



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING JUNE 25, 2024

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

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes June 11, 2024
- 7. CONSENT AGENDA:**
 - A. Monthly Executive Financial Report-May 2024
 - B. Public Safety May report

- C. Community Services Department Monthly Report - May 2024
- D. County of Volusia JAG Letter approval
- E. Agreement To Piggyback Services Contracted By The City of South Daytona For Sewer Slip Lining Services
- F. Approval of Non-Priority Sites Dune Walkover Reconstruction Independent Contractors Agreement: East Coast Marine Construction and Design, Inc.

8. OLD BUSINESS:

- A. Ordinance 2024-14: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 3635 Cardinal Boulevard
- B. Ordinance 2024-15: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 110 Van Avenue
- C. Ordinance 2024-16: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 129 Esmeralda Avenue

9. QUASI-JUDICIAL HEARING

- A. Ordinance 2024-11: Rezoning Application For Recently Annexed Property Located At 3635 Cardinal Boulevard
- B. Ordinance 2024-12: Rezoning Application For Recently Annexed Property Located At 110 Van Avenue
- C. Ordinance 2024-13: Rezoning Application For Recently Annexed Property Located At 129 Esmeralda Avenue

10. NEW BUSINESS:

- A. Consideration of Voting Delegate for FLC Annual Conference
- B. Resolution 2024-09: Fee Schedule Amendment Establishing A Milestone Inspection Report Processing Fee
- C. Resolution 2024-10 Budget Amendment #3 for Dune Walkover Repairs
- D. Discussion of City Manager Salary as per the requirements of the City Charter

- 11. CITY ATTORNEY COMMENTS**
- 12. CITY MANAGER COMMENTS**
- 13. COMMISSION COMMENTS:**
- 14. AUDIENCE REMARKS/PUBLIC COMMENTS:**
- 15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**
- 16. ADJOURNMENT:**

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

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

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

MINUTES
CITY COMMISSION MEETING
June 11, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card **Excused:** Commissioner Stephan Dembinsky.
Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety SGT. Bill Frank.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes May 28, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of May 28, 2024.

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

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

7. CONSENT AGENDA:

A. Amendment No. 2 To Interlocal Agreement For Fueling Services

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve the con

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

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

8. OLD BUSINESS:

- A. Ordinance 2024-19: Development Agreement Application 12024010 By Daytona Ocean Investment Corp & Hotel Motel, LLC. Address: 2601-2613 S. Atlantic Avenue

Attorney Vose read the ordinance by title. Community Services Director Stewart Cruz explained there was a minor change from the first reading. The developer voluntarily stated he would contribute \$30,000 to the dune walkover maintenance fund. All due public notice had been given and staff recommended approval. Audience member Elaine Shizkowski spoke against the project, stating she was upset about losing her view and privacy. Mayor Miller stated that she and the City Manager attended a meeting that morning at the Sherwin. After speaking with the residents, they were agreeable to the project. Sgt. Frank explained that there had been recent incidents at the existing hotel that involved drugs, burglary, theft and arson. It has become an area of concern for the Public Safety Department. Attorney Glenn Storch spoke for the developer. He explained the project would be an upscale hotel that was consistent with the city's comprehensive plan.

COMMISSIONER MARK CARD moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2024-19 on second reading.

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

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

9. NEW BUSINESS:

- A. Resolution 2024-06: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades

Attorney Vose read the resolution by title. Director Cruz stated that the city's sewer collection system was in need of resiliency and upgrades. If approved, the city will submit the loan application in the amount of \$14,550,000 to retrofit the lift stations and upgrade or replace the electrical and control systems. Even though this is called a loan, it does not need to be repaid.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2024-06: Authorization To Submit A Loan Application To The Clean Water State Revolving Fund Program With 100% Principal Forgiveness For Sanitary Sewer Resiliency Upgrades.

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

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

B. Resolution 2024-08 New Commission Monthly Meeting Schedule

Attorney Vose read the resolution by title. If adopted, the new meeting schedule would begin in January. The commission would meet on the first Tuesday of the month, while the third Tuesday would be reserved for a workshop or special meeting.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2024-08 New Commission Monthly Meeting Schedule.

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

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

C. Hearing on Notice of Termination of Contract with Volusia County Towing

The City Attorney stated this would be a quasi-judicial hearing. The City Clerk swore in all witnesses. City Manager Swartzlander explained that the towing company had been consistently late in their payments to the city. None have arrived by the actual due date each month. The last payment received was on May 2, 2024, for the February tows. Despite repeated attempts of communication, no further payments have been received. There was no one in attendance to represent Volusia County Towing.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the Termination of the Towing Contract with Volusia County Towing.

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

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

D. Review City Manager Evaluations

Per the City Charter, the City Manager's annual evaluation is discussed at a public meeting. The evaluations were distributed to the Commission and everyone discussed their scores with him. The overall score was 4.98 out of a possible 5 points. Mayor Miller spoke briefly on the format of the evaluation. She would like to find a new format to use for next year and tasked Comm. Conomos to bring a new form for review at the July 23rd meeting.

10. CITY ATTORNEY COMMENTS

The City Attorney had no additional comments or concerns.

11. CITY MANAGER COMMENTS

City Manager Swartzlander requested the City Attorney to prepare a temporary towing contract until the city could bid it out again. There is a potential truck event happening over the weekend. The sheriff is prepared to enact the special event zone and it ends at Florida Shores Blvd. The department plans to be fully staffed for the weekend.

12. COMMISSION COMMENTS:

Mayor Miller reminded the audience of the upcoming Evening with the Mayor event tomorrow night. There will be a free concert on June 28th. The Florida League of Mayors will be hosting a mental health clinic on July 26th at the Community Center.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:46 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
JUNE 25, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Monthly Executive Financial Report-May 2024

SYNOPSIS:

Monthly financial report for May 2024

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. MBR 23-24 Pd 08

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending May, 2024

May, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$13,504,160	\$9,592,743	\$3,911,417	29%
General Fund Sub-Total	\$13,504,160	\$9,592,743	\$3,911,417	29%
Sewer Fund Operations	\$2,385,569	\$2,311,151	\$74,418	3%
Sewer Fund Restricted Impact Fee	\$11,721	\$5,736	\$5,985	51%
Sewer Fund Sub-Total	\$2,397,289	\$2,316,887	\$80,403	3%
TOTAL ALL FUNDS FISCAL YTD	\$15,901,449	\$11,909,630	\$3,991,819	25%

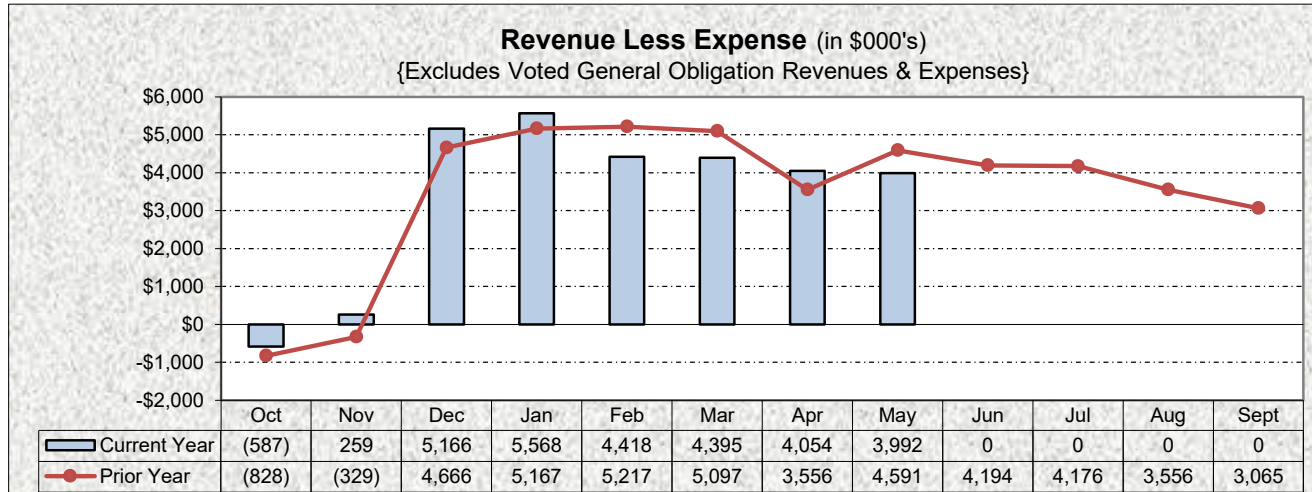
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$26,899,205	\$24,803,393	\$2,095,812	8%
Sewer Fund	\$12,114,968	\$10,897,583	\$1,217,385	11%
Sub-Total Operating Funds	\$39,014,173	\$35,700,976	\$3,313,197	9%
TOTAL ALL FUNDS	\$39,014,173	\$35,700,976	\$3,313,197	9%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$5,240,098	\$417,189	
Add Back for Current Year CS Construction Expense	N/A	N/A	

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

Month Ending May, 2024

NON-G.O. FUNDS	May, 2024		VERSUS PRIOR YEAR TO DATE		
	May, 2024 Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,904	\$13,504	\$12,415	\$1,090	9%
Utility Fund	\$4,533	\$2,397	\$1,908	\$490	26%
Total Revenues & Appropriations	\$24,437	\$15,901	\$14,322	\$1,579	11%
Expenses ('000s)					
General Fund Less Capital	\$16,670	\$9,009	\$7,389	(\$1,620)	-22%
General Fund Capital	\$3,234	\$584	\$443	(\$141)	-32%
Utility Fund	\$4,533	\$2,317	\$1,899	(\$418)	-22%
Total Expenses & Appropriations	\$24,437	\$11,910	\$9,731	(\$2,179)	-22%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,911	\$4,583	(\$671)	
Utility Fund	\$0	\$80	\$9	\$72	
Revenue Less Expense	\$0	\$3,992	\$4,591	(\$599)	



General Fund Detail Budget Report

Month Ending May, 2024

	May, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	9,171,000	8,789,043	8,535,513	253,530	2.97%
Business Taxes	101,900	75,954	95,806	(19,853)	-20.72%
Utility Taxes	1,031,800	655,129	527,211	127,918	24.26%
Permits & Franchise Fees	970,600	678,168	557,938	120,230	21.55%
Intergovernmental	1,456,200	393,851	337,846	56,006	16.58%
Donations	-	720	0	720	
Charges for Services	1,951,900	1,550,544	1,173,168	377,376	32.17%
Fines & Forfeitures	97,800	102,679	45,540	57,139	125.47%
Non-G.O Interest	495,000	401,631	239,258	162,373	67.87%
Unrealized Investment G/(L)	-	-	0	-	
Miscellaneous & Fixed Asset Sales	220,500	135,178	331,767	(196,589)	-59.26%
Internal Services	1,276,500	721,264	570,500	150,764	26.43%
Non G.O. Transfer In-Fund Balance	3,130,600	-	0	-	
Non-G.O. Gen. Fund Revenue	\$ 19,903,800	\$ 13,504,160	\$ 12,414,548	\$ 1,089,612	8.78%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	206,000	105,010	111,913	6,903	6.17%
Executive	798,400	529,479	385,514	(143,966)	-37.34%
Finance	678,800	331,800	331,105	(694)	-0.21%
Legal Counsel	173,300	75,464	88,887	13,422	15.10%
Comp. Planning	125,100	46,028	59,502	13,474	22.64%
Information Technology	628,500	287,288	0	(287,288)	
Other Gov't Services	59,000	2,058	184,047	181,989	98.88%
Public Safety Operations	7,091,300	4,056,423	3,599,721	(456,702)	-12.69%
Building Dept.	717,100	429,300	334,604	(94,696)	-28.30%
Emergency Mgmt - Hurricanes	-	(134)	290,510	290,644	100.05%
Phy. Envir. -- Solid Waste/Recycle	1,672,900	1,042,116	535,602	(506,514)	-94.57%
Public Works Operations	1,815,700	1,010,692	817,440	(193,252)	-23.64%
Inventory	-	-	0	-	
Human Resources	48,400	-	65,878	65,878	100%
Parks & Rec	554,800	379,135	257,523	(121,612)	-47.22%
Community Center	671,200	426,877	316,571	(110,305)	-34.84%
Senior Center	-	-	0	-	
Economic Development Programs	100,000	20,295	10,350	(9,945)	-96.09%
Contingency/Transfers	1,084,400	-	0	-	
Long-Term Debt	344,700	267,293	0	(267,293)	
Non-G.O. Operations Expense	16,669,600	9,009,126	7,389,168	(1,619,958)	-21.92%
Non-G.O. CAPITAL Expense	3,234,200	583,617	442,747	(140,870)	
Total Non-G.O. Expense	19,903,800	9,592,743	7,831,915	(1,760,828)	
Non-G.O. Revenue Less Expense	\$ -	\$ 3,911,417	\$ 4,582,633	\$ (671,216)	-15%

Utility Fund Detail Budget Report

Month Ending May, 2024

			VERSUS PRIOR YEAR TO DATE		
	May, 2024 Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,301,700	\$2,147,248	\$1,846,596	\$300,653	16%
Interest	215,000	238,320	50,121	188,199	375%
Sale of Fixed Assets / Misc.		0	0	0	
Total Operating Revenues	\$ 4,516,700	\$2,385,569	\$1,896,717	\$488,852	26%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 4,516,700	\$2,311,151	\$1,896,115	(\$415,036)	-22%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 4,516,700	\$2,311,151	\$1,896,115	(\$415,036)	-22%
Operations Margin	\$ -	\$74,418	\$602		
% Gain/(Loss)		3%	0%		
Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	\$ 16,100	\$ 11,650	\$10,900	\$750	7%
Impact Fee Interest	0	71	50	21	41%
I.F. Approp. Retained Earnings					
Total IF Revenue	\$ 16,100	\$ 11,721	\$ 10,950	\$ 771	7%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 5,736	\$2,868	\$ (2,868)	-100%
Total IF Expense	\$ 16,100	\$ 5,736	\$2,868	\$ (2,868)	-100%
Impact Fee Margin	\$ -	\$ 5,985	\$ 8,082	\$ (2,097)	-26%
TOTAL FUND Revenue	\$ 4,532,800	\$2,397,289	\$1,907,667	\$489,622	
TOTAL FUND Expense	\$ 4,532,800	\$2,316,887	\$1,898,983	(\$417,904)	
FUND Revenue Less Expense		\$80,403	\$8,684	\$71,719	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
Month Ending May, 2024

Department	Description	Budgeted*	Paid	last month
51/10-20 Executive/Legislative	May, 2024	500,000	-	-
5130 Finance	Leases	9,100	-	-
5160 Information Technology	Equipment	185,500	-	-
5210 Pub. Safety Admin		-	-	-
5211 Patrol/Fire/Rescue	Equipment	453,000	24,387	24,387
5240 Building & Codes	Equipment	225,000	141,846	116,846
5410 Pub. Works Admin		-	-	-
5412 Pub. Works Blg. Maint		345,000	38,468	38,468
5413 Pub. Works Streets	Equipment	74,000	66,251	66,251
	Road Improvements Misc.	208,200	-	-
	<i>Gas Tax Financed</i>			
	<i>Appropriated Road Improvements</i>		-	-
	<i>Crosswalks</i>	-	-	-
5720 Parks	Improvements	1,219,900	298,534	69,658
	Equipment	14,500	14,131	14,131
5751 Community Center		-	-	-
5752 Senior Center		-	-	-
GENERAL FUND TOTAL		3,234,200	583,617	329,741
401-5350 Sewer Operating	IMPROVEMENTS			
	Sewer Engineering and Project Cost	2,259,400	14,229	-
	EQUIPMENT	37,000	28,189	9,632
	Capital Offset to Depreciation Exp	(2,296,400)	(42,418)	(9,632)
GRAND TOTAL		3,234,200	583,617	329,741

INVESTMENT REPORT

May, 2024

Policy Restrictions

Investment	May, 2024	Must	Int.Cap	Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	67.6%	Yes
Cash & CDs	CASH			None	32.4%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None	0.0%	

Performance @Period Ending: May, 2024

Institution	Account	Maturity	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031		Investment	SBA	General Fund	\$ 592	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 592	5.33%	0%
TOTAL SBA						\$ 1,184		0.0%
U.S. Treasury Note	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,684,371	4.01%	7%
U.S. Treasury Bill	912796Y45	06/27/24	Investment	USGS	General Fund	\$ 2,041,816	0.86%	5%
U.S. Treasury Bill	912797HS9	08/29/24	Investment	USGS	General Fund	\$ 2,804,036	2.19%	7%
U.S. Treasury Bill	912796ZW2	06/20/24	Investment	USGS	General Fund	\$ 3,758,033	0.64%	10%
U.S. Treasury Bill	912797KB2	08/15/24	Investment	USGS	General Fund	\$ 3,769,517	1.96%	10%
U.S. Treasury Bill	912797HP5	11/29/24	Investment	USGS	General Fund	\$ 2,751,602	3.13%	7%
U.S. Treasury Bill	912797HP5	06/13/24	Investment	USGS	Sewer Fund	\$ 1,576,691	0.39%	4%
U.S. Treasury Bill	912797HE0	06/13/24	Investment	USGS	Sewer Fund	\$ 5,380,092	2.90%	14%
U.S. Treasury Bill	912796ZW2	10/31/24	Investment	USGS	Sewer Fund	\$ 1,610,586	0.64%	4%
TOTAL US TREASURIES						\$ 26,376,742		67.6%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,764	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 834,597	0.00%	2%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 102,949	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,659	0.15%	0%

TOTAL CURRENT VALUE @ PERIOD END	\$39,014,173
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.4518%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Year End
G.O. Construction & Debt Service Funds	\$ -	\$ -	\$ -	\$ -
General Fund (excl. G.O. Funds)	\$ 26,899,205	\$ 27,182,690	\$ 24,803,393	\$ 22,691,737
Sewer Fund	\$ 12,114,968	\$ 11,780,392	\$ 10,897,583	\$ 11,378,235
TOTAL	\$ 39,014,173	\$ 38,963,082	\$ 35,700,976	\$ 34,069,972
Percent Change for Current	N/A	0.1%	9.3%	14.5%

Portfolio Report
May, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$592	5.60%	\$ 592	\$0	\$33
BoA	Cash-Pool Cash Account (5882)	\$9,813,937	0.00%	\$ 9,813,937	\$0	\$459
	<i>Includes Contraband Pool Cash</i>			\$ 60,058		\$0
	<i>Includes Economic Development Cash</i>			\$ 566,052		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>			\$ (1,473,465)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,878	0.15%	\$ 36,878	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$834,597	0.00%	\$ 834,597	\$0	\$0
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (225,656)		\$0
	CD (5936)	\$102,949	1.85%	\$ 102,949	\$0	\$1,905
JP Morgan	US Treasury Securities	\$17,602,208	1.19%	\$ 17,809,374	\$207,166	\$209,763
ALL GENERAL FUND			1.52%	\$ 26,899,205	\$207,166	\$212,216
PRIOR MONTH				\$ 27,182,690		

SEWER OPERATING						
SBA	Investment (032)	\$592	5.60%	\$ 592	\$0	\$33
BoA	Sewer Operating Fund (4319)	\$1,814,463	1.14%	\$ 1,814,463		\$20,685
Seacoast	Cash (4966)	\$22,659	0.15%	\$ 22,659	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,628,890		\$0
JP Morgan	US Treasury Securities	\$8,493,391	1.90%	\$ 8,567,368	\$73,978	\$161,740
ALL SEWER OPERATING FUND			2.48%	\$ 12,033,972	\$73,978	\$182,492
PRIOR MONTH				\$ 11,699,481		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,764		\$123
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 70,232		\$0
ALL SEWER IMPACT			0.15%	\$ 80,996	\$0	\$123
PRIOR MONTH				\$ 38,963,082		
MONTHLY CHANGE				\$ 51,091		
MONTHLY CHANGE %				0.1%		

