00 p.m. to consider adoption of the following ordinance:

ORDINANCE 2026-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3108 LIBERTY STREET (PARCEL IDENTIFICATION NUMBER: 5334 02 08 0040) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.



The public hearing will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida. The complete legal description by metes and bounds and the ordinance can be obtained from the office of the City Clerk located at 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments with respect to the proposed amendment. Anyone who wishes to appeal any decision by the City Commission with respect to any matter considered at said Public Hearing will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published. 06-44194-04

Attachment B

Ordinance 2026-06

Voluntary Annexation

6 Pages

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3108 LIBERTY STREET (PARCEL IDENTIFICATION NUMBER: 5334 02 08 0040) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Keri Miller and Christopher Miller, representatives of Nuwave Properties & Investments LLC, which is the property owner, applied for annexation of property into the City of Daytona Beach Shores and are hereby determined to be the fee simple title owners of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 3108 Liberty Street; and

WHEREAS, the subject property currently has a Tax Parcel Identification Number 5334 02 08 0040; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-way which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Commission of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit "A" appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 23,150 SQ FT, 0.531 ACRES MORE OR LESS

TOGETHER WITH

A PORTION OF THE WEST 1/2 OF LIBERTY STREET (50' R/W), LYING WESTERLY OF SAID
LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 2,500 SQ FT, 0.057 ACRES MORE OR LESS

AND TOGETHER WITH

A PORTION OF THE EAST 1/2 OF AN UNNAMED ALLEY (PLAT) (12' R/W), LYING EASTERLY OF SAID LOTS 4 AND 5, BLOCK 8, RODGER'S NORTH ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 600 SQ FT, 0.014 ACRES MORE OR LESS

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 4, BLOCK 8, RODGER'S NORTH ORITA, SAID PUBLIC RECORDS, THENCE N61°17'34"E ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF LIBERTY STREET; THENCE S26°02'00"E ALONG THE CENTERLINE OF LIBERTY STREET, A DISTANCE OF 100.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5; THENCE S61°17'34"W ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5, THE SOUTHERLY LINE OF LOT 5 AND THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5 A DISTANCE OF 262.50 FEET TO THE CENTERLINE OF AN UNNAMED ALLEY; THENCE N26°02'00"W ALONG THE CENTERLINE OF SAID UNNAMED ALLEY, A DISTANCE OF 100.00 FEET TO

THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4; THENCE N61°17'34"E ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 4 AND THE NORTHERLY LINE OF LOT 4, A DISTANCE OF 237.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,225 SQ FT, 0.602 ACRES MORE OR LESS

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION.

The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit "A". Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
MICHAEL FOWLER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

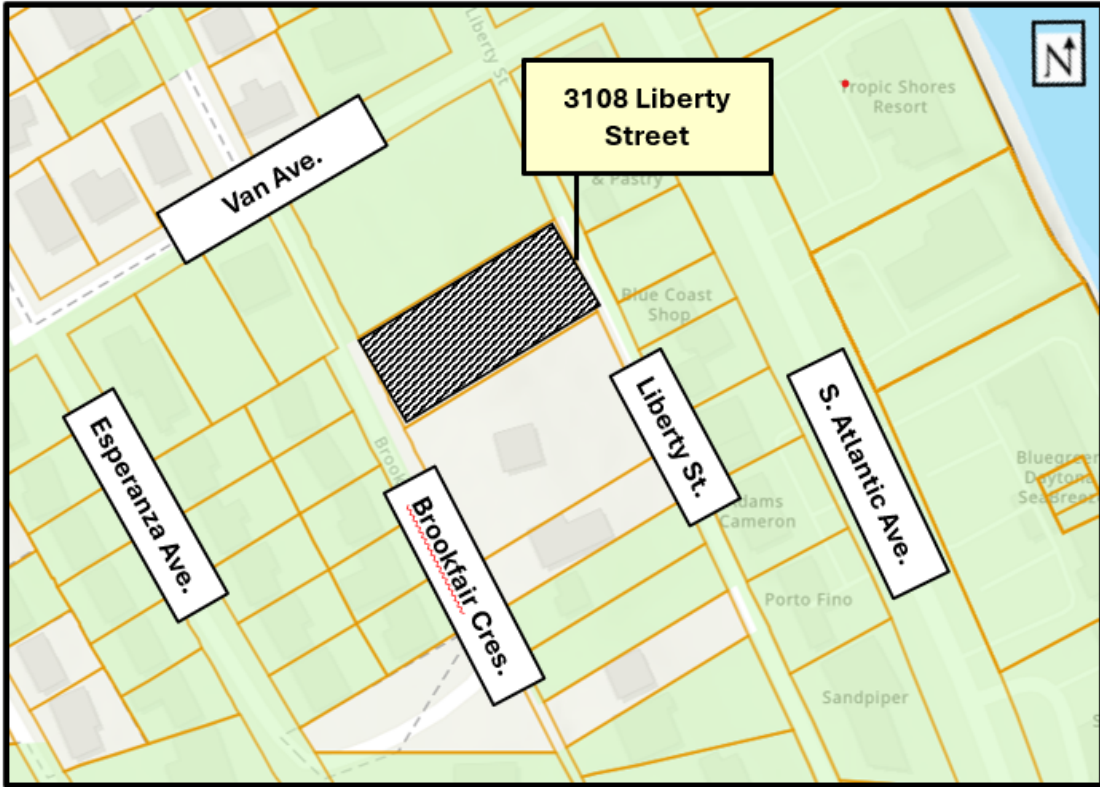
By: _____
GRETCHEN R.H. "BECKY" VOSE , CITY ATTORNEY

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

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

EXHIBIT A

(1) Location Map of Annexing Property (3108 Liberty Street)



Source: Volusia County Property Appraiser Website, 2026

(2) Metes and Bounds Description/Sketch (Attached)

Attachment C

Business Impact Estimate Form

Associated with Ordinance 2026-06

3 Pages

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 2026-06

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3108 LIBERTY STREET (PARCEL IDENTIFICATION NUMBER: 5334 02 08 0040) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

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

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

Proposed Ordinance 2026-06 allows the property owners of a 23,150 sq ft parcel of land, on which a 1,136 sq ft single-family home was constructed in 1950, to voluntarily annex the property into the Daytona Beach Shores city limits. Adjacent and nearby Daytona Beach Shores property owners will benefit from the uniform application of prevailing codes and ordinances, as this annexation, if approved, will reduce the size of an existing enclave.

- 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:**

N/A

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

N/A

- (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:**

N/A

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

This ordinance will not directly impact any businesses. This ordinance seeks to allow a 1,136 sq ft parcel of land, with a single-family home constructed thereon, which is currently within the boundaries of Unincorporated Volusia County, to be annexed into the city limits of Daytona Beach Shores.

