



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING DECEMBER 8, 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:**
 - A. Ralph Wheeler Volunteer of the Year Award
 - B. Employee Service Award - Jose Ramos 10 years
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes November 10, 2020

7. CONSENT AGENDA:

- A. Public Safety October Monthly Report
- B. Community Services October, 2020 Report
- C. Building Division October, 2020 Report
- D. Amendment to Beach Bagel Cafe of Daytona, LLC (High Tide Kitchen) Economic Development Grant: 3344 S. Atlantic Avenue
- E. Application for Non-Exclusive Franchise - ACET Recycling, LLC
- F. Renewal of Non-Exclusive Franchise - WCA of Florida, LLC
- G. Renewal of Non-Exclusive Franchise - Creech Enterprises, Inc., dba Southeast Containers
- H. Renewal of Non-Exclusive Franchise - Samsula Waste, Inc.

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report December 8, 2020

10. OLD BUSINESS:

- A. Ordinance 2020-13: Proposed Amendment to Atlantic Avenue Estates, LLC - Daytona Beach Shores Development Agreement 12020027
- B. Ordinance 2020-17 Planning & Zoning Board Re-organization

11. NEW BUSINESS:

- A. Consideration to amend lease with Halifax Health
- B. Economic Development Grant Application 12020019: ANP Investments, LLC - Stroud's Barbeque and Grill

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 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

**MINUTES
CITY COUNCIL MEETING
November 10, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney John Cary, 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. Resolution 2020-15 Certifying the election results

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Adopt Resolution 2020-15 on first reading.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

B. Oaths of Office

Attorney John Cary swore in both CMBRS Bryan and Politis who were re-elected to office.

C. Nomination of Vice Mayor

COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Nominate Mel Lindauer for Vice Mayor.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

6. APPROVAL OF MINUTES

A. City Council Minutes October 27, 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Minutes of October 27, 2020.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

Attorney Cary briefly reviewed the items on his report. He added that the closing documents were delivered earlier this afternoon on the Oceans 25 property. CMBR Bryan inquired on the Fryer's Towing breach of contract. It was explained that after reviewing a sample of invoices, they had been over-charging customers for fees not allowed by contract. They have seven days to provide refunds to everyone who was affected.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report November 10, 2020

City Manager Booker reviewed his report. He explained that at the Economic Development Meeting earlier that day, a potential buyer is interested in property at 136 Beachcomber to open a cigar and wine bar. The committee also spoke with the owner of a gym looking to open in a vacant storefront in the Winn Dixie Plaza. Completion on the on bocce and shuffleboard courts will still be a few weeks away. The shuffleboard just needs to be painted and a few final touches added. The bocce courts are playable, but the materials to complete the roof are on backorder. Mayor Miller inquired if plexiglass partitions could be installed on the dais for added safety. Due to the current conditions regarding the Corona Virus, both the Christmas Parade and Volunteer Appreciation Dinner have been cancelled. There will be a virtual tree lighting ceremony. The Ralph Wheeler Volunteer of the Year Award will be announced at the next City Council meeting. The City will hold a holiday decorating contest this year. There are three categories - condominium, single family residence and commercial

business. More details for how to enter will be on the city's website and Facebook pages.

10. OLD BUSINESS:

- A. Ordinance 2020-15: Removal of Background Check Requirement For Fortune Tellers, Palmists, etc.

COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Adopt Ordinance 2020-15 on second reading.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

- B. Ordinance 2020-16: Shared Off-street Parking Requirements

COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to Adopt Ordinance 2020-16 on second reading.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

11. NEW BUSINESS:

- A. Ordinance 2020-13: Proposed Amendment to Atlantic Avenue Estates, LLC - Daytona Beach Shores Development Agreement 12020027

City Planner Stewart Cruz explained that the agenda item had been continued from the October 27th meeting. The proposed ordinance would allow an amendment to the Atlantic Avenue Estates Development Agreement from 2016. The original DA allowed for the construction of four residential duplexes with a total of eight units. The proposed amendment would allow the option for single-family residential development on some or all of the property. The total number of units would not exceed eight. The property owner has requested this amendment due to increasing construction costs and the change in market demand. This project is consistent with both the Comprehensive Plan and LDC. Staff has reviewed and recommended approval.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve Ordinance 2020-13 on first reading.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

B. Ordinance 2020-17 Planning & Zoning Board Re-organization

It was explained that the Planning & Zoning Board would like to return to a 5-member board. The number is more manageable to obtain a quorum. The proposed ordinance also mandates attendance by alternate members.

COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve Ordinance 2020-17 on first reading.

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

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

12. COUNCIL COMMENTS:

Mayor Miller stated that she had been approached once again in regards to naming a tennis court. It was discussed a few months ago by the council and decided that the courts would remain numbered only. The President of the Port Orange/South Daytona Chamber announced the annex was now open in Christina's Plaza. There will be a Walk with the Mayors on Thursday morning to commemorate the new partnership.

CMBR Bryan inquired when Oceans 25 would break ground. Director Hiatt explained that permits had been issued and received, so it could be anytime. Vice Mayor Lindauer congratulated his fellow councilmembers on their reelections. CMBR Politis was glad to see the sale of the 2900 S. Atlantic property so it could go back on the tax roles. He felt the city was moving in the right direction with new businesses coming soon.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Ed Offerman wanted to acknowledge the Marine Corps 245th birthday today.

Tony Rembiszewski inquired how the economic incentive grant money was distributed.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Ralph Wheeler Volunteer of the Year award

15. ADJOURNMENT:

The meeting ended at 6:51 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

SE 11-11-2020

MONTHLY REPORT FOR OCTOBER 2020

	Oct-20	20/YTD	Oct-19	19/YTD
<i>Police Related Calls</i>	2,769	22,020	2,790	26,938
<i>Fire Related Calls</i>	39	451	34	345
<i>Rescue Related Calls</i>	113	766	77	839
<i>Fire Related Alarms Sounding</i>	7	118	17	114
<i>Traffic Citations</i>	373	1,964	341	3,850
<i>Written Warnings</i>	120	716	94	397
<i>Building Inspections</i>	37	269	76	529
<i>Arrests: Adults</i>	36	272	37	504
<i>Juveniles</i>	0	9	0	5
<i>Civil Citations</i>	0	0	0	89
<i>City Ordinance Charges</i>	0	0	0	2
<i>Florida State Statute Charges</i>	66	456	82	971
<i>Accidents: Total</i>	18	224	16	215
<i>Street/Highway</i>	8	116	6	111
<i>Parking Lot</i>	10	108	10	104

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-10-01 through 2020-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	811	29.29 %	26.16
TRAFFIC STOP	TS	512	18.49 %	16.52
MISCELLANEOUS LE CALL	MISC	353	12.75 %	11.39
PROPERTY CHECK	PRC	248	8.96 %	8.00
SUSP PERSON	SPER	64	2.31 %	2.06
TELEPHONE HANDLE	THC	49	1.77 %	1.58
RADAR	RADAR	48	1.73 %	1.55
MEDICAL EMERGENCY	MED1	41	1.48 %	1.32
SCHOOL ZONE	SZ	36	1.30 %	1.16
SUSPECT STOP	SS	36	1.30 %	1.16
SPECIAL DETAIL	SDL	34	1.23 %	1.10
SUSP VEHICLE	SVEH	34	1.23 %	1.10
DISTURBANCE	DIST	29	1.05 %	0.94
DIRECTED PATROL REQUEST	DPR	28	1.01 %	0.90
SUSP INCIDENT	SINC	25	0.90 %	0.81
WARRANT	WAR	19	0.69 %	0.61
MVA	MV	18	0.65 %	0.58
FLAG DOWN	FLAG	17	0.61 %	0.55
RECKLESS DRIVER	RD	16	0.58 %	0.52
911 CK/OPEN LINE	911CK	15	0.54 %	0.48
CIVIL COMPLAINT	CIVIL	15	0.54 %	0.48
TRESPASSERS	TRES	15	0.54 %	0.48
MEDICAL NON-EMERG	MED2	14	0.51 %	0.45
ILLEGAL PARKING	PARK	12	0.43 %	0.39
INVESTIGATION	INV	12	0.43 %	0.39
INFORMATION GIVEN	INFO	11	0.40 %	0.35
DRUNK DRIVER	DUI	10	0.36 %	0.32
FIRE ALARM	ALARMF	9	0.33 %	0.29
FOUND PROPERTY	PROPF	9	0.33 %	0.29
THEFT	THEFT	9	0.33 %	0.29
TOWED VEHICLE	TOW	9	0.33 %	0.29
ANIMAL COMPLAINT	AC	8	0.29 %	0.26
BUSINESS ALARM	ALARMB	8	0.29 %	0.26
NOISE	NOISE	8	0.29 %	0.26
WELL BEING CHECK	WBC	8	0.29 %	0.26
DISABLED VEHICLE	DAV	7	0.25 %	0.23
FIGHT	FIGHT	7	0.25 %	0.23
FRAUD	FRAUD	7	0.25 %	0.23
NARCOTICS	NARC	7	0.25 %	0.23
ROAD OBSTRUCTION	RDOB	7	0.25 %	0.23
STROKE / CVA	CVA	7	0.25 %	0.23
VANDALISM	VAND	7	0.25 %	0.23
ZONE ACCOUNTABILITY PATR	ZAP	7	0.25 %	0.23
ASSAULT/BATTERY	ABAT	6	0.22 %	0.19
FALL- NON EMERGENCY	TRAU3	6	0.22 %	0.19
ASSIST AGENCY	ASSIST	5	0.18 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-10-01 through 2020-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ATT TO CONTACT	ATC	5	0.18 %	0.16
ESCORT	ESCORT	5	0.18 %	0.16
FLEEING DRIVER	FLEE	5	0.18 %	0.16
TRAUMA EMERGENCY	TRAU1	5	0.18 %	0.16
DOMESTIC DISTURBANCE	DV	4	0.14 %	0.13
SEXUAL OFFENDER	SXF	4	0.14 %	0.13
UNCONSCIOUS	UNC	4	0.14 %	0.13
BURGLARY ALARM	ALARM	3	0.11 %	0.10
DRUNK PERSON	IP	3	0.11 %	0.10
ELEVATOR CALL	ELEV	3	0.11 %	0.10
MENTALLY ILL PER	MIP	3	0.11 %	0.10
MISSING PERSON	MP	3	0.11 %	0.10
WALKUP	WALKUP	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.07 %	0.06
CARBREAK	CB	2	0.07 %	0.06
DEPOSITS	DEP	2	0.07 %	0.06
DROWNING	DROWN	2	0.07 %	0.06
HIT&RUN MVA	MVHR	2	0.07 %	0.06
MEDICAL UNKNOWN	ALARMM	2	0.07 %	0.06
MVA W/ INJURIES	MVI	2	0.07 %	0.06
POWER LINES HAZARD	PL	2	0.07 %	0.06
RECOVERED SIG 10	SVR	2	0.07 %	0.06
REPOSSESSED VEH	REPO	2	0.07 %	0.06
TRAFFIC STOP/INV	TSB	2	0.07 %	0.06
TRAUMA CRITICAL	TRAUE	2	0.07 %	0.06
WATER RESCUE	WATER	2	0.07 %	0.06
ABUSE	ABUSE	1	0.04 %	0.03
ASSIST	ASST	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
CAR JACKING	CJ	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
CIVIL SERVICE	CIVILS	1	0.04 %	0.03
DEAD PERSON	DEAD	1	0.04 %	0.03
FAILURE TO PAY	FTP	1	0.04 %	0.03
FALL - NON EMERGENCY	FALN	1	0.04 %	0.03
FINGERPRINTS	PRINTS	1	0.04 %	0.03
FIREWORKS	FIREWK	1	0.04 %	0.03
HAZARDOUS COND	HZM	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.04 %	0.03
OVERDOSE/POISONING	OD	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03
SEX OFFENSE	SO	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-10-01 through 2020-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03
STEP ZONE	STP	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
SUICIDAL PERSON	SP	1	0.04 %	0.03
THREATENING CALL	TCALL	1	0.04 %	0.03
TRAFFIC CONTROL	TC	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TRAUMA NON-EMERG	TRAU2	1	0.04 %	0.03
VEH FIRE	VF	1	0.04 %	0.03
WALK & TALK	WT	1	0.04 %	0.03
TOTAL CALLS:		2,769	100.00%	89.32

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2020 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	0	0	0	3	0	3	3	0	3
HAZARDOUS CONDITIONS	0	1	0	20	9	1	20	8	1
VEHICLE FIRES	1	0	0	1	0	0	0	0	0
BOAT FIRES	0	0	0	1	0	0	1	0	0
OTHER FIRES NOT LISTED	0	0	0	7	2	0	7	2	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	5	2	0	5	2	0
SERVICE CALLS	9	2	0	249	40	12	240	38	12
FIRE ALARMS	7	0	0	118	2	3	111	2	3
CANCELLED EN ROUTE	10	5	6	74	33	37	64	28	31
TOTALS	27	8	6	478	88	56	451	80	50

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$0

COUNTY: \$0

MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	11	8	70	99	59	91
HOTEL/MOTEL	1	4	23	26	22	22
ASSEMBLY	0	1	3	2	3	1
MERCANTILE	3	1	11	7	8	6
RESTAURANT	2	0	13	6	11	6
BUSINESS	3	0	30	7	27	7
OTHER	0	0	23	0	23	0
CONSTRUCTION	3	0	43	6	40	6
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	0	7	2	7	2
TOTALS	23	14	223	155	200	141

PLANS EXAMINATION HOURS:2 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2020 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	57	7	1	499	102	7	442	95	6
BLS CALLS	38	10	0	318	73	13	280	63	13
TOTALS	95	17	1	817	175	20	722	158	19



CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

TRAINING SEMINARS ATTENDED

Month of October 2020

<i>Daniel Carrazana Darius DeBarros</i>	<i>10/5-7</i>	<i>Surveillance Techniques Eastern State College</i>
<i>Gary Malphurs</i>	<i>10/6/20</i>	<i>Glock Armorer Seminole Sheriff's Dept.</i>
<i>Meegan Wilmot</i>	<i>10/14</i>	<i>Cyber Security Symposium UNF</i>
<i>Elizabeth Ortman Carlos Rodriguez</i>	<i>10/23</i>	<i>Property & Evidence Mgmt Zoom</i>



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DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR OCTOBER 2020

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

Replace resistor control	veh #117
Replace fan & motor	veh #117
Replace bulb	veh #130
Replace relay & foot switch	veh # E77
Oil change & filter	veh #148
Oil change & filter	veh #154
Add antifreeze	veh #Q77
Weld drug terminator	
Replace serpentine belt	veh #112
Replace idler pulley	veh #112
Replace radiator	veh #112
Oil change & filter	veh #152
Oil change & filter	veh #161
Oil change & filter, air filter	veh #79

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - OCTOBER 2020

FACILITIES MAINTENANCE DIVISION:

Currently one position.