United States Government Securities

May, 2024

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (6-month)	912797HP5	05/30/24	11/29/24	\$ 2,755,000	2.500%	\$ 2,684,037	4.01%	\$ 2,684,371	\$ 334	\$ 5,319	\$ 128,933
J.P.Morgan	US Treasury Bill (6-month)	912796Y45	01/04/24	06/27/24	\$ 2,049,000		\$ 1,999,791	0.86%	\$ 2,041,816	\$ 42,025		\$ 49,209
J.P.Morgan	US Treasury Bill (3-month)	912797HS9	05/29/24	08/29/24	\$ 2,840,000		\$ 2,802,724	2.19%	\$ 2,804,036	\$ 1,313		\$ 37,276
J.P.Morgan	US Treasury Bill (6-month)	912796ZW2	03/21/24	06/20/24	\$ 3,767,400		\$ 3,718,218	0.64%	\$ 3,758,033	\$ 39,816		\$ 49,182
J.P.Morgan	US Treasury Bill (3-month)	912797KB2	02/13/24	08/15/24	\$ 3,810,000		\$ 3,712,921	1.96%	\$ 3,769,517	\$ 56,595		\$ 97,079
J.P.Morgan	US Treasury Bill (12-month)	912797HP5	11/30/23	11/29/24	\$ 2,824,000		\$ 2,684,518	3.13%	\$ 2,751,602	\$ 67,084		\$ 139,482
ALL GENERAL FUND					\$ 18,045,400		\$ 17,602,208		\$ 17,809,374	\$ 207,166	\$ 5,319	\$ 264,601
									PRIOR MONTH	\$ 17,660,642		
											1.19%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797HP5	12/14/23	06/13/24	\$ 1,579,000		\$ 1,538,486	0.39%	\$ 1,576,691	\$ 38,205		\$ 40,514
J.P.Morgan	US Treasury Bill (6-month)	912797HE0	05/06/24	10/31/24	\$ 5,499,000		\$ 5,361,383	2.90%	\$ 5,380,092	\$ 18,709		\$ 137,617
J.P.Morgan	US Treasury Bill (6-month)	912796ZW2	03/21/24	06/20/24	\$ 1,614,600		\$ 1,593,522	0.64%	\$ 1,610,586	\$ 17,064		\$ 21,078
ALL SEWER OPERATING FUND					\$ 8,692,600		\$ 8,493,391		\$ 8,567,368	\$ 73,978		\$ 199,209
									PRIOR MONTH	\$ 8,441,487		
											1.90%	

ALL FUNDS					\$ 26,738,000		\$ 26,095,598		\$ 26,376,742	\$ 281,144	0.66%	
									PRIOR MONTH	\$ 26,102,129		
									MONTHLY CHANGE	\$ 274,613		
									MONTHLY CHANGE %	1.1%		



**CITY COMMISSION AGENDA MEMORANDUM
JUNE 25, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety May report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. May



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR MAY 2024

	May-24	24/YTD	May-23	23/YTD
Police Related Calls	2,224	6,425	1,821	9,279
Fire Related Calls	84	316	67	334
Rescue Related Calls	59	279	61	283
Fire Related Alarms Sounding	22	107	13	81
Traffic Citations	356	891	168	869
Written Warnings	145	496	31	165
Building Inspections	68	245	86	338
Arrests: Adults	25	108	36	170
Juveniles	0	3	3	4
City Ordinance Charges	0	2	0	2
Florida State Statute Charges	29	129	77	312
Accidents: Total	16	62	12	70
Street/Highway	8	34	5	46
Parking Lot	8	28	7	31

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-05-01 through 2024-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAFFIC STOP	TS	540	24.28 %	17.42
MISCELLANEOUS LE CALL	MISC	367	16.50 %	11.84
EXTRA PATROL	EP	302	13.58 %	9.74
PROPERTY CHECK	PRC	180	8.09 %	5.81
DIRECTED PATROL REQUEST	DPR	120	5.40 %	3.87
SUSP PERSON	SPER	47	2.11 %	1.52
TELEPHONE HANDLE	THC	44	1.98 %	1.42
MEDICAL EMERGENCY	MED1	37	1.66 %	1.19
DISTURBANCE	DIST	28	1.26 %	0.90
FIRE ALARM	ALARMF	28	1.26 %	0.90
SUSP INCIDENT	SINC	27	1.21 %	0.87
SCHOOL ZONE	SZ	24	1.08 %	0.77
SPECIAL DETAIL	SDL	24	1.08 %	0.77
SUSP VEHICLE	SVEH	23	1.03 %	0.74
SUSPECT STOP	SS	21	0.94 %	0.68
WALKUP	WALKUP	20	0.90 %	0.65
TOWED VEHICLE	TOW	17	0.76 %	0.55
RECKLESS DRIVER	RD	16	0.72 %	0.52
TRESPASSERS	TRES	16	0.72 %	0.52
INFORMATION GIVEN	INFO	15	0.67 %	0.48
RADAR	RADAR	14	0.63 %	0.45
WELL BEING CHECK	WBC	14	0.63 %	0.45
ELEVATOR CALL	ELEV	12	0.54 %	0.39
FALL- NON EMERGENCY	TRAU3	11	0.49 %	0.35
INVESTIGATION	INV	11	0.49 %	0.35
MVA	MV	11	0.49 %	0.35
911 CK/OPEN LINE	911CK	10	0.45 %	0.32
ANIMAL COMPLAINT	AC	10	0.45 %	0.32
BLS - MED/TRAUMA	BLS3	9	0.40 %	0.29
CIVIL COMPLAINT	CIVIL	9	0.40 %	0.29
DRUNK DRIVER	DUI	9	0.40 %	0.29
FLAG DOWN	FLAG	9	0.40 %	0.29
ROAD OBSTRUCTION	RDOB	9	0.40 %	0.29
THEFT	THEFT	9	0.40 %	0.29
WALK & TALK	WT	9	0.40 %	0.29
MEDICAL NON-EMERG	MED2	8	0.36 %	0.26
STROKE / CVA	CVA	8	0.36 %	0.26
ZONE ACCOUNTABILITY PATR	ZAP	8	0.36 %	0.26
BUSINESS ALARM	ALARMB	7	0.31 %	0.23
FOUND PROPERTY	PROPF	7	0.31 %	0.23
HIT&RUN MVA	MVHR	7	0.31 %	0.23
TRAUMA EMERGENCY	TRAU1	7	0.31 %	0.23
BOLO	BOLO	6	0.27 %	0.19
ATT TO CONTACT	ATC	5	0.22 %	0.16
DISABLED VEHICLE	DAV	5	0.22 %	0.16
FLEEING DRIVER	FLEE	5	0.22 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-05-01 through 2024-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
NOISE	NOISE	5	0.22 %	0.16
RECOVERED SIG 10	SVR	5	0.22 %	0.16
DOMESTIC DISTURBANCE	DV	4	0.18 %	0.13
FIGHT	FIGHT	4	0.18 %	0.13
ILLEGAL PARKING	PARK	4	0.18 %	0.13
MENTALLY ILL PER	MIP	4	0.18 %	0.13
REPOSSESSED VEH	REPO	4	0.18 %	0.13
SUICIDAL PERSON	SP	4	0.18 %	0.13
WARRANT	WAR	4	0.18 %	0.13
DRUNK PERSON	IP	3	0.13 %	0.10
ESCORT	ESCORT	3	0.13 %	0.10
FRAUD	FRAUD	3	0.13 %	0.10
JUVENILE	JUV	3	0.13 %	0.10
MISC FIRE SERVICE CALL	MISCF	3	0.13 %	0.10
MISSING PERSON	MP	3	0.13 %	0.10
NARCOTICS	NARC	3	0.13 %	0.10
SHOPLIFTING	SHOP1	3	0.13 %	0.10
ASSAULT/BATTERY	ABAT	2	0.09 %	0.06
BURGLARY ALARM	ALARM	2	0.09 %	0.06
DANGEROUS COND FD	DCFD	2	0.09 %	0.06
LOST CHILD	CHIDL	2	0.09 %	0.06
MEDICAL UNKNOWN	ALARMM	2	0.09 %	0.06
POWER LINES HAZARD	PL	2	0.09 %	0.06
STEP ZONE	STP	2	0.09 %	0.06
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.09 %	0.06
TRAUMA CRITICAL	TRAUE	2	0.09 %	0.06
UNCONSCIOUS	UNC	2	0.09 %	0.06
ALZHEIMERS	ALZ	1	0.04 %	0.03
ASSIST	ASST	1	0.04 %	0.03
ASSIST AGENCY	ASSIST	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
BURG/RESD	BURGR	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
DANGEROUS COND PD	DCPD	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MVA W/ INJURIES	MVI	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
PANIC ALARM	ALARMP	1	0.04 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
VANDALISM	VAND	1	0.04 %	0.03
TOTAL CALLS:		2,224	100.00%	71.74

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2024-05-01 through 2024-05-31

LOCATION: ALL | ZONE: ALL | RD: ALL

NOTE: CAD-generated statistical reports are compiled from a live database of calls for service; this live database requires frequent call updating to ensure real time data is correct and maintained. When compiling and comparing statistics over time, minor discrepancies are inherent and should be expected. For final report information on crime, Uniformed Crime Reporting (UCR) statistics should be utilized.

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

MAY 2024 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	1	3	4
HAZARDOUS CONDITIONS	3	12	78
VEHICLE FIRES	0	0	0
BOAT FIRES	0	1	0
OTHER FIRES NOT LISTED	1	5	17
VEHICLE CRASHES W/ENGINE RESPONSE	1	6	15
SERVICE CALLS	58	292	362
FIRE ALARMS	22	124	216
CANCELLED EN ROUTE	20	93	166
TOTALS	106	536	858

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	2	12	14	33	48	45
HOTEL/MOTEL	3	8	21	23	47	35
ASSEMBLY	0	0	0	0	1	2
MERCANTILE	5	3	26	10	36	12
RESTAURANT	2	3	6	5	19	11
BUSINESS	6	2	60	13	89	19
OTHER	15	0	66	0	194	44
CONSTRUCTION	0	0	0	0	35	8
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	3	4	30	17	40	18
TOTALS	36	32	223	101	509	194

PLANS EXAMINATION HOURS: 1 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
MAY 2024 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	31	203	454
BLS CALLS	28	210	511
TOTALS	59	413	965



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

TRAINING SEMINARS ATTENDED

Month of May 2024

<i>Bill Phillips Jessica Long</i>	<i>5/2</i>	<i>Breath Test Operator Renewal DSC</i>
<i>Heather Vanis Isaac McDowell Zackary Crews</i>	<i>5/6-7</i>	<i>Breath Test Operator DSC</i>
<i>Enrique Rosario</i>	<i>5/10</i>	<i>Blue Card Incident Command Online</i>
<i>Jacob Smith Zackary Crews</i>	<i>5/11-15</i>	<i>OC instructor/Impact weapons Instructor – Apopka</i>
<i>Norman Medders</i>	<i>5/12-17</i>	<i>Hurricane Conference West Palm</i>
<i>Conrad Kerins Timothy Meineke</i>	<i>5/20-31</i>	<i>Traffic Homicide Investigations DSC</i>
<i>Brian Brueggemann</i>	<i>5/20-21</i>	<i>PEAF conference DBS</i>
<i>Chris Wolfla</i>	<i>5/20</i>	<i>CJIS LASO workshop Orlando</i>
<i>Zachary Ignoffo</i>	<i>5/20-22</i>	<i>Advanced crime prevention Prevention thru environmental Design- Orlando</i>
<i>Norman Medders</i>	<i>5/21-22</i>	<i>Disaster Recovery EOC</i>



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

MONTHLY REPORT FOR MAY 2024

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

Replace radiator	veh # 153
Replace air filter	veh # 153
Add coolant	veh #163
Replace serpentine belt	veh #148
Replace front brakes	veh #155
Replace wiper blades	veh # 172
Replace air filter	veh #172
Replace wiper blades	veh #154
Replace starter	veh # 154
Replace motor mount	veh # 154



**CITY COMMISSION AGENDA MEMORANDUM
JUNE 25, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - May 2024

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Montly Report - May 2024
2. CSD Public Works & Sewer Divisions Montly Report - May 2024

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – May 2024

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 6
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 1
 Approved by City Commission this Month: 0
 Approved by City Commission this Fiscal Year: 1
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Seychelles Condo	3855 South Atlantic Avenue	5/1	Apply silica based coating to existing flat roof	\$84,494.00	\$551.04
Pepe Residence	2937 South Atlantic Avenue, Unit 605	5/1	Electric remodel	\$11,100.00	\$47.50
Rosado Residence	2987 South Atlantic Avenue, Unit 2104	5/2	Remodel 2 bathrooms, new drywall as needed	\$16,000.00	\$161.50
St. Maarten Condo	2403 South Atlantic Avenue	5/3	Repair storm damaged dune walkover/beach access	\$93,000.00	\$0.00
Bella Vista Condo	2515 South Atlantic Avenue	5/3	Repair storm damaged dune walkover/beach access	\$114,000.00	\$0.00
Palma Bella Condo	3245 South Atlantic Avenue	5/3	Repair storm damaged dune walkover/beach access	\$78,000.00	\$0.00
Marbella Condo	3343 South Atlantic Avenue	5/3	Repair storm damaged dune walkover/beach access	\$105,000.00	\$0.00
Oceans Villas Condo	3703 South Atlantic Avenue	5/3	Repair storm damaged dune walkover/beach access	\$133,000.00	\$0.00
Kodsi Residence	2947 South Atlantic Avenue, Unit 703	5/6	Interior renovation, remove and replace drywall	\$20,000.00	\$182.96
Kodsi Residence	2947 South Atlantic Avenue, Unit 702	5/6	Interior renovation, remove and replace drywall	\$20,000.00	\$182.96

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Martinson Residence	2515 South Atlantic Avenue, Unit 304	5/7	Install 4 motorized roll down hurricane shutters	\$14,175.00	\$154.75
Kruger Residence	2545 South Atlantic Avenue, Unit 1003	5/7	Install 6 motorized roll down hurricane shutters	\$30,368.00	\$243.81
Utsey Residence	3013 South Atlantic Avenue, Unit 506	5/8	Replace impact windows	\$10,920.00	\$120.55
Schlehuber Residence	3013 South Atlantic Avenue, Unit 1206	5/8	Replace impact window and door	\$26,800.00	\$221.18
Fitzsimons Residence	3311 South Atlantic Avenue, Unit 1004	5/8	Remodel master bathroom and laundry room	\$61,600.00	\$420.23
Swierczek Residence	3641 South Atlantic Avenue, Unit 213	5/8	New cabinets, tops, vanity, rebuild walk in shower	\$44,868.00	\$323.60
Colonial Trading LLC	147 Boynton Boulevard	5/8	Install shower valves, trim plumbing	\$20,000.00	\$199.06
South Shore Motel	3225 South Atlantic Avenue	5/10	Re-roof, replace drip edge	\$40,000.00	\$295.20
Wolfe Residence	2615 South Atlantic Avenue, Unit 3F	5/13	Replace kitchen cabinets and bathroom vanities	\$11,759.00	\$129.10
Grell Residence	3757 South Atlantic Avenue, Unit 202	5/13	Replace two sliding glass doors	\$27,689.00	\$226.84
Jackson Residence	2932 Ocean Trace	5/14	Remodel kitchen and master bathroom	\$110,000.00	\$676.50
South Shore Motel	3225 South Atlantic Avenue	5/14	Replace damaged seawall	\$321,000.00	\$37.07
Castaways Beach Resort	2043 South Atlantic Avenue	5/14	Replace seawall	\$1,075,000.00	\$86.87
Castaways Beach Resort	2043 South Atlantic Avenue	5/14	Build beach access stairs	\$18,575.00	\$177.58
Renfro Residence	2 Oceans West Boulevard, Unit 807	5/15	Install three motorized roll down hurricane shutters	\$15,000.00	\$154.75
Pilon Residence	3023 South Atlantic Avenue, Unit 701	5/15	Impact window and door replacement	\$21,750.00	\$193.73
Snyder Residence	2545 South Atlantic Avenue, Unit 304	5/16	Remodel kitchen and master bath, install walk in shower	\$60,953.00	\$414.65
St. Kitts Park	2853 South Atlantic Avenue	5/16	Construct dune revetment and beach access stairs	\$135,449.00	\$0.00
Van Gordon Residence	2828 South Atlantic Avenue	5/16	Install concrete retaining walls	\$22,000.00	\$123.00
Daytona Ocean Retail	2518 South Atlantic Avenue	5/17	Replace main panel and connect laundry equipment	\$27,500.00	\$482.01
Cabana Colony Cottages	2501 South Atlantic Avenue	5/20	Remove roof to deck, apply SPH system with coating	\$12,200.00	\$137.65
Watts Residence	2515 South Atlantic Avenue, Unit 808	5/20	Replace 1 exterior door	\$10,162.00	120.55
Wilson Residence	2515 South Atlantic Avenue, Unit 906	5/20	Replace 1 exterior door	\$13,990.00	\$146.20
Randall Residence	2515 South Atlantic Avenue, Unit 601	5/20	Replace 1 exterior door	\$13,437.00	\$146.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Quint Residence	2515 South Atlantic Avenue, Unit 801	5/20	Replace 1 exterior door	\$14,795.00	\$154.75
Teurlings Residence	3315 South Atlantic Avenue, Unit 308	5/21	Install 3 motorized roll down hurricane shutters	\$11,800.00	\$129.10
Leonard Residence	2615 South Atlantic Avenue, Unit 4F	5/21	Install kitchen cabinets and counter tops	\$12,500.00	\$137.65
Lozinski Residence	2626 South Atlantic Avenue, Unit 209	5/21	Remodel kitchen and 2 bathrooms	\$68,400.00	\$459.99
Kesler Residence	3737 South Atlantic Avenue, Unit 402	5/21	Remove damaged drywall, replace and finish	\$10,000.00	\$112.00
Ford Residence	3703 South Atlantic Avenue, Unit 508	5/21	Install storm shutters for hurricane protection	\$37,799.00	\$283.76
Wharton Residence	3145 South Atlantic Avenue, Unit 1202	5/21	Install storm shutters for hurricane protection	\$24,000.00	\$204.49
Share Residence	2 Oceans West Boulevard, Unit 1003	5/21	Install 3 motorized roll down hurricane shutters	\$15,000.00	\$154.75
Jaskolka Residence	2 Oceans West Boulevard, Unit 1103	5/21	Install 3 motorized roll down hurricane shutters	\$19,000.00	\$177.58
Galvin Residence	2615 South Atlantic Avenue, Unit 5I	5/24	Replace counter tops	\$10,373.00	\$120.55
Scaccia Residence	2937 South Atlantic Avenue, Unit 602	5/24	Replace kitchen cabinets and countertops	\$20,000.00	\$182.96
Gorelik Residence	3023 South Atlantic Avenue, Unit 405	5/28	Replace impact window and door	\$36,500.00	\$277.98
Gjessing Residence	3718 Cardinal Boulevard	5/28	Install new aluminum composite room	\$16,861.00	\$166.82
Laurinaitis Residence	3057 Brookfair Crescent	5/28	Re-frame stem walls on wood frame porch	\$12,633.00	\$137.65
Radiology Associates	3048 South Atlantic Avenue	5/28	Interior renovation to radiology space	\$116,213.00	\$704.24
Baue Residence	3703 South Atlantic Avenue, Unit 1107	5/29	Install custom desk area in guest bedroom	\$11,000.00	\$120.55
Mamak Residence	2625 South Atlantic Avenue, Unit 19NW	5/29	Tub to shower conversion	\$13,039.00	\$47.50
Mamak Residence	2625 South Atlantic Avenue, Unit 19NW	5/29	Install drywall for new shower	\$16,039.00	\$166.82
Labuz Residence	3023 South Atlantic Avenue, Unit 506	5/29	Replace 2 windows and 2 sliding glass doors	\$14,805.00	\$154.75
Aruba Condo	3721 South Atlantic Avenue	5/29	Resurface pool, replace tile	\$53,347.00	\$374.65
Aruba Condo	3721 South Atlantic Avenue	5/29	Reinstall equipment	\$20,000.00	\$47.50
Days Inn by Wyndham	3357 South Atlantic Avenue	5/30	Replace spa equipment, pump, filter	\$18,000.00	\$47.50
Days Inn by Wyndham	3357 South Atlantic Avenue	5/30	Install new spa, equipment, and pavers	\$80,000.00	\$872.75
Garrison Residence	2947 South Atlantic Avenue, Unit 501	5/30	Replace 6 windows and 2 sliding glass doors	\$22,020.00	\$199.11
Ibrahim Residence	2967 South Atlantic Avenue, Unit 1704	5/30	Replace kitchen cabinets, tops, and bathroom vanities	\$10,000.00	\$112.00