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

None.

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



CITY COMMISSION AGENDA MEMORANDUM JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Michael Fowler, City Manager

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2026-09 PROPOSING AN AMENDMENT TO THE CITY OF DAYTONA BEACH SHORES CITY CHARTER TO CHANGE THE NAME OF THE CITY TO "THE SHORES"

SYNOPSIS:

FISCAL IMPACT STATEMENT:

\$244,000 - \$277,000

BACKGROUND:

Daytona Beach Shores has long been recognized for its high quality of life and strong sense of community. Over the years, the City has received increasing inquiries and comments from residents and local business owners regarding the possibility of renaming the City to better reflect the identity by which it is commonly known—"The Shores."

As interest in the concept continued to grow, the City initiated a public outreach effort to gather community feedback and ensure residents had the opportunity to share their perspectives on a potential name change to **"The Shores, Florida."** Outreach efforts included social media engagement, utility bill inserts, condominium flyer distribution, Community Association Manager (CAM) outreach, Coffee with Mayor Miller events, and informational displays in public-facing lobbies. A community survey received 545 responses, of which 515 (94.5%) were verified residents. Survey results indicated that **65.7% of respondents supported** the proposed name change, while **34.3% opposed** it.

Staff also evaluated the preliminary costs associated with a name change. Estimated costs include updates to Public Works operations, uniforms, decorative pole banners, monument and wayfinding signage, Public Safety uniforms and equipment, vehicle lettering and decals, and facility signage. Preliminary implementation costs are estimated between approximately **\$244,000 and \$277,000**. Residents would be provided with documentation to bring to our office, allowing their driver license or ID card to be updated and processed at no charge from the State, but a \$6.25 processing fee from the Tax Collector's Office.

Should the City Commission wish to proceed, a charter amendment would be required to effectuate

the name change. The process includes adoption of an ordinance on first reading, approval on second reading, placement of the question on the November ballot, and approval by a majority of voters before the charter amendment becomes effective.

LEGAL REVIEW:

RECOMMENDATION:

Discuss the proposed city name change and provide direction to staff. If approved, adopt Ordinance No. 2026-09 on first reading and direct staff to schedule a second reading and prepare the charter amendment referendum for voter consideration at the November election.

SUGGESTED MOTION:

I move to approve Ordinance 2026-09 on first reading.

ATTACHMENT: 1. Ord 2026-09 Daytona Beach Shores Name Change Charter Referendum

ORDINANCE 2026-09

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY OF DAYTONA BEACH SHORES CITY CHARTER TO CHANGE THE NAME OF THE CITY TO "THE SHORES"; CALLING A CITY-WIDE REFERENDUM ELECTION ON THE PROPOSED CHARTER AMENDMENT; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR NOTICE AND CONDUCT OF THE REFERENDUM ELECTION; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SAVINGS; PROVIDING FOR CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b), of the Constitution of the State of Florida grants municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, except when expressly prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides for the broad exercise of municipal home rule powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter; and

WHEREAS, Section 166.031, Florida Statutes, authorizes the governing body of a municipality, by ordinance, to submit to the electors of the municipality a proposed amendment to the municipal charter, other than an amendment to the part describing the boundaries of the municipality, and requires the governing body to place the proposed amendment contained in the ordinance before the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, Section 166.031, Florida Statutes, further provides that, upon adoption of a charter amendment by a majority of the electors voting in a referendum upon such amendment, the governing body of the municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Florida Department of State; and

WHEREAS, Section 101.161, Florida Statutes, requires that the ballot title and ballot summary for a public measure submitted to the vote of the people be embodied in the enabling ordinance and that the ballot summary consist of an explanatory statement, not exceeding seventy-five (75) words in length, of the chief purpose of the measure; and

WHEREAS, the City Commission of the City of Daytona Beach Shores has determined that it is in the best interests of the City and its residents for the electors of the City to determine whether the City Charter should be amended to change the name of the City to "The Shores"; and

WHEREAS, the proposed charter amendment does not amend the boundaries of the City, alter the existence of the municipal corporation, or diminish any powers of the City, but instead changes the name under which the municipal corporation continues to exist; and

WHEREAS, the City Commission desires to call a city-wide referendum election for the purpose of submitting the proposed charter amendment to the qualified electors of the City of Daytona Beach Shores; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores and other applicable controlling law.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

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

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

SECTION TWO: PROPOSED AMENDMENT TO SECTION 1.02, CITY OF DAYTONA BEACH SHORES CITY CHARTER.

Subject to the approval of a majority of the electors voting in the referendum election called by this Ordinance, Section 1.02 of the City of Daytona Beach Shores City Charter is amended to read as follows (~~stricken~~ words deleted and underlined words added):

Sec. 1.02. - Body corporate.

~~The area within the boundaries and corporate limits of the City of Daytona Beach Shores, now existing, and the residents therein shall continue to be the body corporate and politic under the name of the City of Daytona Beach Shores and, as such, shall have perpetual succession. Existing boundaries and corporate limits may be amended from time to time as provided by law.~~

The municipal corporation formerly known as the City of Daytona Beach Shores, Florida, including the area within its existing boundaries and corporate limits and the residents therein, shall continue to be a body corporate and politic under the name "The Shores," and, as such, shall have perpetual succession. Existing boundaries and corporate limits may be amended from time to time as provided by law.

SECTION THREE: REFERENDUM ELECTION; BALLOT TITLE AND BALLOT SUMMARY.

(a). A referendum election is hereby called and shall be held within the City of Daytona Beach Shores on the 3rd day of November, 2026, for the purpose of submitting the proposed charter amendment set forth in Section Two of this Ordinance to the qualified electors of the City.

(b). The ballot title and ballot summary for the proposed charter amendment shall be as follows:

BALLOT TITLE:

CHARTER AMENDMENT CHANGING CITY NAME TO THE SHORES

BALLOT SUMMARY:

Shall the Charter of the City of Daytona Beach Shores be amended to change the name of the City to "The Shores" for all purposes, with the change taking effect upon filing of the revised Charter with the Florida Department of State and completion of administrative actions needed to implement the new municipal name?

YES

NO

(c). A "YES" vote shall mean that the elector favors amending the City Charter to change the name of the City to "The Shores." A "NO" vote shall mean that the elector opposes amending the City Charter to change the name of the City to "The Shores."

SECTION FOUR: NOTICE AND CONDUCT OF REFERENDUM ELECTION.

The City Clerk is hereby authorized and directed to coordinate with the Volusia County Supervisor of Elections and to take all actions necessary and appropriate to provide for notice and conduct of the referendum election in accordance with applicable law. The referendum election shall be conducted in the manner prescribed by the Florida Election Code, the City Charter, and other applicable controlling law.

SECTION FIVE: EFFECT OF APPROVAL BY ELECTORS.