Normal monthly duties:

This division is now only the building maintenance position. The custodial and activity set up positions have been moved under the Community Center department. The maintenance position assesses any problems reported with the buildings and handles the repair if it is within his ability. He has an a/c certification so he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

This employee had several minor AC drain and catch pan issues, he adjusted the stop spots on the Public Safety exit gates and worked on the sally port door.

PARKS/STREETS DIVISION:

This division is normally eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed, replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions, they now all share in the normal monthly duties.

Additionally, this month:

The division electrician left employment with the city at the end of the month and we are working on getting a replacement. Unfortunately, he did not submit his monthly report before leaving. He had continued

working on the streetlights, turtle lights which is coming to an end and the new bocce shuffleboard court install. The park/streets division had a busy month, they continued work on the new bocce ball and shuffleboard courts, assisted in fixing a broken wall at sewer station one, installed an irrigation valve at Florida Shores and fixed a broken bench at Rendon Park. They also started replacing missing sand in the pavers at the north end parks, repaired asphalt down on Liberty Street, added clay to and adjusted the watering on the new tennis court at the Community Center and removed broken rusted equipment at the Beachcomber Park.

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

This division maintains and checks all the sewer stations daily, they do all the general maintenance of the sewer stations, generators and the property the stations are located on. This includes mowing and general outside maintenance as well as cleaning the pump areas, wet wells and floats. The division also maintains and inspects the manholes in the city, delivers past due sewer bill notices for finance every month, does cooling tower readings and grease trap inspections quarterly and has two employees in the division that are animal control officers.

Additionally, this month:

The division line cleaned numerous trouble spots, Oceans Trace, Van Avenue Park, Pavilion, stations 8 and 1. They repaired a safety blow off valve, rebuilt a compressor and installed a new timer at station 3. Replaced a belt and installed conduit for a new generator line at the master station, trouble shot and repaired a fan for the generator at city hall and filled in a sink hole on Dunlawton. They also handled 3 animal control calls and 44 sewer line locates.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – October, 2020

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 0
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
White Surf Condo	3355 South Atlantic Avenue	10/1	Remove and replace 14 doors and frames	\$30,000.00	\$238.31
Knight Residence	3028 South Peninsula Drive	10/1	Remove wood rot, install trim, siding, shingle	\$30,000.00	\$238.31
Dolphin Beach Club	3355 South Atlantic Avenue	10/1	Plumbing renovations, replace fixtures	\$74,920.00	\$733.57
Dolphin Beach Club	3355 South Atlantic Avenue	10/1	Replace light fixtures, receptacles	\$100,045.00	\$725.20
Bullard Residence	3245 South Atlantic Avenue, Unit 903	10/5	Replace counter Tops	\$19,800.00	\$182.96
Blue Surf Condo	3831 South Atlantic Avenue	10/6	Replace sliding glass door	\$10,500.00	\$120.55
Shagawat Residence	1925 South Atlantic Avenue, Unit 306	10/6	Remodel 3 shower enclosures	\$10,500.00,	\$337.10
Dubee Residence	3023 South Atlantic Avenue, Unit 703	10/6	Replace 2 windows and 3 sliding glass doors	\$20,452.00	\$188.34
Christina's Plaza	3060 South Atlantic Avenue	10/6	Change out 3 A/C systems	\$10,500.00	\$317.00
Atlantic Terrace Condo	3629 South Atlantic Avenue	10/6	Construction of pool side gazebo	\$77,775.00	\$573.31
Lee Residence	2 Oceans West Boulevard, Unit 2105	10/7	Install 3 motorized roll down hurricane shutters	\$15,781.00	\$161.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
MAX Daytona	1903 South Atlantic Avenue	10/8	Plumbing work for new construction	\$1,930,000.00	\$3,251.61
White Residence	3311 South Atlantic Avenue, Unit 1003	10/8	Install 3 electrical roll down hurricane shutters	\$12,267.00	\$137.65
Holiday Inn Express	3301 South Atlantic Avenue	10/8	Replace damaged 4000 amp service	\$58,380.00	\$79.27
Beard Residence	3333 South Atlantic Avenue, Unit 1903	10/8	Replace kitchen cabinets and counter tops	\$12,079.00	\$137.65
Sunglow Resort	3647 South Atlantic Avenue	10/9	East wall balcony restoration, stucco repair and painting	\$221,100.00	\$1,123.94
Sherwin Condo	2555 South Atlantic Avenue	10/12	Add 2 remote radio units to existing antenna on roof	\$20,000.00	\$182.96
Hunsaker Residence	3003 South Atlantic Avenue, Unit 10B4	10/13	Replace tub, install walk in shower, raise floor	\$30,000.00	\$238.31
Kilimnik Residence	2937 South Atlantic Avenue, Unit 403	10/14	Replace exterior doors and windows	\$24,395.00	\$209.87
Macaluso Residence	2987 South Atlantic Avenue, Unit 404	10/14	Remodel kitchen	\$19,300.00	\$182.96
Waterfield Residence	3555 South Atlantic Avenue, Unit 201	10/14	Remodel 3 bathrooms	\$36,000.00	\$272.45
Hedges Residence	2625 South Atlantic Avenue, Unit 11SE	10/15	Change tub to shower, new cabinets and top	\$30,100.00	\$243.72
Aguirre Residence	3047 South Atlantic Avenue, Unit 303	10/15	Install 3 electric roll hurricane shutters	\$10,161.00	\$120.55
Little Residence	2625 South Atlantic Avenue, Unit 4SE	10/15	Remodel interior of condo	\$54,000.00	\$374.84
Robson Residence	2727 South Atlantic Avenue	10/16	Replace 16 windows and 2 sliding glass doors	\$35,798.00	\$272.38
Laine Residence	3807 South Atlantic Avenue, Unit 501	10/16	Replace 4 windows and 2 sliding glass doors	\$13,400.00	\$146.20
Tanner Residence	3815 South Atlantic Avenue, Unit 1006	10/16	Remodel kitchen and bathroom	\$32,300.00	\$255.16
Behnam Residence	3051 South Atlantic Avenue, Unit 1703	10/19	Remodel 2 showers, install pocket door	\$10,000.00	\$112.00
Barrett Residence	3333 South Atlantic Avenue, Unit 1906	10/19	Replace kitchen and bathroom cabinets	\$16,000.00	\$161.50
Collins Residence	2987 South Atlantic Avenue, Unit 901	10/20	Replace 1 window and 1 sliding glass door	\$10,100.00	\$120.55
Moondance Beach Rentals	2625 South Atlantic Avenue, Unit 18SW	10/21	Remodel kitchen and 2 bathrooms	\$48,500.00	\$346.25
Sherwin Condo	2555 South Atlantic Avenue	10/22	Install 134 aluminum stands on roof	\$160,800.00	\$1,165.67
Kern Residence	2947 South Atlantic Avenue, Unit 1503	10/23	Remodel condo, new kitchen and baths	\$70,000.00	\$465.86
Isenberg Residence	4 Oceans West Boulevard, Unit 207B	10/23	Replace kitchen cabinets and counter tops	\$20,429.00	\$188.34
Shores Club Condo	3815 South Atlantic Avenue	10/23	Replace existing fire alarm control panel	\$49,500.00	\$397.40

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
La Vista Del Sol	3756 South Atlantic Avenue	10/23	Upgrade existing fire alarm system	\$23,450.00	\$212.50
Roberts Residence	2741 South Atlantic Avenue	10/26	Remove and replace existing driveway with pavers	\$21,480.00	\$193.73
Cove Residence	3315 South Atlantic Avenue, Unit 1706	10/26	Remodel 2 showers, convert 1 tub to walk in shower	\$18,259.00	\$177.58
Garrison Residence	3023 South Atlantic Avenue, Unit 607	10/27	Replace 2 windows and 4 sliding glass doors	\$30,778.00	\$243.94
Realty Pros	3118 South Atlantic Avenue	10/28	Reconfigure office space, build interior walls	\$16,500.00	\$200.82
Erwin Residence	3245 South Atlantic Avenue, Unit 708	10/29	Remodel kitchen, master and hall bathrooms	\$87,800.00	\$554.34
Whitener Residence	2987 South Atlantic Avenue, Unit 1401	10/29	Replace 4 exterior doors and 1 window	\$18,250.00	\$177.58
Shagawat Residence	1925 South Atlantic Avenue, Unit 306	10/29	Tile bathroom walls	\$20,000.00	\$461.46
Duncan Residence	2 Oceans West Boulevard, Unit 2106	10/30	Add fireplace, build fireplace box	\$19,500.00	\$182.96
Robson Residence	2727 South Atlantic Avenue	10/30	Remove and replace stone coated metal tile	\$70,000.00	\$465.86
Auer Residence	3511 Cardinal Boulevard	10/30	Remove tub, Install new shower	\$10,974.00	\$120.55
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,661,873.00	\$16,994.56

Building Division Revenue by Permit Category:

PERMIT TYPE	OCTOBER 2020	FISCAL YEAR-TO-DATE 2020 TO 2021	OCTOBER 2019	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
BUILDING	\$13,580.88	\$13,580.88	\$16,429.68	\$16,429.68
ROOF	\$716.86	\$716.86	\$630.26	\$630.26
DEMOLITION	\$120.00	\$120.00	\$0.00	\$0.00
ELECTRICAL	\$4971.80	\$4,971.80	\$1,513.38	\$1,513.38
MECHANICAL	\$6,217.22	\$6,217.22	\$2,647.87	\$2,647.87
PLUMBING	\$4,662.32	\$4,662.32	\$1,750.93	\$1,750.93
SIGN	\$314.85	\$314.85	\$599.41	\$599.41
POLITICAL SIGN BONDS	\$220.00	\$220.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$130.50	\$130.50	\$214.25	\$214.25
DEVELOPMENT FEES	\$110.00	\$110.00	\$840.40	\$840.40

PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$31,044.43	\$31,044.43	\$24,626.18	\$24,626.18

Building Division Activities:

ACTIVITY	OCTOBER 2020	FISCAL YEAR-TO-DATE 2020 TO 2021	OCTOBER 2019	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
INSPECTIONS	404	404	244	244
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	250	250	185	185
FAILED INSPECTIONS	24	24	14	14

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

Projects Begun Current Fiscal Year-to-Date – 2021 to Present: \$3,661,873.00

Projects Begun Last Fiscal Year – 2019 to 2020: \$64,300,811.00

Projects Begun Two Fiscal Years Ago – 2018 to 2019: \$39,968,375.00

**AMENDMENT TO COMMERCIAL LEASE SUBSIDY GRANT
AGREEMENT WITH BEACH BAGEL CAFÉ OF DAYTONA, LLC**

THIS AMENDMENT TO COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the "Amendment") 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 Beach Bagel Café of Daytona, LLC, whose address is 3344 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, a Florida Limited Liability Company, hereinafter referred to as "GRANTEE".

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 and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; 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, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; 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 parties entered into an Agreement for Commercial Lease Subsidy Grant Agreement on April 28, 2020 (hereinafter the "Agreement").

WHEREAS, the City Council, at its October 27, 2020, meeting, directed the City Attorney to draft this Amendment in order to clarify the terms of the Agreement; 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; and

WHEREAS, both parties agree that this Amendment is mutually beneficial and reflects the understanding of the parties.

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 Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: High Tide Kitchen

Located at: 3348 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

for the term of the of this, being 3 years from the date first stated in the Agreement.

SECTION 3. AMENDMENT TO TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY.

(A). Section 3(A) of the Agreement shall be amended as follows:

9. The GRANTEE business must be in operation for dinner a minimum of four nights per week until at least 8 p.m., which shall include Thursdays through Sundays. Dinner service shall be operable under the conditions outlined in this paragraph by March 31, 2021.