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
McGuinness Residence	2855 South Atlantic Avenue, Unit 101	5/31	Remodel shower for wheel chair accessibility	\$18,000.00	\$172.20
Bass Residence	2403 South Atlantic Avenue, Unit 1107	5/31	Remodel kitchen, master, and guest bathrooms	\$75,000.00	\$494.31
Family Ford Inc.	2425 South Atlantic Avenue, Unit 101	5/31	Replace 2 sliding glass doors	\$16,627.00	\$166.82
Cliver Residence	3051 South Atlantic Avenue, Unit 203	5/31	Replace 5 windows	\$14,140.00	\$154.75
McClelland Residence	4 Oceans West Boulevard, Unit 505A	5/31	Replace 3 windows	\$17,113.00	\$172.20
Souvenir City	3154 South Atlantic Avenue	5/31	Change out 5 ton air conditioning system	\$10,400.00	\$110.50
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,655,193.00	\$13,175.22

Building Division Revenue by Permit Category:

PERMIT TYPE	MAY 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	MAY 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
BUILDING	\$17,197.81	\$163,155.04	\$15,322.13	\$192,807.32
ROOF	\$698.30	\$24,478.46	\$1,971.36	\$31,965.46
DEMOLITION	\$0.00	\$340.00	\$0.00	\$545.30
ELECTRICAL	\$2,757.54	\$21,548.04	\$2,838.07	\$19,184.23
MECHANICAL	\$3,701.97	\$32,027.05	\$3,367.28	\$21,053.47
PLUMBING	\$6,431.55	\$38,732.63	\$4,877.15	\$22,563.34
SIGN	\$11.00	\$2,2784.01	\$302.00	\$2,743.68
POLITICAL SIGN BONDS	\$220.00	\$440.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$350.55	\$2,253.62	\$550.03	\$1,903.28
DEVELOPMENT FEES	\$876.50	\$13,409.44	\$110.00	\$5,756.52
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$32,245.22	\$299,168.29	\$29,338.02	\$298,522.60

Building Division Activities:

ACTIVITY	MAY 2024	FISCAL YEAR-TO-DATE 2023 TO 2024	MAY 2023	LAST FISCAL YEAR-TO-DATE 2022 TO 2023
INSPECTIONS	{21} + [298] = 321	2556	351	2189

FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
FINAL INSPECTIONS	{21} + [197] = 218	1686	219	1135
FAILED INSPECTIONS	{0} + [39] = 39	323	13	112

{ } indicates City inspection

[] indicates Universal Engineering Servcies inspection

Annual Totals, Large Projects (Over \$10,000):

Projects Begun Current Fiscal Year-to-Date – 2023 to Present: \$40,729,224.00

Projects Begun Last Fiscal Year – 2022 to 2023: \$\$88,785,455.00

Projects Begun Two Fiscal Years Ago – 2021 to 2022: \$64,300,811.00

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - MAY 2024

BUILDING MAINTENANCE DIVISION:

This division currently two full time positions.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed inhouse. Among other things, Staff pressure wash buildings, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists.

Additionally, this month:

- Community Center: Continuing work on AC, touch up wall paint
- Public Works: Sand, pressure wash and paint decorative light fixtures, finish cleaning and reconfiguring maintenance bay
- Public Safety: Continued work on ACs, bathroom flusher repair, dishwasher repair, finish up assisting with fire bay door replacement
- City Hall: The last couple weeks of the month was spent preparing for the flooring replacement, moving files, emptying trash cans and rearranging furniture as needed

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician. This month the division was down three Maintenance Worker positions.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Replaced ADA pad on southwest sidewalk of Oceans Grand
- Pressure wash FPL boxes before wrapping
- Removed concrete and abandoned electrical box from Botefuhr Ave.
- Assist building maintenance with file and furniture moving as well as trash can emptying related to flooring replacement City Hall
- Replaced rotting/warped boards on Fornari Park walkover
- Finish install and take down of Veteran Banners on decorative poles
- Set up and break down of Armed Forces Day event

Electrician:

- Electrical Locates: 57
- Started turning off or changing out turtle lighting
- Repair of multiple 40' street lights
- Repair Dunlawton decorative street lights
- Repair of multiple decorative street lights on Atlantic

SEWER DIVISION:

This division is back up to four positions.

Normal monthly duties:

This division maintains and inspects all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due sewer bill notices for the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer locates: 62
- Sewer credit meter read: 1
- Cleanout and clear blockage and roots at 2304 S. Atlantic and 143 Boynton Ave.
- Station 1 generator error code repair, battery replacement
- Station 8 generator error code repair and cleared
- Locate and verify list of water meters for Finance Department



**CITY COMMISSION AGENDA MEMORANDUM
JUNE 25, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: County of Volusia JAG Letter approval

SYNOPSIS:

The Edward Byrne Memorial Justice Assistance Grant (JAG) requires approval by the majority of all local governments.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

This is an annual item that the city approves on behalf of the county distribution of the Edward Byrne Memorial Justice Assistance Grant funds.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

i move to approve the grant funding.

ATTACHMENT:

1. County of Volusia - JAGC FY 2023 51% Letter
2. JAGC FY 2023 51% Letter_Daytona Beach Shores

From: [Eva Colee](#)
To: [Miller, Nancy](#)
Cc: [Swartzlander, Kurt](#); [Schwab, Cheri](#)
Subject: County of Volusia - JAGC FY 2023 51% Letter
Date: Thursday, June 13, 2024 7:14:48 AM
Attachments: [JAGC FY 2023 51% Letter Daytona Beach Shores.pdf](#)

Dear Honorable Mayor Nancy Miller,

The FY 2023 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc. and the House Next Door.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc. and the House Next Door.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original letters** to the County of Volusia, Division of Community Assistance, Attention: Eva Colee, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **July 8, 2024**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5955 extension 15593 or email at ecolee@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Eva Colee

Grants Planner

Community Assistance

(386) 736-5955 ext. 15593

121 W. Rich Avenue

DeLand, Florida 32720



June 13, 2024

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Daytona Beach Shores approves the distribution of \$159,507 of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Recipient	Contractor & Project Purpose	Amount
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	\$121,225
County of Volusia	The House Next Door: Success by Design Program	\$38,282
	Total	\$159,507

Sincerely,

Honorable Mayor Nancy Miller
City of Daytona Beach Shores

Date



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Agreement To Piggyback Services Contracted By The City of South Daytona For Sewer Slip Lining Services

SYNOPSIS:

If approved, the subject agreement to piggyback services contracted by the City of South Daytona (Exhibit A) would allow the City of Daytona Beach Shores to contract with American In-Line Inspection Service, Inc. for sewer gravity line repair (slip lining) services. This repair is part of the city's ongoing gravity line repair program. The slip lining repair would utilize a Cured-in-Place-Pipe (CIPP) liner on 910 feet of old gravity line from Boynton Avenue to Browning Avenue. The quotation (attached) provided by American In-Line Inspection Service, Inc., reflected as an exhibit to the agreement, is \$86,242.50. Due to the total amount of the quote, the Daytona Beach Shores purchasing policy requires City Commission approval of the piggyback agreement. This is a budgeted item.

FISCAL IMPACT STATEMENT:

This is a budgeted item in the fiscal year 2023-24 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

- (1) Approval of the subject agreement to piggyback services between the City of Daytona Beach Shores and American In-Line Inspection Service, Inc.
- (2) Approval to authorize the City Manager to execute the subject contract.

- ATTACHMENT:**
1. DBS - PB Agreement - American In-Line Service 6-11-24 mr-Partially Executed
 2. Exhibit A-South Daytona & American In Line Inspection Services Inc - Agreement for Services
 3. Slip Line Quote-American In Line Inspection-6-4-24

AGREEMENT TO PIGGYBACK SERVICES CONTRACTED
BY THE CITY OF SOUTH DAYTONA

THIS AGREEMENT TO PIGGYBACK SERVICES (hereinafter the "Agreement") is made and entered into this 12th day of June, 2024, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, (hereinafter the "City"), and AMERICAN IN-LINE INSPECTION SERVICE, INC., (hereinafter the "Contractor"), concerning the Agreement for Services City of South Daytona and American In-Line Inspection Service, Inc., dated April 11, 2023 ("City of South Daytona Contract").

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; and

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; and

WHEREAS, on or around the 28th day of February 2023, the City of South Daytona, Florida, advertised an Invitation to Bid No.: 23-B-005, for Sewer Rehabilitation Services; and

WHEREAS, the City of South Daytona thereafter awarded the bid to Contractor based on the terms and conditions set forth in the City of South Daytona Contract; and

WHEREAS, the initial term of the City of South Daytona Contract is three (3) years, with the option to renew for two (2) additional two-year terms. The initial term of the City of South Daytona Contract is still in effect; and

WHEREAS, the services provided by the Contractor to the City of South Daytona pursuant to the City of South Daytona Contract are needed by the City of Daytona Beach Shores; and

WHEREAS, Section 2-9(i)(3) of the City of Daytona Beach Shores Code of Ordinances authorizes the City Manager to recommend the purchase of contractual services by "piggybacking"

on an award by another governmental entity's competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager of Daytona Beach Shores finds that: 1) the City of South Daytona Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and the Contractor authorize the "piggyback" on the competitive pricing of the City of South Daytona Contract; and 3) it is in the best interests of the residents of the City of Daytona Beach Shores to enter into an agreement with the Contractor containing similar terms and conditions as contained the City of South Daytona Contract; and

WHEREAS, the parties hereby agree and consent to "piggyback" on the terms and conditions of the City of South Daytona Contract, subject to the terms of Exhibit "A" to this Agreement, and as otherwise provided herein.

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

1. Incorporation by Reference. The foregoing WHEREAS clauses and the City of South Daytona Contract are incorporated herein by reference.

2. Amendment. This Agreement hereby amends the terms of the City of South Daytona Contract pursuant to the terms of this Agreement and Exhibit "A," attached hereto. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for the City of South Daytona, Florida, and its staff and addresses, as may be required in the awarded City of South Daytona Contract. In the event of a conflict between the terms of the City of South Daytona Contract and terms of this Agreement, the terms of this Agreement shall prevail.

3. Public Records Compliance. The 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 AGREEMENT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR MORE INFORMATION AT:

**ATTN: CHERI SCHWAB
OFFICE OF THE CITY CLERK
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
(386) 763-5364**

4. 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), Fla. Stat., 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 attorney's 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.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the City of South Daytona Contract 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 the City in the City of South Daytona Contract in derogation hereof shall be void and of no force or effect.

6. 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.

7. **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.

8. **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.

9. **Venue and Jurisdiction.** Notwithstanding any of other provisions 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 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.

10. Attorney's Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

Contractor:



Print Name: Robin J. Vallance

Print Title: President

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

Kurt Swartzlander, City Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF
DAYTONA BEACH SHORES ONLY:**

Vose Law Firm, City Attorney

**Agreement for Services
City of South Daytona and American In-Line Inspection Service, Inc.**

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 11th day of April 2023 by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and **American In-Line Inspection Service, Inc.**, a Florida corporation, whose principal address 415 Timaquan Trail Edgewater, FL. 32141(hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

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.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

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

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

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Provision of Services**
- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
 - b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
 - c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
 - d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
4. **Term.**
- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.
5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
6. **Acceptance of work product, payment, and warranty.**
- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
7. **Termination.**
- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such

event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: Darcy McIlravy.

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

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: American IN-Line Inspection Service, Inc., Attention: Darcy McIlravy, 415 Timaquan Trail, Edgewater, FL 32141.

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises,

operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
11. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the

performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

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

f. Indemnification.

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

CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

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

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

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

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **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, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this subparagraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by

CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance

required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent

jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **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 CONTRACTOR 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.

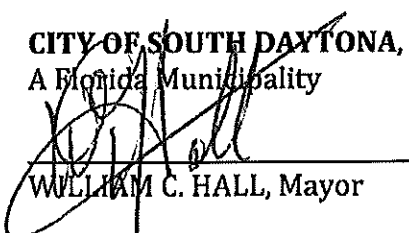
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. Special Provisions.

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality


WILLIAM C. HALL, Mayor

ATTEST:

James L. Gillis
JAMES L. GILLIS, City Manager

Date signed by CITY: 4.11.23

(Seal)

American In-Line Inspection Service, Inc.

by Robin J. Vallance
Robin J. Vallance, as its President and
authorized agent

(CORPORATE SEAL)

ATTEST:

Claudette Green
Claudette Green, Admin.

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 31st day of March, 2023, by Robin J. Vallance of American In-Line
a Florida corporation, on behalf of the corporation, and he/she is personally known to me
or has produced _____ as identification.

Darcy McIlravy
Signature of Notary Public - State of Florida

Darcy McIlravy
Printed/Typed/Stamped Name of Notary
My commission expires: _____



DARCY MCILRAVY
Commission # HH 017443
Expires November 2, 2024
Bonded Thru Budget Notary Services

American In-Line Inspection, Inc
Bid 23-B-005

BID FORM 8J:
Bid Fees

Item	Description	Unit	Unit Price
	Day Rate: Multiple Locations	EA	\$500.00
	Traffic Control/ MOT, Equipment Set-up and Monitoring	EA	\$125.00
	Mobilization Per Vehicle + Demob	EA	\$125.00
	Sanitary Sewer Manhole & Pipe Preparation/Plug, Preclean and Video		
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$1.75
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$1.50
	Sanitary Sewer CIPP Installation		
	CIPP Liner Equipment Site SET-up Per Run	EA	\$400.00
	Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2-14 ft manhole depths)		
			Minimum Footage
	6" Diameter	LF	\$68.00 140 LF
	8" Diameter	LF	\$62.50 140 LF
	10" Diameter	LF	\$76.00 120 LF
	12" Diameter	LF	\$92.00 120 LF
	16" Diameter	LF	\$125.00 120 LF
	18" Diameter	LF	\$158.00 100 LF
	24" Diameter	LF	\$212.00 100 LF
	Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)		
			Minimum Footage
	6" Diameter	LF	\$78.00 140 LF
	8" Diameter	LF	\$69.50 140 LF
	10" Diameter	LF	\$85.50 120 LF
	12" Diameter	LF	\$102.00 120 LF
	16" Diameter	LF	\$143.00 120 LF
	18" Diameter	LF	\$180.00 100 LF
	24" Diameter	LF	\$243.00 100 LF
	Sanitary Sewer CIPP Reinstatement		
	Mainline Lateral Reinstatement	EA	\$250.00
	Mainline Invert Reinstatement	EA	\$200.00
	Sanitary Sewer CIPP Installation Post Video		
	CCTV/Video, Post Video	LF	\$1.50
	Additional Services		
	Plugging Mainline 6"-10"	Day	\$250.00
	Plugging Mainline 12"-16"	Day	\$300.00
	Plugging Mainline 18"-24"	Day	\$450.00
	Manhole Bypass Pumping 6"-10" Flow	Day	\$1,250.00
	Manhole Bypass Pumping 12"-16" Flow	Day	\$1,650.00
	Manhole Bypass Pumping 18"-24" Flow	Day	\$2,100.00
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$400.00
	Root Intrusion Removal	HRLY	\$300.00
	Chemical Grout Repairs 6"-10"	EA	\$375.00
	Chemical Grout Repairs 12"-16"	EA	\$425.00
	Chemical Grout Repairs 18"-24"	EA	\$575.00
	Additional Video and Reports	EA	\$25.00

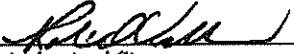
(5 Gals of Chemical)

SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☐ Form 8B: Acknowledgement and Pricing Proposal
- ☐ Form 8C: Drug Free/Tie Preference Statement
- ☐ Form 8D: Public Entity Crimes Statement
- ☐ Form 8E: Anti-Collusion Statement
- ☐ Form 8F: Statement of Vendor Qualifications
- ☐ Form 8G: Professional References for Previous Experience
- ☐ Form 8H: Listing of Subcontractors
- ☐ Form 8I: Cured in Place Pipe Specs
- ☐ Form 8J: Cured-in-Place Pipe Specs
- ☐ Independent Contractors Agreement
- ☐ Attachment: Bid Proposal
- ☐ Copy of License(s)
- ☐ Insurance Certificate
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: American In-Line Inspection, Inc.
Name of Business

* 
Authorized Signature

Robin J. Vallance, Owner
Printed Name and Title

3-21-2023
Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Sewer Rehabilitation Services

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO:

**CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: American In-Line Inspection, Inc.

Mailing Address: 415 Timaquan Trail, Edgewater, FL 32132

Street Address: 415 Timaquan Trail

City/State/Zip: Edgewater, FL 32132

Phone Number: (386) 409-5446 **FAX Number:** (386) 957-4919

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 3-20-23

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 27 day of March, 2023.

American In-Line Inspection, Inc.
(Name of Bidding Firm)

* [Signature]
(Signature of person signing form)

* Robin J. Vallance, President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2023

he/she is personally known to me or has presented Personally Known as identification.



DARCY MCILRAVY
Commission # HH 017443
Expires November 2, 2024
Bonded Thru Budget Notary Services

Darcy McIlravy
Notary Public
My Commission Expires: Nov. 2, 2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



City of South Daytona
Sewer Rehabilitation Services
BID NO. 23-B-005
Addendum #1

Monday, March 20, 2023

Questions Received. Answered from the City of South Daytona are in RED.

Can TDS sheets be submitted in an effort to get our supplier MTC polyester resin lining system approved as a product on this bid.

Per Part – 2 Products, C. (Resin) 3) of the technical spec: If they wish to offer an alternative, the following shall be provided:

"Therefore, the basis of design shall be 100% epoxy resin, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product."

Please include the comparison information required in the bid when submitting. The Selection Committee will review the submittal.

3-21-2023, WPKush, American In-line

BID FORM 8C:
Drug-Free Preference Statement

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city 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 violations.
- (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 a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

American In-Line Inspection, Inc.
(Name of Bidding Firm)

x [Signature]
(Signature of person signing form)

x Robin J. Vallance, President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



DARCY MCILRAVY
Commission # HH 017443
Expires November 2, 2024
Bonded Third Budget Notary Services

[Signature]
Notary Public
My Commission Expires: Nov. 2, 2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8D:
Public Entity Crimes Statement

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-005 for City of South Daytona Sewer Rehabilitation Svcs. This sworn statement is submitted by American In-Line Inspection, Inc. whose business address is 415 Timaguan Trail, Edgewater, FL 32132 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3509291. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

N/A.)

