



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING MARCH 14, 2023

**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 Meeting Hall. 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. Proclamation for Finance Professionals Week
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes February 28, 2023
- 7. CONSENT AGENDA:**
 - A. Approval to award Towing Services Bid

- B. Approval to award Public Safety Annex Building Roof Bid
- C. Acceptance of a \$130,000 grant from the Department of Environmental Protection Resilient Florida Program
- D. Approval of the East Central Florida Regional Planning Council (ECFRP) as a sole source vendor for the FDEP Resiliency Grant.
- E. Approval of Mutual Aid Agreement between Public Safety and FDLE regarding the Central Florida Child Abduction Response Team
- F. MOU with Volusia Sheriff regarding registration of Sexual Offenders/Predators

8. REPORTS OF THE CITY ATTORNEY:

9. REPORTS OF THE CITY MANAGER:

- A. CM Report March 14,2023

10. QUASI-JUDICIAL HEARING

- A. Ordinance 2022-26: Rezoning application for recently annexed property located at 3615 Cardinal Boulevard

11. OLD BUSINESS:

- A. Ordinance 2022-25: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3615 Cardinal Boulevard

12. NEW BUSINESS:

- A. Resolution 2023-05 Elected Officials Travel Policy
- B. Resolution 2023-06 Emergency Pay Policy
- C. Discussion to allow a stand alone restaurant on the east side of S. Atlantic Avenue
- D. Discussion on the Alternate Tax Relief (ATR) as a continuing incentive for Economic Development

13. COUNCIL COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

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

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

MINUTES
CITY COMMISSION MEETING
February 28, 2023
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Richard Bryan, Commissioner Chris Conomos

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Update on City Public Beach Access Hurricane Recovery Efforts

Community Services Director Stewart Cruz gave a brief PowerPoint presentation updating the recovery process for pedestrian beach access. Pictures were shown of each beach walkover before and after the hurricanes. All 14 that are city owned had some degree of damage. The city's recovery plan has three components: safety, short term beach access and long term recovery. The city has done its best to remove or secure any unsafe access components and to barricade the site. For the short term beach access there were three sites that are favorable: Fornari Park (completed), Ocean Vistas and Tuscany Shores. Once the quotes are reviewed and approved, the work will be contracted out. The long term recovery plan includes the bid process, permitting and actual permanent construction. Director Cruz estimated this would take a few months and would most likely be into turtle season. Director Irwin explained that all the beach walkovers were covered by insurance. She would also be submitting everything to FEMA for possible reimbursement.

6. APPROVAL OF MINUTES

A. City Commission Minutes February 14, 2023

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of February 14, 2023.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Chris Conomos

7. CONSENT AGENDA:

A. January Public Safety Report

B. Community Services Department Monthly Report - January 2023

C. Executive Finance Report for January 2023

COMMISSIONER RICHARD BRYAN moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Chris Conomos

8. REPORTS OF THE CITY ATTORNEY:

Attorney Paul Waters reviewed his report to the commission. There were no additional concerns.

9. REPORTS OF THE CITY MANAGER:

A. CM Report February 28, 2023

City Manager Kurt Swartzlander reviewed his report for the commission. He added that Waste Pro had requested an earlier start time during Bike Week which he approved. The trucks will begin picking up at 6:00 am each morning. He recently learned that homeowners insurance will help cover the cost of additional assessments with a cap of \$2,000 per storm. He encouraged all condo owners to look at their policies and contact their agents. Mayor Miller stressed to everyone who requires a permit with DEP to make sure to apply now and follow up to ensure it is completed by May 1, 2023.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Resolution 2023-04 Fund Balance Policy

Attorney Waters read the resolution by title only. It was stated that this policy was a suggestion by the auditors.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Resolution 2023-04 on first reading.

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

Yes: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Chris Conomos

B. Beach Access Public-Private Partnership For Seawall Reconstruction

Community Services Director Stewart Cruz gave a short presentation on a potential public - private partnership for seawall reconstruction. There are five condominiums that have reached out to the city to find a common solution to repair the damaged seawall. Each has a city public beach access adjacent to their property. A partnership could provide one contiguous and unified seawall design, enhanced protection for both the condo and city property and the condo may be willing to pay for construction/permitting. The five condominiums are: Bella Vista, St. Kitts, St. Croix, Marbella and Palma Bella. Each would be decided on a case by case basis. The process could include: city deeds seawall area to COA that includes a perpetual reserve public access easement, provide a construction easement to COA, construction occurs, and COA deeds back the seawall area to the city. Staff is looking for direction from the commission. Vice Mayor Politis inquired why the seawall area needed to be deeded back and forth, and the response was due to liability issues. The entire commission felt it was a great idea to partner, especially if the COA could have construction completed at a faster rate than the city. Mayor Miller wants to ensure that access would remain open to the public. There are letters from a few of the COA that would like to see the public access eliminated, or given to them permanently. After a brief discussion, it was decided that the city would not eliminate any public beach access nor did the city wish to acquire any new walkways.

There were two audience members who spoke on the issue. Matt Dixon and Susan Furlong, both live in a condominium. They stated that the COA does not wish to have the liability issue any longer than is necessary during construction. They also don't want the city to hold up any work they could get started on. They were very appreciative of the city's partnership.

12. COUNCIL COMMENTS:

Mayor Miller announced that Coffee with the Mayor would be moved to March 15th. The speaker will be Ben Bartlett, Public Works Director for Volusia County. She is traveling back to Tallahassee next week to speak before the Senate on hurricane recovery. Vice Mayor

Politis reported on a recent TPO meeting. There are many exciting projects in the works for the county including exit ramp improvements for LPGA and US1 in Ormond Beach. A new ramp has been proposed for Pioneer Trail in New Smyrna Beach.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

County Councilmember Matt Rinehart was in attendance. He wanted the residents to know that he was there to provide assistance and information.

Audience member Tony Rembrezewski stated that his insurance increase was extremely high due to recent legislation. He added that he also had two recent condo assessments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Mayor Miller asked to have a discussion regarding the ATR, Alternate Tax Relief for an economic incentive. Commissioner Conomos asked to discuss the possibility of a restaurant opening on the east side of S. Atlantic Avenue.

15. ADJOURNMENT:

The meeting ended at 7:36 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval to award Towing Services Bid

SYNOPSIS:

The City went out for bids for Towing Services. Five companies responded and the highest bid, Volusia County Towing, was investigated.

FISCAL IMPACT STATEMENT:

Based on 2022 average number of tows at the recommended bid amount, the city would receive approximate revenues of \$31,093 an increase of 2.8%.

BACKGROUND:

The City has been using the per tow bid method for the past few years. Staff chose not to renew the current contract with Fryer's Towing. Bid documents were created and approved by the City Attorney. The bid was placed on Demand Star and a legal ad was in the Daytona News Journal as required by law. The bid opening was on February 15, 2023. Five companies submitted bids ranging from \$75.41 to \$131.75. The highest bid was from Volusia County Towing. The storage facility was inspected by LT. Michael Schoenbrod and found to meet the requirements of the contract.

Based upon being the highest bidder and meeting all qualifications, staff recommends Volusia County Towing be awarded the contract.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval

SUGGESTED MOTION:

I recommend approval of the consent agenda

- ATTACHMENT:**
1. BidOpening towing services
 2. Wrecker serv agreement Vol County Towing
 3. wrecker serv bid spec vol county towing

BID OPENING

Wrecker Services

February 15, 2023

Present: Cheri Schwab
LT. Michael Schoenbrod

<u>Name:</u>	<u>Amount:</u>
Elite Towing	\$128.75
Fryer's Towing	\$129.50
Volusia County Towing	\$131.75
Arrow Towing	\$75.41
Universal Towing	\$102.00

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into by and between the City of Daytona Beach Shores, Florida, a municipal corporation, hereinafter referred to as the "City" and Volusia County hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH:

SECTION 1. SERVICES TO BE PERFORMED BY TOWING COMPANY.

The Towing Company shall provide the following services:

- a. The Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City Limits of the City of Daytona Beach Shores when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b. When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the provisions of the *Code of Ordinances of the City of Daytona Beach Shores* or State law or are otherwise required to be moved by or at the direction of a public safety officer, from the point of origin to the place of business of the Towing Company and at a rate not greater than the applicable maximum rate specified herein, and provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter from the scene of an accident to a location within the City, as designated by the owner, other than the place of business of the Towing Company.
- c. When authorized by a representative of the City, the Towing Company shall, at no charge to City, tow City motor vehicles and motor vehicle seized under Chapter 932, *Florida Statutes*, or other controlling law, and provide for the towing within Volusia County and/or storage of any disabled or seized vehicle at no charge to the City. If a City motor vehicle is outside of Volusia County, standard Towing Company charges apply. Any heavy City equipment that requires towing will be charged at ½ rate of its GVWR.
- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e. The Towing Company guarantees that towing/wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that Towing Company personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least ninety five percent (95%) of all calls, it will be at the requested location within the city limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining five percent (5%) of calls, a wrecker will be at the location within thirty (30) minutes.

f. The Towing Company shall answer expeditiously all calls from the City for on-scene service at accidents and shall immediately remove all obstructions caused by accidents and provide for cleanups even if actual towing is not required.

g. Upon request, the Towing Company shall provide the City with reasonable assistance in the examination of motor vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the law enforcement authorities.

h. All services rendered by the wrecker under this Section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the Towing Company from charging the owner of the motor vehicle for such services according to the rates provided in Section 4.

SECTION 2. PER TOW PAYMENT TO THE CITY.

In consideration of the Towing Company being the City's exclusive towing company for the services set forth herein for the term of this Agreement, the Towing Company shall pay 131.75 per tow to the City, beginning April 1, 2023. The total for the prior month will be due on the first day of each month thereafter, the as long as this Agreement is in effect.

SECTION 3. TERM

a. The term of this Agreement shall be for a one (1) year period beginning _____ and ending _____. The City shall have the option of extending this Agreement for four (4) years in one year increments. Any adjustments in the maximum wrecker fees allowed and corresponding monthly payments to the City may also be negotiated at the time of renewal.

b. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this Agreement, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from another wrecker company licensed in the City. In such cases, the substitute wrecker must comply with the terms agreed upon herein.

SECTION 4. RATES CHARGED OWNERS.

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge of the vehicle being stored the rates listed below, provided that:

a. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.

b. An increase in the maximum rates specified herein may be negotiated at the end of each year covered by this Agreement, along with a corresponding increase in payment to the City.

c. The towing/servicing of City owned/leased vehicles shall be as outlined in Section 1.

d. The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City shall be as forth below:

Towing Charge: \$125.00

Storage: \$25.00/day outside; \$30.00/day inside plus state/local taxes.

Admin Fee: \$25.00 per vehicle

e. The Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and the City shall surrender all salvage rights for the vehicle to the Towing Company and shall retain no liens upon the vehicle.

f. No other charges or fees, other than those specified and authorized in this Agreement, are allowed for services provided under this Agreement.

SECTION 5. RATES CHARGED TO THE CITY.

The City shall not be charged for any services rendered to it under this Agreement except as specifically provided in this Agreement.

SECTION 6. PROHIBITED CHARGES.

The services called for in Section 1 shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City, nor shall the City in such a case, be responsible for payment of a tow charge or storage costs.

SECTION 7. SALVAGE RIGHTS.

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein excluding those vehicles seized and held for possible forfeiture by the City. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture or law enforcement investigation.

SECTION 8. STORAGE FACILITIES.

a. The Towing Company shall maintain a storage garage and/or outside storage facility complying with applicable building and zoning regulations. Such storage facility shall:

1) contain a minimum of twenty-five (25) spaces in an area which is completely fenced;

2) have available a minimum of four (4) spaces inside a building for the storing of vehicles which require law enforcement processing. These spaces shall be maintained to provide protection from the weather and security to preserve chain of custody for vehicles which require a law enforcement processing, and

3) be located within ten (10) miles of the City.

b. The Towing Company shall have an employee on duty at said storage facility twenty-four (24) hours a day, seven (7) days a week, including holidays.

c. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract; storage facilities shall be subject to periodic inspections at any time by the City during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within ten (10) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24.

d. Vehicles which have been marked "HOLD" for investigative or forfeiture purposes by the City shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. City personnel shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", an administrative fee for compliance with statutory notice requirements may be charged after the first forty-eight (48) hours so long as the wrecker service has complied with the requirements of controlling State law including, but not limited to, execution and mailing of the lien notice.

SECTION 9. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL.

a. The Towing Company shall, during the term of this Agreement, own or lease, in its name, a minimum of three (3) wreckers to provide the services called for by this Agreement. The Towing Company name shall be prominently displayed on the vehicles. The wreckers must include: at least one Class A wrecker, at least one Class B wrecker and at least one Class C wrecker as determined by the City. The wreckers of the Towing Company shall meet the requirements and specifications established by the City.

b. No owner, partner, employee, or agent of the Towing Company shall have been:

1) convicted of any felony when the person's civil rights have not been restored;

2) convicted of any felony, misdemeanor, or municipal ordinance violation directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this Section, any offense involving perjury, false statement, or dishonesty shall also be considered to be directly related to the business of operating a wrecker.

3) For the purposes of this Section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a verdict of guilty when adjudication is withheld and the accused is placed on probation.

c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.

SECTION 10. RADIO COMMUNICATIONS.

The Towing Company shall provide a two-way radio communication system between its office and all tow trucks operated by the Towing Company. The towing company shall maintain a direct telephone line for incoming police calls.

SECTION 11. NON-EXCLUSIVENESS OF SERVICE.

The Towing Company agrees that the owner or person in possession of any vehicle, which has been incapacitated, shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 12. BENEFITS FROM REPAIRS.

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility shall state the repairs/painting to be accomplished as well as the price and terms of payment therefore.

SECTION 13. LIABILITY OF TOWING COMPANY.

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the law enforcement authority in charge.

SECTION 14. PERSONAL PROPERTY IN VEHICLE.

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall provide a receipt to the Towing Company for the same.

SECTION 15. RELEASE OF THE VEHICLE.

The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner or person entitled to possession of the vehicle. Any vehicle which has been marked "HOLD" by the City cannot be released without prior written authority from the City. The

Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle. The storage facility must be open for the purpose of redemption of vehicles on any day that the Towing Company is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within one hour. The Towing Company shall deliver to the City by 9:00 a. m. daily or such other time period designated by the City a report of all vehicles released the previous day.

SECTION 16. POSTING CHARGES.

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the amounts listed in Section 4.

SECTION 17. ITEMIZED STATEMENTS.

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 18. INDEMNIFICATION.

The Towing Company shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 19. INSURANCE.

a. Required Insurance: The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and from companies satisfactory to the City:

1) Worker's Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work which is the subject of this Agreement. The insurance required by this subsection shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

2) Liability Insurance: General Liability Insurance, including coverage for operations, products-completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in

the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Section 18. The Liability Insurance shall name the City as an additional insured. The General and Automobile liability insurance shall each have a limit of liability of no less than \$1,000,000 for injury or death and no less than \$2,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$3,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3) Garage Keepers Legal Liability Insurance: Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City.

b. Proof of Insurance: The Towing Company shall furnish proof of insurance acceptable to the City prior to the award of a towing contract and the Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, Florida 32118"

If requested by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

SECTION 20. RECORDS, BOOKS AND PAYMENT.

The City reserves the right, during normal business hours to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to City on the first day of each

month for the duration of this Agreement. Copies of all wrecker company paid invoices for services provided each month as a result of this Agreement shall be submitted with the monthly payment, if requested by the City. Such invoices may be in the form of a computer printout.

a. The Towing Company shall maintain for at least one (1) year, following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.

2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the City every twenty-four (24) hours, or such other time period as authorized in writing by the City, describing each vehicle by make, year, model, VIN and Tag Number.

3) The records shall be submitted on computer disc if it proves logistically feasible, upon approval of the City.

b. The Towing Company shall provide facsimile machines, as approved by City, capable of transmitting documents between the City and the Towing Company.

c. The Towing Company shall comply with all laws of the State or Florida relating to public records as directed by the City.

SECTION 21. RIGHT TO CANCEL SERVICE CALL.

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the law enforcement radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

SECTION 22. COMPLIANCE WITH LAWS AND RULES.

The Towing Company agrees to and shall comply with all applicable provisions of Federal and State law, all applicable City ordinances, and the Rules of the Daytona Beach Shores Public Safety Department, as amended from time to time, unless otherwise provided by this Agreement.

SECTION 23. CASH BOND.

Prior to the effective commencement date of this Agreement, the Towing Company shall post a cash or surety performance bond in the amount of two thousand dollars (\$2,000) with the City, to be used by the City, in the event:

a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles, or

- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 for the purpose of defraying the cost of rebidding this Agreement.

SECTION 24. BREACH OF AGREEMENT.

a. It shall be the right of the City Manager, and any officials of the City which the City Manager may designate, to observe closely the wrecker service operations and, if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days the Towing Company has not eliminated the condition considered to be a breach of contract, the City Manager may so notify the City Council and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Council shall hear the Towing Company and the City representative, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including, but not limited to, cancellation of this Agreement, as hereinafter provided. Any lesser remedial action than cancellation shall not waive the City's right to further remedial action.

b. In addition to terminating this Agreement, the City may recover from the cash or surety bond all administrative costs as provided by Section 23.

c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or not hereafter existing at law or at equity or by statute.

SECTION 25. MISLEADING, DISHONEST AND ILLEGAL PRACTICES.

The Towing Company warrants that it will not engage in any misleading, dishonest or illegal practices with regard to the vehicles towed pursuant to this Agreement. Engaging in misleading, dishonest or illegal practices shall be deemed a violation and breach of this Agreement. The City shall promptly notify the Towing Company of an alleged violation and breach. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future within the twenty-four (24) hour period, the violation may be reported to the City Council for termination of this Agreement or other appropriate action as provided in Section 24. The City reserves the right to terminate this Agreement if it determines such action to be in the public interest.

SECTION 26. MISCELLANEOUS.

a. The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

b. The bid documents and specifications, attached hereto, are made a part of this Agreement as if fully set forth herein verbatim.

c. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.

d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF DAYTONA BEACH SHORES

By: _____
Kurt Swartzlander, City Manager

Date

Attest: _____
Cheri Schwab, City Clerk

TOWING COMPANY

Authorized Corporate Officer-

2/18/2023
Date

DEREK Thom Saw
PRINTED NAME

Attest: _____

PRINTED NAME

CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2023, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain Agreement dated the ____ day of _____, 2023 ("Agreement").

WITNESSETH:

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

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

3. 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.

4. 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.

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.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. N/A

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.

CONTRACTOR:



Print Name: DEREK THOMSON

Title: OWNER

Company: VOLUSIA COUNTY TOWING

Attest:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

By: Kurt Swartzlander, City Manager



CITY OF DAYTONA BEACH SHORES

BID SPECIFICATIONS

WRECKER SERVICES

CITY OF DAYTONA BEACH SHORES

**2990 S. ATLANTIC AVENUE
Daytona Beach Shores, FL 32118**

**BID OPENING DATE: 2:00 P.M. – February 15, 2023
LOCATION: CITY HALL, 2990 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118**

I. INFORMATION AND INSTRUCTIONS

A. General

The City of Daytona Beach Shores (City) is accepting bids for towing/wrecker services as described below.

B. Bids will be accepted from parties who:

1. Are free of any obligations and interests which might conflict with the interests of the City which qualification shall be part of the determination relative to whether a bidder is a responsible bidder.

2. Are also responsible in that they are a qualified towing/wrecker company having the capacity to provide motor vehicle towing services (with regard to wrecked and other motor vehicles) with an experienced professional staff and quality equipment.

3. Are responsive to this request for bids.

C. The City will not be liable for any costs incurred in preparation of bids.

D. The City reserves the right to conduct personal interviews, or require oral presentations, of any or all bidders, prior to selection of the successful contractor. The City will not be liable for any cost incurred by the bidders in connection with such interviews (i.e., travel, phone calls, etc.).

E. By submitting a bid, the bidder certifies that the bidder has fully read and understands the request for bids and has a working knowledge of the scope, nature, quantity, and quality of work to be performed.

F. The bidders shall furnish such additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder, as it deems appropriate.

G. The City reserves the right to conduct pre-contract negotiations with any or all bidders.

H. The City reserves the right to reject any or all bids, the right in its sole discretion to accept the bid which it considers most favorable to the City's interest, and the right to waive minor irregularities in the procedures. The City further reserves the right to seek new bids when such a procedure is in its best interest.