If the proposed charter amendment is approved by a majority of the electors voting in the referendum election, the City Commission shall have the amendment incorporated into the City Charter and the revised Charter shall be filed with the Florida Department of State in accordance with Section 166.031, Florida Statutes. Upon such filing, the name of the City shall be "The Shores" for all purposes, and all references in the City Charter and City Code to the "City of Daytona Beach Shores" or "Daytona Beach Shores" may be revised by the City Clerk, City Attorney, and Code codifier, as applicable, to conform to the approved charter amendment, without the need for further action of the City Commission when such revisions do not alter substantive law.

SECTION SIX: IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, City Clerk, and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and, if the proposed charter amendment is approved by the electors, to take any and all necessary administrative actions to bring into effect the change in the name of the City, including, but not limited to, coordinating with the Florida Department of State, the Volusia County Supervisor of Elections, Volusia County, other governmental agencies,

vendors, contractors, financial institutions, and other persons or entities as may be necessary or appropriate.

SECTION SEVEN: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the City Charter, the conduct of elections, actions of the electorate of the City, and any and all related matters and processes and procedures of the City pertaining thereto, are hereby ratified and affirmed. Nothing in this Ordinance shall be construed to affect the existing boundaries, rights, duties, powers, obligations, contracts, liabilities, franchises, property, ordinances, resolutions, administrative actions, or legal proceedings of the City, all of which shall continue in full force and effect notwithstanding any change in the name of the City approved by the electors.

SECTION EIGHT: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of this Ordinance shall not be codified except for the language set forth in Section Two and such conforming amendments as may be necessary to implement the charter amendment if approved by the electors.

(b). The sections, divisions, and provisions of this Ordinance may be renumbered or relettered as deemed appropriate by the Code codifier.

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

SECTION NINE: CONFLICTS.

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

SECTION TEN: 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 ELEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment. The charter amendment proposed by this Ordinance shall take effect only if approved by a majority of the electors voting in the referendum election and upon filing of the revised Charter with the Florida Department of State in accordance with Section 166.031, Florida Statutes.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL FOWLER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM LLP, CITY ATTORNEY

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

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



CITY COMMISSION AGENDA MEMORANDUM JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval To Award RFP 2026-04-03 For The Public Safety HVAC Replacement Project To Air Mechanical & Service Corp & Budget Amendment

SYNOPSIS:

The HVAC system at the Public Safety Department Building, located at 3050 S. Atlantic Avenue, has surpassed its useful life and is in need of replacement. Design has been completed and a Request for Bid and Specifications for Phase I of the project was issued on April 24, 2026. Phase I concerns the major system component replacement while Phase II includes minor but also necessary system component replacement. RFP 2026-04-03 is for Phase I, major system components.

The three (3) bids submitted are as follows:

1. Air Mechanical & Service Corp.: \$967,694
2. Anchor Mechanical Incorporated: \$1,153,615
3. Paul Culver Construction: \$1,233,299

The selection committee met on June 11, 2026 to evaluate the three (3) bids received and recommends Air Mechanical & Service Corp (see committee minutes attached). Additionally, the Public Safety Director contacted a referenced law enforcement agency listed as a reference by the Air Mechanical & Service Corp and the review was very positive.

FISCAL IMPACT STATEMENT:

A budget amendment, Resolution 2026-08, for \$296,754 needs to be approved for the difference in cost between budgeted funds of \$800,000 and the cost of engineering and construction of Phase 1.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of award for the Request For Bid (RFP 2026-04-03) For The Public Safety HVAC Replacement Project To Air Mechanical & Service Corp. and Resolution 2026-08, Budget Amendment for the difference in cost and budget.

SUGGESTED MOTION:

Approval of award for the Request For Bid (RFP 2026-04-03) For The Public Safety HVAC Replacement Project To Air Mechanical & Service Corp. and Resolution 2026-08, Budget Amendment for the difference in cost and budget.

- ATTACHMENT:**
1. Partially Signed Contract RFP 2026-04-03
 2. Exhibit A Contract
 3. Resolution 2026_08 Budget Amendment #6 FY 25_26

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 24th day of June 2026, by and between **CITY OF DAYTONA BEACH SHORES**, a political subdivision of the State of Florida (hereinafter the "CITY") and **AIR MECHANICAL & SERVICE CORP.**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CONTRACTOR is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the CITY wishes to contract with a CONTRACTOR to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, CONTRACTOR is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the CITY desires to enter into this Contract with CONTRACTOR to perform the Scope of Services and product / services specified and, with a commission amount of \$967,694, to be paid as agreed upon below; and

WHEREAS, this Agreement satisfies the CITY'S Procurement Policy, and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as *RFP 2026-04-03 and HVAC EQUIPMENT REPLACEMENT at PUBLIC SAFETY FACILITY* which satisfies the CITY's Procurement Policy; and

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

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

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

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

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

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

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government’s prohibition against considering social, political, or ideological interests in government contracting; and

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

1. Recitals. The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. Description of Work.

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed. For purposes of this Agreement, issuance of the Notice to Proceed authorizes CONTRACTOR to begin all Work required under the Agreement,

including, without limitation, preparation and submission of shop drawings and submittals, procurement of materials and equipment, fabrication, mobilization, construction, installation, testing, startup, demobilization, and all closeout activities. CONTRACTOR must achieve final completion of all Work not later than two hundred eighty (280) calendar days after issuance of the Notice to Proceed.

- a. Liquidated damages will be assessed against CONTRACTOR in the amount of \$500.00 per day, for each day after the above 280 days that the work contemplated by this Agreement is incomplete.

4. Payment.

Progress payments may include payment for suitably stored materials and equipment intended for incorporation into the Work, provided that such materials and equipment are identified in the approved schedule of values, supported by vendor invoices and other documentation reasonably requested by the City, segregated or otherwise clearly identified as materials or equipment for this Project, insured against loss or damage, protected from damage or deterioration, and stored at the Project site or at another location approved in writing by the City. Materials or equipment stored off-site may be included in a progress payment only with the City's prior written approval.

Upon payment by the City for such stored materials or equipment, title to the paid materials or equipment shall pass to the City to the extent of the payment made. However, transfer of title shall not transfer risk of loss to the City, shall not constitute acceptance of the materials, equipment, or Work, and shall not relieve CONTRACTOR of any obligation under this Agreement. CONTRACTOR shall retain custody and control of all stored materials and equipment and shall remain solely responsible, at CONTRACTOR's expense, for storage, protection, security, insurance, transportation, delivery, installation, and replacement of any stored materials or equipment that are lost, stolen, damaged, destroyed, deteriorated, defective, nonconforming, or otherwise unavailable or unsuitable for incorporation into the Work, regardless of cause, including without limitation storm damage, theft, vandalism, casualty, fire, flood, wind, transportation damage, or other casualty or event.