* My name is Robin J. Vallance and my relationship to the entity named above is

* President
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

* 
(Signature of person signing form)

* Robin J. Vallance
(Printed name and Title of person signing form)

Name of Bidder: American In-line Inspection, Inc.

Address: 415 Timaguan Trail

City/State/Zip: Edgewater, FL 32132

Phone Number: (386) 409-5446 FAX Number: (386) 957-4919

FEIN Number: 59-3509291

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. American In-Line Inspection, Inc.
(2) Permanent main office address. 415 Timacuan Tr. Edgewater, FL 32132
✓ (3) Date organized. April 30, 1998
✓ (4) If a corporation, where incorporated. Florida
✓ (5) How many years have you been engaged in the contracting business under your present firm or trade name? 24
✓ (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
✓ (7) General character of work performed by your company. Underground pipe inspection & repairs
✓ (8) Have you ever failed to complete any work awarded to you? If so, where and why? NO
✓ (9) Have you ever defaulted on a contract? If so, where and why? NO
✓ (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
✓ (11) List your major equipment currently owned or leased.
✓ (12) Experience in work similar to this type of project. See References Document
✓ (13) Background and experience of the principal members of your organization, including the officers.
✓ (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

American In-Line Inspection, Inc.
(Name of Bidding Firm)

* [Signature]
(Signature of person signing form)

* Robin J. Wallace, President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2023, he/she is personally known to me or has presented [Signature] as identification.



DARCY MCILRAVY
Commission # HH 017443
Expires November 2, 2024
Bonded Third Budget Notary Services

[Signature]
Notary Public
My Commission Expires: Nov. 2, 2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

Company Name:	City of Eustis
City, State:	Eustis, Florida
Contact Person:	Greg Dobbins, Ce# 352-516-0171
Telephone Number:	352-357-5618
Email Address:	dobbins@ci.eustis.fl.us
Description of Goods or Services provided:	Sewer Rehabilitation Services Bid No. 007-17
Contract Amount:	10,800 Feet of Manhole to Manhole CIPPLining.
Start/End Date of Contract:	Feb/April 2017 to April 2023

Reference 2:

Company Name:	City of Edgewater
City, State:	Edgewater, Florida
Contact Person:	Randy Coslow
Telephone Number:	386-424-2400 x 4007
Email Address:	rcoslow@CityofEdgewater.Org
Description of Goods or Services provided:	① Clean + Video Inspection, 50,000 LF Existing San. Sewer ② CIPP MH to MH Lining 1,520 +/- LF
Contract Amount:	① \$102,000.00 to \$185,000.00 P.O. No. 010125 ② \$86,112.00 Add on P.O. No 010125
Start/End Date of Contract:	Aug 2019 to July 2020 to Open Piggy Back Contract.

Reference 3:

Company Name:

City, State:

Contact Person:

Telephone Number:

Email Address:

Description of Goods
or Services provided:

Contract Amount:

Start/End Date of
Contract:

Spruce Creek Fly-In (Property Owner)
Spruce Creek Fly In, Volusia County, FL
Maurice Kearns, General Mgr. (Walt Reddel
Public Works
Cell 703-703-0060)
386-760-5884
manager@scpoc.com / wreddelegmail.com
Storm Sewer Drainage Improvement Bid
CIPP MH to MH Epoxy Lining 2021 to 2025
Forty-three Runs, 3,800 +/- LF
\$692,118.00 Plus Add-on's & Emergency Calls
Jan. 2022 to 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8H:
Listing of Subcontractors**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

Name:

City, State:

Description of Work:

Percent of Contract

Price:

Stephens Technologies, Inc
Lake Hamilton, FL
Epoxy Chemical / Liner Material
30% Plus
Previous Experience ☒ Yes
Together: 27-yr's ☐ No

Subcontractor 2:

Name:

City, State:

Description of Work:

Percent of Contract

Price:

(Only IF Needed)
Mersino's
Edgewater, FL
Bypass Pumping (Sewer Flows)
10 %
Previous Experience ☒ Yes
Together: 8-yr's ☐ No

Subcontractor 3:

Name:

City, State:

Description of Work:

Percent of Contract

Price:

(Only IF Needed)
Better Barricades
New Smyrna Beach, FL
Maintenance of Traffic
10 %
Previous Experience ☒ Yes
Together: 11-yr's ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I: Cured-in-Place Pipe Specs

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

- 1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.
- a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
 - b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
 - d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 - e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
 - g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
 - h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
 - i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:

- a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
- b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
- c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
- d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
- e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
- f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
- g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
- h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
- i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
- a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
- a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. **Television Inspection After Joint Testing/Sealing.** For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. **Joint Testing/Sealing**

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. **Pipe Lining Installation.** For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. **Manhole Repairs.** For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
 - 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION

**BID FORM 8J:
Bid Fees**

Item	Description	Unit	Unit Price
	Day Rate: Multiple Locations	EA	\$500.00
Traffic Control/ MOT, Equipment Set-up and Monitoring	Mobilization Per Vehicle + Demob	EA	\$125.00
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video	Vac Truck, Pre Clean Sanitary Sewer	LF	\$1.75
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$1.50
Sanitary Sewer CIPP Installation	CIPP Liner Equipment Site SET-up Per Run	EA	\$400.00
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)			
			Minimum Footage
6" Diameter	LF	\$68.00	140 LF
8" Diameter	LF	\$62.50	140 LF
10" Diameter	LF	\$76.00	120 LF
12" Diameter	LF	\$92.00	120 LF
16" Diameter	LF	\$125.00	120 LF
18" Diameter	LF	\$158.00	100 LF
24" Diameter	LF	\$212.00	100 LF
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)			Minimum Footage
6" Diameter	LF	\$78.00	140 LF
8" Diameter	LF	\$69.50	140 LF
10" Diameter	LF	\$85.50	120 LF
12" Diameter	LF	\$102.00	120 LF
16" Diameter	LF	\$143.00	120 LF
18" Diameter	LF	\$180.00	100 LF
24" Diameter	LF	\$243.00	100 LF
Sanitary Sewer CIPP Reinstatement			
	Mainline Lateral Reinstatement	EA	\$250.00
	Mainline Invert Reinstatement	EA	\$200.00
Sanitary Sewer CIPP Installation Post Video	CCTV/Video, Post Video	LF	\$1.50
Additional Services			
	Plugging Mainline 6"-10"	Day	\$250.00
	Plugging Mainline 12"-16"	Day	\$300.00
	Plugging Mainline 18"-24"	Day	\$450.00
	Manhole Bypass Pumping 6"-10" Flow	Day	\$1,250.00
	Manhole Bypass Pumping 12"-16" Flow	Day	\$1,650.00
	Manhole Bypass Pumping 18"-24" Flow	Day	\$2,100.00
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$400.00
	Root Intrusion Removal	HRLY	\$300.00
	Chemical Grout Repairs 6"-10"	EA	\$375.00
	Chemical Grout Repairs 12"-16"	EA	\$425.00
	Chemical Grout Repairs 18"-24"	EA	\$575.00
	Additional Video and Reports	EA	\$25.00

(5 Gals of Chemical)

American In-Line



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

Detail by Entity Name

Florida Profit Corporation

AMERICAN IN-LINE INSPECTION SERVICE, INC.

Filing Information

Document Number P98000034166
FEI/EIN Number 59-3509291
Date Filed 04/13/1998
State FL
Status ACTIVE

Principal Address

415 TIMAQUAN TRAIL
EDGEWATER, FL 32132

Changed: 03/02/2009

Mailing Address

415 TIMAQUAN TRAIL
EDGEWATER, FL 32132

Changed: 03/02/2009

Registered Agent Name & Address

WHIGHAM, FRANK C
300 INTERNATIONAL PARKWAY
SUITE 100
LAKE MARY, FL 32746

Address Changed: 01/17/2020

Officer/Director Detail

Name & Address

Title PRES

VALLANCE, ROBIN J
160 Damascus Road
Deland, FL 32724

Annual Reports

Report Year	Filed Date
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2021	01/30/2021
2022	01/28/2022
2023	01/21/2023

Document Images

01/21/2023 -- ANNUAL REPORT	View image in PDF format
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03/05/1999 -- ANNUAL REPORT	View image in PDF format
04/13/1998 -- Domestic Profit	View image in PDF format

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 199805210002

Expires: September 30, 2023

Business Location: 415 TIMAQUAN TRL

Business Name: AMERICAN INLINE INSPECTION SVS

Owner Name: AMERICAN INLINE INSPECTION SVS

Mailing Address: 415 TIMAQUAN TRL
EDGEWATER, FL 32132

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	2	\$22.00
Hazardous Waste Fee		HW	1	\$44.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/18/2022
RECEIPT #: 474360
TOTAL TAX: \$66.00
PENALTY: \$0.00
TOTAL PAID: \$66.00



Business Name: AMERICAN INLINE INSPECTION SVS
Owner Name: AMERICAN INLINE INSPECTION SVS
Mailing Address: 415 TIMAQUAN TRL
EDGEWATER, FL 32132

Account #: 199805210002

Expires: September 30, 2023

Business Location: 415 TIMAQUAN TRL

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

QUOTATION

AMERICAN IN-LINE INSPECTION, Inc.

415 Timaquan Trail
Edgewater, FL 32132

Phone (386) 409-5446
Fax (386) 957-4919

Proposal Submitted To: City of Daytona Beach Shores	Phone: 386-763-7577	Date: 05-31-2024
Street: 2990 S. Atlantic Ave.	Job Name: 2130 S. Atlantic Ave. SAN CIPP Liner Rpr.	
City, State, Zip Code: Daytona Beach Shores, FL 32118	Job Location: 2130 S. Atlantic Ave. Rear Lot, D.B.S.	
ATTN: Mr. Alex Schwab, U.S. 386-316-7380	Fax/email: Aschwab@cityofdb.org	

We propose hereby to furnish the following: DAY TIME WORK, SEVEN (7) SEPARATE RUNS

MOT Set-up, Pre-Clean and Pre & Post CCTV Seven (7) Separate Runs approx. 910 +/- LF of 8" Existing VCP Sanitary Sewer Pipe, than Install Seven (7) Separate Runs totaling 910 +/- LF of 8" C.I.P.P. Manhole to Manhole Liner System, using the NLC-115-18 100% Epoxy Lamination System. Our prices include all labor, material, equipment, and workmanship to complete the project, along with a clear typed report and video before & after the repairs. (DVD/Thumb-drive) Additional copies are \$25.00 each.

Traffic Control/MOT, Equipment Set-up and Monitoring @ \$500.00 Per Project.....	\$ 1,000.00
Estimated Two (2) Separate Locations / Days, Moore & Boynton, than Browning Ave.	
Mobilization & Demobilization, Per Vehicle @ \$125.00 each.....(Estimated 5-Vehicles)....	\$ 3,125.00
Estimated Five (5) Separate Locations / Days	
Plugging & Manhole Bypass Pumping, Flow Control 6" to 10" @ \$1,500.00 Per Day.....	\$ 7,500.00
Estimated Five (5) Separate Locations / Days	
Pre-Clean & CCTV approx. 910 +/- LF of 8" Existing VCP SAN Pipe @ \$3.25 per LF.....	\$ 2,957.50
CIPP Liner Equipment Site Set-up per run @ \$400.00 each.....	\$ 2,000.00
Estimated Five (5) Separate Locations / Days	
Install Seven (7) Separate Runs Totaling 910 +/- LF of 6mm, 8" CIPP M/H to M/H 100% Epoxy Liner System @ \$69.50 per LF.....	\$ 63,245.00
100 LF of 8" Dry Bag Included	
Confined Space Reinstate Seventeen (17) Inverts, One In Each Manhole @ \$200.00 ea.....	\$ 2,800.00
Robotically Reinstate Nine (9) Service Laterals, Inside The Main Pipe Run @ \$250.00 ea..	\$ 2,250.00
Post CCTV approx. 910 +/- LF of 8" CIPP MH to MH SAN Sewer Pipe @ \$1.50 per LF...	\$ 1,365.00

ESTIMATED TOTAL PRICE \$ 86,242.50

To be provided by others/the hiring municipality: Acceptable access to system to perform duties requested, Permits, Water Meter, and suitable dump site for debris or transportation & environmental disposal charges will apply

We appreciate this opportunity to serve City of Daytona Beach Shores.

Note: This proposal may be withdrawn by us if not accepted within 14 days.

Please contact our office for any scheduling needs

Payment terms are Net 25 days

REPRESENTATIVE: Walt Kush

Authorized Signature: _____	Date: 05-31-2024
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Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We understand that collection costs and attorney fees will be recovered if contract is not paid in full.

Authorized Signature: _____	Date: _____
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Untitled Map

Write a description for your map

Hand Measurements
Structures

Boymon Blvd

Petitioner Apartments

Browning Ave

Legend

- 2130 S Atlantic Ave
- Dollar General
- Feature 1
- Riley's Coney House
- Silver Sands Rental



Untitled Map

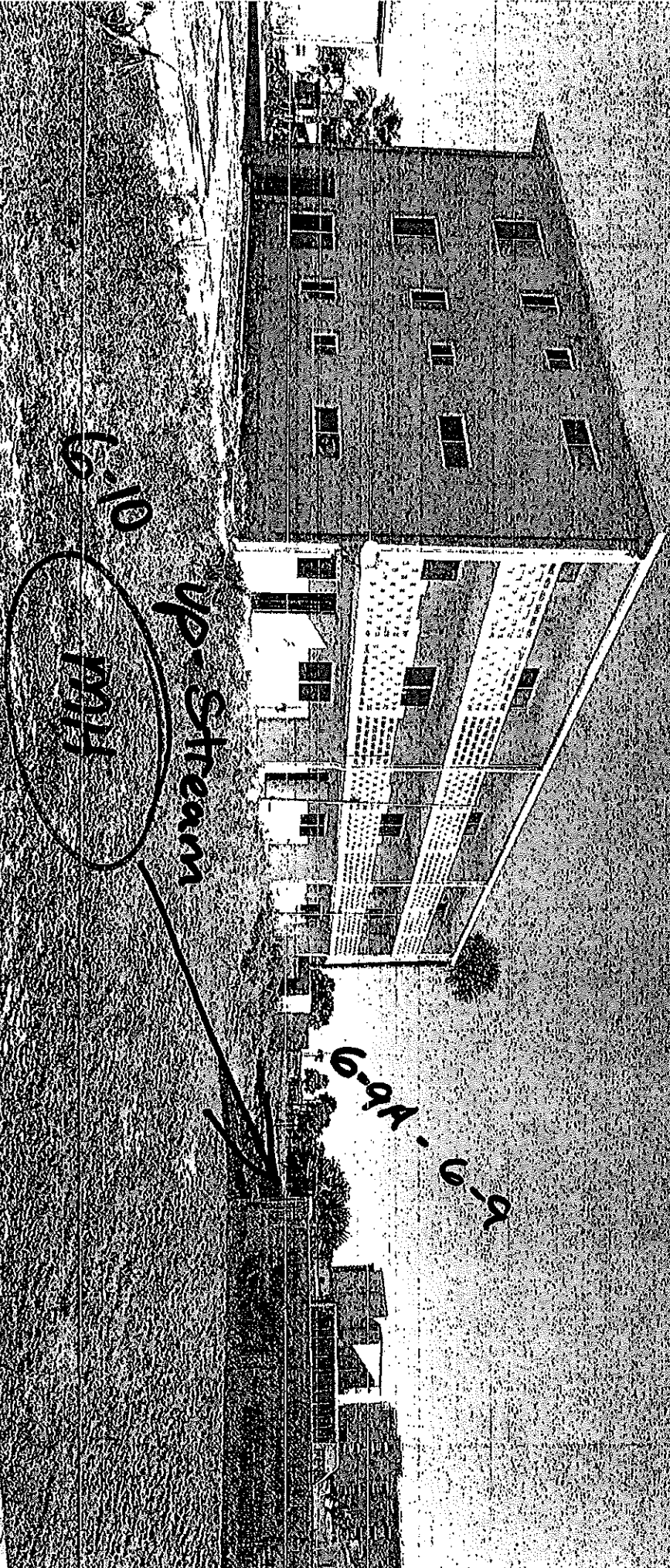
Write a description for your map.

1 of 1

Baynton & Moore

Legend

- 2130 S Atlantic Ave
- Dollar General
- Feature 1
- Riley's Corey House
- Silver Sands Rental



Google Earth

MO7



Untitled Map

Write a description for your map.

2 of 2

- Legend**
- 2130 S Atlantic Ave
 - Dollar General
 - Feature 1
 - Riley's Coney House
 - Silver Sands Rental



Dawn Stream

MH

6-5

MoT

Browning Ave

N

Untitled Map

Write a description for your map.

Legend

- 2130 S Atlantic Ave
- Dollar General
- Feature 1
- Riley's Coney House
- Silver Sands Rental

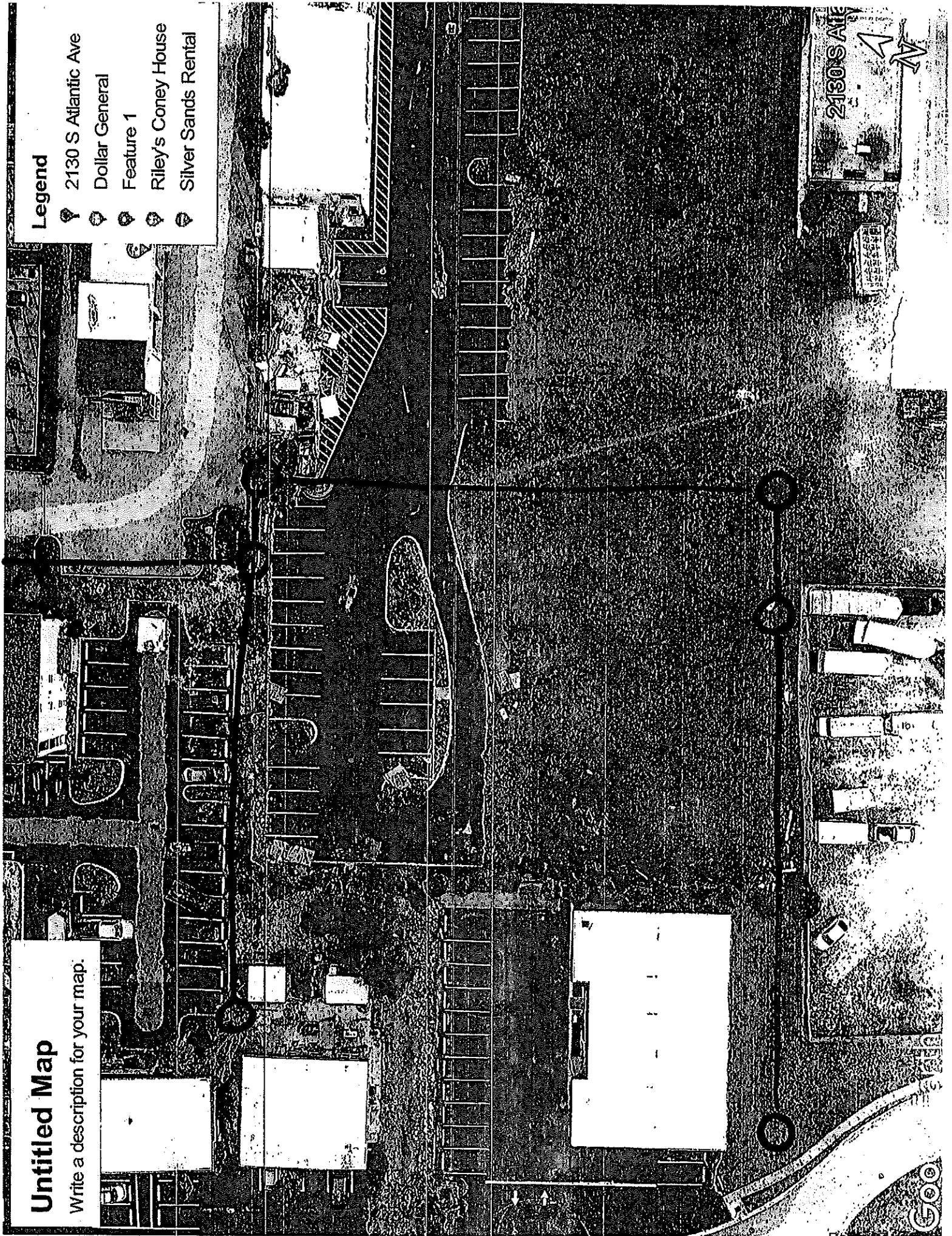


Untitled Map

Write a description for your map.