(B). Section 4(B) of the Agreement shall be amended as follows:

Upon submission of proof of payment by the GRANTEE of renovations and/or improvements in the amount of \$40,000 approved by the CITY to real property (fixtures), which real property is part of the tenancy of the GRANTEE, the CITY shall pay

to the GRANTEE \$20,000 if the GRANTEE has opened for dinner service, as defined in paragraph 3(A)9. If the GRANTEE has not opened for dinner service under such conditions, the CITY shall pay \$15,000. At such time as GRANTEE opens for dinner service, GRANTEE shall notify CITY for verification that the conditions in paragraph 3(A)9. have been met. Upon verification by CITY, they CITY shall pay to the grantee an additional \$5,000, provided that dinner service began on or before March 31, 2021 and has operated continuously since, in accordance with paragraph 3(A)9. If dinner service has not begun by March 31, 2021, GRANTEE forfeits the remaining \$5,000 of the grant. (Note: ordinance cap of \$20,000.00 is subject to minimum expenditure by GRANTEE of \$40,000)

(C) All remaining terms, provisions, and conditions of the Agreement dated April 28, 2020, except for those that have been specifically modified by this Amendment, shall remain in full force and effect.

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

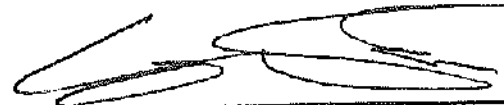
Michael T. Booker, City Manager

Approved as to form:

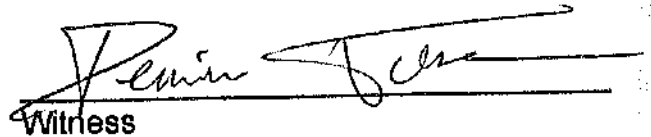
JOHN CARY, CITY ATTORNEY

BEACH BAGEL CAFÉ OF DAYTONA, LLC

ATTEST:



Erision Tahiraj - Manager


Witness

MINUTES
CITY COUNCIL MEETING
October 27, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney John Cary, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Captain Michael Fowler.

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 October 13, 2020

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Minutes for October 13, 2020.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

7. CONSENT AGENDA:

A. Public Safety September report

B. Community Services September, 2020 Report

C. Building Division September, 2020 Report

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the consent agenda.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

Attorney Cary reviewed the items on the submitted report. Mayor Miller inquired when the ordinance for amending the Planning & Zoning Board would be on the agenda. He responded that it would first go before the P&Z Board in November and then be placed on the next council agenda. Vice Mayor Bryan asked the attorney to provide details on the meeting with Marriott. The City Attorney felt it should be the City Manager to respond. City Manager Booker explained that the discussion is in the preliminary stages right now and details can't be shared.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report October 27, 2020

City Manager Booker congratulated IT Manager Dave Lockwood who is now livestreaming all city meetings. He explained that the Christmas holiday would fall on a Friday this year and inquired if council would consider adding Christmas Eve as an additional holiday. The council gave their consensus for the additional day off. The Christmas parade has now been cancelled. The surrounding cities have also cancelled their parades due to COVID. A virtual tree lighting and citywide decorating contest are being planned.

10. OLD BUSINESS:

A. Ordinance 2020-14 Relating to Trespass on City Property

The City Attorney read Ordinance 2020-14 by title for the record. There were no additional details to discuss.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to adopt Ordinance 2020-14 on second reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

11. NEW BUSINESS:

- A. Ordinance 2020-13: Proposed Amendment to Atlantic Avenue Estates, LLC - Daytona Beach Shores Development Agreement 12020027

Mayor Miller explained that the applicant had made an error in advertising so the agenda item must be continued until November 10th.

- B. Ordinance 2020-15: Removal of Background Check Requirement For Fortune Tellers, Palmists, etc.

City Planner Stewart Cruz explained that the proposed ordinance would remove the background check requirement for fortunetellers, palmist and similar occupations in conjunction with the issuance of a certificate of use. There is no legal requirement for having this background check. The courts have deemed fortune telling and similar occupations as protected under the "free speech" provisions of the US Constitution. There is also no Florida Statute requiring a background check on these occupations. This is purely an administrative housecleaning effort.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Ordinance 2020-15 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

- C. Ordinance 2020-16: Shared Off-street Parking Requirements

City Planner Stewart Cruz explained that the proposed Ordinance 2020-16 would amend the LDC off-street parking requirements relative to shared parking. This has been one of the limiting factors in economic development in the city due to the nonconforming nature of commercial properties. Currently, some businesses make parking agreements with their neighbors or they purchase additional property on the west side of S. Atlantic Avenue for extra parking. This is especially difficult for many small businesses. The proposed changes would amend the definition of shopping center that would make it consistent with other chapters in the LDC; amend the combination of off-street parking regulations for businesses with varying peak hours and create an additional method to calculate the overall off-street

parking required. The optional method would be one parking space for every 250 square feet of gross floor area of the entire shopping center. The proposed ordinance is consistent with the LDC and the city's comprehensive plan.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Ordinance 2020-16: Shared Off-street Parking Requirements.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

D. Resolution to open accounts with JPMorgan Chase

Finance Director Swartzlander explained that this would allow him to deposit cash at the new branch that opened next to City Hall. The local branch of Bank of America, the city's current bank, has been closed with no re-opening date in the near future.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Adopt Resolution 2020-14 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

E. Economic Development Grant (New Business Lease Subsidy) Application: Tres Leches Restaurant, 2514 S. Atlantic Avenue

City Planner Stewart Cruz explained the details of the lease subsidy grant application. It is for a three year period capped at 30%, 20% and 10% for the first, second and third year. The total amount that could be reimbursed is \$13,573.80 over the three years. The casual restaurant will be located in Pappas Plaza and have a Latin style menu. Both city staff and the Economic Development Committee recommend approval.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the Economic Development Grant for Lease Subsidy with Tres Leches Restaurant.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

F. Economic Development Grant: Beach Bagel Cafe of Daytona, LLC (aka High Tide Kitchen), 3344 S. Atlantic Ave.

City Planner Stewart Cruz explained that the council originally approved this grant on March 10th. The original business plan included evening dining. When the restaurant re-opened, it is still only serving breakfast and lunch. The interior has been renovated and the outdoor

pergola is almost complete. Staff requested direction from the council in regards to paying the grant money. Property Owner Erision Tahiray spoke to the council. He explained that serving dinner was never going to happen right away, it would be a phased in approach. He needs to hire additional staff and create a dinner menu. Mayor Miller inquired how long that would take. He felt it could happen by the end of the year. Council discussed options to pay the grant such as 50/50 or 75/25. The City Manager added that these are not just business owners, but property owners as well.

The council gave consensus to authorize a reimbursement payment of \$15,000 now with proper invoices received and pay the remaining \$5,000 once the restaurant is open for dinner. The council allowed until March 31, 2021, to include evening dining.

G. Beautification Improvement Grant 12020031: Angels X, LLC, 2006 S. Atlantic Avenue

City Planner Stewart Cruz stated that there was only \$1,500 budgeted this year for beautification grants. These grants are for businesses and assist in cleaning, painting, pressure washing, and landscape materials. The grant is only 50% reimbursable with a \$1,000 cap per grant. The business owner has applied for three grants on the agenda for three separate businesses. Staff recommended approval. The council held a brief discussion on whether to pay \$1000 for first and \$500 for second or to just pay each one \$500. The consensus of council was to pay \$1,000 for the first grant #12020031 and \$500 for the second #12020030 for Angels X, LLC.

H. Beautification Improvement Grant Application 12020030: Angels X, LLC - 2010 S. Atlantic Avenue

This grant was voted on under agenda item G.

I. Beautification Improvement Grant 12020029: Kitty X, LLC - 2016 S. Atlantic Avenue

This grant was voted on under agenda item G.

12. COUNCIL COMMENTS:

friz thanked staff cm and fred alwork on sprots. and maint. congrats on great job with truck event. no wories this weekend. vm asking how many trucks showed up . fwoler - alot less than labor day. edge and sd sent help. for traffic control. mayor - concert this friday traces of gold.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

The meeting ended at 6:59 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



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



NON-EXCLUSIVE FRANCHISE APPLICATION
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

Applicant (Firm):

Acet Recycling

Business Address:

400 VENTURE DR SOUTH DAYTONA, FL

Business Phone:

386-275-1511

Authorized Rep. Name & Title:

SCOTT DEWEY MANALING MEMBER

Authorized Rep. Contact Phone:

386-275-1511

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.
- ☒ **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and any applicable administrative rules.

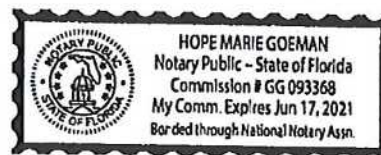
- ☒ I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."
- ☒ I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.
- ☒ I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.
- ☒ I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY AS PROVIDED FOR IN FLORIDA STATUTES 837.01, THAT THE FOREGOING AND PROVIDED INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.


Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE
ME BY Scott Drury,
THIS 29th DAY OF Sept 20 20.


Notary Public



- ☒ Documentation reviewed and complete: Fred Hiatt on 11-17-2020
Comm. Services Director Fred Hiatt Date
- ☒ Approved by City Manager: _____ on _____
M. Booker Date
- ☒ Franchise Issued by: _____ on _____
F. Hiatt Date



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



NON-EXCLUSIVE FRANCHISE APPLICATION
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

Applicant (Firm): WCA of Florida LLC
Business Address: 1378A S. Volusia Ave
Business Phone: 386-457-4674
Authorized Rep. Name & Title: Jake Pack District Manager
Authorized Rep. Contact Phone: 912-656-7172

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
 - ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
 - ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
Rec'd by Gwyn per email
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
 - ☒ **Performance Bond** in the amount of \$10,500.00.
 - ☒ **Business Tax Receipt:** current, in the company's name
 - ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility. *Tomoka Landfill, GEL Recycling*
 - ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances. *No Changes*
- JP* **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and any applicable administrative rules.

JP I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

JP I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

JP I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

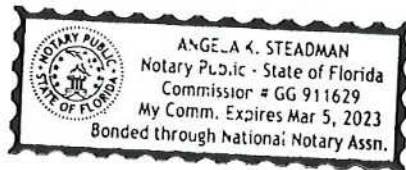
JP I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY AS PROVIDED FOR IN FLORIDA STATUTES 837.01, THAT THE FOREGOING AND PROVIDED INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

JP
Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE
ME BY Jake Pack,
THIS 17 DAY OF November 2020.

AK Steadman
Notary Public



☒ Documentation reviewed and complete: Fred Hiatt on 11-30-2020
Comm. Services Director Fred Hiatt Date

☐ Approved by City Manager: _____ on _____
M. Booker Date

☐ Franchise Issued by: _____ on _____
F. Hiatt Date



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



NON-EXCLUSIVE FRANCHISE APPLICATION

CONSTRUCTION AND DEMOLITION DEBRIS AND/OR RECYCLABLES COLLECTION

Applicant (Firm):

Business Address:

Business Phone:

Authorized Rep. Name & Title:

Authorized Rep. Contact Phone:

Southwest
Creech Enterprises, Inc dba Containers
29160 S. Nova Rd, South Daytona FL 32119
386-547-4182
Lowry Creech, vice president
386-547-4185

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

 **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and any applicable administrative rules.

L I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

Y I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

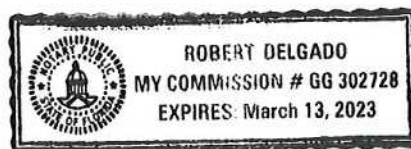
Y I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

Y I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY AS PROVIDED FOR IN FLORIDA STATUTES 837.01, THAT THE FOREGOING AND PROVIDED INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.


Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE
ME BY Loway Creech,
THIS 24 DAY OF November 2020.




Notary Public Robert Delgado

☒ Documentation reviewed and complete: Fred Hiatt on 11-30-2020
Comm. Services Director Fred Hiatt Date

☐ Approved by City Manager: _____ on _____
M. Booker Date

☐ Franchise Issued by: _____ on _____
F. Hiatt Date



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

(A)



NON-EXCLUSIVE FRANCHISE APPLICATION
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

Applicant (Firm): Samsula Waste, Inc.
Business Address: 363 S. State Rd. 415, New Smyrna Bch, Fl. 32168
Business Phone: 386-423-6769
Authorized Rep. Name & Title: Charles Y McDonald, president
Authorized Rep. Contact Phone: 386-547-4575

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☐ **Disposal Plan:** No change Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☐ **Employee Policy:** No change Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

CY/M

I agree, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and any applicable administrative rules.

Cym I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

Cym I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

Cym I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

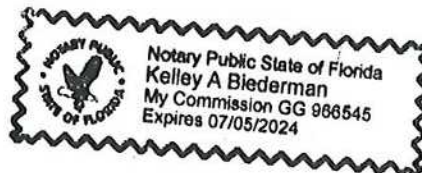
Cym I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

I SWEAR OR AFFIRM UNDER PENALTY OF PERJURY AS PROVIDED FOR IN FLORIDA STATUTES 837.01, THAT THE FOREGOING AND PROVIDED INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.


Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE
ME BY Charles Y McDonald
THIS 30 DAY OF November 2020

Kelley A. Biederman
Notary Public



☒ Documentation reviewed and complete: Fred Hiatt on 12-2-20
Comm. Services Director Fred Hiatt Date

☐ Approved by City Manager: _____ on _____
M. Booker Date

☐ Franchise Issued by: _____ on _____
F. Hiatt Date



Article II, Section 8, *Constitution of the State of Florida*: “*Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.*”

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
DECEMBER 8, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Mike Booker, City Manager
Cheri Schwab, City Clerk
FROM: John Cary, City Attorney
DATE: December 2, 2020
SUBJECT: *City Attorney Report*

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of November 10, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Economic Development Ordinance*

Met with staff to discuss revising the Ordinance for Economic Development.