II. SERVICES TO BE PERFORMED AND INFORMATION REQUIRED FOR EVALUATION OF BIDS

A. General

The successful contractor shall provide for the towing and storage, when required, of motor vehicles (to include other typed of equipment and facilities that are in a status similar to that of a wrecked or disabled motor vehicle) from public or private property within the City when so authorized by a representative of the City.

B. Scope of Work-General Requirements

1. The successful contractor shall not engage or use the services of subcontractors in performing the contract unless the successful contractor obtains prior written approval from the City.
2. The successful contractor shall be responsible for supervision required to satisfactorily perform the requirements of the contract.
3. The successful contractor shall be responsible for keeping the areas of work as clean and confined as possible at all times.
4. The successful contractor must furnish all equipment necessary to satisfactorily complete the requirements of the contract.

C. Insurance

The successful 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. Worker's Compensation Insurance for all employees and subcontractors of the successful contractor connected with the work which is the subject of this Agreement. The insurance required by this subsection shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the successful contractor itself, if an individual, shall be excluded from the Workers' Compensation coverage.
2. Liability Insurance: General Liability Insurance, including coverage for operations, products-completed operations, and personal injury insuring the successful contractor and any other interests, including, but not limited to, any associated or subsidiary companies involved in the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the successful contractor for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the successful contractor's contract obligations. The Liability Insurance shall name the City as an additional insured. The General and Automobile liability insurance shall each have a limit of liability of no less than \$1,000,000 for injury

or death and no less than \$2,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$3,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. **Garage Keepers Legal Liability Insurance:** Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City.

4. **Proof of Insurance.** The successful contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement. Additionally, the successful contractor shall not commence work until the successful contractor has obtained all the insurance required.

III. SPECIFICATIONS

STORAGE FACILITIES.

a. The successful contractor shall maintain a storage garage and/or outside storage facility complying with applicable building and zoning regulations. Such storage facility shall:

- 1) contain a minimum of twenty-five (25) spaces in an area which is completely fenced
- 2) have available a minimum of four (4) spaces inside a building for the storing of vehicles which require law enforcement processing. These spaces shall be maintained to provide protection from the weather and security to preserve chain of custody for vehicles which require a law enforcement processing, and
- 3) be located within ten (10) miles of the City Limits of the City.

b. The successful contractor shall have an employee on duty at said storage facility twenty-four (24) hours a day, seven (7) days a week, including holidays.

c. Storage facilities shall be subject to inspection and shall be subject to approval by the City prior to contract award; storage facilities shall be subject to periodic inspections at any time by the Public Safety Director, or designee, during the contract term when deemed necessary by the City to ensure contract compliance. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the successful contractor in writing, and the successful contractor shall remedy the same within ten (10) days of receipt of such notice. Upon failure of the successful contractor to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to paragraph twenty-four (24) herein. A repeated breach shall result in the City exercising its right to terminate the contract.

IV. EVALUATION OF BIDS

The contract will be awarded to the most responsible and responsive bidder providing the highest quality services at the most beneficial payment to the City. The bidder shall insert the amount per tow to be paid to the City in the blank set forth in the contract form which shall be used in contracting with the successful contractor. The successful contractor shall not seek amendment or revision of such form.

V. ADDITIONAL INFORMATION (GATHERING PROCESS)

- A. To ensure fair consideration for all bidders, the City prohibits communication to, or with, any department or employee, other than the City Clerk, during the submission process.
- B. The total number of tows for the year 2022 was 236 and for the year 2021 it was 243.
- C. In the event of a tie, each bidder that has submitted a tying bid shall submit a written last and final amount under cover, as implemented by the City Clerk, and the bidder submitting the best bid for the City shall be the successful bidder. In the event that that process results in a tie bid, that tie shall be resolved by the flip of a coin with the caller of the coin being determined alphabetically.
- D. Any questions relative to interpretation of specifications or the bid process shall be directed to:

Cheri Schwab
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: 386-763-5364

VI. RECEIPT OF BID

Bids must be received on or before February 15, 2023 at 2:00 p.m.

VII. BIDS BINDING FOR 120 DAYS

All bids submitted shall be binding for one hundred and twenty (120) calendar days following the above due date for receipt of bids. The City Clerk may require a bid bond in her discretion.

VIII. LATE BIDS

Bids received by the City after the time specified for bid opening shall not be considered.

IX. 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 will serve as the agreement.

PROPOSED BY: VOLUSIA COUNTY Towing

NAME, TITLE (typed or printed): DELEK J. HERNANDEZ

NAME OF COMPANY: Hernandez Holdings Enterprises LLC D.B.A Volusia County Tow

MAILING ADDRESS: 345 8TH STREET

CITY, STATE AND ZIP: Holly Hill FL 32117

AREA CODE/ TELEPHONE NUMBER: 386 872 7200

SIGNATURE: [Signature]

DATE: 2/15/2023

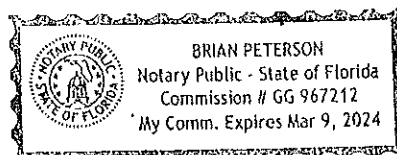
STATE OF Florida

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed (name of individual signing) his/her signature in the space provided above on this February 15 day of 2023.

[Signature]
NOTARY PUBLIC

My commission expires: March 9 2024



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: VOLUSIA COUNTY TOWING

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

TITLE: OWNER

ADDRESS: 365 8TH Street

CITY, AND STATE: Holly Hill Florida FL 32117

TELEPHONE: 386 872 7200

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.

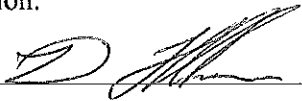
NO BID (Reason):

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

A handwritten signature in dark ink, appearing to be 'D. M.', is written over a horizontal line.



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval to award Public Safety Annex Building Roof Bid

SYNOPSIS:

The Public Safety Annex Building Roof was damaged due to the recent impacts of hurricanes Ian and Nicole. The annex houses the City's fleet maintenance, Public Safety evidence and property room, gym, showers and lockerroom. As a stop gap, the City temporarily repaired the roof. However, the roof system is in need of a complete replacement and therefore bid specs were drafted. The bid was then posted pursuant to Florida Law and the City's Purchasing Policy.

The sole bid that was submitted came from AAT Roofing, LLC at \$270,524. Staff has researched the company and the reviews were excellent.

This is not a budgeted item. However, please see the Fiscal Impact Statement below for more information on budgetary impacts.

FISCAL IMPACT STATEMENT:

The Public Safety Annex roof was damaged due to Hurricane Ian. Hurricane expenses are budgeted for with contingency each year. The \$270,524 for the roof will deplete contingency to a balance of \$686,476.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval of Consent Agenda.

ATTACHMENT: 1. AAT Roofing LLC

COPY



Date: February 21, 2023

Project: Direct Replacement of Roofing at Public Safety
Annex Facility

Owner: City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

Contractor: A.A.T. Roofing, LLC
Contact: James L. Hayes
5629 S. Ridgewood Avenue
Port Orange, FL 32127
Telephone: 386.761.2830
E-Mail: jim@aatroofing.com

February 21, 2023

City of Daytona Beach Shores
Attn: Cheri Schwab
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

RE: Public Safety Annex Facility
Roofs A, B & C

Scope of Service to be Performed:

- Remove all existing roof materials and related flashings.
- **Roof A (Wood Deck):**
 - Re-nail with 8D ring shank nails and dry in using WR Grace Ice and Water Shield self-adhesive membrane over entire roof area.
- **Roofs B & C (Concrete Decks):**
 - Torch apply (1) layer of smooth surface modified bitumen over entire roof areas.
- **Roofs A, B & C:**
 - Install 1-½" start ¼" per foot tapered EPS systems.
 - Sheet entire roof area using ½" securock.
 - Install 80 mil PVC over all roof areas.
 - Replace all nailers on edge of roofs.
 - Trench perimeter approximately 10" from edge.
 - In trench, install air seal rope under sheet with termination bar over sheet, fastened every 6" with #15 fasteners or drive pins.
 - Backfill trench with EPS board to existing roof height, cover board with securock and fastened to nailers with #14 fasteners through 3" plates.
 - Fully adhere 80 mil sheet over trench at perimeter and up walls and curbs approximately 3".
 - Install air seal tape behind sheet and termination bar over sheet secured 6" O.C. at all walls and curbs.
 - Sheet all walls and curbs with ½" securock, fasten with #14 fasteners through 3" plates, wall at **Roofs B & C** covered 100%, wall at **Roofs A to B** flashed 8" above finished roof with tape and termination bar at top of flashing covered with aluminum k-flashing.
 - Extend 3" VTR on **Roof C**, finger cut membrane around pipe, seal with unsupported clamp with stainless-steel clamp install pre-manufactured pipe boot air seal tape and stainless-steel clamp on top of boot.

- Seal base of all A/C stand legs and install PVC split boots with air seal tape and stainless-steel clamp at top of leg.
- Sheet all curbs with securock, fully adhere 80 mil PVC tape and termination bar at top of all curbs and finish with aluminum counter flashing.
- Install PVC pre-manufactured in/out corners and t-patches as needed.
- Install valves per manufacturer requirements.
- Install PVC clad drip edge 4" face at all areas without gutter.
- Install 430' of 7" Gutter and downspouts as follows:
 - **Roof A** – Eastside and 10' on North and South sides
 - **Roof B** – East and West sides
 - **Roof C** – East, South and West sides
- Install walk tread at HVAC unit service side **Roof B**.
- Install 80 mil sheet into gutters on rear vertical with air steel tape under sheet and termination bar over sheet secured 6" O.C. with zac fasteners.

Commitment to perform services:

- A.A.T. Roofing, LLC affirms that the scope of work detailed in the scope of services to be performed will be executed and completed in a safe and professional manner.

Bid Total: \$258,524.00 – Scope of Work
 \$ 12,000.00 – Payment & Performance Bond
 \$270,524.00

References

- Horizons Condominium
 1420 N. Atlantic Ave.
 Daytona Beach, FL 32118
 Contact: Jennifer Keenan, Manager/CAM
 Telephone: (386) 255-0790
- Golden Arms Condominium
 601 N Atlantic Ave.
 New Smyrna Beach, FL 32169
 Contact: Rebekah Collett, CAM
 Telephone: (386) 428-2641
- Sand Dollar Condominium
 3115 S. Atlantic Ave.
 Daytona Beach Shores, FL 32118
 Contact: Mark Annon, CAM
 Telephone: (386) 212-8909

XI. 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: A.A.T. Roofing, LLC

NAME, TITLE (typed or printed): James L. Hayes, President

NAME OF COMPANY: A.A.T. Roofing, LLC

MAILING ADDRESS: 5629 S. Ridgewood Ave.

CITY, STATE AND ZIP: Port Orange, FL 32127

AREA CODE/ TELEPHONE NUMBER: 386-767-1886

SIGNATURE: _____

DATE: 2-21-23

STATE OF Florida

COUNTY OF Volusia

THE FOREGOING instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2023, by James L. Hayes, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public

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: A.A.T. Roofing, LLC

ADDRESS: 5629 S. Ridgewood Ave.

CITY AND STATE: Port Orange, FL 32127

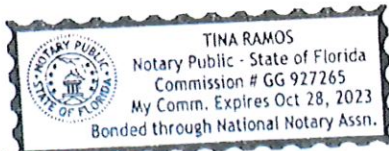
TELEPHONE: 386-767-1886

SIGNED BY: *James L. Hayes*
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

STATE OF Florida
COUNTY OF Volusia

THE FOREGOING instrument was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 20th day of February, 2023, by James L. Hayes, who is personally known to me or who has produced _____ as identification.



Tina Ramos
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.

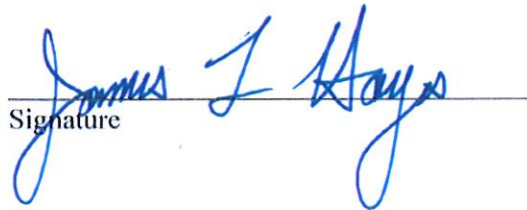
NO BID (Reason):

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

A handwritten signature in blue ink, appearing to read "James I. Hayes", is written over a horizontal line.

CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of February, 2023, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and A.A.T. Roofing, LLC, hereinafter referred to as "Contractor", concerning that certain Agreement dated the ____ day of February, 2023 ("Agreement").

WITNESSETH:

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

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

3. **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.

4. **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.

5. **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.

6. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. **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.

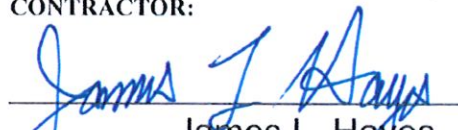
8. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this 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.

9. **Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. N/A

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.

CONTRACTOR:


Print Name: James L. Hayes
Title: President

Company: A.A.T. Roofing, LLC

Attest:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

By: Kurt Swartzlander, City Manager

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE A.A.T. Roofing, LLC
5629 S Ridgewood Avenue, Port Orange, FL 32127

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Daytona Beach Shores

as Obligee, hereinafter called the Obligee, in the sum of -TEN PERCENT (10%) OF PROPOSED BID-

Dollars (\$ ---10%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Direct Replacement of Roofing at Public Safety Annex Facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of February, 2023

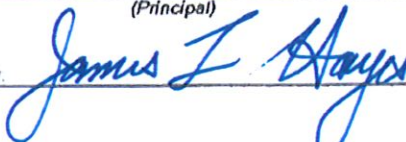

(Witness)

A.A.T. Roofing, LLC

(Principal)

(Seal)

By



?

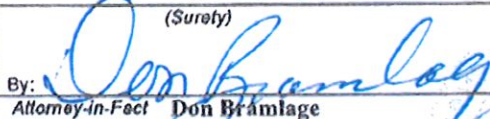
(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By:



Attorney-in-Fact Don Bramlage

(Title)


Natalie C. Demers (Witness)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don Bramlage; Edward M Clark; Laura D Mosholder

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

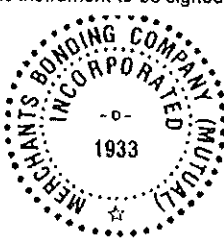
"The President, Secretary, Treasurer, or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

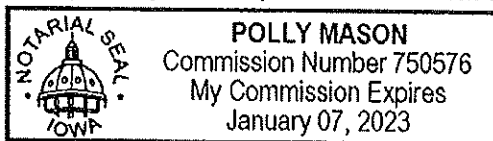


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

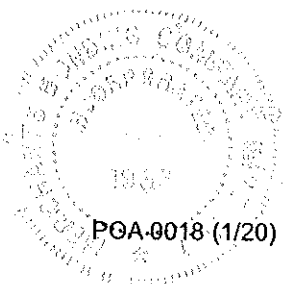


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of February, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789		CONTACT NAME: Christine McCrary PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850 E-MAIL: CMcCrary@ClossonInsurance.com ADDRESS:	
INSURED A.A.T. Roofing, LLC 5629 S. Ridgewood Avenue Port Orange FL 32127		INSURER(S) AFFORDING COVERAGE INSURER A: James River Ins Co INSURER B: AUTO OWNERS INSURANCE COMPANY INSURER C: American Zurich Insurance Co. INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 18988 40142	

COVERAGES**CERTIFICATE NUMBER:** 9.19.22 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			00073806-6	09/19/2022	09/19/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMPI/OP AGG \$ 2,000,000
	OTHER:						Per Proj Agg Cap \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY			5159861601	02/10/2022	02/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							FL PIP Basic \$ 10,000
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	☐ Inland Marine			EC10445197	06/08/2022	06/08/2023	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Rented Equipment \$100,000
							Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Daytona Beach Shores is included as additional insured regarding the General Liability and Auto Liability as required by written contract per attached policy forms. Coverage is Primary and Non-Contributory with regards to the General Liability. A waiver of Subrogation applies to both the General Liability and Auto Liability as required by contract per attached policy forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Daytona Beach Shores 2990 S Atlantic Ave Daytona Beach Shore FL 32118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED RESIDENTIAL HOUSING

Name Of Additional Insured Person(s) Or Organization(s):	Description and Location
Where required by written contract or written agreement.	"residential housing" location(s): All "residential housing" projects of the Named Insured.

SECTION II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

The insurance provided to the additional insured under this endorsement is limited as follows:

1. The person or organization scheduled above is only an additional insured with respect to liability which is imputed to such additional insured arising solely out of :
 - a. "your work" or "your product", and
 - b. with respect to "residential housing."
2. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products - completed operations hazard" unless you are required to provide such coverage by written contract or written agreement but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product".
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following definitions are added to SECTION V – DEFINITIONS of this policy:

"Residential housing" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential housing" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

"Apartments building" means a structure containing two or more separate "apartments."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (SCHEDULED) – WHEN REQUIRED IN
WRITTEN CONTRACT OR AGREEMENT;
APARTMENTS AND ALL CONSTRUCTION OTHER
THAN RESIDENTIAL DEVELOPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – Who Is An Insured is amended to include any person or organization shown in the Schedule for which you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage." Coverage provided such additional insured is only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s), providing that:

"your work" or "your product" related to Covered Operations shown in the Schedule above, is other than "residential development" of any description.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. For the purposes of this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured designated in the Schedule, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

The following definitions are added to SECTION V – DEFINITIONS of this policy:

"Residential development" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential development" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

"Apartments building" means a structure containing two or more separate "apartments."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS –
APARTMENTS AND ALL CONSTRUCTION OTHER
THAN RESIDENTIAL DEVELOPMENT- SCHEDULED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Covered Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **SECTION II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work", as described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" as described in the Covered Completed Operations, schedule above.

B. The insurance provided to the additional insured under this endorsement is limited as follows:

Covered Completed Operations shown in the schedule above shall not include "residential development" of any description.

C. For the purposes of this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured designated in the Schedule, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. The following definitions are added to **SECTION V – DEFINITIONS** of this Policy:

"Residential development" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential development" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

"Apartments building" means a structure containing two or more separate "apartments."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George	
	PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No):	
INSURED Workforce Business Services, Inc. Alt. Emp: A.A.T. Restoration Group Inc 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 22FL079927562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC 90-00-818-12	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2022	12/31/2023	Client# 054539

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
A.A.T. Restoration Group Inc
5629 S Ridgewood Avenue
Port Orange, FL 32127

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER City of Daytona Beach Shores 2990 S Atlantic Ave Daytona Beach Shores, FL 32118	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**IN FAVOR OF:**

City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118

WORK PERFORMED BY CO-EMPLOYEES OF:

A.A.T. Restoration Group Inc
5629 S Ridgewood Avenue
Port Orange, FL 32127

ON THE FOLLOWING PROJECT:**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2022

Policy No: WC 90-00-818-12

Endorsement No:

Insured: Workforce Business Services, Inc. Alt. Emp: A.A.T. Restoration Group Inc

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Acceptance of a \$130,000 grant from the Department of Environmental Protection Resilient Florida Program

SYNOPSIS:

The city applied for a grant from the Florida Department of Environmental Protection (FDEP) Resilient Florida Program in August 2022 to complete a citywide vulnerability assessment in cooperation with Volusia County.

FISCAL IMPACT STATEMENT:

If approved, the city will increase grant funds revenue by \$130,000.

BACKGROUND:

Per the requirements of state statute, 380.093, F.S., the City is required to develop a vulnerability assessment (VA) regarding current and future flooding and sea level rise on critical assets. The State of Florida, through FDEP, is offering grants to municipalities to help cover the cost of this study.

The study will involve three tasks:

1. A vulnerability assessment with maps

This will include a complete citywide vulnerability assessment, in coordination with Volusia County, of critical significant assets.

2. Community engagement

Public outreach will be utilized to obtain input on priorities, policies, resiliency and adaption strategies for implementation.

3. Peril of Flood Policy Development

Updating of the City's Comprehensive Plan Coastal Management Element from assessment findings.

This study is used to identify potential current and future needs with regard to flooding and sea level rise.

The city must sign and return the FDEP Federal Funding Accountability and Transparency Act Form, the agency contact information form, and all insurance requirements within 30 days at which time a contract will be issued.

LEGAL REVIEW:**RECOMMENDATION:**

City staff recommends approval of the resiliency grant for \$130,000.

SUGGESTED MOTION:

To accept the FDEP resiliency grant of \$130,000.

- ATTACHMENT:**
1. FFATA Form 3.23.22 Completed
 2. SLFRF Reporting Requirements for Contracts and Grants 2.8.23 Completed
 3. Agreement Contact Information Form Completed



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: Z4MVCMLG2G63

(UEI must be twelve (12) characters not including dashes)*

Federal Award ID Number (FAIN#): SLFRP0125

Catalog of Federal Domestic Assistance (CFDA)#: 21.027

DEP Assigned Grant Agreement#: _____

Dollar Amount of Grant Disbursement: \$ 130,000.00

** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at <https://sam.gov/content/home> to register your entity to request a Unique Entity ID.*

Business Name: City of Daytona Beach Shores

DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: 2990 South Atlantic Ave.