Legend

- 2130 S Atlantic Ave
- Dollar General
- Feature 1
- Riley's Coney House
- Silver Sands Rental

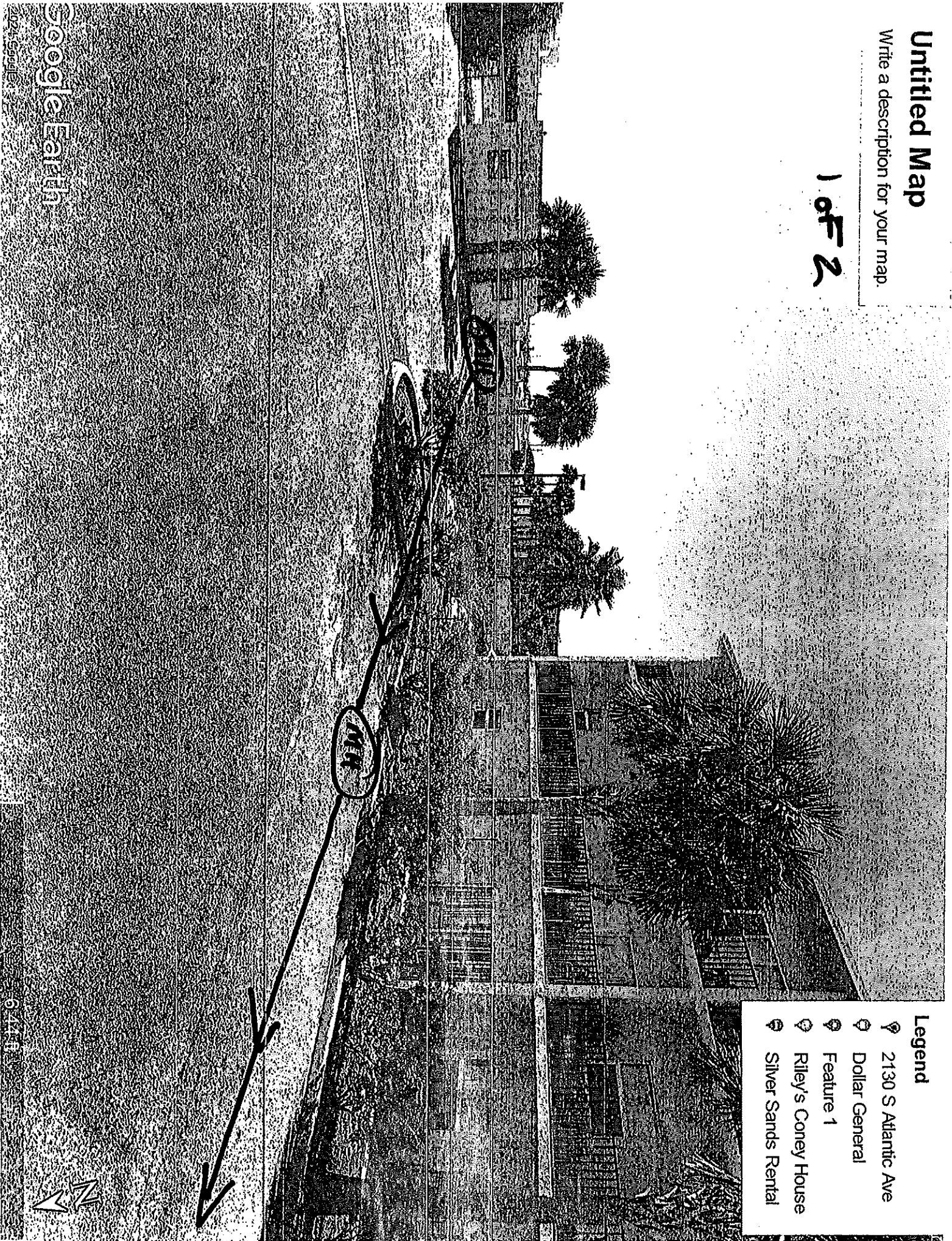


Untitled Map

Write a description for your map.

1 of 2

- Legend**
- 2130 S Atlantic Ave
 - Dollar General
 - Feature 1
 - Riley's Coney House
 - Silver Sands Rental





CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Non-Priority Sites Dune Walkover Reconstruction Independent Contractors Agreement: East Coast Marine Construction and Design, Inc.

SYNOPSIS:

The City posted an invitation to bid for the reconstruction of six (6) nonpriority beach access sites in need of new ADA dune walkovers located at 1921, 2071, 2613, 3145, 3259 and 3737 S. Atlantic Avenue. The City received proposals from 10 contractors. East Coast Marine Construction and Design, Inc. provided the lowest total overall bid. Staff is familiar with the contractor's work quality and verified the contractor's listed references to confirm experience and expertise for the job. The City has received FDEP permit approval for this project. The total cost of replacing the subject dune walkovers noted in the proposal is \$504,163. A budget amendment will be required to initially fund the completion of this project. However, much of the costs associated with this project may be reimbursable by FEMA.

FISCAL IMPACT STATEMENT:

A budget amendment will be required for \$270,000 for the additional repair costs for the dune walkovers. The city will be getting some reimbursement from its insurance carrier and FEMA reimbursement grants are in the process of completion too.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Non-Priority Sites Dune Walkover Reconstruction Agreement with East Coast Marine Construction and Design, Inc., subject to the appropriate budget amendment approved by the City Commission.

SUGGESTED MOTION:

Approval of Non-Priority Sites Dune Walkover Reconstruction Agreement with East Coast Marine Construction and Design, Inc., subject to the appropriate budget amendment approved by the City Commission.

- ATTACHMENT:**
1. Non Priority Sites ICA-East Coast Marine-Partially Signed-6-17-24
 2. Exhibit A-ECMC ICA

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND EAST COAST MARINE CONSTRUCTION AND DESIGN, INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2024, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and EAST COAST MARINE CONSTRUCTION AND DESIGN, INC., a Florida corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid in a manner which satisfies the CITY's Procurement Policy. The CITY's bid documents and CONTRACTOR's submittal is made a part hereof by reference; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid, quotation, or proposal documents in connection with this project; and

WHEREAS, Contractor agrees to provide services to those sites located at **1921, 2071, 2613, 3145, 3259 and 3737 South Atlantic Avenue**; and

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

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

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

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; and

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

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

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the proposal, which is attached hereto collectively as Exhibit "A" and incorporated herein by reference. Included in Exhibit "A" shall be a project timeline, an itemized cost of construction for both time and materials for upland reconstruction and an itemized cost of construction for both time and materials for the dune walkover reconstruction. The CONTRACTOR agrees to provide the CITY with any documentation requested by the Federal Emergency Management Agency, or any other state or federal agency. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement. Specifically, the scope of work is limited to those sites located at 1921, 2071, 2613, 3145, 3259 and 3737 S. Atlantic Avenue.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.** Contractor shall begin the job within 30 days of acceptance of this contract but in no event shall the work go beyond September 30, 2024, unless prohibited by the Florida Department of Environmental Regulation and/or Florida Fish and

Wildlife Conservation Commission sea turtle nesting regulations. If construction is prohibited during sea turtle nesting Season, work shall commence on November 1, 2024 and completed within 150 days.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

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

6. **Termination.**

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

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is: Steward Cruz, AICP, Community Services Director, City of Daytona Beach Shores.
 - ii. CONTRACTOR's Project Manager is: John Zemball, President

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

- a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
- b. To CONTRACTOR: East Coast Marine Construction and Design Inc., Attention: John Zemball, President, 150 South Palmetto Ave, Suite 201, Daytona Beach, Florida 32114.

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general

- aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. **Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for

the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

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

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In

connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

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

g. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such

failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

- h. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- j. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat

- k. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of

Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this

Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
 - h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
 - i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
 - j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
12. **Special Provisions.**
- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

East Coast Marine Construction and Design, Inc.
Dune Walkovers at 1921, 2071, 2613, 3145, 3259 and 3737 S. Atlantic Avenue
Signature Page

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

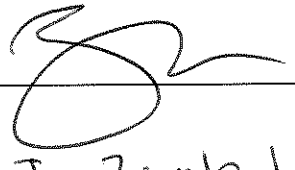
Seal:

**EAST COAST MARINE CONSTRUCTION AND
DESIGN, INC.,**


SIGNATURE

Print Name: _____

Title: _____



Jim Zimball

President

Approved for form and content by:

Vose Law Firm, City Attorney

East Coast Marine Construction & Design Daytona Beach Shores Dune Walkover Restorations : 6 Non-Priority Sites Budget Breakdown				
Project Locations:	Equipment	Labor	Materials	Contract Price
1921 S. Atlantic				
Upland Work				
Dune Walkover	20742.76	34413.49	26635.5	81791.75
2071 S. Atlantic				
Upland Work				
Dune Walkover	22801.73	43044.95	30955.9	96802.58
3145 S. Atlantic				
Upland Work				
Dune Walkover	21000.84	44910.52	31932.61	97843.97
3737 S. Atlantic				
Upland Work				
Dune Walkover	25004.86	50172.38	31338.89	106516.13
2613 S. Atlantic				
Upland Work				
Dune Walkover	18878.62	35442.37	21148.32	75469.31
3259 S. Atlantic				
Upland Work				
Dune Walkover	13196	23186.76	9356.19	45738.95

Daytona Beach Shores Dune Walkover Restoration 6 Non-Priority Sites

ECMCD Scope/Workplan

1921 S. Atlantic Ave. **Estimated Duration: 45 – 60 days**

- Contract Execution/ Secure Permitting/NOC/ Submittals
- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)

2071 S. Atlantic Ave. **Estimated Duration: 20 days**

- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)

3145 S. Atlantic Ave. **Estimated Duration: 20 days**

- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)

3737 S. Atlantic Ave. **Estimated Duration: 20 days**

- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)

3259 S. Atlantic Ave.

Estimated Duration: 20 days

- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)

2613 S. Atlantic Ave.

Estimated Duration: 20 days

- Fence off work area for public Safety and wildlife Safety.
- Survey and Layout work area and structural elements.
- Install posts for walkway.
- Install framing for walkway.
- Remove Heavy Equipment from site.
- Install decking and handrails.
- Clean and restore site.
- Move on to the next location. (Project Site)



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-14: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 3635 Cardinal Boulevard

SYNOPSIS:

Ordinance 2024-14, 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 3635 Cardinal Boulevard (Exhibit A). The application (Exhibit B) was submitted by the Storch Law Firm on behalf of the property owner, IGS Holdings, LLC. Applying a City future land use designation is a requirement of Florida Law whenever a property is annexed. The property is +/-0.24 acres and is occupied by a 6,800 square foot four-unit residential structure. The proposed amendment is compatible with the current Volusia County future land use category and as such, the amendment will remain density neutral.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 3635 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.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. DUE PUBLIC NOTICE

Evidence of Due Public Notice have been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-14 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-14 as presented."
OR
2. "I move to recommend approval of Ordinance 2024-14, with the following amendments..."
OR
3. "I move to recommend denial of Ordinance 2024-14, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2024-14-FLUMA-3635 Cardinal
 2. Exhibit A-Location Map1-3635 Cardinal
 3. Exhibit B-FLUMA Application-3635 Cardinal
 4. Exhibit C-Planning Analysis-FLUMA-3635 Cardinal

ORDINANCE NO: 2024-14

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 3635 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-09-0041; 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 Commission 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, IGS HOLDINGS, LLC, owner of the real property with short tax Parcel ID 6302-05-09-0041 and generally located at 3635 Cardinal Boulevard, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores; and

Ordinance 2024-14

Page No.1

WHEREAS, IGS HOLDINGS, LLC, 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 Commission 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 Commission 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 COMMISSION 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 +/-0.24 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
3635 Cardinal Boulevard	6302-05-09-0041	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 Economic Opportunity, 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. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

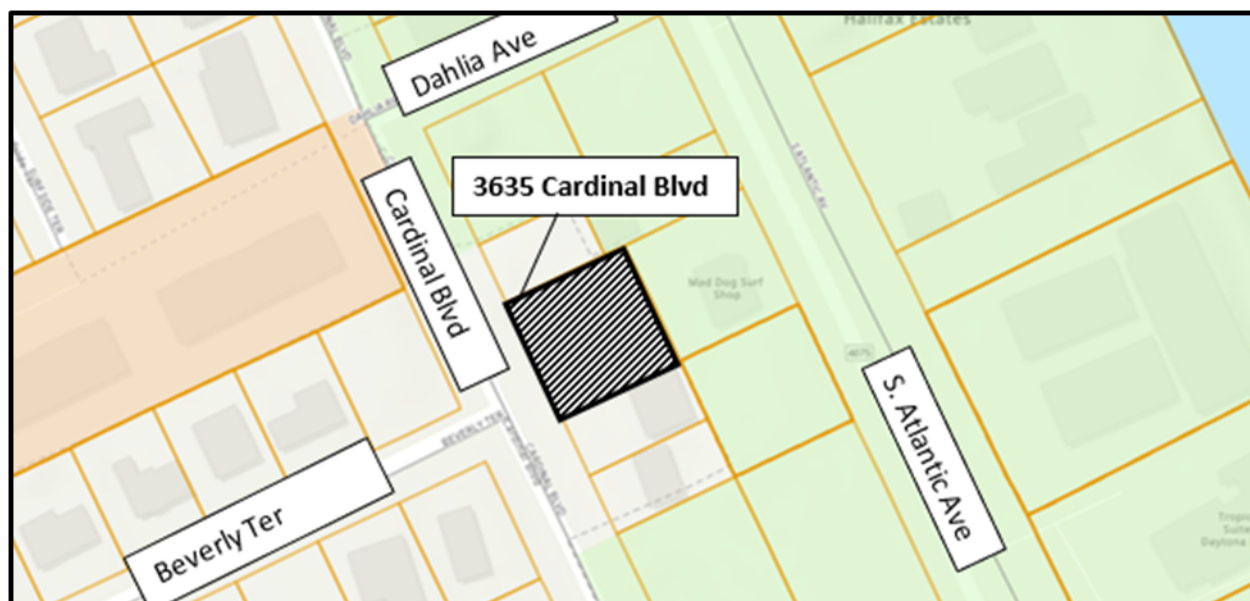
DESCRIPTION:

THE WEST 1/2 OF LOTS 4 AND 5, BLOCK 9, LYING EASTERLY OF CARDINAL DRIVE, MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 11, 1

TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL DRIVE LYING SOUTHERLY OF THE NORTH LINE OF LOT 4 AND LYING NORTHERLY OF THE SOUTH LINE OF LOT 5, SAID BLOCK 9, MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 AND THE CENTERLINE OF CARDINAL DRIVE, A 70 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 4 TO THE EAST LINE OF THE WEST 1/2 OF LOT 4; THENCE SOUTHERLY ALONG EAST LINE OF THE WEST 1/2 OF LOT 4 AND EAST LINE OF THE WEST 1/2 OF LOT 5 TO THE SOUTH LINE OF LOT 5; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SAID CENTERLINE OF CARDINAL DRIVE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

CONTAINING 0.316 ACRES, MORE OR LESS.





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

150036

RECEIVED

12024002
APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP
AMENDMENT

JAN 04 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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: ____ / ____ / ____

Applicable Section of the Comprehensive Plan: _____

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

Applicant's Name: A. Joseph Posey, Jr. / Storch Law Firm

Address: 420 South Nova Road, Daytona Beach, FL 32114 Phone #: 386-238-8383

Property Address: 3635 Cardinal Blvd / Parcel No. 6302-05-09-0041

Existing Property Use: Multi-family building

Representing Attorney (if any): Same as Applicant

Address: Same as Applicant Phone #: Same as Applicant

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:

The West 1/2 of Lots 4 and 5, Block 9, Map of Ocean View Section of Halifax Estates

according to the map or plat thereof as recorded in Plat Book 11, Page 100, Public

Records of Volusia County, Florida

Description of your request:

Adoption of consistent City future land use designation for annexed property

Request adoption of City Low Intensity future land use designation for property

Applicant's Signature

12, 18, 2023
Date

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2024-14

A. INTRODUCTION

The proposed amendment seeks to change the future land use designation of a 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 +/- 0.24-acre property is located at 3635 Cardinal Boulevard. The subject application, if approved, would result in the second 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 3635 Cardinal Boulevard. from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

Overview:

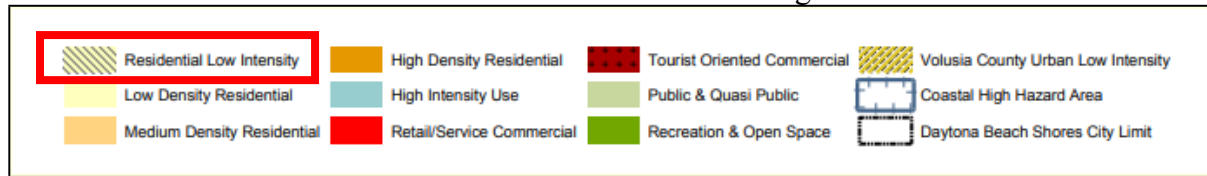
The property is currently occupied by a four-unit residential structure (6,800sf). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-6” (Urban Two-Family Residential District), respectively. The surrounding future 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	R-6*		Volusia County Urban Low Intensity	
East	GC-2		Retail/Service Commercial	
West	R-4**		Volusia County Urban Low Intensity	

Notes: *R-6= Volusia County Urban Two Family Residential District; R-4**=Volusia County Urban Single Family Residential District

FIGURE 1: 3635 Cardinal Boulevard- 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 +/-0.24-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. Therefore, this is a density neutral amendment.

The property is currently occupied by a four-unit 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 despite the number of existing units on the site.