(2) *Economic Development Meeting*

The City Attorney attended an economic development meeting and provided legal counsel at the meeting.

(3) *Stroud’s BBQ Economic Development Grant*

The City Attorney revised the Stroud’s BBQ Grant Agreement for Council consideration.

(4) *Review of Opioid Case Documents*

The City Attorney reviewed case documents for the opioid case.

(5) *Fryer's Towing Billing Issues*

The City Attorney has corresponded with Fryer's Towing regarding overbilling and is working to correct the issue.

(6) *Request for Code Enforcement Fine Reduction.*

The City Attorney worked with City staff regarding matters involving a request by a local property owner and discussions with her attorney to have a hearing before the City Council for a code enforcement fine reduction.

(7) *Assignment of Halifax Lease*

The City Attorney worked with City staff regarding issues as to the assignment and assumption of the Halifax lease with the City.

Respectfully, submitted,

/s/ John Cary, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: December 2, 2020

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

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager's Report – December 8, 2020

Recreation:

- Bocce and Shuffleboard are much closer to completion. Hopefully, we can remain on schedule and finish in a timely manner.

Halifax Health (HH):

- Demolition of the former City Council Chambers has begun. This brings us one step closer to having the only urgent care facility on beachside.

Daytona Max:

- On Thursday, December 10 at 11:30 a.m., Daytona Max will be holding its "Topping Out" ceremony. We are all excited to have the Max, the Aruba and the new DiMucci condominium completed.



CITY COUNCIL AGENDA MEMORANDUM DECEMBER 8, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-13: Proposed Amendment to Atlantic Avenue Estates, LLC - Daytona Beach Shores Development Agreement 12020027

SYNOPSIS:

Ordinance 2020-13, if adopted, will amend the *Atlantic Avenue Estates, LLC - City of Daytona Beach Shores* Development Agreement, which was approved in 2016 by the City. The subject property, Volusia County Tax Parcel ID 6302-05-07-0150, is located on the west side of S. Atlantic Avenue in between 3824 and 3832 S. Atlantic Avenue. The current development agreement allows for the construction of four (4) residential duplex structures, or a total of eight (8) units, on the 0.7 acre vacant property. The proposed amendment would allow the option for single-family residential development, on some or all the property, in lieu of duplex construction but not to exceed a total eight (8) units combined. If single-family residential construction occurs it shall be consistent with the RSF-2 Urban Single-Family Residential Detached District standards, which is the prevalent City single-family zoning district in the area. The owner/applicant is making this request due to a change in market conditions and increased construction costs. The development agreement duration remains at thirty (30) years.

FISCAL IMPACT STATEMENT:

The City will receive a total of \$10,000 for the complete development of this property. Per the development agreement, these funds will be used towards beach access maintenance, community/recreation center development and/or gateway signage.

BACKGROUND:

OVERVIEW OF PROPOSED AMENDMENT

On September 25, 2020 the City received an application to amend the Atlantic Avenue Estates, LLC - City of Daytona Beach Shores Development Agreement, which concerns a 0.7 acre vacant property located on the west side of S. Atlantic Avenue in between 3824 and 3832 S. Atlantic Avenue. The development agreement concerns the development of the subject property for residential duplex use. Four (4) residential duplex structures, or a total of eight (8) units, are permitted on site. Due to a change in the foreseeable market conditions and development pattern in the neighborhood along

Cardinal Boulevard, the applicant/owner is proposing to amend the development agreement to add the flexibility of developing some or all of the property for single-family residences, not to exceed eight (8) total units on site. If single-family residential construction occurs anywhere on the property, it shall be consistent with the RSF-2 Urban Single-Family Residential Detached District standards. All other components of the agreement remain unchanged. The proposed amendment language is underlined below and would be added to Section 3 of the agreement:

Section 3. SITE LAYOUT AND CONCEPTUAL PLANS FOR DEVELOPMENT.

(d). In the event that the Property Owner elects to construct a single-family residence on any of the 4 tracts depicted in Exhibit "B" he may do so at his sole discretion provided the minimum yards sizes, minimum floor area, maximum building height, and maximum lot coverage are consistent with the requirements contained in Section 14-17 of the City's Land Development Code for the RSF-2 Urban Single-Family Residential Detached District.

OVERVIEW OF EXISTING DEVELOPMENT AGREEMENT

The current Development Agreement was executed by the City to foster the development of the subject vacant property. Highlights of the existing Development Agreement include: (a) seven (7) benefits to the public, including, but not limited to, development of a property that was formerly a county enclave; and (b) permitting of four (4) deviations from the City's Land Development Code, including but not limited to minimum lot sizes for duplex construction.

AUTHORIZATION OF DEVELOPMENT AGREEMENT

The City Council, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within, or properties to be annexed to the City limits of the City of Daytona Beach Shores, as authorized in Sections 163.3220 through 163.3243, Florida Statutes, as it may be amended from time-to-time and Chapter 15 of the LDC. Deviations from the provisions of the City's land development regulations may be granted as part of an approval of a development agreement when the City Council finds that such approval will result in creative planning strategies and the implementation of development approvals that enhance benefits to the public while ensuring that private property rights are protected. The City Council may also determine that vested rights have been established as to a parcel of property in the context of approving a development agreement.

DEVELOPMENT AGREEMENT CONTENT REQUIREMENTS

All applicable standards required in the development agreement are included accordingly pursuant to Sec. 15-4 of the LDC entitled "Development Agreement Content."

DEVELOPMENT AGREEMENT NOTICE REQUIREMENTS

The development agreement shall be noticed pursuant to Sec. 15-6 "Noticing Requirements" of the LDC. Evidence of the aforementioned has been provided to the City Clerk.

PLANING ANALYSIS

See attached.

PLANNING AND ZONING BOARD

The Planning and Zoning Board unanimously recommended approval of the subject ordinance on October 12, 2020.

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-13 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

1. "I move to **approve** Ordinance 2020-13 as presented."

OR

2. "I move to approve Ordinance 2020-13, with the following amendments..."

OR

3. "I move to deny Ordinance 2020-13 on the basis of the following..."

- ATTACHMENT:**
1. Ordinance 2020-13-Amendment to Atlantic Avenue Estates-DA-SC-9-25-20
 2. DRAFT2 ATLANTIC AVE ESTATES FIRST AMENDMENT 9_30_2020 - Underlined Format
 3. atlantic ave estates recorded agreement
 4. 15200LOT-Approved Duplex Layout
 5. DA Application Signed Atlantic Ave Estates
 6. Planning Analysis

ORDINANCE 2020-13

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF AN AMENDMENT TO THE ATLANTIC AVENUE ESTATES, LLC – CITY OF DAYTONA BEACH SHORES DEVELOPMENT AGREEMENT PERTAINING TO THE VACANT PROPERTY WITH VOLUSIA COUNTY SHORT TAX PARCEL ID 6302-05-07-0150, GENERALLY LOCATED BETWEEN 3824 S. ATLANTIC AVENUE AND 3832 S. ATLANTIC AVENUE, 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 NONCODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 22, 2016 the City Council of the City of Daytona Beach Shores approved the Atlantic Avenue Estates, LLC and the City of Daytona Beach Shores Development Agreement pertaining to the development of the vacant property with Volusia County Short Tax Parcel ID 6302-05-07-0150, generally located in between 3824 S. Atlantic Avenue and 3832 S. Atlantic Avenue; and

WHEREAS, Atlantic Avenue Estates, LLC has requested an amendment to the subject Development Agreement to provide for single-family construction flexibility consistent with changing market conditions, increased construction costs and reasonable investment return expectation; and

WHEREAS, Atlantic Avenue Estates, 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 amended 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, Mark Scharff is the manager of Atlantic Avenue Estates, LLC; 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*.

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 Atlantic Avenue Estates, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL OF AMENDMENT AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The amended Development Agreement between the City of Daytona Beach Shores and Atlantic Avenue Estates, 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 Atlantic Avenue Estates, LLC, as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

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

- (a). The provisions of this Ordinance shall not 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). 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 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:

GRETCHEN R. H. “BECKY” VOSE, 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 amendments to the subject Development Agreement and the provisions of this Ordinance.

ATLANTIC AVENUE ESTATES, LLC, a
Florida limited liability company.

Mark Scharff

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 Mark Scharff, and he 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: _____

Document prepared by:
Zev Cohen and Associates, Inc.
300 Interchange Blvd
Ormond Beach, FL 32174

Return recorded document to:
City of Daytona Beach Records Clerk
P.O. Box 2451
Daytona Beach, FL 32115-2451

**FIRST AMENDMENT TO THE ATLANTIC AVENUE/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE
ATLANTIC AVENUE ESTATES DUPLEX DEVELOPMENT**

The **CITY OF DAYTONA BEACH SHORES, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida ("City"), and **ATLANTIC AVENUE ESTATES, LLC**, a Florida Limited Liability Corporation, located at 133-15 Beach Channel Drive, Rockaway Park, New York, 11694 the record title property owner ("Property Owner"), make and enter into this **FIRST AMENDMENT TO THE ATLANTIC AVENUE/CITY OF DAYTONA BEACH SHORES DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE ATLANTIC AVENUE ESTATES DUPLEX DEVELOPMENT**.

Whereas, the City and Atlantic Avenue Estates, LLC, entered into the Atlantic Avenue/City of Daytona Beach Shores Development Agreement Pertaining To The Development Of The Atlantic Avenue Estates Duplex Development, recorded in the Official Records Book 7238, Page 3066, Public Records of Volusia County, Florida as Instrument Number 2016-062949 (the "Agreement"), and

Whereas, Atlantic Avenue Estates, LLC, proposes to amend the Agreement as set forth herein, and

Whereas, the City is willing to grant the Property Owner's request subject to the terms and conditions set forth herein, and

WHEREAS, for purposes of this instrument, 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 the City and the Property Owner hereby agree to amend the Agreement as follows:

1. Section 3, Site Layout and Conceptual Plans for Development, of the Agreement is amended to read, in its entirety as follows:

(a). The attached Lot Configuration Plan for development of the property into eight (8) individual lots for the development of residential duplex units (Exhibit "B") is hereby approved by the terms and conditions of this Development Agreement.

(b). The attached Site Development Plan for development of the property (Exhibit "C") is hereby approved by the terms and conditions of this Development Agreement.

(c). The dimensions, lots areas, setbacks and densities shown in the Lot Configuration Plan and Site Development Plan are consistent with the requirements contained in Section 14-20 of the City's Land Development Code for the RMF-3 Multi-Family Residential District (Low Density) zoning district.

(d). In the event that the Property Owner elects to construct a single family residence on any of the 4 tracts depicted in Exhibit "B" he may do so at his sole discretion provided the minimum yards sizes, minimum floor area, maximum building height, and maximum lot coverage are consistent with the requirements contained in Section 14-17 of the City's Land Development Code for the RSF-2 Urban Single-Family Residential Detached District.

2. Except as otherwise expressly provided for herein, the original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH SHORES,
FLORIDA, a Florida municipal corporation**

Signature of Witness

By: _____
Nancy Miller, Mayor

Print Name of Witness

Attest:

Signature of Witness

By: _____
Cheri Schwab, City Clerk

Print Name of Witness

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Nancy Miller and Cheri Schwab, Mayor and City Clerk, respectively, of The City of Daytona Beach Shores, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

Atlantic Avenue Estates, LLC [OWNER]

Signature of Witness

By: _____
Name: Mark Scharff
Title: Managing Member

Print Name of Witness

Date: _____

[Corporate Seal]

STATE OF NEW YORK
COUNTY OF KINGS

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mark Scharff as Managing Member of Atlantic Avenue Estates, LLC, referred to in this agreement as "Property Owner." He or she is ☐ personally known to me or ☐ produced identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

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

This Instrument Prepared By:

Lonnie N. Groot, Esquire
Stenstrom, McIntosh, Colbert,
& Whigham, P.A.
1001 Heathrow Park Lane, Suite 4001
Lake Mary, Florida 32746

Return To:

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

**ATLANTIC AVENUE/CITY OF DAYTONA BEACH SHORES DEVELOPMENT
AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE ATLANTIC
AVENUE ESTATES DUPLEX DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between ATLANTIC AVENUE ESTATES, LLC, a Florida limited liability corporation, registered and authorized to conduct business in the State of Florida, whose address is 133-15 Beach Channel Drive, Rockaway Park, New York, 11694, the legal and equitable owner, hereinafter referred to as the "PROPERTY OWNER", and the City of Daytona Beach Shores, Florida, a municipal corporation of the State of Florida, (the "Landlord"), holding tax exempt status, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the PROPERTY OWNER is the owner of real property located on South Atlantic Avenue between 3824 S. Atlantic Avenue and 3832 S. Atlantic Avenue (Volusia County Tax Parcel Identification Number: 02-16-33-05-07-0150) in Daytona Beach Shores (Exhibit "A") (referred to from time to time as the "property" in this Development Agreement and which is the subject of the site plan referenced herein); and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in the annexation and development of the property in accordance with the CITY's comprehensive plan, official zoning map and *Land Development Code* to continue and maintain a sustainable mix of residential uses.; and

WHEREAS, the CITY desires to provide for the orderly development of land within the CITY in order to maintain a high quality of life for residents and businesses; 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

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, codified as Chapter 15, *Land Development Code*, 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 general 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, 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 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 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*.

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 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” to this Development Agreement.

(b). The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER.

SECTION 3. SITE LAYOUT AND CONCEPTUAL PLANS FOR DEVELOPMENT.