No payment for stored materials or equipment shall relieve CONTRACTOR of responsibility for furnishing and installing the materials and equipment required by the Agreement. CONTRACTOR shall not be entitled to any additional compensation, time extension, or duplicate payment as a result of loss, theft, damage, destruction, deterioration, defect, nonconformity, or unavailability of any stored materials or equipment before final installation and acceptance by the City.

The City may withhold retainage from each progress payment in the amount of five percent (5%) of the amount otherwise due. Retainage shall be released with final payment after final completion, acceptance by the City, submission of all required closeout documents, and satisfaction of all conditions for final payment under this Agreement.

5. Acceptance, final payment, and performance guarantee.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the CITY will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the CITY under the terms and the conditions thereof, is recommended and the entire balance, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of the final certificate. Before issuance of final certificate, CONTRACTOR must submit an affidavit satisfactory to the CITY that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY will make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is: Stewart Cruz, Community Services Director.
 - ii. CONTRACTOR's Project Manager is: Chris Wise, Project Manager.

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

- a. To CITY: CITY OF DAYTONA BEACH SHORES, Attention: City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118
- b. To CONTRACTOR: Air Mechanical & Service Corp. 325 Anchor Road, Casselberry, FL 32707

9. Insurance.

The Contractor shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City.

1. **COMMERCIAL AUTO LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.
2. **COMMERCIAL GENERAL LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than:
 - a. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - b. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - c. Policy must include coverage for contractual liability and independent contractors.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement adequate workers' compensation and employer's liability insurance covering all its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws. Vendor shall ensure all subcontractors have the required coverage for all their employees as required by applicable law. Vendor shall waive, and shall ensure that its insurance carrier waives, all subrogation rights against the City and its officers, employees, and volunteers for all losses or damages.
4. **SPECIAL INSURANCE REQUIREMENTS:**
 - a. Builders' Risk Insurance. Awarded vendors shall procure and maintain builder's risk insurance upon the subject Work at the site in an amount not less than the full replacement value of the project thereof. This insurance shall include the interests of the Owner, Contractor, subcontractors, City Engineer, and the officers, directors, partners, employees, agents, and other Contractors and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a named insured.
 - b. Installation Floater Insurance. Awarded vendor shall procure and maintain a policy of installation floater insurance to cover damages or destruction to equipment being installed

or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment, otherwise being handled or stored on or off premises or in transit. All risks coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

5. CITY AS ADDITIONAL INSURED AND ENDORSEMENTS. The City shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section except for Workers' Compensation and Professional Liability policies. Vendor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Vendor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.
6. FAILURE TO MAINTAIN REQUIRED COVERAGE. In the event that Vendor fails to obtain or maintain in full force and effect any required insurance coverage, the City may procure same from insurance carriers as the City may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Vendor shall pay, upon demand by City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City is forced to procure the required insurance coverage due to Vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to Vendor for any insufficiency or failure of coverage with regard to same or any loss to Vendor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve Vendor of its obligation to maintain said coverage in the types and amounts specified herein and Vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Vendor's failure to maintain said coverage.
7. OTHER MISCELLANEOUS INSURANCE PROVISIONS.
 - a. These insurance requirements shall not relieve or limit the liability of vendors. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover vendor.
 - b. No work shall commence under any contract until the required Certificate(s) of Insurance has been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not be resumed until new Certificate(s) of Insurance has been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City's Risk Management.
 - c. Vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Daytona Beach Shores" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, it is required prior to the NTP, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent CONTRACTOR.**
 - i. CONTRACTOR is, and will be deemed to be, an independent CONTRACTOR and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or

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

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

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which

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

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. Public records.

- i. CONTRACTOR is a "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

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

CHERI SCHWAB, CITY CLERK
PHONE: (386) 763-5364
E-MAIL: cschwab@cityofdbbs.org
ADDRESS: 2990 S. Atlantic Ave.,
Daytona Beach Shores, FL 32118

- h. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- j. **E-Verify Compliance.** By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-

Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONTRACTOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONTRACTOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and CONTRACTOR will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONTRACTOR will also be liable for any additional costs to the CITY as a result of the termination of this Agreement in accordance with this paragraph. CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

- k. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

- l. **Public Entities Crime or Convicted Vendor List.** CONTRACTOR agrees and assumes a continuous duty to disclose to the CITY if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
- m. **Data Management; Notice of Breach.** CONTRACTOR shall cooperate with the CITY and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the CITY must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.
- n. **Environmental and Social Government and Corporate Activism.** The CITY has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR's social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.
- o. **Taxes.** The CITY shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the CITY is exempt from same by Florida law, including but not limited to any sales or use tax.
- p. **No coercion for labor or services.** The CONTRACTOR swears under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined as follows:
 1. "Coercion" means:
 2. Using or threatening to use physical force against any person;
 3. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 4. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 5. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 6. Causing or threatening to cause financial harm to any person;
 7. Enticing or luring any person by fraud or deceit; or
 8. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

12. Special Provisions. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing above and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

AIR MECHANICAL & SERVICE CORP.

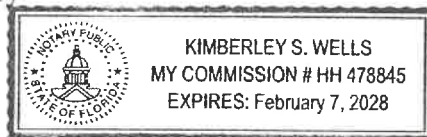

SIGNATURE
Print Name: Lance Gorney
Title: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June, 2026, by Lance Gorney, as Vice President of _____, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.


Signature of Notary Public - State of Florida

Kimberley S. Wells
Printed/Typed/Stamped Name of Notary
My commission expires: 02/07/2028



Approved for form and content by:

Vose Law Firm, City Attorney



325 Anchor Road
Casselberry, FL 32707
Ph: 407-699-0454
Fax: 407-699-0690
Contact: Lance Gorney
Email: Lance@Amsco-ac.com

RFP-2026-04-03
City of Daytona Beach Shores
Public Safety Building
HVAC Equipment Replacement
Bid Opening Date: June 5, 2026 @ 2:00 p.m.

4311 W. Ida St.
Tampa, Fla. 33614
Ph.: 813-875-0782
Fax: 813-873-2275

3960 Woodville Hwy.
Tallahassee, Fla. 32304
Ph.: 850-329-7366
Fax: 850-329-7615

325 Anchor Rd.
Casselberry, Fla. 32707
Ph.: 407-699-0454
Fax: 407-699-0690

2700 Avenue of the Americas
Englewood, Fla. 34224
Ph.: 941-475-3715
Fax: 941-475-3725



Transmittal Letter

June 5, 2026

To: City of Daytona Beach Shores

Re: RFP 2026-04-03 – HVAC Equipment Replacement at Public Safety Facility

To Whom It May Concern:

I would like to thank you for considering Air Mechanical & Service Corp. (AMSCO) for providing services described in this ITB. Below is a brief description of the company.

