

# City of South Daytona

## Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • (386) 322-3014



### MEMORANDUM

To: James L. Gillis Jr., City Manager

From: Becky Witte, Deputy City Clerk

Re: Consideration of approving Resolution No. 2025-17 involving a funding agreement with the Volusia-Flagler Transportation Planning Organization for FY 2025-2026.

Date: June 25, 2025

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The Volusia-Flagler Transportation Planning Organization (previously the River to Sea Transportation Planning Organization -- R2CTPO) plays an essential role in shaping and funding transportation infrastructure throughout our region. As one of 22 member entities, the City of South Daytona benefits from coordinated planning support and access to competitive grant opportunities that help advance critical transportation improvements.

To support the Volusia-Flagler Transportation Planning Organization's operations and planning initiatives, each member contributes annually based on population. South Daytona's share, calculated at \$0.10 per capita, totals \$1,349 for the current fiscal year. This contribution ensures continued participation in the organization and eligibility for funding assistance.

At present, the City is actively working on seven transportation-related projects sponsored by the Volusia-Flagler Transportation Planning Organization, demonstrating the tangible benefits of membership. These projects include:

1. SJR2C Loop Trail – from Sauls Street/McDonald Road to Carmen Drive/Ridge Boulevard
2. Sauls Street Bridge
3. Reed Canal Sidewalks (North Side)
4. Reed Canal Park Bridge
5. Golfview Avenue Shared Use Path
6. Magnolia Avenue Shared Use Path
7. Traffic Camera Network

To maintain membership and continue accessing these funding opportunities, the City must execute the membership agreement and submit the annual dues. Therefore, staff respectfully requests that the City Council approve Resolution No. 2025-17 and authorize the budgeted expenditure of \$1,349 for the Volusia-Flagler Transportation Planning Organization member assessment.

## **RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING A FY 2025/2026 FUNDING AGREEMENT WITH THE VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Daytona desires to remain a member of the Volusia-Flagler Transportation Planning Organization; and

**WHEREAS**, the City agrees to allocate \$1,349 to the Volusia-Flagler Transportation Planning Organization. A value of which was determined as equal to \$0.10 per capita based on the 2024 BEBR estimates of population within local jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:**

**SECTION 1.** The City Council of the City of South Daytona hereby approves the Fiscal Year 2024-2025 Funding Agreement for the Volusia-Flagler Transportation Planning Organization and authorizes the City Attorney to review and the City Manager to execute said agreement; a copy of which is attached hereto and incorporated herein by reference.

**SECTION 2. Repealer.** All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 4. Effective Date.** This resolution shall take effect immediately upon its passage and adoption.

**THIS RESOLUTION APPROVED ON FIRST AND ONLY READING** this 22<sup>nd</sup> day of July 2025 by the City Council of the City of South Daytona, Florida.

**CITY OF SOUTH DAYTONA, FLORIDA**

\_\_\_\_\_  
William C. Hall, Mayor

ATTEST: \_\_\_\_\_  
James L. Gillis Jr, City Manager

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Wade C. Vose, City Attorney

**CITY OF SOUTH DAYTONA/VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION  
FY 2025/2026 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_ 2025, by and between the **CITY OF SOUTH DAYTONA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION, DBA the VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION (TPO)**, a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter "**Volusia-Flagler TPO**").

**WITNESSETH**

**WHEREAS**, the Volusia-Flagler TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; and

**WHEREAS**, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

**WHEREAS**, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

**WHEREAS**, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

**WHEREAS**, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

**WHEREAS**, the Volusia-Flagler TPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

**WHEREAS**, the CITY enters into this Agreement with the Volusia-Flagler TPO to provide it with funding to support the functions necessary to achieve the Volusia-Flagler TPO's desired role in planning the transportation system;

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the Volusia-Flagler TPO agree as follows:

**SECTION 1. RECITALS.** The CITY and the Volusia-Flagler TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

**SECTION 2. FISCAL YEAR 2025/26 FUNDING REQUIREMENTS.** The CITY shall allocate **\$1349.00** to the Volusia-Flagler TPO. Such funds shall be paid to the Volusia-Flagler TPO upon receipt of an invoice from the Volusia-Flagler TPO to the CITY. The payment shall be used for the Volusia-Flagler TPO fiscal year (FY) 2025/26 budget effective July 1, 2025. The funding provided to the Volusia-Flagler TPO by the CITY is equal to ten cents (\$.10) per capita based on the 2024 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

**SECTION 3. EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2025.

**SECTION 4. INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

**SECTION 5. MISCELLANEOUS**

- A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
- B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portions hereto.

- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

**SECTION 6. CONTROLLING LAWS**

- A. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City Manager now in effect and those hereinafter adopted.
- B. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- C. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

**SECTION 7. BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the Volusia-Flagler TPO and inure to the benefit of the successors or assigns of the parties.

**SECTION 8. NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

**CITY:** City Manager  
City of South Daytona  
P.O. Box 214960  
South Daytona, FL 32121

**Volusia-Flagler TPO:** Executive Director  
Volusia-Flagler TPO  
1540 Cornerstone Blvd., Suite 240  
Daytona Beach, FL 32117

**SECTION 9. AUDIT AND RECORD KEEPING PROCEDURES.** The Volusia-Flagler TPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

**SECTION 10. PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the Volusia-Flagler Transportation Planning Organization.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement as of the day and year first above written.

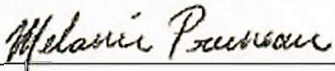
**VOLUSIA-FLAGLER TPO**

  
\_\_\_\_\_  
Signature

Print Name: Colleen Nicoulin

Title: Executive Director

**ATTEST:**

  
\_\_\_\_\_  
Signature

Print Name: Melanie Pruneau

Title: Administrative Assistant

**CITY OF SOUTH DAYTONA**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)