



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING MARCH 10, 2020

**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 Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes Feb. 25, 2020
- 7. CONSENT AGENDA:**
 - A. City Attorney February 2020 invoice

8. REPORTS OF THE CITY ATTORNEY:

9. REPORTS OF THE CITY MANAGER:

- A. City Manager report March 10, 2020

10. OLD BUSINESS:

- A. Ordinance 2020-04: Amending the Daytona Beach Shores Land Development Code tree removal exemption provisions for consistency with Sec. 163.045, *Florida Statutes*.

11. NEW BUSINESS:

- A. Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.
- B. Economic Development Grant Application 12019036: Lynn Jones-Kwik Stop Plaza-3348 S. Atlantic Avenue
- C. Economic Development Grant Application 12020003: Eri's Property, LLC-3344 S. Atlantic Avenue
- D. Economic Development Grant Application 12020004: Beach Bagel Cafe of Daytona, LLC-3344 S. Atlantic Avenue
- E. Ordinance 2020-05: An ordinance amending various sections of Chapter 14 (Zoning Regulations) of the Land Development Code relating to outdoor dining.

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL 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 386-763-5364, 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 7-1-1 or 1-800-955-8771.

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 COUNCIL MEETING
February 25, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Councilmember Mel Lindauer, Vice Mayor Richard Bryan
Excused: Councilmember Rick Frizalone and Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

- A. Employee Service Awards - Captain Michael Fowler 25 years
Gretchen Swift 15 years

Finance Director Kurt Swartzlander presented Gretchen Swift with a 15-year service award. He also mentioned that long-term employee Cyndi Cole was leaving the city due to her husband transferring to Tallahassee.

Public Safety Director Stephan Dembinsky presented Captain Michael Fowler with a 25-year service award and watch.

- B. Presentation from Fred Ferrell regarding Crosswalks

County Councilmember Billie Wheeler spoke briefly on the upcoming Census 2020. She encouraged everyone to respond as an accurate count helps to provide federal funds.

Fred Ferrell, from TEDS, gave a presentation on the pedestrian crosswalk located at Oceans West Blvd. and SR A1A. The crosswalk was originally built in the 1990's and has had very low utilization. Various alternatives were provided for moving the crosswalk. His recommendation was to relocate it to the SW quadrant using an angled approach. This would restrict the northbound left turns onto Oceans West Blvd. Mr. Ferrell encouraged the council to look at all the crosswalks citywide not just this one. CMBR Lindauer was concerned about this one in particular and would like something done.

6. APPROVAL OF MINUTES

- A. City Council Workshop and Meeting Minutes February 11, 2020

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to approve City Council Workshop and Meeting Minutes of February 11, 2020.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

7. CONSENT AGENDA:

- A. Public Safety January report
- B. Building Division January 2020 Report
- C. Community Services January 2020 Report
- D. Monthly Financial Report December
- E. Monthly Financial Report January

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

8. REPORTS OF THE CITY ATTORNEY:

City Attorney Branch explained that he has been working with city staff regarding Ordinance 2019-06 and the tenant lease subsidies and future business owner incentives. He has worked with Director Dembinsky to draft an ordinance for trespass on public property. He addressed concerns regarding the purchasing policy with the Finance Director. Finally, he met with staff to review initial charter revisions.

- A. City Attorney Report 2/25/2020

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report 2-25-20

City Manager Booker reported on the following: staff met with the City Attorney to review proposed charter revisions; attended a Volusia City Manager's meeting where the Honorable Michael Waltz spoke; Halifax Urgent Care site plan is approved, once the museum items are removed demolition can begin; Senior Center Director, Roni Jackson

plans to retire in June; demolition work on the Chase Bank site has begun next to City Hall.

10. OLD BUSINESS:

- A. Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.

City Planner Stewart Cruz provided a brief overview of the proposed ordinance. There were no changes between first and second reading. It was stated that there had been a very strong push from business owners to allow temporary activities a few times a year. A business may apply for a permit to include a tent and other advertising materials. There are restrictions in place for all aspects of the temporary activities. This would allow a business owner to have a total of 21 days each year for promotional activities. Each instance would be a minimum of three days. The question of enforcement was asked. Community Services Director Fred Hiatt responded that the city would keep an eye on businesses but would not micro-manage. The permit could be revoked if they were not complying or if complaints were received.

Audience members Jennie Celona and Peggy Rice spoke to the council. They were against the proposed ordinance and asked the council to deny it. They can appreciate the council being business friendly but did not want to see promotional activities in front of businesses. They felt it would be an eyesore and create a Main Street like appearance.

Vice Mayor Bryan wanted the item continued until the full council was present to vote. Director Hiatt explained that after the first reading, an application was created. There are some businesses who applied and were just waiting for the final adoption tonight. If it is not adopted at this meeting, the businesses would miss being able to display their products during Bike Week. Vice Mayor Bryan felt that citizen input should be considered for the ordinance.

Director Hiatt explained since there were no comments at all during the first reading, staff felt the ordinance was okay to proceed. City Attorney Branch stated that the council could adopt the ordinance with a sunset for only a 30 day trial. That would cover the Bike Week event. CMBR Lindauer felt a total of 21 days was excessive. He wants to make sure this doesn't change the city's character. Mayor Miller asked for a motion so council could discuss setting an expiration date. CMBR Lindauer made the motion but Vice Mayor Bryan did not second it. Mayor Miller passed the gavel so she could second the motion for discussion. Various amounts of time were discussed from 30 to 90 days. The council hoped to have two events occur during the time allotted. They eventually agreed on 60 days.

COUNCILMEMBER MEL LINDAUER moved, seconded by MAYOR NANCY MILLER to adopt Ordinance 2020-03 on second reading with an expiration date of sixty days.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

11. NEW BUSINESS:

- A. Ordinance 2020-02: Future Land Use Amendment CPA12019029, Atlantic Avenue Estates, LLC-Parcel ID 6302-05-07-0150/3828 S. Atlantic Avenue

City Planner Stewart Cruz explained that the applicant requested a continuance to create a development agreement until April 14th.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to continue the item until April 14th.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

- B. Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.

City Planner Stewart Cruz that with two councilmembers absent to hear the discussion, staff recommended continuing the item until March 10th.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to continue the item until March 10th.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

- C. Ordinance 2020-04: Amending the Daytona Beach Shores Land Development Code tree removal exemption provisions for consistency with Sec. 163.045, *Florida Statutes*.

City Planner Stewart Cruz provided background on the proposed ordinance regarding tree removal. This is a result from recently adopted State legislation. The state statute now preempts all residential lots, including multifamily and planned unit development (PUD) properties, from needing a permit for tree removal, providing documentation from a certified Arborist or landscape architect is obtained by the property owner. In addition, the statute exempts the property owner from having to replant the removed tree. If verification cannot be obtained, a new tree will need to be planted. It was noted that Code Enforcement would be utilized to assist in verification. The Planning & Zoning Board recommended approval.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to approve Ordinance 2020-04 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

- D. Economic Development Grant Application 12019036: Lynn Jones-Kwik Stop Plaza-3348

S. Atlantic Avenue

City Planner Stewart Cruz explained the grant application was received by the Economic Development Committee. The property is the Kwik Stop Plaza. If the grant is approved, it will aide the property owner in resurfacing the parking lot and updating the electrical lighting. The committee recommended a matching 50/50 grant in the range of \$7,400 to \$10,826. The owner was not present as he lives in Tennessee. Both Vice Mayor Bryan and CMBR Lindauer stated their objections to the grant. Mayor Miller asked for a motion so it could be properly discussed. The Vice Mayor made a motion and Mayor Miller passed the gavel to provide a second. CMBR Lindauer stated that he did not want to set a precedent for what he considered routine maintenance.

VICE MAYOR RICHARD BRYAN moved, seconded by MAYOR NANCY MILLER to Postpone the Economic Development Grant Application 12019036: until March 10th.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

E. Discussion and Consideration of RFP for City Attorney Services

Mayor Miller explained since CMBR Politis had requested the item and he was absent, she would like to continue the item until March 10th.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to continue the Discussion and Consideration of RFP for City Attorney Services until March 10th

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Mel Lindauer

12. COUNCIL COMMENTS:

Vice Mayor Bryan would like to consider breaking the RFP for City Attorney Services into two pieces. The first would be a RFQ and the second piece would request bids. He explained that he had done some research and found a few cities have a fixed price contract. He would like that considered. He will keep collecting data with city staff. After a brief discussion, it was decided to make this a workshop before the next meeting.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Workshop at 5pm to define the RFP for City Attorney services

15. ADJOURNMENT:

The meeting ended at 7:41 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

STENSTROM, McINTOSH, COLBERT & WHIGHAM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

WILLIAM L. COLBERT
FRANK C. WHIGHAM

KENNETH W. McINTOSH
RETIRED
ROBERT K. McINTOSH
RETIRED

300 INTERNATIONAL PARKWAY
SUITE 100
LAKE MARY, FLORIDA 32746
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OF COUNSEL
LONNIE N. GROOT
DAVID W. HALL
RAYMOND J. BRANCH, III
STACEY R. SPRINGER

February, 29, 2020

Michael T. Booker, City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118 C-50-803

BASIC SERVICES:

Prepare for and attend City Council Meetings on February 11th and February 25th, 2020, attend workshop; discussion with City Staff to obtain information and answer questions regarding the above items; general and miscellaneous telephone conferences with staff.

ADDITIONAL SERVICES:

1. CITY MANAGEMENT

Review e-mails inquiry of Vice Mayor Bryan re AG opinion addressing ability of council members to submit written memorandum of position on issues to other council members; compliance with Sunshine Laws; review opinion Vice Mayor provided; research AG opinions for any contradictory authority, submit comments and informal 2009 AG opinion in response to Vice Mayor Bryan's e-mail; e-mail from Ms. Schwab; review documents prepared and e-mail correspondence with City Officials and City staff; draft and submit City Attorney Report on CivicClerk for inclusion as part of agenda; e-mail from/to Vice Mayor Bryan re attendance at presentation given by another council member at which that would comply with Sunshine Law; review AG website; research Florida constitution [Art. 1, sec 24 (b)], Sec 286.011, Fla. Stat.; case law and AG opinions; draft and e-mail memorandum to all Council Member, Mayor Miller and and Mr. Booker; review CivicClerk referrals for City Attorney review and approval; review and approval attachments, ordinances and agreements;; telephone conference with Council Member Frizalone re absence from City Council meeting; review AGO's for whether proxy vote or call to meeting is permissible; send text message to Council Member Frizalone re allowance of telephoning meeting where quorum otherwise exists under "extraordinary circumstances"

TIME: 9.25 hrs

2. PLANNING & ZONING

Review agenda and attachments for upcoming meeting; multiple e-mails from Mr. Cruz and Ms. Schwab re Atlantic Avenue Estate and Planning and Zonning Board meeting; review

communications from Board Chair, Mr. Schmitz re intention of making Motion for Reconsideration of Comp Plan Amendment recommendation; review procedures under City Ordinance and Robert Rules of Order; send concurrence to Mr. Cruz's conclusions re untimeliness of motion; discuss requirements and effect of affirmative vote for reconsideration and forward to Mr. Booker, Ms. Schwab Mr. Cruz and Mr. Hiatt; review request from owner of Atlantic Avenue Estates to postpone hearing on zoning changes; attend meeting at City Hall; attend meeting with Mr. Cruz to discuss possible future Development Agreement with Atlantic estates, LLC; discuss issues involving DA's generally; e-mail from Vice mayor Bryan re Roberts Rule of Procedure sections allowing "smaller bodies" more flexibility on procedural rules;

TIME: 4.00 hrs

3. FLORIDA RETIREMENT SYSTEMS

Review recent article re Florida Retirement Systems (FRS) investment in China business subsidizing religious oppression in China; forward excerpt to Mr. Booker, Mr. Swartzlander and Mayor Miller; investment by FRS would include contributions on behalf of employees of City;

TIME: 0.25 hrs

4. ECONOMIC DEVELOPMENT ACTIVITIES

Prepare for and attend committee meeting with Mr. Booker; Council Member Frizalone and City staff at City Hall; prepare for and attend EDC Meeting at City Hall; ; review Oceans 25 project with developer and discuss grant applications; multiple e-mails from/to Mr. Cruz re Oceans 25 re Development Agreement and Economic Incentive Grants Agreement for Beach Bagel, Kwik Mart and Eris property; telephone conference with Mr. Cruz; re Beach Bagel and Kwik Mart; ordinance establishing grant incentives and guideline for approving grant applications; review applications, business development plan and other documentation furnished by Beach Bagel Café for economic development incentives; review ordinance at request of Mr. Cruz to determine compliance of applications to ordinance requirements; draft detailed analysis of ordinance as applied to applications; e-mail to EDC members; draft proposed Commercial Development/Renovation Grant Agreement for use in awarding "alternative" grant agreements; specifically, prepare agreement for 3348 S. Atlantic Avenue the "Kwik Mart Plaza"; e-mail to Mr. Cruz; e-mail from Mr. Cruz; request additional terms for commencement and termination of agreement; draft additional terms; telephone conference with Mr. Cruz; multiple e-mails from/to Mr. Cruz re Kwik Mart Plaza; e-mail from Council Member Frizalone re memorandum on application 2019-06 to application for economic incentives for Beach Bagel Café; receive and review e-mail chain from Mr. Cruz, and Mr. Tahiraj re application of Ordinance 2019-06 to Beach Bagel Café incentive applications; review other EDC members responses; receive and review e-mail chain re Mike's Galley and application of Ordinance 2019-06 to eligibility for owner grant; draft and e-mail reply summarizing previous memorandum opinion (s) on proper interpretation of Ordinance 2019-06;

TIME: 13.25 hrs

5. FINANCE/PURCHASING

Review Municipal Home Rule Powers Act, City Charter, City Ordinance, Case law re purchases by city officials of goods, supplies and services under \$25,000; draft and finalize memorandum opinion; submit to Mr. Swartzlander, Mr. Booker and Ms. Schwab; e-mail from Mr. Swartzlander

re FRS memorandum and follow-up on public safety office eligibility for cancer benefits under Section 112.1816, Fla.Stat.;

TIME: 4.25 hrs

6. PUBLIC SAFETY

E-mail from Mr. Hiatt re AC Chiller Agreement; continue working on Agreement; work on standard terms and conditions *Exhibit C) to contract; telephone conference with Mr. Hiatt re all contract exhibits and bid specifications; receive and review documents; finish final draft and e-mail to Mr. Hiatt; e-mails from/to Chief Dembinsky re drafting ordinance to arrest for trespass on City property; receive and review Waiver of Subrogation and Indemnification Agreement by Volusia County from Chief Dembinsky; telephone conference with Chief Dembinsky to discuss content of Agreement; also discuss preparing trespass ordinance for public buildings and public parks and authorizing sworn public safety officers to issue warnings to leave; draft proposed Trespass Ordinance and e-mail to Chief Dembinsky, Mr. Booker and Ms. Schwab; e-mails from/to Chief Dembinsky re 11th Federal Circuit Court of Appeals decision on constitutionality of city (St. Petersburg) trespass ordinance;

TIME: 9.00 hrs

7. TEMPORARY PROMOTIONAL ACTIVITIES

E-mail from Mr. Cruz re Temporary Promotional Activities draft ordinance; review ordinance; make suggested revisions; multiple e-mails to/from Mr. Cruz; review ordinance for appeals process; telephone conference with Mr. Cruz re general City appeals process and Appendix G-Land Development Code appeals process; finish final proposed changes and forward to Mr. Cruz; multiple e-mails from/to Mr. Cruz; review action items from Ms. Schwab on CivicClerk for Temporary Promotional Activities Ordinance on agenda for P & Z Board meeting;

TIME: 2.50 hrs

8. TREE REMOVAL

Multiple e-mails from/to Mr. Cruz; review of action item from Ms. Schwab on CivicClerk for Tree Removal Ordinance amendments; telephone conference with Mr. Cruz re additional changes to tree removal ordinance;

TIME: 1.50 hrs

9. CHARTER AMENDMENT

Receive and review draft of staff amendments to Charter from Ms. Schwab; begin edit of certain parts of proposed Charter Amendments; attend meeting at City Hall to go over proposed Charter Amendments; work through amendments article by article; review Charter revisions submitted by Ms. Schwab; work on further revisions to section addressing removal, vacancy and forfeiture of seat of Mayor or Council member; review draft Charter revisions from Ms. Schwab with requests from Mr. Swartzlander for opinion on the legal necessity for certain sections of Charter; research Florida Election Code, Florida Attorney General Opinions, The Florida Municipal Home Rule Powers Act and other legal authority; make further revisions to Charter;

TIME: 14.00 hrs

10. OPIOID LITIGATION

E-mail from Attorney Goldberg re regional telephone conferences with the AG to share updates about the national Opioid Litigation; notice that City may participate; forward to Mr. Booker;

TIME: 0.25 hrs

11. CODE OF ORDINANCE CHAPTER 16, SECTION 16-21

Telephone conference with Attorney Simpson re constitutionality of Chapter 16, Section 16-20 of the Code of Ordinances of the City of Daytona Beach Shores, motion to suppress by criminal defense attorney; advise Attorney Simpson that city has no objection to dismissal of prosecution for DUI for occupant of vehicle sleeping in parked car in offshore parking lot; review city ordinance in Chapter 16.

TIME: 0.50 hrs

BASIC SERVICES	=	\$ 2,500.00
ADDITIONAL SERVICES:		
58.75 hrs @ \$170.00/hr	=	\$9,987.50
TOTAL ATTORNEYS' FEES	=	\$9,987.50
 TOTAL BALANCE DUE	=	 \$12,487.50

Sincerely,

STENSTROM, McINTOSH,
COLBERT & WHIGHAM, P.A.



William L. Colbert

This statement is subject to the provisions of the Florida Prompt Payment Act, Section 218, Part VII, Florida Statutes.



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: March 10, 2020

TO: City Council: Mayor Nancy Miller; Vice Mayor Richard Bryan, Council Member Rick Frizalone; Council Member Mel Lindauer, and Council Member Michael Politis

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager Report

Halifax Health Services (HHS)

- Next week City Staff will meet with HHS and their design team. They are anticipating having "bid ready" documents in a week.

Economic Development

- Staff is re-working the current ED Incentive Ordinance to create a more coherent policy that will give City Council the opportunity to prioritize the types of incentives they wish to see. Doing so will provide staff with the necessary information to properly screen applicants and make consistent recommendations to City Council.

CENSUS

- Attached is a flyer listing all the upcoming meetings to be held by Mayor Miller and I. All meetings are open to the public. Also, a dedicated secure computer is available at the Community Center to enter your Census information if you prefer.

Port Orange/South Daytona Chamber

- On March 4, we met with local business representatives to discuss the possibility of joining the Chamber of Commerce. I hope to have more details at the upcoming council meeting.

cc:

Department Heads

City Attorney

PUBLIC INVITED



2020 Census Informational Meetings with The City Manager Booker & Mayor Miller



****Each meeting will have light refreshments****

- **March 11, 2020 7PM @ Oceans 4**
- **March 18, 2020 10:30AM @ Community Center**
- **March 19, 2020 7PM @ The Caribbean**
- **March 23, 2020 7PM @ Ocean Villas**
- **March 25, 2020 7PM @ The Grand**

**Follow us on Facebook
#MakeTheShoresCount
#ShoresCensus2020**





CITY COUNCIL AGENDA MEMORANDUM

MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-04: Amending the Daytona Beach Shores Land Development Code tree removal exemption provisions for consistency with Sec. 163.045, *Florida Statutes*.

SYNOPSIS:

Removing a tree within the City of Daytona Beach Shores generally requires a tree removal City permit with a few exceptions, including, but not limited to, single-family residential lots. Last year the State of Florida enacted Section 163.045, Florida Statutes (**Exhibit A**). This statute exempts all residential lots, including multifamily and planned unit development (PUD) properties, from needing a permit for tree removal, providing documentation from a certified arborist or landscape architect is obtained by the property owner. In addition, the statute exempts the property owner from having to replant the removed tree. The City is obliged to amend its tree removal regulations accordingly.

FISCAL IMPACT STATEMENT:

The anticipated fiscal impact will be minimal.

BACKGROUND:

A. BACKGROUND

All local government law is required to be consistent with Florida and Federal Law. The recently enacted Florida Statute, Sec. 163.045, requires the City to amend its Land Development Code accordingly. The proposed amendment language is below and contained in the ordinance attached (**Exhibit B**). Please note 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.

CHAPTER 14. – Zoning Regulations

Sec. 14-46. - Landscaping standards.

14-46.10. Exemptions.

Notwithstanding any other provision of this article to the contrary, any person may cut down, destroy or replace or authorize removal of one (1) or more trees, whose trunks lie wholly within the boundaries of property owned by said person without obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the following:

1. Said property is zoned by the City of Daytona Beach Shores for single-family use and a single-family dwelling is located on said property and it is owner occupied, providing the minimum landscaping and tree requirement standards of this Land Development Code are met, or
2. Said property contains trees which may have been determined by the City of Daytona Beach Shores to be deteriorated as a result of age, hurricane, storms, fire, freeze, disease, lightning or other Acts of God, or
3. Said property is within an existing public or private right-of-way or maintenance easement and contains trees which must be removed or thinned to insure the safety of the motoring public and to maintain visibility of oncoming traffic at intersecting public streets or such other trees which may disrupt public utilities, such as powerlines, drainage ways or similar public needs. Provided, however, as may be determined by the local government, specimen trees in public or private rights-of-way or utility easements may only be removed upon the issuance of a tree removal permit. Said tree so removed shall be replaced with a replacement tree and the location of said replacement tree shall be as determined by the City of Daytona Beach Shores, or
4. Said property contains trees which are planted and grown for sale to the general public or some public purposes. All licensed plant or tree nurseries and botanical gardens are included in this exemption., or
5. Historic trees shall only be removed upon approval of a tree permit granted by the city council., or
6. On residential properties wherein the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that a tree or palm, eight (8) feet or taller in height, presents a danger to persons or property. Evidence of said documentation shall be presented to the City upon request by the City. In the absence of the requisite documentation the City's Land Development Code regulations shall apply. Pursuant to Sec. 163.045(2), F.S., properties qualifying for this exemption are not required to replant the removed tree or palm.

B. ANALYSIS/IMPACTS

The exemption granted under the statute may have had the opportunity for widespread and acute abuse because the statute does not require presenting proof of the requisite documentation to the City. However, the proposed ordinance ensures that the City can request the requisite documentation and in the absence of such, the City's Land Development Code and legal remedies apply.

It should be noted the conversation surrounding the passage of the statute in question focused on

risky or unsafe trees that posed a threat to person or property. However, not all certified arborist and landscape architects are trained and certified in tree removal risk management. Therefore, there is still a potential for abuse by unscrupulous professionals.

LEGAL REVIEW:

RECOMMENDATION:

On February 10, 2020 the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of Ordinance 2020-04 as presented.

Staff recommends approval of Ordinance 2020-04 as presented.

SUGGESTED MOTION:

A City Council Member may motion one of the following:

1. "I move to adopt Ordinance 2020-04 as presented"

OR

2. "I move to deny Ordinance 2020-04 on the basis of..."

OR

3. "I move to adopt Ordinance 2020-04 with the following conditions."

ATTACHMENT:

1. Exhibit A-Sec163.045-FS
2. Exhibit B-Ordinance 2020-04-Tree Removal Exemption

Select Year: 2019

The 2019 Florida Statutes

<u>Title XI</u>	<u>Chapter 163</u>	<u>View Entire Chapter</u>
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.045 Tree pruning, trimming, or removal on residential property.—

(1) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

(2) A local government may not require a property owner to replant a tree that was pruned, trimmed, or removed in accordance with this section.

(3) This section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. [403.9321-403.9333](#).

History.—s. 1, ch. 2019-155.

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ORDINANCE 2020-04

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AMENDING THE *MUNICIPAL CODE OF ORDINANCES, LAND DEVELOPMENT CODE*; AMENDING APPENDIX “G”, CHAPTER 14 ENTITLED “ZONING REGULATIONS,” BY AMENDING SECTION 14-46 ENTITLED “LANDSCAPING STANDARDS,” AMENDING THE CITY’S TREE REMOVAL EXEMPTION PROVISIONS CONSISTENT WITH SECTION 163.045, *FLORIDA STATUTES*; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, among other things, the purpose and intent of the Daytona Beach Shores Landscaping Standards is to “promote innovative and cost-conscious approaches to the design, installation and maintenance of landscaping, and encourage water and energy conservation;” and

WHEREAS, Sec. 163.045(1), *Florida Statutes*, reads as follows: “A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property”; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes it is preempted by the State of Florida regarding the subject matter of this ordinance; and

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

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

WHEREAS, for purposes of this Ordinance, 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 ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Land Development Code*, Chapter 14, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Zoning Regulations,” as follows:

CHAPTER 14. – Zoning Regulations

Sec. 14-46. - Landscaping standards.

14-46.8. Permit Requirements for Tree Removal.

It is hereby unlawful for any person to cut down, move, remove or destroy through damaging or to authorize the same, of any tree or palm eight (8) feet or taller in height as defined in this article (Article II) without first obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the provisions of this article.

An inspection of related property by authorized building department personnel shall be required to determine compliance with said section 14-46.11, Tree Protection/Minimum Requirements, section 14-46.12, Specimen Tree Protection Survey Requirements and related standards through section 14-46.17, Stop Work Order of said Ordinance 89-7. The tree removal permit fee shall be specified in the current "Daytona Beach Shores Land Development Schedule of Fees," which is available at the office of the city clerk.

14-46.9. Applications, Variances, Appeals and Standards of Review.

The City of Daytona Beach Shores shall provide for applications, variances and appeals procedures in connection with the issuance of said permit in conformity with this article and shall cause the appropriate variance or appeals board to be aware of the standards of review as contained herein. The standards of review of said applications include but are not limited to:

- a. The extent to which the actual intended use of the property requires cutting down or destruction of trees.
- b. The desirability of preserving any tree by reason of its size, age, or some other outstanding quality, such as uniqueness, rarity or status as an historic or specimen tree.
- c. The extent to which the area would be subject to increased water runoff and other environmental degradation due to removal of the trees.
- d. The heightened desirability of preserving or enhancing tree cover in densely developed or densely populated areas.
- e. The need for visual screening in transitional areas, or relief from glare, blight, commercial or industrial unsightliness or any other affront to the visual or aesthetic sense on the area.
- f. The effect that changes in the natural grade will have on the trees to be protected and preserved.

14-46.10. Exemptions.

Notwithstanding any other provision of this article to the contrary, any person may cut down, destroy or replace or authorize removal of one (1) or more trees, whose trunks lie wholly within the boundaries of property owned by said person without obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the following:

1. Said property is zoned by the City of Daytona Beach Shores for single-family use and a single-family dwelling is located on said property and it is owner occupied, providing the minimum landscaping and tree requirement standards of this Land Development Code are met, or
2. Said property contains trees which may have been determined by the City of Daytona Beach Shores to be deteriorated as a result of age, hurricane, storms, fire, freeze, disease, lightning or other Acts of God, or
3. Said property is within an existing public or private right-of-way or maintenance easement and contains trees which must be removed or thinned to insure the safety of the motoring public and to maintain visibility of oncoming traffic at intersecting public streets or such other trees which may disrupt public utilities, such as powerlines, drainage ways or similar public needs. Provided, however, as may be determined by the local government, specimen trees in public or private rights-of-way or utility easements may only be removed upon the issuance of a tree removal permit. Said tree so removed shall be replaced with a replacement tree and the location of said replacement tree shall be as determined by the City of Daytona Beach Shores, or
4. Said property contains trees which are planted and grown for sale to the general public or some public purposes. All licensed plant or tree nurseries and botanical gardens are included in this exemption, or
5. Historic trees shall only be removed upon approval of a tree permit granted by the city council, or
6. On residential properties wherein the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that a palm eight (8) feet or taller in height, or tree presents a danger to persons or property. Evidence of said documentation shall be presented to the City upon request by the City. In the absence of the requisite documentation the City's Land Development Code regulations shall apply. Pursuant to Sec. 163.045(2), F.S., properties qualifying for this exemption are not required to replant the removed tree or palm.

SECTION TWO: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to landscaping and related standards are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four, Five, Six and Seven shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.



CITY COUNCIL AGENDA MEMORANDUM

MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.

SYNOPSIS:

[NOTE: Ordinance 2020-01 has returned to first reading due to substantive changes made in the proposed development agreement [see sections 4(k) and 5(c)]. These changes were precipitated as a result of the developer attempting to address citizen comments, made during and after the January 14, 2020 public hearing, regarding the quality of the proposed product.]

Ordinance 2020-01, if adopted, would approve a development agreement between the City of Daytona Beach Shores and Oceans 25, LLC to permit the development of 25 townhomes on the 2.13 acre City owned property located at 2900 S. Atlantic Avenue. The development agreement addresses property rights and the development concept of the site. If the ordinance is adopted, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Council, respectively.

FISCAL IMPACT STATEMENT:

This agreement calls for the City to expend up to \$100,000 for the relocation of sewer lines and will be funded from the sewer fund. As part of the economic development incentive program the city will be rebating 10% of the purchase price upon issuance of a certificate of occupancy if the project is completed within two years from the closing date of the purchase and sale of the property. This amount will be \$80,100 and will be funded by the proceeds from the sale of the property.

Currently, this property is not on the tax rolls and generates \$0.00 in ad-valorem tax dollars for the city and the city expends funds to maintain the existing landscaping. Upon completion this property will begin generating tax dollars based upon the appraised values after completion. It is estimated that the these costs will be recouped through the collection of ad-valorem taxes within 6-10 years.

BACKGROUND:

On June 25, 2019 the Daytona Beach Shores City Council approved the issuance of a Request for Proposal (RFP) regarding the purchase and development of the City owned property located at 2900 S. Atlantic Avenue. The sole respondent and awardee, Florida Lifestyle Homes and Land, Inc., has since formed Oceans 25, LLC to develop the site per the RFP. On November 12, 2019 Oceans 25, LLC and the City entered into a Purchase and Sale Agreement regarding the property in question.

The subject property is currently zoned Mixed Use District and approved for a 50ft high 60-unit condo development with 11,400sf of commercial space. Therefore, a development agreement is necessary to permit the development of the proposed 25 townhome development. If adopted, Ordinance 2020-01 would approve the proposed development agreement and permit the development in question.

The development agreement is for a two year period, however, the developer anticipates acquiring the Final Certificate of Occupancy (CO) within nine (9) months after closing on the purchase of the property. Among other things, the development agreement also provides for the following:

1. Sec. 4(f): Three (3) deviations are granted: (i) front yard setback of 15 ft on S. Atlantic Avenue and Oceans West Boulevard and 10 feet on Ridge Road in lieu of the Mixed Use District required 30 ft; (ii) no commercial component as required by the Mixed Use District; and (iii) No loading zone as required by the Land Development Code.
2. Sec. 4(g): A limitation of 25 townhomes for construction on the site.
3. Sec. 4(h), A deed restriction requirement and covenant limiting the use of the property solely for townhome use.
4. Sec. 4(k), Ancillary improvements such as roof overhangs, patios, balconies, etc, are permitted in the building setback areas.
5. Sec. 5(b): The City shall provide \$100,000 in escrow for the developer to utilize in the relocation of City sewer utilities on the property.
5. Sec. 5(c): The City shall grant the developer a purchase price rebate of 10% pursuant to the City's economic Development Incentive Program in the amount of \$80,100 at the issuance of the Final CO so long as the Final CO of the 25th townhome is obtained within two (2) years of closing.
6. Sec. 5(d): The developer shall grant underground utility and access easement for all water and sewer facilities.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-01 as presented.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve of Ordinance 2020-01 as presented"

OR

2. "I move to approve of Ordinance 2020-01 with the following conditions..."

OR

3. "I move to deny Ordinance 2020-01 on the basis of the following "

- ATTACHMENT:**
1. Ordinance 2020-01-Oceans 25 DA-CC2
 2. Development Agreement 021320-Revised-2-14-20
 3. DA EXHIBITS-2-19-20

ORDINANCE 2020-01

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY OWNED BY OCEANS 25, LLC IN ACCORDANCE WITH THE PROVISIONS OF THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT” AS SET FORTH AT SECTIONS 163.3220 - 163.3243, *FLORIDA STATUTES*; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Oceans 25, LLC and the City of Daytona Beach Shores have considered and processed and the City Council of the City of Daytona Beach Shores hereby approves and enacts the Development Agreement, as set forth in the Exhibit to this Ordinance (which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim), all of said actions occurring pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*; and

WHEREAS, Patrick Sullivan and William Humbert are the managers of Oceans 25, LLC; and

WHEREAS, the City of Daytona Beach Shores and Oceans 25, LLC have complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the application relating to the proposed land use approvals and authorization of zoning entitlements pertaining to the property referenced in the Development Agreement as well as the recitals (whereas clauses) to this Ordinance.