Air Mechanical & Service Corp. was founded in 1982 as a HVAC and Service company. Our company was founded as a full-service HVAC company and has grown to become a multi-faceted corporation with significant resources. AMSCO has offices in Tampa, Orlando, Englewood, Tallahassee, and Pinellas County making us one of the more versatile, Design Build, Construction Manager, General Contractor and Service Contractors in Florida.

We are experienced in providing HVAC and Construction Management solutions for today's facility managers. Our skills encompass a large variety of Building, HVAC, & Control applications: manufacturing plants, government complexes, hospitals, K-12 schools, universities, office complexes, shopping centers and entertainment venues.

Regarding this project, AMSCO has a unique understanding of what will be required, as we were the installing contractor on a very similar project a few years ago, which saw the replacement of the chiller and air handlers with the units that sit there today. AMSCO also has extensive experience with replacing above-ceiling air terminal units in occupied and functioning facilities.

To provide cooling for the facility during construction, AMSCO plans to utilize two temporary package units and a diesel generator, placed outside the chiller yard and enclosed in a temporary fence. The outside air louvers to each mechanical room will be removed, in order to route the flexible ducting from the temporary units to the existing air distribution system.

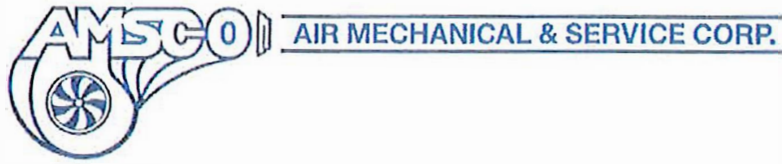
AMSCO will be committed to the completion of this project as described in the provided bid documents. Our total project cost to complete the project will be: **\$967,694.00 (Nine hundred sixty-seven thousand, six hundred ninety-four dollars).**

☐ 4311 W. Ida Street
Tampa, Florida 33614
Phone (813) 875-0782
Fax (813) 873-2275

☐ 3960 Woodville Hwy.
Tallahassee, Florida 32305
Phone (850) 329-7366
Fax (850) 329-7615

☐ 325 Anchor Road
Casselberry, Florida 32707
Phone (407) 699-0454
Fax (407) 699-0690

☐ 2700 Avenue of the Americas
Englewood, Florida 34224
Phone (941) 475-3715
Fax (941) 475-3725



After reviewing our bid package, we hope you will consider Air Mechanical and Service Corp. to be the contractor to complete this project.

Sincerely,

Lance Gorney
Vice President

Lance@amsco-ac.com

O. 407-699-0454



Air Conditioning - Commercial/Industrial Sales/Service Installation Controls Refrigeration Energy Management Sheet Metal Work

☐ 4311 W. Ida Street
Tampa, Florida 33614
Phone (813) 875-0782
Fax (813) 873-2275

☐ 3960 Woodville Hwy.
Tallahassee, Florida 32305
Phone (850) 329-7366
Fax (850) 329-7615

☐ 325 Anchor Road
Casselberry, Florida 32707
Phone (407) 699-0454
Fax (407) 699-0690

☐ 2700 Avenue of the Americas
Englewood, Florida 34224
Phone (941) 475-3715
Fax (941) 475-3725

References

- 1. Orange County Sheriff's Central Complex AHU Replacement**
2500 W. Colonial Drive, Orlando, FL 32804
Orange County Government
Project Value: \$5,871,748.27
Project Completion: October 2024
Project Description: Replacement of AHUs and VAVs in occupied facility
Contact: AJ Murray
Phone: 407-836-0057
Email: AJ.Murray@ocfl.net

- 2. Orange County Convention Center Remote Warehouse and OCTV HVAC Replacement**
9860 Universal Boulevard, Orlando, FL 32819
Orange County Government
Project Value: \$1,700,341.69
Project Completion: August 2024
Project Description: Replacement of Chiller and CHW Piping in occupied facility
Contact: Tim Groth
Phone: 407-685-5705
Email: Tim.Groth@occc.net

- 3. Lila Mitchell Community Center HVAC Replacement**
5151 Raleigh Street, Orlando, FL 32811
Orange County Government
Project Value: \$2,042,029.61
Project Completion: November 2020
Project Description: Installation of Chiller, RTU, VAVs, and CHW Piping in occupied facility
Contact: Guysen Bohler
Phone: 407-913-4836
Email: Guysen.Bohler@ocfl.net

X. BIDDER'S WARRANTY

The undersigned person by his/her signature affixed hereby warrants that:

1. He/She is an officer of the organization.
2. He/She has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set forth in this request for bid.
3. If this bid is accepted, a blanket purchase order will be issued as proposed subject to any modification which may be mutually agreed upon by the City and the bidder.
4. Upon the City's issuance of a purchase order, this set of specifications, along with the Standard Form Addendum, will serve as the agreement.

PROPOSED BY: Air Mechanical & Service Corp.

NAME, TITLE (typed or printed): Lance Gorney - Vice President

NAME OF COMPANY: Air Mechanical & Service Corp.

MAILING ADDRESS: 325 Anchor Road

CITY, STATE AND ZIP: Casselberry, FL 32707

AREA CODE/ TELEPHONE NUMBER: 407-699-0454

SIGNATURE: 

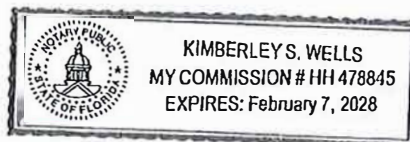
DATE: May 29, 2026

STATE OF Florida

COUNTY OF Seminole

THE FOREGOING instrument was sworn and subscribed before me by means of [X] physical presence or [] online notarization, this 29th day of May, 2026, by Lance Gorney, who is personally known to me or who has produced Personally Known as identification.


Notary Public



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XI. ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Air Mechanical & Service Corp.

ADDRESS: 325 Anchor Road

CITY AND STATE: Casselberry, FL 32707

TELEPHONE: 407-699-0454

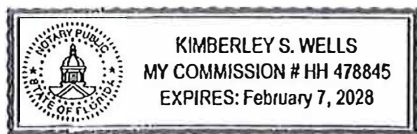
SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Vice President

STATE OF Florida

COUNTY OF Seminole

THE FOREGOING instrument was sworn and subscribed before me by means of [X] physical presence or [] online notarization, this 29th day of May, 2026, by Lance Gorney, who is personally known to me or who has produced Personally Known as identification.



Kimberley S. Wells
Notary Public

No bids will be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the City of Daytona Beach Shores.