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 residential lot with pedestrian and vehicular transportation access to the abutting Cardinal Boulevard, which is a county minor collector road that eventually connects to Dunlawton Boulevard (SRA1A), which is a principal arterial road leading to the interstate system. The aforementioned roads are currently operating at acceptable levels of service per the 2021 Volusia County AADT Table. 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
Community Center	one per 20,000 people	1	None

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: 3635 Cardinal Boulevard and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2021

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 and Dunlawton

Boulevard; 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 residential use and is therefore compatible with the surrounding residential low-density (single-family) 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 COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-15: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 110 Van Avenue

SYNOPSIS:

Ordinance 2024-15, 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 110 Van Avenue (Exhibit A). The application (Exhibit B) was submitted by Tom Cooper, authorized member of Three RE Holdings, LLC, 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 +/-0.26 acres and is occupied by a 2,111 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 and the amendment is density neutral.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 110 Van Avenue, 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-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. DUE PUBLIC NOTICE

Evidence of Due Public Notice have been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-15 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-15 as presented."
OR
2. "I move to recommend approval of Ordinance 2024-15, with the following amendments..."
OR
3. "I move to recommend denial of Ordinance 2024-15, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2024-15-FLUMA-110 Van Ave
 2. Exhibit A-Location Map - 110 Van
 3. Exhibit B-FLUMA Application-110 Van
 4. Exhibit C-Planning Analysis-FLUMA-110 Van

ORDINANCE NO: 2024-15

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 110 VAN AVENUE, SHORT TAX PARCEL ID 5334-02-05-0020; 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 Commission 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, THREE RE HOLDINGS, LLC, owner of the real property with short tax Parcel ID 5334-02-05-0020 and generally located at 110 Van Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores; and

WHEREAS, THREE RE HOLDINGS, LLC, owner of the subject property, are 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 Commission 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 Commission 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 COMMISSION 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 +/-0.26 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
110 Van Avenue	5334-02-05-0020	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 Economic Opportunity, 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. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

DESCRIPTION:

THE WEST 77.54 FEET OF LOTS 1, 2 AND 3, BLOCK 5, LYING EASTERLY OF ESPERANZA STREET AND SOUTHERLY OF VAN AVENUE, PLAT OF ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE EASTERLY 1/2 OF ESPERANZA STREET LYING NORTHERLY OF THE SOUTH LINE OF LOT 3 AND LYING SOUTHERLY OF THE CENTERLINE OF VAN AVENUE, AND THE SOUTHERLY 1/2 OF VAN AVENUE LYING EASTERLY OF THE CENTERLINE OF ESPERANZA STREET AND WESTERLY OF THE EASTERLY LINE OF THE WESTERLY 77.54 FEET OF LOTS 1, 2 AND 3 SAID BLOCK 5, PLAT OF ORITA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 3 AND THE CENTERLINE OF ESPERANZA STREET, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF VAN AVENUE A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE EASTERLY ALONG SAID CENTERLINE TO THE EASTERLY LINE OF THE WESTERLY 77.54 FEET OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND ALONG EASTERLY LINE OF THE WESTERLY 77.54 FEET OF LOTS 2 AND 3 TO THE SOUTHERLY LINE OF LOT 3; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING. CONTAINING 0.412 ACRES, MORE OR LESS.





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: 1/1/25/24

Applicable Section of the Comprehensive Plan: _____

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

Applicant's Name: Thomas Cooper

Address: 5927 Aruna Dr. Port Orange Phone #: 386 316 5965

Property Address: 110 Van Ave. Daytona Beach, FL 32118

Existing Property Use: Single family residence

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:

W 77.54 FT OF LOTS 1 2 & 3 BLK 5 ROGERS
NORTH ORITA PER OR 5081 PG 4864 PER
UNREC D/C PER OR 8412 PG 0905

Description of your request:

Annexation from Volusia County to City
of Daytona Beach Shores

[Signature]
Applicant's Signature

1/1/25/2024
Date

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2024-15

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 +/- 0.26-acre property is located at 110 Van Avenue. The subject application, if approved, would result in the third 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 110 Van Avenue. from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

Overview:

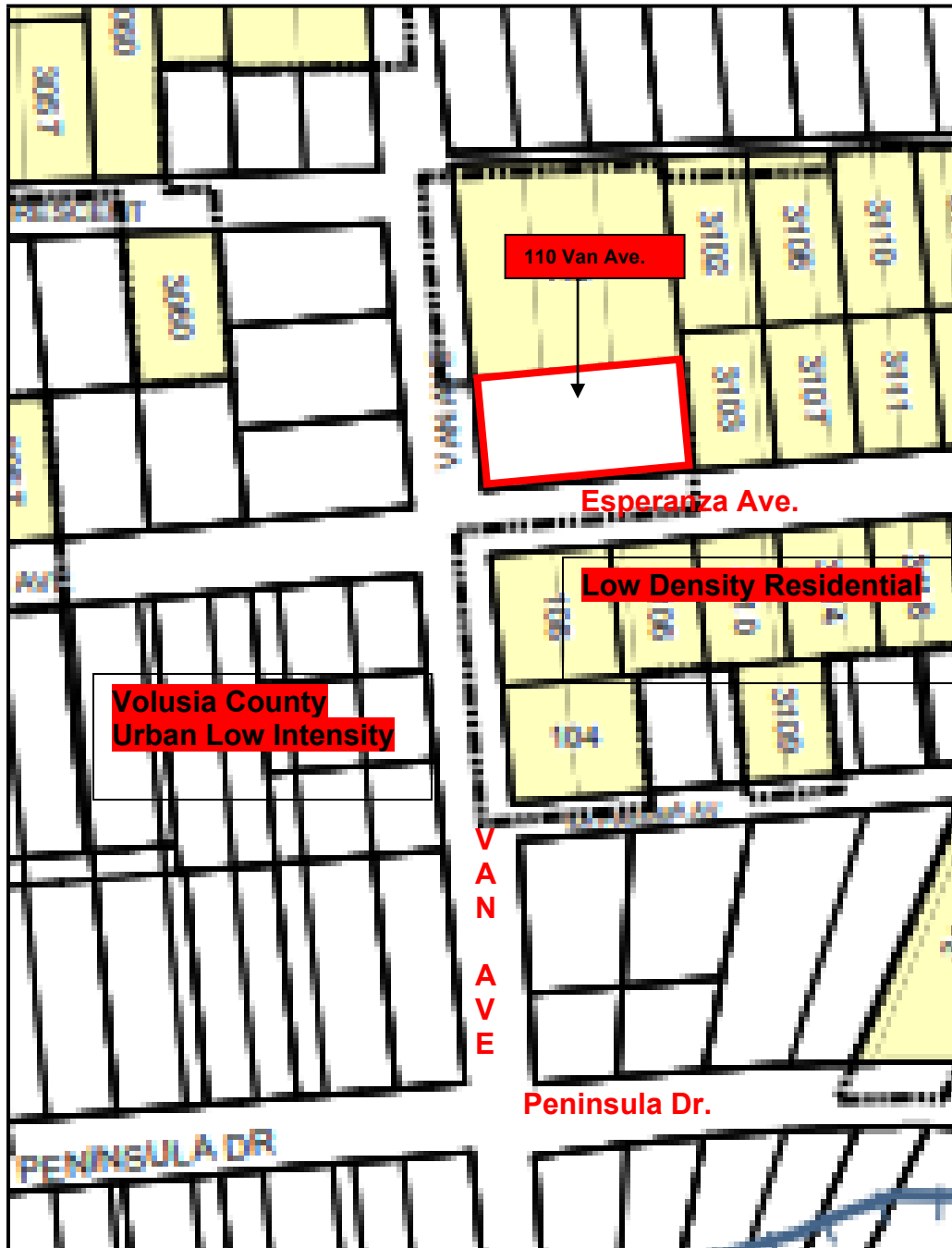
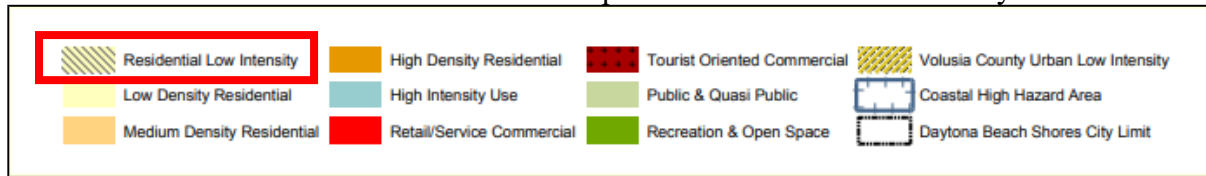
The property is currently occupied by a single-family residential structure (2,111sf). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-9” (Urban Single-Family Residential District), respectively. The surrounding 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-9*	RSF-2	Volusia County Urban Low Intensity	Residential Low Intensity
North	R-9		Volusia County Urban Low Intensity	
South	RSF-2 **		Low Density Residential	
East	RSF-2		Low Density Residential	
West	RSF-2		Low Density Residential	

Notes: *R-9= Volusia County Urban Single-Family Residential District; RSF-2**=DBS Urban Single-Family Residential District

FIGURE 1: Future Land Use Map – 110 Van Avenue & Vicinity



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 +/-0.26-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 pedestrian and vehicular transportation access to the abutting Van Avenue (CR7865), which is a local county road connecting to S. Peninsula Drive (SR441) and S. Atlantic Avenue (SRA1A). 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 aforementioned roads are currently operating at acceptable levels of service. Further, 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
Community Center	one per 20,000 people	1	None

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: 110 Van Avenue & Vicinity



Source: Volusia County Property Appraiser, 2021

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 COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-16: Comprehensive Plan Future Land Use Map Amendment For Recently Annexed Property Located At 129 Esmeralda Avenue

SYNOPSIS:

Ordinance 2024-16, 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 129 Esmeralda Avenue (Exhibit A). The application (Exhibit B) was submitted by Anne Bressan Harrington Trust, 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 +/-0.18 acres and is occupied by a 1,580 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 and the proposed amendment is density neutral.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 129 Esmeralda Avenue, 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-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. DUE PUBLIC NOTICE

Evidence of Due Public Notice has been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-16 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-16 as presented."
OR
2. "I move to recommend approval of Ordinance 2024-16, with the following amendments..."
OR
3. "I move to recommend denial of Ordinance 2024-16, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2024-16-FLUMA-129 Esmeralda
 2. Exhibit A-Location Map1-129 Esmeralda Ave
 3. Exhibit B-FLUMA Application-129 Esmeralda
 4. Exhibit C-Planning Analysis-FLUMA-129 Esmeralda

ORDINANCE NO: 2024-16

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 129 ESMERALDA AVENUE, SHORT TAX PARCEL ID 5335-01-05-0360; 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 Commission 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, Anne Bressan Harrington Trust, owner of the real property with Short Tax Parcel ID 5335-01-05-0360 and generally located at 129 Esmeralda Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores; and

WHEREAS, Anne Bressan Harrington Trust, owner of the subject property, are 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 Commission 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 Commission 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 COMMISSION 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 +/-0.18 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
129 Esmeralda Avenue	5335-01-05-0360	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 Economic Opportunity, 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. VOSE, CITY ATTORNEY

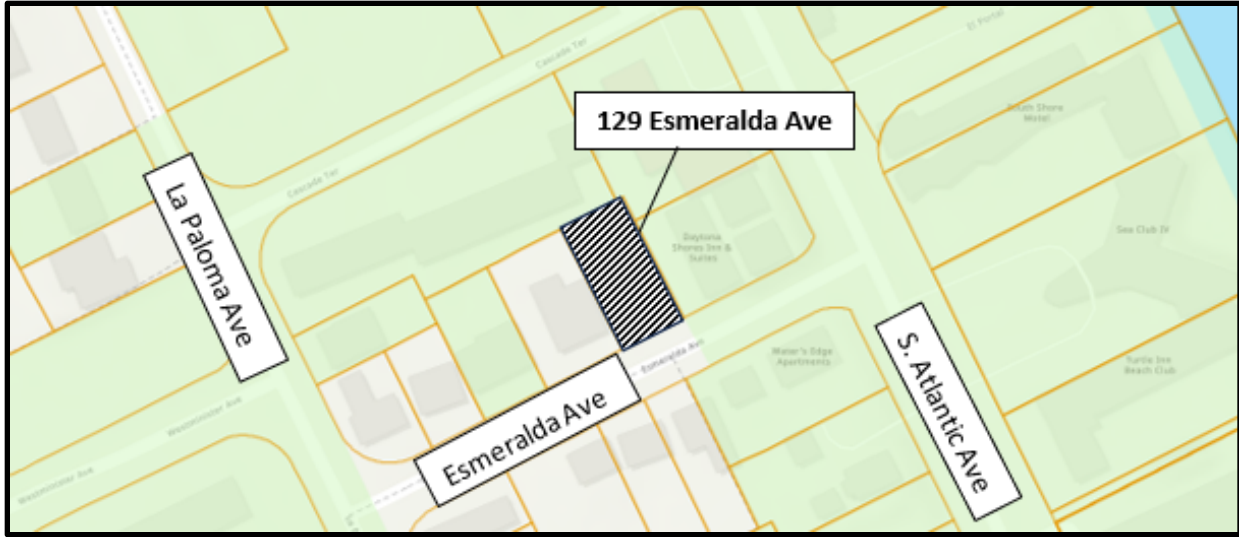
Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

DESCRIPTION:

THE EASTERLY 14-1/3 FEET OF LOT 35 AND ALL OF LOTS 36 AND 37, BLOCK E, RIOMAR BEACHES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 95, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE NORTHERLY 1/2 OF ESMERALDA AVENUE LYING EASTERLY OF THE EAST LINE OF EAST 14-1/3 FEET OF LOT 35 AND LYING WESTERLY OF THE EAST LINE OF LOT 37, SAID BLOCK E, RIOMAR BEACHES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 37 AND THE CENTERLINE OF ESMERALDA AVENUE, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE WESTERLY ALONG SAID CENTERLINE TO THE WESTERLY LINE OF THE EASTERLY 14-1/3 FEET OF LOT 35; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE EASTERLY 14-1/3 FEET OF LOT 35 TO THE NORTHERLY LINE OF LOT 35; THENCE ALONG THE SAID NORTHERLY LINE OF LOT 35 AND THE NORTH LINE OF LOTS 36 AND 37 TO THE EASTERLY LINE OF LOT 37; THENCE SOUTHERLY ALONG THE SAID EASTERLY LINE OF LOT 37 TO THE POINT OF BEGINNING. CONTAINING 0.244 ACRES, MORE OR LESS.





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

12024009
APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP
AMENDMENT

250112

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.

RECEIVED

JAN 17 2024

X Date Submitted: 1/17/2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Applicable Section of the Comprehensive Plan: _____

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

X Applicant's Name: Anne Bressan-Harrington

X Address: 129 Esmeralda Ave X Phone #: _____

X Property Address: 129 Esmeralda Avenue

Existing Property Use: Single Family Residential

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:

FLUM Amendment from county to DBS Low Intensity FLA

X CW MA
Applicant's Signature

1/17/2024
Date

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2024-16

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 +/- 0.18-acre property is located at 129 Esmeralda Avenue. The subject application, if approved, would result in the fourth 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 129 Esmeralda Avenue. from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

Overview:

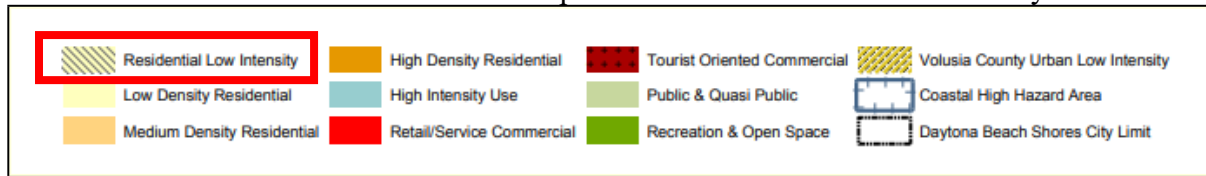
The property is currently occupied by a single-family residential structure (1,580sf). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-9” (Urban Single-Family Residential District), respectively. The surrounding 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-9*	RSF-2	Volusia County Urban Low Intensity	Residential Low Intensity
North	RMF-2**		Low Density Residential	
South	R-9*		Volusia County Urban Low Intensity	
East	GC-1+		Low Density Residential	
West	R-9*		Volusia County Urban Low Intensity	

Notes: *R-9= Volusia County Urban Single-Family Residential District; RMF-2**=DBS Multifamily Residential (Medium Density) District; GC-1+=DBS Tourist Oriented Commercial District

FIGURE 1: Future Land Use Map - 129 Esmeralda Avenue & Vicinity



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 +/-0.18-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 Esmeralda Avenue, which is a local road connecting to S. Atlantic Avenue (SRA1A). S. Atlantic Avenue connects to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. The aforementioned roads are currently 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-la 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
Community Center	one per 20,000 people	1	None

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

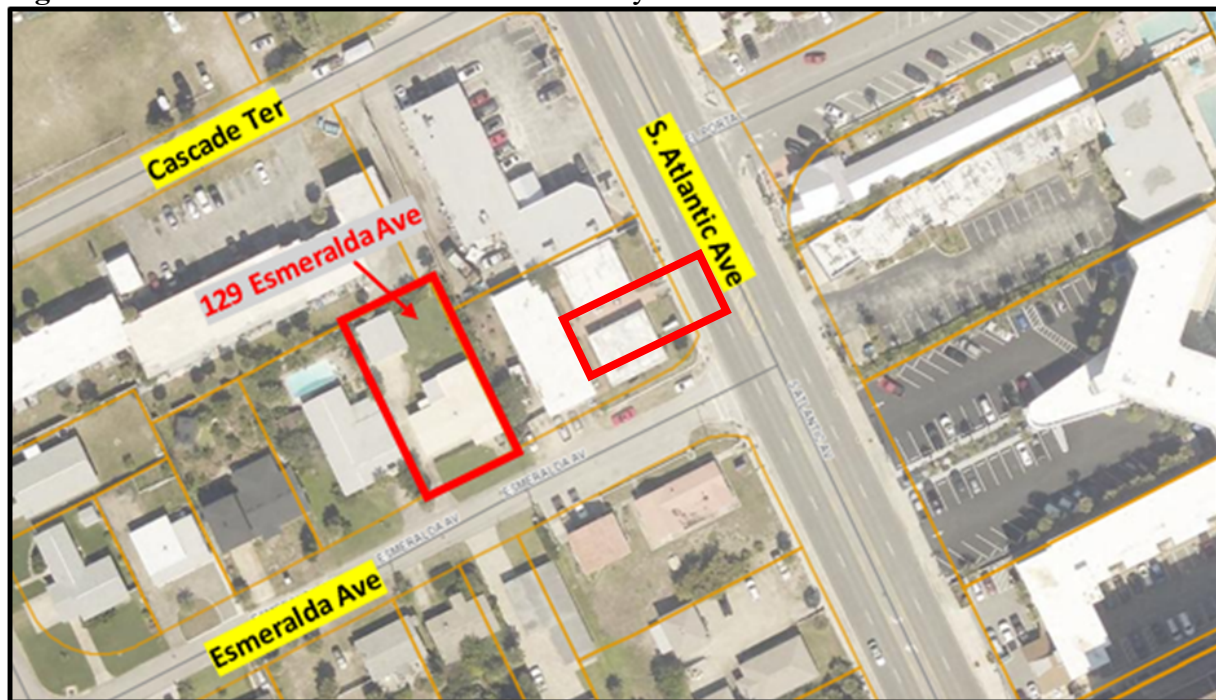
Public Schools:

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: 129 Esmeralda & Vicinity



Source: Volusia County Property Appraiser, 2021

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 COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-11: Rezoning Application For Recently Annexed Property Located At 3635 Cardinal Boulevard

SYNOPSIS:

Ordinance 2024-11, 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 3635 Cardinal Boulevard (Exhibit A). The application (Exhibit B) was submitted by the Storch Law Firm on behalf of IGS HOLDINGS, LLC, owner of the subject property. The local rezoning of an annexed property is a requirement of Florida Law. The property is +/-0.24 acres and is occupied by a four-unit residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-6, Urban Two-Family Residential District). It should be noted the property's current use is legal nonconforming and shall comply with Chapter 14, Article 6 of the Daytona Beach Shores Land Development Code.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 3635 Cardinal Boulevard, 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 owners have 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.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-11 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-11 as presented."

OR

2. "I move to recommend denial of Ordinance 2024-11, on the basis of the following..."