(b). The findings of the provisions of the subject Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC as set forth in the Exhibit to this Ordinance is hereby approved and enacted. The said Exhibit attached to this Ordinance is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION AND IMPLEMENTATION; SCRIVENER'S ERRORS.

- (a). The provisions of this Ordinance shall be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (b). The City Manager, or designee(s), is hereby authorized to take any and all actions necessary to implement the provisions of this Ordinance.
- (c). The City Attorney shall assist the City Manager in the implementation of this Ordinance as may be necessary and required.
- (d). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.
- (e). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION FIVE: CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon closing of the subject property and the full transfer of ownership from the City of Daytona Beach Shores to Oceans 25, LLC.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form:

RAYMOND J. BRANCH, CITY ATTORNEY

Passed on first reading this ___ day of _____, 2020.

Enacted on second reading this ___ day of _____, 2020.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

The undersigned developer concurs in each and every respect to the provisions of the subject amendment to the subject Development Agreement and the provisions of this Ordinance.

OCEANS 25, LLC, a Florida limited liability company.

Patrick Sullivan

Date: _____, 2020

William Humbert

Date: _____, 2020

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Brendan R. Galbreath and Shannon M. Galbreath, and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida

Print Name: _____

Prepared by:

Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd.
Suite 900
Daytona Beach, Florida 32118

Return To:

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

Tax Parcel Identification Number: 532706040020 (Altkey: 5085317).

**OCEANS 25, LLC/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT
PROPERTY PERTAINING TO 2900 SOUTH ATLANTIC AVENUE**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between Oceans 25, LLC, a Florida limited liability company, registered and authorized to conduct business in the State of Florida, whose principal address is 1757 North Nova Road, #108G, Holly Hill, Florida 32117 and whose mailing address is Post Office Box 227, Daytona Beach, Florida 32115, to be legal and equitable owner (under a separate purchase and sale agreement between the parties), hereinafter referred to as the "PROPERTY OWNER", and the City of Daytona Beach Shores, Florida, a municipal corporation of the State of Florida, holding tax exempt status, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the PROPERTY OWNER is the future owner of real property located at 2900 South Atlantic Avenue in Daytona Beach Shores (Exhibit "A") (referred to from time-to-time as the "premises" in this Development Agreement and which is the subject of the conceptual site plan referenced herein and attached as Exhibit "B" to this Development Agreement) and, further, which property is currently owned by the CITY; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in developing a high quality residential development to benefit the economy and well-being of the CITY as a general matter; and

WHEREAS, the CITY desires to provide economic and other benefits to the citizens of the CITY in order that they may continue to enjoy a high quality of life within a well-planned community; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY shall adopt and enforce land development regulations for the purpose of implementing its *Comprehensive Plan* and protecting the public health, safety,

and general welfare; and

WHEREAS, pursuant to the *Florida Local Government Development Agreement Act*, as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10 (now codified at Chapter 15, Appendix "G", *Land Development Code, Code of Ordinances of the City of Daytona Beach Shores*) to implement the provisions of the referenced statutory provisions; and

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

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

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

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

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

WHEREAS, the enactment of development agreements by ordinance results in the enactment of the development agreement effectuating and memorializing the zoning and land use entitlements of the property which is the subject of each development agreement; and

WHEREAS, the City Council of the CITY has enacted a series of economic incentive programs which programs are summarized as follows:

A. LAND PURCHASE ECONOMIC DEVELOPMENT PROGRAM:

To encourage the renovation, development, redevelopment and productive use of lands and buildings within the City, the City Council may enter development agreements, which may relate to either City-owned or non-City-owned real property and provide the purchaser of the land with a grant of up to a 10% of the purchase price to allow the purchaser to use the funds to assist in the development of the real property or in order to assist in the build out of the property in a high quality plan of development.

B. ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM:

This Program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to new businesses within the City over a 3 year period of time in order to assist selected businesses to commence economic activity and remain a going concern. Leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease: Existing businesses which desire to relocate to a larger space in the City which relocation will result in enhanced business operations or employment and businesses which extend a lease for a longer term of at least 3 years when the extension will result in enhanced business operations or employment shall also be eligible for the same benefits. The total amount of this incentive may not exceed \$20,000.00.

C. ALTERNATIVE GRANT PROGRAM:

In the event that an owner of real property has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example, facade or beautification grant agreements; provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than that the City would enjoy under a lease subsidy award. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held or the business operated. The total amount of the grant under an agreement may not exceed \$20,000.00.

D. BUSINESS LOYALTY PROGRAM:

The owner of an eligible business may receive a reimbursement of part of its certificate of use fee and a reduction in its local business tax for a period of time.

E. ALTERNATIVE TAX RELIEF PROGRAM:

The owner of real property may receive a negotiated amount of refunds of City fees and ad valorem taxes for a negotiated period of time.

; and

WHEREAS, the City staff must conclude and advise the City Council of the CITY that any of the aforementioned proposed economic incentives are compliant with the ordinances that the City Council has enacted after due and required vetting and analysis; and

WHEREAS, Section 166.021(8),) *Florida Statutes*, with particular emphasis on the **emphasized text**, provides as follows:

(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and

stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to

the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities.

; and

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

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

WHEREAS, the City Council of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the CITY and is consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the PROPERTY OWNER and the CITY have complied with all requirements and procedures of Florida law in processing and advertising this Development Agreement; and

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

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

SECTION 1. RECITALS/FINDINGS.

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

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

SECTION 2. PREMISES.

(a). The PROPERTY OWNER hereby designates, and the CITY hereby accepts, the following described tract of real property as the legal description for the premises for the purposes of this Development Agreement:

(LEGAL DESCRIPTION) – See attached Exhibit “A”.

(b). The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER as the contract purchaser of the CITY-owned property.

SECTION 3. SITE , ELEVATIONS, LANDSCAPING PLANS FOR DEVELOPMENT.

The attached conceptual site plan for development of the premises (Exhibit “B”); elevations plans (Exhibit C) and conceptual landscaping plans (Exhibit D) are hereby approved by the terms and conditions of this Development Agreement.

SECTION 4. TERMS AND CONDITIONS RELATIVE TO THE

PREMISES.

(a). In addition to all other covenants, obligations, duties and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for development of the premises (Exhibit "B").

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

(c). The public facilities that will service the development of the premises shall continue as the premises are currently served. All necessary public facilities shall be available concurrent with the impacts of the development.

(d). The public purposes and benefits that are derived and provided by the development of the premises as set forth in this Development Agreement include the enhancement of the City's ad valorem tax base by placing tax exempt property into economic use. Further, sale of City-owned real property shall provide necessary funding for the economic development programs of the City. Moreover, the increased residents of the CITY resulting from the economic activity and residential development set forth in this Development Agreement shall assist in the development of the critical population and resident mass that will act as a catalyst for future successful economic activity and development within the CITY.

(e). All development permits normatively needed to be approved for the development of the premises shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no *Comprehensive Plan* amendments or changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the premises nor any required submissions to or approvals from Volusia County; the State of Florida (departments of Economic Opportunity, Environmental Protection, Transportation, or such other department or agency of the State as may be applicable); the United States Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency or any other Federal departments or agencies with competent jurisdiction over any aspect of the approved development, but such requirements are not precluded by this Development Agreement and the parties recognize and agree that the CITY is adhering to the provisions of Section 166.033, *Florida Statutes*.

(f). The deviations as set forth below for the proposed development of

the premises in accordance with Exhibit "B" have been granted by the CITY with regard to the provisions of the CITY's land development regulations and the City agrees to the development of the premises associated with the plan of development set forth in this Development Agreement.

- (i) Front Yard Setback of 15 ft. on S. Atlantic Avenue and Oceans West Boulevard and 10 feet on Ridge Road (vs 30 feet required by CITY's land development regulations).
- (ii) No commercial component to the proposed residential use (vs. MXD (Mixed Use District) requiring a commercial component).
- (iii) No loading zone (vs. 40ft x 12 ft. loading zone required by CITY land development regulations)

(g). Notwithstanding the plan of development set forth in the conceptual site plan for development of the premises (Exhibit "B"), the maximum number of townhomes that may be constructed on the premises shall be 25.

(h). The maximum number of townhomes (25) shall be implemented as a deed restriction and a covenant that runs with and burdens the premises and the use as townhome development shall also be a limiting deed restriction that shall be implemented during the course of the closing of the purchase and sale transaction.

(i). The parties recognize that it is the intent of the PROPERTY OWNER to obtain the final certificate of occupancy for the development project contemplated under this Development Agreement no later than 9 months following the Closing of the purchase and sale of the premises.

(j). Prior to the issuance of the first certificate of occupancy the PROPERTY OWNER shall have established in accordance with controlling law, as to the reasonable satisfaction of the CITY, a mandatory homeowners association to manage and maintain common areas and matters of a similar nature.

(k) Notwithstanding the setbacks set forth above, ancillary improvements to the townhomes may encroach into the building setback areas. Ancillary improvements shall include roof overhangs, balconies, patios, porches, fences, walls, landscaping, irrigation, and utilities.

SECTION 5. ECONOMIC DEVELOPMENT INCENTIVES AND PROPERTY OWNER CONTRIBUTIONS.

(a). The CITY has agreed to sell the premises, which is currently CITY-owned property for a sum substantially less than the appraised value of the property under the provisions of the purchase and sale agreement.

(b). The parties acknowledge that there are sewer utility facilities located on the premises (a force main, etc.) and the costs for such work shall be borne by the CITY, but shall be made a part of the PROPERTY OWNER's program of development. The payment shall be made from funds from the Closing which occurs from the purchase and sale of the premises. The sum of \$100,000.00 shall be deposited by the City with the Closing Agent at closing be held by the Closing Agent, acting as Escrow Agent (said sum representing the estimated costs of utility relocation plus a 10% contingency amount). Upon work being accomplished, the PROPERTY OWNER shall receive draws from the withheld amount to pay for contractor charges to accomplish the utility relocation. The stated sum shall be a not-to-exceed amount payable for the work by the CITY. Any balance remaining in escrow upon the completion of the relocation shall be delivered by escrow agent to the City.

(c). With regard to benefits paid by the CITY to the PROPERTY OWNER under the CITY's economic development incentive programs, the CITY agrees as follows: The PROPERTY OWNER will receive a 10% reimbursement of \$80,100.00 for the purchase of the subject CITY-owned property at the issuance of a certificate of occupancy for the 25th townhome certificate of occupancy as contemplated under the plan of development authorized under this Development Agreement so long such 25th townhome certificate of occupancy is issued within two (2) years from the date of Closing of the purchase and sale of the premises by the Owner from the City.

(d) The PROPERTY OWNER shall grant to the CITY at no cost a underground utility and access easement over all water and sewer facilities located on the premises.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. The City shall waive all City impact fees, application fees, and review fees for the development of the premises and shall expedite all review.

SECTION 7. REMEDIES.

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

SECTION 8. TIME IS OF THE ESSENCE.

Time is of the essence of the lawful performance of the duties and obligations contained in this Development Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Development Agreement.

SECTION 9. HEADINGS/CAPTIONS.

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

SECTION 10. FORCE MAJEURE.

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

SECTION 11. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

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

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

SECTION 12. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto.

Exhibit A - Survey and Legal Description of the Premises
Exhibit B - Conceptual Development Plan
Exhibit C - Elevations
Exhibit D - Landscaping Plan

SECTION 13. PUBLIC RECORDS.

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

(b). **IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE PROPERTY OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS; CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.**

SECTION 14. EQUAL OPPORTUNITY.

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

SECTION 15. CONFLICT OF INTEREST.

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

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining

to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's land development regulations and the codes and ordinances of the CITY. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Development Agreement.

SECTION 17. NOTICES.

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

For the CITY:

Mr. Mike Booker
City Manager
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32771

For the PROPERTY OWNER:

Oceans 25, LLC
Attn.: Patrick E. Sullivan
1757 North Nova Road
#108G
Holly Hill, Florida 32117

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

SECTION 18. INTERPRETATION; APPLICABLE LAW; VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. The specific provisions of this Development Agreement shall prevail

over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 19. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

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

SECTION 20. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

- (a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.
- (b) If the City Council of the CITY finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Council upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.
- (c) A substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", Land Development Code, Code of Ordinances of the City of Daytona Beach Shores. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", *Land Development Code, Code of Ordinances of the City of Daytona Beach Shores*. Substantial modification shall mean any modification that is inconsistent

with the substantial compliance definition contained in Sec. 202 of the City's LDC.

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

SECTION 21. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

- (a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.
- (b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under this Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained this Development Agreement or land which is the subject of this Development Agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the CITY.

SECTION 22. ATTORNEYS FEES AND COSTS.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

SECTION 23. SEVERABILITY.

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

SECTION 24. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

- (a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.
- (b) This Development Agreement shall be in effect for a period of twenty-four (24) months, but may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the CITY has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.
- (c) Prior to the completion of the project and at the issuance of a certificate of occupancy by the CITY, the CITY may review this Development Agreement as well as at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 25. COUNTERPARTS.

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

SIGNATURE PAGES FOLLOW:

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

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor
Date: _____

Michael T. Booker, City Manager

Approved as to form and legality:

Raymond J. Branck, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

OCEANS 25, LLC, a Florida limited liability company

Printed Name

By: _____
Patrick E. Sullivan
Manager

Printed Name

Acknowledgment

State of Florida)

County of Volusia)

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

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

{Legal Description and Boundary Survey}

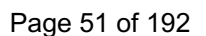


Exhibit B
{conceptual plan}

Exhibit C
{Elevations}

Exhibit D
{Conceptual Landscaping Plan}

PART OF BLOCKS D AND E, MCELROYS BELLEVIEW SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROYS BELLEVIEW WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROYS BELLEVIEW A DISTANCE OF 951.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROYS BELLEVIEW A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1349.46 FEET, AND A CENTRAL ANGLE OF 10°26'41", AN ARC LENGTH OF 246.00 FEET, AND A CHORD DISTANCE OF 245.66 FEET, BEARING SOUTH 37°35'54" WEST, TO A POINT OF REVERSE CURVATURE CONCAVE NORTHWESTERLY; SAID POINT BEING THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF OCEANS WEST BLVD., A 70 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT; AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 114°53'36", AN ARC LENGTH OF 50.13 FEET, AND A CHORD DISTANCE OF 42.14 FEET, SOUTH 13°42'12" EAST, TO A POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 18°24'11", AN ARC LENGTH OF 20.88 FEET, AND A CHORD DISTANCE OF 20.79 FEET, SOUTH 80°21'06" WEST TO THE POINT OF TANGENCY; THENCE SOUTH 89°33'11" WEST ALONG AFORESAID NORTHERLY RIGHT-OF-WAY 294.31 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE AND AFORESAID NORTHERLY RIGHT-OF-WAY SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 63°47'22", AN ARC LENGTH OF 139.17 FEET TO A POINT ON THE EASTERLY LINE OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT AFORESAID; THENCE NORTH 27°22'EAST ALONG SAID EASTERLY LINE OF OCEANS WEST 162.05 FEET, THENCE NORTH 49°29'36" EAST, A DISTANCE OF 256.83 FEET TO THE NORTHERLY LINE OF MCELROYS BELLEVIEW, AFORESAID, AND THE POINT OF BEGINNING.

CONTAINS 2.13 ACRES MORE OR LESS.

EXHIBIT A - LEGAL DESCRIPTION

PROJECT: OCEANS 25

SCALE: NONE

FILE: 894-BASE 4

DATE: 12/18/19

THE PERFORMANCE GROUP

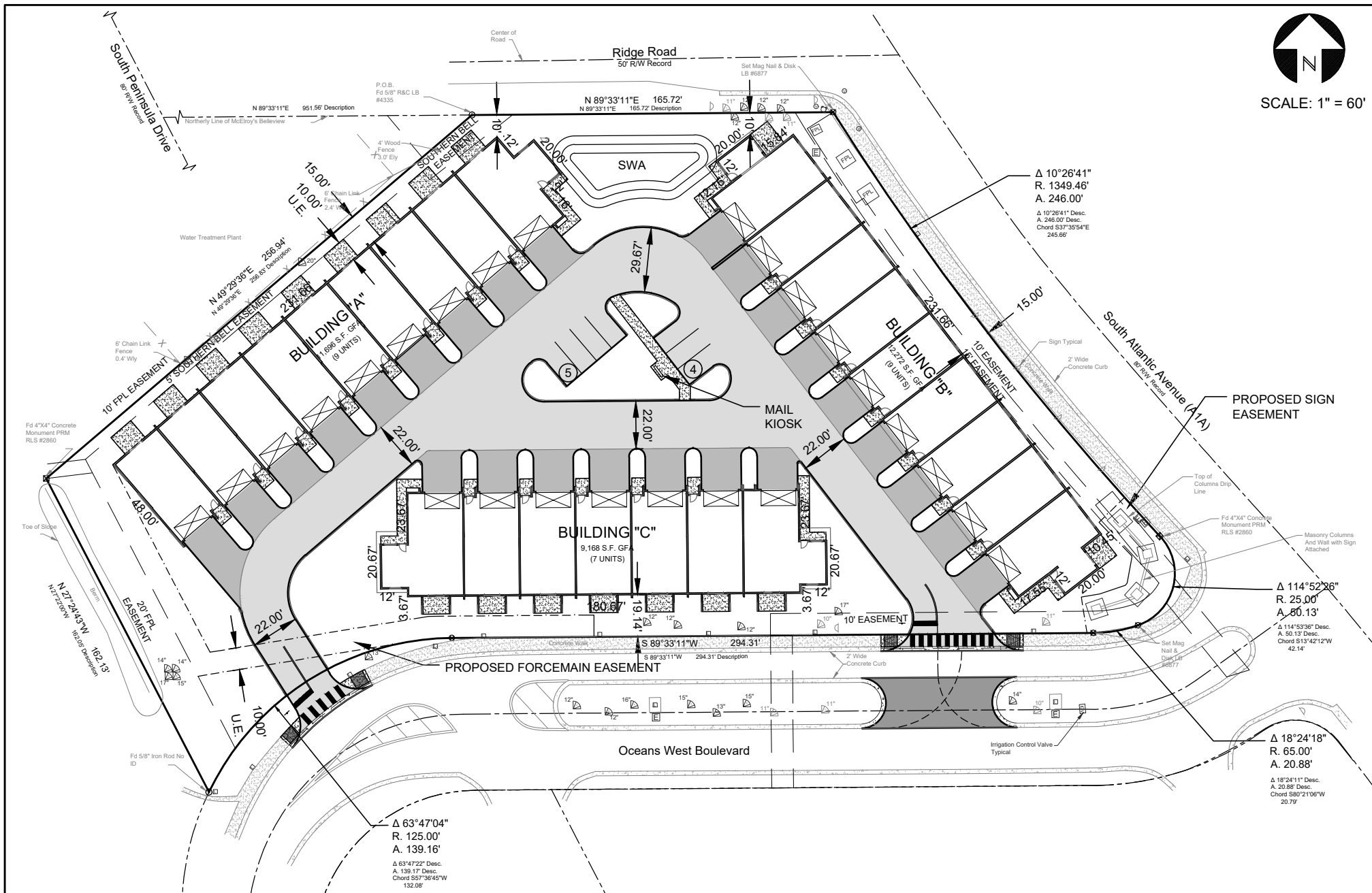
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



SCALE: 1" = 60'



NO.	DATE	REVISION

EXHIBIT B - OVERALL DEVELOPMENT PLAN

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: 1"=60'

DATE: 12/18/19; 2/17/20

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



NO.	DATE	REVISION

EXHIBIT C - SAMPLE ELEVATION

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: NONE

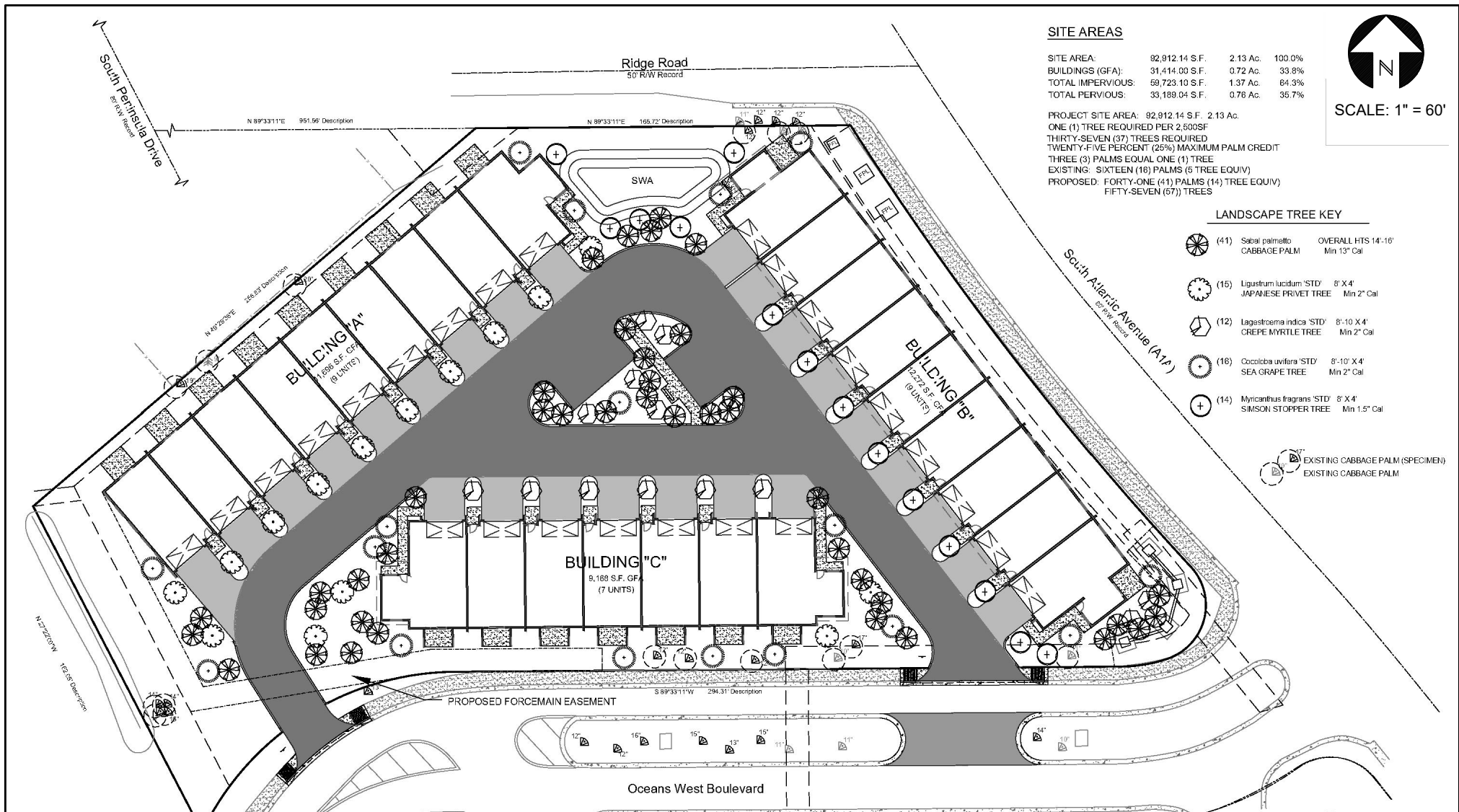
DATE: 12/18/19; 2/17/20

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



NO.	DATE	REVISION

EXHIBIT D - LANDSCAPING

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: 1"=60'

DATE: 12/18/19; 2/18/20

THE STERN DESIGN GROUP, P.A.
 Landscape Architects Land Planners

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



CITY COUNCIL AGENDA MEMORANDUM MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Economic Development Grant Application 12019036: Lynn Jones-Kwik Stop Plaza-3348 S. Atlantic Avenue

SYNOPSIS:

NOTE: This item was continued from the February 25, 2020 City Council meeting as Council members in attendance desired full Council participation regarding this item.

On November 25, 2019, the City received economic development grant application 12019036, an application by William Familia, agent for Lynn Jones, owner of the property located at 3348 S. Atlantic Avenue, just across from the Dolphin Beach Club Resort. The application is for an economic development alternative grant that would assist the property owner with the costs associated with repaving and re-striping the property's parking lot and installing a new modern lighting system on the exterior of the plaza building.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Ordinance 2019-06 (attached), which established an Economic Development Commercial lease Subsidy Program. Sec. Four (k) of the ordinance establishes an alternative grant provision permitting by way of example only, facade or beautification grant agreements capped at \$20,000 "provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than the City would enjoy under a lease subsidy award."

The owner of the Kwik Stop Plaza located at 3348 S. Atlantic Avenue is applying for an alternative grant to re-asphalt and re-stripe the parking lot with approximately 1,020 square yards of asphalt. The parking lot is currently faded, has potholes and uneven. Re-asphalting and re-striping will address these issues and make the site more visually appealing and safe.

In addition, the owner is proposing to remove and install a new lighting system on the exterior of the building. This program includes replacing the outmoded exterior of fixtures, photocells, wall packs and conduits. The improved lighting will make the overall site a safer place to conduct business.

According to the quotes provided in the application, the total cost of the project would range from \$14,795 to \$21,353 depending on the contractors selected. Contractor selection is typically a function of availability, cost and other factors. The applicant has indicated the contractors with the lowest bids, if available, would be selected.

LEGAL REVIEW:

RECOMMENDATION:

NOTE: The Economic Development Committee has established an internal evaluation criteria and guidelines for recommendations. The guidelines recommend all improvement grants be matching dollar for dollar. If approved, the committee recommends the dollar for dollar match, which equals a payout range of \$7,397.50 to \$10,826.50. The proposed agreement caps the payout at \$20,000 per Ordinance 2019-06, however the reimbursement would be based on actual costs expended within the scope of the project as approved by the City Council.

A grant evaluation worksheet is also attached to assist in the City Council's decision making process.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Economic Development Grant Application 12019036 and its accompanying grant agreement as presented."

OR

2. "I move to approve Economic Development Grant Application 12019036 and its accompanying grant agreement with the following conditions..."

OR

3. "I move to deny the application and its accompanying grant agreement on the basis of the following..."

- ATTACHMENT:**
1. Alternative Grant Application 12019036-3348 S. Atlantic Avenue-Lynn Jones-Kwik Stop Plaza
 2. Grant Agreement-Lynn Jones-Kwik Stop Plaza-3348 S. Atlantic Ave
 3. ord 2019-06 economic development
 4. Lynn Jones-Kwick Stop Plaza-Grant Evaluation Worksheet

12019036

491816
RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME: *William W. Familia*

CONTACT PERSON (if an entity):

ADDRESS: *3619 Tresto St*

CITY: *D.B.*

STATE: *FL*

ZIP: *32168*

TELEPHONE: *407-467-8198* FAX:

EMAIL ADDRESS: *billfamilia@aol.com*

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☒ Sole proprietorship/individual

☐ Corporation

☐ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☐ New Business (Buildout or Lease Subsidy)

☐ Existing Business Expansion

☐ Existing Business Relocation

☐ Existing Business Lease Extension

Other

☐ Land Purchase

☒ Façade/Beautification

☐ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: *3348 South ATLANTIC Ave.*

City: *D.B. S.*

State: *FL*

Zip: *32118*

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ 1,826.96 Year: 2019
Maximum New Investment Value \$ 20,000.00
Certified by a licensed Florida Engineer or Architect \$

PROJECT DESCRIPTION:

- ① Replace 11 fluorescent light fixtures with LED vapor tight fixtures. Replace in wall pack with new LED ballast bypass lamp. Replace conduit for lighting with new. Install new photocell to control new lighting.
- ② Parking lot, Resurface Area with approx. 1,020 sq ft of S-3 Type Asphalt. Paint to match existing with D.O.T. Certified Paint.

PROJECT BENEFITS TO THE CITY:

To secure new tenant.
To improve customer safety.
~~REPAIR~~ Beautification of parking lot

REQUIRED PROJECT CHECKLIST:

- ☒ Certification by Applicant
☒ Application Authorization or Affidavit of Ownership
☒ Site plan, building plans, elevations and a detailed scope of work
☐ Business Plan
☒ Estimate by a Licensed Engineer or Architect certifying amount of new investment
☒ Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: *William W. Familia* DATE: *11-25-2019*

PRINTED NAME: *William W. Familia*

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this *25* day of *November*, 20 *19* by *William Familia*, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires



Cheryl Lee Thibault

Printed Name:

NOTARY PUBLIC *Cheryl Lee Thibault*

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: *3348 South Atlantic Ave. D.B.S., Fl, 32118*
TAX PARCEL ID: *533503050050*

Signed and sealed
in the presence of:

William W. Familis

WITNESS #1 (Signature)

William W. Familis

NAME PRINTED

Melinda M. Familis

WITNESS #2 (Signature)

Melinda M. Familis

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

Lynn Jones

OWNER (Printed Name)

[Signature]
OWNER (Signature)



Sylvester The foregoing instrument was acknowledged before me this *14* day of *Nov*, 20*19*
by *Lynn Jones*, who is personally known to me, OR who has
produced *driver's license* as identification and did (did not) take an oath.

My commission expires:

April 25, 2020

Printed Name: *Erica N. Malone*
NOTARY PUBLIC *Erica N. Malone*

*NOTE: If more than one owner please provide additional affidavit of ownership
for each owner.

AUTHORIZATION TO APPLY

I, Lynn Jones, am the owner of the following described
property: 3348 South ATLANTIC Ave, D.B.S., FL
PROPERTY ADDRESS: 32118

I do hereby authorize the following named individual or entity to apply for an
Economic Development grant and enter into an agreement with the City of
Daytona Beach Shores.

AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

William W. Familla, Coastal Living R.E. LLC

PROPERTY OWNER (1) (Print Name)
(Name)

LYNN JONES

PROPERTY OWNER (2) (Printed

PROPERTY OWNER (1) (Signature)
(Signature)

[Signature]

PROPERTY OWNER (2)

STATE OF FLORIDA

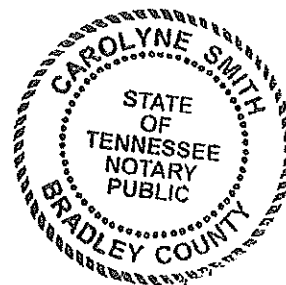
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of October
2019 by LYNN JONES, who is personally known to me,
OR who has produced Driver's License as identification and did (did
not) take an oath.

My commission expires: 2/10/2021

Carolyn Smith

Printed Name: CAROLYN Smith
NOTARY PUBLIC



[Signature]
10/29/19



Electric Company, Inc.

—Commercial, Residential, Industrial Wiring

1700 South Seagrave Street
South Daytona, FL 32119
Phone 386-767-5895
Fax 386-767-6260
EC00001538
www.GilesElectricCompany.com

PROPOSAL

RECEIVED
NOV 25 2019
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Date	November 12, 2019		
Company Name	Lynn Jones Residence	Job Name	Lynn Jones Residence
Contact	Lynn Jones	Job Contact	Lynn Jones
Address	3348 South Atlantic Avenue	Job Address	3348 South Atlantic Avenue
CSZ	Daytona Beach, FL 32118	Job CSZ	Daytona Beach, FL 32118
Phone	(407)467-8198	Fax	
Email	billfamilla@aol.com		

We hereby submit specified estimate for Miscellaneous Electrical to include the following:

- Demo (11) Fluorescent vapor tight light fixtures.
- Demo (1) 120volt Wall pack light fixture.
- Furnish and install (11) LED Vapor tight light fixtures.
- Furnish and install (1)120volt knuckle photo cell.
- Furnish and install (1) weatherproof single gang bell box.
- Furnish and install (1) weatherproof single gang blank plate.
- Check for proper function and operation of light fixtures.
- Clean up and dispose of light fixtures.

- Price includes all items listed above.
- Should permitting be required, this proposal is contingent upon permit approval by the Authorities Having Jurisdiction. Should such authorities require design changes, this proposal may have to be modified.
- Proposal is based on a 40 hour work week, 8 hours per day, Monday through Friday, 7:30am to 4:00pm.
- Materials and workmanship are warranted for one (1) year. Lightning, vandalism & abuse are not included.
- We are prepared to start work upon receipt of a signed contract or a signed copy of this proposal.

We Propose to hereby furnish material and labor; complete in accordance with the above specifications, for the sum of:

Payment to be made as follows: **Two Thousand Nine Hundred and Ninety Dollars (\$2,990.00) on completion of work**

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance. A 1.5% monthly late fee will be assessed on all outstanding balances 30 days past due. Giles Electric Company, Inc. shall be entitled to recover the entire cost of collection for any amounts due, and owing under this agreement or in conjunction with this agreement including, but not limited to, a reasonable attorneys fee, all court costs expended, and any other costs of collection whether suit is instituted or not. Venue shall be in Volusia County, Florida.