City of Daytona Beach Shores
Public Safety Building
HVAC Equipment Replacement

Request for Bid
April 24, 2026

NO BID (Reason):

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal in respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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



Signature Lance Gorney - Vice President



June 18, 2026

To whom it may concern:

Air Mechanical & Service Corp. would like to thank you for the opportunity to once again work on a project in the Public Safety Building.

Prior to receiving the Notice to Proceed, AMSCO will work on creating Shop Drawings for the project, as well as sending in Submittals for the equipment and material that will be required. Upon receiving back the approved Submittals and Notice to Proceed, AMSCO will order the equipment and material, and begin prefabrication of the ductwork and piping at our shop in Casselberry.

(Note: AMSCO would like to bill for this stored material and equipment as it arrives, using photographs taken of this material and invoices received as proof of receipt)

As the VAVs have a shorter lead time than the rest of the equipment, replacement of those will be the first task. AMSCO will begin mobilization for this part of the project upon arrival of the VAVs, which will take a couple of days. Then, the replacement will begin, and should take approximately five weeks.

The Chiller and Air Handling Units should arrive around the time that the VAVs are wrapping up. Upon receipt of this equipment, there will be a second on-site mobilization in order to set up the temporary cooling, lasting five days. Once the temporary cooling is functioning, AMSCO will begin with the demolition and installation of the items found in the two Mechanical Rooms and Chiller Yard. This will be completed in, at most, six weeks.

After the Mechanical Room and Chiller Yard equipment is fully installed, there will be a final Startup and Test & Balance of the systems, lasting one week. Then, a final demobilization will be done to complete the project.

Air Conditioning - Commercial/Industrial
Sales/Service
Installation
Controls
Refrigeration
Energy Management
Sheet Metal Work

☐ 4311 W. Ida Street Tampa, Florida 33614 Phone (813) 875-0782 Fax (813) 873-2275	☐ 3960 Woodville Hwy. Tallahassee, Florida 32305 Phone (850) 329-7366 Fax (850) 329-7615	☐ 325 Anchor Road Casselberry, Florida 32707 Phone (407) 699-0454 Fax (407) 699-0690	☐ 2700 Avenue of the Americas Englewood, Florida 34224 Phone (941) 475-3715 Fax (941) 475-3725
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Please see below for a general timeline for the project, following the receipt of the Notice to Proceed:

- Shop Drawings / Submittals - 8 weeks
- Notice to Proceed
- Lead Time of Equipment (to be ordered after receiving approved submittals):
 - Chiller - 14-16 weeks
 - Air Handling Units - 10-12 weeks
 - VAV Units - 6-8 weeks
 - Buffer Tank - 16 weeks
- Prefabrication of Piping and Ductwork - 4 weeks (concurrent with Eqpt. Lead Time)
- 1st Mobilization - 2 days (after receipt of VAVs)
- Demo and Install of VAVs - 5 weeks
- 2nd Mobilization (Temp. Cooling) - 5 Days (after receipt of all long lead items)
- Demo / Install in Mech. Rooms / Chiller Yard - 6 weeks
- Startup / T&B - 1 week
- Demobilization - 1 week

Total Construction Time: 28 Weeks Substantial Completion; Additional 30 Days to Final

(Note that this timeline is contingent on the accuracy of the lead times given for the equipment, and does not include shipping delays, parts delays, future wars or Acts of God)

Please let us know if there are any questions or concerns regarding this proposed timeline.

Respectfully,

Lance Gorney
Vice President – Air Mechanical & Service Corp.
lance@amsco-ac.com

☐ 4311 W. Ida Street Tampa, Florida 33614 Phone (813) 875-0782 Fax (813) 873-2275	☐ 3960 Woodville Hwy. Tallahassee, Florida 32305 Phone (850) 329-7366 Fax (850) 329-7615	☐ 325 Anchor Road Casselberry, Florida 32707 Phone (407) 699-0454 Fax (407) 699-0690	☐ 2700 Avenue of the Americas Englewood, Florida 34224 Phone (941) 475-3715 Fax (941) 475-3725
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:	City of Daytona Beach Shores PO Box 799 Mims, FL 32754-0799	PROJECT:	DBS Public Safety Building 3050 South Atlantic Ave. Daytona Beach Shores, FL 3211	APPLICATION NO:	DRAFT	Distribution to:
EMAIL:				AMSCO JOB NO:	PENDING	☒ OWNER
CONTRACTOR:	Air Mechanical & Service Corp. 325 Anchor Road Casselberry, FL 32707	VIA ENGINEER:		PERIOD FROM:		☐ ARCHITECT
				PERIOD TO:		☐ ENGINEER
						☐ CONTRACTOR
						☐ SUB-CONTRACTOR

CONTRACT FOR: Daytona Beach Shores Public Safety Bldg. HVAC Equipment Replacement

PURCHASE ORDER NO.: PENDING
CONTRACT DATE: PENDING

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 967,694.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 967,694.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ -
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ -
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 967,694.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702: APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensees.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Air Mechanical & Service Corp.

By: Lance Garney, Vice President
Date: _____
State of: Florida County of: Seminole
Subscribed and sworn to before me this _____ day of _____, 2026.
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ \$ -

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5222

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the Owner or Contractor Under their Contract. APPLICATION AND CERTIFICATE FOR PAYMENT (Continued) In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for the items may apply.									
APPLICATION NUMBER: Draft for Approval Application Date: 00/00/00 Period From: 00/00/00 Period To: 00/00/00									
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous Applications	WORK COMPLETED This Application	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE G (D+E+F)	%	PERIOD FROM: H (C-G)	5% RETAINAGE I
1	Bonds/Insurance	\$ 18,974.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,974.00	\$ -
2	General Conditions	\$ 46,103.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 46,103.00	\$ -
3	Submittals	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,500.00	\$ -
4	Planning/Shop Drawings	\$ 12,400.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,400.00	\$ -
5	CADD Labor	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,600.00	\$ -
6	Mobilization	\$ 29,031.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 29,031.00	\$ -
7	Temporary Air	\$ 53,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 53,000.00	\$ -
8	Mechanical Demolition	\$ 25,420.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 25,420.00	\$ -
9	Chiller Material	\$ 94,536.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 94,536.00	\$ -
10	Chiller Labor	\$ 2,968.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,968.00	\$ -
11	AHU's Material	\$ 92,314.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 92,314.00	\$ -
12	AHU's Labor	\$ 3,624.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,624.00	\$ -
13	Pumps Material	\$ 6,302.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,302.00	\$ -
14	Pumps Labor	\$ 1,312.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,312.00	\$ -
15	Air Separator Material	\$ 3,292.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,292.00	\$ -
16	Air Separator Labor	\$ 656.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 656.00	\$ -
17	Buffer Tank Material	\$ 28,579.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 28,579.00	\$ -
18	Buffer Tank Labor	\$ 4,430.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,430.00	\$ -
19	Expansion Tank Material	\$ 3,027.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,027.00	\$ -
20	Expansion Tank Labor	\$ 656.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 656.00	\$ -
21	CNR Pipe & Fittings Material	\$ 9,695.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,695.00	\$ -
22	CNR Pipe & Fittings Labor	\$ 39,196.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 39,196.00	\$ -
23	Piping Specialties Material	\$ 7,980.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,980.00	\$ -
24	Piping Specialties Labor	\$ 8,748.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,748.00	\$ -
25	Sheet Metal Duct Material	\$ 15,040.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 15,040.00	\$ -
26	Sheet Metal Duct Labor	\$ 24,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 24,600.00	\$ -
27	VAW Material	\$ 33,345.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 33,345.00	\$ -
28	VAW Labor	\$ 35,752.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,752.00	\$ -
29	VPD Material	\$ 5,489.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,489.00	\$ -
30	Floor Dust Protection	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,500.00	\$ -
31	Hangers & Supports	\$ 13,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 13,680.00	\$ -
32	Welding Supplies	\$ 4,565.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,565.00	\$ -
33	Electrical	\$ 64,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 64,200.00	\$ -
34	Fire Alarm	\$ 29,160.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 29,160.00	\$ -
35	Controls	\$ 138,456.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 138,456.00	\$ -
36	Mechanical Insulation	\$ 57,523.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 57,523.00	\$ -
37	Test & Balance	\$ 11,942.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,942.00	\$ -
38	Water Treatment	\$ 5,297.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,297.00	\$ -
39	Crane Service	\$ 8,374.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,374.00	\$ -
40	Close out	\$ 7,428.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,428.00	\$ -
SUBTOTAL OR TOTAL		\$ 967,694.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 967,694.00	\$ -