Address Line 2: _____

Address Line 3: _____

City: Daytona Beach Shores

State: FL

Zip+4: 32118



Florida Department of Environmental Protection

Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Description of Project (up to 4000 characters):

Per the requirements of state statute, 380.093, F.S., the City of Daytona Beach Shores is required to develop a Vulnerability Assessment (VA). The East Central Florida Regional Planning Council (ECFRPC) will conduct a VA in coordination with both Volusia County and the City to provide an understanding of the City's vulnerabilities regarding current and future flooding and sea level rise. Community engagement will familiarize residents with the VA process while fostering and empowering community conversations around resilience terminology and concepts. Through updated methodologies and data, the VA will provide information for residents and stakeholders, which will be delivered through a comprehensive public participation process—one of the key components of the project.

Task 1: Vulnerability Assessment with Maps – Citywide vulnerability assessment and critical/regionally significant asset audit and inventory

The project team will complete a citywide vulnerability assessment (in coordination with Volusia County) of critical and regionally significant assets based on the state statute utilizing available and attainable data. The project team will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources will be defined within the associated metadata.

Task 2: Community Engagement – Engage stakeholders in the City through a public outreach meeting to enhance education on state statutes, vulnerabilities assessments, and to obtain input on priorities, policies, resiliency and adaptation strategies for implementation. A public online survey will also be used to engage stakeholders.

The project team will conduct at least one public outreach meeting during the project. The purpose of the first meeting will be to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

Task 3: Peril of Flood Policy Development – Develop Peril of Flood Policies for the Coastal Element of the City's Comprehensive Plan.

The City's Comprehensive Plan Coastal Management Element language will be updated to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft Comprehensive Plan amendments will address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood. In coordination with the ECPRPC, the City will draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment (s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: City-wide

Address Line 2: _____

Address Line 3: _____

City: Daytona Beach Shores

State: FL

Zip+4: 32118

Congressional District for Principal Place of Project Performance: District 7

(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

YES ☐	NO ☒	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
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If the answer to Question 1 is "Yes," continue to Question 2.

If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

YES ☒	NO ☐	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?
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If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) Mayor

of (enter Business Name) City of Daytona Beach Shores

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: Nancy J. Miller Title: Mayor

Signature: _____ Date: 3/14/23

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) Mayor

Of (enter Business Name) City of Daytona Beach Shores

Certifies that on the date written below, the information provided herein is accurate.

Nancy J. Miller
Print Name

Mayor
Title

Signature

03/14/2023
Date



State and Local Fiscal Recovery Funds (SLFRF) Reporting Requirements

Contracts and Grant Agreements funded with SLFRF funds are required additional reporting requirements to be kept with the project file. Complete the required reporting questions below and return to your Contract/Grant Agreement's Contract/Grant Manager.

1. Provide a brief narrative as to how the Contractor/Grantee will comply with Title VI of the Civil Rights Act of 1964.

The contractor will maintain a work environment that is free from discrimination and harassment based on protected categories such as race, religion and sex.

2. No additional reporting requirements.

Nancy J. Miller
Printed Name of Authorized Representative

East Central FL Regional Planning Council
Contractor/Grantee Name

Signature of Authorized Representative

Mayor
Title

City of Daytona Beach Shores Comprehensive Vulnerability Assessment
Project Name

AGREEMENT CONTACT INFORMATION

PROJECT TITLE: City of Daytona Beach Shores Comprehensive Vulnerability Assessment

GRANTEE:

Organization Name (i.e., city or county) City of Daytona Beach Shores

Mailing Address: 2990 South Atlantic Ave.

City: Daytona Beach Shores State: FL Zip: 32118

Physical Address (if different from mailing): _____

City: _____ State: _____ Zip: _____

Phone Number: 386-763-5328

Grant agreement number (will be assigned): _____

Federal Employer ID Number: 59-6044103

Award Amount: 130,000.00

Match Amount (if required): _____

AUTHORIZED REPRESENTATIVE (Person to sign agreement. Include name and official title.)

Name : Nancy J. Miller, Mayor

Mailing Address: 2990 South Atlantic Ave.

City: Daytona Beach Shores State: FL Zip: 32118

Physical Address (if different from mailing): _____

City: _____ State: _____ Zip: _____

Phone Number: 386-763-5362

E-mail Address: nmiller@cityofdb.org

GRANT MANAGER:

Name: Lory B. Irwin

Employer: City of Daytona Beach Shores

Title: Finance Director

Mailing Address: 2990 South Atlantic Ave.

City: Daytona Beach Shores State: FL Zip: 32118

Phone Number: 386-763-5328

E-mail Address: lirwin@cityofdb.org

FISCAL AGENT:

Name: Lory B. Irwin

Employer: City of Daytona Beach Shores

Title: Finance Director

Mailing Address: 2990 South Atlantic Ave.

City: Daytona Beach Shores State: FL Zip: 32118

Phone Number: 386-763-5328

E-mail Address: lirwin@cityofdb.org

AGREEMENT CONTACT INFORMATION

CONTRACTOR (if applicable & known):

Organization Name: East Central Floirda Regional Planning Council

Contact Person Name: Brenda Defoe-Surprenant

Title: Director of Planning

Mailing Address: 455 N. Garland Ave.

City: Orlando

State: FL

Zip: 32801

Phone Number: 407-245-0300 ext 336

E-mail Address: bdefoe-surprenant@ecfrpc.org

ADDITIONAL CONTACTS:

Name: Jeri Hall

Phone Number: 386-763-5365

Email Address: jhall@cityofdbs.org

Name: Kurt Swartzlander

Phone Number: 386-763-5329

Email Address: kswartzlander@cityofdbs.org

Name: _____

Phone Number: _____

Email Address: _____



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of the East Central Florida Regional Planning Council (ECFRP) as a sole source vendor for the FDEP Resiliency Grant.

SYNOPSIS:

If approved, the city will be receiving a reimbursement grant from the Florida Department of Environmental Protection Resilient Florida Program for \$130,000 for a vulnerability assessment regarding current and future flooding and sea level rise. Volusia County has also received grant funding for a similar study. It makes economical sense for the city to work in conjunction with Volusia County as the city is within the County and data could be shared rather than created in both instances. The County is utilizing the East Central Florida Regional Planning Council for their assessment. City staff feels it would be economically beneficial to utilize the same vendor.

FISCAL IMPACT STATEMENT:

If approved, the city will receive a reimbursement grant for \$130,000 for a vulnerability assessment. Costs beyond \$130,000 are unknown and payable by the city.

BACKGROUND:

The city applied for a vulnerability assessment grant in August 2022 after speaking with the Resilient Florida personnel, Volusia County Sustainability and Resilience, engineers and the East Central Florida Regional Planning Council (ECFRPC). Quotes and scope of work were evaluated. It was determined Volusia County was also performing a vulnerability assessment and using ECFRPC to perform the study. It made sense to staff to utilize the ECFRPC scope of work as it reflected coordination with Volusia County.

If the grant is approved, the city will be receiving a reimbursement grant from the Florida Department of Environmental Protection Resilient Florida Program for \$130,000 for a vulnerability assessment regarding current and future flooding and sea level rise. Volusia County has also received grant funding for a similar study. It makes economical sense for the city to work in conjunction with Volusia County as the city is within the County and data could be shared rather than created in both instances. The County is utilizing the East Central Florida Regional Planning Council for their assessment. City staff feels it would be economically beneficial to utilize the same vendor.

LEGAL REVIEW:

RECOMMENDATION:

City staff is recommending approval of the East Central Florida Regional Planning Council as a sole-source vendor for the vulnerability assessment.

SUGGESTED MOTION:

Approval of East Central Florida Regional Planning Council as a sole source vendor for the city vulnerability assessment.

ATTACHMENT: 1. ECFRPC_Scope of Services_DBS_VA_2022



East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org

Tara McCue, AICP
Executive Director

Scope of Services:

City of Daytona Beach Shores Vulnerability Assessment with Community Engagement by the East Central Florida Regional Planning Council (ECFRPC)

Per the requirements of state statute, 380.093, F.S., the City of Daytona Beach Shores is required to develop a Vulnerability Assessment (VA). The Resilient Florida Program, via the Florida Department of Environmental Protection (FDEP), offers grants to local communities to identify and assess the effects of flooding and sea level rise on critical government infrastructure. The East Central Florida Regional Planning Council (ECFRPC) will conduct a VA in coordination with both Volusia County and the City to provide an understanding of the City's vulnerabilities regarding current and future flooding and sea level rise. Community engagement will familiarize residents with the VA process while fostering and empowering community conversations around resilience terminology and concepts. Through updated methodologies and data, the VA will provide information for residents and stakeholders, which will be delivered through a comprehensive public participation process—one of the key components of the project. This quote includes a vulnerability analysis, community/public engagement, "peril of flood" policy development for the coastal element, and recommendations for the City to consider. The scope outlines the components of each task, cost and timeline.

Task 1: Vulnerability Assessment with Maps – Citywide vulnerability assessment and critical/regionally significant asset audit and inventory

The project team will complete a citywide vulnerability assessment (in coordination with Volusia County) of critical and regionally significant assets based on the state statute utilizing available and attainable data. The project team will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata

Deliverable: Report to include text, maps, and figures/charts; GIS database

Timeframe: TBD (Dependent on grant funding via FDEP).

Cost: \$75,000

Task 2: Community Engagement – Engage stakeholders in the City through a public outreach meeting to enhance education on state statutes, vulnerabilities assessments, and to obtain input on priorities, policies, resiliency and adaptation strategies for implementation. A public online survey will also be used to engage stakeholders.

Executive Committee

Chair
Emily Bonilla
County Commissioner
Orange County

Vice Chair
Amy Lockhart
County Commissioner
Seminole County

Secretary
Julian Green
City Commissioner
City of Wildwood

Treasurer
Craig Estep
County Commissioner
Sumter County

Immediate Past Chair
Sean Parks
County Commissioner
Lake County

Member at Large
Peggy Choudhry
County Commissioner
Osceola County

Member at Large
Mindy Gibson
City Councilmember
City of Satellite Beach

The project team will conduct at least one public outreach meeting during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The project team will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverable: Creation and facilitation of at least one public outreach meeting, agenda, sign-in sheets, presentation, summaries in pdf format, development of a public online survey, and a full “stakeholder engagement report” documenting the process, outreach summary, and survey results.

Timeframe: TBD (Dependent on grant funding via FDEP).

Cost: \$40,000 (all materials needed for the open house; boards, posters, etc.)

Task 3: Peril of Flood Policy Development – Develop Peril of Flood Policies for the Coastal Element of the City’s Comprehensive Plan.

The project team will update the City’s Comprehensive Plan Coastal Management Element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft Comprehensive Plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood. In coordination with the ECFRPC, the City will draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department’s Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department’s Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverable: Peril of Flood goals in strikethrough/underline, objectives, and policies with related data and figures.

Timeframe: TBD (Dependent on grant funding via FDEP).

Cost: \$15,000

Total Cost: \$130,000

Total Timeframe: TBD

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Orange County

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Seminole County

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Peggy Choudhry
County Commissioner
Osceola County

Member at Large
Mindy Gibson
City Councilmember
City of Satellite Beach



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Fowler, Public Safety Director

PREPARED BY: Mike Fowler, Public Safety Director

SUBJECT: Approval of Mutual Aid Agreement between Public Safety and FDLE regarding the Central Florida Child Abduction Response Team

SYNOPSIS:

This is a continuation of the existing agreement between local agencies and sheriffs' offices and FDLE for the combined response to abducted children calls.

FISCAL IMPACT STATEMENT:

BACKGROUND:

DBSDPS has an existing agreement to respond, along with other agencies statewide, to cases of abducted children. This agreement with FDLE continues that agreement and provides authority and jurisdiction as appropriate.

LEGAL REVIEW:

RECOMMENDATION:

Approve Director Fowler execute the agreement on behalf of the city.

SUGGESTED MOTION:

Motion to approve Director Fowler execute the agreement on behalf of the city.

ATTACHMENT:

1. 2023 CART Cover Letter
2. OROC Agency Acceptance Template
3. OROC CART MAA



Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Criminal Investigations and Forensic Science
Orlando Regional Operations Center
500 W. Robinson Street
Orlando, FL 32801-1771
(800) 226-8521
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

February 6, 2023

To Whom It May Concern:

Enclosed for your consideration is a Voluntary Cooperation Mutual Aid Agreement between your agency and FDLE regarding the Central Florida Child Abduction Response Team. Should your agency choose to participate, please sign in blue ink, keep a copy for your files, and return the original to our office at the address listed above. Once the document is fully executed, the original document will be maintained at FDLE's Tallahassee headquarters and I will send you a copy for your records.

Should you have any questions or concerns, please feel free to contact me at 407-540-3836.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Griffin Guarch".

Heather Griffin Guarch
Regional Legal Advisor
Orlando Regional Operations Center
Florida Department of Law Enforcement

Enclosure

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION
RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the County Sheriff's Office

Name Of Sheriff
County Sheriff

Date of Execution

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION
RESPONSE TEAM.**

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For the City Police Department

Name Of Chief
Chief of Police

Date of Execution

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2025, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION
RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Florida Department of Law Enforcement (FDLE):



J. Mark Glass, Commissioner
Florida Department of Law Enforcement

01 FEB 2023

Date

Legal Review by ROS (attorney initials)



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: MOU with Volusia Sheriff regarding registration of Sexual Offenders/Predators

SYNOPSIS:

This agreement provides for participation in a system administered by VSO that monitors sexual offenders and predators. Without this system, DBS would need to develop a stand-alone system.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The monitoring of Sexual Predators, Sexual Offenders, Career Criminals, and Florida Career Offenders by local law enforcement is required by Florida State Statute. These criminals move across jurisdictional boundaries on a regular basis. Only a coordinated system of monitoring these criminals will diminish the vulnerability of potential victims. This Memorandum of Understanding seeks that system of coordination among the local law enforcement agencies within Volusia County, Florida.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Director Fowler executing on behalf of the city.

SUGGESTED MOTION:

Motion to approve Director Fowler execute the agreement on behalf of the city.

ATTACHMENT: 1. Sexual Predator Offender MOU 2023

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Purpose:

The monitoring of Sexual Predators, Sexual Offenders, Career Criminals, and Florida Career Offenders by local law enforcement is required by Florida State Statute. These criminals move across jurisdictional boundaries on a regular basis. Only a coordinated system of monitoring these criminals will diminish the vulnerability of potential victims. This Memorandum of Understanding seeks that system of coordination among the local law enforcement agencies within Volusia County, Florida.

Volusia Sheriff's Office Responsibilities:

The Volusia Sheriff's Office is the primary point of contact within Volusia County for the monitoring, management and registration of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons. The Volusia Sheriff's Office shall conduct all registrations of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons within the county.

Registrations include:

-Sexual Predators must register initially upon establishing residency in Volusia County and quarterly thereafter as required by Florida State Statute 775.21.

-Sexual Offenders must register initially upon establishing residency in Volusia County and quarterly or semi-annually thereafter or quarterly as required by Florida State Statute 943.0435

-Florida Career Offenders must register upon their release from the Department of Corrections as required by Florida State Statute 775.261

-Career Criminals must register upon their release from the Department of Corrections as required by Florida State Statute 775.261

-All convicted felons must register upon their release from the Department of Corrections as required by Florida State Statute 775.13

The Volusia Sheriff's Office shall maintain a Career Criminal Unit which coordinates the monitoring and management of all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons countywide. The Career Criminal Unit shall act as the Records Custodian for all documents relating to compliance or noncompliance of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders, and felons with state law.

The Volusia Sheriff's Office Career Criminal Unit shall maintain a central database (Offender Watch®) on all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders, and felons living in Volusia County. This database shall be made available to all signatory law enforcement agencies and any requesting non-signatory law enforcement agency within Volusia County free of charge. The Career Criminal Unit will be the primary system administrator for the database and shall maintain and manage all users of the system to ensure compliance with state and federal laws. All participating signatory agencies will be requested to complete training using the database system for offender management purposes.

Upon receipt of notification that a new Sexual Predator, Sexual Offender, Career Criminal, or Florida Career Offender has moved into Volusia County or one has changed addresses or has been identified as

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

violating laws pertaining to the offender's classification, the Volusia Sheriff's Office Career Criminal Unit shall expediently notify the law enforcement agency having primary jurisdiction over the address of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender. This notification will be completed by electronic mail or by telephone to the appropriate agency or district.

Once the signatory law enforcement agencies receive the electronic email notification, the signatory agencies will complete an address verification check on the Sexual Predator, Sexual Offender, Career Criminal or Florida Career Offender within 48 hours. If the notification is a new law violation on an offender, the Career Criminal Unit will address the violation with the signatory law enforcement agency in the electronic mail notification in order for the appropriate action to be taken.

The Volusia Sheriff's Office Career Criminal Unit shall host quarterly training and intelligence exchange meetings regarding Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and felons as requested or needed.

Law Enforcement Agency Responsibilities:

Each signatory law enforcement agency has the primary responsibility for all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons living within its jurisdiction to include enforcement and compliance as described in Florida State Statute. The Volusia Sheriff's Office will not supersede or interfere with this responsibility except as required by law or by request of the primary law enforcement agency.

Each signatory law enforcement agency shall provide points of contact and electronic mail addresses to the Volusia Sheriff's Office Career Criminal Unit. These points of contact will receive Sexual Predator, Sexual Offender, Career Criminal and Florida Career Offender notifications in a timely manner.

Each signatory law enforcement agency shall conduct Sexual Predator community notifications, as described by Florida State Statute 775.21, within 48 hours of being notified of the presence of a Sexual Predator in their jurisdiction by the Career Criminal Unit.

Each signatory law enforcement agency shall verify the address of each Sexual Predator or Sexual Offender residing within its jurisdiction, at least quarterly, or upon request of the Career Criminal Unit. Additionally, each signatory law enforcement agency shall verify the address of each Career Criminal and Florida Career Offender residing within its jurisdiction, upon their initial release from the Department of Corrections or upon request from the Career Criminal Unit.

Each signatory law enforcement agency shall log all law enforcement activity, including all contacts, pertaining to specific Sexual Predators, Sexual Offenders, Career Criminals or Florida Career Offenders into the Volusia Sheriff's Office database (Offender Watch®). These records will document the activity no matter where the Sexual Predator, Sexual Offender, Career Criminal or Florida Career Offender moves or resides within the County of Volusia.

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

New Smyrna Beach Police Department, Interim Chief of Police Eric Feldman
Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

Orange City Police Department, Wayne Miller, Chief of Police
Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

Ormond Beach Police Department, Jesse Godfrey, Chief of Police
Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

Ponce Inlet Police Department, Jeffrey Glazier, Chief of Police
Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender, Felon Compliance and Registration
Memorandum of Understanding**

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

Port Orange Police Department, Manuel Marino, Chief of Police

Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
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Memorandum of Understanding**

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South Daytona Police Department, Mark Cheatham, Chief of Police
Date: _____

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Deland Police Department, Jason Umberger, Chief of Police

Date: _____

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Daytona Beach Police Department, Jakari Young, Chief of Police

Date: _____

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Lake Helen Police Department, Robert Mullins, Chief of Police

Date: _____

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Edgewater Police Department, Joseph Mahoney, Chief of Police
Date: _____

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Daytona Beach Shores Public Safety, Michael Fowler, Director

Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
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State Attorney's Office, Noel Griffin, Chief Investigator at 7th Circuit State Attorney's Office
Date: _____

**Sexual Predator, Sexual Offender, Career Criminal,
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Memorandum of Understanding**

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Sheriff Volusia County, Michael J. Chitwood

Date: 3/1/2023



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: March 9, 2023

TO: City Commission: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Richard Bryan, Commissioner Chris Conomos, and Commissioner Mel Lindauer

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – March 14, 2023

RETIREMENTS

Liz Ortman 20 Years of service Records Clerk

Mike Osborne Public Safety Reserve/Evidence Technician part-time Since 1995

NON-CONFORMIN SIGNS

The City has about 20 non-conforming signs remaining. The city has sent a friendly reminder letter of the coming deadline for the removal of these signs and will begin code enforcement procedures after the April deadline has passed.