(a). The attached Lot Configuration Plan for development of the property into eight (8) individual lots for the development of residential duplex units (Exhibit “B”) is hereby approved by the terms and conditions of this Development Agreement.

(b). The attached Site Development Plan for development of the property (Exhibit “C”) is hereby approved by the terms and conditions of this Development Agreement.

(c). The dimensions, lot areas, setbacks and densities shown in the Lot Configuration Plan and Site Development Plan are consistent with the requirements contained in Section 14-20 of the CITY’s *Land Development Code* for the RMF-3 Multi-Family Residential District (Low Density) zoning district.

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:

(1). The development uses, including setbacks, population densities, and building heights, as set forth on the site plan approved in Section 3(a) of this Development Agreement.

(2). The development uses, including setbacks, population densities, building intensities and building heights, as set forth on the site plan approved in Section 3 of this Development Agreement comply with criteria for development approved in this Development Agreement and the applicable provisions cited in the land development regulations of the CITY applicable to the development project on the premises.

(3). The public facilities that will service the development of the premises shall continue as the premises are currently served although sewer service from the City of Daytona Beach may be provided in lieu of the services being provided by the City of Port Orange as determined by the CITY. All necessary public facilities shall be available concurrent with the impacts of the development.

(4). Numerous public benefits derive from the terms and conditions of this Development Agreement to include:

(a). Public purposes and benefits deriving from and provided by the development of the premises as set forth in this Development Agreement by means of payments made by the PROPERTY OWNER to the CITY in the sum of \$2,500.00 each and every time a building permit is issued for the project approved under the terms and conditions of this Development Agreement until the sum of \$ 10,000.00 is reached in the aggregate said sum to be expended and used in the CITY's discretion towards funding one or more of the following activities or projects of the CITY: the community/recreation center development, beach access maintenance, and/or gateway sign development.

(b). Additionally, the following normative development standards have been achieved in an innovative manner to infill the premises in a high quality manner while attaining planning goals and enhancing the ad valorem tax base of the CITY:

(i). The PROPERTY OWNER shall provide for the development of residential buildings and lots to maintain the low density development of the surrounding neighborhood.

(ii). The voluntary annexation of the property assists the CITY in reducing potential enclaves within the CITY and makes the CITY a logically configured community.

(iii). The PROPERTY OWNER shall provide and maintain landscaping in accordance with the CITY's *Land Development Code*.

(iv). The approved lot configuration provides for ownership of land and building that otherwise would not occur.

(v). The development of the premises for a duplex development that can be conveyed fee simple is consistent with various goals, objectives and policies established in the CITY's *Comprehensive Plan* for the establishment of a variety of owner-occupied housing opportunities.

(vi). The development of this in-fill property allows for a transition

between the higher density development along the east side of Atlantic Avenue and the single-family homes along the west side of Cardinal Drive.

(5). Impact fees and other funding requirements for the project on the premises are as established by controlling law and shall be met in the normative course and processes of development.

(6). 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.

(7). The following deviations that have been granted by the CITY with regard to the provisions of the CITY's land development regulations:

(a). Section 14-20.4 of the CITY's *Land Development Code*, entitled "Dimensional Requirements" to allow minimum lot size as set forth relative to the project.

(b). Section 14-20.4 of the CITY's *Land Development Code*, entitled "Dimensional Requirements" to allow minimum lot width as set forth relative to the project.

(c). Section 14-20.4 of the CITY's *Land Development Code*, entitled "Dimensional Requirements" to allow the interior (side) yard setback as set forth relative to the project.

(d). Section 12-6.6 of the CITY's *Land Development Code*, entitled "Sidewalks" to allow the sidewalks to be constructed as set forth relative to the project.

(8). The failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the PROPERTY OWNER of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

SECTION 5. 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.

SECTION 6. 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 7. 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 8. 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 9. 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 10. 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 11. EXHIBITS.

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

SECTION 12. PUBLIC RECORDS.

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.

SECTION 13. 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 14. 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 15. 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 16. NOTICES.

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

For the CITY:

Mr. Michael Booker
City Manager
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

For the PROPERTY OWNER:

Mr. Mark Scharff
133-15 Beach Channel Drive
Rockaway Park, New York, 11694

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

SECTION 17. 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 18. 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 any one (1) 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 19. 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, in the CITY's sole discretion, require approval by the City Council in accordance with the procedures set forth in Chapter 15, *Land Development Code*. 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, in the City's sole discretion, require approval by the City Council in accordance with the procedures set forth in Chapter 15, *Land Development Code*.

(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 20. 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 the 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 the 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 21. 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 22. 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 23. 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 thirty (30) years, 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 completion by the City, the City shall 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 24. 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.

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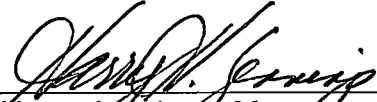
SIGNATURE PAGES FOLLOW:

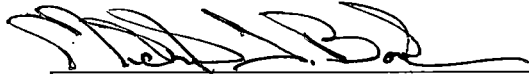
IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date stated below their signature.

Attest:

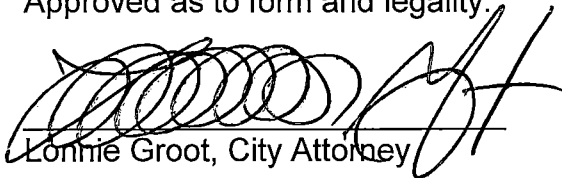
CITY OF DAYTONA BEACH SHORES


Cheri Schwab, City Clerk


Harry Jennings, Mayor
Date: March 22, 2016


Michael T. Booker, City Manager

Approved as to form and legality:


Lonnie Groot, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

PROPERTY OWNER/
ATLANTIC AVENUE ESTATES, LLC

Mark Scharff
Printed Name

By: [Signature]
Mark Scharff
Managing Member

[Signature]
Signature of Witness
Printed name of witness: ALEX ZEYERBERG

Acknowledgment

State of New York)

County of Kings)

I **Hereby Certify** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mark Scharff and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided NY Driver License as identification.

Witness my hand and official seal in the County and State last aforesaid this 31 day of March, 2016.

(Affix Notary Seal)

[Signature]
Notary Public; State of ~~Florida~~ State of New York
Print name: Michael Donohoe

MICHAEL DONOHOE
NOTARY PUBLIC, State of New York
No. 01-DO6128399
Qualified in Kings County
Commission Expires Jun. 13 2017

Exhibit A
Legal Description and Sketch

DESCRIPTIONS

TRACT 17: THE NORTHERLY 37.50 FEET OF THE WEST 1/2 OF BLOCK 7, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 18: THE WEST 1/2 OF LOT 14, BLOCK 7, LESS AND THEREAFTER 37.5 FEET THEREOF, OCEAN VIEW SECTION OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE NORTHERLY WEST 1/2 OF LOT 15, BLOCK 7, SAID OCEAN VIEW SECTION ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 24: THE NORTHERLY 37.50 FEET OF LOT 14, BLOCK 7, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS A WEST 1/2 THEREOF.

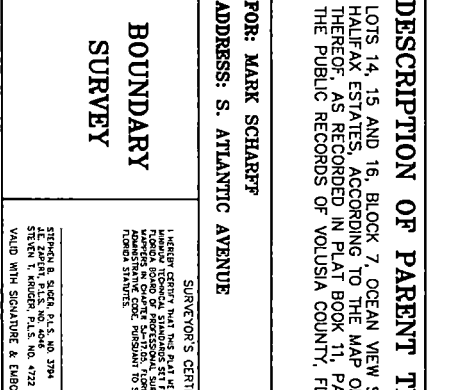
TRACT 26: LOT 14, BLOCK 7, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE NORTHERLY 37.50 FEET THEREOF, OCEAN VIEW SECTION OF THE PUBLIC RECORDS OF LOT 15, BLOCK 7, SAID OCEAN VIEW SECTION ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 34: THE WEST 1/2 OF LOT 15, BLOCK 7, LESS AND THEREAFTER 23.00 FEET THEREOF, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE NORTHERLY 12.50 FEET OF LOT 16, BLOCK 7, OCEAN VIEW SECTION ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 36: THE WEST 1/2 OF LOT 16, BLOCK 7, LESS AND EXCEPT THE NORTHERLY 12.50 FEET THEREOF, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 44: LOT 15, BLOCK 7, LESS AND EXCEPT THE NORTHERLY 12.50 FEET OF LOT 16, BLOCK 7, LESS AND EXCEPT THE NORTHERLY 12.50 FEET OF LOT 16, BLOCK 7, SAID OCEAN VIEW SECTION ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT 46: LOT 16, BLOCK 7, LESS AND EXCEPT THE NORTHERLY 12.50 FEET THEREOF, OCEAN VIEW SECTION OF HALPAIX ESTATES AS RECORDED IN MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



PROFESSIONAL SURVEILLANCE
17.05. FLOOR
SUBJUNCT TO S



SLIGER & ASSOCIATES
PROFESSIONAL LAND SURVEY

3901 NEWBY ROAD
FORT LAUDERDALE, FL 33317
(352) 761-5566
(352) 761-5565

LICENSED BUSINESS CERTIFICATION #
Copyright © 2016 Sliger & Associates
www.sligerandassociates.com