Authorized Signature: Colby Webber
Name: Colby Webber Estimator / Project Manager
Note: This proposal may be withdrawn by us if not accepted within 30 days.

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.

Date of Acceptance: _____

Signature: _____
Name: _____



"KEEPING YOUR WORLD ENERGIZED"

Sylvester Lynn Jones
3348 S Atlantic Ave
Daytona Beach, FL 32118

(407) 467-8198
billfamilia@aol.com

491816
RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

ESTIMATE	#257
ESTIMATE DATE	Nov 08, 2019
TOTAL	\$4,250.00

CONTACT US

280 Sandridge Trail
New Smyrna Beach, FL 32168

(386) 957-4599
ben@wired-energy.com

ESTIMATE

Services	qty	unit price	amount
Lighting	1.0	\$4,100.00	\$4,100.00
Replacing lights under the over hang.			

Labor

We will remove the old lights from the over hang and install new LED vapor tight fixtures in the place. These lights will be pvc material so they won't rust in the salt air. They put out sufficient light to illuminate the front of the store as needed.

Material

We will provide all material

Permit Fee

1.0

\$150.00

\$150.00

We may need to pull permit but not sure.

Subtotal

\$4,250.00

Tax (Credit Card Processing 3%)

\$0.00

Total

\$4,250.00

APPROVE

DECLINE

3% Credit Card Processing fee is added to all invoices. Please call the office if your not paying with credit card.

Wired Energy Electrical Contractor

www.wired-energy.com

 **Housecall Pro**

([https://housecallpro.com/features/estimating-software/?](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com)

[utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com))



Scott Crafton, President
www.CraftonElectric.com
Scott@CraftonElectric.com

100 Business Center Dr, #25
Ormond Beach, FL 32174
Ph: 386-310-8716

ER#13014977

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

PROPOSAL

To: Bill Familia

JOB: 3348 S. A1A lighting conversion

491816

ATTN: Mr. Familia

DATE: November 21, 2019

We gladly submit an estimate for:

Labor and materials, and taxes included as per the following plans... no plans provided.

Scope of work:

Provide labor and material to complete the electrical scope of work per the above-mentioned plans including specifications below.

NOTE: All work is performed by courteous, conscientiousness, and professionally trained craftsmen, adapt at working in residential and commercial environments.

General Conditions:

- This work has been quoted as being performed during normal working hours, 7:00 AM to 3:30 PM, Monday thru Friday. No allowances have been included for overtime, weekends, or holiday work.
- **All changes must be made in writing before they can be executed.**

Inclusions:

- Replace 11 fluorescent light fixtures with LED vapor tight fixtures
- Replace lamp in wall pack with new LED ballast bypass lamp
- Replace conduit for lighting with new
- Install new photocell to control new lighting

Exclusions/Clarifications:

- Bid does NOT include panel change/ upgrade
 - Bid does NOT include patching and/or painting
 - Bid does NOT include repair or replacement of any malfunctioning equipment
 - Bid does NOT include modifications to bring any existing conditions up to current code if required
 - Permits costs are NOT included in this bid
 - 1-year limited warranty on labor and materials provided by Crafton Electric, INC.
- Vandalism, abuse, and acts of God are not covered.

Due to the ever-fluctuating price of materials this bid is good for 30 days from November 21, 2019.

BASE BID: \$4,853.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

“FOUR THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS”

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. We are fully insured according to the Florida state requirements. This proposal may be withdrawn by us if not accepted within 30 days. Payments are due within 15 days of invoice date or upon demand. Invoices are subject to lien after 15 days past due.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

REPRESENTATIVE:

Crafton Electric Inc.

By _____

Scott Crafton, President

ACCEPTED:

Bill Familia

By _____

Date _____

Date _____

Advantage Environmental Lighting

LVT

Commercial Grade
LED Vapor Tight



IP67
CERTIFIED

IP66
CERTIFIED

IP65
CERTIFIED



4X PSI 1500



ORDERING INFORMATION

Example: LVT450HM

PRODUCT SPECIFICATIONS

DESCRIPTION

The LVT Series is a Commercial Grade LED Vapor Tight, gasketed enclosure that is completely dust and moisture resistant. The LVT utilizes state-of-the-art LED technology to deliver the highest possible efficiency in the lighting industry.

APPLICATIONS

The LVT Series of LED Vapor Tights were designed to be high quality, energy efficient LED fixtures for use in food processing facilities, kitchens, parking garages, canopy, stair well car washes, government facilities, schools, public areas and industrial facilities. Suitable for both indoor and outdoor applications.

CONSTRUCTION

The fixture is constructed of a single-piece polycarbonate upper body and an acrylic diffuser securely positioned in a permanent, poured-in-place, polyurethane sealing gasket. The diffuser and upper components are locked in place and sealed tightly with polycarbonate retaining latches or optional stainless steel latches. High impact acrylic/DR material diffuser composition. Positive cam latches. Polyethylene molded end plugs.

OPTICAL SYSTEM

High output LED's available in 3000K, 3500K, 4000K, and 5000K. CRI >82. High impact acrylic/DR material diffuser with a continuous formed perimeter. Diffuser softens light dissipation for even light coverage.

ELECTRICAL SYSTEM

Electronic drivers are available for 120/277V applications. Long-life LED system rated for >100K life hours (L70 @ 25°C). Metal gear tray for internal LED driver. Complies with federal energy efficiency standards.

CONTROLS

The fixture is compatible with 0-10V dimming controls or 50% step dimming is available upon request.

MOUNTING

The fixture can be suspended or surface mounted. Optional top only hub entry or combination top and end hub entry available for stem mounting applications. Die formed galvanized mounting brackets come standard. No holes required for mounting. Unitized internal/external brass mounting stud for structural integrity and continuity of ground.

LISTINGS

Independently tested to IESNA LM-79 and LM-80 specifications. DLC Approved. Please refer to www.designlights.org for a complete listing of qualified models. UL and cUL Listed. CSA approved. NSF International Certified. IP65, IP66 and IP67 Certified for Wet Location applications.

WARRANTY

5-Year Limited Warranty. Complete warranty and terms located at www.aelnow.com/ warranty.

LVT						
Series	Length (IN)	CCT	Output	Voltage	Lens Options/Adders	Options
LVT	2 27.69" Overall Length 4 51.65" Overall Length 8 99.65" Overall Length	30 3000K 35 3500K 40 4000K 50 5000K	SL Standard Low ML Medium Low HL High Low SM Standard Medium MM Medium Medium HM High Medium SH Standard High MH Medium High HH High High	M Multi-Volt (120-277VAC)	BLANK Acrylic Ribbed - Standard HF High Impact Acrylic* (Frosted) DAF Deep Lens Acrylic* (Frosted) DAS Deep Lens Acrylic* (Smooth) SAF Shallow Lens Acrylic* (Frosted) SAS Shallow Lens Acrylic* (Smooth) SPF Shallow Lens Polycarbonate* (Frosted) SPS Shallow Lens Polycarbonate* (Smooth)	12EBL 1200 Lumen Emergency Ballast OC4EX Occupancy Sensor 1P Single Pendant w/ Reinforcement Plate 2P Double Pendant w/ Reinforcement Plate SSL Stainless Steel Latches L Lutron** TP Tamper Proof PTP Polycarbonate Tamper Proof Latches SSLTP Stainless Tamper Proof Latches
					*Additional costs for lens enclosure upgrades	**Contact Factory

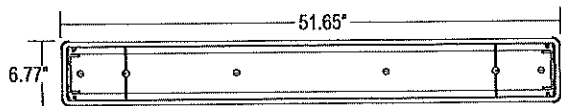
FIXTURE DIMENSIONS

Fixture Analysis

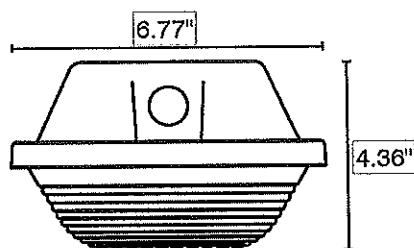
Dimensions	51.65" x 6.77" x 4.25"
Mounting	Surface or suspension
Weight	12 lbs
Warranty	5-Year Limited

Lens Dimensions

Standard	1.92" x 6.40"
Deep	3.50" x 6.40"
Shallow	1.92" x 6.40"

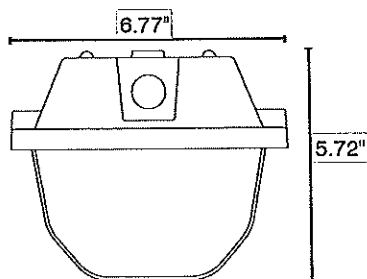


Standard/High Impact



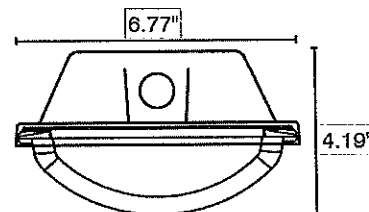
Available in (smooth) or (frosted)

Deep Lens



Available in (smooth with frosted ends) or (frosted)

Shallow Lens



Available in (smooth) or (frosted)

ENERGY AND PERFORMANCE DATA

Input Voltage	120/277VAC
System Input Power	33 - 179 Watts*
Delivered Lumen Output	4650 - 25000 Lumens
Standard Dimming Control	0-10V
CCT	3000, 3500, 4000, 5000 Kelvin
CRI	82 (minimum)
Life Time Rating	100,000 hrs @ L70
Input Frequency	50/60 Hz
Power Factor	>0.9
Operating Temp	30° to 50° C

*Actual wattage may differ by ±5% while operating 120/277V ±10%

Output	Delivered Lumens	System Wattage	L70 @20C (hrs)
SL	4650	33	>100K
ML	7974	57	>100K
HL	11150	80	>100K
SM	12040	86	>100K
MM	13016	93	>100K
HM	15728	112	>100K
SH	16500	118	>100K
MH	20000	143	>100K
HH	25000	179	>100K

Approximate Color Temperature Multiplier

5000K	1.03
4000K	1
3500K	0.97
3000K	0.94
2700K	0.91

IMPERIAL PAVING, LLC
 PO BOX 5306
 LAKELAND, FL 33807
 PHONE: 863-934-8661
 www.PavingFlorida.com



PROPOSAL

Date	Proposal #
9/16/2019	4595

PROPOSAL SUBMITTED TO:
BILL FAMILIA 3348 S. ATLANTIC AVE DAYTONA BEACH, FL 32118 * PH# 407-467-8198

PROJECT LOCATION
BILL FAMILIA 3348 S. ATLANTIC AVE DAYTONA BEACH, FL 32118 * e: billfamilia@aol.com

RECEIVED
NOV 25 2019
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

491816

Sales Rep
BM

Item	Description	Qty	Rate	Total
RESURFACE	RESURFACE AREA WITH APPROX. 1,020 S.Y. OF 1" S-3 TYPE ASPHALT. ROLL, LEVEL, AND COMPACT WITH STEEL DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER TO ACHIEVE PROPER DENSITY.		10,720.00	10,720.00
PAINT	PAINT TO MATCH EXISTING WITH D.O.T. CERTIFIED PAINT.		1,085.00	1,085.00
Total				\$11,805.00

Signature _____

From: Joseph Wells <masterseal86@gmail.com>
To: billfamilia <billfamilia@aol.com>
Subject: Asphalt
Date: Sat, Aug 24, 2019 5:14 pm

Master seal asphalt maintenance

3866313921

1 to prep and clean all old asphalt and concrete

2 prime tac coat old asphalt

3 supply and install hot mix asphalt

4 remove old handicap ramp and install new one with hot mix asphalt at 2 degree sloped and to pass inspection

5 restirpe lot

All work warranty for 1 year

16500

Dep 8000

Bal 8500

Due same day complete

All check payable to Joseph wells

Other bid only to do asphalt and no ramp or pave over concrete for 12500

Sent from my iPhone

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION

CLINTON BEACH SHORES

491816

The Alternative

Artistry in Asphalt

RECEIVED

19 AUGUST 2019

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

PROPOSAL

491816

3368 S. ATLANTIC AV.

COASTAL LIVING

ATTN: BILL FAMILILA

THE ALTERNATIVE AGREES TO PROVIDE THE NECESSARY WORKMANSHIP AND MATERIALS

TO:

REMOVE CONCRETE RAMP

MILL 4 DETORiated AREAS AND AT STREET AND CONCRETE FOR BLEND

TACK ENTIRE SURFACE

OVERLAY WITH HOTPLAN ASPHALT MIX AND COMPACT

REPAINT PAVEMENT MARKINGS

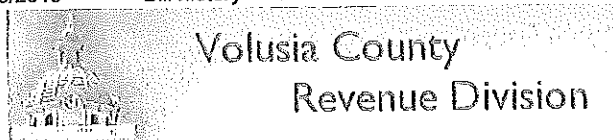
1 HANDICAP

13 STALLS

Total

\$14,150.00 +PERMIT

JIM LEGARY FOR THE ALTERNATIVE



The 2019 tax roll is open for collection. Tax bills are payable and the bill was mailed November 1.
The 2019 tax year installment bills for the third quarter will be mailed on December 1.
The 2019-2020 business tax receipt renewal was due by September 30. If the renewal is unpaid, penalties have been added.

Sign up for BillExpress (ebills). Click the "Get Bills by Email" button.
386-736-5938
Revenue@volusia.org

ADA Notice

Bill History — Real Estate Account At 3348 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118

[Print this page](#)

Real Estate Account #533503050050

[Parcel details](#)

[Latest bill](#)

[View/Print full bill history](#)

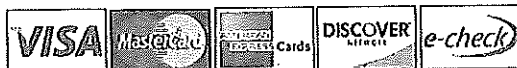
[Get Bills by Email](#)

[Apply for the 2020 Installment Payment Plan](#)

Pay all: \$6,905.97

Amounts as of 11/25/2019

Bill	Balance	Status	Action
2019 Annual Bill	\$6,905.97		Pay this bill: \$6,905.97 Print (PDF)
2018 Annual Bill	\$0.00	12/27/2018 Paid \$6,186.61 Receipt #PT 1-18-0062700 Effective 12/26/2018 Processed Refund: Amount \$430.76 Refunding To L J Consulting Overpayment 12/27/2018 Refund Processed 01/23/2019	Print (PDF)
2017 Annual Bill	\$0.00	12/06/2017 Paid \$5,234.91 Receipt #Lockbox-17-00050487 Effective 11/30/2017	Print (PDF)
2016 Annual Bill	\$0.00	12/01/2016 Paid \$5,220.62 Receipt #Lockbox-16-00049552 Effective 11/30/2016	Print (PDF)
2015 Annual Bill	\$0.00	12/01/2015 Paid \$5,237.03 Receipt #Lockbox-15-00049355 Effective 11/30/2015	Print (PDF)
2014 Annual Bill	\$0.00	12/03/2014 Paid \$5,215.65 Receipt #Lockbox-14-00050878 Effective 11/30/2014	Print (PDF)
2013 Annual Bill	\$0.00	12/05/2013 Paid \$5,085.35 Receipt #Lockbox-13-00056939 Effective 11/29/2013	Print (PDF)
2012 Annual Bill	\$0.00	11/30/2012 Paid \$5,160.58 Receipt #Lockbox-12-00043955 Effective 11/29/2012	Print (PDF)
2011 Annual Bill	\$0.00	12/06/2011 Paid \$7,181.31 Receipt #Lockbox-11-00059108 Effective 11/30/2011	Print (PDF)
2010 Annual Bill	\$0.00	12/02/2010 Paid \$8,025.74 Receipt #Lockbox-10-00047613 Effective 11/30/2010	Print (PDF)
2009 Annual Bill	\$0.00	12/07/2009 Paid \$9,318.60 Receipt #Lockbox-09-00052682 Effective 11/30/2009	Print (PDF)
2008 Annual Bill	\$0.00	12/02/2008 Paid \$11,703.42 Receipt #2008-1005179 Effective 11/30/2008	Print (PDF)
2007 Annual Bill	\$0.00	11/27/2007 Paid \$11,671.25 Receipt #2007-1002923	Print (PDF)
2006 Annual Bill	\$0.00	12/26/2006 Paid \$11,386.41 Receipt #2006-8099877 Effective 12/01/2006	Print (PDF)
2005 Annual Bill	\$0.00	12/05/2005 Paid \$7,780.63 Receipt #2005-6085037 Effective 11/30/2005	Print (PDF)
2004 Annual Bill	\$0.00	11/30/2004 Paid \$5,303.81 Receipt #2004-8204208	Print (PDF)
2003 Annual Bill	\$0.00	12/01/2003 Paid \$4,733.90 Receipt #2003-2403941 Effective 11/30/2003	Print (PDF)
2002 Annual Bill	\$0.00	11/27/2002 Paid \$4,640.28 Receipt #2002-2300803	Print (PDF)
2001 Annual Bill	\$0.00	12/27/2001 Paid \$3,994.54 Receipt #2001-2504481	Print (PDF)
2000 Annual Bill	\$0.00	12/29/2000 Paid \$4,216.02 Receipt #2000-2404689	Print (PDF)
1999 Annual Bill	\$0.00	11/17/1999 Paid \$4,084.41 Receipt #1999-2501745	Print (PDF)
Total Balance	\$6,905.97		Pay all: \$6,905.97

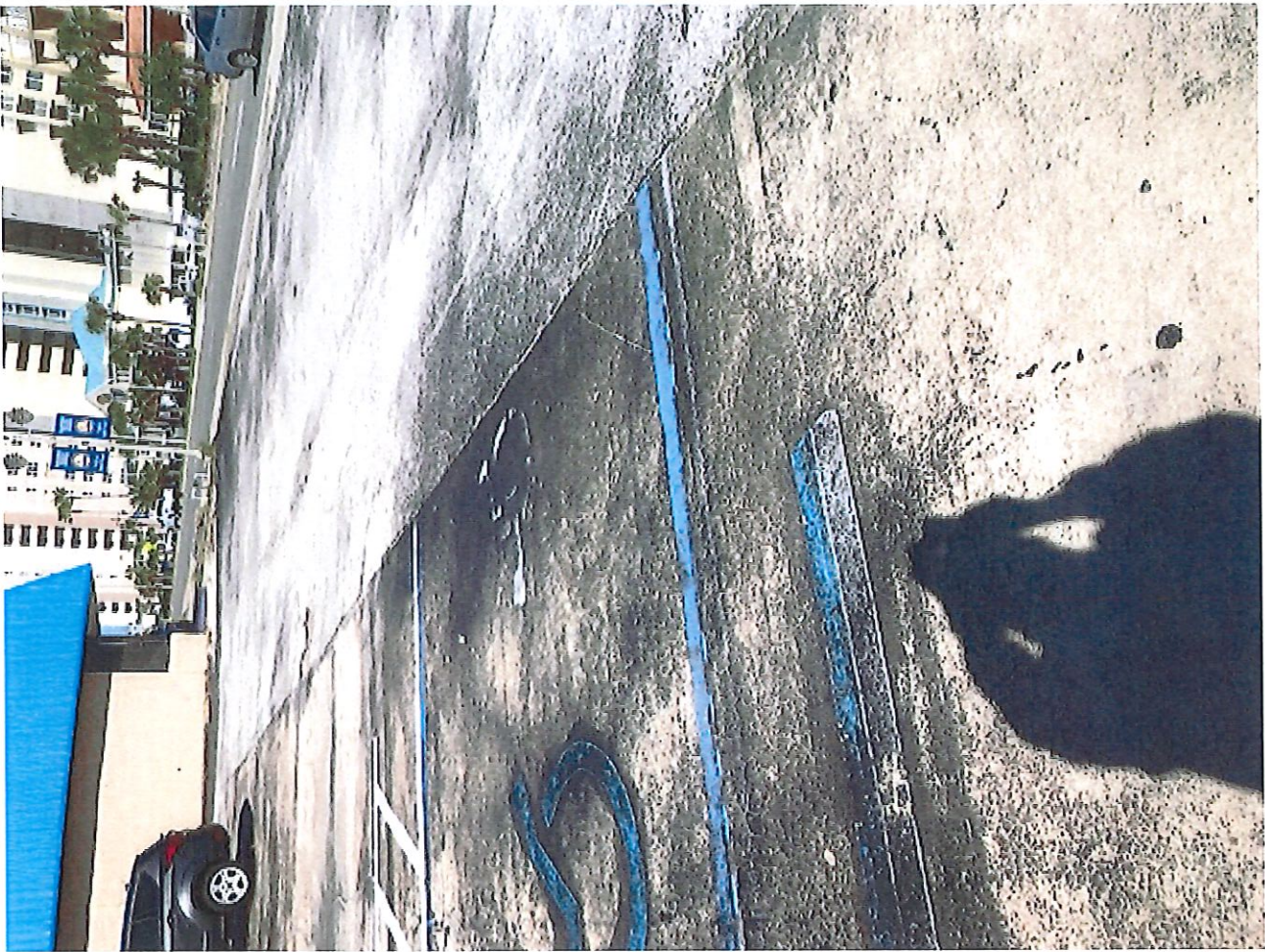


Cruz, Stewart

From: Bill Familia <billfamilia@aol.com>
Sent: Wednesday, November 27, 2019 9:52 AM
To: Cruz, Stewart
Subject: 3348 S. Atlantic Avenue







Bill Familia
Coastal Living Real Estate LLC

Cruz, Stewart

From: billfamilia@aol.com
Sent: Tuesday, January 28, 2020 12:01 PM
To: Cruz, Stewart
Subject: 3348 South Atlantic Ave.

Hi Stewart,

RE: 3348 S. Atlantic Ave

The following improvements have been completed:

Repaired all exterior stucco
Painted Exterior

After the exterior lighting is replaced and parking lot has been resurfaced, we will paint under the canopy and clean up/improve the landscaping.

Best Regards,

Bill Familia

**CITY OF DAYTONA BEACH SHORES / COMMERCIAL PROPERTY
DEVELOPMENT / RENOVATION GRANT AGREEMENT FOR 3348
SOUTH ATLANTIC AVENUE**

**THIS COMMERCIAL PROPERTY DEVELOPMENT / RENOVATION GRANT
AGREEMENT** (hereinafter, the “Agreement”) is made and entered into this ____ day
of _____, 2020, by and between the City of Daytona Beach Shores, Florida, a
Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona
Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and WILLIAM W.
FAMILIA, hereinafter referred to as “AGENT” whose address is 3619 Tresto Street, New
Smyrna Beach, Florida 32168, as the authorized agent of his principal, LYNN JONES,
hereinafter referred to as the “OWNER” of business property located at 3348 South
Atlantic Avenue, Daytona Beach Shores, Florida 32118.

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to
further its policy objectives of facilitating the establishment of new businesses, the
expansion of existing businesses and for the general improvement of unsightly, unsafe,
deteriorated or vacant and abandoned commercial properties, within a targeted
geographical area of the CITY; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives
designed to attract new businesses, which are presently underrepresented in the CITY,
and to locate such businesses in the targeted area of the CITY for the purpose of
providing residents and visitors a wider array of goods, services, entertainment and

dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, infrastructure and façade improvements, structural alterations and/or beautification; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Commercial Property Development /

Renovation Grant (hereinafter, "Grant") to the OWNER, acting by and through his AGENT, with full authority to bind OWNER to this Agreement, and the AGENT shall, in consideration for the receipt of said grant funds by the OWNER, make or cause to be made, the following infrastructure, façade and/or beautification improvements to the business property located at 3348 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter, "the property"):

(A) *Parking Lot*: Resurface parking lot at 3348 S. Atlantic Avenue, Daytona Beach Shores, FL, with approximately 1,020 square yards of asphalt, paint to match existing.

(B) *Exterior Lighting*: Replace exterior light fixtures and appurtenances including, but not limited to, photocells, wall packs and conduits.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF GRANT FUNDS

(A). The CITY shall pay the Grant funds to the OWNER under the terms and conditions of this Agreement as follow:

1. The OWNER must be current in the payment of all taxes, fees, special assessments and charges for services and obligations owed to the CITY, the City Of Port Orange or Daytona Beach (water), Volusia County, the State of Florida and the US government related to the property at or before the time of payment by the CITY of the Grant funds; and

2. The OWNER must not be in default of his obligations to any creditor at or before the time of completion of the infrastructure, façade and/or beautification improvements or of the payment by the CITY of the Grant funds under this Agreement;

and

3. The OWNER must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at or before the time of the payment by the CITY of the Grant funds under this Agreement; and

4. The OWNER and/or his AGENT must not be in violation of any code or ordinance of the CITY or of any State of Florida or Federal law or regulation governing the use and/or operation of the property at or before the time of payment by the CITY of the Grant funds under this Agreement; and

5. The OWNER and/or his AGENT must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at or before the time of payment by the CITY of the Grant funds under this Agreement; and

6. The OWNER and/or his AGENT must not engage in any business other than a business for which the property has been approved by the CITY at or before the time of payment by the CITY of the Grant funds under this Agreement; and

7. The OWNER and/or his AGENT shall submit such documentation as may be reasonably required by the CITY to verify compliance by the OWNER with the terms and conditions of this Agreement at or before the time of payment by the CITY of the Grant funds under this Agreement.

8. The CITY has the right to inspect the completed work on the infrastructure, façade and/or beautification improvements to determine that such work

was performed in a reasonable, workmanlike manner and conforms to all codes and regulations of the CITY at or before the time of payment by the CITY of the Grant funds under this Agreement.

9. The OWNER and/or his AGENT shall be responsible for the satisfaction and/or discharge of any mechanics lien(s) against the property due to the infrastructure, façade and/or beautification improvements under this Agreement at or before the time of payment by the CITY of the Grant funds under this Agreement.

(B). The AGENT must obtain a permit from the CITY and commence work on the infrastructure, façade and/or beautification improvements under this Agreement within 30 days of the first date appearing above.

(C) The work under this Agreement must be completed within the time provided in the permit for the infrastructure, façade and/or beautification improvements under this Agreement, not to exceed (6) months.

(D) If the OWNER and/or his AGENT violate any of the above terms and conditions of this Agreement, the CITY shall declare a forfeiture and no Grant funds shall be awarded under this Agreement.

SECTION 4. PAYMENT OF GRANT FUNDS BY CITY TO OWNER.

(A). Provided the OWNER and his AGENT comply with all terms and conditions of this Agreement, the CITY shall pay to the OWNER an amount matching the total expenditures made by the OWNER for the infrastructure, façade and/or beautification

improvements to the property based upon the lowest responsible bids received and approved by the CITY, upon satisfactory proof of payment by the OWNER and/or his AGENT as determined by the CITY and for the total amount of Grant funds not exceeding \$20,000.00.

SECTION 5. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the OWNER and/or his AGENT or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below

for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE OWNER AND/OR AGENT'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the OWNER and/or his AGENT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the OWNER and or his AGENT does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this

Agreement.

(F). Failure by the OWNER and/or his AGENT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The OWNER and/or his AGENT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the OWNER and/or his AGENT and shall promptly provide the CITY with a copy of the OWNERS and/or his AGENTS response to each such request.

(G). **IF THE OWNER and or/his AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE OWNERS and/or his AGENTS 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.**

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this

Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. NONDISCRIMINATION. The OWNER and/or his AGENT agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. INTERPRETATION. The CITY and the OWNER and/or his AGENT agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a

written document, of equal dignity herewith, approved by the City Council of the CITY and the OWNER and/or his AGENT and executed by all parties to this Agreement.

SECTION 17. ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

Approved as to form:

Raymond J. Branch, City Attorney

ATTEST:

By:

William W. Familia , AGENT

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO A COMPREHENSIVE ECONOMIC DEVELOPMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ECONOMIC DEVELOPMENT ACTIVITIES SUCH AS GRANT AGREEMENTS, DEVELOPMENT AGREEMENTS AND A BUSINESS LOYALTY PROGRAM; PROVIDING FOR THE CREATION OF THE CITY OF DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM TRUST FUND; PROVIDING FOR AN ARRAY OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has the desire to ensure that the City of Daytona Beach Shores and its environs are desirable for economic development of a positive nature for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, Section 166.021(8), *Florida Statutes*, provides as follows:

“(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or

conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities."

; and

WHEREAS, Section 187.201(21), *Florida Statutes*, (part of the *State Comprehensive Plan*) provides as follows:

“(21) THE ECONOMY.--

(a) Goal. --Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.

(b) *Policies.*--

1. Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida.
2. Promote entrepreneurship and small and minority-owned business startup by providing technical and information resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.
3. Maintain, as one of the state's primary economic assets, the environment, including clean air and water, beaches, forests, historic landmarks, and agricultural and natural resources.
4. Strengthen Florida's position in the world economy through attracting foreign investment and promoting international banking and trade.
5. Build on the state's attractiveness to make it a leader in the visual and performing arts and in all phases of film, television, and recording production.
6. Promote economic development for Florida residents through partnerships among education, business, industry, agriculture, and the arts.
7. Provide increased opportunities for training Florida's workforce to provide skilled employees for new and expanding business.
8. Promote economic self-sufficiency through training and educational programs which result in productive employment.
9. Promote cooperative employment arrangements between private employers and public sector employment efforts to provide productive, permanent employment opportunities for public assistance recipients through provisions of education opportunities, tax incentives, and employment training.
10. Provide for nondiscriminatory employment opportunities.
11. Provide quality child day care for public assistance families and others who need it in order to work.
12. Encourage the development of a business climate that provides opportunities for the growth and expansion of existing state industries, particularly those industries which are compatible with Florida's environment.
13. Promote coordination among Florida's ports to increase their utilization.
14. Encourage the full utilization by businesses of the economic development enhancement programs implemented by the Legislature for the purpose of extensively involving private businesses in the development and expansion of permanent job opportunities, especially for the economically disadvantaged, through the utilization of enterprise zones, community development corporations, and other programs designed to enhance economic and employment opportunities.”

; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible, dynamic, and modern as well as an economy that attracts and retains high quality businesses and economic generators to the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has long recognized the economic challenges relating to the west (non-oceanfront) side of State Road A1A (South Atlantic Avenue) which is a north-south Florida State Road that runs along the Atlantic Ocean, from Key West at the southern tip of Florida, to Fernandina Beach, just south of Georgia on Amelia Island and which is the main road through most oceanfront towns such as the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida, desires, to a significant, but not exclusive, extent to focus on the economic challenges relating to the west side of State Road A1A (South Atlantic Avenue); and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires to protect the public health, safety and welfare of the citizens of the City and maintain a high quality of life for the citizens of the City; and

WHEREAS, the City Council of the City of Daytona Beach Shores hereby finds and determines that the provisions of this Ordinance provide for public benefits and serve public purposes; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

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

WHEREAS, this Ordinance, although neither creating or amending land development regulations, is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*.

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance, as the legislative findings and intent of this Ordinance, the recitals (whereas clauses) to this Ordinance, the City staff report and City Council agenda memorandum relating this Ordinance.

(b). The City Council finds that attracting, retaining, and providing favorable conditions for the growth of businesses within targeted areas provides high quality employment opportunities for the citizens of the City of Daytona Beach Shores and enhances the economic tax base of the City. It is the policy of the City Council of the City of Daytona Beach Shores to encourage the growth of businesses that provide high-value-added employment and economic opportunities.

(c). There is a public need to enhance economic activity in specific targeted areas of the City of Daytona Beach Shores, as identified by the City Council. The economic well-being of the citizens of the City of Daytona Beach Shores and the economic resources of the City of Daytona Beach Shores would be enhanced by the provision and implementation of selected economic development activities.

(d). To improve the prosperity and welfare of the City of Daytona Beach Shores and its inhabitants, it is necessary and is in the public interest for the City Council to establish and implement selected economic development activities and programs.

(e). Nothing in this Ordinance shall require the City Council to fund any activity or programs established in this Ordinance or otherwise established by the City Council relative to the economic development activities of the City.

SECTION TWO: CREATION OF ECONOMIC DEVELOPMENT PROGRAM.

(a). The City Council of the City of Daytona Beach Shores hereby creates and establishes the City of Daytona Beach Shores Economic Development Program.

(b). The purpose of the Program is to encourage the renovation, development, redevelopment and productive use of lands and buildings within the City Limits of the City of Daytona Beach Shores.

(c). In order to implement the Program set forth in this Section, the City Council may enter development agreements, under the provisions of the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through Section 163.3243, *Florida Statutes*, or enter such other agreements as the City Council determines are intended to enhance the high quality economic development of the City of Daytona Beach Shores.