BIKE WEEK UPDATE

Public Safety update on bike week activities

PERMIT FEE WAIVERS FOR SEAWALL REPAIRS

Staff has been approached about the city waiving the city's portion of applicable seawall permitting fees for permanent seawall repair/replacement. The City Commission previously waived permit fees for hurricane related permits for emergency repairs.



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-26: Rezoning application for recently annexed property located at 3615 Cardinal Boulevard

SYNOPSIS:

This item was continued from the February 14th City Commission agenda to ensure due public notice had been met. All notice requirements have been met for this application.

Ordinance 2022-26, if adopted, would amend the City's Official Zoning Map by assigning the "RSF-2 Urban Single-Family Residential Detached District" to the recently annexed single-family residential property located at 3615 Cardinal Blvd. (Exhibit A). The application (Exhibit B) was submitted by Theresa Durkin, owner of the subject property, and is a requirement of Florida Law when a property is annexed. The property is 0.15 acres and is occupied by a 1,278 square foot residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-6, Urban Two-Family Residential District).

FISCAL IMPACT STATEMENT:

Annexation of 3615 Cardinal Boulevard would generate approximately \$821.62 in ad valorem tax revenue based on the current millage.

BACKGROUND:

A. BACKGROUND

The subject property, located at 3615 Cardinal Blvd, was recently annexed into the corporate limits of the City of Daytona Beach Shores. However, Section 171.062, Florida Statutes limits regulatory and development control over annexed property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the latter. The property owner has also submitted an application to amend the future land use classification of the property in question to Residential Low Intensity, consistent with the existing and surrounding land uses and current Volusia County Urban Low Intensity future land use classification. The zoning change will be adopted subsequent to the formal future land use amendment of the subject property.

All public notice requirements have been met for this application.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis and proof of public notice.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Planning staff is recommending approval of Ordinance 2022-26 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2022-26 as presented."

OR

2. "I move to deny Ordinance 2022-26, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2022-26-Zoning Map Amendment-3615 Cardinal Blvd-Durkin
 2. Exhibit A-Location Map-3615 Cardinal Blvd
 3. Exhibit B-Application
 4. Exhibit C-Rezoning Staff Report-3615 Cardinal Blvd

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores is committed to planning and managing the future growth of the City; and

WHEREAS, the property described in Section One herein was annexed into the City of Daytona Beach Shores on October 25, 2022, and an appropriate City zoning classification must be assigned to the real property in accordance with the requirements of controlling law; and

WHEREAS, the City Council of the City of Daytona Beach Shores has received recommendation from staff and the Planning and Zoning Board for the assignment of zoning classification to said property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Council of the City of Daytona Beach Shores finds such rezoning consistent with the *Daytona Beach Shores Land Development Code* and the *Daytona Beach Shores Comprehensive Plan* and deems it in the best interest of the inhabitants of said City to amend the Official Zoning Map as hereinafter set forth,

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

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #6302-05-10-0111, as described in Exhibit “A” as attached, is assigned the RSF-2, Urban Single-Family Residential Detached District Zoning Classification.

SECTION TWO: AMENDMENT OF OFFICIAL ZONING MAP. The Official City Zoning Map is hereby amended to conform with the rezoning assigned herein.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is authorized to take any and all required administrative actions to

implement the provisions of this Ordinance including, but not limited to, providing notice of this rezoning to the Volusia County Council in accordance with applicable law.

SECTION FOUR. 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*; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

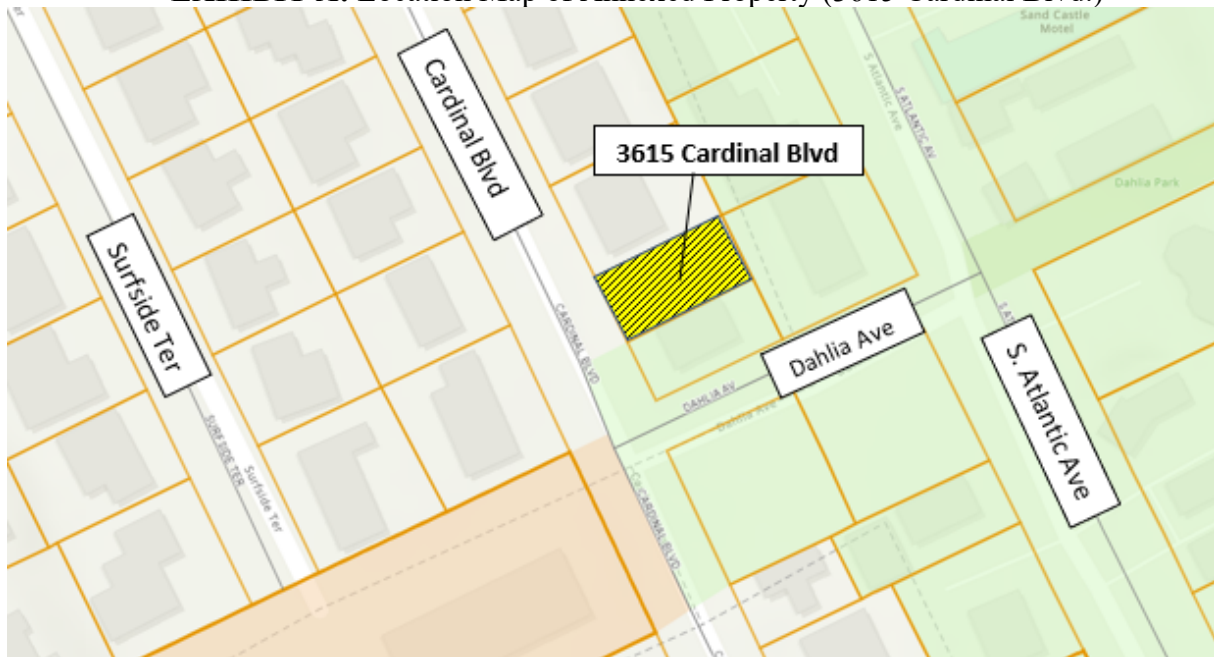
Adopted on second reading this _____ day of _____, 2022.

EXHIBIT A

THE WEST 100 FEET OF LOT 11, BLOCK 10, TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL BOULEVARD (PLATTED PENINSULA BLVD) LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF SAID LOT 11, ALL IN MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 11; THENCE S28°28'17"E ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE S60°52'43"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, 135.00 FEET TO THE CENTERLINE OF SAID CARDINAL BOULEVARD; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 35.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.155 ACRES, MORE OR LESS.

EXHIBIT A: Location Map of Annexed Property (3615 Cardinal Blvd.)



Source: Volusia County Property Appraiser Website, 2022



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

APPLICATION TO AMEND ZONING MAP

The Undersigned Applicant requests the Planning and Zoning Board and City Council to decide upon this application in accordance with Section 14-66 and 14-67 of the Land Development Code.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 5/16/2022 Current Zoning: Daytona Beach, FL 32118
Requested Zoning: Annex to Daytona Beach Shores

Applicant's Name: Theresa A. Durkin

Address: 3615 Cardinal Blvd Daytona Beach, FL 32118 Phone #: 386-281-7690

Representative: Theresa A. Durkin

Address: 3615 Cardinal Blvd Phone #: 386-281-7690

Property Address & Parcel ID: 3615 Cardinal Blvd ID: 630205100111

Property Owner: Theresa A. Durkin

NOTE: If applicant is not property owner, attach a notarized statement of authorization

Legal Description of Property:

W 100 FT OF LOT 11 BLK 10 OCEAN VIEW SECTION OF HALIFAX ESTATES MB 11 PG 100 PER OR 2106 PG

1467 PER OR 6024 PGS 1257-1258 PER OR 6024 PG 1259 PER OR 6532 OF 0238 PER OR 6719 PG 2776 PER OR 7360

PGS 3859-3861 INC PER OR 7584 PG 4862 PER OR 7585 PG

X Theresa A Durkin
Applicant's Signature

5/13/22
Date

THE PLANNING & ZONING BOARD WILL APPLY THE CRITERIA IN SECTION 14-66(4) OF THE LAND DEVELOPMENT CODE WHEN CONSIDERING ZONING MAP AMENDMENTS. PLEASE EXPLAIN HOW YOUR REQUEST MEETS THE FOLLOWING CRITERIA: (YOU MAY ATTACH ADDITIONAL SHEETS)

1. The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.

The impact on the environment and natural resources of the area will not be affected.

2. The proposed zoning will have a favorable or unfavorable impact on the economy of the area affected.

The proposed zoning will have a favorable impact on the economy of the area affected because the property will
product rental income.

3. The proposed zoning will efficiently use or unduly burden water, sewer, solid waste disposal or other necessary public facilities, including schools.

Yes

4. The proposed zoning will efficiently use or unduly burden transportation facilities.

Yes

5. The proposed zoning will favorably or adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

The proposed zoning will not change the exiting affect of the ability of people to find adequate housing reasonably
accessible to their places of employment but may assist in them finding housing since property will become a
rental income property

6. The proposed zoning is basically consistent with the comprehensive land use plan.

This proposed zoning will not change any comprehensive land use plan

7. Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect new conditions?

No

8. Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?

Not that I am aware

9. Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding areas?

This proposal will not change any promulgate or encourage any physical benefit.

10. Would the proposed changes constitute "spot zoning"?

This proposal will not change in surrounding area and will not constitute "spot zoning"

11. Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?

No

12. Is the change solely for the benefit of the owner and to the detriment of the community?

No, it will benefit the owner and the surrounding area of the community

13. Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

No

14. Would the requested change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

No

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2022-26

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the annexed single-family residential property located at 3611 Cardinal Blvd. from Volusia County *R-6 Urban Two-Family Residential District* to Daytona Beach Shores *RSF-2 Urban Single-Family Residential Detached District*. The subject property contains an acreage of approximately 0.15 and has a single-family residential structure on site.

B. EXISTING ZONING AND CURRENT LAND USE

Table 1 below provides a narrative description of the zoning district classifications and current land uses (i.e., existing development) for the subject property and surrounding area while **Figure 1** provides an aerial view of the subject property and surrounding land uses and **Figure 2** is a zoning map of the same while **Figure 3** provides a street view of the property in question.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	R-6*	Single Family Residence
North	R-6*	Single Family Residence
South	RSF-2	Single Family Residence
East	GC-2	Single Family Residence
West	R-4*	Single Family Residence

Notes: *R-6= Volusia County Urban Two-Family Residential District, R-4 = Volusia County Urban Single-Family Residential District; RSF-2 = DBS Urban Single Family Residential Detached District, GC-2=Retail Service Commercial

Figure 1: Aerial View-3615 Cardinal Blvd and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2022

Figure 2: 3615 Cardinal Blvd. – Zoning Map

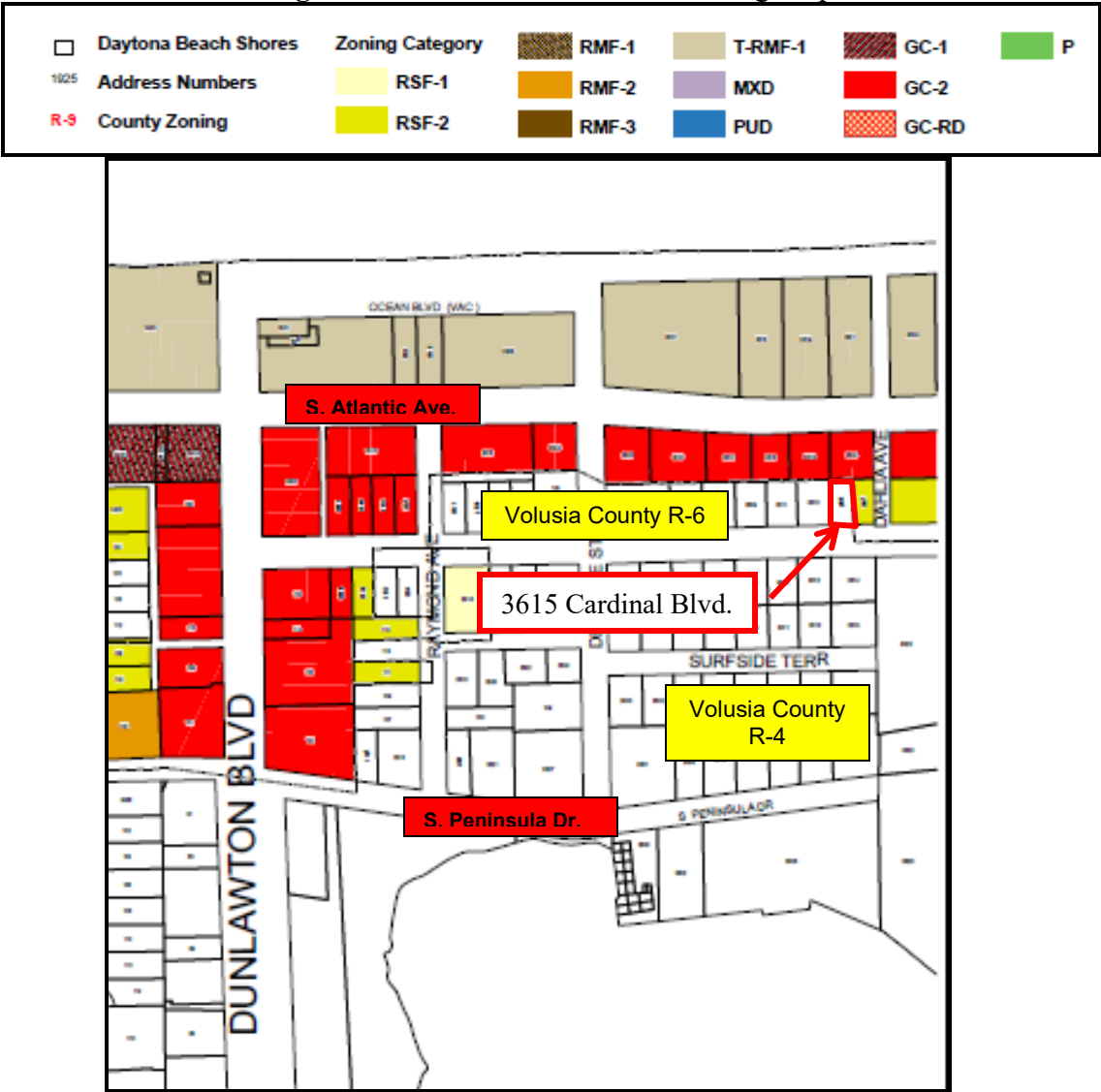


Figure 3: 3615 Cardinal Blvd



As noted in **Table 1** above, the subject property is currently zoned Volusia County *R-6 Urban Two-Family Residential District*. According to the Volusia County Land Development Code, the purpose, intent and permitted uses of the existing zoning district is as follows:

“R-6 Urban Two-Family Residential District”:

Purpose and intent: The purpose and intent of the R-6 Urban Two-Family Residential Classification is to provide for a mixture of one- and two-unit dwellings where that mixture of land use exists or is proposed.

Permitted principal uses and structure: In the R-6 Urban Two-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills.

Fire stations.
Home-based business (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwellings.
Two-family dwellings.
Zero lot line residential subdivisions (refer to subsection 72-293(8)).

C. PROPOSED ZONING

The proposed zoning for the subject property is RSF-2 Urban Single-Family Residential Detached District. According to the Daytona Beach Shores Land Development Code, the purpose, intent and permitted uses of the proposed zoning district is as follows:

“RSF-2 Urban Single-Family Residential Detached District”:

Purpose and Intent: The purpose and intent of the RSF-2 Urban Single-Family Residential Detached District is to provide medium residential density for the purpose of preserving the character of existing residential neighborhoods and generally implementing the city's land use plan within, but not necessarily limited to, those areas shown for single-family use.

14-17.2. Permitted Principal Uses and Structures:

Single-family dwelling.

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

14-17.3. Permitted Accessory Uses and Structures.

Home occupations regulated by section 14-45 and other accessory uses or structures customarily incidental to the permitted principal use or structure.

D. COMPREHENSIVE PLAN

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question. Therefore, the existing acreage and proposed zoning will restrict the use to one (1) single-family residential unit.

Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The proposed future land

use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

E. REVIEW AND COMMENTS

The subject application was initiated by the property owner, Theresa Durkin. The subject property is located at 3615 Cardinal Blvd. and has an acreage of 0.15+/- . The site has vehicular and pedestrian access to the abutting Cardinal Blvd which directly connects to Dunlawton Blvd.

The proposed zoning change will be consistent with the previous Volusia County zoning and adjacent zoning district classifications. The property is currently occupied with a single-family residential structure. Therefore, the proposed change is density neutral consistent with the zoning.

Since the application in question regards a single-family residential property, it is exempt from the City's Concurrency Review Process as it does not substantially impact any of the City's public facilities or infrastructure. Further, adequate potable water, sewer, solid waste, recreation, public school and transportation facility capacities are currently available and serve the subject property.

F. FINDING OF FACTS

When considering a request to change zoning, the Planning and Zoning Board shall consider the following criteria pursuant to Section 14-66 of the Land Development Code. Below are staff's findings considering each criterion outlined in the aforementioned section of the Code.

1. The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.

The proposed zoning change will not provide an unfavorable impact on the environment or natural resources of the area. The property in question is currently developed with a single-family residential structure. If redeveloped, consistency with the City's Land Development Code will be required. Further, the proposed zoning change would not permit hazardous uses such as industry, which could have an unfavorable impact on the environment and natural resources of the area.

2. The proposed zoning will have a favorable or unfavorable impact on the economy of the area affected.

The proposed zoning will generally have a neutral impact on the economy of the area as the property is currently developed and no redevelopment or change in entitlement is sought. The zoning is also consistent with the Volusia County Zoning District classification and the proposed zoning change is density and use neutral.

3. The proposed zoning will efficiently use or unduly burden water, sewer, solid waste disposal or other necessary public facilities, including schools.

The subject property is currently developed as a single-family residence. This existing use will not unduly burden public facilities. The subject property is currently being served with or has access to transportation, public schools, water, sewer, and solid waste disposal services. All existing public facilities have adequate capacity and the proposed rezoning will not provide any more impact on said facilities than the current Volusia County Zoning currently permits (see **Table 2** below).

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population ¹	1.6	1.6	None
AM / PM Peak Hour Trips ²	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day) ³	250	250	None
Potable Water (gallons/day) ⁴	176	176	None
Solid Waste (lbs./person) ⁵	16	16	None
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

- 2020 US Census
- ITE Trip Generation Manual, 8th Edition
- Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

4. The proposed zoning will efficiently use or unduly burden transportation facilities.

The proposed zoning will not unduly burden transportation facilities. There is already adequate vehicular access from the abutting Cardinal Blvd and the existing system of local, collector and arterial road network. The adjacent transportation network currently operates above the adopted level of services.

5. The proposed zoning will favorably or adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

The proposed zoning change involves a single-family residential property being rezoned to a Daytona Beach Shores compatible single-family residential zoning district classification. Hence, the rezoning will not impact the ability of people to find adequate housing since the change will neither create new housing nor eliminate existing housing stock.

6. The proposed zoning is basically consistent with the comprehensive land use plan.

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question.

Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The existing single-family residence proposed future land use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

7. Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect new conditions?

The physical, economic or environmental conditions relative to the property in question and the surrounding area have not changed so as to require a zoning change. However, the subject property was annexed into the City through the voluntary annexation process pursuant to Section 171.044, *Florida Statutes*. However, Section 171.062, *Florida Statutes* limits regulatory and development control over an annexing property if the area annexed was subject to a county land use plan and county zoning and said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area, hence, the purpose of this application to amend the zoning classification of the subject property.

8. Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?

There was no mistake made in the original zoning of the property. The property was annexed into the City from unincorporated Volusia County; therefore the appropriate City zoning classification must be assigned so that the City may provide developmental and regulatory control.

9.

10. Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding areas?

The proposed zoning change is consistent with the existing Volusia County zoning district classification and is density and use neutral. Therefore, the proposed change will maintain a stabilizing effect on the surrounding areas.

11. Would the proposed changes constitute "spot zoning"?

Spot zoning generally occurs when an individual parcel is assigned a zoning classification that is incompatible with the surrounding area. However, the proposed zoning change is consistent with the existing Volusia County zoning district classification in the area and the amendment is density and use neutral. Further, the proposed zoning classification will provide an existing use that is identical to the City's and County's zoning classification in the neighborhood. Therefore, the proposed change does not constitute spot zoning.

12. Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhoods use, future land use and zoning classifications. Therefore, the proposed change is not the singling out of a small parcel of land allowing a use that is totally different from that of the surrounding area.