- ATTACHMENT:**
1. Ord. 2024-11-3635 Cardinal - RZ
 2. Exhibit A-Location Map-3635 Cardinal
 3. Exhibit B- RZ Application - 3635 Cardinal
 4. Exhibit C-Rezoning Staff Report-3635 Cardinal

ORDINANCE NO. 2024-11

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 3635 CARDINAL BOULEVARD, SHORT TAX PARCEL ID 6302-05-09-0041; 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 April 23, 2024, 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 Commission 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 annexed property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds such rezoning consistent with the *City of 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 COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance No. 2024-08 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #6302-05-09-0041, 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 be 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. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

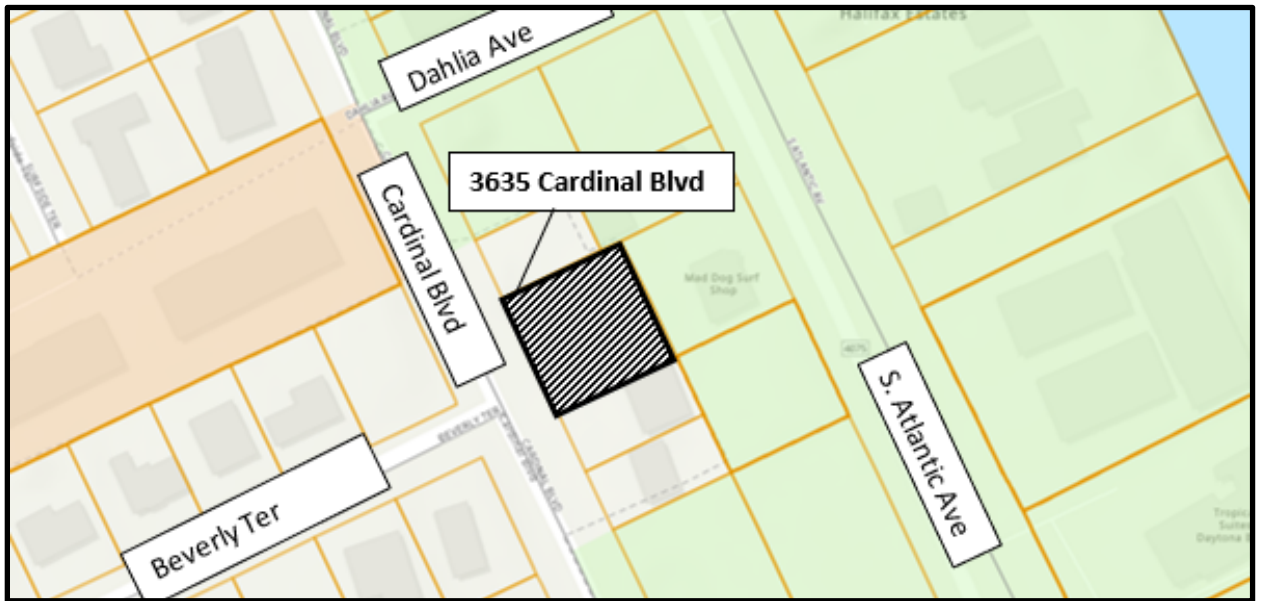
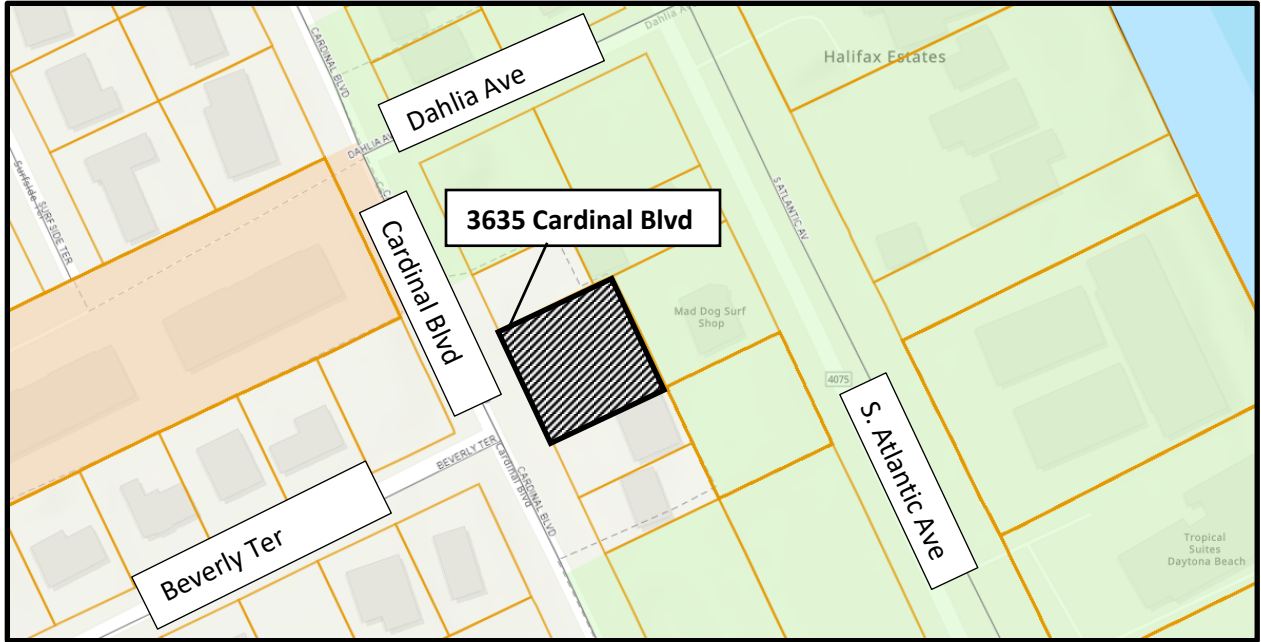
DESCRIPTION:

THE WEST 1/2 OF LOTS 4 AND 5, BLOCK 9, LYING EASTERLY OF CARDINAL DRIVE, MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 11, 1

TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL DRIVE LYING SOUTHERLY OF THE NORTH LINE OF LOT 4 AND LYING NORTHERLY OF THE SOUTH LINE OF LOT 5, SAID BLOCK 9, MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 AND THE CENTERLINE OF CARDINAL DRIVE, A 70 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 4 TO THE EAST LINE OF THE WEST 1/2 OF LOT 4; THENCE SOUTHERLY ALONG EAST LINE OF THE WEST 1/2 OF LOT 4 AND EAST LINE OF THE WEST 1/2 OF LOT 5 TO THE SOUTH LINE OF LOT 5; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SAID CENTERLINE OF CARDINAL DRIVE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

CONTAINING 0.316 ACRES, MORE OR LESS.







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

150036

RECEIVED

JAN 04 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12024003

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: ___/___/___

Current Zoning: County R-6

Requested Zoning: City RSF-2

Applicant's Name: A. Joseph Posey, Jr. / Storch Law Firm

Address: 420 South Nova Road, Daytona Beach, FL 32114 Phone #: 386-238-8383

Representative: Same as Applicant

Address: Same as Applicant Phone #: Same as Applicant

Property Address & Parcel ID: Parcel No. 6302-05-09-0041

Property Owner: IGS Holdings Limited Liability Company, a Kentucky limited liability company

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

Legal Description of Property:

The West 1/2 of Lots 4 and 5, Block 9, Map of Ocean View Section of Halifax Estates

according to the map or plat thereof as recorded in Plat Book 11, Page 100, Public

Records of Volusia County, Florida

Applicant's Signature

12/18/2023
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 new zoning will not change the existing condition of the property. If anything, the new zoning will have a favorable impact since the property would be in the jurisdiction of the City.

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

Annexation of the property will have a favorable impact since the new zoning will be consistent with the area.

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.

Yes. The new zoning will not change the existing condition of the property.

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

Yes, and the new zoning is consistent with the area development pattern.

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?

Yes, the property will be annexed into the City, which necessitates this request.

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?

No, however, the current zoning is County, which needs to be changed to a compatible City designation.

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

Yes, the new zoning is consistent with the area development pattern and existing City zoning.

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

No.

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. This request will put a consistent City zoning in place for the property.

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

No. This request will put a consistent City zoning in place for the property.

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

No. This request does not change the existing condition of the property.

NOTARIZED AUTHORIZATION OF OWNER

I, Cornelius Harper, as Manager of IGS HOLDINGS LIMITED LIABILITY COMPANY, a Kentucky limited liability company (hereinafter "Owner"), the owner of Parcel No. 6302-05-09-0041 (the "Property"), hereby authorize STORCH LAW FIRM, as agent for owner, to represent me in annexation, rezoning, and future land use amendment application for the Property, and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of Daytona Beach Shores public hearings regarding same.

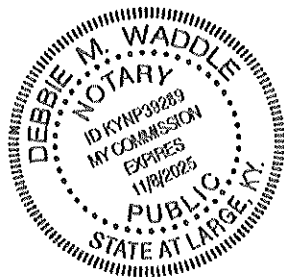


IGS HOLDINGS LIMITED LIABILITY COMPANY

By: Cornelius Harper
Its: Manager

STATE OF ~~FLORIDA~~ KENTUCKY
COUNTY OF ~~YONKERS~~ JEFFERSON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 6TH day of NOVEMBER 2023, by Cornelius Harper, as Manager of IGS HOLDINGS LIMITED LIABILITY COMPANY, a Kentucky limited liability company, who is ☐ personally known to me or ☒ who has produced KENTUCKY DRIVER'S LICENSE identification and who did not take an oath.


NOTARY PUBLIC

Type or print name: **DEBBIE M. WADDLE**
Commission No.: **11/08/2025**

EXHIBIT C **PLANNING ANALYSIS** **Ordinance 2024-11**

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the annexed residential property located at 3635 Cardinal Boulevard 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 0.24 and has a four-unit 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*	Four Unit Residential
North	R-6*	Single Family Residence
South	R-6*	Single Family Residence
East	GC-2	Retail/Service Commercial
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

Figure 1: Aerial View-3635 Cardinal Boulevard and Surrounding Neighborhood



Source: GoogleMaps 2024

Figure 2: 3635 Cardinal Boulevard – Zoning Map

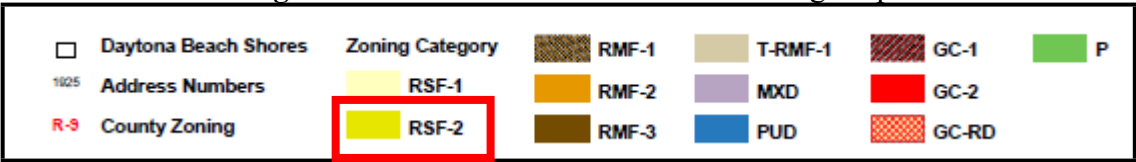


Figure 3: Street View - 3635 Cardinal Blvd



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:

Cluster and zero lot line subdivisions

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

Essential utility services.

Exempt excavations

Exempt landfills

Fire stations.

Home-based business

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 modular dwellings.

Two-family dwellings.

Zero lot line residential subdivisions

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 should the subject existing use be abandoned for a period of six months or more or subject to the Nonconforming Provisions of Chapter 14, Article 6 of the Daytona Beach Shores Land Development Code.

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. The subject property is located at 3215 La Paloma Avenue and has an acreage of +/-0.24. The site has vehicular and pedestrian access to the abutting Cardinal Boulevard which directly connects to Dunlawton Boulevard (SRA1A).

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

The proposed zoning change for the existing residential property 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 four-unit residential structure recently annexed into the city. 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 four-unit 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

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 Boulevard 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 former Volusia County 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. 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.

10. 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.

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?

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.

12. 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.

13. 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 residential characteristics.

14. 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 residential nature of the community is maintained.



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-12: Rezoning Application For Recently Annexed Property Located At 110 Van Avenue

SYNOPSIS:

Ordinance 2024-12, 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 110 Van Avenue (Exhibit A). The application (Exhibit B) was submitted by Tom Cooper, authorized member of Three RE Holdings, LLC, which owns the subject property. The proposed zoning amendment is a requirement of Florida Law when a property is annexed. The property is +/-0.26 acres and is occupied by a 2,111 square foot residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-9, Urban Single-Family Residential District).

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 110 Van Avenue, 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 owners have 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.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-12 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-12 as presented."

OR

2. "I move to recommend denial of Ordinance 2024-12, on the basis of the following..."

- ATTACHMENT:**
1. Ord. 2024-12-110 Van Ave
 2. Exhibit A-Location Map - 110 Van
 3. Exhibit B - RZ Application - 110 Van
 4. Exhibit C-Rezoning Staff Report-110 Van

ORDINANCE NO. 2024-12

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 110 VAN AVENUE, SHORT TAX PARCEL ID 5334-02-05-0020; 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 April 23, 2024, 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 Commission 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 annexed property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds such rezoning consistent with the *City of 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 COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance No. 2024-10 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #5334-02-05-0020, 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 be 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. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

DESCRIPTION:

THE WEST 77.54 FEET OF LOTS 1, 2 AND 3, BLOCK 5, LYING EASTERLY OF ESPERANZA STREET AND SOUTHERLY OF VAN AVENUE, PLAT OF ORITA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 115, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE EASTERLY 1/2 OF ESPERANZA STREET LYING NORTHERLY OF THE SOUTH LINE OF LOT 3 AND LYING SOUTHERLY OF THE CENTERLINE OF VAN AVENUE, AND THE SOUTHERLY 1/2 OF VAN AVENUE LYING EASTERLY OF THE CENTERLINE OF ESPERANZA STREET AND WESTERLY OF THE EASTERLY LINE OF THE WESTERLY 77.54 FEET OF LOTS 1, 2 AND 3 SAID BLOCK 5, PLAT OF ORITA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 3 AND THE CENTERLINE OF ESPERANZA STREET, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF VAN AVENUE A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE EASTERLY ALONG SAID CENTERLINE TO THE EASTERLY LINE OF THE WESTERLY 77.54 FEET OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND ALONG EASTERLY LINE OF THE WESTERLY 77.54 FEET OF LOTS 2 AND 3 TO THE SOUTHERLY LINE OF LOT 3; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING. CONTAINING 0.412 ACRES, MORE OR LESS.





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: 1/18/24

Current Zoning: Volusia County

Requested Zoning: Daytona Beach Shores

Applicant's Name: Tom Cooper

Address: 5927 Arana Dr. Port Orange Phone #: 386 316 5965

Representative: _____

Address: _____

Phone #: _____

Property Address & Parcel ID: 110 Van Ave, Daytona Beach, FL 32118, 5334-02-05 0620

Property Owner: Three RE Holdings, LLC / Thomas Cooper, AMBR

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

Legal Description of Property:

W 77.54 FT OF LOTS 1 & 3 BLK 5 ROGERS

NORTH ORITA PER OR 5081 PG 4864 PER

UNREC D/C PER OR 8412 PG 0905

Applicant's Signature

Date

1/25/2024

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.

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

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

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

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

6. The proposed zoning is basically consistent with the 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?

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?

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

10. Would the proposed changes 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?

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

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

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

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2024-12

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the annexed single-family residential property located at 110 Van Avenue from Volusia County *R-9 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 0.26 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-9*	Single Family Residence
North	R-9	Single Family Residence
South	RSF-2 **	Single Family Residence
East	RSF-2	Single Family Residence
West	RSF-2	Single Family Residence

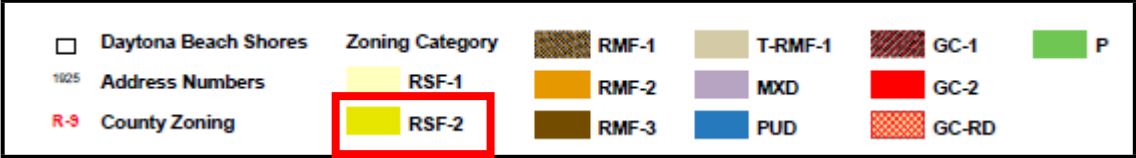
Notes: *R-9= Volusia County Urban Single-Family Residential District; RSF-2**=DBS Urban Single-Family Residential District

Figure 1: Aerial View-110 Van Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2021

Figure 2: Zoning Map-110 Van Ave.



Source: DBS Zoning Map GIS Database, 2024

Figure 3: Street View: 110 Van Avenue



Source: City of Daytona Beach Shores, 2024

As noted in **Table 1** above, the subject property is currently zoned Volusia County R-9 Urban Single-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-9 Urban Single-Family Residential District”:

Purpose and intent: The purpose and intent of the R-9 Urban Single-Family Residential classification, is to provide for continued medium-density single-family dwelling residential development on existing platted lots.

Permitted principal uses and structure: In the R-9 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

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

Essential utility services.

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

Exempt landfills (refer to subsection 72-293(16)).

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 modular dwelling.

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, Three RE Holdings, LLC. The subject property is located at 110 Van Avenue and has an acreage of +/-0.26. The site has vehicular and pedestrian access to the abutting Van Avenue which directly connects to S. Atlantic Avenue and S. Peninsula Drive.

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 designation.

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 Van Avenue 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. 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.

10. 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.

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?

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.

12. 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.

13. 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.

14. 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 COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Stewart Cruz, Community Services Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2024-13: Rezoning Application For Recently Annexed Property Located At 129 Esmeralda Avenue

SYNOPSIS:

Ordinance 2024-13, 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 129 Esmeralda Avenue (Exhibit A). The application (Exhibit B) was submitted by Anne Bressan Harrington Trust, which owns the subject property. The proposed zoning amendment is a requirement of Florida Law when a property is annexed. The property is +/-0.18 acres and is occupied by a 1,580 square foot residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-9, Urban Single-Family Residential District).

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

A. BACKGROUND

The subject property, located at 129 Esmeralda Avenue, 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 owners have 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.

B. PLANNING ANALYSIS

See Exhibit C for planning analysis.

C. PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk's Office.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-13 as presented

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to recommend approval of Ordinance 2024-13 as presented."

OR

2. "I move to recommend denial of Ordinance 2024-13, on the basis of the following..."