(d). The development agreements referenced in Subsection (c) of this Section, may relate to either City-owned or non-City-owned real property and may, among other things, provide for, by way of example and not limitation, provisions such as the City providing to the purchaser of City-owned real property an up to a 10% rebate of the purchase price to allow the purchaser to use the funds to assist in the development of the real property or, if the development agreement relates to non-City-owned real property, once the purchaser of the land applies to the City relative

to the purchase price of the land and closes on the real estate transaction, the City would provide up to a 10% grant to assist the new owner of the land in order to assist in the build out the real property in a high quality plan of development. The City shall impose conditions in each development to prevent a buyer purchasing City-owned real property from holding the real property for investment purposes or implementing a flip of the real property. The City's goal is that the real property shall be expeditiously developed in a high quality manner for the benefit of the citizens of the City.

SECTION THREE: CREATION OF CITY OF DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM TRUST FUND.

(a). A City of Daytona Beach Shores Economic Development Program Trust Fund is hereby established, into which such revenues from such funding sources, as determined by the City Council, shall be deposited and from which all expenditures related to the City's Economic Development Program shall be paid.

(b). Accounting and reporting procedures shall be consistent with controlling State law and reported to the City Council by the City Manager, or designee, at least annually.

(c). Expenditures for activities that are not related to the City's Economic Development Program shall not be permitted from the Trust Fund.

SECTION FOUR: CREATION OF ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM; RESPONSIBILITIES; POLICIES; PROCEDURES; ALTERNATIVE GRANT PROGRAM.

(a). The City Council of the City of Daytona Beach Shores hereby creates and establishes the "City of Daytona Beach Shores Economic Development Commercial Lease Subsidy Program" as well as programs that are of a similar nature..

(b). The purpose of the Program is to encourage the renovation and development and productive use of properties and buildings in the City of Daytona Beach Shores including, but not limited to, the expansion of existing tenancies, as solely and exclusively determined by the City Council based upon the economic development needs of the City as determined by the City Council. The Program will assist business owners to develop or redevelop properties. The Program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to new businesses within the City over a 3 year period of time in order to assist selected businesses to commence economic activity and remain a going concern. Leases may be subsidized up to ~~40%~~ 30% for the first year of the lease, up to ~~%~~ 20% for the second year of the lease, and up to ~~30%~~ 10% for the third year of the lease; provided, however, that the total amount of the incentive under an agreement shall not exceed \$20,000.00. Existing businesses which desire to relocate to a larger space in the City which relocation will result in enhanced business operations or employment and businesses which extend a lease for a longer term of at least 3 years when the extension will result in enhanced business operations or employment shall also be eligible for the same benefits. Applications may be submitted and shall be evaluated in accordance with the application process set forth in this Ordinance. Generally, incentive grants made under this program shall be based upon the number of new jobs created, the desirability of the type of business for the City and the capital investment to be made.

(c). Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed use purpose (as set forth in a binding development agreement or development order) are eligible under the Program for lease subsidy assistance.

(d). Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council.

(e). Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

(f). Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.

(g). The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.

(h). The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Council, the City will then issue a letter approving the subsidy subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

(i). Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.

(j). The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

(k). In the event that an owner of real property which would be otherwise eligible for lease subsidy funding has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example only, facade or beautification grant agreements; provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than that the City would enjoy under a lease subsidy award. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held or the business operated while substantially addressing legal requirements, benefits to the City and the purposes expressed, and protections afforded, the City as set forth in this Ordinance; provided, however, that the total amount of the grant under an agreement shall not exceed \$20,000.00.

(l). The City Council shall evaluate applications on the basis of such criteria as it deems appropriate and in the best interests of the City to include, but not be limited to, the following:

(1). Businesses that due to their success will attract other businesses to the City shall be encouraged to apply and participate.

(2). Renovation and development projects that will spur additional development and private investment shall be encouraged to apply and participate.

(3). Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix shall be encouraged to apply and participate.

(4). Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City shall be encouraged to apply and participate.

(5). Renovation and development projects that will result in filling vacant retail space shall be encouraged to apply and participate.

(6). Renovation and development projects that will increase real property value(s) shall be encouraged to apply and participate.

(7). Renovation and development projects that will increase employment opportunities within the City shall be encouraged to apply and participate.

(8). Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City shall be encouraged to apply and participate.

SECTION FIVE: CREATION OF BUSINESS LOYALTY PROGRAM.

The owner of a business that has been in good standing with the City for at least 3 consecutive years by (1). timely paying its certificate of use fee, (2). timely paying any local business tax due, and (3). not having been found to have violated a City code or ordinance; shall be entitled, upon application filed with the City, to a waiver of 50% its certificate of use fee amount that was paid and the payments made for the local business tax for an up to 3 year period after the period of good standing. This Section shall not apply to businesses that relate to hotel, motels,

condominiums, home occupations or like businesses. In order to be eligible for the award under this Section, a business owner must annually file an application with the City which, upon approval, shall entitle the business to the waiver; provided, however, that waivers shall be authorized commencing in 2022.

SECTION SIX: IMPLEMENTING ADMINISTRATIVE ACTIONS.

(a). The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the purposes and provisions of this Ordinance as such Charter officials may deem appropriate in their respective roles and functions under the *City*.

(b). Without limiting the generality of the foregoing provision, the City Manager is hereby directed to develop such other economic development initiatives as may be advisable and desirable and present those proposals to the City Council for review and action which initiatives may include, but shall not be limited to, the revision of City land development regulations and the City's *Comprehensive Plan* that will encourage and incentivize high quality development and redevelopment within the City that addresses the needs of the City.

(c). The City Manager shall also work with the City Council to develop a Citywide strategic plan to sustain the future of the City's economy which plan will outline the City's vision and mission and identify goals, strategies and tactics critical to improving business expansion, recruitment, retention and job creation in the City:

(d). The City Council and the City Manager shall engage in relations and communications with other agencies and entities of government and from the private sector in an effort to receive grants, funding and other benefits that will assist the economic development and redevelopment of the City.

SECTION SEVEN: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the economic development of the City of Daytona Beach Shores and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION EIGHT: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of Sections One through Six of this Ordinance shall be codified while the remaining Sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the codification of the provisions of this Ordinance.

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

SECTION NINE: CONFLICTS.

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

SECTION TEN: SEVERABILITY.

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

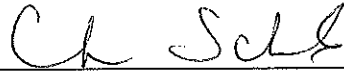
SECTION ELEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

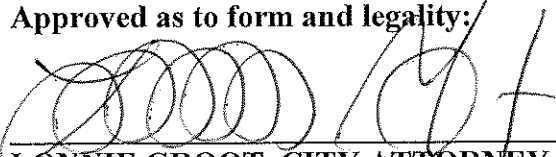
CITY OF DAYTONA BEACH SHORES, FLORIDA


NANCY J. MILLER, MAYOR


MICHAEL T. BOOKER, CITY MANAGER


CHERI SCHWAB, CITY CLERK

Approved as to form and legality:


LONNIE GROOT, CITY ATTORNEY

Passed on first reading the 25th day of June, 2019.

Passed on second reading the 9 day of July, 2019.

EDP EVALUATION CRITERIA- Alternative Grants & Renovations										
Business Name:		Lynn Jones-Kwik Stop Plaza			Address:		3348 S. Atlantic Ave			
Business Type:		Landlord		Vacant Space:	NA	Evaluation Date:		3/10/20	Application No.:	12019036
A	Mandatory Criteria-City Planner				Yes	No	Comment			
1	Location in Targeted Area?				X					
2	Targeted Business?				X		Per applicant, work is anticipated to attract tenant to vacant space and provide safety and aesthetics for existing customers.			
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?						N/A			
4	Is Business a Permitted Use /Non-Residential/Mixed Use?				X					
5	Appropriate Zoning Consistent w/ Comp Plan?				X					

B	Supplemental Criteria Met-City Attorney	Yes	No	NA	Comment
1	Current w/ Applicable Taxes, Fees, Etc.?			X	This will be evaluated prior to payout, if approved.
2	Subject to Related Foreclosure, Bankruptcy or Defaults?				Unknown.
3	Current Related Code or Ordinance Violations?			X	This will be evaluated prior to payout, if approved.
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	General Grant Criteria-Committee	Yes	No	Amount	Comment
1	New jobs created?	X			Per A.2 above, a vacant space may be filled in relation to proposed work.
2	Capital investment made?	X			See E.2 below and bids provided.
3	Desirable business type?				It is unknown which business will fill the vacant space.
4	Attract desirable new business?				It is unknown which business will fill the vacant space.
E	Alternative Grant (AG) & Renovation & Dev. (R&D) Criteria-Committee	Yes	No	NA	Comment-City Council Discretion
1	(AG)-Same or more economic & other benefits as lease subsidy?				Possibly, if a new tenant moves in due to the proposed improvements.
2	R&D-Spur additional development and private investment?				Owner will expend 50% of the total project cost, if approved. Project may also attract new tenant who may also propose improvements.
3	R&D-Create effective merchandise mix?			X	Project concerns external work only.
4	R&D-Substantial positive visual and aesthetic impact to the City?				Project includes asphaltting and striping old parking lot and modernizing exterior lighting system.
5	R&D-Fill vacant retail space?			X	External work may or may not attract tenant to vacant space.
6	R&D-Increase real property value(s)?		X		No square footage or new structure is proposed.
7	R&D-Increase employment opportunities?	X			Possibly, if a new tenant moves in due to the proposed improvements.
8	R&D-Complement other development by providing enhanced activities?		X		
9	Additional City Council Criteria?				This is at the discretion of the City Council.



CITY COUNCIL AGENDA MEMORANDUM
MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Grant Application 12020003: Eri's Propertys, LLC-3344 S. Atlantic Avenue

SYNOPSIS:

On January 14, 2020, the City received economic development grant application 12020003, an application from Eri's Propertys, LLC, owner of the property located at 3344 S. Atlantic Avenue. The property houses both the Remax Signature building and the Beach Bagel cafe building. The latter is the subject of a separate economic development grant application also up for City Council consideration. This subject application is for an alternative grant that would assist the property owner with the costs associated with constructing an outdoor dining area for the new High Tide Kitchen restaurant (currently Beach Bagel Cafe) and repaving and re-striping the entire property parking lot for the benefit of both on site businesses.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Ordinance 2019-06 (attached under item 11.B of this agenda), which establishes an Economic Development Commercial Lease Subsidy Program. Sec. Four (k) of the ordinance establishes an alternative grant provision permitting by way of example only, facade or beautification grant agreements capped at \$20,000 "provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than the City would enjoy under a lease subsidy award."

The applicant/owner of the property located at 3344 S. Atlantic Avenue, which houses both the Beach Bagel Cafe and Remax Signature buildings, is proposing to construct an outdoor dining area between the S. Atlantic Avenue and the Beach Bagel Cafe building. The outdoor dining area would assist with the transformation of the Beach Bagel Cafe into the new High Tide Kitchen restaurant. The dining area would have a new paver deck, outdoor seating and a pergola per the attached plans,

among other things. This component is tied to the owner renovation of the new Beach Bagel mansard roof facade and other exterior building improvements. In addition, the property owner will also be re-stripping and resurfacing the existing parking lot with asphalt to the benefit of both businesses on site.

Two sets of quotes were provided by the applicant as required by the Economic Development Committee. The total low and high bids for the proposed work were \$32,629.25 and \$40,083, respectively.

LEGAL REVIEW:

RECOMMENDATION:

NOTE: The Economic Development Committee has established an internal evaluation criteria and guidelines for recommendations. The guidelines recommend all improvement grants be matching dollar for dollar. If approved, the payout range would be \$16,314.62 to \$20,041.50 for the sum of the low and high bids, respectively. The proposed agreement caps the payout at \$20,000 per Ordinance 2019-06, however the reimbursement would be based on actual costs expended within the scope of the project as approved by the City Council.

A grant evaluation worksheet is attached to assist the City Council in their decision making process.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Economic Development Grant Application 12020003 and its accompanying grant agreement as presented."

OR

2. "I move to approve Economic Development Grant Application 12020003 and its accompanying grant agreement with the following conditions..."

OR

3. "I move to deny the application and its accompanying grant agreement on the basis of the following..."

ATTACHMENT:

1. Eris Property's-Alternative Grant Application
2. Eris Property's-Plans
3. Eris Property's-Grant Evaluation Worksheet

12020003

DAYTONA BEACH SHORES 491978 ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.) **RECEIVED**

DATE RECEIVED:

REFERENCE:

JAN 14 2020

(Please Print)

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

APPLICANT NAME: Eri's Propertys, LLC

CONTACT PERSON (if an entity): Erision Tahiraj

ADDRESS: 3344 S Atlantic Ave

CITY: Daytona Beach Shores

STATE: FL

ZIP: 32118

TELEPHONE: 386-341-1039

FAX:

EMAIL ADDRESS: Beachbagelcafe@gmail.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☐ New Business (Buildout or Lease Subsidy)

☐ Existing Business Expansion

☐ Existing Business Relocation

☐ Existing Business Lease Extension

Other

☐ Land Purchase

☐ Façade/Beautification

☒ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: 3344 S Atlantic Ave

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 533503050030

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value	\$ 253,987	Year: 2019
Maximum New Investment Value	\$	
Certified by a licensed Florida Engineer or Architect	\$	

PROJECT DESCRIPTION:

PROJECT BENEFITS TO THE CITY:

REQUIRED PROJECT CHECKLIST:

- ☐ Certification by Applicant
- ☐ Application Authorization or Affidavit of Ownership
- ☐ Site plan, building plans, elevations and a detailed scope of work
- ☐ Business Plan
- ☐ Estimate by a Licensed Engineer or Architect certifying amount of new investment
- ☐ Most recent property tax bill and truth in millage statement

JAN 30 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: 

DATE: 1/29/2020

PRINTED NAME: Erisia Tahiraj

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of January, 2020 by Erisia Tahiraj, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires: June 20, 2022Printed Name:
NOTARY PUBLIC

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE:



DATE:

11/14/20

PRINTED NAME:

Ericson Tahira

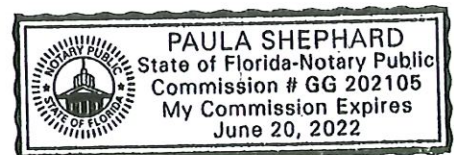
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 2020 by Ericson Tahira, who is personally known to me, OR who has produced _____ as identification and did (did not) take an oath.

My commission expires: June 20, 2022

Printed Name: PAULA SHEPHARD
NOTARY PUBLIC



AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: 3344 S Atlantic Ave
TAX PARCEL ID: 533503050030

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

OWNER (Printed Name)

NAME PRINTED

WITNESS #2 (Signature)

OWNER (Signature)

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of , 20
by , who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

***NOTE: If more than one owner please provide additional affidavit of ownership
for each owner.**



NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

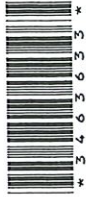
2019 Paid Real Estate

PROPERTY ADDRESS: 3344 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
LEGAL DESCRIPTION: LOTS 3 & 4 BLK E PORT ORANGE BCH MB 4 PG 130 OR MB 15 PG 6
 4 EXC E 20 FT IN RD PER OR 4136
 See Additional Legal on Tax Roll

ERI'S PROPERTYS LLC
 3344 S ATLANTIC AVE
 DAYTONA BEACH, FL 32118

PARCEL: 533503050030
ALTERNATE KEY : 3463633
MILLAGE CODE: 403
TAX YEAR: 2019

County of Volusia County of Volusia
 Paid By 11/15/2019 \$5,013.00
 Receipt # EBox-19-0001376



PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

491978
RECEIVED
 JAN 14 2020
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019		
Please Pay	\$0.00		

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.14200	253,987	0	253,987	1,559.99
VOLUSIA FOREVER	0.11220	253,987	0	253,987	28.50
VOLUSIA ECHO	0.20000	253,987	0	253,987	50.80
VOLUSIA FOREVER I&S 2005	0.08780	253,987	0	253,987	22.30
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	253,987	0	253,987	47.75
PONCE INLET PORT AUTHORITY	0.09290	253,987	0	253,987	23.60
SCHOOL	6.08100	253,987	0	253,987	1,544.49
DAYTONA BEACH SHORES	5.23000	253,987	0	253,987	1,328.35
DAYTONA BEACH SHORES I&S 2006	1.79770	253,987	0	253,987	456.59
ST JOHNS WATER MANAGEMENT DIST	0.24140	253,987	0	253,987	61.31
FLORIDA INLAND NAVIGATION DIST	0.03200	253,987	0	253,987	8.13
HALIFAX HOSPITAL AUTHORITY	0.35460	253,987	0	253,987	90.06

TOTAL MILLAGE RATE:

20.55960

TOTAL TAXES:

\$5,221.87

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
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TOTAL ASSESSMENTS:

\$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$5,221.87

For additional information see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Revenue@volusia.org

RETURN WITH PAYMENT

Make payment to:
 COUNTY OF VOLUSIA
Mail payment to:
 County of Volusia-Revenue Division
 123 W Indiana Ave Room 103
 DeLand FL 32720

NOTE: In order to avoid a rejected payment, please verify that the legal written line of your check matches the exact amount due based on the "IF POSTMARKED BY" date.

PARCEL: 533503050030
ALTERNATE KEY : 3463633
TAX YEAR: 2019

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK
 ERI'S PROPERTYS LLC
 3344 S ATLANTIC AVE
 DAYTONA BEACH, FL 32118

PROPERTY ADDRESS:

3344 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118

Please do not staple, tape, or paperclip your payment to this stub.

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019		
Please Pay	\$0.00		

Public Site



PLEASE DO NOT WRITE ON THIS STUB

Receipt # EBox-19-0001376

\$5,013.00

Paid 11/15/2019

Page 115 of 192

Mail payments to:

County of Volusia-Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

BillExpress™

Have your bill sent directly to your inbox! Visit
volusia.county-taxes.com to sign up today.

For location information, please visit volusia.org/revenue or
see the enclosed Property Tax Information Flyer

Contact us:

Phone: (386) 736-5938

Email: revenue@volusia.org

Important Information—Please Read Carefully

Please read the enclosed flyer carefully for additional important payment information.

The statement, "Prior year taxes are due. Please call (386) 736-5938," indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur an advertising fee and auction listing fee, and **a tax certificate (lien) will be sold by June 1.** Payment must be made in **certified funds** after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and a **warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become **subject to seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division. For tangible personal property, if you were the owner as of January 1 of the tax year, you may be responsible for paying the taxes, **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: if your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, you may qualify for a deferred tax payment plan on homestead property. Deferral of taxes does not excuse the debt, and the deferred amount will earn interest, and must be paid at a later date. Information and application to determine eligibility are available at any Revenue Division location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Volusia County Revenue Division **by April 30.** Installment applications can be found online at volusia.county-taxes.com. To obtain a paper application, please visit volusia.org/revenue and select Forms, or visit any Volusia County Revenue Division office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The **levying authorities** are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. You may reach the appraiser's office by dialing (386) 736-5901 or by emailing vcpa@volusia.org.

The **Volusia County Revenue Division** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities. You may reach the Revenue Division by dialing (386) 736-5938 or by emailing revenue@volusia.org.

Important dates to remember:

- | | |
|----------|--|
| March 1 | Deadline to file for exemptions for the next tax year. The application is filed with the Volusia County Property Appraiser's office. |
| March 31 | Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Volusia County Revenue Division. |
| March 31 | Last day for full payment without penalty. This is also the final day for making partial payments. Unpaid balances become delinquent April 1. |
| April 30 | Deadline for new quarterly installment plan applications for the next tax year. The application is filed with the Volusia County Revenue Division. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments. |

Important Payment Information

Please do not staple, tape, or paperclip your payment to this stub.

Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.

Verify that you have signed the check and that it is made payable to the County of Volusia.

Please use the enclosed return envelope if you choose to mail your payment. If the envelope is not available, please mail to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

Save time, pay online at volusia.county-taxes.com

Online payments are supported through the use of a third-party vendor. The vendor charges and retains a service fee; please visit the website for details.

Using an Online Bill Pay Service

Create a payee for "County of Volusia"

Use the alternate key from the front of the bill for the account number.

Mail payment to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

AUTHORIZATION TO APPLY

I, Demir Tahira, am the owner of the following described property:

PROPERTY ADDRESS: 2344 S Atlantic Ave

I do hereby authorize the following named individual or entity to apply for an Economic Development grant and enter into an agreement with the City of Daytona Beach Shores.

AUTHORIZED REPRESENTATIVE:

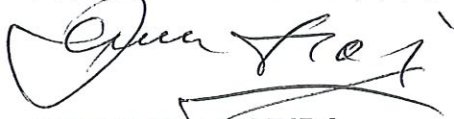
(IF APPLICABLE) Ericson Tahira

PROPERTY OWNER (1) (Print Name)

DEMIR TAHIRA

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)



STATE OF FLORIDA

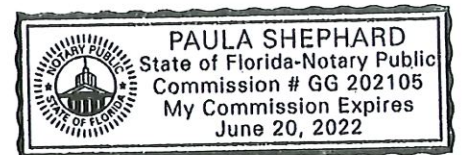
COUNTY OF VOLUSIA

PROPERTY OWNER (2) (Signature)

The foregoing instrument was acknowledged before me this 14th day of January, 2020 by Demir Tahira, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires: June 20, 2022

Printed Name: PAULA SHEPHARD
NOTARY PUBLIC



PROGRAM APPLICATION PROCESS

1. Applicant meets with staff to discuss economic development program and potential project eligibility.
2. Applicant submits a complete application for staff eligibility review.
3. Staff conducts eligibility review and prepares City Council report.
4. City Attorney drafts agreement for City Council consideration.
5. City Council evaluates application, staff report and draft agreement and makes a final determination in approval of the grant and associated terms.

GRANT PAYMENTS ELIGIBILITY AND PROCESS

1. The applicant shall provide make a request in writing and provide firm evidence to the Finance Director that all terms and conditions of the agreement approved by the City Council have been satisfied.
2. Upon review of the evidence provided and legal review, the Finance Director shall provide a recommendation to the City Manager who shall determine whether the applicant has met all terms and conditions of the agreement to the satisfaction of the City.

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW (See Ordinance Number 2019-06)

A. ECONOMIC DEVELOPMENT LAND PURCHASE PROGRAM (LPP):

To encourage the renovation, development, redevelopment and productive use of lands and buildings within the City, the City Council may enter development agreements, which may relate to either City-owned property (an RFP is currently issued for a parcel) or non-City-owned real property. The City shall impose conditions in each development to prevent a buyer purchasing City-owned real property from holding the real property for investment purposes or implementing a flip of the real property. The City's goal is that the real property shall be expeditiously developed in a high quality manner for the benefit of the citizens of the City.

LPP Benefits:

Purchaser of the land may receive a grant of up to a 10% of the purchase price to allow: (1) the purchaser of a **City owned** real property to use the funds to assist in the development of the real property or (2) the purchaser of a **non-City owned** real property to use the funds to assist in the build out of the real property.

City Considerations (There Is No Entitlement To Approval):

1. Development plans must be of high quality.
2. Development plans must enhance high quality economic development of the City.

B. ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM (LSP):

This program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to the following: (a) expansion of existing tenancies; (b) new businesses within the City; (c) existing businesses which desire to relocate to a larger space in the City; and (d) businesses which extend a lease for a longer term of at least three (3) years.

LSP Program Benefits:

Over a three (3) year period in order to assist selected businesses to commence economic activity and remain a going concern, leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease. The total amount awarded under the lease subsidy program may not exceed \$20,000.00.

LSP Program Requirements:

1. Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed use purpose (as set forth in a binding development agreement of development order) are eligible under the Program for lease subsidy assistance.
2. Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council.
3. Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
4. Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.
5. The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.
6. The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Council, the City will then issue a letter approving the subsidy subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
7. Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.
8. The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

City Considerations (There Is No Entitlement To Approval):

1. Expansion of Existing Tenancies: As solely and exclusively determined by the City Council based upon the economic development needs of the City as determined by the City Council.
2. Existing Business Relocation: Relocation to a larger space will result in enhanced business operations or employment.
3. Lease Extension: (1) Lease is extended for a longer term of at least three (3) years; and (2) extension will result in enhanced business operations or employment.

4. All Types: (a) Number of new jobs created; (b) the desirability of the type of business for the City; and (c) capital investment to be made.

Additional City Considerations for LSP & AGP (There Is No Entitlement To Approval):

The City Council shall evaluate applications based on such criteria as it deems appropriate and in the best interest of the City to include, but not be limited to, the following:

1. Businesses that due to their success will attract other businesses to the City.
2. Renovation and development projects that will spur additional development and private investment.
3. Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix.
4. Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City.
5. Renovation and development projects that will result in filling vacant retail space.
6. Renovation and development projects that will increase real property value(s).
7. Renovation and development projects that will increase employment opportunities within the City.
8. Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City.

C. ALTERNATIVE GRANT PROGRAM (AGP):

In the event that an owner of real property has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example, facade or beautification grant agreements. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held, or the business operated. The total amount of the grant under an agreement may not exceed \$20,000.00.

City Considerations (There Is No Entitlement To Approval):

1. The City attains substantially or more of the same economic and other benefits that are substantially the same or greater than the City would enjoy under a lease subsidy award.

For additional information, please contact:

Stewart Cruz, AICP
City Planner
Email: scruz@cityofdb.org
Tel. (386) 763-5361

State of Florida

Department of State

I certify from the records of this office that ERI'S PROPERTYS LLC is a limited liability company organized under the laws of the State of Florida, filed on June 19, 2015, effective June 15, 2015.

The document number of this limited liability company is L15000107428.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 29, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2020*



Randy R. Lee
Secretary of State

Tracking Number: 4586084657CR

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



BAYWATER CONSTRUCTION INC PROPOSAL FOR SERVICES

For Beach Bagel Cafe

Quote #1
External Work

491978

December 19, 2019

Proposal by Jeremy J Folmsbee, Project Manager

RECEIVED

JAN 14 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

OVERVIEW

The following is a proposal for services to update the existing Exterior and Interior of the building at 3344 S. Atlantic Ave., Daytona Beach Shores, FL 32118

- Exterior Updates are described as the following

- Construct Pergola per plans (provided by others)
- Construct Deck beneath Pergola for designed outdoor seating
- Construct new Façade and decorative Post features to East and North Elevations
- Replace existing overhang soffit with decorative wood soffit (selected by owner) and reconfigure soffit lighting and install new lights

- Interior Updates are described as the following

- Remove existing acoustic ceiling and grid and replace with wood Shiplap ceiling boards
- Reconfigure and install new lighting per plan
- Replace existing AC duct with exposed galvanized tube duct (industrial look)
- Update Interior Finishes per plans

Proposed Labor and Materials cost

Exterior:

Pergola (including foundation footers, PT wood materials, Fasteners and labor) \$9,475.00

Deck (including concrete joists, Composite Deck boards, Fasteners and labor) \$8,650.00

Mansard roof Façade and Decorative post features (materials and labor) \$7,700.00

Soffit (materials and labor) \$4,200.00

Interior:

Labor and Materials to replace ceiling and install shiplap approx. 1000 sq ft \$7500.00

Mechanical Fees to replace AC duct \$3,950.00

\$18,125
* External Work *

Lighting (labor and Material Electrical Subcontractor) \$11,400.00 (exterior Lights included)

Interior Finishes per plans and customer selections \$12,760.00

Process Costs:

Permitting and project plan development \$2000.00

Debris Removal \$2,500.00

Content Manipulation \$1750.00

Safety Blockades and Signage \$1500.00

Project Management and Contractor O/P (20%) \$7300.00

Total Estimated Cost of Proposed Services

\$80,687.00

QUOTE #2

External Work

Above Code Contracting

License # CGC1527473

DATE: 2/17/20

541 Foote Ct, Daytona beach, fl 32114
386-547-4860
abovecodecg@gmail.com

TO Eri Tahiraj
Beach Bagel café of Daytona LLC/ Eris Propertys LLC
3344 S. Atlantic Ave
Daytona Beach shores, FL 32118
386-341-1039

REPRESENTATIVE	JOB	PAYMENT TERMS	DUE DATE
Bernard Purdue	Interior/Exterior Remodel	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Construction of exterior pergola per plan, incl. labor, material, permitting.	13,285	\$22,205 *External Work*
1	Construction of deck per plan w/ concrete joists, labor, fasteners, etc.	8,920	
1	Update exterior soffit and lighting under mansard per customer request (material + labor)	8,250	
1	Construct decorative feature to mansard per plan	6,450	
1	Update ceiling grid to wood panels per plan 1100sqft	8,670	
1	Reconfigure new lighting to plan schematics	9,250	
1	Reconfigure and expose ac ductwork + mechanical fees Per plan	4,890	
1	Interior updates (see plan)	14,860	
1	Debris Removal, dumpster rental	3,450	
1	Permitting fees	2,350	
1	Project Manager Oversight	5,250	
SUBTOTAL			85,635
SALES TAX			5,565
TOTAL			91,200

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

External work
Quote #1 "Paving"

Rockwell Construction Services, LLC
3701 Olson Dr, Suite B
Daytona Beach, FL 32124
(386)-852-3396



DATE: 1/14/20
QUOTE # 20 - 014
Job Name: 3344 S Atlantic Ave

To:	Description (Asphalt Overlay)	QTY	UNIT	UNIT PRICE	TOTAL
Beach Bagel Café ATTN: Demir	Mobilization	1.00	LS	975.00	\$ 975.00
3344 S Atlantic Ave	1" Type SP 9.5 Asphalt Overlay	725.00	SY	21.28	\$ 15,428.00
Daytona Beach, FL 32118	Pavement Markings / Striping	1.00	LS	1475.00	\$ 1,475.00
beachbagelcafe@gmail.com					
614-537-7930				TOTAL BID	\$17,878.00

	Description (Sealcoat + Restripe)	QTY	UNIT	UNIT PRICE	TOTAL
	Gemseal Sealcoat	1.00	LS	2800.00	\$ 2,800.00
	Pavement Markings / Striping	1.00	LS	1475.00	\$ 1,475.00
				TOTAL BID	\$4,275.00

For questions or concerns please
contact:

(386)-852-3396

Colton@rockwellcs.com

www.rockwellcs.com

CUSTOMER SIGNATURE

AUTHORIZED SIGNATURE

Notes & Qualifications

1. Permits & inspection fees by others.
2. Quoted as daytime work.
3. Entire parking lot to be closed for construction.

Note: This proposal is valid for 30 days.

Submitted by: Colton Phillips

Date: 1/14/20

Quote # 2 "Paving" External Work

1



D & W PAVING, INC.
P.O. BOX 250725 HOLLY HILL, FL 32125
p. 386-258-5440 f. 386-258-8546



PROPOSAL

CUSTOMER	
BEACH BAGEL CAFÉ 3344 SOUTH ATLANTIC DAYTONA BEACH, FL	
ATTN:	BEMIR
PHONE	614-537-7930
EMAIL:	BEACHBAGELCAFE.COM@GMAIL

JOB INFORMATION	
BEACH BAGEL CAFÉ 3344 SOUTH ATLANTIC DAYTONA BEACH, FL	
ARCHITECT:	PLANS DATED:

DATE: 1/13/2020

SIGNED: *Clay Durrance*
CLAY DURRANCE - VICE PRESIDENT

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
MOBILIZE/DEMOBILIZE	1	LS	\$800.00	\$ 800.00
RESURFACE EXISTING ASPHALT WITH 1-1/4" TYPE SP-9.5 OR S-III ASPHALT	745	SY	\$16.65	\$ 12,404.25
REMOVE DIRT AND INSTALL BASE (AREA 22' X 8')	1	LS	\$500.00	\$ 500.00
STRIPING	1	LS	\$300.00	\$ 300.00
BARRICADES	1	LS	\$500.00	\$ 500.00
TOTAL COST				\$14,504.25

We propose hereby to furnish material and labor - complete in accordance with specifications above, for the sum of:

IF WORK DOES NOT BEGIN WITHIN 30 DAYS OF A SIGNED CONTRACT OF IF, DURING THE PROJECT, WORK IS POSTPONED, CANCELLED OR STOPPED FOR ANY REASON, THE CONTRACTOR SHALL HAVE THE RIGHT TO CHANGE PRICES OR TO DECLARE THIS AGREEMENT NULL AND VOID.

PROPOSALS ARE BASED UPON BEING ABLE TO BEGIN WORK AND CONTINUE IN AN UNINTERRUPTED MANNER. ONE MOBILIZATION/DEMOBILIZATION IS INCLUDED.

SHOULD THE PROJECT BE POSTPONED, CANCELLED OR STOPPED FOR ANY REASON, ANY ADDITIONAL DEMOBILIZATION/REMOBILIZATION WILL BE INVOICED PER OCCURRENCE.

IF THIS PROPOSAL IS ACCEPTED, PLEASE SIGN AND RETURN A COPY TO D & W PAVING, INC. ALONG WITH A COPY OF THE NOTICE OF COMMENCEMENT IF APPLICABLE, WORK CANNOT BEGIN ON THIS PROJECT UNTIL BOTH DOCUMENTS HAVE BEEN RETURNED.