13. Is the change solely for the benefit of the owner and to the detriment of the community?

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhood uses, future land use and zoning classifications. Therefore, the proposed change would not be solely for the benefit of the owner and to the detriment of the community but instead the change would benefit the entire community by maintaining the existing land use of the property and the integrity of the neighborhood.

14. Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

The proposed change is consistent with the neighborhood existing and future land uses and therefore serves the entire community by maintaining the neighborhood's single-family residential characteristics.

15. Would the requested change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

The rezoning will not materially diminish the value of the surrounding properties or substantially alter the characteristics of the neighborhood since the proposed rezoning will ensure the single-family nature of the community is maintained.



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

October 6, 2022

RE: 3615 Cardinal Blvd, Short Tax Parcel ID 6302-05-10-0111
Future Land Use Map Amendment and Zoning Map Amendment Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores has received a voluntary annexation, future land use map amendment, and zoning map amendment application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the rezoning and future land use map amendment applications as follows:

- **Planning and Zoning Board: November 7, 2022 at 8:30am**
- **City Council (1st Reading): November 9, 2022 at 6:00pm**
- **City Council (Adoption): December 13, 2022 at 6:00pm**

The public hearings will be held in the City Council Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule or continue any of the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than five days prior to the hearing. If you have any questions, please contact me at (386) 763-5361.

Sincerely,

Noel Eaton
City Planner

Cheri Schwab, City Clerk
Stewart Cruz, Community Services Director

Letters sent to:

Property owner

DURKIN THERESA A - FS - Fee Simple - 100%
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

North

PSOMAS WENDY A - FS - Fee Simple - 100%
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

South

DILLON-BOWMAN GABRIEL - FS - Fee Simple - 100%
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

East

SUNSHINE PLAZA
RIVERSIDE 3624 LLC - FS - Fee Simple - 100%
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

West

SPAGNUOLO MARY KAY - LE - Life Estate - 100%
600 HARVEY ST
SHINNSTON WV 26431

7018 0680 0000 0863 5769

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☐ Adult Signature Restricted Delivery	\$ _____

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PSOMAS WENDY A
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

for Instructions

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☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

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SUNSHINE PLAZA
RIVERSIDE 3624 LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 0680 0000 0863 5752

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DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

for Instructions

7018 0680 0000 0863 5776

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☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

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DILLON-BOWMAN GABRIEL
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 0680 0000 0863 5790

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☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage

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Here

SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PSOMAS WENDY A
 3613 CARDINAL BLVD
 DAYTONA BEACH FL 32118

2. Article Number (Transfer from service label)
 7018 0680 0000 0863 5769

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery (over \$500)

4. Article Addressed to:

PSOMAS WENDY A
 3613 CARDINAL BLVD
 DAYTONA BEACH FL 32118

5. Article Number (Transfer from service label)
 7018 0680 0000 0863 5769

6. PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
 10/12/12

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DURKIN THERESA A
 7902 SAILBOAT KEY BLVD S APT 503
 SOUTH PASADENA FL 33707 6374

2. Article Number (Transfer from service label)
 7018 0680 0000 0863 5752

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery (over \$500)

4. Article Addressed to:

DURKIN THERESA A
 7902 SAILBOAT KEY BLVD S APT 503
 SOUTH PASADENA FL 33707 6374

5. Article Number (Transfer from service label)
 7018 0680 0000 0863 5752

6. PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
 10/12/12

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DILLON-BOWMAN GABRIEL
 3617 CARDINAL BLVD
 DAYTONA BEACH SHORES FL 32118

2. Article Number (Transfer from service label)
 7018 0680 0000 0863 5776

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery (over \$500)

4. Article Addressed to:

DILLON-BOWMAN GABRIEL
 3617 CARDINAL BLVD
 DAYTONA BEACH SHORES FL 32118

5. Article Number (Transfer from service label)
 7018 0680 0000 0863 5776

6. PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
 Gabriel Bowman 10/12/12

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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SUNSHINE PLAZA
RIVERSIDE 3624 LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118



9590 9402 3790 8032 6147 64

2. Article Number (Transfer from service label)

7018 0680 0000 0863 5783

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Nickey*☐ Agent☐ Addressee

B. Received by (Printed Name)

Jelli Nickey

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
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SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431



9590 9402 3790 8032 6147 71

2. Article Number (Transfer from service label)

7018 0680 0000 0863 5790

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Mary K. Spagnuolo*☐ Agent☒ Addressee

B. Received by (Printed Name)

MARY K. SPAGNUOLO

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



**NOTICE OF
PUBLIC HEARINGS**

THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE
FOLLOWING PUBLIC HEARINGS AT THE DAYTONA
BEACH SHORES COMMUNITY CENTER LOCATED AT
3000 BELLEMEAD DRIVE:

Planning & Zoning Board: NOV 7 AT 8:30am
City Council (1st Reading): NOV 9th AT 7:00pm
City Council (Adoption): DEC 13th AT 6:00pm

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE
FOLLOWING APPLICATIONS:

- Future Land Use Map Amendment
- ZONING MAP AMENDMENT
- ANNEXATION

FOR MORE INFORMATION PLEASE CONTACT THE CITY OF DAYTONA
BEACH SHORES PLANNING DEPARTMENT AT (386) 763-5778

Persons who wish to appear at any decision by the Planning and Zoning Board or City Council 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 attempt to advance for the making of a written
statement of the Public Hearing. The Public Hearing will be conducted in one or more steps. It will be
conducted in accordance with public hearing rules in a form that it will be your responsibility to obtain the date,
time and place of the scheduled hearing.

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

OCT/28/2022



City of Daytona Beach Shores
Community Services Department
Planning & Zoning Division
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376

December 9, 2022

RE: 3615 Cardinal Blvd, Short Tax Parcel ID 6302-05-10-0111
Future Land Use Map Amendment and Zoning Map Amendment Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores approved the voluntary annexation application and is now processing a future land use map amendment and zoning map amendment application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the rezoning and future land use map amendment applications.

These hearings have been rescheduled from the November 9th and December 13th agendas as follows:

- **City Council (1st Reading): January 10, 2023 at 6:00pm**
- **City Council (Adoption): February 14, 2023 at 6:00pm**

The public hearings will be held in the City Council Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule or continue any of the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

Noel Eaton
City Planner

Cheri Schwab, City Clerk
Stewart Cruz, Community Services Director

Letters sent to:

PROPERTY OWNER

DURKIN THERESA A - FS - Fee Simple - 100%
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

North

PSOMAS WENDY A - FS - Fee Simple - 100%
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

South

DILLON-BOWMAN GABRIEL - FS - Fee Simple - 100%
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

East

SUNSHINE PLAZA
RIVERSIDE 3624 LLC - FS - Fee Simple - 100%
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

West

SPAGNUOLO MARY KAY - LE - Life Estate - 100%
600 HARVEY ST
SHINNSTON WV 26431

7020 0090 0000 0207 5095

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☐ Adult Signature Restricted Delivery \$ _____

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12/9/22 JF

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PSOMAS WENDY A
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

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DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

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SUNSHINE PLAZA RIVERSIDE 3624
LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$ _____

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12/9/22 JF

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DILLON-BOWMAN GABRIEL
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$ _____

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SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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1. Article Addressed to:

PSOMAS WENDY A
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118



9590 9402 7813 2152 5087 96

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5095

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

W. PSOMAS

C. Date of Delivery

12-12-22

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374



9590 9402 7813 2152 5087 89

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5088

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

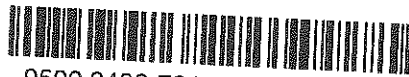
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431



9590 9402 7813 2152 5088 26

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5125

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
SUNSHINE PLAZA RIVERSIDE 3624
LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

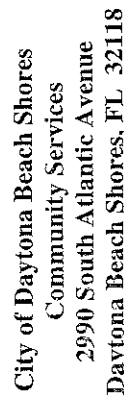


0590 9402 7813 2152 5088 19

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from service label)

2. Article Number: (Transfer from service)

3811 JULY 2020 PSN 7530-02-000-9053



NDT 12-12-22

DILLON-BOWMAN GABRIEL
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32119



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NOTICE OF PUBLIC HEARINGS

THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE
FOLLOWING PUBLIC HEARINGS AT THE DAYTONA
BEACH SHORES COMMUNITY CENTER LOCATED AT
3000 BELLEMEAD DRIVE:

Planning & Zoning Board: _____ AT _____
City Council (1st Reading): JAN 10 AT 6:00 PM
City Council (Adoption): FEB 14 AT 6:00 PM

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE
FOLLOWING APPLICATIONS:

- Future Land Use Map Amendment
- Zoning Map Amendment
- Annexation

FOR MORE INFORMATION, PLEASE CONTACT THE CITY OF DAYTONA
BEACH SHORES PLANNING DEPARTMENT AT (386) 763-5376

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Council with
respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings
including all testimony and evidence, and should arrange in advance for the making of a verbatim
transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. If it will be
necessary to reschedule the public meeting to a later date, it will be your responsibility to obtain the time
date and place of the rescheduled meeting.

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

FEB/ 6/2023

CITY OF DAYTONA BEACH SHORES NOTICE OF ZONING CHANGE

The City of Daytona Beach Shores, Florida, will hold Public Hearings to consider the adoption of the following ordinance:

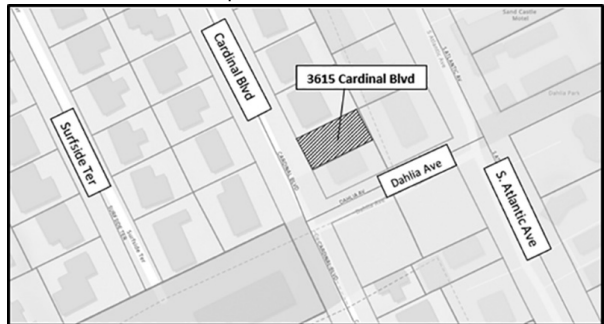
ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

The public hearings will be held as follows:

- **City Commission (Adoption): March 14, 2023 at 6:00pm**

Please see location map below.



The public hearing will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, 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. The amendment package is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven days prior to the hearing. Page 128 of 200



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2022-25: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3615 Cardinal Boulevard

SYNOPSIS:

This item was continued from the February 14th City Commission agenda to ensure due public notice had been met. All notice requirements have been met for this application.

Ordinance 2022-25, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the residential low intensity future land classification to the recently annexed single-family residential property located at 3615 Cardinal Boulevard (Exhibit A). The application (Exhibit B) was submitted by Theresa Durkin, owner of the subject property. Applying a City future land use designation is a requirement of Florida Law whenever a property is annexed. The property is 0.15 acres and is occupied by a 1,278 square foot residential structure. The proposed amendment is compatible with the current Volusia County future land use category and as such, the use will remain as single-family residential.

FISCAL IMPACT STATEMENT:

Annexation of 3615 Cardinal Boulevard would generate approximately \$821.62 in ad valorem tax revenue based on the current millage.

BACKGROUND:

A. BACKGROUND

The subject property, located at 3615 Cardinal Boulevard, was recently annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. However, Section 171.062, Florida Statutes limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning and the municipality does not adopt a comprehensive plan and zoning amendment that includes the annexed area. Therefore, the County land use plan and zoning regulations will remain in full force and effect until the City changes the future land use classification and zoning designation of the subject property. The purpose of this application is to realize the former. Additionally, the property owner has also submitted an application to rezone the property to

the City's RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-6 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

All public notice requirements have been met for this application.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis and proof of public notice.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Planning staff is recommending approval of Ordinance 2022-25 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2022-25 as presented."

OR

2. "I move to deny Ordinance 2022-25, on the basis of the following..."

OR

3. " I move to approve Ordinance 2022-25 with the following conditions..."

ATTACHMENT:

1. ORD 2022-25-FLUMA-3615 Cardinal Blvd-Durkin
2. Exhibit A-Location Map-3615 Cardinal Blvd
3. Exhibit B-Application
4. Exhibit C-ORD 2022-25-Planning Analysis-FLUMA-3615 Cardinal Blvd

ORDINANCE NO: 2022-25

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores is committed to planning and managing the future growth of the City; and

WHEREAS, the City of Daytona Beach Shores has the authority to amend its Comprehensive Plan pursuant to Part II, Chapter 163, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to small scale development activities as provided in Section 163.3187(1)(c), *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Board, which is the local planning agency of the City, and City Council of the City of Daytona Beach Shores have conducted public hearings and issued notices required by Florida law in the preparation and enactment of this Ordinance; and

WHEREAS, Theresa Durkin, owner of the real property with short tax parcel ID 6302-05-10-0111 and located at 3615 Cardinal Boulevard, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores; and

WHEREAS, Theresa Durkin, owner of the subject property, is requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Residential Low Intensity; and

WHEREAS, the City Council of the City of Daytona Beach Shores declares that the purpose and intent of the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is to guide future growth and development; encourage the most appropriate use of the land, water and other resources, consistent with the public interest, promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate facilities and services; conserve and protect natural resources within the City, while protecting private property rights; and

WHEREAS, the City Council of the City of Daytona Beach Shores finds that this Ordinance serves the best interest of the City of Daytona Beach Shores; and

WHEREAS, underlined words shall constitute additions to the original text of the Comprehensive Plan, *** shall constitute ellipses, and ~~strike through~~ shall constitute deletions to the Comprehensive Plan.

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.15-acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Residential Low Intensity as to property as described in Exhibit “A” as follows:

Location Address	Short Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
3615 Cardinal Boulevard	6302-05-10-0111	Residential Low Intensity

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

SECTION THREE: CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or

unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION FIVE: NON-CODIFICATION. This Ordinance shall be not be codified in the *City Code of the City of Daytona Beach Shore* 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 in the *City of Daytona Beach Shores Comprehensive Plan* and on the Future Land Use Map of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall become effective, in accordance with the provisions of Section 163.3187, *Florida Statutes*, thirty-one (31) days after enactment; provided, however, if this Ordinance is challenged within thirty (30) days after enactment, this Ordinance shall not become effective until the Florida Department of Community Affairs, acting as the State Land Planning Agency, or the Administration Commission, respectively, issues a final order determining that the small scale development amendment to the *City of Daytona Beach Shores Comprehensive Plan* set forth in this Ordinance is in compliance.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.

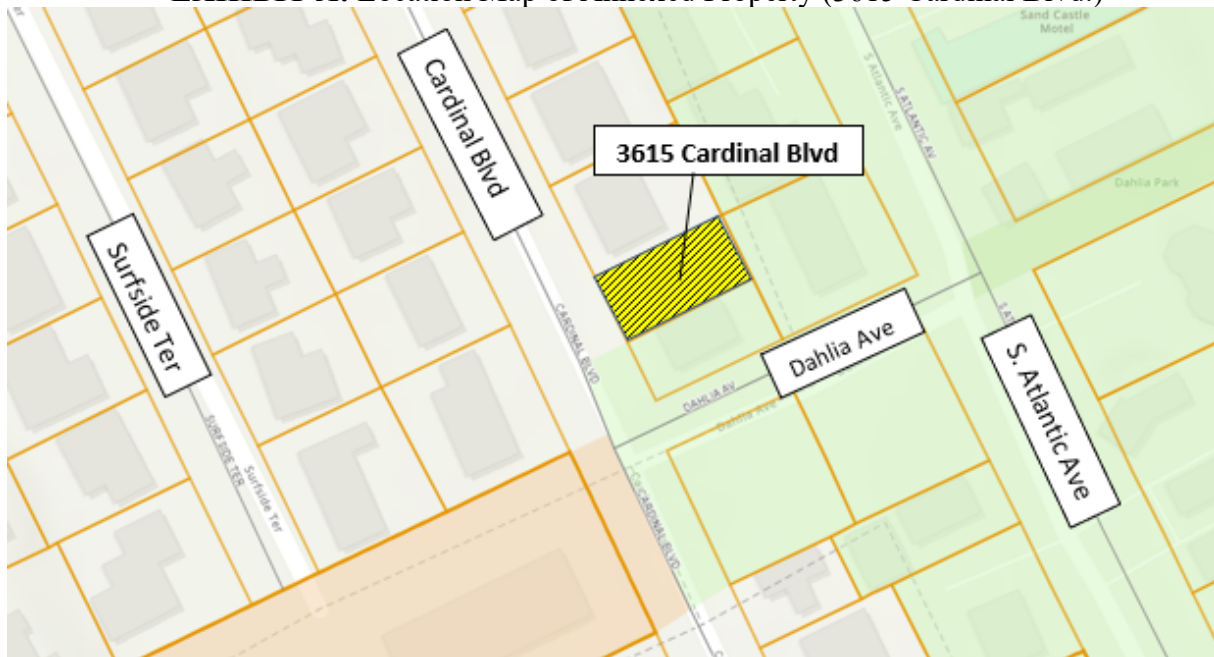
EXHIBIT A

THE WEST 100 FEET OF LOT 11, BLOCK 10, TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL BOULEVARD (PLATTED PENINSULA BLVD) LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF SAID LOT 11, ALL IN MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 11; THENCE S28°28'17"E ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE S60°52'43"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, 135.00 FEET TO THE CENTERLINE OF SAID CARDINAL BOULEVARD; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.155 ACRES, MORE OR LESS.

EXHIBIT A: Location Map of Annexed Property (3615 Cardinal Blvd.)



Source: Volusia County Property Appraiser Website, 2022



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

APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP
AMENDMENT

The Undersigned Applicant requests the Planning and Zoning Board AND City Council
to hear and decide upon this application in accordance with Sec. 2-2 of the Land
Development Code and Florida Law.

Date Submitted: 5.24.22

Applicable Section of the Comprehensive Plan: _____

Fees must be paid at the time the application is submitted.

Applicant's Name: Terry Durbin

Address: 3615 Cardinal Blvd Phone #: 386-881-7690

Property Address: Daytona Beach

Existing Property Use: _____

Representing Attorney (if any): _____

Address: _____ Phone #: _____

NOTES: 1) Notarized letter of authorization from owner MUST be submitted if
application is filed by anyone other than the owner. 2) A completed application MUST be
submitted at least 45 days prior to the anticipated Planning and Zoning hearing date.

Legal description of the property:

Description of your request:

Terry Durbin
Applicant's Signature

5.24.22
Date

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2022-25

A. INTRODUCTION

The proposed amendment seeks to change the future land use designation of a single-family residential property, recently annexed into the City, from Volusia County *Urban Low Intensity* (0.2-4.0 units/acre) to Daytona Beach Shores *Residential Low Intensity* (0-4.0 units/acre). The +/- 0.15-acre property is located at 3615 Cardinal Boulevard. The subject application, if approved, would result in the fifth 2022 small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

B. PROPOSED AMENDMENT ITEM(S)

Item 1: Map Amendment - Chapter 1, Future Land Use Element: amending Map L-4 entitled, “Generalized Future Land Use Map (2030),” to change the future land use classification of the annexing property located at 3615 Cardinal Blvd. from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

Overview:

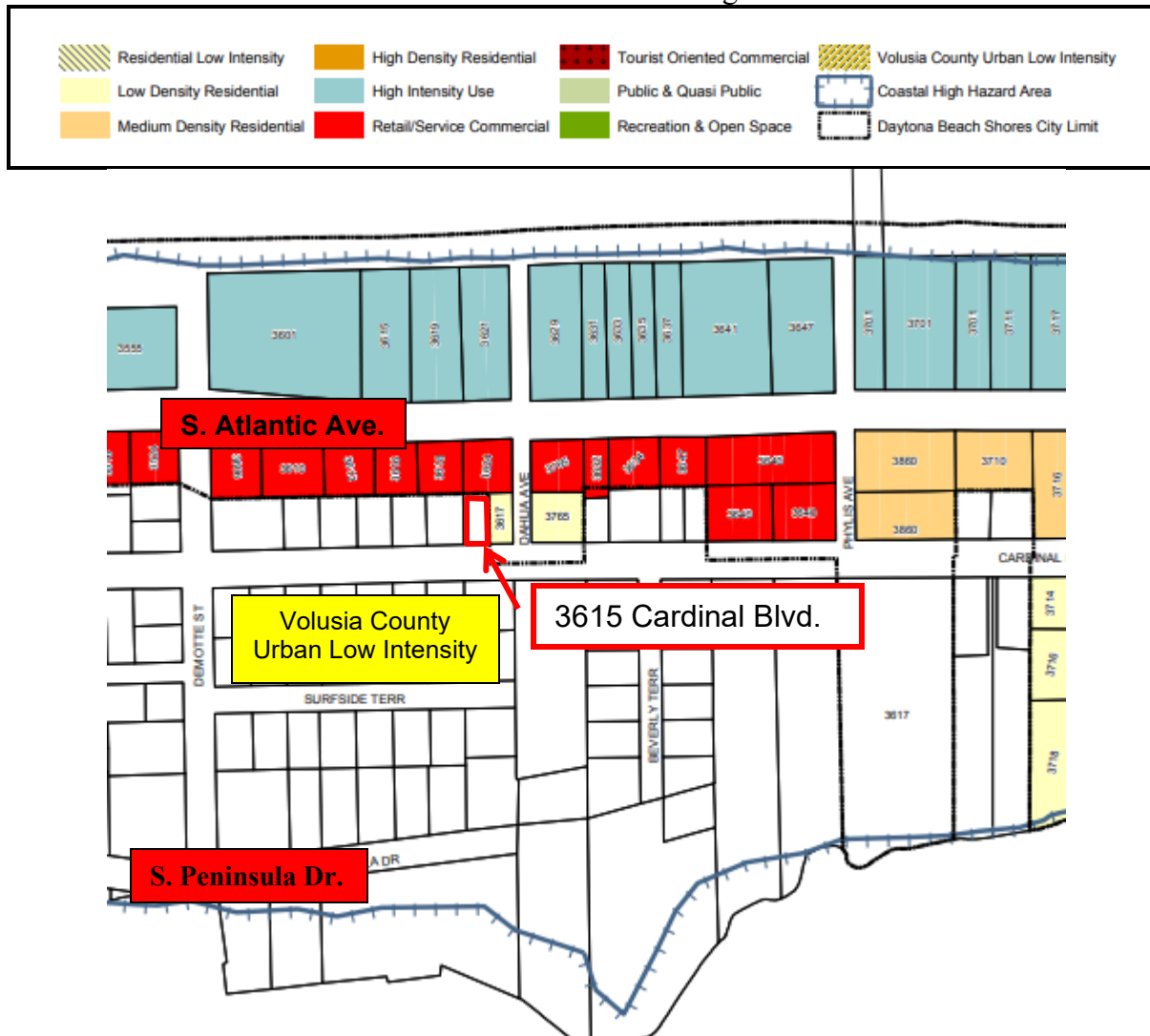
The property is currently vacant. The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-6” (Urban Single-Family Residential District), respectively. The surrounding future land use designations and zoning classifications are depicted in **Table 1** below while the future land use is illustrated in **Figure 1**. The subject request is to change the FLU designation to Daytona Beach Shores *Residential Low Intensity* (0-4 units/acre).