RESOLUTION 2026-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND FY 2025-2026 BUDGET FOR THE INCREASE IN CONSTRUCTION COSTS FROM BUDGET FOR RFP-2026-04-03 BID BY AIR MECHANICAL & SERVICE CORP. (AMSCO) OF \$296,754, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has found it desirable to amend the FY 2025-26 budget to include the increase in costs, from budget, of the awarded Public Safety HVAC bid, RFP-2026-04-03 to Air Mechanical & Service Corp. (AMSCO) of \$296,754; and

WHEREAS, the City budgeted \$800,000 for engineering and construction, and

WHEREAS, the engineering and construction of the Public Safety HVAC system totals \$1,096,754, and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the construction contract; and

WHEREAS, a budget amendment is required for the difference in budget and actual cost of the Public Safety HVAC system of \$296,754.

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

SECTION ONE: The Fiscal Year 2025-26 General Fund Budget shall be amended to a total of \$25,615,704 and the General Fund Capital Improvement Fund Budget shall

be amended to a total of \$5,998,254.

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

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL FOWLER, CITY MANAGER

CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM, CITY ATTORNEY

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



CITY COMMISSION AGENDA MEMORANDUM JULY 7, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2026-09 Fund Balance Policy Updates

SYNOPSIS:

February 28, 2023 City Commission approved Resolution 2023-04 Fund Balance Policy setting minimum balances for the General Fund unrestricted fund balance and the Enterprise Fund (Sewer) unrestricted fund balance. The General Fund was set at 50% of the current year's budgeted ad valorem tax revenues. The Enterprise Fund was set to 50% of budgeted revenues.

What makes up fund balance: inventories and prepaid items, restricted funds for law enforcement, road improvements, & domestic abuse, assigned funds for capital projects and subsequent year's budget, and unassigned funds. Unassigned funds are the funds able to be used for emergency purchases, purchases that come up throughout the year that are not in the budget, capital, and other programs. A fund balance policy sets limits to the minimums the city should have. The current policy sets the General Fund unassigned funds at the minimum of 50% of budgeted ad valorem tax revenue. Current budgeted ad valorem tax revenue is \$10,430,400. That would mean the city would need to have \$5,215,200 in unassigned funds for FY 25-26. At FYE 24-25 the city had \$18,786,147. Currently, the city has \$17,275,743 in unassigned funds. This meets the policy minimums.

What makes up net position: net investment in capital assets, restricted funds for sewer impact fees, and unrestricted funds. Unrestricted funds are available for emergency purchases, purchases that come up throughout the year that are not budgeted for, and capital. The current fund balance policy sets the Enterprise Fund unrestricted funds balance at 50% of the current year's budgeted revenues. The current budgeted operating revenues for the Enterprise Fund are \$43,674,800. This amount includes grants, charges for service, interest, and debt proceeds. According to the fund balance policy the Enterprise Fund should have \$21,837,400 in unrestricted funds. The Enterprise Fund had \$12,498,839 in unrestricted funds at FYE 24-25 and currently has \$12,236,839 in unrestricted funds. This is \$9.6 million less than what the fund balance policy states. This highlights the discrepancy in using operating revenues as the deciding factor. It is staff recommendation to utilize 50% of the prior year's total charges for service. If this amount was used, the minimum balance would be \$1,946,305 as charges for services totaled \$3,892,610. (2024-25 ACFR). This amount is more inline with what the minimum should be, especially with the increase in capital projects within the sewer fund.

FISCAL IMPACT STATEMENT:

no fiscal impact.

BACKGROUND:

February 28, 2023 City Commission approved Resolution 2023-04 Fund Balance Policy setting minimum balances for the General Fund unrestricted fund balance and the Enterprise Fund (Sewer) unrestricted fund balance. The General Fund was set at 50% of the current year's budgeted ad valorem tax revenues. The Enterprise Fund was set to 50% of budgeted revenues.

Since 2023, the Enterprise Fund has contracted for several major infrastructure projects. Staff has secured grant funding for a lot of the cost but reserves and/or debt will need to be utilized for the remaining costs. The General Fund fund balance minimums are ok for now unless reserves are needed for future capital projects at which time the minimums may need to be looked at.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Resolution 2026-09 as presented.

SUGGESTED MOTION:

Approve Resolution 2026-09 as presented.

ATTACHMENT: 1. Resolution 2026-09 Fund Balance Policy

RESOLUTION 2026-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, REPLACING RESOLUTION 2023-04 FUND BALANCE POLICY; MAKING UPDATES TO THE MINIMUM BALANCE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted Resolution 2023-04 on February 28, 2023 adopting a Fund Balance Policy; and

WHEREAS, the City Commission it necessary to update the current Fund Balance Policy minimum balance requirements to reflect changes in fund balance due to capital project funding needs; and

WHEREAS, a fund balance policy is intended to identify and preserve balances to help manage the City's known and unknown financial challenges; and

WHEREAS, the proposed fund balance policy reflects best management practices.

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

SECTION 1. APPROVAL OF FUND BALANCE POLICY UPDATES. The City Commission hereby approves the update to Section D. Minimum Balance of the Fund Balance Policy, as attached and incorporated hereto as Exhibit "A".