Exhibit B
Lot Configuration

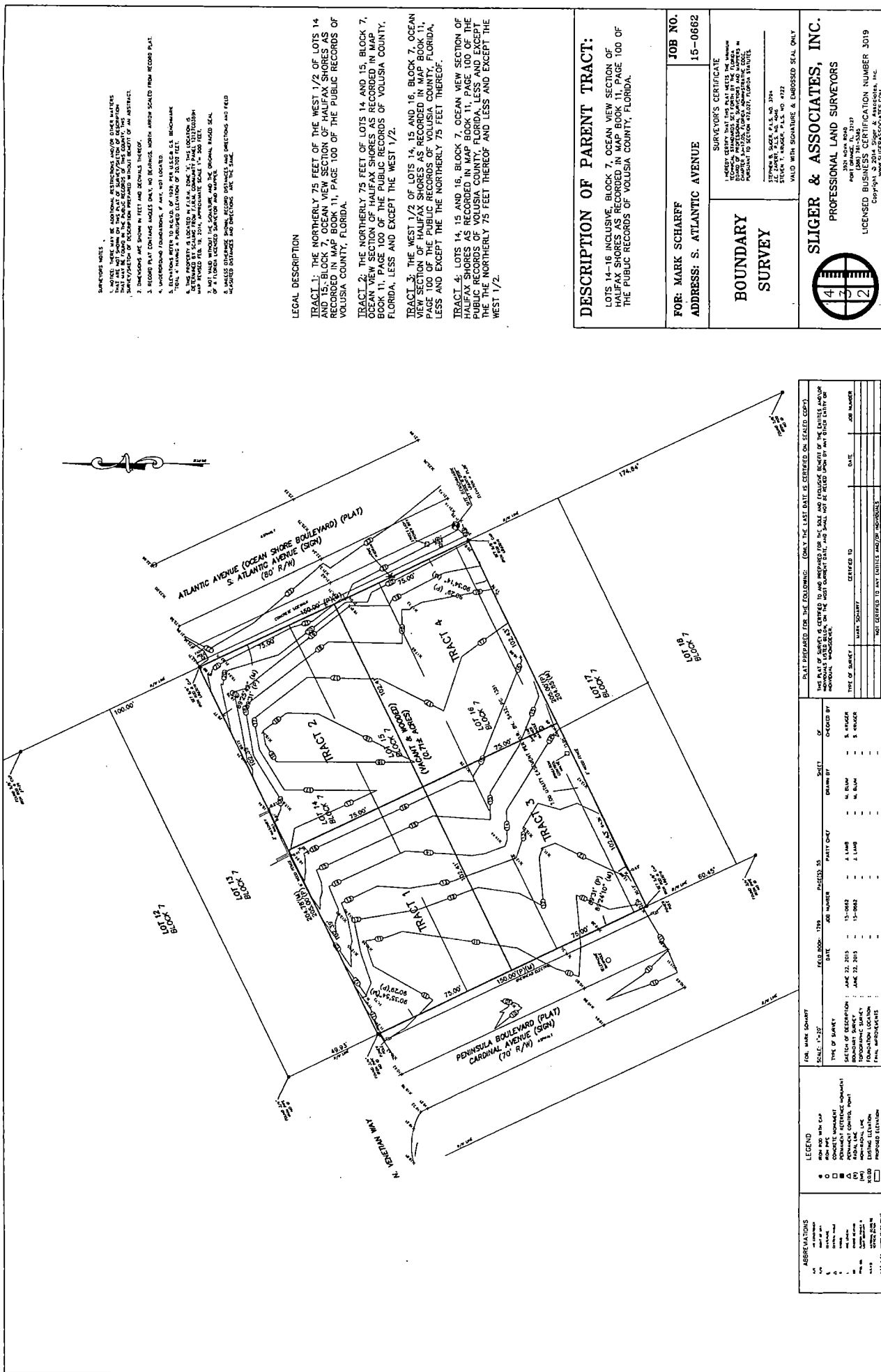
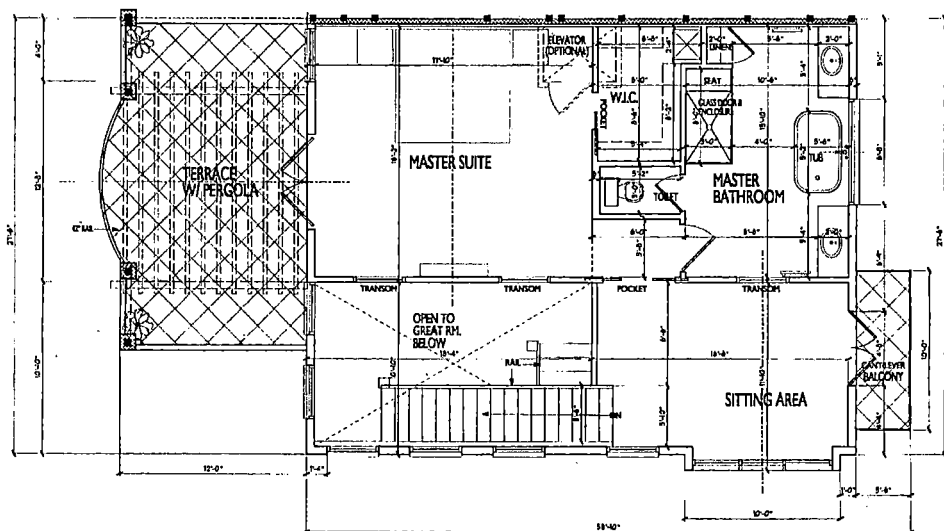
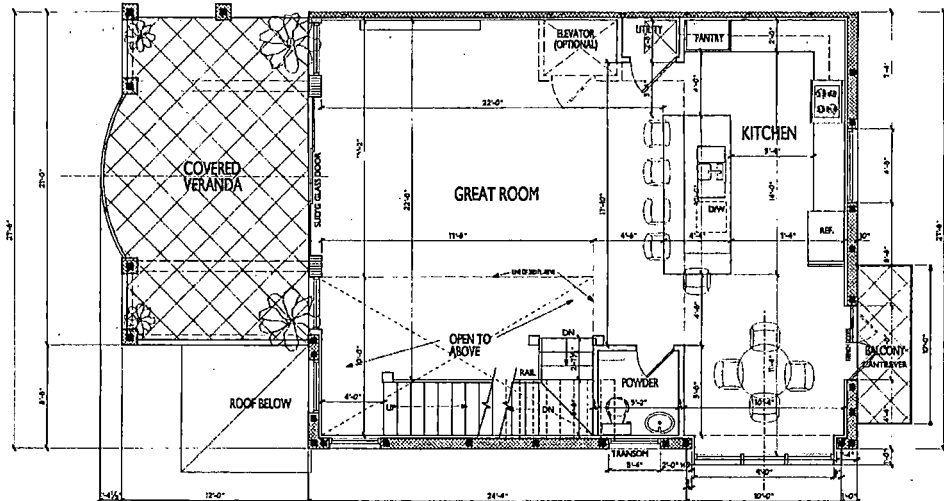
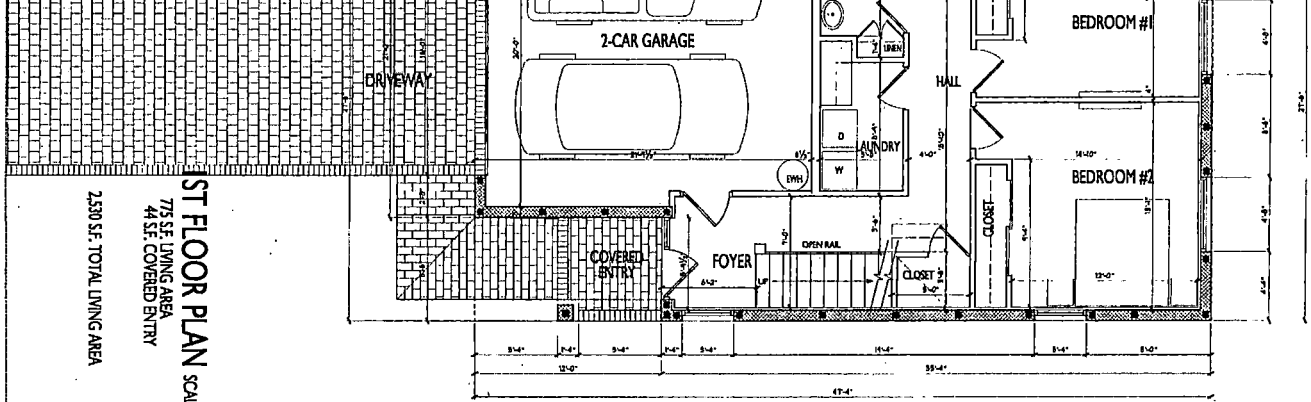


Exhibit C
Site Development Plan



COPYRIGHT © - BRY ASSOCIATES INC. 2016

-BRY-
Associates Inc.
AA2801107

ARCHITECT:

-BRY Associates Inc.
Home: (407) 255-1100
100 General Bldg. 1st Fl. 33118
P. 305/231-1100 Fax: 305/231-1100

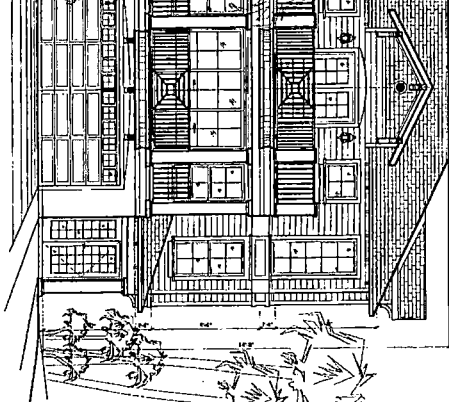
CONSULTANT:

REVISIONS:

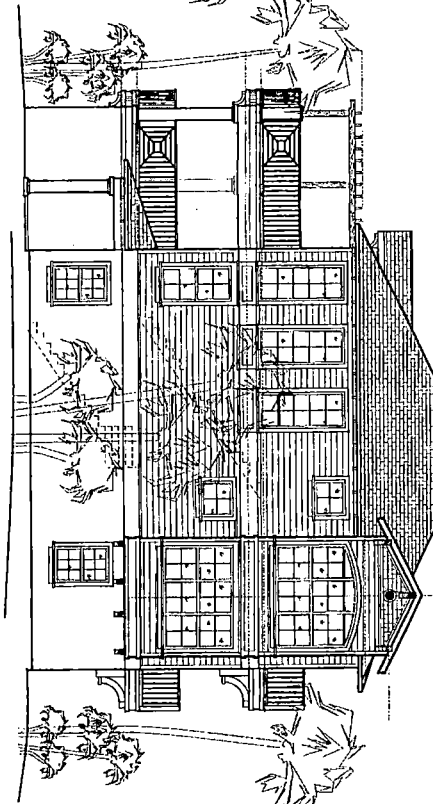
DUPLEX
ATLANTIC AVENUE ESTATES LLC

PROJECT LOCATION:
DAYTONA BCH SHORES, VOLUSIA COUNTY, FL

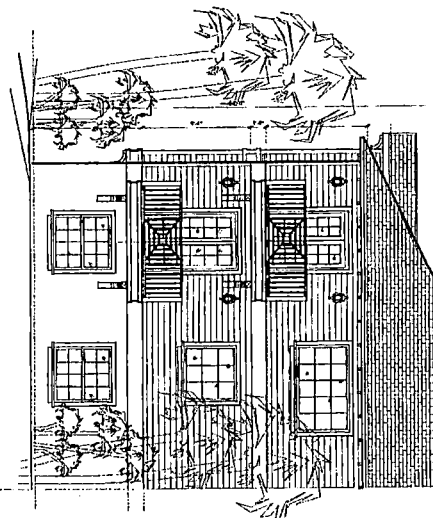
RECEIVED
FEB 12 2016
FLOOR PLANS
711
GULF COAST CODES DIVISION
DAYTONA BCH SHORES, FL 32118



FRONT ELEVATION
SCALE 3/16"=1'-0"



SIDE ELEVATION (TYP)
SCALE 3/16"=1'-0"



BACK ELEVATION
SCALE 3/16"=1'-0"

- NOTES:
1. THESE CONCEPTUAL DRAWINGS MAY CHANGE DUE TO MARKETING CONDITIONS & CHANGE OF CONCEPTUAL ARTISTIC REPRESENTATIONS OF THE BUILDING COMPONENTS AND MATERIALS
 2. THE CHOICE OF EXTERIOR COLORS WILL BE IN ACCORDANCE W/ THE CURRENT REQUIREMENTS OF DAYTONA BCH SHORES LDC & PROJECT PERTINENT GOVERNING ORDINANCES

BFF
Associates Inc.
AA 28001107

ARCHITECT:

BFF Associates Inc.
3000 W. Highway 17, Suite 100, Altamonte
Spring, FL 32714
Tel: 407.255.1234 Fax: 407.255.1235
bff@bff.com

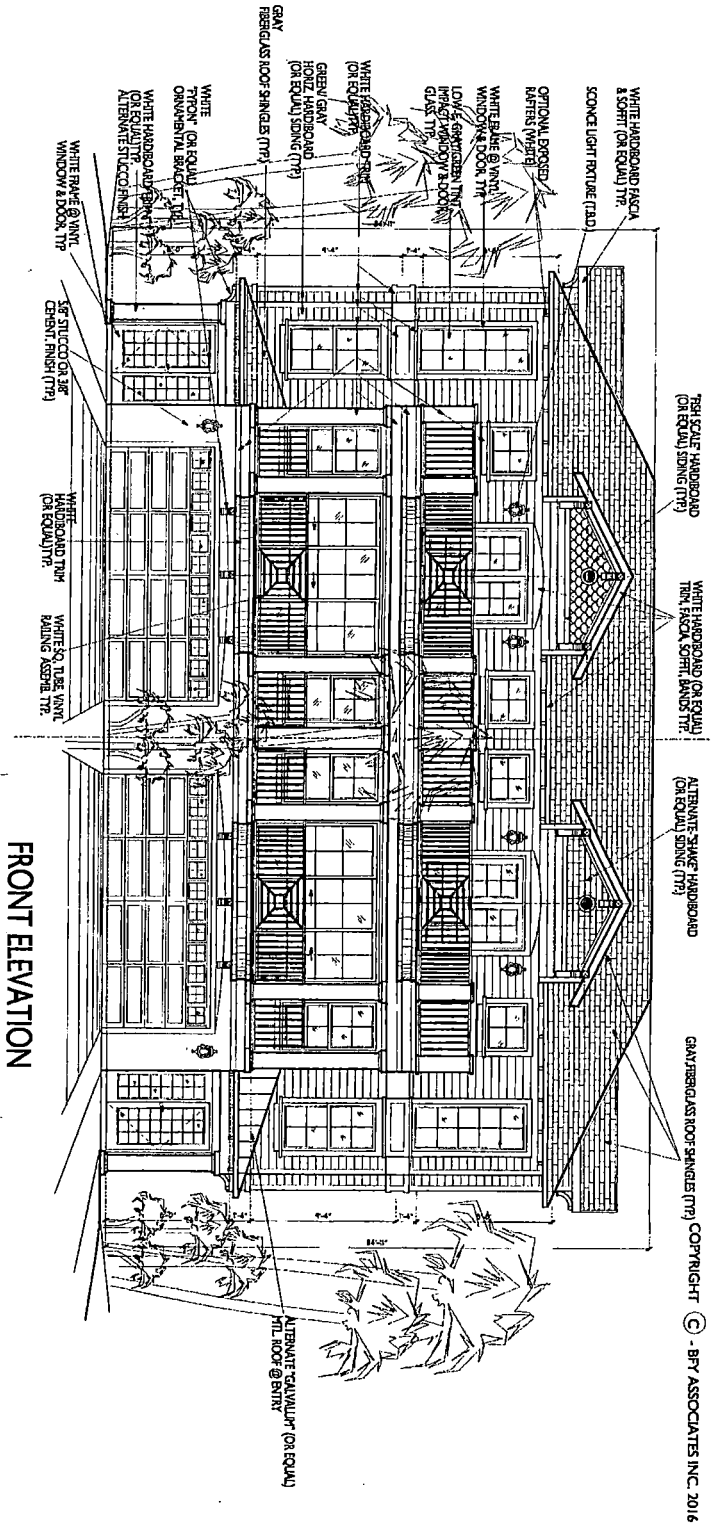
CONSULTANTS:

REVISIONS:

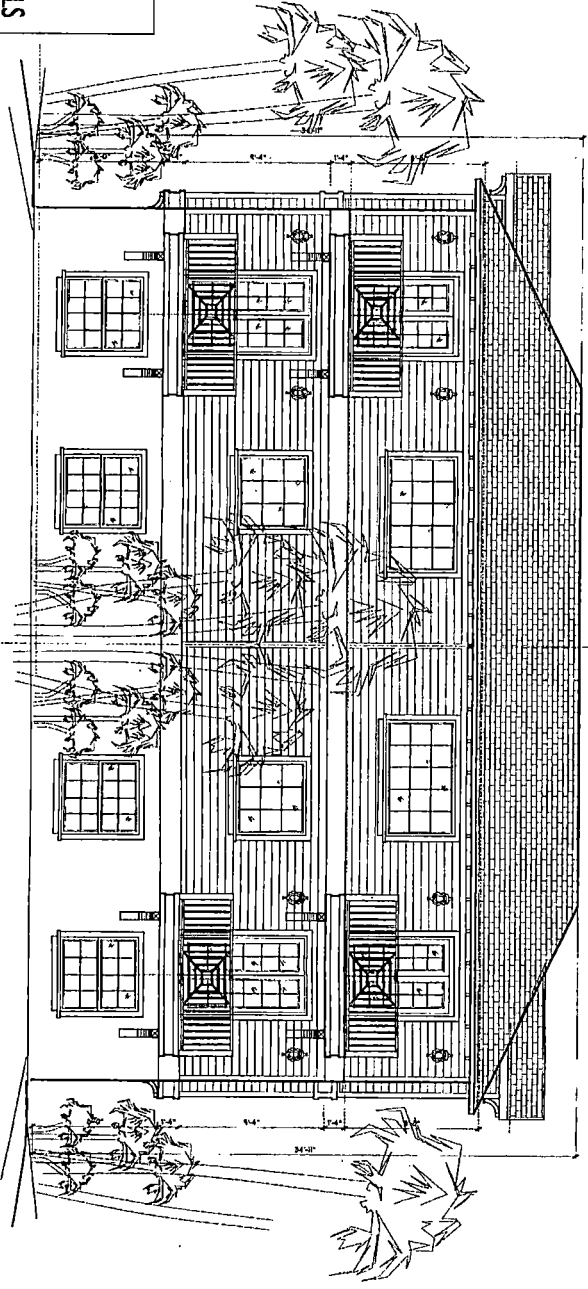
DUPLEX
ATLANTIC AVENUE ESTATES LLC
PROJECT LOCATION:
DAYTONA BCH SHORES, VOLUSIA COUNTY, FL