Table 1: Abutting Zoning and Future Land Use Classification

Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	R-6*	RSF-2	Volusia County Urban Low Intensity	Residential Low Intensity
North	R-6*		Volusia County Urban Low Intensity	
South	RSF-2		DBS Low Density Residential	
East	GC-2		Retail Service Commercial	
West	R-4*		Volusia County Urban Low Intensity	

Notes: *R-4 & R-6 = Volusia County *Urban Single-Family Residential District*.

FIGURE 1 3615 Cardinal Blvd.- Surrounding Future Land Use



Description, Data and Analysis:

The analysis conducted below demonstrates the amendment's compliance with the City's Comprehensive Plan and the Florida Administrative Code for future land use map amendments. Therefore, the analysis shows that there will not be any significant impacts on the environment, roadways, public schools and utilities as the allowable densities and use will remain the same.

I. IMPACTS OF PROPOSED AMENDMENT

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Residential Low Intensity*, the maximum density allowed is also four (4) units per acre. Therefore, the proposed land use amendment would not result in any change in residential density permitted. Given the +/-0.15-acre size of the property, the proposed amendment would allow only one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

The property is currently occupied by a single-family residential structure. Additionally, the proposed Daytona Beach Shores zoning for this property, RSF-2 Urban Single-Family Residential Detached District, would permit only one residential dwelling unit on site. So, from a practical and planning perspective the proposed future land use change will result in no net change in density and impacts.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (0.2-4 units/acre)	Proposed Future Land Use (0.2-4 units/acre)	Change
Residential Units Allowed	1	1	None
Population ¹	1.6	1.6	None
AM / PM Peak Hour Trips ²	0.75/1.01	0.75/1.01	None
Sanitary Sewer (gallons/day) ³	250	250	None
Potable Water (gallons/day) ⁴	176	176	None
Solid Waste (lbs./person) ⁵	16	16	None
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	See summary below	None
Public School Student(s)	0.396	0.396	None

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

2020 US Census
ITE Trip Generation Manual, 8th Edition
Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

Transportation:

The subject property is a single-family lot with vehicular transportation access to the abutting Cardinal Blvd., which is a local road connecting to Dunlawton Boulevard (SR421). The subject property is one property north of Dahlia Avenue which connects to S. Atlantic Avenue (county). The two roads connect to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. The allowable Level-Of-Service (LOS) standard for S. Atlantic Avenue and Dunlawton Blvd is “D” and both are operating at acceptable levels of service. There will be no net change in vehicular trips as demonstrated in **Table 2** above and the allowed LOS standard will continue to be maintained.

Sanitary Sewer:

The City’s adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. Using this standard, the proposed land use would theoretically generate a demand of 250 gallons per day consistent with the current future land use. However, since no increase in the number of entitled dwelling units would occur there is no net change in theoretical demand. Regardless, it should be noted that the City of Port Orange sewer treatment facility is currently operating at an acceptable level of service.

Potable Water:

The City's adopted LOS standard for potable water is 110 gallons per capita per day. Using this standard, the proposed land use would theoretically create a demand of 176 gallons of water per day. No increase in number of theoretical dwelling units or demand will occur. In addition, the current potable water usage is already accounted for in Port Orange's current consumptive use permit (CUP).

Solid Waste Collection:

The proposed land use allows for one (1) residential unit that would be expected to support a population of 1.6 persons, which together would theoretically generate 16 pounds of solid waste per day. Solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is developed the parcel must have the same ability to store and discharge water after development as it does before development occurs. The applicants would be required to address stormwater retention on the property in accordance with these City standards.

Recreation and Open Space:

The proposed amendment would theoretically add 1.6 residents to the City of Daytona Beach Shores. The City's most recent population count was 5,179 (2020 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it is easy to conclude that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 3** below.

Table 3: Recreation Facilities Analysis

Type of Park/ Recreational Facility	Unit of Measure/LOS Standard	Current LOS (Facilities)	Deficit
Playgrounds	one per 10,000 people	1	None
Neighborhood Park	one per 10,000 people	5	None
Community Park	one per 25,000 people	1	None
Children's Play Areas	one per 10,000 people	1	None
Baseball/Softball Field	one per 15,000 people	1	None
Tennis Courts	one per 2,000 people	11	None
		1	None

Community Center	one per 20,000 people		
Exercise Trail	one per 14,000 people	1	None
Nature Study Trail	one per 14,000 people	1	None

Public Schools:

Based on the Volusia County School District's student generation rate for a single-family dwelling unit, the proposed land use could generate at least one (1) full time student. This is exactly the same that could be generated by the existing Volusia County future land use due to the residential density neutrality of the proposed change. Therefore, no increase impact on existing public school facilities is expected. Further, due to the aforementioned, the FLU amendment is exempt from the School District review.

II. LAND USE COMPATIBILITY

The FLU of the surrounding area is primarily residential low intensity (single-family) in character (**Figure 1**). The subject property is located in a single-family neighborhood **Figure 2**.

Figure 2: Aerial View of 3615 Cardinal Blvd. and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2022

Considering the above along with **Table 1** contained in the body of this staff report, it is clear that the proposed land use, which is a density neutral land use request, is consistent with the existing and future land use of the surrounding neighborhood.

III. APPLICABLE PLANS, CODES AND REGULATIONS

Future Land Use Element (Daytona Beach Shores Comprehensive Plan):

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

Policy 1-1.2.2: The City's existing policy of requiring written assurance from any entity providing sewage treatment, potable water, or solid waste disposal shall be maintained throughout the planning period.

Objective 1-1.4: Land uses that are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged. This shall take the form of not allowing any objectionable uses (industrial, warehousing, etc.) in the new Land Development Code that will be adopted subsequent to this Comprehensive Plan.

Capital Improvement Element

Policy 9-1.3: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
- (b) **Solid Waste:** 10 pounds per capita per day
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 110 gallons/capita/day (gcd) for Port Orange Service Area
150 gcd for Daytona Beach Service Area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
Collectors: LOS "C" at peak hour
- (f) **Recreation:** See Table 3 above

IV. REVIEW CRITERIA AND STAFF FINDINGS

1. The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

Staff finding: The proposed land use amendment is density neutral. Consequently, no increase in traffic is anticipated as a result of the proposed change, therefore: (a) there will be no decrease in the adopted LOS Standard for Cardinal Blvd, Dunlawton Blvd or S

Atlantic Avenue; and (b) considering the aforementioned, the hurricane evacuation clearance time shall remain the same for the subject roads in question.

2. Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

Staff finding: The proposed land use amendment is density neutral and the site is already developed. Therefore, no increase in demand is anticipated and no written assurances are needed from service providers since services are already being provided for at the accepted LOS standard.

3. The amendment shall not result in objectionable land use designations inconsistent with the character of the overall future land use plan.

Staff finding: The proposed amendment will not result in an incompatible land use designation with adjacent parcels, the neighborhood or overall character of the future land use plan. The proposed *Residential Low Intensity* (0-4 units/acre) designation will provide for a single-family residence and is therefore compatible with the surrounding residential low-density (single-family) space land uses.

4. The amendment shall not decrease the LOS Standards for public facilities adopted in Policy 9-1.3 of the City's Comprehensive Plan.

Staff finding: The proposed land use amendment is density neutral, therefore, no increase demand on public facilities is anticipated.

V. **CONCLUSION:**

The proposed land use amendment is consistent with overall goals, objectives, and Policies of the Daytona Beach Shores Comprehensive Plan (2030).



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

October 6, 2022

RE: 3615 Cardinal Blvd, Short Tax Parcel ID 6302-05-10-0111
Future Land Use Map Amendment and Zoning Map Amendment Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores has received a voluntary annexation, future land use map amendment, and zoning map amendment application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the rezoning and future land use map amendment applications as follows:

- **Planning and Zoning Board: November 7, 2022 at 8:30am**
- **City Council (1st Reading): November 9, 2022 at 6:00pm**
- **City Council (Adoption): December 13, 2022 at 6:00pm**

The public hearings will be held in the City Council Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule or continue any of the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than five days prior to the hearing. If you have any questions, please contact me at (386) 763-5361.

Sincerely,

Noel Eaton
City Planner

Cheri Schwab, City Clerk
Stewart Cruz, Community Services Director

Letters sent to:

Property owner

DURKIN THERESA A - FS - Fee Simple - 100%
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

North

PSOMAS WENDY A - FS - Fee Simple - 100%
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

South

DILLON-BOWMAN GABRIEL - FS - Fee Simple - 100%
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

East

SUNSHINE PLAZA
RIVERSIDE 3624 LLC - FS - Fee Simple - 100%
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

West

SPAGNUOLO MARY KAY - LE - Life Estate - 100%
600 HARVEY ST
SHINNSTON WV 26431

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PSOMAS WENDY A
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118



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1. Article Addressed to:

DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374



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DILLON-BOWMAN GABRIEL
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DAYTONA BEACH SHORES FL 32118



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X *Nickey*☐ Agent☐ Addressee

B. Received by (Printed Name)

Jelli Nickey

C. Date of Delivery

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X *Mary K. Spagnuolo*☐ Agent☒ Addressee

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MARY K. SPAGNUOLO

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THE DAYTONA BEACH
NEWS-JOURNAL

P.O. Box 630476, Cincinnati, OH 45263-0476

PROOF 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, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/28/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 10/28/2022

Legal Clerk

Notary, State of WI, County of Brown

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CITY OF DAYTONA BEACH SHORES

NOTICE OF LAND USE CHANGE

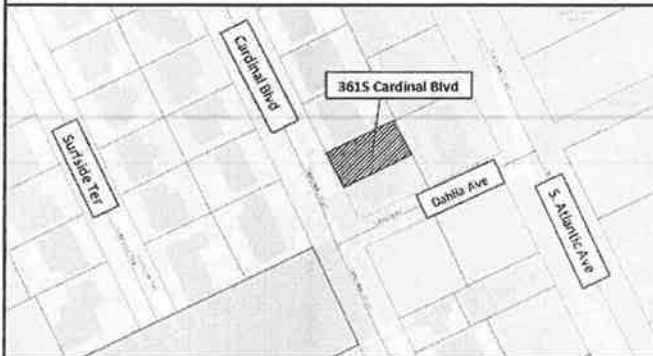
Pursuant to Section 163.3187(1)(c), Florida Statutes, the City of Daytona Beach Shores, Florida, will hold Public Hearings to consider the following ordinance:

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

The public hearings will be held as follows:

- Planning and Zoning Board: November 7, 2022 at 8:30am
- City Council (1st Reading): November 9, 2022 at 7:00pm
- City Council (Adoption): December 13, 2022 at 6:00pm



The public hearing will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, 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. The amendment package is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Building & Codes Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Council with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

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

THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE FOLLOWING PUBLIC HEARINGS AT THE DAYTONA BEACH SHORES COMMUNITY CENTER LOCATED AT 3000 BELLEMEAD DRIVE:

THE CITY OF DAYTONA BEACH SHORES WILL HOLD THE FOLLOWING PUBLIC HEARINGS AT THE DAYTONA BEACH SHORES COMMUNITY CENTER LOCATED AT 3000 BELLEMEAD DRIVE:

Planning & Zoning Board: NOV 7th AT 8:30 am
City Council (1st Reading): NOV 9th AT 7:00 pm
City Council (Adoption): DEC 13th AT 6:00 pm

THE OWNER OF THIS PROPERTY HAS SUBMITTED THE FOLLOWING APPLICATIONS:

- Future Land Use Map Amendment

ZONING MAP AMENDMENT

ANNEXATION

FOR MORE INFORMATION, PLEASE CONTACT THE CITY OF DAYTONA
BEACH SHORES PLANNING DEPARTMENT AT (386) 763-5376

Anyone who wishes to appeal any decision by the Planning and Zoning Board in City Council will need a record of Public Hearing proceedings, respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange to advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. It will be incumbent upon the person responsible for the public hearing to advise the city clerk of the date and place of the rescheduled meeting.

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



City of Daytona Beach Shores
Community Services Department
Planning & Zoning Division
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5376

December 9, 2022

RE: 3615 Cardinal Blvd, Short Tax Parcel ID 6302-05-10-0111
Future Land Use Map Amendment and Zoning Map Amendment Hearings

Dear Property Owner:

This letter is to notify you that the City of Daytona Beach Shores approved the voluntary annexation application and is now processing a future land use map amendment and zoning map amendment application from the owner of the above-subject address, which abuts your property. The City will hold Public Hearings on the rezoning and future land use map amendment applications.

These hearings have been rescheduled from the November 9th and December 13th agendas as follows:

- **City Council (1st Reading): January 10, 2023 at 6:00pm**
- **City Council (Adoption): February 14, 2023 at 6:00pm**

The public hearings will be held in the City Council Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule or continue any of the public meetings to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven days prior to the hearing. If you have any questions, please contact me at (386) 763-5376.

Sincerely,

Noel Eaton
City Planner

Cheri Schwab, City Clerk
Stewart Cruz, Community Services Director

Letters sent to:

PROPERTY OWNER

DURKIN THERESA A - FS - Fee Simple - 100%
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

North

PSOMAS WENDY A - FS - Fee Simple - 100%
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

South

DILLON-BOWMAN GABRIEL - FS - Fee Simple - 100%
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

East

SUNSHINE PLAZA
RIVERSIDE 3624 LLC - FS - Fee Simple - 100%
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

West

SPAGNUOLO MARY KAY - LE - Life Estate - 100%
600 HARVEY ST
SHINNSTON WV 26431

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3613 CARDINAL BLVD
DAYTONA BEACH FL 32118

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DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374

Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SUNSHINE PLAZA RIVERSIDE 3624
LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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DILLON-BOWMAN GABRIEL
3617 CARDINAL BLVD
DAYTONA BEACH SHORES FL 32118

Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431

Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PSOMAS WENDY A
3613 CARDINAL BLVD
DAYTONA BEACH FL 32118



9590 9402 7813 2152 5087 96

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5095

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Adult Signature ☐ Agent
☐ Adult Signature Restricted Delivery ☐ Addressee

B. Received by (Printed Name)

W. PSOMAS

C. Date of Delivery

12-12-22

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DURKIN THERESA A
7902 SAILBOAT KEY BLVD S APT 503
SOUTH PASADENA FL 33707 6374



9590 9402 7813 2152 5087 89

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5088

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Adult Signature ☐ Agent
☐ Adult Signature Restricted Delivery ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

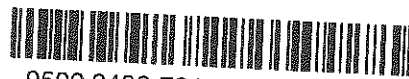
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SPAGNUOLO MARY KAY
600 HARVEY ST
SHINNSTON WV 26431



9590 9402 7813 2152 5088 26

2. Article Number (Transfer from service label)

7020 0090 0000 0207 5125

PS Form 3811, July 2020 PSN 7530-02-000-9053

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
SUNSHINE PLAZA RIVERSIDE 3624
LLC
3624 S ATLANTIC AVE STE 102
DAYTONA BEACH SHORES FL 32118

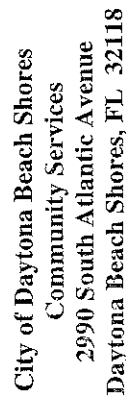


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CITY OF DAYTONA BEACH SHORES NOTICE OF LAND USE CHANGE

Pursuant to Section 163.3187(1)(c), *Florida Statutes*, the City of Daytona Beach Shores, Florida, will hold Public Hearings to consider the following ordinance:

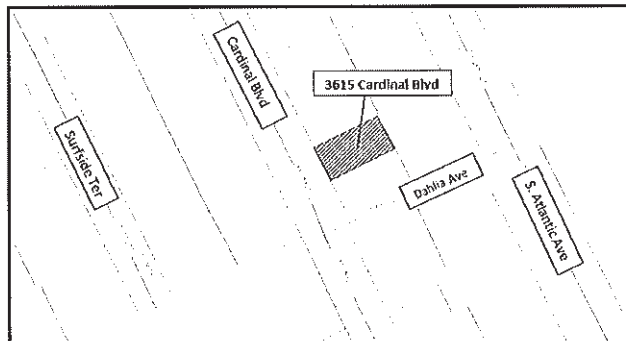
ORDINANCE NO: 2022-25

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held as follows:

- **City Commission (1st Reading): January 10, 2023 at 6:00pm**
- **City Commission (Adoption): February 14, 2023 at 6:00pm**

Please see location map below.



The public hearing will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, 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. The amendment package is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

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

PROOF OF PUBLICATION

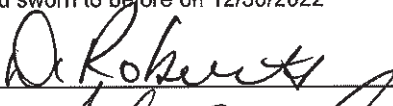
Cheri Schwab
City Of Daytona Beach Shores - Legal
2990 S Atlantic AVE
Daytona Beach FL 32118-6002

STATE OF WISCONSIN, COUNTY OF BROWN

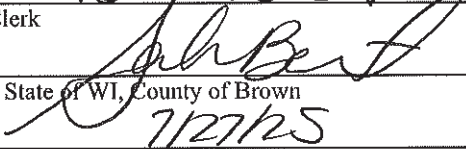
Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

12/30/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 12/30/2022



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1089.80

Order No: 8222279

Customer No: 465027

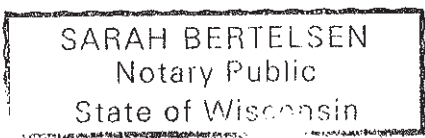
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.


SARAH BERTELSEN
Notary Public
State of Wisconsin

CITY OF DAYTONA BEACH SHORES

NOTICE OF LAND USE CHANGE

Pursuant to Section 163.3187(1)(c), *Florida Statutes*, the City of Daytona Beach Shores, Florida, will hold Public Hearings to consider the following ordinance:

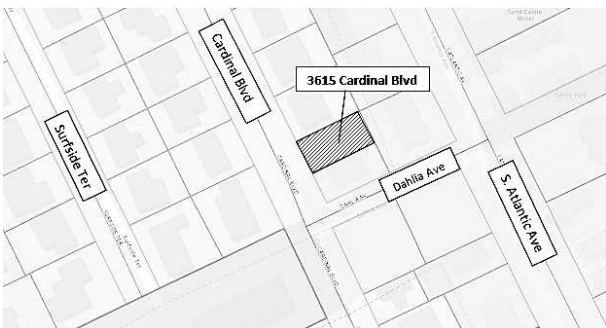
ORDINANCE NO: 2022-25

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, "FUTURE LAND USE ELEMENT", BY AMENDING MAP L-4 ENTITLED, "GENERALIZED FUTURE LAND USE MAP (2030)" ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 3615 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-10-0111; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held as follows:

- **City Commission (Adoption): March 14, 2023 at 6:00pm**

Please see location map below.