D & W PAVING, INC. WILL NOT ACCEPT ANY BACKCHARGES FOR DAMAGE CAUSED BY ITS EMPLOYEES UNLESS THE MANAGEMENT OF D & W PAVING, INC. IS NOTIFIED IMMEDIATELY OF THE DAMAGE AND ALLOWED THE OPPORTUNITY TO REPAIR THE DAMAGE BY ITS OWN MEANS AND ITS OWN EXPENSE.

TESTING WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY AT THE EXPENSE OF OTHERS.

D & W PAVING, INC. WILL NOT BE RESPONSIBLE FOR DAMAGE TO UNMARKED UNDERGROUND LINES OR STRUCTURES AS A RESULT OF GRADING OR PAVING OPERATIONS.

D & W PAVING, INC. WILL NOT BE RESPONSIBLE FOR OBTAINING OR BEARING THE COST OF PERMITS.

D & W PAVING, INC. WILL NOT BE RESPONSIBLE FOR AN AS-BUILT SURVEY OR THE COST THEREOF.

PAYMENT IS TO BE MADE UPON COMPLETION OF THE WORK.

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS 30 DAYS PAST DUE. IN THE EVENT D & W PAVING, INC. IS REQUIRED TO ENFORCE THE TERMS OF THIS AGREEMENT, D & W PAVING, INC. SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES AT ALL LEVELS OF LITIGATION INCLUDING APPEALS.

PLEASE READ PAYMENT SPECIFICATIONS CAREFULLY. IN SIGNING THIS CONTRACT YOU ARE LEGALLY BOUND TO THIS PAYMENT PLAN.

PROPOSAL TO BE SIGNED BY AN OWNER (OR OFFICER) OF THE COMPANY OR PROPERTY OWNER.

Authorized Signature: _____

*Must be Signed by Owner or Officer

Print Name & Title: _____

Dated: _____

BUILDING CODE SUMMARY

THIS PROJECT COMES UNDER THE JURISDICTION OF THE FOLLOWING AGENCIES FOR PERMITTING AND APPROVALS:
DAYTONA BEACH SHORES, FLORIDA
SUMMARY BASE, UPDATED: 6TH-JUNE-2018

APPLICABLE CODES

2017 FLORIDA BUILDING CODE: BUILDING 6TH EDITION
2017 FLORIDA BUILDING CODE: EXISTING BUILDING 6TH EDITION
2017 FLORIDA BUILDING CODE: ACCESSIBILITY 6TH EDITION
2017 FLORIDA BUILDING CODE: ENERGY CONSERVATION 6TH EDITION
2017 FLORIDA BUILDING CODE: FUEL GAS 6TH EDITION
2017 FLORIDA BUILDING CODE: PLUMBING 6TH EDITION
2017 FLORIDA BUILDING CODE: MECHANICAL 6TH EDITION
2017 FLORIDA BUILDING CODE: ELECTRICAL 6TH EDITION
2014 NFPA 70: NATIONAL ELECTRICAL CODE
2017 FLORIDA FIRE PREVENTION CODE 6TH EDITION WHICH INCLUDES THE 2015 NFPA 1 & 2015 NFPA 101
ALL AS ADOPTED BY THE STATE OF FLORIDA AND THE CITY OF DAYTONA BEACH SHORES

2017 FLORIDA BUILDING CODE : BUILDING

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION - A-2
(102.1) - TYPE OF CONSTRUCTION - TYPE VB - UN-SPRINKLED

(102) PROTECTION REQUIREMENTS OF BUILDING ELEMENTS

- INTERIOR NONBEARING WALLS: 0
- SEPARATION WALLS: 0
- COLUMNS: 0
- BEAMS, GIRDERS: 0
- FLOORS & FLOOR/CEILING ASSEMBLIES: 0
- ROOFS & ROOF/CEILING ASSEMBLIES: 0
- EXTERIOR BEARING WALLS: 0

INTERIOR FINISHES

ALL INTERIOR FINISHES TO BE CLASS "B" OR BETTER.
ALL EXITS AND EXIT ACCESS SHALL BE CLASS "A" OR BETTER.
CLASS "B" INTERIOR FINISH FLAME SMOKE 28 - 75 SMOKE DEVELOPMENT
0 - 450, CLASS "C" INTERIOR FINISH FLAME SMOKE 75 - 200 SMOKE
DEVELOPMENT 0 - 450.

(TABLE 1004.1.2) MINIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

ASSEMBLY A-2
1 OCCUPANT PER 15 NET DANCE SQ. FT. (502 SQ. FT. / 15 = 33 OCCUPANTS)
1 OCCUPANT PER 5 NET STANDING SQ. FT. (377 SQ. FT. / 5 = 75 OCCUPANTS)
1 OCCUPANT PER 100 NET KITCHEN SQ. FT. (387 SQ. FT. / 100 = 3 OCCUPANTS)
TOTAL OCCUPANCY = 117

(1009.3.1 & 1009.3.2) EGRESS WIDTH PER OCCUPANT SERVED

STAIRWAYS 0.3 INCHES X 0 OCCUPANTS = 0 INCHES REQUIRED (N/A INCHES PROVIDED)
OTHER EGRESS 0.2 INCHES X 117 OCCUPANTS = 23.4 INCHES REQUIRED (102 INCHES PROVIDED)

(1009.7.1) DOOR ENCROACHMENT DOORS, WHEN FULLY OPENED, SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN INCHES (178 MM). DOORS IN ANY POSITION SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN ONE-HALF.

(1009.3.2) BUILDINGS EGRESS ILLUMINATION

IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:
1. INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3. EXIT PASSAGEWAYS.
4. STAIRWELLS AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH SECTION 1028.1.
5. EXTERIOR LANDSCAPES AS REQUIRED BY SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE.

(1010.1.2) DOOR SWING, EGRESS DOORS SHALL BE PROVIDED OR SIDE HINGED SWINGING TYPE.

PAVED OR SIDE-HINGED SWINGING DOORS SHALL SWING IN THE DIRECTION OF EGRESS TRAVEL WHERE SERVING A ROOM OR AREA CONTAINING AN OCCUPANT LOAD OF 50 OR MORE PERSONS OR A GROUP "H" OCCUPANCY.

(TABLE 1017.2) EXIT ACCESS TRAVEL DISTANCE

OCCUPANT LOAD (PERSONS PER STORY): 1-500 PERSONS
MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 75 (FEET)
MAXIMUM NUMBER OF EXITS (PER STORY): 2 EXITS PER STORY
CANNOT EXIT THROUGH A STORAGE AREA

2017 FLORIDA BUILDING CODE 6TH EDITION

2017 FLORIDA BUILDING CODE: PLUMBING

(TABLE 403.1) MINIMUM NUMBER OF PLUMBING FIXTURES

TOTAL OCCUPANTS - ASSEMBLY: 117
WATER CLOSETS REQUIRED - (1 PER 25 OCCUPANTS)
LAVATORIES REQUIRED - (1 PER 200 OCCUPANTS)
BATHS / SHOWERS REQUIRED - (N/A)
DRINKING FOUNTAINS REQUIRED - (0)
OTHER - (1 SERVICE SINK)

2015 NFPA 1: FIRE CODE

(NFPA 1: 11.1.8.1.1) VENTS SHALL BE PROVIDED FOR THE FIRE DEPARTMENT TO DISCONNECT THE ELECTRICAL SERVICE TO A BUILDING, STRUCTURE, OR FACILITY WHEN THE ELECTRICAL INSTALLATION IS COVERED UNDER THE SCOPE OF NFPA 70

2015 NFPA 101: LIFE SAFETY CODE

(NFPA 101: 7.10.1.3) EXIT DOOR TACTILE SIGNAGE. TACTILE SIGNAGE SHALL BE PROVIDED TO MEET THE FOLLOWING CRITERIA UNLESS PROVIDED IN 7.10.1.4 (1) TACTILE SIGNAGE SHALL BE LOCATED AT EACH EXIT DOOR REQUIRING AN EXIT SIGN (2) TACTILE SIGNAGE SHALL READ AS FOLLOWS: EXIT. (3) TACTILE SIGNAGE SHALL COMPLY WITH 703 OF IFBA AMERICAN NATIONAL STANDARD FOR ACCESSIBLE AND USABLE BUILDING AND FACILITIES

EXIT DOORS - SHALL NOT BE SUBJECT TO THE USE OF A KEY OR REQUIRE SPECIAL KNOWLEDGE TO OPERATE

GENERAL NOTES

EGRESS DOORS

EACH DOOR IN MEANS OF EGRESS MAY BE PROVIDED WITH A LATCH OR LOCK ONLY IF IT IS PANG HARDWARE OR FIRE EXIT HARDWARE, WHICH RELEASES HIS PRESSURE OF 100 MORE THAN 15 LB. IS APPLIED TO THE RELEASED DEVICE IN THE DIRECTION OF EXIT TRAVEL. SUCH RELEASED DEVICE MAY BE BARS OR PANELS EXTENDING NOT LESS THAN ONE-HALF THE WIDTH OF THE DOOR AND PLACED AT HEIGHTS SUITABLE FOR THE SERVICE REQUIRED, BUT NOT LESS THAN 30 INCHES OR MORE THAN 48 INCHES ABOVE THE FLOOR. WHENEVER PANG HARDWARE IS USED ON A LABELED FIRE DOOR, THE PANG HARDWARE SHALL BE LABELED AS FIRE EXIT HARDWARE.

FLOOR & WALL PENETRATIONS

BE ACCORDING TO RATING OF ASSEMBLY BY A SYSTEM BEARING THE APPROPRIATE UL DESIGN NO. THESE ASSEMBLIES ARE TO BE SUBMITTED TO THE AGENCY FOR APPROVAL AND COPIES OF ASSEMBLY DETAILS TO BE KEPT ON SITE BY CONTRACTOR DURING CONSTRUCTION.

BOX FOR OFFICIALS USE

ALL TEXT REQUESTED TO BE PRESENTED THAT ARE NOT PRESENTED ON THESE DOCUMENTS SHALL BE RECORDED AS PRESENTED IN THESE PLANS CONFORM TO THE 2017 FLORIDA BUILDING CODE

ABBREVIATIONS:

ABV. ABOVE	EA. EACH	MA. MASTER	REQ'D. REQUIRED
A/C AIR CONDITIONER	EL. ELEC. ELECTRICAL	MANUF. MANUFACTURER	RM. ROOM
ACU. AMERICAN CONCRETE INSTITUTE	EM. EMBROIDERY	MIN. MINIMUM	RND. ROUNDED
APP. ABOVE FINISHED FLOOR	EMER. EMERGENCY	ME. MECHANICAL	S. SHELTER
ATL. AIR HANDLER	EXT. EXTERIOR	MONO. MONUMENT	SFP. SOLE FRAINING PRESSURE
AW. AMPERS	FIX. FIXTURE	MEAN PER HOUR	SHT. SUCTON
ALUM. ALUMINUM	FL. FLOOR	MAIN WOOD JOIST RESISTING SYSTEM	SIG. SINGLE RING
ASCE. AMERICAN SOCIETY OF CIVIL ENGINEERS	FIXED GLASS	NOT APPLICABLE	SPEC. SPECIFICATIONS
ATK. ALL THREADED ROD	FLR. FLOOR	FOR WOOD CONSTRUCTION	SQ. FT. SQUARE FOOT
B. BOTTOM	FOUND. FOUNDATION	NOT INCLUDED	SW. SWITCH
BLOCK	FOOTING	WHEEL	SW. SWEAR TAIL CONNECTOR
BOT. BOTTOM	GA. GYPSUM ASSOCIATION	ON CENTER	SWS. SWEAR TAIL SEGMENT
SEC. SEARING	CAL. CALLOAN	ORIENTED STRAND BOARD	SIP. SOUTHERN YELLOW PINE
CO. COOKTOPS AND CLADDING	CAV. GALVANIZED	PRESSURE	T. TOP
CANT. CANTILEVER	GR. GLASS BLOCK	PASALLE	T&G. TONGUE AND GROOVE
CIR. CIRCUIT	CHD. CHIMNEY	PASALLE	TEMP. TEMP.
CID. CEILING	CFL. GROUND FAULT INTERRUPT	PCHD. PERCENT	THK. THICK
CMU. CONCRETE MASONRY UNIT	CLS. CLASS	FEDERAL	T-SAIL. T-SAIL
CLAN. OUT	CITY. CITY	PERFECT	TV. TELEVISION
COL. COLUMN	HS. HOUSE HIB	PLATE	TY. TYPICAL
COMP. COMPACTED	HDR. HEADR	PLUMB. PLUMB	UL. UNDERWRITERS LABORATORIES INC.
COND. CONDENSER	HGT. HEIGHT	PLUMB. PLUMB	UNLESS NOTED OTHERWISE
CONT. CONTINUOUS	HOR. HORIZONTAL	PLUMB. PLUMB	USG. UNITED STATES GYPSUM COMPANY
CPT. CANOPY	HOT. HOT	PLUMB. PLUMB	V. VENTS
D. DETAIL	HOT. HOT	PLUMB. PLUMB	VENT. VENTILATED
DOOR. DOOR	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DET. DETAIL	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DIA. DIAMETER	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DISC. DISCONNECT	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DL. DEAD LOAD	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DR. DOOR	HOT. HOT	PLUMB. PLUMB	VINT. VINT
DY. DRYER	HOT. HOT	PLUMB. PLUMB	VINT. VINT

LEGEND & SYMBOLS:

1/4" DIA. ROD IN FILLER CELL	DUPLICATE REC.	WATER CLOSET
1/4" DIA. ROD IN FILLER CELL	220 VOLT REC.	LAVATORY
1/4" DIA. ROD IN FILLER CELL	WATER PROOF REC.	KITCHEN SINK
1/4" DIA. ROD IN FILLER CELL	GROUND FAULT REC.	LAUNDRY TUB
1/4" DIA. ROD IN FILLER CELL	1/2" STRUTTED REC.	BATH TUB AND SHOWER
1/4" DIA. ROD IN FILLER CELL	SWITCH	CORNER TUB
1/4" DIA. ROD IN FILLER CELL	2 WAY SWITCH	SHOWER
1/4" DIA. ROD IN FILLER CELL	INCAND. CEILING FAN	WASHING MACHINE
1/4" DIA. ROD IN FILLER CELL	INCAND. WALL FIC	WATER HEATER
1/4" DIA. ROD IN FILLER CELL	TRACK CEILING FIC	SHOWER HEAD
1/4" DIA. ROD IN FILLER CELL	FLUORESCENT FIC	SHOWER VALVE
1/4" DIA. ROD IN FILLER CELL	EXTERIOR FLOOD LIGHT	
1/4" DIA. ROD IN FILLER CELL	CEILING FAN	
1/4" DIA. ROD IN FILLER CELL	220 VOLT JUNCTION BOX	
1/4" DIA. ROD IN FILLER CELL	110 VOLT JUNCTION BOX	
1/4" DIA. ROD IN FILLER CELL	EXHAUST FAN	
1/4" DIA. ROD IN FILLER CELL	SMOKE DETECTOR WITH BATTERY BACKUP	
1/4" DIA. ROD IN FILLER CELL	PRONG JACK	
1/4" DIA. ROD IN FILLER CELL	CABLE CONNECTION	
1/4" DIA. ROD IN FILLER CELL	RECESSED CAN LIGHT	

DAYTONA BEACH SHORES FLORIDA
BEACH BAGEL CAFE
DINER • BREAKFAST • LUNCH • BAGELS • DELI

DRAWING INDEX:

1. LOCATION PAGE
2. COVER PAGE
3. FOUNDATION PAGE
4. PAVER & LANDSCAPE PLAN

AREA TABULATIONS	
272sf	PAVER AREA
58sf	LANDSCAPE AREA
330sf	TOTAL

EXISTING BUILDING:

THESE PLANS CONFORM TO THE
FLORIDA EXISTING BUILDING CODE 2017

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.



STANLEY P. HOELLE
ARCHITECT
1111 WASHINGTON BL.
DAYTONA BEACH, FLORIDA 32117
386-254-1111 EXT. 310

NOTICE: THE USER OF THESE PLANS AND SPECIFICATIONS SHALL BE RESPONSIBLE FOR THE DESIGN, SPECIFICATIONS AND PUBLICATION THEREOF. NO REPRODUCTION OR PUBLICATION IN ANY MANNER, IN WHOLE OR PART, IS PERMITTED. TITLE TO THE INVENTION AND SPECIFICATIONS REMAIN IN THE DESIGNER'S HAND. NO REPRODUCTION OR PUBLICATION IN ANY MANNER, IN WHOLE OR PART, IS PERMITTED. TITLE TO THE INVENTION AND SPECIFICATIONS REMAIN IN THE DESIGNER'S HAND. NO REPRODUCTION OR PUBLICATION IN ANY MANNER, IN WHOLE OR PART, IS PERMITTED. TITLE TO THE INVENTION AND SPECIFICATIONS REMAIN IN THE DESIGNER'S HAND.

(ALL CONTRACTORS & SUBS) ALL CHANGES ARE TO BE MADE BY THE ARCHITECT. NO OTHER WORK DESIGNED TO THE DESIGN PROFESSIONAL OF RECORD (FROM A CONSTRUCTION)

SEAL BOX

COMMERCIAL
RESTAURANT REMODEL

OWNER:

ERI'S PROPERTIES
LLC.

PLAN DATE:

December 10,
2019

"PLANS CONFORM TO"

2017 FLORIDA BUILDING CODE
2015 NFPA 101: LIFE SAFETY CODE
2015 NFPA 70: NATIONAL ELECTRICAL CODE
2015 NFPA 72: NATIONAL FIRE ALARM AND SIGNALING CODE
2015 NFPA 99: NATIONAL FIRE PROTECTION ASSOCIATION STANDARD FOR STRUCTUREALLY ADEQUATE FOR ALTERATION LEVEL 2

WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: 15

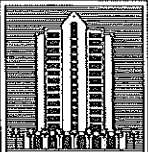
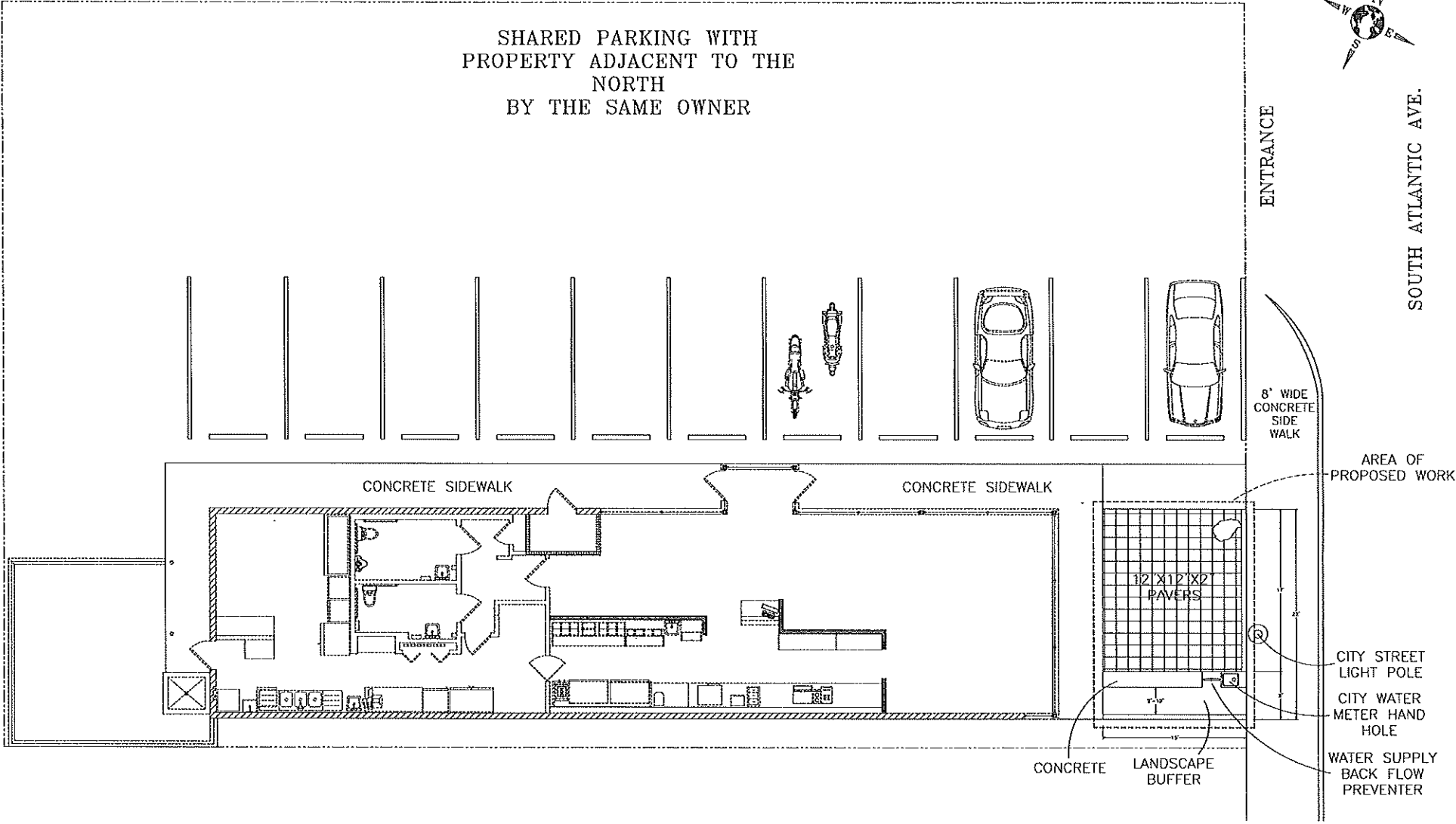
STANLEY P. HOELLE
ARCH #9033

LOCATION:

3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

PAGE:

1
OF 4



STANLEY P. HOELLE
ARCHITECT
1114 WEST 17TH AVE.
DAYTONA BEACH, FLORIDA 32127
386-255-8700 EXT. 812

CONTRACT NOTICE
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FOR WHICH THEY WERE PREPARED
AND PUBLICATION THEREIN IS
EXPRESSLY LIMITED TO SUCH USE.
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PUBLICATION BY ANY METHOD, IN
WHOLE OR PART, IS PROHIBITED.
TITLE TO THE DRAWINGS AND
SPECIFICATIONS REMAIN IN THE
POSSESSION OF THE ARCHITECT.
VISUAL CONTACT WITH THOSE
DRAWINGS AND SPECIFICATIONS
SHALL CONSTITUTE FORTHWITH
EVIDENCE OF THE ACCEPTANCE OF
THESE RESTRICTIONS.

(ALL CONTRACTORS &
SUB-CONTRACTORS)
ALL CHANGES ARE TO BE
NOTIFIED BY THE ARCHITECT,
ENGINEER, &/OR DESIGNER

ALL CHANGES
MUST BE MADE KNOWN
TO THE DESIGN PROFESSIONAL
OF RECORD
(PRIOR TO CONSTRUCTION)

SCALE: 1/8" = 1'-0"

COMMERCIAL
RESTAURANT REMODEL OF
EXISTING PAVE PATIO

OWNER:
ERI'S PROPERTYS
LLC.

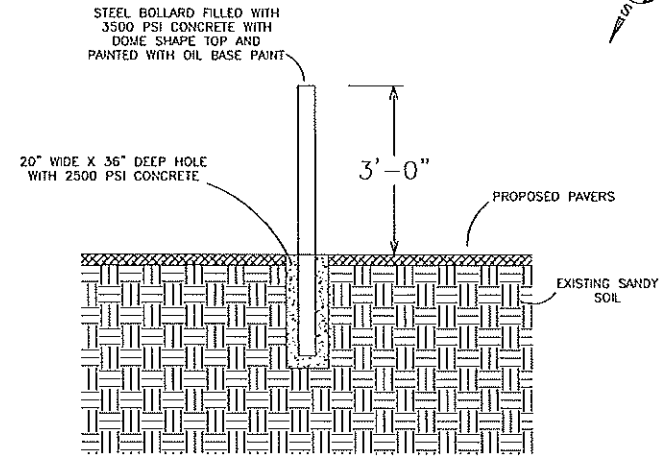
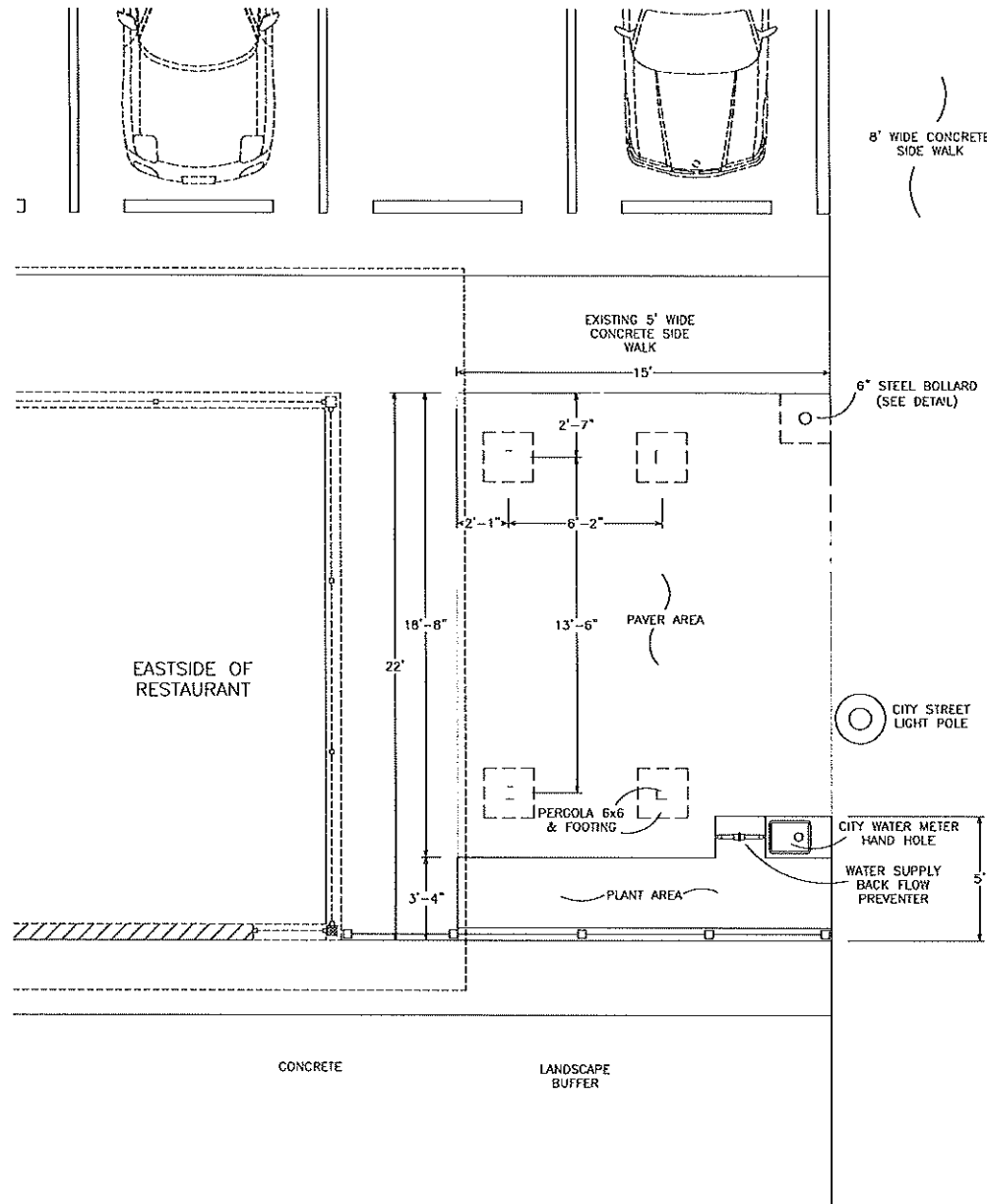
PLAN DATE:
December 10,
2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL ELEC CODE
2015 WFCM DESIGN CRITERIA
2014 ASCE 7-10 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERATION LEVEL: 2
RISK CATEGORY: 2
WIND VELOCITY (MPH): 110
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: 18

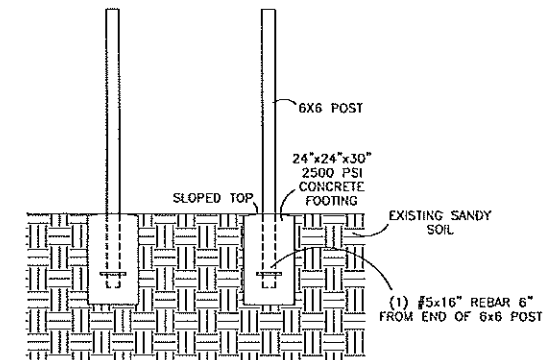
STANLEY P. HOELLE
ARCH #9033

LOCATION:
3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

PAGE:
2 OF 4



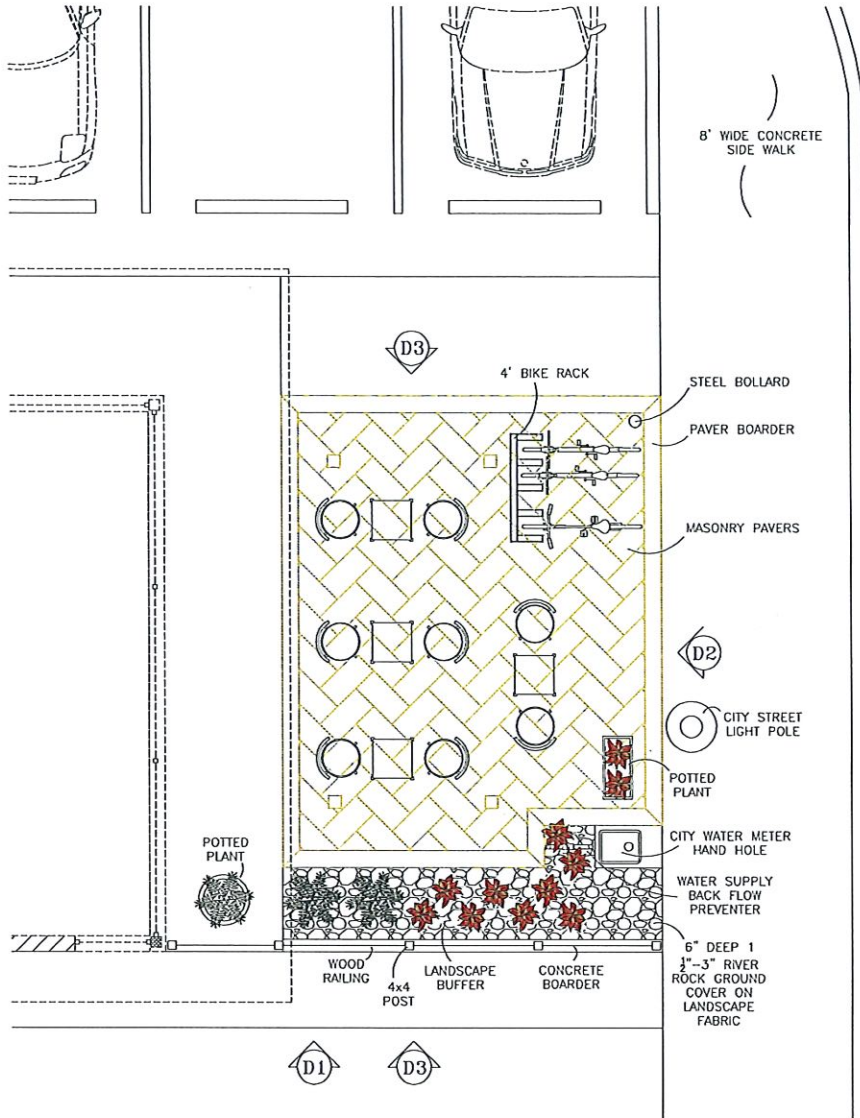
BOLLARD DETAIL



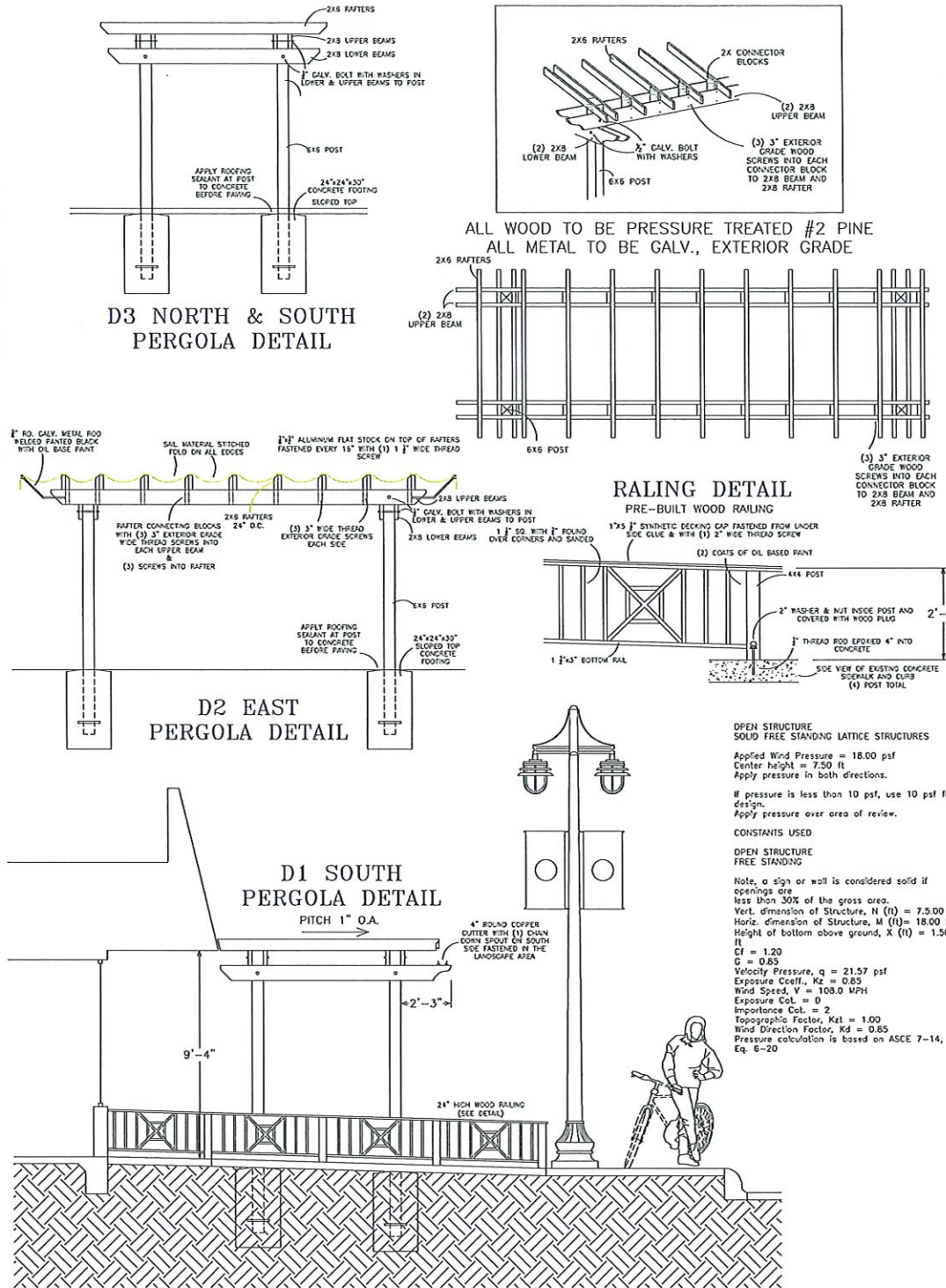
PERGOLA FOUNDATION DETAIL:



 STANLEY P. HOELLE ARCHITECT 1111 WESTSIDE DR. DAYTONA BEACH, FLORIDA 32127 386-292-9133 EXT. 812
NOTICE: THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE PROJECT AND FOR WHICH THEY WERE PREPARED AND NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY VIOLATION OF THESE RESTRICTIONS SHALL CONSTITUTE PERJURY AND BE SUBJECT TO THE FULL FORCE OF THE LAW. (ALL CONTRACTORS & SUB-CONTRACTORS) ALL CHANGES ARE TO BE NOTED BY THE ARCHITECT, ENGINEER, &/OR DESIGNER. ALL CHANGES MUST BE MADE IN ACCORDANCE WITH THE DESIGN PROFESSIONAL OF RECORD (PRIOR TO CONSTRUCTION).
SEAL OF COMMERCIAL RESTAURANT REMODEL OF EXISTING PAVE PATIO
OWNER: ERI'S PROPERTIES LLC.
PLAN DATE: December 10, 2019
"PLANS CONFORM TO" 2017 FLORIDA BUILDING CODE 2014 NATIONAL ELEC CODE 2015 IFPE DESIGN CRITERIA 2014 ASCE DESIGN CRITERIA STRUCTURALLY ADEQUATE FOR ALTERATION LEVEL: 2 WIND CATEGORY: 2 WIND VELOCITY (MPH): 140 EXPOSURE CATEGORY: D INTERNAL PRESSURE: 1.0
STANLEY P. HOELLE ARCH #9033
LOCATION: 3344 S. ATLANTIC AVE., DAYTONA BEACH SHORES
PAGE: 3 OF 4



SITE PLANTING SCHEDULE					
SYMBOL	QTY.	TYPE	HGT.	SPRD.	REMARKS
	3	ABBRV.-RR BOTANICAL-RAVENEA RIVULARIS COMMON NAME-MAJESTIC PALM	3'	2'	3 GAL.
	11	ABBRV.-CV BOTANICAL-CODIAEUM VARIEGATUM COMMON NAME-GARDEN CROTON	24"	14"	4" POT @ 12" O.C.



STANLEY P. HOELLE ARCHITECT
1114 HIGHLAND AVE.
DAYTONA BEACH, FLORIDA 32127
385-225-5170 EXT. 912

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(ALL CONTRACTORS & SUB-CONTRACTORS) ALL CHANGES ARE TO BE VERIFIED BY THE ARCHITECT, ENGINEER, &/OR DESIGNER.

ALL CHANGES "MUST BE MADE KNOWN" TO THE DESIGN PROFESSIONAL OF RECORD (PRIOR TO CONSTRUCTION)

SEAL OF
COMMERCIAL
RESTAURANT REMODEL OF
EXISTING PAVE PATIO

OWNER:
ERI'S PROPERTIES LLC.

PLAN DATE:
December 10, 2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL ELEC CODE
2015 NFPA DESIGN CRITERIA
2014 ASCE 24 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERATION LEVEL: 2
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: 18

STANLEY P HOELLE
ARCH #9033

LOCATION:
3344 S. ATLANTIC AVE., DAYTONA BEACH SHORES

PAGE:
4 OF 4

EDP EVALUATION CRITERIA- Alternative Grants & Renovations									
Business Name:		Eris Propertys LLC				Address:		3344 S. Atlantic Ave	
Business Type:		Landlord		Vacant Space: NA		Evaluation Date:		3/10/20	Application No.: 12020003
A	Mandatory Criteria-City Planner					Yes	No	Comment	
1	Location in Targeted Area?					X			
2	Targeted Business?					X		External improvements will complement the proposed full service restaurant with dinner service.	
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?							N/A	
4	Is Business a Permitted Use /Non-Residential/Mixed Use?					X			
5	Appropriate Zoning Consistent w/ Comp Plan?					X			

B	Supplemental Criteria Met-City Attorney	Yes	No	NA	Comment
1	Current w/ Applicable Taxes, Fees, Etc.?			X	This will be evaluated prior to payout, if approved.
2	Subject to Related Foreclosure, Bankruptcy or Defaults?				Unknown.
3	Current Related Code or Ordinance Violations?			X	This will be evaluated prior to payout, if approved.
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	General Grant Criteria-Committee	Yes	No	Amount	Comment
1	New jobs created?	X			Indirectly from the High Tide Kitchen transformation.
2	Capital investment made?	X			See E.2 below.
3	Desirable business type?	X			
4	Attract desirable new business?				Possibly.
E	Alternative Grant (AG) & Renovation & Dev. (R&D) Criteria-Committee	Yes	No	NA	Comment
1	(AG)-Same or more economic & other benefits as lease subsidy?			X	
2	R&D-Spur additional development and private investment?	X			Business owner and landlord collectively will be expending over \$100,000 to improve the interior and external space and property.
3	R&D-Create effective merchandise mix?			X	A full service restaurant with dinner service will be added due to project.
4	R&D-Substantial positive visual and aesthetic impact to the City?	X			See attached plans.
5	R&D-Fill vacant retail space?			X	The space is currently a restaurant use.
6	R&D-Increase real property value(s)?	X			Physical external improvements associated with the new restaurant will increase value.
7	R&D-Increase employment opportunities?	X			Indirectly, per Beach Bagel-High Tide Kitchen application, additional jobs will be created due to the restaurant transformation.
8	R&D-Complement other development by providing enhanced activities?	X			The interior renovation will complement the external outdoor dining.
9	Additional City Council Criteria?				This is at the discretion of the City Council.



CITY COUNCIL AGENDA MEMORANDUM

MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Grant Application 12020004: Beach Bagel Cafe of Daytona, LLC-3344 S. Atlantic Avenue

SYNOPSIS:

On January 14, 2020, the City received Economic Development Grant application 12020004 from Beach Bagel Cafe of Daytona, LLC, owner of the Beach Bagel Cafe located at 3344 S. Atlantic Avenue. The property is located on the west side of S. Atlantic Avenue across from the Marbella condominium. The application is for a lease subsidy grant that would allow the business owner to renovate the interior space of the building to assist in the transformation of the Beach Bagel Cafe to the new High Tide Kitchen full service restaurant.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Economic Development Ordinance 2019-06 (attached under item 11.B of this agenda). Sec. Four (a) of the ordinance establishes a Commercial Lease Subsidy Program while Sec. Four (d) states "lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council." Lease subsidies are capped at \$20,000.

The Beach Bagel Cafe of Daytona, LLC, is one of two tenants on the 3344 S. Atlantic Avenue property. The restaurant is transforming to High Tide Kitchen, which is a different restaurant concept from the existing Beach Bagel Cafe. The new business would be a full service restaurant, rebranded and redesigned to provide an enhanced dining experience in a space that provides a coastal look with industrial accents. As a full service restaurant, the business will also extend hours to serve dinner and hire additional employees.

The business owner is proposing a significant renovation of the existing space to accommodate the new restaurant concept. Among other things, the business owner is proposing to update the ceiling, lighting, AC duct work, a new hood system and interior finishes.

The Economic Development Committee requires a minimum of two quotes for improvement grant applications. The low and high bids for the proposed work are \$48,720 and \$50,720 respectively. The quote for the hood system is \$26,110.

LEGAL REVIEW:

RECOMMENDATION:

NOTE: The Economic Development Committee has established an internal evaluation criteria and guidelines for recommendations. The guidelines recommend all improvement grants be matching dollar for dollar. If approved, the payout would be \$20,000 since the ordinance caps payouts at \$20,000. However, the reimbursement would be based on actual costs expended within the scope of the project as approved by the City Council.

A grant evaluation worksheet is attached to assist the City Council in their decision making process.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Economic Development Grant Application 12020004 and its accompanying grant agreement as presented."

OR

2. "I move to approve Economic Development Grant Application 12020004 and its accompanying grant agreement with the following conditions..."

OR

3. "I move to deny the application and its accompanying grant agreement on the basis of the following..."

ATTACHMENT:

1. Beach Bagel-High Tide Kitchen-Buildout Grant Application
2. Beach Bagel-Buildout Plans
3. Beach Bagel-High Tide Kitchen-Grant Evaluation Worksheet

12020004

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

491978

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED:

REFERENCE:

RECEIVED

(Please Print)

JAN 14 2020

APPLICANT NAME: Beach Bagel Cafe of Daytona LLC

CONTACT PERSON (if an entity): Erision Tahiraj

ADDRESS: 3344 S Atlantic Ave

CITY: Daytona Beach Shores

STATE: FL

ZIP: 32118

TELEPHONE: 386-341-1039

FAX:

EMAIL ADDRESS: Beachbagelcafe@gmail.com

**BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES**

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☐ New Business (Buildout or Lease Subsidy)

☐ Existing Business Expansion

☐ Existing Business Relocation

☐ Existing Business Lease Extension

Other

☐ Land Purchase

☐ Façade/Beautification

☒ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: 3344 S Atlantic Ave

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 533503050030

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value	\$ 253,987	Year: 2019
Maximum New Investment Value	\$	
Certified by a licensed Florida Engineer or Architect	\$	

PROJECT DESCRIPTION:

PROJECT BENEFITS TO THE CITY:

REQUIRED PROJECT CHECKLIST:

- ☐ Certification by Applicant
- ☐ Application Authorization or Affidavit of Ownership
- ☐ Site plan, building plans, elevations and a detailed scope of work
- ☐ Business Plan
- ☐ Estimate by a Licensed Engineer or Architect certifying amount of new investment
- ☐ Most recent property tax bill and truth in millage statement

RECEIVED

JAN 30 2020

CERTIFICATION BY APPLICANT

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: 

DATE: 1/29/2020

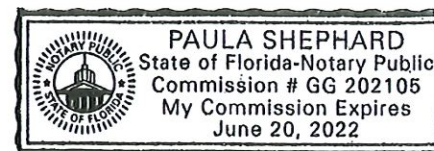
PRINTED NAME: Erisia Tahiraj

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of January, 2020 by Erisia Tahiraj, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires: June 20, 2022

Printed Name:
NOTARY PUBLIC

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: 3344 S Atlantic Ave
TAX PARCEL ID: 533503050030

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

NAME PRINTED

OWNER (Printed Name)

DEMIR TAHIRAJ

WITNESS #2 (Signature)

NAME PRINTED

OWNER (Signature)

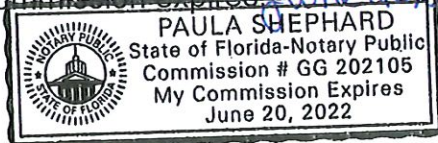


STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of Jan, 2020
by Demir Tahiraj, who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires June 20, 2022



Printed Name: PAULASHEPHARD
NOTARY PUBLIC

***NOTE: If more than one owner please provide additional affidavit of ownership for each owner.**

AUTHORIZATION TO APPLY

I, Demir Tahiraj, am the owner of the following described property:
PROPERTY ADDRESS: 3349 S. Atlantic Ave

I do hereby authorize the following named individual or entity to apply for an Economic Development grant and enter into an agreement with the City of Daytona Beach Shores.

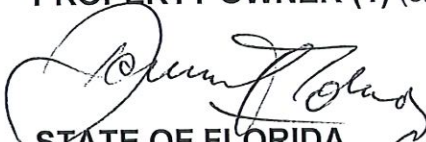
AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE) Erison Tahiraj

PROPERTY OWNER (1) (Print Name)

DEMIR TAHIRAJ

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)


STATE OF FLORIDA

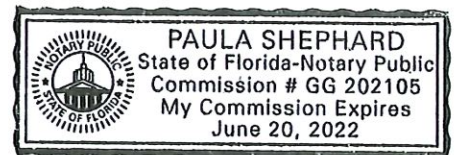
PROPERTY OWNER (2) (Signature)

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 2020
by Demir Tahiraj, who is personally known to me, OR who has produced
as identification and did (did not) take an oath.

My commission expires: June 20, 2022

Printed Name: PAULA SHEPHARD
NOTARY PUBLIC





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
BEACH BAGEL CAFE OF DAYTONA LLC

Filing Information

Document Number	L14000183124
FEI/EIN Number	47-2424777
Date Filed	11/26/2014
Effective Date	12/01/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/17/2019
Event Effective Date	NONE

Principal Address

3344 S ATLANTIC AVE.
DAYTONA BEACH SHORES, FL 32118

Mailing Address

3344 S ATLANTIC AVE.
DAYTONA BEACH SHORES, FL 32118

Registered Agent Name & Address

Tahiraj, Erision
3344 S ATLANTIC AVE.
DAYTONA BEACH SHORES, FL 32118

Name Changed: 04/10/2019

Address Changed: 04/16/2018

Authorized Person(s) Detail

Name & Address

Title Manager

Tahiraj, Erision
3344 S ATLANTIC AVE.
DAYTONA BEACH SHORES, FL 32118

Annual Reports

Report Year	Filed Date
-------------	------------

Report Year	Filed Date
2017	04/27/2017
2018	04/16/2018
2019	04/10/2019

Document Images

12/17/2019 -- LC Amendment	View image in PDF format
04/10/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
11/26/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

PROGRAM APPLICATION PROCESS

1. Applicant meets with staff to discuss economic development program and potential project eligibility.
2. Applicant submits a complete application for staff eligibility review.
3. Staff conducts eligibility review and prepares City Council report.
4. City Attorney drafts agreement for City Council consideration.
5. City Council evaluates application, staff report and draft agreement and makes a final determination in approval of the grant and associated terms.

GRANT PAYMENTS ELIGIBILITY AND PROCESS

1. The applicant shall provide make a request in writing and provide firm evidence to the Finance Director that all terms and conditions of the agreement approved by the City Council have been satisfied.
2. Upon review of the evidence provided and legal review, the Finance Director shall provide a recommendation to the City Manager who shall determine whether the applicant has met all terms and conditions of the agreement to the satisfaction of the City.

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW

(See Ordinance Number 2019-06)

A. ECONOMIC DEVELOPMENT LAND PURCHASE PROGRAM (LPP):

To encourage the renovation, development, redevelopment and productive use of lands and buildings within the City, the City Council may enter development agreements, which may relate to either City-owned property (an RFP is currently issued for a parcel) or non-City-owned real property. The City shall impose conditions in each development to prevent a buyer purchasing City-owned real property from holding the real property for investment purposes or implementing a flip of the real property. The City's goal is that the real property shall be expeditiously developed in a high quality manner for the benefit of the citizens of the City.

LPP Benefits:

Purchaser of the land may receive a grant of up to a 10% of the purchase price to allow: (1) the purchaser of a **City owned** real property to use the funds to assist in the development of the real property or (2) the purchaser of a **non-City owned** real property to use the funds to assist in the build out of the real property.

City Considerations (There Is No Entitlement To Approval):

1. Development plans must be of high quality.
2. Development plans must enhance high quality economic development of the City.

B. ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM (LSP):

This program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to the following: (a) expansion of existing tenancies; (b) new businesses within the City; (c) existing businesses which desire to relocate to a larger space in the City; and (d) businesses which extend a lease for a longer term of at least three (3) years.

LSP Program Benefits:

Over a three (3) year period in order to assist selected businesses to commence economic activity and remain a going concern, leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease. The total amount awarded under the lease subsidy program may not exceed \$20,000.00.

LSP Program Requirements:

1. Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed use purpose (as set forth in a binding development agreement or development order) are eligible under the Program for lease subsidy assistance.
2. Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council.
3. Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
4. Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.
5. The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.
6. The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Council, the City will then issue a letter approving the subsidy subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.
7. Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.
8. The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

City Considerations (There Is No Entitlement To Approval):

1. Expansion of Existing Tenancies: As solely and exclusively determined by the City Council based upon the economic development needs of the City as determined by the City Council.
2. Existing Business Relocation: Relocation to a larger space will result in enhanced business operations or employment.
3. Lease Extension: (1) Lease is extended for a longer term of at least three (3) years; and (2) extension will result in enhanced business operations or employment.

4. All Types: (a) Number of new jobs created; (b) the desirability of the type of business for the City; and (c) capital investment to be made.

Additional City Considerations for LSP & AGP (There Is No Entitlement To Approval):

The City Council shall evaluate applications based on such criteria as it deems appropriate and in the best interest of the City to include, but not be limited to, the following:

1. Businesses that due to their success will attract other businesses to the City.
2. Renovation and development projects that will spur additional development and private investment.
3. Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix.
4. Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City.
5. Renovation and development projects that will result in filling vacant retail space.
6. Renovation and development projects that will increase real property value(s).
7. Renovation and development projects that will increase employment opportunities within the City.
8. Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City.

C. ALTERNATIVE GRANT PROGRAM (AGP):

In the event that an owner of real property has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example, facade or beautification grant agreements. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held, or the business operated. The total amount of the grant under an agreement may not exceed \$20,000.00.

City Considerations (There Is No Entitlement To Approval):

1. The City attains substantially or more of the same economic and other benefits that are substantially the same or greater than the City would enjoy under a lease subsidy award.

For additional information, please contact:

Stewart Cruz, AICP
City Planner
Email: scruz@cityofdbb.org
Tel. (386) 763-5361

Project Description

INTRODUCTION

Daytona Beach Shores, a sliver of land between the Halifax River and the Atlantic Ocean, is a unique coastal community with a location that is both a strength and a weakness. While there is no disputing the beauty and pleasures of this natural setting, the narrow band of land severely limits growth of a substantial core of amenities for its large residential and visitor community. Hence development of its public and commercial spaces must be carefully planned. Fortunately, South Atlantic Avenue (Route A1A) from Dunlawton Bridge north to the City's Public Safety building is ripe for friendly commercial development. Our proposal offers a project that will contribute a much needed amenity to the west side of A1A: the transformation of Beach Bagel Cafe into a full service restaurant. With a combination of additional upgraded indoor and outdoor space, streamlined operations, expanded hours and menu, plus a new identity, we can enhance the dining experience for both residents and visitors. Toward that end we are asking for funding from the City of Daytona Beach Shores Economic Development Program to match our investment in undertaking an enhancement of Beach Bagel Cafe. With funding secured we can complete this project in time for the 2020 summer season.

BEACH BAGEL CAFE TODAY

We are a small, family owned cafe. We have been in business since 2013 at 3344 South Atlantic Avenue (the west side of Route A1A), open daily from 7:00 a.m. to 3:00 p.m., offering a variety of breakfast and lunch choices. We also sell authentic New York bagels and various dessert pastries.

Our property consists of an asphalt parking lot and a long narrow building housing the cafe with seating, an open grill, and support space. The parking area, measuring 2000-2500 square feet, accommodates 27 parking spaces, including two spaces for handicapped accessibility. A sign, Beach Bagel Cafe, is located at the driveway entrance. A small patio near the A1A highway offers seating for 8 people.

The interior, approximately 2,000 square feet, has 12 tables and a bar that seats five. The grill and all food preparation are located in full view across from the bar seating. The cash register is set off to the far right away from the entrance. Food preparation and serving staff work in the same area between the bar and grill.

OUR PROPOSAL: TRANSFORMATION TO HIGH TIDE KITCHEN

With support from the City, we propose remodeling and upgrading both interior and exterior spaces to improve workflow, add additional seating, and enhance the overall customer experience. Exterior changes (Attachment A) include repair (or repavement?) of the parking lot as needed, including new curb cuts for handicapped parking and closer access to the entrance. We also propose expansion of the outdoor dining area to create a more inviting outdoor seating area, adding ambiance with a pergola for shade and screening from highway noise and exhaust fumes. We will paint the baby blue mansard to a rustic blue and frame it with the same wood being used for the pergola, giving the restaurant a more unified look. Last, we will locate more visible signage with our new name and color scheme.

In the interior we will improve staff and customer flow by moving the cash register closer to the entrance/reception area. The current work areas for both serving and food preparation staff are in the same narrow space. While we plan to consolidate and continue food preparation in full public view, we will move the service staff access to western corner of the restaurant by installing a new 14ft hood range. By streamlining and consolidating functions, we will expedite customer turnover and improve guest experience. We will change the decor to better reflect the rustic charm and vitality of our nautical location and offer additional dining offerings.

These physical changes will allow us to make major operational change as well. We will add dinner service with a menu that will invite residents, visitors, and their families to join us in our kitchen. This addition of hours and tables inside and out will require a staff increase from 8 to 13-15. Further, we intend to increase our marketing, particularly online, with an additional target market— residents of mainland Port Orange, Daytona, and Ormond beach.

WHY WE SHOULD BE SUPPORTED: OUR TRACK RECORD

Since opening Beach Bagel Cafe six years ago, we have seen consistent growth of customers and revenues. With expanded seating, an expanded menu, and expanded hours we expect this transformation to continue that upward trajectory. Our goals for this project are congruent with the City's aim to enhance the west side of South Atlantic Avenue with development of projects that bring new energy, add jobs, and increase revenue for the City. We have been both frugal and persistent in developing our business thus far. We have gotten to know the community and its needs. Our record indicates growing customer support. We will deliberately leave food preparation in full sight, and deliberately add "kitchen" to our name to demonstrate our welcome to our neighbors. We believe scaling upward with a new dining experience will only add satisfied customers seeking a nearby place that welcomes them to relax and feel at home.

Project Benefits to City

- Local oasis mixed with tourist enthusiasm
- Encourage foot traffic in the area
- Expansion of hours offering more choices for the community
- Create jobs and ignite passion
- Enhance the visual appeal of the City
- Extend “locals” reach using social media geo-targeting.
- Ada accessibility improvements
- Marketing efforts to bring more exposure to the city via social media outlets and search engines
- Contribute to the well being of the community by offering fresh foods and a place to gather
- Connect with the community to inspire growth for both of us
- Domino effect on new businesses down the road
- Loyalty programs to keep customers in the community

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JAN 14 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

49 1978



2020 Business Plan

Executive Summary

Daytona Beach Shores, a sliver of land between the Halifax River and the Atlantic Ocean, is a unique coastal community with a location that is both a strength and a weakness. While there is no disputing the beauty and pleasures of this natural setting, the narrow band of land severely limits growth of a substantial core of amenities for its large residential and visitor community. Hence development of its public and commercial spaces must be carefully planned. Fortunately, South Atlantic Avenue (Route A1A) from Dunlawton Bridge north to the City's Public Safety building is ripe for friendly commercial development. Our proposal offers a project that will contribute a much-needed amenity to the west side of A1A: the transformation of Beach Bagel Cafe into a full service restaurant, rebranded and redesigned into High Tide Kitchen. With a combination of additional upgraded indoor and outdoor space, streamlined operations, expanded hours and menu, plus a new identity, we can enhance the dining experience for both residents and visitors. Toward that end we are asking for funding from the City of Daytona Beach Shores Economic Development Program to assist with our investment in undertaking an enhancement of Beach Bagel Cafe. With funding secured we can complete this project in time for the 2020 summer season.

Company Overview

Located on the beach side of Daytona Beach Shores, we aim at giving our restaurant a look that hasn't been very prevalent in Daytona beach over the years, and will serve to be a breath of fresh air. Our theme will center around a coastal look with industrial accents complimenting. We will stick to our breakfast and lunch hours while also expanding for dinner to meet the requests of the many diners who are unsatisfied with the lack of dinner options in our area. We will remain a table service restaurant as we intend to keep the personal feel that customers have fallen in love with over the years; we believe

that one core value has kept us in business, above the food and service, treating everyone that walks through our doors as family is a value we must never forget and always strive to be better at.

Industry Analysis

For many, the main draw of opening a restaurant on beachside is clear, to capitalize on the influx of tourists coming in and out of Daytona beach. The narrative behind this is evident behind the majority of businesses on beachside, specifically restaurants. The message they display is clear, concise, and to the point. While this has its advantages, it's downfall is that there is no room for a brand to be built, no story behind the business, and nothing for consumers to relate to. It is easy for consumers to forget this business model as soon as they walk out of the door, leaving little room for engagement afterwards. Restaurants in the area display a lack of "dining culture." Our attempt is instead of being just "another restaurant" in the mind of our consumer, we want to give a unique feeling and ambiance not only when customers walk through our doors but also when they walk out. We want to continue to linger on our clienteles minds until it is time for their next visit, the idea is behind the motto "a business can die, but a brand lives forever."

Target Market

We are lucky enough to have a frontage on A1A that exposes us to the majority of traffic on beachside. We are easy to find for consumers, making us a convenient option for customers looking for something along the way. However it would be a fault in our thinking to believe our target market is simply anyone driving by, instead this should be treated as an added bonus. We have and always will be a down to earth family restaurant. Our typical customer is someone who wants a place with a relaxing ambience, coupled with a fantastic meal. A place for friends and family to gather and feel welcome. This can come in the form of a student, a young family, tourists, seniors out for their daily breakfast, and more. Over the years, we've cultivated a following of people from all walks of life, in essence, the average consumer will always choose a place where they can come in and simply enjoy themselves in the company of a staff who treats them like family.

Financial Analysis / Growth Plan

Investment Plan

Initial investment will commence on the exterior, with the construction of a contemporary pergola going over the existing patio area to give the patio a more inviting look with a decorative railing around to enclose and give off a pleasant, comfortable atmosphere. The baby blue mansard will be painted a more rustic blue, to match with the industrial theme of the restaurant, framed with the same wood panels the pergola will be constructed with. Inside, we will be updating many major facets of the restaurant such as new flooring, new ceiling style with exposed ac ductwork, coordinated color and material schemes of walls, new countertop area and service area, new kitchen lay out to improve operations along with updated bathrooms. These changes will be implemented with ADA regulations in mind to have a universal friendly dining establishment.

Finance Trajectory

Going on our 6th year of business, we've been fortunate enough to see increases in sales each year of business we've been through. We've followed tried and trusted principle such as consistency in food quality, attention to detail in service aspects, cleanliness of the restaurant at all time, details that when put together, make a huge difference in output. We are confident in our ability to grow and sustain a business because of these principles, however we are also open to new possibility, and remain flexible on trying new growth tactics, always learning more about how we can improve our guests experience with us. This mindset will guide us forward, and with the support of our community, we truly believe we can set a benchmark for new restaurants coming into the area.

HIGH TIDE KITCHEN

Classic Diner + Beach Side Vibe



Starters

SMOKED SALMON CROSTINI

Baked French Bread slathered with Tzatziki topped with Smoked Norwegian Salmon, Lemon, Red Onion, Capers and Fresh Dill

BATTERED SPICY CAULIFLOWER

Vegan option. Spicy battered mixed with cauliflower, fried to a crisp.
Served with cucumber tzatziki sauce.

Dinner

GREEK BURGER

Fresh ground beef seasoned with salt, pepper, garlic and herbs, lathered with homemade tzatziki sauce, topped with feta cheese, olives, red onions, lettuce, and tomato. Served with roasted herb potatoes

SPINACH ARTICHOKE STUFFED CHICKEN

2 Chicken breasts stuffed with our homemade Spinach Artichoke mix.
Served with roasted herb potatoes.

GYRO PLATTER

Base of our herb white rice. Comes with your choice of gyro meat or grilled chicken. Topped with feta cheese, tomato, onions, kalamata olives, and tzatziki sauce. Served with roasted herb potatoes.

CHICKEN QUESADILLA

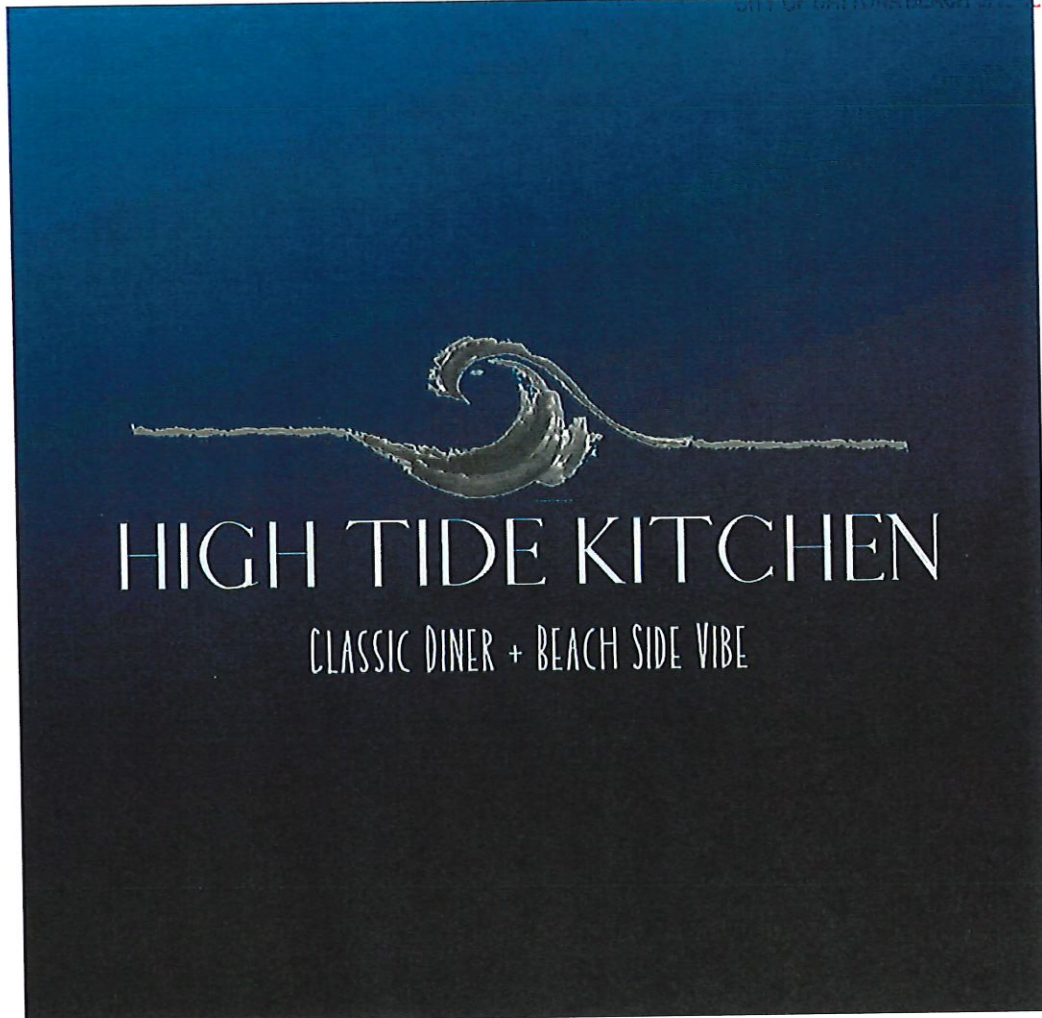
Grilled crispy wrap stuffed with chicken, peppers, onions, tomatoes, homemade sauce and cheese.