DECEMBER 5, 2016
ELEVATIONS
10 FEB 12 2017
10 FEB 12 2017
BUILDING AND FORECLOSURE
CITY OF DAYTONA BCH SHORES

CONCEPTUAL DRAWINGS MAY CHANGE
MARKETING CONDITIONS & CHANGE
CONCEPTUAL ARTISTIC REPRESENTATIONS
BUILDING COMPONENTS AND MATERIALS



FRONT ELEVATION
SCALE 1/4"=1'-0"



BACK ELEVATION
SCALE 1/4"=1'-0"

-B-F-Y-
Associates Inc.
44 2801107

ARCHITECT:
-B-F-Y- Associates Inc.
Bryan T. Bennett, P.E., Reg. No. A00000002
2000 Gateway Blvd., Daytona Beach, FL 32119
Tel. 386/253-3241 Fax 386/253-3241
bryantb@daytona.com

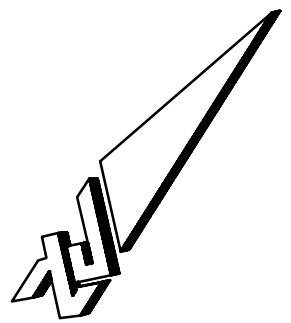
CONSULTANTS:

REVISIONS:

DUPLEX
ATLANTIC AVENUE ESTATES LLC
PROJECT LOCATION:
DAYTONA BCH SHORES, VOLUSIA COUNTY, FL

7

RECORD
DATE: FEBRUARY 1, 2015
FEB. ELEVATIONS U
TECHNICAL DIVISION
DAYTONA BCH SHORES, VOLUSIA COUNTY, FL
A2.1



NOTES:

1. BUILDING FOOTPRINTS REFLECT MAXIMUM BUILDING AREA BASED ON REQUIRED SETBACKS. ACTUAL DEVELOPMENT MAY OCCUR ANYWHERE WITHIN THIS BUILDING ENVELOPE, SUBJECT TO MAXIMUM BUILDING COVERAGE REQUIREMENTS.
2. ADDITIONAL EASEMENTS MAY BE REQUIRED. FINAL SITE PLANS SHALL REFLECT LOCATION, SIZE, AND PURPOSE.
3. EXISTING UTILITIES MAY NEED RELOCATION IN ORDER TO ACCOMMODATE PROPOSED DEVELOPMENT AND PURPOSE. DEVELOPER SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS AND COST OF RELOCATION.

Page 79 of 195



**City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118**

APPLICATION TO ENTER INTO OR AMEND A NON-PUD DEVELOPMENT AGREEMENT

Application for New Development Agreement: ☐

Application to Amend Existing Development Agreement: ☒

The Undersigned Applicant requests the City Council to decide upon this application in accordance with Daytona Beach Shores Ordinance 2013-10.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 9 /24 /2020

Current Zoning: RMF - 3

Applicant's Name: Atlantic Avenue Estates, LLC. - Mark Scharff

133-15 Beach Channel Dr.

Address: Rockaway Park, NY 11694 Phone #: 718-236-6065

Representative: Zev Cohen & Associates, Inc.

300 Interchange Blvd. Ste C

Address: Ormond Beach, FL 32174 Phone #: 386-677-2482

Email: mkaret@zevcohen.com

Property Address & Parcel ID: No assigned address - PID# 6302-05-07-0150

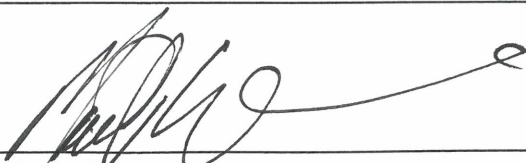
Property Owner: Atlantic Avenue Estates, LLC.

Legal Description of Property:

Lots 14, 15 & 16, Block 7, Ocean View Section of Halifax Estates per Map Book 11,

Page 100 per the Official Records of Volusia County, Florida (1612 PG 0174 per or

4705 PGS 2478-2479 per OR 5532 PG 4310)


Applicant's Signature

9.24.2020
Date

DA12020027 PLANNING ANALYSIS

(1) DEVELOPMENT PROPOSAL

The development site is located in the west side of the 3800 block of S. Atlantic Avenue (**Figure 1**) and has dimensions of 150' x 206' with an acreage of 0.7.

Figure 1: Aerial View Development Site



Source: Volusia County PALMS, 2020

The property is currently vacant (**Figure 2**) and approved for four (4) residential duplexes resulting in a total of eight (8) dwelling units on the property. Each duplex would be three (3) stories, not to exceed 35 feet in height as prescribed by the underlying RMF-3 Multifamily Residential (Low Density) zoning district standards. The proposed amendment, if approved, would allow the developer/owner to build a single-family residential structure on any or all of the property, with total units not to exceed eight (8), consistent with the RSF-2 Urban Single-Family Residential Detached District standards (**Exhibit A**), which is the prevalent City single-family zoning district in the area.



Source: GoogleMaps, 2020

(2) VARIANCES

No variances were granted or are anticipated to be associated with this project.

(3) STAFF AND BOARD REVIEW

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the development agreement and he has no comments.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

N/A.

PUBLIC SAFETY – Lt. Karen Howard, Support Services Commander

The Commander has reviewed the development agreement and she has no objections.

ENGINEERING

Engineering review is not required at this time but will be conducted during the site plan process.

(4) FINDINGS

(1) CONSISTENCY WITH THE COMPREHENSIVE PLAN UPDATE 2020

According to the City's Adopted Comprehensive Plan (2030) Future Land Use Map, the future land use (FLU) classification of the subject property is Low Density Residential. Said FLU classification allows low density development such as the proposed duplex and single-

family residences at the density of 0-12 units per acre. The proposed development meets the aforementioned, therefore, the proposed development is consistent with the City's Adopted Comprehensive Plan (2030) and the designated FLU classification.

(2) CONSISTENCY WITH THE LAND DEVELOPMENT CODE

The subject property is zoned "RMF-3 Multifamily Residential (Low Density) District". Residential duplexes are permitted as a principal use in the district and within the permitted prescribed density established by the City's LDC (Sec. 14-20). The proposed single-family residential use, while not permitted in the RMF-3 District, would be permitted pursuant to the amended development agreement, if approved. In addition, the proposed development and the proposed amendment are consistent with the general purpose and intent of the City's LDC (Sec. 1-3).

(3) REQUIRED AMENDMENTS TO THE COMPREHENSIVE PLAN AND/OR LAND DEVELOPMENT CODE

There are no required amendments to the City's adopted Comprehensive Plan and/or the City's Land Development Code necessary for the amendment to be approved.

EXHIBIT A

Sec. 14-17. - RSF-2 Urban Single-Family Residential Detached District.

14-17.1. Purpose and Intent.

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

14-17.2. Permitted Principal Uses and Structures.

Single-family dwelling.

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

14-17.3. Permitted Accessory Uses and Structures.

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

14-17.4. Dimensional Requirements.

Minimum lot size:

Area: Seven thousand five hundred (7,500) square feet.

Width: Fifty (50) feet.

Minimum yard size:

Front yard: Thirty (30) feet.

Rear yard: Twenty-five (25) feet.

Side yard:

Interior lot: Ten (10) feet

Abutting any street right-of-way: Twenty-five (25) feet.

Waterfront: Twenty-five (25) feet (river); fifty (50) feet (ocean).

Minimum floor area: One thousand (1,000) square feet.

Maximum building height: Thirty-five (35) feet.

Maximum lot coverage: The total area covered with principal and accessory buildings shall not exceed thirty-five (35) percent of the total lot area.

VOLUSIA COUNTY R-9 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION (For Comparison Only)

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

Dimensional requirements:

Minimum lot size:

Area: 7,500 square feet.

Width: 75 feet.

Minimum yard size:

Front yard: 25 feet, except on a corner lot, one front yard may be reduced to 15 feet.

Rear yard: 20 feet.

Side yard: Seven feet.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections [72-286](#) and [72-287](#) shall be constructed.



**CITY COUNCIL AGENDA MEMORANDUM
DECEMBER 8, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: John Cary, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2020-17 Planning & Zoning Board Re-organization

SYNOPSIS:

The members of the Planning & Zoning Board would like the number of regular members to return to five.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

Last year, the City Attorney at the time, created an Ordinance to reorganize some of the City's Advisory Boards. The Board of Adjustments and Planning & Zoning were combined. At that time, the number of regular members was increased to allow for members of each board. During the past year, it has been difficult to obtain full membership at many meetings. The board would like to see the number reduced back to five regular members and two alternates.

LEGAL REVIEW:

This ordinance is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of the Ordinance.

SUGGESTED MOTION:

I move to approve Ordinance 2020-17 on first reading.

ATTACHMENT: 1. Ord 2020-17 PZB reorg

ORDINANCE 2020-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO THE MEMBERSHIP, VOTING MAJORITY, AND ALTERNATE MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR THE AMENDMENT OF SECTION 14-62 AND SECTION 14-64 OF THE *CITY CODE OF THE CITY OF DAYTONA BEACH SHORES*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; 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, 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 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, in this Ordinance, when text is being amended, ~~strikethrough text~~ represents deletions from the current text of the *Code of Ordinances of the City of Daytona Beach Shores* while underlined text represents additions.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

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

(b). The City Council of the City of Daytona Beach Shores hereby reaffirms its

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When all new text is presented, no underlining is shown.

commitment to being a government that operates “in the Sunshine” for the benefit of its citizens and the general public.

(c). The provisions of this Ordinance are enacted pursuant to the statutory and home rule powers of the City of the City of Daytona Beach Shores to establish and maintain the appropriate operations of City to ensure the utmost engagement of the public in City decision making processes and transparency of actions for the benefit of the public.

(d). The City Council of the City of Daytona Beach Shores appreciates the public service provided by the members of the various City boards, commissions and committees and desires and directs that such bodies operate under normative and consistent administrative processes and procedures and receive the training and support that they require in order to accomplish the role and function of local government assigned to each such body.

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

SECTION TWO. AMENDMENT TO SECTION 14-62 AND 14-64, *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE OF THE CITY OF DAYTONA BEACH SHORES* RELATING TO THE PLANNING AND ZONING BOARD. Sections 14-62 and 14-64 of the *Code of Ordinances, Appendix G-Land Development Code of the City of Daytona Beach Shores* is amended to read as follows:

Sec. 14-62. - Creation of the planning and zoning board.

The city council establishes a planning and zoning board which shall consist of five (5) ~~seven (7)~~ members to be known as "The Daytona Beach Shores Planning and Zoning Board." The jurisdiction of the said planning and zoning board shall be throughout the incorporated areas of the city.

Sec. 14-64. - General rules of procedure.

Underlined text is added language to *City Code* and strikethrough text is deleted language to *City Code*.

When all new text is presented, no underlining is shown.

1. The board shall meet at regular intervals to be determined by it in order to carry out its responsibilities, and at such other times as the board shall determine.

2. The affirmative vote of a majority of the voting membership present ~~three (3)~~ members shall be required to take any action as to make any recommendation to the city council.

3. Alternate members, as appointed in accordance with sec. 2-8(k) of the Code of Ordinances, shall be required to attend all meetings under the same conditions as regular members, and are subject to removal in accordance with sec. 2-8(e) of the Code of Ordinances if the alternate member has three (3) unexcused absences over a twelve (12) month period.

SECTION THREE: REDUCTION OF BOARD MEMBERS THROUGH ATTRITION.

The planning and zoning board shall remain at its current membership until such time as there is natural attrition through either resignation or end of term without reappointment. If there is a single vacancy caused by attrition, leaving six active members of the board, then an alternate shall be allowed to vote as the seventh member until such time as there is another vacancy. At such time as there are five regular members due to attrition and/or resignations, then the board shall consist of five members, with quorum and majority thresholds adjusted accordingly.

SECTION FOUR: IMPLEMENTING ADMINISTRATIVE ACTIONS.

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 provisions of this Ordinance and to provide support, training and guidance to the boards, commissions or committees of the City as such Charter officials may deem appropriate in their respective roles and functions under the *City Charter* and, further, to

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When all new text is presented, no underlining is shown.

agendize matters before a Code Enforcement Special Magistrate in accordance in accordance with the needs of the City.

SECTION FIVE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the operations of boards, commissions and committees, within 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 SIX: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions Section Two of this Ordinance be codified while the remaining sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement 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.