The public hearing will be held in the City Commission Chambers in the Community Center located at 3000 Bellemead Drive, 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. The amendment package is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

Anyone who wishes to appeal any decision by the City Commission with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

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



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 14, 2023 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Resolution 2023-05 Elected Officials Travel Policy

SYNOPSIS:

Resolution 2023-05 will formalize elected officials travel policy.

FISCAL IMPACT STATEMENT:

Current Commission travel budget is \$14,900 for the FLC Conference, League dinners and misc. travel and meetings. Fiscal year 2022 had \$12,215 in expenses prior to the current travel policy update.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends adoption of Resolution 2023-05

SUGGESTED MOTION:

I move to adopt Resolution 2023-05 on first reading.

ATTACHMENT: 1. Res 2023-05 Elected Officials Travel Policy

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES ADOPTING A TRAVEL POLICY FOR ELECTED OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, from time-to-time elected officials are required to travel for City business; and

WHEREAS, the City of Daytona Beach Shores and its citizens benefit by having a fiscally responsible and ethical travel policy for elected officials; and

WHEREAS, this Resolution establishes a travel policy for elected officials that addresses such things as meal and mileage allowances, City issued purchasing card guidelines, travel authorizations, overnight accommodations, and reimbursements; and

WHEREAS, Section 112.061, Florida Statutes, also regulates per diem and travel expenses of public officers, employees, and authorized persons; and

WHEREAS, the City's travel policy for elected officials is now presented to the City Commission for formal adoption.

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

SECTION 1. Findings. The above WHEREAS clauses are true and correct and incorporated herein by this reference.

SECTION 2. Adoption The City Commission hereby adopts the following travel policy for elected officials:

1. No meal allowance will be granted for travel within Volusia County unless payment for such a meal is a requirement of the travel event.
2. All out of state travel and travel involving a choice between driving and flying must be pre-approved by the City Commission before travel arrangements are made, unless travel is an emergency, in which case, approval may occur after travel.
3. The City's Purchase Card shall be used for travel expenses, i.e., hotel, event registration, etc. The City's purchase card is not to be used for meals in lieu of city paid per diem. To guard against credit card fraud, receipts should be submitted for all purchasing card transactions. Elected Officials are responsible for purchasing card transactions. On multi-day trips, the allowable per diem is calculated as a total amount for the entire trip.

4. Travel authorization requests should be submitted in time for inclusion in a City Commission agenda prior to travel to obtain the appropriate approval. These forms should also be used to obtain a check prior to travel for mileage and per diem not covered under the Purchase Card program.

5. Authorized vehicle mileage will be reimbursed at the City's prevailing rate and will be verified using MapQuest or a similar program. Travel distance shall be calculated using City Hall as the starting and returning address.

6. No overnight accommodations will be paid for by the City unless such accommodations are approved by the City Commission.

8. The following per diem rates will be provided when elected officials must stay overnight:

8.a. All elected officials shall receive a per diem rate of \$80/day. Beginning and ending travel day per diem will be pro-rated, based on time of departure and return; departures after 8:00 am qualify for 75% of per diem for that day; arrivals prior to 4:30 pm qualify for 50% per diem for that day. Return departures after 11:00 am but before 4:30 pm qualify for 50% per diem for that day and return departures after 4:30 pm qualify for 75% of per diem for that day.

8.b. Meals provided for in the registration fee for a conference shall be deducted from the daily per diem amount as follows: \$10 for Breakfast; \$10 for Lunch and \$20 for dinner. Continental breakfasts included in the registration do not qualify for a breakfast per diem reduction.

9. Expenses for spouses, significant others, etc., to attend any event will not be paid by the city and shall be paid in advance of any event.

PURCHASE CARD GUIDELINES FOR TRAVEL

10. Expenses must be incurred within the date and time boundaries of the approved travel event, or when reasonable for hotel reservations, event registrations, etc. in advance of the event. Expenses must also serve a public purpose for the betterment of the City or its citizens.

11. Fuel is an authorized purchase for elected officials traveling in a city-owned vehicle during the time and date of travel.

12. Prudent judgment is required for any expense that a traveler either charges to a City Purchasing Card or expects reimbursement. Gift cards, department store purchases, movie rentals, bulk liquor store charges are examples of items not considered legitimate expenses.

13. Per diem amounts are designed to support legitimate and necessary travel expenses. No receipts are required to support per diem amounts. It is up to the elected official to adequately allocate their per diem for the duration of their travels.

14. All reimbursements for travel or per diem expenses are restricted to travel and per diem costs that accrue within the State of Florida and have been approved in the annual budget of the City, or have been specifically approved by the City Commission.

15. All reimbursements for travel or per diem expenses are restricted to events with a defined public purpose that are generally accepted or can be articulated as providing a benefit to the citizens of Daytona Beach Shores. Examples of such events include:

- 15.a. In-state, intergovernmental association meetings where all members of such organizations are invited to attend;
- 15.b. Local inter-governmental council or league meetings where all members of such councils/leagues are invited to attend;
- 15.c. Private meetings with citizens, business interests, and/or other local, state, or federal government officials where the topic is (or has) a public purpose that can be demonstrated to show a tangible and specific benefit to the citizens of Daytona Beach Shores;
- 15.d. Training courses, schools of governance, etc., that relate to either the regular performance of duties for an elected official, or to a specific topic requiring a generally accepted need for elected official expertise.
- 15.e. Any public event where the City Council has specifically appointed the elected official to represent the City, or where the Mayor or Vice Mayor would customarily attend and represent the City.

16. No reimbursements for travel or per diem expenses shall be provided to elected officials for meetings or travel where little or no additional public benefit accrues to the citizens of the City as a result of such meeting or travel. Examples of such events include:

- 16.a. Committee or officer-only meetings of any inter-governmental associations/councils/leagues, wherein the City elected official is not required to be either an officer or a committee member, and/or where that officer or committee appointment cannot be shown to provide a tangible and specific benefit that would not otherwise accrue to the City;
- 16.b. Campaign, fund raising, or organizational events of any kind benefiting or designed to benefit any candidate for any office;

16.c. Any other event or meeting not conforming to the criteria or examples in number 15 (a) – (e) above.

17. Specifically, Council members will be reimbursed /compensated for the following:

- Volusia League of Cities Events/Dinner Meetings
- Volusia Council of Government (VCOG) Meetings
- Elected Officials Roundtable
- Volusia Transportation Planning (TPO) Meetings
- Florida League of Cities (FLC)
 - IEMO Training (Basic and Advanced)
 - Annual Conference
 - Legislative Policy Committee Meetings
 - League of Mayor's Meetings
 - Ethics Training (Meeting state requirements)

18. Mileage will be reimbursed ONLY to the City's designated elected official representative for the meetings listed in paragraph 17 if they occur outside of Volusia County. If the designated representative is unable to attend a meeting, the designated alternate will be reimbursed for mileage.

SECTION 3. Conflicts. The most restrictive interpretation shall govern any conflicts between this Travel Policy and Section 112.061, Florida Statutes.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

By: _____
Kurt Swartzlander, City Manager

ATTEST:

By: _____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Vose Law Firm, City Attorney

Passed and adopted on this _____ day of _____, 2023.



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2023-06 Emergency Pay Policy

SYNOPSIS:

The city implemented an emergency pay policy in 2017 after Hurricanes Matthew and Irma. This policy needs to be updated to ensure future reimbursement is possible through FEMA once an emergency has been declared through the federal government..

FISCAL IMPACT STATEMENT:

N/A unless there is an emergency declaration.

BACKGROUND:

The city implemented an emergency pay policy in 2017 after Hurricanes Matthew and Irma. The policy outlined which employees would be working for the city through an emergency if and when an emergency was declared by the city manager or a designee. This policy needs to be updated to ensure FEMA reimbursement with future declared emergencies.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends the approval of the emergency pay policy.

SUGGESTED MOTION:

Approve Resolution 2023-06 Emergency Pay Policy.

ATTACHMENT: 1. Resolution 2023-06 Emergency Pay Policy

RESOLUTION 2023-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, APPROVING AN EMERGENCY PAY POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, city management wants to have a Commission adopted Emergency Pay Policy.

WHEREAS, the City Commission would like to preserve City facilities and services during times of declared emergencies by establishing an Emergency Pay Policy.

WHEREAS, an emergency pay policy is intended to manage and preserve city facilities and services during emergency situations; and

WHEREAS, the proposed emergency pay 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 AN EMERGENCY PAY POLICY.

The City Commission hereby approves the Emergency Pay 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 14th day of March 2023.

CITY OF DAYTONA BEACH SHORES, FL

MAYOR NANCY J. MILLER

Attest:

CITY MANAGER

KURT SWARTZLANDER

CITY CLERK

CHERI SCHWAB

Attachment: Exhibit "A" Emergency Pay Policy

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN “BECKY” VOSE

CITY OF DAYTONA BEACH SHORES

DECLARED EMERGENCY PAY POLICY

The purpose of this policy is to provide direction regarding employee work assignments and pay status during an impending or declared disaster or during declared emergency or during declared emergency conditions and, when applicable, during the recovery period. This includes situations due to severe inclement dangerous weather and other types of emergency situations, including, but not limited to riots, civil disorders, epidemics, power failure, hurricane conditions, or similar conditions.

DECLARATION OF EMERGENCY CONDITIONS

The provisions and procedures contained in this policy shall be implemented only upon authorization of the City Manager or designee. It is recognized that upon declaration of an emergency status, collective bargaining contracts are suspended for the duration of the emergency, except as they pertain to pay. This means that the City may suspend time frames for grievances, seniority, disciplinary actions, processing pay changes, and other personnel transactions until the emergency period is no longer in effect. During a declared emergency, there are certain city services that will be considered essential and must be maintained. As such, there will be certain employees who will be considered essential employees during a declared emergency as they have the skills and qualifications necessary to maintain essential city services.

NOTIFICATION

The city manager, or designee, will notify department heads of the emergency declaration and department heads will see that their respective division heads and employees are notified as to the extent and scope of the emergency declaration.

ESSENTIAL EMPLOYEES

Certain essential city services are required to be maintained in any declared emergency. The employees involved in these essential services are excused from work only with the specific authorization of their department head or designee. A department head, or designee, may cancel or rescind the approved leave of an essential employee during a declared emergency.

Employees in essential services include sworn law enforcement personnel, communicators, fire personnel, public information officer, public works and utilities employees, public works and utilities supervisors and managers, and senior management city-wide. Other employees may be considered essential on a case-by-case basis as determined by the mayor, city council, city manager, department heads, or one of their designees.

It is the intent of the city to notify each employee prior to an emergency situation whether he or she is considered an essential employee, what their obligations may be, and to establish procedures to let him or her know whether they will be required to work. As each declared emergency may vary in effect upon employees and operations, the city may be required to modify duties and the status of an employee at any time during a declared emergency.

Failure to report to work during declared emergencies by essential employees may be cause for disciplinary action up to and including termination.

VARIATIONS IN EMERGENCY SITUATIONS

Emergencies may vary in their effect upon employees and operations on different shifts and at different locations. For example, city operations may close on one shift and not another or one location may be closed, but not another. In certain circumstances, the city may not close but may release employees on one shift early because of transportation or other problems.

When an emergency is declared, it may be precautionary in nature and may be declared before the actual emergency conditions exist and end after emergency conditions have passed.

The determination to close works sites, either entirely or partially, and/or to implement disaster/emergency duties for City employees is at the sole discretion of the City Manager or designee. Accordingly, the City Manager may determine that non-emergency employees at all or certain work sites are to have early work dismissal, late work arrival, or site closure for one or more work shifts.

Each situation is studied and a decision is made on the basis of specific conditions existing at the time and at each particular location.

EMERGENCY PAY

Under the following conditions, personnel will be eligible for overtime payments during an emergency. Overtime is defined as the period of time an employee works above their normal scheduled work period during a declared emergency.

Non-Working Employees: Employees who are authorized to be dismissed from work due to an early work dismissal, late work arrival time, or other closing of the work site due to a declared emergency, shall receive regular pay for all hours not worked during his/her regularly scheduled shift upon City Manager or designee approval.

Employees directed to NOT report to work (or cease to work during the day) shall have no deductions made from their leave accounts.

Employees who are on sick leave or on annual leave status during a declared emergency shall remain on the sick or annual leave status and shall not be eligible for emergency pay unless it is determined that the employee is an essential employee and is required to report to work or at the City Manager's discretion.

Employees on normal day(s) off shall not receive emergency pay unless it is determined that the employee is an essential employee and is required to report to work.

If the emergency is over, and the employees return to work during the same pay week as the declared emergency, the paid but non-worked hours will not be counted in the computation for overtime.

It is the responsibility of each non-working employee to maintain contact with his/her department or to monitor media coverage for the purposes of reporting to work at the appropriate time. Employees who fail to report, or who are unable to report at the appropriate time will be charged for annual leave or leave without pay for the period between when his/her department resumed operations, beyond those directly related to emergency conditions, and the time they do report for work.

Working Employees: Employees who are required to work during the declared emergency shall receive emergency pay for the equivalent time period as non-working employees upon City Manager or designee approval along with all hours actually worked.

Only those employees required to work in support of emergency response activities shall be authorized to work. Authorization shall include employees who are ordered to work as well as employees who volunteer and are selected to fill an emergency duty.

Compensation for the hours actually worked will be paid at the appropriate overtime rate, if all other assigned hours are worked during the period of the emergency; paid work site closings do not count as time worked for overtime purposes. There are no guaranteed number of work hours during an emergency. Employees are relieved from emergency work at the earliest opportunity. For all employees, emergency duty counts as hours worked for purposes of calculating overtime.

Essential, non-exempt employees: The Federal Labor Standards Act and the adopted Federal Rules and Regulations establish the procedures for non-exempt employees working for the City of Daytona Beach Shores. Personnel who are covered under the provisions of the Federal Labor Standards Act are entitled to overtime payments equal to 1.5 times their hourly rate of pay when they meet the overtime criteria established under FLSA. The emergency pay period will be the emergency declaration period.

Non-exempt employees, part-time and temporary employees, required to work during a declared emergency shall be compensated in accordance with City policies for actual hours worked and in accordance with the Fair Labor Standards Act.

Essential, exempt employees: The Federal Labor Standards Act establishes procedures to exempt certain classifications of employees from the overtime provisions. Under normal operations, these employees do not receive overtime compensation. But, during a declared emergency exempt employees may be required to work. The city strives to be fair and reasonable in payment for services provided during a declared emergency. For that reason, essential exempt employees, including department heads and the City Manager who work in excess of 40 hours per period, shall be provided additional compensation when all of the following conditions are met:

1. An emergency or disaster has been declared by the City Manager or designee.
2. The employee is called in and/or required to work in excess of six (6) hours for exempt employees:
 - a. In addition to normally scheduled hours on any day, or
 - b. On a normal day off during the pay period

The additional compensation of these hours shall be calculated back to the first hour and will be paid as follows:

1. Exempt employees, including department heads and the City Manager, shall be paid on an hourly basis at time and one-half (annual salary divided by 2080 hours of work in one year x 1.5)

Nothing herein shall be deemed to reduce or alter the regular salary payment for exempt employees at times other than those specified above.

CLOSING PAY FOR EMPLOYEES

Non-essential, non-exempt employees regularly scheduled to work during a declared emergency and who are not able to work during the declared emergency due to the closing of a facility, or another valid reason as defined and approved by the city manager, or designee, may be eligible for closing pay. If eligible, the amount of closing pay for the non-essential, non-exempt employee will be the employee's regular hourly rate for the normally scheduled work. Closing pay hours paid, but not worked, shall not

count towards overtime.

Non-essential, exempt employees regularly scheduled to report to work during an emergency and who are not able to work during the emergency due to the closing of a facility, or another valid reason as defined and approved by the city manager, or designee, shall receive their regular pay for the normally scheduled work.

Essential, non-exempt employees regularly scheduled to work during a declared emergency who are not directed to work during a declared emergency and are not able to work during the declared emergency due to the closing of a facility, or another valid reason as defined and approved by the city manager, or designee, may be eligible for closing pay. If eligible, the amount of closing pay for the essential, non-exempt employee will be the employee's regular hourly rate for the normally scheduled work. Closing pay hours paid, but not worked, shall not count towards overtime.

Essential, exempt employees regularly scheduled to report to work during a declared emergency who are not directed to work during a declared emergency and are not able to work during the declared emergency due to the closing of a facility, or another valid reason as defined and approved by the city manager, or designee, shall receive their regular pay for the normally scheduled work.

Essential, nonexempt employees directed to work during a declared emergency and who do not work shall only receive closing pay at the discretion and approval of the city manager, or designee. If approved, the amount of closing pay will be his or her regular hourly rate for normally scheduled work. Failure to report to work during declared emergencies by employees required for essential services may be cause for disciplinary action up to and including termination.

Essential, exempt employees directed to work during a declared emergency and who do not work would receive their regular pay for the normally scheduled work. However, failure to report to work during declared emergencies by employees required for essential services may be cause for disciplinary action up to and including termination.



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion to allow a stand alone restaurant on the east side of S. Atlantic Avenue

SYNOPSIS:

This item was a request of the commission to discuss changes to the code of ordinances.

FISCAL IMPACT STATEMENT:

In comparing tax revenue of a local beachside restaurant, LandShark, with a condominium, the Aruba, with 84 units, the Aruba generates \$175,976.32 in tax revenue annually, while LandShark would generate \$30,195.46 in annual Shores tax revenue. The comparison is based on city tax assessed value using the 2022 tax rate of 4.6389%.

BACKGROUND:

Pursuant to the Daytona Beach Shores Comprehensive Plan and Land Development Code zoning regulations, stand-alone restaurants are not allowed on the east side of S. Atlantic Avenue. Permitted uses on the east side of S. Atlantic Avenue, which are a function of a property's future land use and zoning designations, include single-family residential, hotel/motel/tourist accommodations and multi-family residential uses. A restaurant, however, is permitted as an accessory use to a hotel/motel/tourist accommodation establishment. If the City Commission seeks to allow stand-alone restaurants or other uses on the east side of S. Atlantic Avenue, then comprehensive plan and zoning code amendments will be required. Thereafter, selected sites would have to undergo specific analysis to ensure consistency with city regulations.