491978

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JAN 14 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH



2020 Marketing Plan

Summary of Plan

Social media in a marketing capacity has the ability to reach an unprecedented number of people on a fraction of the cost the traditional direct mail/print marketing can reach. The majority of our marketing will revolve around social media and connecting with our fans and followers, the key here is to engage, not sell. A simple example is the average person scrolling through their facebook feed, it is less likely they stop to take action on an ad trying to sell them a particular product, as they are to stop on a post from a friend of theirs sharing something meaningful to them. This is a broad perspective of our outlook on social media and how we will approach this facet of our marketing, by becoming a friend of our followers, rather than a business, we aim to share engaging content, prompting our followers thoughts and ideas/ reactions. The aim is to stay on top of a guests mind even when they are not within the 4 doors of our restaurant,

Frequency of Posts

- Facebook/ Instagram/ Twitter:
 - We will be posting content on average of minimum 4 times a week.
 - Content will range from food pics, event promos, customer taken photos, contests, polls, new menu additions, customer shout outs, special occasion posts, etc.

Paid Marketing:

Section 2: Explain which channels or platforms will be used in your restaurant marketing. The main difference between paid marketing and organic marketing is the idea that organic marketing results in engagement, paid marketing results in new customers walking through the door, the strategy remains fairly consistent however the key factor in making paid marketing a success is being able to exchange something for a customers point of contact, whether it be a special one time introductory offer for a customers email, the idea is to make an exchange where you can then reach out to the customer on a consistent basis, and attempt to get them through our doors.

- Facebook/ Instagram:
 - Target new customers, predominantly over the bridge in Port Orange, Daytona, and Ormond areas using geographic and characteristics targeting on social media sites like facebook and Instagram. The key is to narrow in on specific demographics to get a sharper conversion.
 - Ex. All facebook members who have Embry Riddle, Palmer Chiropractic, DSC, and Bethune Cookman, among more, listed as their university on facebook, that are located with 5 miles of zip codes 32127, 32114 will have an ad pop up on there newsfeed offering a free desert in exchange for a sign up on our student loyalty program.

Total Budget: \$10,000- \$15,000

Summary of Plan

Our website will be used as a “homebase” for all of our online marketing efforts, at the very least, the consumer will always have an option to redirect their search right to our website, the key behind google and search engine ads is to give customers the easiest pathway towards finding us.

- Google My Business
 - Currently have 4.5 rating, we push these reviews in-house heavily, encouraging guests to leave reviews about their dining experience with us.
 - Updating our Google page with recent photos is huge as they are likely the first photos customers will see of ours as Google is the most used search engine in today's world.
- Website
 - Optimize website to be user and mobile friendly, with 78% of consumers using the internet on their cellular devices, there is no exception to being mobile friendly.
 - Website app, in an effort to convert more catering and online orders, having an app will make us more accessible to customers.
- Google AdWords and Search Engine Marketing
 - When a consumer googles “breakfast Daytona beach” we want to be the first website to pop up with a direct call to action, such as getting directions or calling in to the restaurant.
 - Using google analytics, we can find the top ten keywords consumers use to find restaurants like ours, utilizing them to show up first when they search will go hand in hand with a consistently built organic reach as well.

Total Budget: \$5,000- \$6,500

Summary of Plan

Giving back to the community is first and foremost a way of showing respect to the customers who have supported us throughout the years, and are the reason we continue to exist today. Being a locally owned business, when we give back to the community, we are giving to friends and family, neighbors and co-workers. As a thank you to the support our community has shown us, it's imperative we return the gratitude. Also to mention, this is a great way to highlight brand recognition and get our name out to people who may have not heard of us before.

- Community Sponsorship
 - Every year we've sponsored local youth soccer teams in port orange and south Daytona.
 - We will be expanding our sponsorships to go to the schools in our community as well, not just with focus on athletics, but educational programs as well as teacher appreciations events.

Total Budget: \$3,000-\$4,000

Summary of Plan

The truth is in the facts, video has been proven to engage far more than photos. 60% of consumers say that they engage with video far more than they do with regular photos.

- How does your restaurant's target audience consume video content?
 - Being in the food business, our audience loves seeing the raw, behind the scenes footage of our prep, what goes in to making the food, and serving it.
- How much time and money would it take to produce quality video content?
 - No more than a few hours a week to shoot high quality short clips, the upfront expenditure is the most significant cost impact, however in the long run it is the investment is mitigated by the direct and indirect benefits derived from it.
- Is the return on investment substantial enough to justify video marketing?
 - Yes, as mentioned before, 60% of consumers say they engage with video more so than photos, the trend is only to increase as well.

Total Budget: \$500-\$1,000

Summary of Plan

While a big portion of our marketing efforts are focused on bringing in guests using external mediums such as social media and email, we've developed a plan to market to customers within our four walls, the advantage this brings is you have more control over their experience where as once a customer leaves your restaurant it becomes more difficult to reengage them.

- Show Appreciation
 - Above all, we must respect the customers decision making process that leads to walking through our doors.
 - Taking into consideration the number of decisions a consumer makes before choosing our restaurant, out of the many they pass on the way to us among the other many options available to diners.
 - We will properly train hosts to greet every guest that walks through our doors, and make an effort to recognize returning customers.
 - Managers should touch each table and do best to recognize returning customers.
 - Focus on the little things, they go a long way with customers, everyone wants to be treated like family.
- Recognize Guest Expectations
 - Guests always make a decision to dine at a restaurant based on some type of criteria.
 - Being a casual restaurant, diners expect a friendly and vibrant atmosphere, good value for their dollar, and a comfortable ambiance. It is our job to meet and exceed these expectations.
- Table Tents
 - Table tents will be put on each table to promote menu items
 - Promote engagement
 - Customers will be encouraged to post photos of their experience with us on social media and "tag" us in the photo, the motive is to post at least one customer taken photo on our social media each week.
 - Encourage entry into loyalty program, promote specials and upcoming events.
- Make the Most of Free Wifi

- Capture guests email information when they log into wifi.
 - Direct guests to restaurants website page after they've logged into wifi
 - Feature marketing messages on login page
 - Add customer to POS connected CRM
- Set Objectives during Pre-Shift Meetings
 - Hold Pre-shift meeting with staff before each shift, go over the day's specials and how to upsell them while interacting with guests.
 - Introduce goal-setting, and introduce contests and prizes for employees who fulfill the days objectives.

Total Budget: \$1,000-\$2,000





BAYWATER CONSTRUCTION INC PROPOSAL FOR SERVICES

For Beach Bagel Cafe

Quote #1
Internal Buildout

491978

December 19, 2019

Proposal by Jeremy J Folmsbee, Project Manager

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JAN 14 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

OVERVIEW

The following is a proposal for services to update the existing Exterior and Interior of the building at 3344 S. Atlantic Ave., Daytona beach Shores, FL 32118

- Exterior Updates are described as the following
 - Construct Pergola per plans (provided by others)
 - Construct Deck beneath Pergola for designed outdoor seating
 - Construct new Façade and decorative Post features to East and North Elevations
 - Replace existing overhang soffit with decorative wood soffit (selected by owner) and reconfigure soffit lighting and install new lights
- Interior Updates are described as the following
 - Remove existing acoustic ceiling and grid and replace with wood Shiplap ceiling boards
 - Reconfigure and install new lighting per plan
 - Replace existing AC duct with exposed galvanized tube duct (industrial look)
 - Update Interior Finishes per plans

Proposed Labor and Materials cost.

Exterior:

Pergola (including foundation footers, PT wood materials, Fasteners and labor) \$9,475.00

Deck (including concrete joists, Composite Deck boards, Fasteners and labor) \$8,650.00

Mansard roof Façade and Decorative post features (materials and labor) \$7,700.00

Soffit (materials and labor) \$4,200.00

Interior:

Labor and Materials to replace ceiling and install shiplap approx. 1000 sq ft \$7500.00

Mechanical Fees to replace AC duct \$3,950.00

\$50,660
* Internal Buildout*

Lighting (labor and Material Electrical Subcontractor) \$11,400.00 (exterior Lights included)

Interior Finishes per plans and customer selections \$12,760.00

Process Costs:

Permitting and project plan development \$2000.00

Debris Removal \$2,500.00

Content Manipulation \$1750.00

Safety Blockades and Signage \$1500.00

Project Management and Contractor O/P (20%) \$7300.00

Total Estimated Cost of Proposed Services

\$80,687.00

Above Code Contracting

License # CGC1527473

541 Foote Ct, Daytona beach, fl 32114
386-547-4860
abovecodecg@gmail.com

QUOTE #2
Internal Build out

DATE: 2/17/20

TO Eri Tahiraj
Beach Bagel café of Daytona LLC/ Eris Property LLC
3344 S. Atlantic Ave
Daytona Beach shores, FL 32118
386-341-1039

REPRESENTATIVE	JOB	PAYMENT TERMS	DUE DATE
Bernard Purdue	Interior/Exterior Remodel	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Construction of exterior pergola per plan, incl. labor, material, permitting.	13,285	
1	Construction of deck per plan w/ concrete joists, labor, fasteners, etc.	8,920	
1	Update exterior soffit and lighting under mansard per customer request (material + labor)	8,250	
1	Construct decorative feature to mansard per plan	6,450	
1	Update ceiling grid to wood panels per plan 1100sqft	8,670	\$48,720 *Internal Buildout*
1	Reconfigure new lighting to plan schematics	9,250	
1	Reconfigure and expose ac ductwork + mechanical fees Per plan	4,890	
1	Interior updates (see plan)	14,860	
1	Debris Removal, dumpster rental	3,450	
1	Permitting fees	2,350	
1	Project Manager Oversight	5,250	
SUBTOTAL			85,635
SALES TAX			5,565
TOTAL			91,200

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

CLIMATE CONTROL


TRANE™

1315-A LPGA Boulevard
Holly Hill, FL 32117

(386) 672-8688
(386) 238-8688

PROPOSAL SUBMITTED TO Demir		PHONE	DATE 6/3/2019
STREET		JOB NAME Beach Bagel Cafe	
CITY, STATE AND ZIP CODE		JOB LOCATION 3344 S A1A	
ARCHITECT	DATE OF PLANS	DBS	JOB PHONE

We hereby submit specifications and estimates for:

Install (1) 13' long x 4" grease hood by Cativaire.
 Welded stainless grease duct thru flat roof.
 2hr fire wrap.
 All hangers and supports for hood system.
 (1) upblast exhaust fan with factory curb.
 (1) supply make up fan with factory curb.
 Hood control panel.
 Make up air plenum in front of hood.
 New anseel system with control and tank.
 (1) gas shunt valve 1.5".

DOES NOT INCLUDE: Electrical hook up, gas piping or roof patching.

Mr. Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Twenty-six thousand, One hundred and Ten----- dollars (\$ **26,110.00**)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Shawn Hiss

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

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.

Date of Acceptance:

Signature

Signature



BEACH BAGEL CAFE

3344 SOUTH ATLANTIC AVENUE

SCOPE OF WORK:

"LEVEL 2" ALTERATION REMODEL OF THE INTERIOR
RESTAURANT REARRANGING THE COOKING LINE AND
RESTROOMS & A PAVER SITTING AREA ON THE
OUTSIDE, ROADSIDE

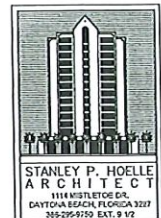
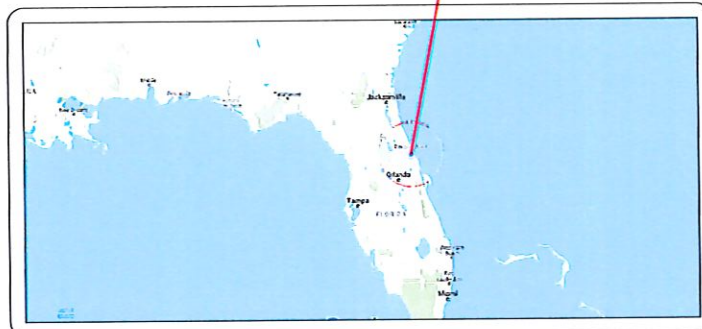


FRONT/NORTH EAST VIEW

STRUCTURAL COMPONENTS STANDARDS

IDENTIFICATION:
THE EXISTING BUILDING IS A ONE
STORY, CONCRETE FOUNDATION WITH
CONCRETE MASONRY WALLS WITH A
WOOD ROOF AND ALUMINUM & GLASS
CURTAIN STORE FRONT WALLS

LOCATION MAPS



STANLEY P. HOELLE
ARCHITECT
1114 WESTLICK DR.
DAYTONA BEACH, FLORIDA 32227
385-295-9150 EXT. 9-112

ALL CHANGES
"MUST BE MADE KNOWN"
TO THE DESIGN PROFESSIONAL
OF RECORD
(PRIOR TO CONSTRUCTION)

SEAL BOX

COMMERCIAL
RESTAURANT REMODEL

OWNER:
ERI'S PROPERTYS
LLC.

PLAN DATE:
December 10,
2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL FIRE PROTECTION
2015 NFPA 90A FIRE RESISTANCE
2014 ASCE 7-16 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERATION LEVEL 2
RISK CATEGORY 2
WIND VELOCITY (MPH) 140
EXPOSURE CATEGORY D
INTERNAL PRESSURES: 16

STANLEY P. HOELLE
ARCH #9033

LOCATION:
3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

PAGE:
1 OF 10

DOOR SCHEDULE				ROOM FINISH SCHEDULE			
DOOR #	DOOR	FRAME	HARD-WARE	ROOM #	FLOOR	WALLS	CEILING
201	AD AG	AD	BC BE	101	AA AD	AH AG AD	AJ
201-A	AD AG	AD	BC BE	102	AA AD	AH AG	AJ
202	AC	AC	BC	103	AA	AH	AJ
203	AC	AC	BA BE	104	AA AD	AH AG BC	AH AD
204	AB	AH	BB	105	AA AD	AH AG BC	AH AD
205	AB	AH	BA	106	AA AD	AH AG BC	AH AD
206	AB	AH	BA	107	AA AD	AH AG BC	AH AD
207	AB	AH	BA	108	AA AD	AH AG BC	AH AD
208	AB	AH	BA	109	AA AD	AH AG BC	AH AD
209	AB	AH	BA				
209	AB	AE					

SEE FLOOR PLAN FOR DOOR SIZES.
ALL DOORS ARE TO HAVE LEVER TYPE HANDLES (NO ROUND HANDLES).
ALL EXTERIOR DOORS SHALL BE OPERABLE FROM THE INSIDE WITH THE USE OF A KEY.
ALL EXTERIOR DOORS SHALL HAVE WEATHERPROOF DOOR THRESHOLDS.
LABELLED-RATED DOORS WITH VISION PANELS BE IN ACCORDANCE WITH SEC. 716 OF THE FBIC.
BATHROOM DOORS MUST ALLOW FOR OPENING FROM THE OUTSIDE DURING AN EMERGENCY WHEN LOCKED.

A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE OR ADJACENT TO THE DOOR STATING THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH.

ROOM #	FLOOR	WALLS	CEILING	BASE MOLDING	CHAIR MOLDING	CEILING MOLDING	CEILING BEAMS
101	AA AD	AH AG AD	AJ	AD			
102	AA AD	AH AG	AJ	AD			
103	AA	AH	AJ				
104	AA AD	AH AG BC	AH AD	AF			
105	AA AD	AH AG BC	AH AD	AF			
106	AA AD	AH AG BC	AH AD	AF			
107	AA AD	AH AG BC	AH AD	AF			
108	AA AD	AH AG BC	AH AD	AF			
109	AA AD	AH AG BC	AH AD	AF			

AA CONCRETE
AB MASONRY
AC CASSETT
AD TILE
AE VINYL

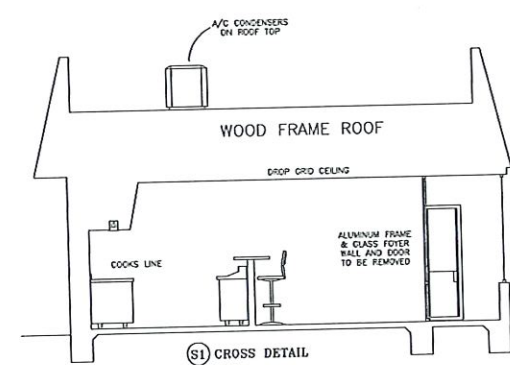
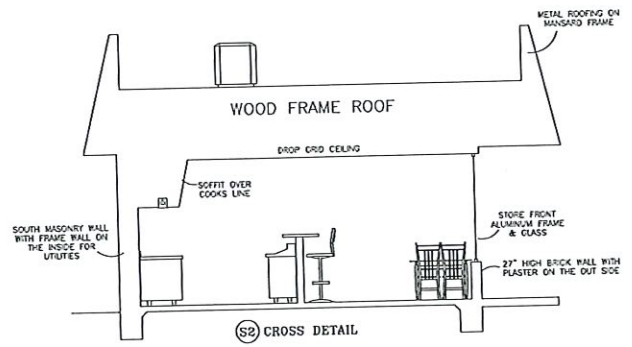
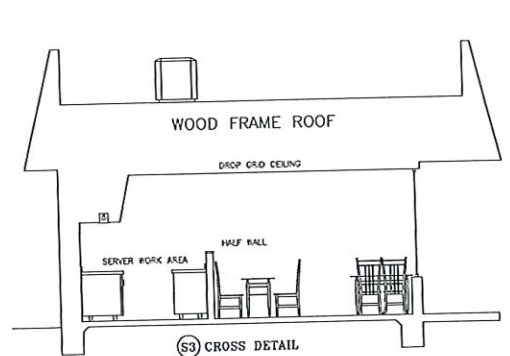
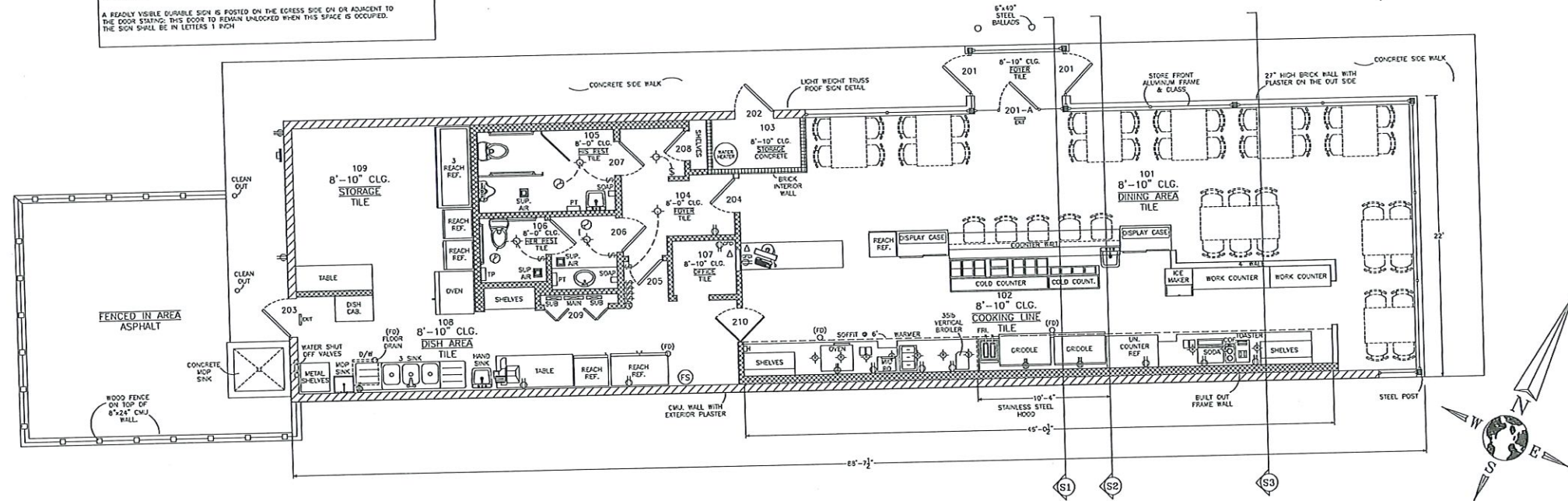
AF WOOD
AG BRICK/PAVERS
AH DRYWALL
AI STUCCO
AJ SUSPENDED CLG

AK KNOCKDOWN
AL WALL PAPER
AM MIRROR
AN ALUMINUM SP
AO PLASTER

BA DISPOSED
BB CLEAR SEALED
BC PAINTED
BD STAINED
BE PAUK FINISH
BF WOOD

SYMBOL	DESCRIPTION	NOTES
⬇	110V OUTLET	
TV Ⓜ	CABLE	
Ⓜ	110V OUTLET	EQUIPPED WITH PROTECTIVE GROUNDING
Ⓜ	220V OUTLET	
Ⓜ	VOLTS FAN	
Ⓜ	SWITCH	
Ⓜ	LEDGAS LIGHT	
Ⓜ	RECESSED DM	
Ⓜ PH	PHONE	
Ⓜ	PANEL	
Ⓜ	METER	
Ⓜ	GFI S	
Ⓜ	FLUORESCENT LIGHT	WARM WHITE

SYMBOL	DESCRIPTION
Ⓜ	WALL MOUNT FIRE EXTINGUISHER 3-40#
Ⓜ	SMOKE DETECTOR CEILING MOUNT
Ⓜ	EXIT LIGHTED SIGN
Ⓜ	EXIT BATTERY BACKUP EMERGENCY LAMPS
Ⓜ	BATTERY BACKUP EMERGENCY LAMPS
Ⓜ	EMERGENCY FLASHER
Ⓜ	MANUAL PULL STATION
Ⓜ	FIRE SUPPRESSION SYSTEM



STANLEY P. HOELLE
ARCHITECT
1114 N. MIAMI AVE.
DAYTONA BEACH, FLORIDA 32227
386-255-1570 FAX 386-255-1572

CONTRACTOR NOTICE
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ALL CHANGES
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SEAL BOX

COMMERCIAL
RESTAURANT REMODEL

OWNER:
ERI'S PROPERTIES
LLC.

PLAN DATE:
December 10,
2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL FIRE CODE
2015 IFBC DESIGN CRITERIA
2014 ASCE 4 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERATION LEVEL 2
RISK CATEGORY 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18

STANLEY P. HOELLE
ARCH #9033

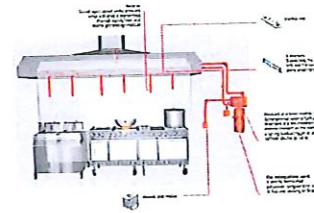
LOCATION:
3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

PAGE:
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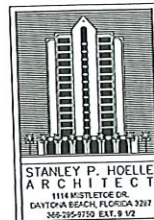
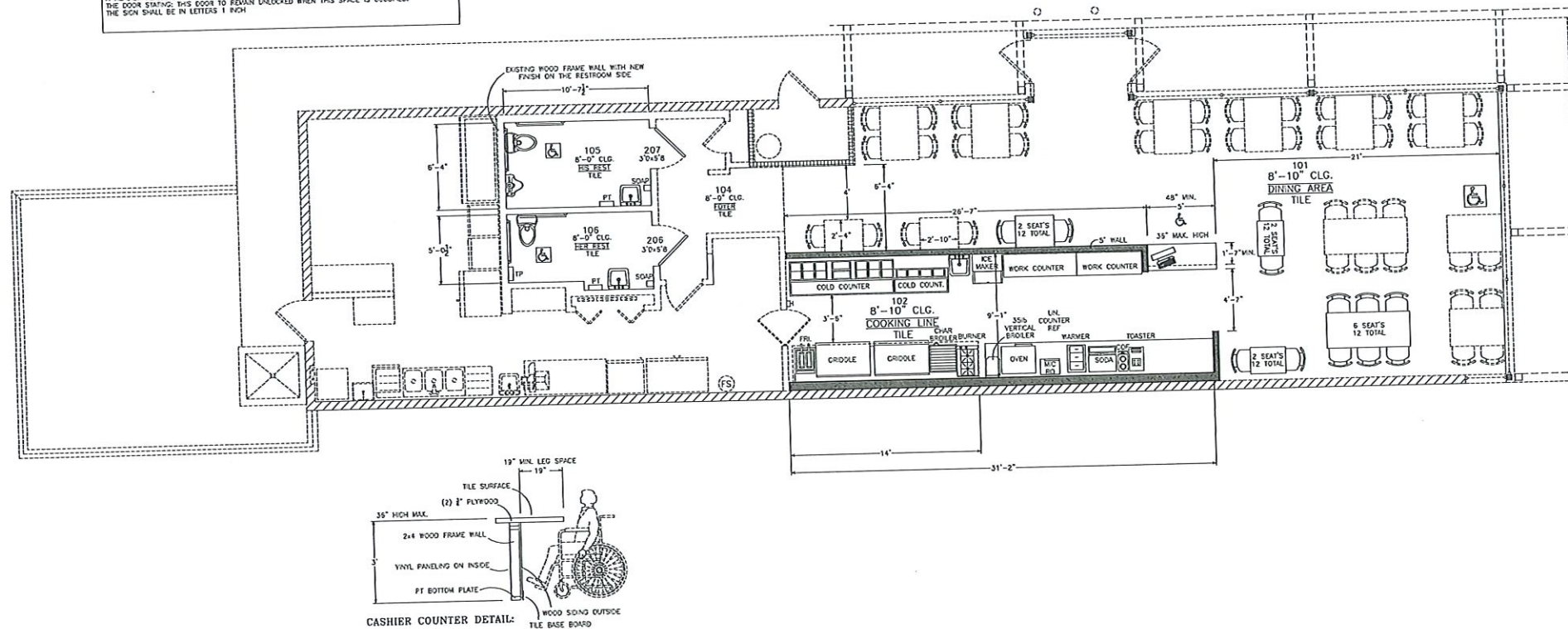
DOOR SCHEDULE					ROOM FINISH SCHEDULE									
DOOR #	DOOR	FRAME	HARD-WARE	AA WOOD SOLID AB STEEL AC ALUMINUM AF FIBERGLASS AG GLASS AH WOOD	BA LOCK SET BB PASSAGE SET BC DEAD BOLT WITH LATCH BD DOOR CLOSURE BE DOOR CLOSURE BF KICK PLATE BG PUSH PULL BH LATCH	ROOM #	FLOOR	WALLS	CEILING	BASE MOLDING	CHAIR MOLDING	CEILING MOLDING	CEILING BEAMS	
201	NO CHANGE	NO CHANGE	NO CHANGE			101	NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE				
201-A	REMOVED	REMOVED	REMOVED			102	AA AD	AA AE	AA					
202	NO CHANGE	NO CHANGE	NO CHANGE			103	NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE				
203	NO CHANGE	NO CHANGE	NO CHANGE			104	AA AD	AA AD BC	AA AD	AF				
						105	AA AD	AA AD BC	AA AD	AF				
205	NO CHANGE	NO CHANGE	NO CHANGE			106	AA AD	AA AD BC	AA AD	AF				
206	AB	AM	BA			107	NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE				
207	AB	AM	BA			108	NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE				
208	NO CHANGE	NO CHANGE	NO CHANGE			109	NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE				
209	NO CHANGE	NO CHANGE	NO CHANGE											
209	NO CHANGE	NO CHANGE	NO CHANGE											
						AA CONCRETE	AF WOOD	AC BRICK/FLYERS	AK FLOORCOVER					BA EXPOSED
						AB MASS-PLY	AF PARTIAL FLOOR	AK PARTIAL FLOOR	AK PARTIAL FLOOR					BB CLEAR SEALED
						AC CASSET	AK ENTRALL	AK ENTRALL	AK ENTRALL					BB PAINTED
						AE VINYL	AK STUCCO	AK ALUMINUM S/P	AK ALUMINUM S/P					BB STAINED
							AE VINYL	AK SUSPENDED CLG	AK PLASTER					BE FLOOR FINISH
														BF PAINT

SEE FLOOR PLAN FOR DOOR SIZES.
ALL DOORS ARE TO HAVE LEVER TYPE HANDLES (NO ROUND HANDLES).
ALL EXTERIOR DOORS SHALL BE OPENABLE FROM THE INSIDE WITH OUT THE USE OF A KEY.
ALL EXTERIOR DOORS SHALL HAVE WEATHERPROOF DOOR THRESHOLDS.
LABELLED-RATED DOORS WITH VISION PANELS BE IN ACCORDANCE WITH SEC. 716 OF THE FBOR.
BATHROOM DOORS MUST ALLOW FOR OPENING FROM THE OUTSIDE DURING AN EMERGENCY WHEN LOCKED.

A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH



All accessible sales and service counters must have a clear floor space in front of the accessible surface that permits a customer using a wheelchair to pull alongside. This space is at least 30 inches by 48 inches and may be parallel or perpendicular to the counter.



STANLEY P. HOELLE
ARCHITECT
1114 N. WESTLICK DR.
DAYTONA BEACH, FLORIDA 32117
386-255-9750 FAX 386-255-9751

ALL CHANGES MUST BE MADE KNOWN TO THE DESIGN PROFESSIONAL OF RECORD (PRIOR TO CONSTRUCTION)

OWNER:
ERI'S PROPERTYS LLC.

PLAN DATE:
December 10, 2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL FIRE CODE
2015 NFPA DESIGN CRITERIA
2014 ASCE 24 DESIGN CRITERIA
STRUCTURALLY ASSIGNED FOR
ALTERATION LEVEL 2
RISK CATEGORY 2
WIND VELOCITY (MPH) 140
EXPOSURE CATEGORY D
INTERNAL PRESSURE: 18

STANLEY P. HOELLE
ARCH #9033

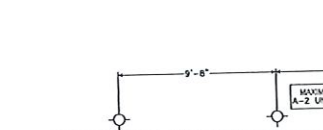
LOCATION:
3344 S. ATLANTIC AVE., DAYTONA BEACH SHORES

PAGE:
4 OF 10

SEE FLOOR PLAN FOR DOOR SIZES
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ALL EXTERIOR DOORS SHALL HAVE WEATHERPROOF DOOR THRESHHOLDS.
HALLWAY-PAVED DOORS WITH VISION PANELS BE IN ACCORDANCE WITH SEC. 716 OF THE F.O.B.
BATHROOM DOORS MUST ALLOW FOR OPENING FROM THE OUTSIDE DURING AN EMERGENCY
WHEN LOCKED

A READLY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO
THE DOOR STATING THIS DOOR IS NOT BEING UNLOCKED WHEN THIS SPACE IS OCCUPIED.
THE SIGN SHALL BE IN LETTERS 1 INCH

AE	VNYL	AJ	SUSPENDED CLG	AO	PLASTER	EE	PART FINISH
						EF	WOOD



**STANLEY P. HOELLE
ARCHITECT**
1114 MISTLETOE DR.
DAYTONA BEACH, FLORIDA 3217
386-206-0750 FAX 9/12

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OF RECORD
(PRIOR TO CONSTRUCTION)

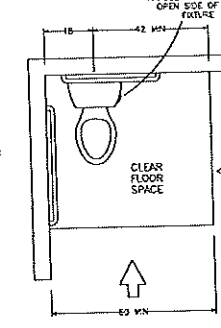
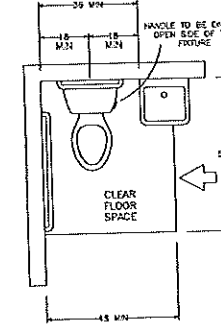
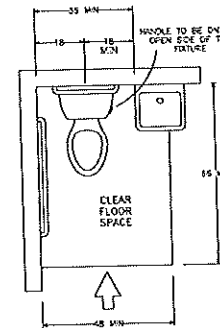
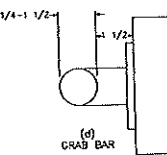
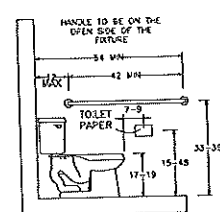
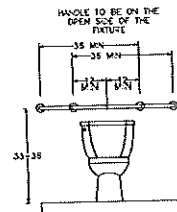
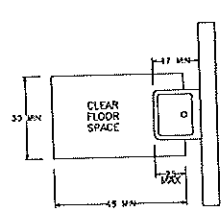
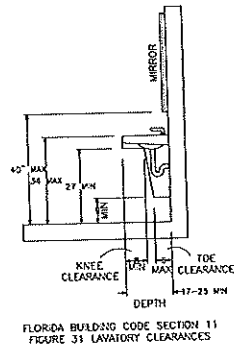
COMMERCIAL RESTAURANT REMODEL

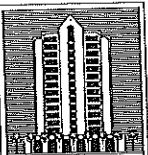
PLAN DATE
December 1
2019

STANLEY P HOE
ARCH #9033

PAGE:

5 OF





**STANLEY P. HOELLE
ARCHITECT**
1114 W. WILSON AVE.
DAYTONA BEACH, FLORIDA 32117
385-2254/30 FAX 385-2112

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COMMERCIAL RESTAURANT REMODEL

OWNER:
BRY'S PROPERTY'S LLC.