SECTION 2. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS.The City Manager is hereby authorized to take any actions necessary to implement the action taken in this

Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED BY THE City Commission of the City of Daytona Beach Shores, Florida, on this 7th day of July 2026.

CITY OF DAYTONA BEACH SHORES, FL

MAYOR NANCY J. MILLER

Attest:

CITY MANAGER

KURT SWARTZLANDER

CITY CLERK

CHERI SCHWAB

Attachment: Exhibit "A" Fund Balance Policy

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN "BECKY" VOSE

CITY OF DAYTONA BEACH SHORES

FUND BALANCE POLICY

FUND BALANCE/NET POSITION POLICY

A. PURPOSE

The City of Daytona Beach Shores establishes and will maintain classifications of fund balance/net position, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The Policy will help the City maintain a strong fiscal position to weather negative economic trends, and provide financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. It also is intended to preserve flexibility to make adjustments in funding for programs approved in connection with the annual budget. The Policy is established with a long-term perspective. This policy shall apply to the City's unassigned general fund balance and Enterprise (Sewer) Fund unrestricted net position.

B. FUND BALANCE DEFINITIONS

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purpose for which amounts can be spent.

1. **Non-spendable Fund Balance** - consists of funds that cannot be spent due to their form, such as inventories or prepaid invoices, or funds that legally or contractually must be maintained intact.
2. **Restricted Fund Balance** - includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
3. **Committed Fund Balance** - includes amounts that can be used only for the specific purposes determined by a formal action of the City Commission. Formal action must be taken prior to the end of any fiscal year to establish, change or remove the limitation placed on these funds.
4. **Assigned Fund Balance** – consists of funds set aside for specific purposes but do not meet the criteria for Restricted or Committed. These can be established, changed

or removed by the City Commission or delegated to an official. Assigned funds cannot cause a deficit in Unassigned fund balance. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the Committed and Assigned classifications.

5. **Unassigned Fund Balance** – is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. These funds are available for any purpose in the fund.

C. NET POSITION DEFINITIONS

Net Position is reported in the Government-wide and Enterprise (Sewer Fund) financial statements. Net position is composed of three categories

1. **Net Investment in Capital Assets** – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
2. **Restricted Net Position** – Restricted net position is when constraints are place on net position by external sources: creditors, debt covenants, grantors, contributors, laws or regulations of other governments.
3. **Unrestricted Net Position** – Unrestricted net position is the residual component of net position. It consists of funds that do not meet the definition of “restricted” or “net investment in capital assets.” Unrestricted net assets are not subject to externally imposed stipulations and may be designated for specific purposes by action of the Commission.

D. PROVISIONS

1. **Non-spendable Fund Balance** - Funds will be classified as Non-spendable based upon the underlying nature of the related asset. No policy statement is required for funds to be classified as Non-spendable.
2. **Restricted Fund Balance** - Funds will be classified as Restricted based upon the nature of the externally stipulated restriction. No policy statement is required for funds to be classified as Restricted.
3. **Committed Fund Balance** - The City Commission has the authority to set aside funds for a specific purpose. The establishment of Committed fund balance requires the passage of a resolution by a simple majority vote before September 30 of the applicable fiscal year. Commission action is required to change or remove the commitment. The resolution shall identify the title of the commitment, describe the specific purpose for the commitment, and the actual amount of the commitment or the process or formula necessary to calculate the actual amount. Funding for Committed fund balance shall be approved annually by the City Commission as part of the budget approval process.

4. **Assigned Fund Balance** - The City Commission has the authority to assign funds for a specific purpose with a simple majority vote. The same action is required to change or remove an assignment.

The City Manager also has the authority to assign funds for specific purposes, and to change or remove the assignment. The establishment, change or removal of an assignment by the City Manager must be reported to the City Commission at the earliest opportunity. The Commission may change or remove an assignment established by the Manager with a simple majority vote.

An appropriation of existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget may be classified as Assigned fund balance.

5. **Unassigned Fund Balance** - Unassigned fund balance is the residual amount of fund balance in the General Fund. It represents the resources available for future spending. An appropriate level of Unassigned fund balance should be maintained in the General Fund to cover unexpected expenditures and revenue shortfalls. Unassigned fund balance may be accessed in the event of unexpected expenditures.
6. **Restricted Net Position** – Net position will be classified as restricted based upon the nature of the externally stipulated restriction. No policy statement is required for funds to be classified as Restricted.
7. **Unrestricted Net Position** – Unrestricted net position is the amount of net position not reserved for any specific use. Unrestricted net position may be accessed in the event of unexpected expenditures.

D. MINIMUM BALANCE

The minimum unassigned fund balance in the City's General Fund shall be brought to the Commission's attention if the balance falls to a balance less than 50% of the current year's budgeted ad valorem tax revenues. The Commission shall then develop a funding plan and timeframe to bring it to the Commission voted balance.

The minimum unrestricted net position in the City's Enterprise Fund (Sewer Fund) shall be brought to the Commission's attention if the balance falls to a balance less than 50% of the ~~current~~ prior year's ~~budgeted-actual~~ revenues from charges for services. The Commission shall then develop a funding plan and timeframe to bring it to the Commission voted balance.

E. ORDER OF USE OF FUND BALANCE

Unless the Commission takes action stating otherwise at the time the expenditure is approved, the City considers Restricted fund balances to be spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which

amounts in any of the unrestricted classifications of fund balance could be used, the City considers Committed amounts to be reduced first, followed by Assigned amounts and then Unassigned amounts.

F. MONITORING, REPORTING AND REVIEWING

The Finance Director will report current estimated unassigned general fund balance and unrestricted Sewer Fund net position in the monthly financial reports to the Commission. The City Manager and Finance Director shall jointly prepare an annual report documenting the status of unassigned fund balance and unrestricted net position for the Commission's review in conjunction with consideration of the annual budget. The City's Fund Balance Policy shall be reviewed annually to evaluate its sufficiency.



**CITY COMMISSION AGENDA MEMORANDUM
JULY 7, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Appointment of Voting Delegate for FLC Annual Conference

SYNOPSIS:

Each member municipality must choose a delegate to cast a vote during the Annual Business Session. It is up to the commissioners to choose their delegate.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I nominate XX as voting delegate for the annual conference.

ATTACHMENT: 1. 2026 Voting Delegate Memo



To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email ealcorn@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate



**2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: ecalcorn@flcities.com



**CITY COMMISSION AGENDA MEMORANDUM
JULY 7, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to cancel the Regular Meeting on August 4th.

SYNOPSIS:

Due to the Special Meeting being held on July 28th, there are no pressing items for the August 4th agenda.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to cancel the meeting for August 4th.

ATTACHMENT: None