It should be noted the LandShark & Crabby's establishments in Daytona Beach were approved through a planned development in which the developer has a total of 25 years to build various uses such as a convention center, hotel and multifamily residential development with a maximum building height of 364 feet.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. vcpa_parcel_export_202326131656

PARID	TAXYR	ROLLTYPE	ACCTYPE	DORID	ALT_ID	LUC	LUC_DESC	TAXDIST
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8011774	2022	REAL		#####	#####	400	Condomini	403
8011776	2022	REAL		#####	#####	400	Condomini	403
8011799	2022	REAL		#####	#####	400	Condomini	403
8011777	2022	REAL		#####	#####	400	Condomini	403
8011778	2022	REAL		#####	#####	400	Condomini	403
8011779	2022	REAL		#####	#####	400	Condomini	403
8011780	2022	REAL		#####	#####	400	Condomini	403
8011781	2022	REAL		#####	#####	400	Condomini	403
8011782	2022	REAL		#####	#####	400	Condomini	403
8011757	2022	REAL		#####	#####	400	Condomini	403
8011758	2022	REAL		#####	#####	400	Condomini	403
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8011769	2022	REAL		#####	#####	400	Condomini	403
8011770	2022	REAL		#####	#####	400	Condomini	403
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8011772	2022	REAL		#####	#####	400	Condomini	403
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8011755	2022 REAL	#####	#####	400 Condomini	403
8011756	2022 REAL	#####	#####	400 Condomini	403

TAXDIST_INBHD	NBHD_DE	MARAREAM	MARAREA	APRLAND	APRBLDG	APRTOT	NEWCONS
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DAYTONA	485 ARUBA CC	12 Daytona Be		0	534450	534450	534450
DAYTONA	485 ARUBA CC	12 Daytona Be		0	392562	392562	392562
DAYTONA	485 ARUBA CC	12 Daytona Be		0	364770	364770	364770
DAYTONA	485 ARUBA CC	12 Daytona Be		0	371718	371718	371718
DAYTONA	485 ARUBA CC	12 Daytona Be		0	544630	544630	544630
DAYTONA	485 ARUBA CC	12 Daytona Be		0	460100	460100	460100
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DAYTONA	485 ARUBA CC	12 Daytona Be		0	357822	357822	357822
DAYTONA	485 ARUBA CC	12 Daytona Be		0	524270	524270	524270
DAYTONA	485 ARUBA CC	12 Daytona Be		0	442900	442900	442900
DAYTONA	485 ARUBA CC	12 Daytona Be		0	442900	442900	442900
DAYTONA	485 ARUBA CC	12 Daytona Be		0	442900	442900	442900
DAYTONA	485 ARUBA CC	12 Daytona Be		0	524270	524270	524270
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DAYTONA	485 ARUBA CC	12 Daytona Be	0	430000	430000	430000
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DAYTONA	485 ARUBA CC	12 Daytona Be	0	519180	519180	519180
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ADDITION	DELETION	SASD	NSASD	STXBL	NSTXBL	COTXBL	CITXBL	CRA
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0	0	442900	442900	442900	442900	442900	#####	
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0	0	447200	447200	447200	447200	447200	#####	
0	0	529360	529360	529360	529360	529360	#####	
0	0	361296	361296	361296	361296	361296	#####	
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0	0	477300	477300	477300	477300	477300	#####	
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0	0	509000	509000	509000	509000	509000	#####
0	0	347400	347400	347400	347400	347400	#####
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0	0	399510	399510	399510	399510	399510	#####
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0	0	477300	477300	477300	477300	477300	#####
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0	0	485900	485900	485900	485900	485900	#####
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0	0	438600	438600	438600	438600	438600	#####
0	0	519180	519180	519180	519180	519180	#####
0	0	354348	354348	354348	354348	354348	#####

Aruba: 84 units
Total City Tax #####
City tax rate 4.6389%
City Tax #####

LandShark:
Total City Tax #####
City Tax #####

[illegible]

[illegible]



CITY COMMISSION AGENDA MEMORANDUM MARCH 14, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion on the Alternate Tax Relief (ATR) as a continuing incentive for Economic Development

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

Ordinance 2019-08 Established a supplemental economic development program fostering the revitalization and redevelopment of the City by use of ad valorem tax revenue incentives as the city commission deems appropriate. The city commission determines whether economic incentives are provided for any requesting development.

Per Municipal code Chapter 10-Economic Development, Article III-Supplemental Economic or Tourism Development Incentive Program:

Sec. 10-34. - Authorized incentives.

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[SECTIONEMAIL SECTI](#)
[VERSIONS](#)

(a)

The city council may provide to an incentive recipient any combination of incentives provided for herein; provided, however, that the total amount of incentives given to a development must be in keeping with the goals set forth in this ordinance and the value of the benefits accruing to the city and its citizens must be greater than the financial value of the incentives to an incentive recipient.

(b)

All direct incentives of the city shall be granted in the form of payments of amounts up to, but in no event in an amount in excess of, the sums paid in fees and taxes that have been duly paid to the city during a specified period of time after the development or redevelopment of real property. The payments are intended to be for some part or all of the increased ad valorem tax revenues derived from the development or redevelopment activities occurring on property in the nature of a tax increment above the baseline

revenues deriving to the city in the pre-development or redevelopment activities with the effect upon the finances of the city being revenue neutral as to the then status quo. Upfront abatements of fees or taxes are prohibited and unlawful. Where incentives continue for a period of more than one year, such incentives may be graduated to increase or decrease year-to-year as the city council sees fit, but subject to monitoring by the city to ensure compliance with the terms of any incentive agreement.

(c)

Funds received through such incentive grants may only be used for purposes that are determined to provide for the economic or tourism development of the city.

(d)

Funds paid through incentive grants may only be derived from lawful revenues of the city for such purposes and there is no appropriation obligation established in this ordinance that would contravene any provision of controlling law such as the requirement that relates to the pledge of ad valorem tax revenues for the repayment of debt.

([Ord. No. 2019-08](#), § 2, 9-9-19)

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. ord 2019-08 additional economic incentives

ORDINANCE 2019-08

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA ESTABLISHING THE CITY OF DAYTONA BEACH SHORES SUPPLEMENTAL ECONOMIC OR TOURISM DEVELOPMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has the desire to ensure that the City of Daytona Beach Shores and its environs are desirable for economic or tourism development of a positive nature for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, Section 166.021(8), *Florida Statutes*, provides as follows:

“(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real

property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities."

; and

WHEREAS, Section 187.201(16), *Florida Statutes*, (part of the *State Comprehensive Plan*)

provides as follows:

"(16) URBAN AND DOWNTOWN REVITALIZATION.—

(a) Goal.—In recognition of the importance of Florida's vital urban centers and of the need to develop and redevelop downtowns to the state's ability to use

existing infrastructure and to accommodate growth in an orderly, efficient, and environmentally acceptable manner, Florida shall encourage the centralization of commercial, governmental, retail, residential, and cultural activities within downtown areas.

(b) Policies.—

1. Provide incentives to encourage private sector investment in the preservation and enhancement of downtown areas.
2. Assist local governments in the planning, financing, and implementation of development efforts aimed at revitalizing distressed downtown areas.
3. Promote state programs and investments which encourage redevelopment of downtown areas.
4. Promote and encourage communities to engage in a redesign step to include public participation of members of the community in envisioning redevelopment goals and design of the community core before redevelopment.
5. Ensure that local governments have adequate flexibility to determine and address their urban priorities within the state urban policy.
6. Enhance the linkages between land use, water use, and transportation planning in state, regional, and local plans for current and future designated urban areas.
7. Develop concurrency requirements that do not compromise public health and safety for urban areas that promote redevelopment efforts.
8. Promote processes for the state, general purpose local governments, school boards, and local community colleges to coordinate and cooperate regarding educational facilities in urban areas, including planning functions, the development of joint facilities, and the reuse of existing buildings.
9. Encourage the development of mass transit systems for urban centers, including multimodal transportation feeder systems, as a priority of local, metropolitan, regional, and state transportation planning.
10. Locate appropriate public facilities within urban centers to demonstrate public commitment to the centers and to encourage private sector development.
11. Integrate state programs that have been developed to promote economic development and neighborhood revitalization through incentives to promote the development of designated urban infill areas.
12. Promote infill development and redevelopment as an important mechanism to revitalize and sustain urban centers.”

; and

WHEREAS, Section 187.201(21), *Florida Statutes*, (part of the *State Comprehensive Plan*)

provides as follows:

“(21) THE ECONOMY.--

(a) Goal. --Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.

(b) Policies.--

1. Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida.
2. Promote entrepreneurship and small and minority-owned business startup by providing technical and information resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.
3. Maintain, as one of the state's primary economic assets, the environment, including clean air and water, beaches, forests, historic landmarks, and agricultural and natural resources.
4. Strengthen Florida's position in the world economy through attracting foreign investment and promoting international banking and trade.
5. Build on the state's attractiveness to make it a leader in the visual and performing arts and in all phases of film, television, and recording production.
6. Promote economic development for Florida residents through partnerships among education, business, industry, agriculture, and the arts.
7. Provide increased opportunities for training Florida's workforce to provide skilled employees for new and expanding business.
8. Promote economic self-sufficiency through training and educational programs which result in productive employment.
9. Promote cooperative employment arrangements between private employers and public sector employment efforts to provide productive, permanent employment opportunities for public assistance recipients through provisions of education opportunities, tax incentives, and employment training.
10. Provide for nondiscriminatory employment opportunities.
11. Provide quality child day care for public assistance families and others who need it in order to work.
12. Encourage the development of a business climate that provides opportunities for the growth and expansion of existing state industries, particularly those industries which are compatible with Florida's environment.
13. Promote coordination among Florida's ports to increase their utilization.
14. Encourage the full utilization by businesses of the economic development enhancement programs implemented by the Legislature for the purpose of extensively involving private businesses in the development and expansion of permanent job opportunities, especially for the economically disadvantaged, through the utilization of enterprise zones, community development corporations, and other programs designed to enhance economic and employment opportunities."

; and

WHEREAS, Section 187.201(24), *Florida Statutes*, (part of the *State Comprehensive Plan*)

provides as follows:

(23) TOURISM.—

(a) Goal.—Florida will attract at least 55 million tourists annually by 1995 and shall support efforts by all areas of the state wishing to develop or expand

tourist-related economies.

(b) Policies.—

1. Promote statewide tourism and support promotional efforts in those parts of the state that desire to attract visitors.
2. Acquire and manage public lands to offer visitors and residents increased outdoor experiences.
3. Promote awareness of historic places and cultural and historical activities.

; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible, dynamic, and modern as well as an economy that attracts and retains high quality businesses and economic generators to the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires to protect the public health, safety and welfare of the citizens of the City and maintain a high quality of life for the citizens of the City; and

WHEREAS, the City Council of the City of Daytona Beach Shores hereby finds and determines that the provisions of this Ordinance provide for public benefits and serve public purposes; and

WHEREAS, this Ordinance, although neither creating or amending land development regulations, is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*; and

WHEREAS, the City Council of the City of Daytona Beach Shores, as the governing body of the City, through the adoption of its *Comprehensive Plan* and other adopted documents, has established as a matter of policy that fostering the revitalization and redevelopment of the City's "Incentive Area," as further defined in this Ordinance, brings about positive economic, social and cultural impacts within the City and greatly enhances the quality of life of the City's citizens; and

WHEREAS, it is essential to the City's efforts to foster revitalization and redevelopment

within the Incentive Area that the City offer certain Incentives as set forth in this Ordinance that will encourage private investment in the Incentive Area; and

WHEREAS, the goals (the “Goals set forth in this Ordinance”) of the City in offering the Incentives are as follows:

(a). To promote the construction of new buildings or the rehabilitation of existing buildings within the Incentive Area; and

(b). To support the establishment of the categories of new businesses that the City Council determines will:

(i). Significantly increase the overall commercial activity within the Incentive Area,

(ii). Attract the City’s residents and tourists into the Incentive Area, and

(iii). Increase the property values within the City as a whole.

; and

WHEREAS, while the Incentives may benefit the Incentive Recipients (as defined in this Ordinance), the primary beneficiary of the Incentives will be the City and its citizens who shall realize the following benefits (the “Benefits”):

(a). Increased property values within the Incentive Area and the City as a whole;

(b). Increased revenue from property taxes, business license fees and permit fees;

(c). Increased tourism and commercial activity within the Incentive Area and the City as a whole; and

(d). The improvement of the character of the City by preserving existing

buildings within the Incentive Area or promoting the construction of new buildings that are compatible with the desired character of the City.

; and

WHEREAS, the Incentives, as provided for in an Incentive Agreement (as defined in this Ordinance), shall be structured in such a way that the value of the Benefits to the City will exceed their value to the Incentive Recipients; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT. The City Council 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 Council which, together with the agenda materials, memorandum and staff reports, to the extent that they exist, shall be maintained consistent with the maintenance schedule for ordinances, as public records of the City.

SECTION TWO: SUPPLEMENTAL ECONOMIC OR TOURISM DEVELOPMENT PROGRAM. The City Council of the City of Daytona Beach Shores hereby enacts the following provisions into the *City Code*:

Title.

This Ordinance shall be titled and may be commonly referred to as the “City of Daytona Beach

Shores Supplemental Economic or Tourism Development Incentive Program Ordinance.”

Definitions.

(a). As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

(1). *Benefits* means the value to the City of providing the Incentives, which generally includes:

(A). Increased property values within the Incentive Area and the City as a whole;

(B). Increased revenue from property taxes, business license fees and permit fees;

(C). Increased tourism and commercial activity within the Incentive Area and the City as a whole;

and

(D). The improvement of the character of the City by enhancing existing buildings within the Incentive Area and promoting the construction of new buildings that are compatible with the desired character of the City.

(2). *Incentive Area* means the area within the City Limits along South Atlantic Avenue/State Road A1A and County Road 4075 which Area may be modified from time-to-time, in which economic or tourism development activities are likely to result from development or redevelopment of properties and in which the City Council has determined that the revitalization and redevelopment thereof is essential to preserving and improving the economy, society, and culture of the City which results will enhance the quality of life of the citizens of the City.

(3). *Development* means the activity of improving a real property to the extent of adding value to the tax base through real property improvements and the creation of employment opportunities. The definition of the term “development” set forth in Section 163.3164(14), *Florida Statutes*, which adopts the definition set forth in Section 380.04, *Florida Statutes*,¹ shall be applicable to the

¹ The referenced definition of development reads as follows; provided, however, that the reference to this statutory definition shall not be deemed to expand any permitted or other uses as set forth in the City's *Land Development Code*:

implementation and administration of this Ordinance, but is not a limitation as the intent of this Ordinance is to address both exterior and interior improvements of real property.

-
- (1) The term “development” means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
 - (2) The following activities or uses shall be taken for the purposes of this chapter to involve “development,” as defined in this section:
 - (a) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.
 - (b) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.
 - (c) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any “coastal construction” as defined in s. 161.021.
 - (d) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.
 - (e) Demolition of a structure.
 - (f) Clearing of land as an adjunct of construction.
 - (g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.
 - (3) The following operations or uses shall not be taken for the purpose of this chapter to involve “development” as defined in this section:
 - (a) Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.
 - (b) Work by any utility and other persons engaged in the distribution or transmission of gas, electricity, or water, for the purpose of inspecting, repairing, or renewing on established rights-of-way or corridors, or constructing on established or to-be-established rights-of-way or corridors, any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. This provision conveys no property interest and does not eliminate any applicable notice requirements to affected land owners.
 - (c) Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.
 - (d) The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.
 - (e) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.
 - (f) A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.
 - (g) A change in the ownership or form of ownership of any parcel or structure.
 - (h) The creation or termination of rights of access, riparian rights, easements, distribution and transmission corridors, covenants concerning development of land, or other rights in land.
 - (4) “Development,” as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, “development” refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

(4). *Goals set forth in this Ordinance* means the objectives of the City in offering the Incentives, which generally includes:

(A). Promoting the construction of new building or the enhanced rehabilitation of existing buildings within the Incentive Area thereby preserving and improving the economy, society, and culture of the City which results will enhance the quality of life of the citizens of the City; and

(B). Supporting the establishment of new businesses that will:

(i). Increase the overall commercial activity within the Incentive Area,

(ii). Enhance economic or tourism development activities within the Incentive Area,

(iii). Are likely to result from development or redevelopment of properties within the Incentive Area, and

(iv). Are likely to increase property values within the City as a whole.

(5). *Incentive* means a grant of any inducement having monetary value by the City that is offered to a person, firm, or corporation to pursue a Development that encourages private investment and/or creation/retention of jobs. The Incentive may also include grants from other entities that the City may be able to obtain.

(6). *Incentive Recipient* means the private parties receiving the Incentives from the City.

(7). *Job* means each new:

(A). Full-time position or

(B). Full-time equivalent position that is created as a direct result of the ongoing operation of a Development.

For the purposes of calculating the number of Jobs created by a Development, only those employed at businesses directly associated with the Development at positions permanently located within the Incentive Area shall be considered.

(b). In addition to the definitions set forth in Subsection (a) of this Section, the definitions

provided in the *City Code* and the *Florida Statutes* shall be applicable if the context so requires.

General Principles Relating To Award Of Grant Incentives.

(a). The City Council, at its discretion and on a case-by-case basis, subject to the provisions of this Ordinance, may enter into an Incentive Agreement with a person, firm, or corporation providing for Incentives in order to encourage and support the Development of real property within the Incentive Area.

(b). The Incentives shall only be provided to an Incentive Recipient after an agreement has been entered into between the City and such person, firm, or corporation, as approved by the City Attorney, which agreement shall set forth: the particulars of the Development; the Incentives to be provided; and sufficient assurances that the Benefits will accrue to the City and the Goals set forth in this Ordinance will be met by the Development (an “Incentive Agreement”). Pending the approval by the City Council of any Incentive Agreement, subject to the provisions of this Ordinance, the City Manager shall discuss the provisions of this Ordinance, aid in the completion of any Proposal and, subject to the final approval by the City Council, negotiate with the potential Incentive Recipient on behalf of the City. Each Incentive Agreement shall be approved by the City Council by adoption of a resolution. The City Council may provide Incentives in any amounts and for any periods of time.

Authorized Incentives.

(a). The City Council may provide to an Incentive Recipient any combination of Incentives provided for herein; provided, however, that the total amount of Incentives given to a Development must be in keeping with the Goals set forth in this Ordinance and the value of the Benefits accruing to the City and its citizens must be greater than the financial value of the Incentives to an Incentive Recipient.

(b). All direct Incentives of the City shall be granted in the form of payments of amounts up to, but in no event in an amount in excess of, the sums paid in fees and taxes that have been duly paid

to the City during a specified period of time after the development or redevelopment of real property. The payments are intended to be for some part or all of the increased ad valorem tax revenues derived from the development or redevelopment activities occurring on property in the nature of a tax increment above the baseline revenues deriving to the City in the pre development or redevelopment activities with the effect upon the finances of the City being revenue neutral as to the then status quo. Upfront abatements of fees or taxes are prohibited and unlawful. Where Incentives continue for a period of more than one year, such Incentives may be graduated to increase or decrease year-to-year as the City Council sees fit, but subject to monitoring by the City to ensure compliance with the terms of any Incentive Agreement.

(c). Funds received through such incentive grants may only be used for purposes that are determined to provide for the economic or tourism development of the City.

(d). Funds paid through incentive grants may only be derived from lawful revenues of the City for such purposes and there is no appropriation obligation established in this Ordinance that would contravene any provision of controlling law such as the requirement that relates to the pledge of ad valorem tax revenues for the repayment of debt.

Eligibility Criteria.

(a). In order for a Development to be eligible to receive incentives, the City Council must determine that the Development meets, or upon completion will meet, each of the following criteria:

(1). The Development is consistent with the City of Daytona Beach Shores *Comprehensive Plan*, the implementing provisions/land development regulations of the City's *Land Development Code*, as well as the Goals set forth in this Ordinance.

(2). Absent the provision of Incentives, the Development would be unlikely to occur or unlikely to occur at the level or scale contemplated by the developer.

(3). The Development must be located within the Incentive Area.

- (4). The Development must have:
- (A). Real property acquisition costs of a significant type or nature, or
 - (B). Significant costs of physical improvements to real property, or
 - (C). Significant costs of capital improvements to City infrastructure; or
 - (D). On a case-by-case basis, any other eligibility criteria that must be met upon completion of a Development in order to ensure that the Goals set forth in this Ordinance are met and that the Development provides Benefits to the City (and its citizens) in amounts that warrant the implementation of Incentives.
- (b). The provisions of this Ordinance shall be implemented by the City Council of the City of Daytona Beach Shores as it deems appropriate for the benefit of the citizens of the City on a case-by-case basis and, to that end, there shall be no entitlement to an award to any person or entity under the provisions of this Ordinance regardless of the purported attainment of criteria or any matter of like nature.

Disqualification for Incentives.

- (a). No business and no successor or affiliated business entity having one or more of the same principals and substantially the same business activity may cease business operations in the name of one business and then resume business operations in another name if the effect of such resumption is to circumvent the provisions of this Ordinance or to prolong an Incentive which has been granted.
- (b). A business which is the subject of a code enforcement proceeding or which has an unpaid fine relating to a code enforcement proceeding of the City shall not be eligible for an Incentive under this Ordinance.

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into

effect the provisions of this Ordinance.

SECTION FOUR: CONFLICTS. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION FIVE: SAVINGS; EFFECT OF ORDINANCE.

(a). The prior actions of the City of Daytona Beach Shores in terms of the matters relating to any and all actions and activities of the City pertaining to the economic or tourism development of the City, or of an associated nature, are hereby ratified and affirmed.

(b). Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any type or nature be lost, impaired or affected by this Ordinance.

SECTION SIX: CODIFICATION; SCRIVENER'S ERRORS.

(a). Section Two of this Ordinance shall be codified and all other sections shall not be codified.

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

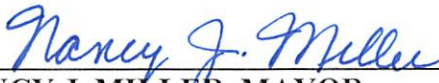
(c). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 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 enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA


NANCY J. MILLER, MAYOR


MICHAEL T. BOOKER, CITY MANAGER


CHERI SCHWAB, CITY CLERK

Approved as to form and legality:


LONNIE GROOT, CITY ATTORNEY

Passed on first reading this 13 day of August, 2019.

Adopted on second reading this 9 day of September, 2019.