PLAN DATE:
December 10, 2019

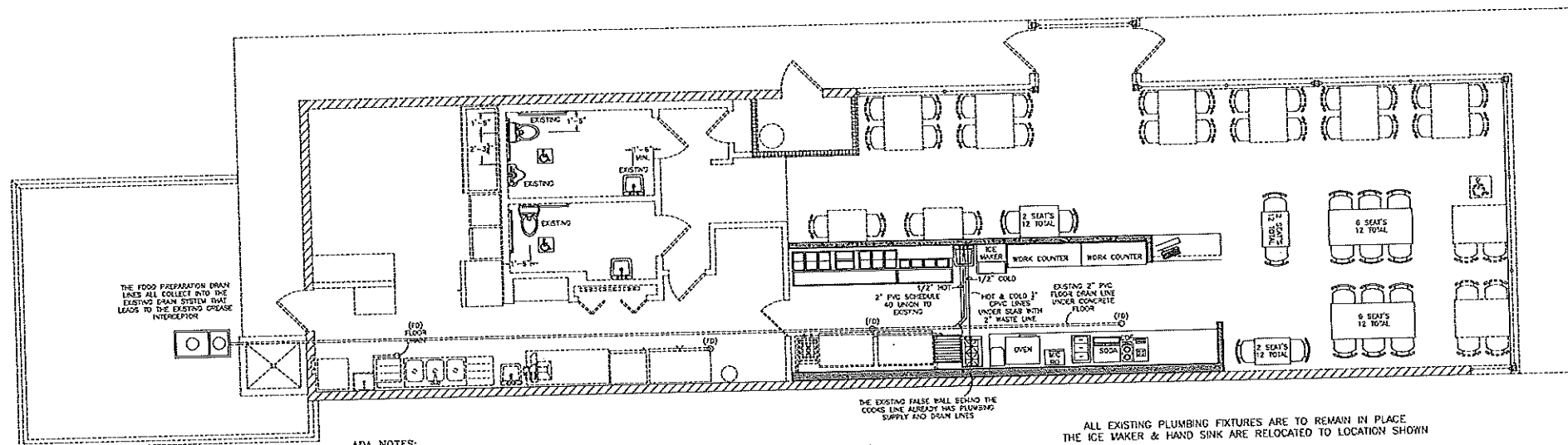
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2017 FLORIDA BUILDING CODE
2016 NATIONAL ELEC CODE
2015 IFBC DESIGN CRITERIA
2016 ASCE4 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERNATION LISTED

RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: B
INTERNAL PRESSURE: 1.0

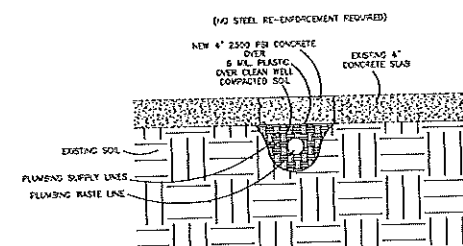
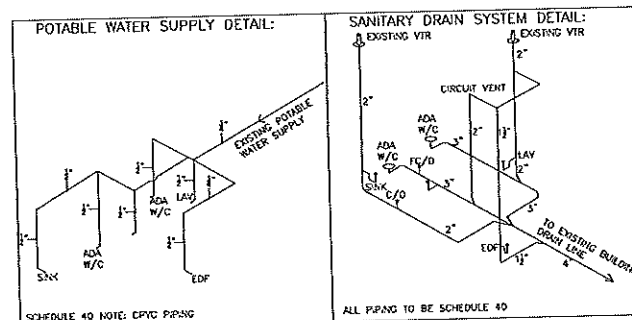
**STANLEY P. HOELLE
ARCH #9093**

LOCATION:
3344 S. ATLANTIC AVE., DAYTONA BEACH SHORES

PAGE:
6 OF 10



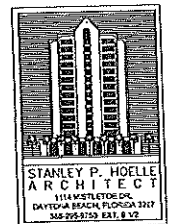
ADA NOTES:
AT LEAST ONE AVAILABLE RESTROOM MUST BE FULLY ACCESSIBLE WITH A SIGN LOCATED TO THE SIDE OF THE DOOR, 60 INCHES TO CENTERLINE. RESTROOM DOORWAYS MUST BE AT LEAST 32 INCHES WIDE FOR CLEAR PASSAGE WITH THE INTERIOR SWING A 36-INCH WIDE PAINT TO ALL FIXTURES. RESTROOM DOORS MUST BE EASILY OPENED WITHOUT MORE THAN A 5-POUND FORCE AND HAVE ACCESSIBLE HANDLES THAT ARE 48 INCHES HIGH OR LESS. ACCESSIBLE RESTROOM STALL HANDLES—LEVER OR LOOP HANDLES—MUST BE INSTALLED SO THE DOOR IS ABLE TO BE USED WITH A CLOSED FIST. ACCESSIBLE STALLS MUST HAVE AT LEAST A 5-FOOT BY 5-FOOT AREA FOR A WHEELCHAIR TO MANEUVER WITHIN. ACCESSIBLE STALLS MUST BE BOTH BEHIND AND ON THE SIDE WALL NEAREST TO THE TOILET WITH A TOILET SEAT THAT IS 17 TO 19 INCHES HIGH. GRAB BARS MUST BE BOTH BEHIND AND ON THE SIDE WALL NEAREST TO THE TOILET WITH A TOILET SEAT THAT IS 17 TO 19 INCHES HIGH. KNEE ROOM UNDER THE SINK MUST BE AT LEAST 30 INCHES WIDE. ADLES, WALKERS, OR POLES TO PUBLIC SPACES MUST BE AT LEAST 35 INCHES WIDE. A 5-FOOT CIRCLE OR T-SHAPED SPACE MUST BE AVAILABLE FOR A PERSON USING A WHEELCHAIR TO REVERSE DIRECTION. OBSTACLES LOCATED IN CIRCULATION PATHS MUST BE 30 INCHES DETECTABLE. THIS MEANS THE OBSTACLE MUST BE LOCATED WITHIN 27 INCHES OF THE FLOOR OR HIGHER THAN 80 INCHES, OR PROTRUDING LESS THAN 4 INCHES FROM THE WALL. COUNTERS AND FOOD-SERVING COUNTERS MUST BE 30 INCHES TALL OR LESS OR HAVE A SPACE ON THE SIDE WHERE RESTAURANT STAFF CAN ASSIST CUSTOMERS OR PASS FOOD TO A CUSTOMER WHO CANNOT REACH OVER THE COUNTER.



BELOW SLAB PLUMBING DETAIL

SEATING	EXISTING	ADDED	NEW TOTAL
DINING AREA 1	50	11	41
DINING AREA 2	8	0	8
DINING AREA 3	5	0	4
HANDICAP	0	1	1
DINING AREA TOTAL	43	11	53
COOKING AREA			

SEATING	EXISTING	ADDED	NEW TOTAL
DINING AREA 1	50	11	41
DINING AREA 2	8	0	8
DINING AREA 3	5	0	4
HANDICAP	0	1	1
DINING AREA TOTAL	43	11	53
COOKING AREA			



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ALL CHANGES
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(PRIOR TO CONSTRUCTION)

SEAL BOX

COMMERCIAL
RESTAURANT REMODEL

OWNER:
ERI'S PROPERTYS
LLC.

PLAN DATE:
December 10,
2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL ELEC CODE
2015 NRCM DESIGN CRITERIA
2014 ASCE24 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
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RISK CATEGORY:2
WIND VELOCITY (MPH):140
EXPOSURE CATEGORY:D
INTERNAL PRESSURE:18

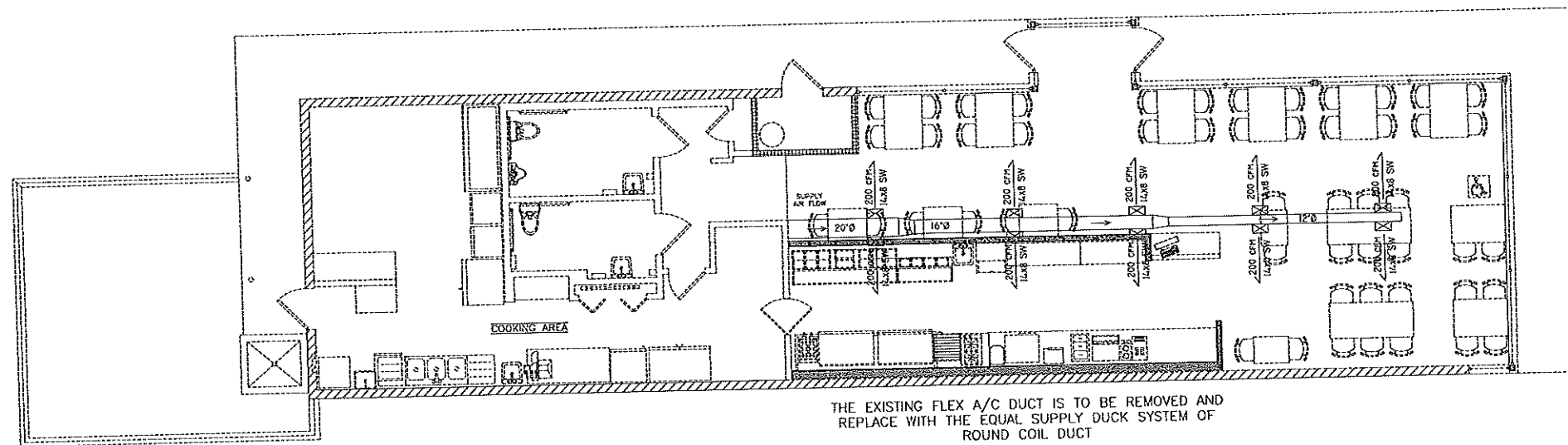
STANLEY P KOELLE
ARCH #9033

LOCATION:

3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

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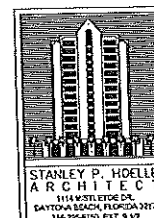
7 of 10



THE EXISTING FLEX A/C DUCT IS TO BE REMOVED AND
REPLACE WITH THE EQUAL SUPPLY DUCT SYSTEM OF
ROUND COIL DUCT

THE EXISTING RETURN AIR DUCT TO BE RE-FIXED TO THE
BOTTOM OF THE EXISTING ROOF TRUSSES

THE DROP CEILING IS TO BE REMOVED AND 1X6 T&G
WOOD PLANKING TO BE APPLIED TO THE BOTTOM OF THE
EXISTING ROOF TRUSSES THEN PAINTED



STANLEY P. HOELLE
ARCHITECT
1144 W. 17TH AVE.
DAYTONA BEACH, FLORIDA 32117
386-256-1100 EXT. 912

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OF RECORD
(PRIOR TO CONSTRUCTION)

SEAL 804

COMMERCIAL RESTAURANT REMODEL

OWNER:

ERI'S PROPERTYS
LLC.

PLAN DATE:

December 10,
2019

"PLANS CONFORM TO"
2017 FLORIDA BUILDING CODE
2014 NATIONAL ELEC CODE
2015 IFPM DESIGN CRITERIA
2016 ASCE/SEI DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR
ALTERATION LEVEL 2
RISK CATEGORY 2
WIND VELOCITY (MPH): 110
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: 10

STANLEY P. HOELLE
ARCH #9033

LOCATION:

3344 S. ATLANTIC
AVE., DAYTONA
BEACH SHORES

PAGE:

8 of 10

EDP EVALUATION CRITERIA- Alternative Grants & Renovations										
Business Name:		Beach Bagel Café – High Tide Kitchen			Address:		3344 S. Atlantic Ave			
Business Type:		Restaurant		Vacant Space:	N	Evaluation Date:		3/10/20	Application No.:	12020004
A	Mandatory Criteria-City Planner				Yes	No	Comment			
1	Location in Targeted Area?				X					
2	Targeted Business?				X		Full service restaurant with dinner service.			
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?						N/A			
4	Is Business a Permitted Use /Non-Residential/Mixed Use?				X					
5	Appropriate Zoning Consistent w/ Comp Plan?				X					

B	Supplemental Criteria Met-City Attorney	Yes	No	NA	Comment
1	Current w/ Applicable Taxes, Fees, Etc.?			X	This will be evaluated prior to payout, if approved.
2	Subject to Related Foreclosure, Bankruptcy or Defaults?				Unknown.
3	Current Related Code or Ordinance Violations?			X	This will be evaluated prior to payout, if approved.
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	General Grant Criteria-Committee	Yes	No	Amount	Comment
1	New jobs created?	X			
2	Capital investment made?	X			
3	Desirable business type?	X			
4	Attract desirable new business?				Possibly.
E	Alternative Grant (AG) & Renovation & Dev. (R&D) Criteria-Committee	Yes	No	NA	Comment
1	(AG)-Same or more economic & other benefits as lease subsidy?			X	
2	R&D-Spur additional development and private investment?	X			Business owner and landlord collectively will be expending over \$100,000 to improve the interior and external space and property.
3	R&D-Create effective merchandise mix?			X	A full service restaurant with dinner service will be added.
4	R&D-Substantial positive visual and aesthetic impact to the City?	X			See attached plans.
5	R&D-Fill vacant retail space?			X	The space is currently a restaurant use.
6	R&D-Increase real property value(s)?	X			Physical external improvements associated with the new restaurant will increase value.
7	R&D-Increase employment opportunities?	X			Per application, additional jobs will be created due to the restaurant transformation.
8	R&D-Complement other development by providing enhanced activities?	X			The interior renovation will complement the external outdoor dining.
9	Additional City Council Criteria?				This is at the discretion of the City Council.



CITY COUNCIL AGENDA MEMORANDUM MARCH 10, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-05: An ordinance amending various sections of Chapter 14 (Zoning Regulations) of the Land Development Code relating to outdoor dining.

SYNOPSIS:

Ordinance 2020-05, if adopted, will allow properties to establish outdoor dining structures within front and side setbacks. The ordinance also provides for outdoor dining exemptions from certain landscape and lot coverage requirements of the Land Development Code. This ordinance was precipitated from outdoor dining applications and concepts proposed by at least three existing restaurants.

FISCAL IMPACT STATEMENT:

This amendment could have a positive yet minimal impact to permitting revenue by allowing additional locations to be eligible for outdoor dining.

BACKGROUND:

Most restaurants on the west side of S. Atlantic Avenue are located on nonconforming and physically and dimensionally constrained properties. These properties were platted in the late 1800s to early 1900s and built on in the 1950s through 1970s. Consequently, these establishments have difficulty meeting outdoor dining and other development standards established by the City's Land Development Code. The proposed ordinance, if adopted, would permit restaurants to establish outdoor dining facilities on the aforementioned properties located in the GC-1 (Tourist Oriented Commercial), GC-2 (Retail/Service) and GC-RD (General Commercial-Redevelopment) districts.

The proposed changes include, but are not limited to, the following:

1. Outdoor dining structures 400 square feet or less would be exempt from the City's lot coverage requirements.
2. Outdoor dining structures would be permitted in front and side yards but no less than five (5) feet

from the property line. Safety features and ground treatment may extend to the property line.

3. The City Manager, or designee, may waive terminal landscape and interior landscape requirements in cases where a restaurant desires to establish an outdoor dining operation and said requirements preclude the establishment in question due to the nonconformity of the property.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-05 as presented.

SUGGESTED MOTION:

A City Council Member may move as follows:

1. "I make a motion to approve Ordinance 2020-05 as presented."

OR

2. "I make a motion to approve Ordinance 2020-05 on the condition that..."

OR

3. "I make a motion to deny Ordinance 2020-05 on the basis of..."

ATTACHMENT: 1. Ord 2020-05 Outdoor Dining Structures

ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO OUTDOOR DINING; AMENDING THE *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE*; BY AMENDING CHAPTER 14 ENTITLED “ZONING REGULATIONS”; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible and dynamic; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can help to retain and enhance existing business operations and success; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the appearance of the community and its public image; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores; and

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

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

WHEREAS, for purposes of this Ordinance, 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 ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Chapter 14, entitled “Zoning Regulations,” by adding the following:

CHAPTER 14 – ZONING REGULATIONS

Sec. 14-22. - GC-1 Tourist-Oriented Commercial District.

14-22.5. Dimensional Requirements.

Minimum lot size: Seven thousand five hundred (7,500) square feet.

Minimum lot width: Sixty-five (65) feet.

Minimum yard size:

Front yard: Twenty (20) feet.

Rear yard: Twenty (20) feet.

Side yard: None, except when abutting any residential district in which case the side yard will be the same as the abutting district.

Maximum building height: Forty-five (45) feet.

Maximum lot coverage: Thirty-five (35) percent of total area. Accessory structures 400 square feet or less that are associated with an approved bona fide outdoor dining conditional use permit pursuant to Sec. 14-58.2.1.A. of this Land Development Code shall be exempt from this standard.

Screening: Shall be a minimum of six-foot opaque fence or wall when abutting a residential district.

Sec. 14-23. - GC-2 Retail/Service Commercial District.

14-23.5. Dimensional Requirements.

Minimum lot size: Seven thousand five hundred (7,500) square feet.

Minimum lot width: Sixty-five (65) feet.

Minimum yard size:

Front yard: Twenty (20) feet.

Rear yard: Twenty (20) feet.

Side yard: None, except when abutting any residential district in which case the side yard will be the same as the abutting district.

Maximum building height: Forty-five (45) feet.

Maximum lot coverage: The total area covered with principal and accessory building shall not exceed thirty-five (35) percent of the total lot area. Accessory structures 400 square feet or less that are associated with an approved bona fide outdoor dining conditional use permit pursuant to Sec. 14-58.2.1.A. of this Land Development Code shall be exempt from this standard.

Screening: Shall be a minimum of six-foot opaque fence or wall when abutting a residential district.

14-31.1. GC-RD General Commercial-Redevelopment District.

14-31.1.8.

Dimensional Requirements.

Side Yard: Ten (10) feet.

Front Yard: Twenty (20) feet.

Building Height: Forty-five (45) feet.

Rear Yard: Twenty (20) feet.

Lot Coverage: Thirty-five (35) percent. Accessory structures 400 square feet or less that are associated with an approved bona fide outdoor dining conditional use permit pursuant to Sec. 14-58.2.1.A. of this Land Development Code shall be exempt from this standard.

Minimum Lot Size: Seven thousand five hundred (7,500) square feet.

Minimum Lot Width: Seventy-five (75) feet.

Screening: Screening shall, at a minimum, be accomplished by an opaque fence or wall when abutting a residential district both of which must be six (6) feet in height.

Sec. 14-34. - Accessory uses and structures.

No accessory uses, structures, which shall include publication storage devices as an accessory use, shall be located in any required yard except as provided for below:

1. In residential districts accessory uses and structures shall not be located in required front or side yards but may be located in required rear yards not less than five (5) feet from the rear lot line, provided, however, that accessory structures for the housing of persons, such as a garage apartment, shall not be located in any required yard.
2. In residential districts on double frontage lots or corner lots accessory uses and structures shall not be located in any required yard abutting the public right-of-way but may be located not less than five (5) feet of the lot lines of one (1) but not both required yards that abut upon an adjacent lot.
3. In all zoning districts fences, walls, and hedges shall be permitted subject to the requirements of section 14-44.
4. In all zoning districts boat houses and boat docks may be located in any required waterfront yard but shall not encroach within fifteen (15) feet of the side lot.
5. In all zoning districts rooftop air conditioning and ventilating units shall be so screened as to not be visible from the immediate public right-of-way.
6. a. Publication storage devices may be located in any area of any lot except in the area within the following yard areas:
 - (1) *Side Yard*: Twenty (20) feet from the property line.
 - (2) *Front Yard*: Twenty (20) feet from the property line.
 - (3) *Rear Yard*: Ten (10) feet from the property line.
- b. Notwithstanding the foregoing, it is prohibited and unlawful to place, install, use or maintain a publication storage device:
 - (1) So as to violate any relevant provision of the Americans with Disabilities Act (ADA), in existence or as amended from time to time;
 - (2) Within five (5) feet of any marked crosswalk;
 - (3) Within five (5) feet of the curb return of any unmarked crosswalk;
 - (4) Within five (5) feet of any fire hydrant, fire call box, police call box, or other emergency facility;
 - (5) Within five (5) feet of any driveway;
 - (6) In such a location as to cause a material public safety issue;
 - (7) Within such distance from a designated bus stop, bus bench or bus shelter so as to impede the entry or exit from a bus;

- (8) On any access ramp for disabled persons;
- (9) Within the limits of any designated loading zone; or
- (10) So as to interfere with access to or egress from a handicapped parking space.

c. Aside from the above regulations, the City shall not regulate the placement of a publication storage device and shall, in no event, regulate the content of the publication placed in a publication storage device when such publication does not violate law.

7. Accessory uses and structures associated with an approved bona fide outdoor dining conditional use permit pursuant to Sec. 14-58.2.1.A. of this Land Development Code may be permitted in required front and side yards, providing any permanent improvement, except for ground treatment and safety features, shall be located no less than three (3) feet from the property line.

Sec. 14-43. - Exceptions to required yard regulations.

In all zoning districts every part of every required yard shall be open and unobstructed at, and above ground level, except as provided for herein or as otherwise permitted in these regulations:

1. Sills may not project over twelve (12) inches into a required yard.
2. Movable awnings may not project over two (2) feet into a required yard, provided that where the yard is less than five (5) feet in width the projection shall not exceed one-half ($\frac{1}{2}$) the width of the yard.
3. Chimneys, fireplaces, pilasters, roof overhangs, unenclosed balconies and stairways shall not project over three and one-half ($3\frac{1}{2}$) feet and under no circumstances shall the side yard setback be less than five (5) feet. The board of adjustments shall not grant any variance to this setback requirement.
4. Fences, walls and hedges are permitted in required yards subject to the provisions of section 14-44.

5. Permanent improvements associated with an approved bona fide outdoor dining conditional use permit pursuant to Sec. 14-58.2.1.A. of this Land Development Code may be permitted in required front and side yards, providing any permanent improvement, except for ground treatment and safety features, shall be located no less than three (3) feet from the property line.

Sec. 14-46. - Landscaping standards.

14-46.5. Landscape Design Standards.

1. *Minimum tree and shrub planting or preservation requirements:*

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a. Trees shall not be placed where they interfere with site drainage or where they shall require frequent pruning to avoid interference with overhead power lines.

(1) Single-family residential lots. One (1) tree shall be planted or preserved for every two thousand five hundred (2,500) square feet of area of a single family residential unit site or fraction thereof in accordance with section 14-46.11, Tree Protection Requirements, Minimum Tree Coverage Requirements of the Zoning Regulations, Chapter 14 of this Code. A minimum of fifty (50) percent of all required trees shall be shade trees if it can be determined that such species are available and which are salt tolerant and wind resistant.

(2) Multi-family residential lots. One (1) tree shall be planted or preserved for every two thousand five hundred (2,500) square feet of multifamily residential unit site or fraction thereof in accordance with section 14-46.11, Tree Protection Requirements, Minimum Tree Coverage Requirements of the Zoning Regulations, Chapter 14 of this Code. A minimum of twenty-five (25) percent of all required trees shall be shade trees if it can be determined that such species are available and which are salt tolerant and wind resistant.

(3) *Non-residential lots* . One (1) tree shall be planted or preserved for every two thousand five hundred (2,500) square feet of non-residential site or fraction thereof in accordance with section 14-46.11, Tree Protection Requirements, Minimum Tree Coverage Requirements of the Zoning Regulations, Chapter 14 of this Code. A minimum of fifty (50) percent of all required trees shall be shade trees if it can be determined that such species are available and which are salt tolerant and wind resistant. Notwithstanding the requirements of this section to the contrary, the provisions hereof may be waived upon application of the property owner provided that: (i) the waiver is in conjunction with an approved bona fide outdoor dining conditional use permit, and (ii) the subject property is, and continuously has been, nonconforming to the landscape standards adopted prior to ordinance 2020-05.

2. *Landscaping the interior of vehicular use areas* : It is the intent of the City that vehicular use areas be both functional and aesthetically pleasing. It is the intent of these regulations to achieve this goal by providing for greater design flexibility while increasing minimum standards for required landscaping. A distinction is made among landscape regulations applicable to two (2) types of vehicular use areas. These are:

Off-street parking; and

Other vehicular use areas (such as "stacking" areas in automotive service stations, fast food outlets, or banks) that are used by the public, but not for parking.

Within off-street parking areas, developers are permitted to choose between two (2) design alternatives. The first, the traditional approach, required land to be set aside in the form of interior islands and perimeter landscape strips. The second eliminates interior islands, but increases tree canopy through increased planting. This design option is only available, however, if parking stalls are laid out so that four (4) stalls intersect.

Regarding vehicular use areas not used for off-street parking but that are open to the public, it is required that an area equal to a percentage of the total paved area be set aside for interior landscaping. This approach gives greater design flexibility and is relatively easily administered.

a. *Landscaping the interior of off-street parking areas.*

(1) *Design alternative one.*

(a) A minimum of fifteen (15) square feet of landscaping for each parking space shall be provided within the interior of an off-street parking area. Notwithstanding the requirements of this section to the contrary, the provisions hereof may be waived upon application of the property owner provided that: (i) the waiver is in conjunction with an approved bona fide outdoor dining conditional use permit, and (ii) the subject property is, and continuously has been, nonconforming to the landscape standards adopted prior to ordinance 2020-05.

(b) Each row of parking spaces shall be terminated by landscaped islands that measure not less than five (5) feet in width and not less than eighteen (18) feet in length. At least one (1) tree shall be planted in each terminal landscaped island. Notwithstanding the requirements of this section to the contrary, the provisions hereof may be waived upon application of the property owner provided that: (i) the waiver is in conjunction with an approved bona fide outdoor dining conditional use permit, and (ii) the subject property is, and continuously has been, nonconforming to the landscape standards adopted prior to ordinance 2020-05.

(c) Interior landscaped islands shall also be provided within each row of parking spaces. One (1) interior island shall be provided for each twelve (12) parking spaces or fraction thereof. Landscaped interior islands shall measure not less than five (5) feet in width and not less than eighteen (18) feet in length. At least one (1) tree shall be planted in each interior island.

(d) Landscaped divider medians may be used to meet interior landscape requirements. If divider medians are used, they should form a continuous landscaped strip between abutting rows of parking spaces. The minimum width of a divider median shall be five (5) feet. One (1) tree shall be planted for each forty (40) linear feet of median or fraction thereof. Trees in a median may be planted singly or in clusters.

(e) All interior landscaped areas not dedicated to trees or to the preservation of existing vegetation shall be landscaped with grass, ground cover or shrubs. Sand or other pavement shall not be considered appropriate landscape treatment.

Sec. 14-58. - Special exceptions and conditional uses.

14-58.2.1.A. Outdoor Dining.

4. Review Criteria .

- a. In commercial districts, outdoor dining may only be permitted where a restaurant or retail establishment serving prepared food generates over fifty (50) percent of its gross sales from the sale of food as determined by the city manager. Establishments may be required by the city manager to provide quarterly reports to the city manager certifying the aforementioned. A registered state certified public accountant shall provide the required certification in accordance with sound and generally accepted accounting practices and principles.
- b. All facilities proposing outdoor dining shall have been awarded a current and valid business tax receipt and certificate of use permit.
- c. Permanent improvements associated with outdoor dining ~~shall not be located~~ may be permitted in required front and side yards (setbacks), providing any permanent improvement, except for ground treatment and safety features, shall be located no less than three (3) feet from the property line. For the purposes of this section, a permanent improvement shall mean any structure, furniture, accessory or ground treatment that is anchored and/or permanently affixed on or to the ground.
- d. Outdoor dining shall not be located in required parking or driveway elements.
- e. Outdoor dining shall not impede or obstruct the flow of pedestrian traffic. In no case shall an unobstructed walkway or sidewalk be less than five (5) feet in width.
- f. Umbrellas shall maintain seven (7) feet of vertical clearance from ground level.
- g. Temporary stanchions with chains or ropes may be approved for the outdoor dining facility, the extent and nature of which shall be set out in the conditional use permit.
- h. No fencing, railings, plantings or other barriers may be installed or erected to delineate the outdoor seating area in the public right-of-way.
- i. Outdoor dining areas shall not occupy an area more than fifty (50) percent of the total area of the primary restaurant or food preparation establishment, unless otherwise approved by the city council.
- j. Outdoor dining facilities shall not create a parking deficiency inconsistent with the required off-street parking requirements of this Code. Additional parking demand created by outdoor dining shall be provided consistent with section 14-48.6(15) of this Code, providing that an outdoor dining area which is less than one hundred (100) square feet in any district is exempt from providing additional parking.
- k. With the exception of menu boards that are conditionally approved by the city, no additional signage, including but not limited to umbrellas and furniture with signage, are allowed in the outdoor dining area.
- l. With the exception of outdoor dining in the hotel/motel districts, food preparation and kitchen service equipment shall be located inside.

m. All outdoor dining elements including, but not limited to, furniture and accessories, elements shall be of quality design, materials and workmanship, as determined by the city manager, to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. All elements shall be of significant and adequate weight to prevent easy toppling in significant winds as determined by the city manager. All elements shall be of commercial grade.

n. All outdoor dining elements including, but not limited to, furniture and accessories, shall be of uniform design and style.

o. Outdoor dining areas shall not intrude upon designated components of egress such as exit discharge, exit discharge being defined as that portion of a means of egress between the termination of an exit and a public way.

p. Outdoor dining furniture and accessories shall be located a minimum of five (5) feet from driveways and other vehicular use areas. Use separation devices may be required to ensure a safe outdoor dining experience.

q. Lighting shall complement the existing building and outdoor dining design and shall not cause a glare to passing pedestrians or vehicles or residential districts. Seasonal lighting and decoration shall be approved by the building official. Lighting must be preapproved by the Volusia County sea turtle lighting staff.

r. All outdoor dining areas shall include adequate and proportional landscaping to enhance the patron experience. Existing landscaping may be used to satisfy this requirement as determined by the city manager.

5. Operation of outdoor dining facility .

a. Notwithstanding the abandonment provisions of this ordinance, an outdoor dining establishment may temporarily terminate the operation of the outdoor dining on a seasonal basis without the outdoor dining conditional use permit being permanently terminated. During such time that the outdoor dining may not be in operation, all tables, chairs and accessories must be removed and stored inside. The city shall be noticed in writing by the property owner of such suspension of use.

b. The property owner shall be responsible for maintaining the outdoor dining area in a clean and safe condition. All food and drink items, trash and litter shall be removed continuously throughout the establishment's hours of operation and immediately after customer leaves the premises. Public sidewalk trash containers shall not be used as a means of disposing of table waste generated by outdoor dining customers.

c. The operation of an outdoor dining area shall not be conducted in such a way as to cause a public nuisance and the operation of such business shall not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets.

- d. Any change in the location of the permitted outdoor dining area shall require a new application and permitting.
- e. An outdoor dining facility shall only be used and operated in conjunction with, and under the same management and exclusive control of, a restaurant or food preparation facility located on the same or contiguous property as may be approved by the city.
- f. The outdoor dining area's hours of operation shall be no greater than operating hours of the principal restaurant or food preparation facility.
- g. Outdoor dining shall comply with all applicable local, state and federal laws including, but not limited to, life safety codes and the Americans with Disabilities Act.
- h. An outdoor dining establishment shall temporarily terminate the operation of the outdoor dining during all severe weather warnings and events. During such time all tables, chairs and accessories not permanently installed must be removed and stored inside.
- i. Outdoor dining music, activities and noise shall conform to the noise regulations contained in chapter 16, article II of this Code.
- j. Feeding of wildlife shall be prohibited and unlawful.
- k. All outdoor dining furniture and accessories shall be maintained in good repair.

SECTION TWO: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary promotional activities are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Five, Six, Seven, Eight, Nine and Ten shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.