- ATTACHMENT:**
1. Ord. 2024-13-129 Esmeralda - RZ
 2. Exhibit A-Location Map - 129 Esmeralda
 3. Exhibit B-RZ Application - 129 Esmeralda
 4. Exhibit C-Rezoning Staff Report-129 Esmeralda

ORDINANCE NO. 2024-13

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 129 ESMERALDA AVENUE, SHORT TAX PARCEL ID 5335-01-05-0360; 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 April 23, 2024, 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 Commission 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 annexed property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds such rezoning consistent with the *City of 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 COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance No. 2024-09 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #5335-01-05-0360, 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 be 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. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

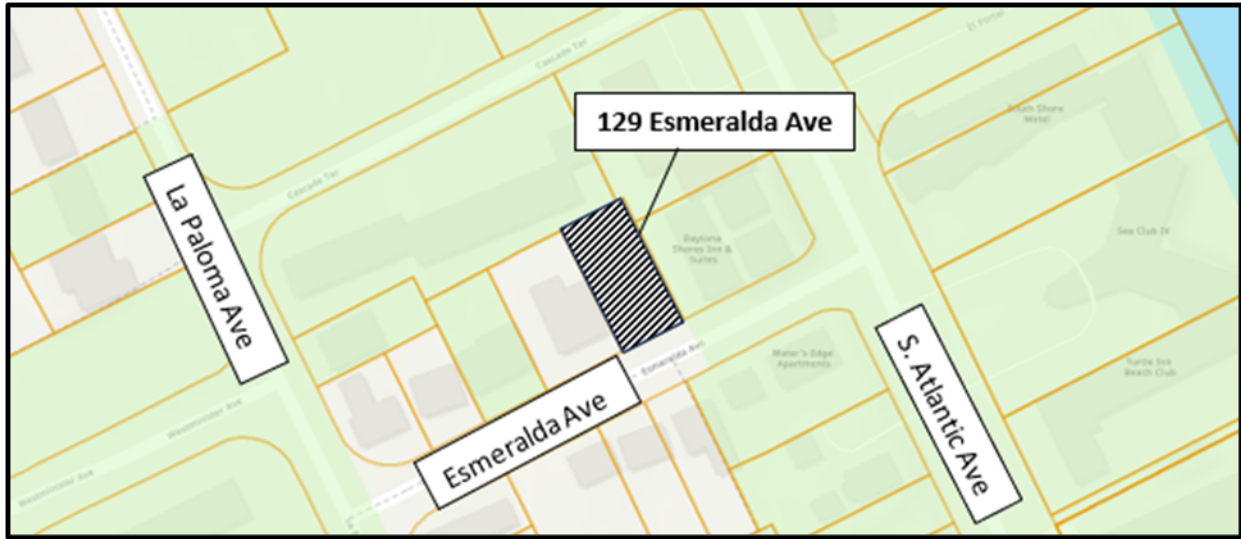
DESCRIPTION:

THE EASTERLY 14-1/3 FEET OF LOT 35 AND ALL OF LOTS 36 AND 37, BLOCK E, RIOMAR BEACHES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 95, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE NORTHERLY 1/2 OF ESMERALDA AVENUE LYING EASTERLY OF THE EAST LINE OF EAST 14-1/3 FEET OF LOT 35 AND LYING WESTERLY OF THE EAST LINE OF LOT 37, SAID BLOCK E, RIOMAR BEACHES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 37 AND THE CENTERLINE OF ESMERALDA AVENUE, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE WESTERLY ALONG

SAID CENTERLINE TO THE WESTERLY LINE OF THE EASTERLY 14-1/3 FEET OF LOT 35; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE EASTERLY 14-1/3 FEET OF LOT 35 TO THE NORTHERLY LINE OF LOT 35; THENCE ALONG THE SAID NORTHERLY LINE OF LOT 35 AND THE NORTH LINE OF LOTS 36 AND 37 TO THE EASTERLY LINE OF LOT 37; THENCE SOUTHERLY ALONG THE SAID EASTERLY LINE OF LOT 37 TO THE POINT OF BEGINNING. CONTAINING 0.244 ACRES, MORE OR LESS.





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

250112

RECEIVED

JAN 17 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12024008
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: 1/17/2024 Current Zoning: County
Requested Zoning: RSF-2
Applicant's Name: Anne Bressan-Harrington
✕ Address: 129 Esmeralda Ave Phone #: 719-351-8378
Representative: _____
Address: _____ Phone #: _____
✕ Property Address & Parcel ID: 53501050360
✕ Property Owner: Anne Bressan-Harrington

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

Legal Description of Property:

✓
Applicant's Signature

1/17/2024
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.

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

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

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

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

6. The proposed zoning is basically consistent with the 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?

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?

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

10. Would the proposed changes 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?

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

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

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

EXHIBIT C **PLANNING ANALYSIS** **Ordinance 2024-13**

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the annexed single-family residential property located at 129 Esmeralda Avenue from Volusia County *R-9 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 0.18 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-9*	Single Family Residence
North	RMF-2**	Cascade Apartments
South	R-9*	Single Family Residence
East	GC-1+	Daytona Shores Inn & Suites
West	R-9*	Single Family Residence

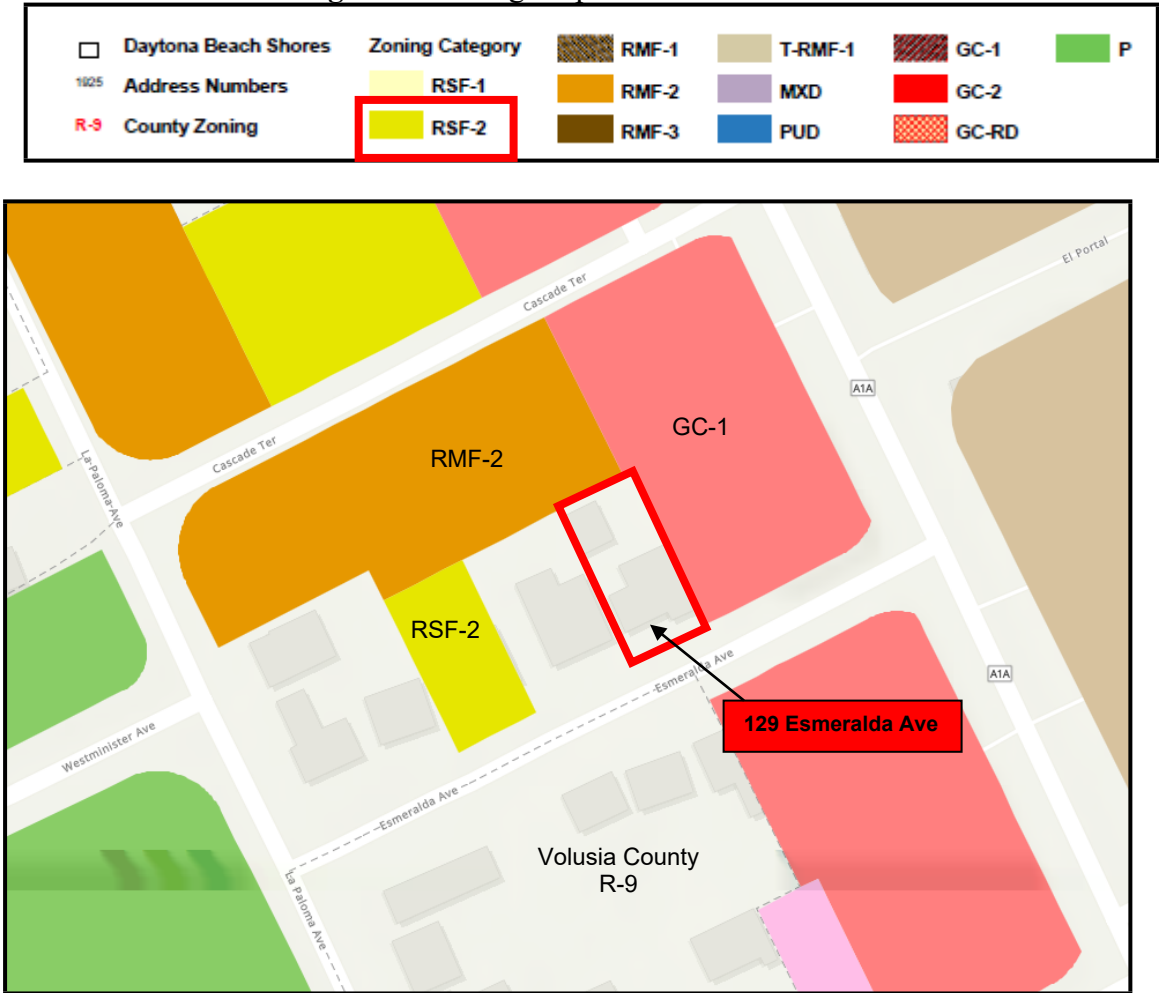
Notes: *R-9= Volusia County Urban Single-Family Residential District; RMF-2**=DBS Multifamily Residential (Medium Density) District; GC-1+=DBS Tourist Oriented Commercial District

Figure 1: Aerial View-129 Esmeralda Avenue and Surrounding Neighborhood



Source: Volusia County Property Appraiser, 2021

Figure 2: Zoning Map – 129 Esmeralda Ave.



Source: DBS Zoning Map GIS Database, 2024

Figure 3: Street View: 129 Esmeralda Avenue



Source: City of Daytona Beach Shores, 2024

As noted in **Table 1** above, the subject property is currently zoned Volusia County *R-9 Urban Single-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-9 Urban Single-Family Residential District”:

Purpose and intent: The purpose and intent of the R-9 Urban Single-Family Residential classification, is to provide for continued medium-density single-family dwelling residential development on existing platted lots.

Permitted principal uses and structure: In the R-9 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

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

Essential utility services.

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

Exempt landfills (refer to subsection 72-293(16)).

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 modular dwelling.

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, Anne Bressan Harrington Trust. The subject property is located at 129 Esmeralda Avenue and has an acreage of +/-0.18. The site has vehicular and pedestrian access to the abutting Esmeralda Avenue which directly connects to S. Atlantic Avenue.

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 Esmeralda Avenue 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. 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.

10. 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.

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?

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.

12. 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.

13. 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.

14. 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 COMMISSION AGENDA MEMORANDUM
JUNE 25, 2024 AGENDA**

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

SYNOPSIS:

A voting delegate is required to attend the Annual Business Session at the Annual Conference.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Each year, the Florida League of Cities holds an Annual Conference. A voting delegate is required by each municipality to participate in the Annual Business Session.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I nominate XX as the city's voting delegate for the 2024 Annual Conference.

ATTACHMENT: 1. 2024 Voting Delegate Memo FLC conference



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

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

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

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



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Steve Edmunds, Chief Building Official

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Resolution 2024-09: Fee Schedule Amendment Establishing A Milestone Inspection Report Processing Fee

SYNOPSIS:

Resolution 2024-09, if adopted, will establish a Milestone Inspection Report Processing Fee in the Daytona Beach Shores Land Development Code Schedule of Fees for compliance with Sec. 553.899(8), *Florida Statutes*. Sec. 553.899, *Florida Statutes*, entitled "Mandatory structural inspections for condominium and cooperative buildings," was established by the Florida Legislature based on the finding that *"maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare."* Further, the Legislature found that *"the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use."* These inspections are called Milestone Inspections. The architect or engineer who performs the inspection must submit a sealed copy of the inspection report to the building official of the local government which has jurisdiction, among others. The proposed \$250 fee plus costs, is consistent with the fee imposed by Volusia County, and will cover the cost of the city processing the inspection reports in question.

FISCAL IMPACT STATEMENT:

Fiscal year 2023-24 impact is hard to determine. Between July 1, 2024 when the Resolution becomes effective, if approved by Commission, and December 31, 2024 when the inspections are due there are 47 properties identified by the Chief Building Official requiring the milestone inspection which would generate \$11,750.

BACKGROUND:

The Building Official has researched the cost imposed by other Florida local governments for processing milestone inspection reports and discovered fees ranged from \$200 to \$1,000. Staff estimates the cost of mailing, administrative staff time and technical review of the reports will cost \$250. A plus cost provision is added to the fee schedule for any additional cost incurred for third party review, if needed. This fee is inline with the fees recently adopted by the County of Volusia.

The Building Official has identified approximately 47 properties that meet the criteria for a milestone inspection to be completed by the December 31, 2024, statutory deadline. Enforcement of the state requirement falls on local government. Enforcement by the city will be done through the city's code enforcement process together with the city's special magistrate, if needed. The magistrate may impose fines of up to \$250 per day until compliance is achieved. The Building Official may also deem the building unsafe for occupancy, if needed.

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2024-09 as presented.

SUGGESTED MOTION:

A City Commissioner may move as follows:

"I move to approve Resolution 2024-09 as presented."

- ATTACHMENT:**
1. Res. 2024-09 Milestone Inspection Report Tracking-Review Fee
 2. Fee Examples for Milestone Inspections

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA ESTABLISHING A MILESTONE INSPECTION REPORT PROCESSING FEE; PROVIDING FOR ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Daytona Beach Shores has adopted the Daytona Beach Shores Land Development Code (LDC), which Code authorizes the establishment of reasonable application, inspection and other fees to offset the costs of administration of this Code; and,

WHEREAS, the City of Daytona Beach Shores passed Resolution 2001-01, adopting the Daytona Beach Shores “Land Development Code Schedule of Fees,” as amended, to establish fees to be charged for building and construction inspections and enforcement as referenced in and under the Land Development Code; and

WHEREAS, the City Commission of the City of Daytona Beach Shores desires to amend the Daytona Beach Shores “Land Development Code Schedule of Fees” to establish a milestone inspection report processing fee for compliance with Sec. 553.899(8), *Florida Statutes*; and

WHEREAS, the proposed milestone inspection report processing fee is consistent with the Volusia County adopted milestone inspection report processing fee; and

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

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

SECTION ONE. RECITALS. The “WHEREAS” clauses are hereby incorporated by reference herein.

SECTION TWO. ADOPTION OF MILESTONE INSPECTION REPORT PROCESSING FEE.

The City Commission of the City of Daytona Beach Shores hereby amends the “Land Development Code Schedule of Fees” and adopts the following milestone inspection report processing fee.

LAND DEVELOPMENT CODE SCHEDULE OF FEES

SECTION III. BUILDING PERMIT FEES

O. Milestone Inspection Report Processing Fee

Milestone Inspection Report Processing Fee (Per each submission or resubmission) \$250 + Costs

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions.

SECTION FOUR. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to milestone inspection fees, as well as any and all related actions and activities, are hereby ratified and affirmed.

SECTION FIVE. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION SIX. SEVERABILITY. If any Section or portions of a Section of this Resolution 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 Resolution.

SECTION SEVEN. EFFECTIVE DATE. This Resolution shall have an effective date of July 1, 2024.

SIGNATURE PAGE FOLLOWS

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Gretchen R. H. "Becky" Vose, City Attorney

Passed and adopted on first reading this _____ day of _____, 2024.

Posted this _____ day of _____, 2024.

Fee examples for Milestone inspections

Collier County \$200.00 per inspection report submitted.

Collier county includes a \$500.00 fine or 60 days in county jail or both for violation of any provisions of the ordinance.

Port St. Lucie \$50.00 per inspection report submitted.

Duval County 1.5% of the cost of the inspection and report

St Johns County \$250.00 per inspection report submitted.

St. Johns County includes the following penalty fees.

- \$500.00 – Failure to provide the written Structural Safety Report in a timely manner.
- \$1,000.00 – making excavation which endangers adjoining property or buildings or is a menace to public health or safety.
- \$200.00 per unit – failure to provide unsafe notification to unit owners and tenants.
- \$500.00 – failure to maintain a building and structure in a safe condition, failure to maintain devices or safeguards in good working order.
- \$2,500.00 – failure to report life safety concerns.
 - \$5,000.00 – second offense
 - \$10,000.00 – third offense and every offense thereafter.
- \$1,000.00 – Failure to complete repairs or modification related to Structural Safety Inspection.



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Resolution 2024-10 Budget Amendment #3 for Dune Walkover Repairs

SYNOPSIS:

The City posted an invitation to bid for the reconstruction of six (6) beach access sites in need of new ADA dune walkovers located at 1921, 2071, 2613, 3145, 3259, and 3737 S. Atlantic Avenue. The City received proposals from 10 contractors. East Coast Marine Construction and Design, Inc. have provided the lowest total overall bid. The total cost for replacement of the 6 walkovers is \$504,163. A budget amendment of \$270,000 is needed for the completion of this project. The city will be getting some reimbursement from its insurance carrier and FEMA reimbursement grants are in the process of completion.

FISCAL IMPACT STATEMENT:

This budget amendment will increase the total FY 23-24 budget by \$270,000 to a total of \$20,173,800.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2024-10 Budget Amendment #3 to increase the Fiscal Year 2023-24 budget by \$270,000 for the non-priority dune walkover project.

SUGGESTED MOTION:

To approve Resolution 2024-10 Budget Amendment #3 to increase the Fiscal Year 2023-24 budget by \$270,000 for the non-priority dune walkover project.

ATTACHMENT: 1. Resolution 2024_10 Budget Amendment #3 FY 23_24

2. Exhibit A Budget Amendment #3

RESOLUTION 2024-10

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND FY 2023-2024 BUDGET, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, by Resolution 2024-10, adopted an operating budget for Fiscal Year 2023-24; and

WHEREAS, the City has found it desirable to amend FY 2023-24 budget to include additional expenditures for the covering of city dune walkover repair costs above budgeted amounts for FY 2023-24; and

WHEREAS, the City Commission desires to appropriate the necessary reserve funds for the continuation and completion of certain City operations; and

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

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

SECTION ONE: The Fiscal Year 2023-24 budget shall be amended as shown in Exhibit A.

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

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

VOSE LAW FIRM, CITY ATTORNEY

Adopted on first reading this _____ day of _____, 2024.

EXHIBIT A

06/19/2024 14:09 | CITY OF DAYTONA BEACH SHORES
 lrwin | BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| P 1
 | bgamdent

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	09	111	06/19/2024	DUNE	WALKS-LAST BUA	DUNE	1 2			
1	15720	60630		PARKS AND RECREATION	IMPROVEMENTS		1,219,900.00	270,000.00	1,489,900.00	
	001 -570-5720-60630	-			dune walkovers-final		06/19/2024			
2	13990	81600		OTHER INTERNAL SERVICES	TRANSFER FR FUND BALANCE		-2,942,400.00	-270,000.00	-3,212,400.00	
	001 -390-3990-81600	-			dune walkovers-final		06/19/2024			
** JOURNAL TOTAL								0.00		

CLERK: lirwin

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC	
2024	9	111									
BUA	15720-60630										
	06/19/2024	DUNE		DUNE	WALKS-LAST				T	IMPROVEMENTS	5 270,000.00
										dune walkovers-final	
BUA	13990-81600										
	06/19/2024	DUNE		DUNE	WALKS-LAST				T	TRANSFER FR FUND BALANCE	5 270,000.00
										dune walkovers-final	
										-----	-----
										.00	.00
BUA	10000-24100										
	06/19/2024	DUNE		DUNE	WALKS-LAST					APPROPRIATIONS	270,000.00
BUA	10000-17100										
	06/19/2024	DUNE		DUNE	WALKS-LAST					ESTIMATED REVENUE	270,000.00
										-----	-----
SYSTEM GENERATED ENTRIES TOTAL										270,000.00	270,000.00
										-----	-----
JOURNAL 2024/09/111 TOTAL										270,000.00	270,000.00

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2024	9	111	06/19/2024			
	10000-17100					ESTIMATED REVENUE	270,000.00	
	10000-24100					APPROPRIATIONS		270,000.00
						FUND TOTAL	270,000.00	270,000.00

** END OF REPORT - Generated by Irwin, Lory **



CITY COMMISSION AGENDA MEMORANDUM JUNE 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: System Admin, Title

PREPARED BY: Kurt Swartzlander, City Manager

SUBJECT: Discussion of City Manager Salary as per the requirements of the City Charter

SYNOPSIS:

On the June 11th city commission meeting an agenda item was discussed relating to the annual review of the city manager's performance (conducted by each member of the commission). The city manager received an average score of 4.98 out of 5. As per the city charter an annual review of performance was conducted but there was no review of the city managers salary. This agenda item is to address the annual salary review requirement of the charter.

FISCAL IMPACT STATEMENT:

Dependent upon City Commission action. The city manager's salary is budgeted through the annual budgetary process.

BACKGROUND:

The city charter for the city of Daytona Beach Shores states:

"Sec. 3.03. Compensation and annual evaluation of manager.

The city commission shall establish the salary and other benefits of the city manager, and shall at least annually review the salary. On the occasion of the annual salary review the commission shall make a systematic evaluation of the performance of the manager which shall be made a matter of public record."

On the June 11th city commission meeting an agenda item was discussed relating to the annual review of the city manager's performance (conducted by each member of the commission). The city manager received an average score of 4.98 out of 5. As per the city charter an annual review of performance was conducted but there was no review of the city managers salary. This agenda item is to address the annual salary review requirement of the charter.

LEGAL REVIEW:

RECOMMENDATION:

Commission Discussion

SUGGESTED MOTION:

Commission Discussion

ATTACHMENT: None