(c). The Code codifier shall, as may be needed, change referenced throughout the *City Code* and *Land Development Code*, as the case may be, from the Board of Adjustments to the Planning and Zoning Board such as, but not limited to, Section 6-10, Section 10-7, Section 14-43, Section 14-76, Section 14-82, and Section 1-5.7 and Section 2-2.

SECTION SEVEN: CONFLICTS.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the

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When all new text is presented, no underlining is shown.

extent of such conflict such as, but not limited to, Section 5-15.6.

SECTION EIGHT: 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 NINE: 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:

JOHN CARY, CITY ATTORNEY

Passed on first reading this 10th day of November, 2020.

Passed on second reading this 8th day of December, 2020.

Underlined text is added language to *City Code* and strikethrough text is deleted language to *City Code*.

When all new text is presented, no underlining is shown.



**CITY COUNCIL AGENDA MEMORANDUM
DECEMBER 8, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration to amend lease with Halifax Health

SYNOPSIS:

Officials with Halifax Health wish to amend the current lease agreement to allow for an affiliated Halifax entity (a partnership between Halifax Health and Noon Health). This brings even greater strength to the delivery of health care to the residents of and visitors to the City of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

Dependent upon council action

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

- ATTACHMENT:**
1. REV-HH Amendment to Lease - DBS (in connection with JV Assignment) Final Draft
 2. HH Assignment and Assumption Agreement (DBS Lease Final Draft)
 3. HH DBS Drawing Log - Ex B to Amendment

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into this ____ day of December, 2020, by and between HN DBS, LLC, a Florida limited liability company, referred to hereafter as the “Lessee” and CITY OF DAYTONA BEACH SHORES, a Florida municipality, referred to hereafter as the “Lessor.”

WHEREAS, Lessee is successor in interest to HALIFAX HOSPITAL MEDICAL CENTER as original lessee under that certain Gross Lease Agreement effective as the 9th day of September, 2019 together with that certain Addendum to Gross Lease Agreement of even date therewith (collectively, the “Lease Agreement”), and assigned to Lessee pursuant to that certain Assignment and Assumption Agreement dated the ____ day of December, 2020, which is attached hereto as Exhibit “A” (the “Assignment”); and

WHEREAS, Lessor has consented to the Assignment to Lessee, and has agreed in connection with such Assignment, to make certain modifications to the Lease Agreement; and

WHEREAS, the parties desire to confirm the terms of the Lease Agreement, and to modify them as contemplated herein;

NOW THEREFORE, in light of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date and Term. Section 2 of the Lease Agreement is hereby amended and restated in its entirety as follows:

Effective Date and Lease Term. This Lease shall be effective as of the 9th day of September, 2019. The initial term of this Lease shall be for a period of twenty (20) years and shall commence on the earlier of: (i) the date on which Lessee is issued a certificate of occupancy for all improvements to be made by Lessee upon the Leased Premises; or (ii) July 1, 2020 (the “Lease Term Commencement Date”).

2. Rent Escalation. The first paragraph of Section 4 of the Lease Agreement, “**Annual Gross Rent,**” shall be amended by the addition of the following provision: Any increase in annual rent hereunder shall not exceed more than 3% of the previous year’s rental rate.
3. Use of Premises. Section 9 of the Lease Agreement is hereby amended and restated in its entirety as follows:

Use of Premises. Lessee shall use and occupy the Leased Premises solely for use as a medical urgent care facility, imaging services, or other medical office use, subject to all terms and conditions of this Lease, and for no other use unless agreed to in advance by Lessor in writing. The facility shall be open on those days and during those hours that are customary and commercially reasonable for similar types of medical businesses and use and in a manner consistent with serving the surrounding community.

4. Default Notice. The following Section 36 shall be added to the Lease Agreement:

Notice of Default. Notwithstanding anything contained herein, Lessor, prior to exercise of any remedies contemplated herein, or at law or in equity, shall give Lessee written notice specifying the nature of any default by Lessee hereunder, and Lessee shall have a period of thirty (30) days to cure such default, or in the event that such default is not capable of cure within thirty (30) days, Lessee shall within said thirty (30) day period commence with curing such default, and pursue such cure with reasonable diligence.

5. Approval of Plans and Specifications. The parties acknowledge and agree that the Addendum to Gross Lease that forms part of the Lease Agreement contemplates that Lessee will make certain improvements to the Leased Premises. The parties further acknowledge and agree that Lessor has the right to approve of Lessee's improvements to the Leased Premises in accordance with Section 23 of the Lease Agreement. Lessor hereby consents and approves of all improvements to the Leased Premises proposed to be made by Lessee and contemplated by the Plans and Specifications attached hereto as Exhibit "B." Any further approvals by Lessor's building department or other city agency throughout the construction process shall be deemed approval by Lessor for all purposes under the Lease Agreement, and the parties agree that separate approval by the city in its capacity as Lessor hereunder shall not be required.
6. Leased Premises. In addition to the description set forth in Section 1 of the Lease Agreement, the parties acknowledge and agree that the Leased Premises forms a part of that certain parcel of real property more particularly described in Exhibit "C" attached hereto.
7. Full Force and Effect. The parties acknowledge and agree that the Lease Agreement, as modified hereby, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Lease Amendment as of the date first set forth above.

LESSEE:

LESSOR:

HN DBS, LLC

By:

Title:

City of Daytona Beach Shores

By:

Title:

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B

PLANS AND SPECIFICATIONS

EXHIBIT C

LOTS 20 THRU 27 BLK C & S 5.03 FT OF LOT 18 & LOT 19 BLK C BELLVIEW & INC
ADJ E 125 FT BLK F BELLVIEW MB 11 PG 98 PER OR 1982 PG 1686 & INC LOTS 5 &
6 EXC W 117 FT BLK 7 ROGERS NORTH ORITA MB 14 PG 121 PER OR 2973 PG 1359

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated as of December __, 2020 (the "Effective Date"), is executed by **HALIFAX HOSPITAL MEDICAL CENTER**, a special taxing district of the State of Florida ("HHMC") and **HN DBS, LLC**, a Florida limited liability company ("HN DBS"), a Florida limited liability company.

WITNESSETH:

WHEREAS, HHMC and the City of Daytona Beach Shores entered into that certain Gross Lease Agreement with Halifax Assignment Rights dated the 9th day of September, 2020, as supplemented by that certain Addendum to Lease Agreement of even date therewith (collectively, the "Lease Agreement"); and

WHEREAS, pursuant to the Lease Agreement, HHMC is the "Lessee" the City of Daytona Beach Shores is the "Lessor;" and

WHEREAS, at Section 17(a), the Lease Agreement defines "Lessee" to include "joint venturers, subsidiaries or related or similar entities"; and

WHEREAS, HHMC, through its affiliate East Volusia Health Services, Inc. ("EVHS") and Noon Development, LLC ("Noon") have entered into a joint venture, HN Real Estate, for the purposes of developing the medical office building contemplated by the Lease Agreement; and

WHEREAS, upon completion of the medical office building, HN DBS intends to sub-lease the building to affiliates of HHMC for use as a medical urgent care facility and for imaging services as contemplated by Section 9 of the Lease Agreement; and

WHEREAS, in light of the foregoing, HHMC desires to assign, and HN DBS desires to assume, all obligations of the "Lessee" under the Lease Agreement pursuant to the terms and conditions herein;

NOW THEREFORE, for good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section. 1. Recitals. The recitals set forth above are true and correct in all material respects and hereby incorporated as part of this Agreement.

Section. 2. Assignment and Assumption. HHMC hereby assigns to HN DBS, and HN DBS hereby assumes and accepts, all rights, duties and obligations of HHMC under the Lease Agreement with the intent and effect that HN DBS shall be the "Lessee" under and pursuant to the Lease Agreement, and that HHMC shall be released of all further obligations under the Lease Agreement. HN DBS hereby agrees to indemnify and hold HHMC harmless for all liabilities, obligations, or duties accruing under the Lease Agreement arising on or after the Effective Date. Likewise, HHMC hereby agrees to indemnify and hold harmless HN DBS for all liabilities,

obligations or duties accruing under the Lease Agreement arising prior to the Effective Date; provided however, such indemnification obligations of HHMC shall not exceed the amount of the limited waiver of sovereign immunity set forth in Florida Statutes Section 768.28, regardless of the type or nature of claim, and provided further that the foregoing shall not be construed as a waiver of HHMC's sovereign immunity, generally.

Section 3. Further Assurances. The parties agree that they shall, from time to time, take all such further actions and execute any all agreements and instruments as may be required to fully vest HN DBS in all rights, duties and obligations under the Lease Agreement, and to otherwise effect the transaction contemplated by this Agreement.

Section 4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 5. Governing Law. This Agreement constitutes a contract made under the laws of the State of Florida and shall be governed by and construed in accordance with such laws.

Section 7. Effective Date. This Agreement shall be effective as of the date first written above.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed in their respective names and on their behalf and attested by their duly authorized officers all of as of the Effective Date first above written.

Signed and delivered
in the presence of two witnesses:

HALIFAX HOSPITAL MEDICAL CENTER,
a special taxing district of the State of Florida

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

Address: 303 N. Clyde Morris Blvd.
Daytona Beach, Florida 32114

Signed and delivered
in the presence of two witnesses:

HN DBS, LLC,
a Florida limited liability company

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Address: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of November, 2020, by _____ as _____ of HALIFAX HOSPITAL MEDICAL CENTER, a special taxing district of the State of Florida, on behalf of the District. He/she (check box) ☐ is personally known to me, OR ☐ has produced his/her Florida driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
Commission No.: _____
My commission expires: _____

(NOTARY SEAL OR STAMP)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me means of ☐ physical presence or ☐ online notarization, this ____ day of November, 2020, by _____ as _____ HN DBS, LLC, a Florida limited liability company, on behalf of the company. He/she (check box) ☐ is personally known to me, OR ☐ has produced his/her Florida driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

Commission No.: _____

My commission expires: _____

(NOTARY SEAL OR STAMP)

Acknowledged, agreed to and accepted as of this ____ day of December, 2020 by the City of Daytona Beach Shores as "Lessor".

CITY OF DAYTONA BEACH SHORES

By:_____

Exhibit B



Current Document Log

Type, Discipline & No Obsolete

Halifax Urgent Care Daytona

Project # 2201097-02

Tel: Fax:

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
Drawing								
Architectural								
A-2.0	1	FLOOR PLAN	6/5/2020	Construction	0	Construction	Construction Set	
A-2.0D	0	DIMENSION PLAN/WALL TYPES	6/5/2020	Construction	90	Construction	Construction Set	
A-2.1	0	PARTIAL PLANS/NOTES	5/1/2020	Construction	90	Construction	Construction Set	
A-2.2	1	REFLECTED CEILING PLAN	6/5/2020	Construction	0	Construction	Construction Set	
A-2.3	1	ROOF PLAN	6/5/2020	Construction	0	Construction	Construction Set	
A-3.0	0	EXTERIOR ELEVATIONS	6/5/2020	Construction	90	Construction	Construction Set	
A-3.1	0	EXTERIOR ELEVATIONS	6/5/2020	Construction	90	Construction	Construction Set	
A-4.0	0	BUILDING SECTION	5/1/2020	Construction	90	Construction	Construction Set	
A-5.0	0	WALL SECTIONS	6/5/2020	Construction	90	Construction	Construction Set	
A-5.1	0	WALL SECTIONS	5/1/2020	Construction	90	Construction	Construction Set	
A-6.0	0	FINISH/DOOR SCHEDULES/TYPES/DETAILS	6/5/2020	Construction	90	Construction	Construction Set	
A-9.0	0	MILLWORK DETAILS	5/1/2020	Construction	90	Construction	Construction Set	
CS	0	COVER SHEET	5/1/2020	Construction	90	Construction	Construction Set	
D-1.0	0	DEMOLITION PLAN	11/14/2019	Construction	90	Construction	Construction Set	
D-2.0	0	DEMOLITION PLAN	5/1/2020	Construction	90	Construction	Construction Set	
LS-1.0	1	LIFE SAFETY PLAN	6/5/2020	Construction	0	Construction	Construction Set	
Civil								
C-100	0	COVER SHEET	4/3/2020	Construction	90	Construction	Construction Set	
C-101	0	AS-BUILT SURVEY	4/3/2020	Construction	90	Construction	Construction Set	
C-200	0	SITE PLAN	4/3/2020	Construction	90	Construction	Construction Set	
C-300	0	CIVIL SITE PLAN	4/3/2020	Construction	90	Construction	Construction Set	

Current Document Log

Type, Discipline & No Obsolete

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
C-301	0	PAVING AND DRAINAGE DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-302	0	PAVING AND DRAINAGE DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-303	0	PAVING AND DRAINAGE DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-304	0	PAVING AND DRAINAGE DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-400	0	WATER SYSTEM DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-401	0	WATER SYSTEM DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-402	0	SANITARY SYSTEM DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
C-403	0	SANITARY SYSTEM DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
EC-100	0	DEMOLITION & EROSION CONTROL PLAN	4/3/2020	Construction	90	Construction	Construction Set	
Electrical								
E-1.0	0	POWER AND SYSTEMS PLAN	6/5/2020	Construction	90	Construction	Construction Set	
E-2.0	0	LIGHTING PLAN	6/5/2020	Construction	90	Construction	Construction Set	
ED-1.0	0	SITE ELECTRICAL DEMOLITION PLAN	11/4/2019	Construction	90	Construction	Construction Set	
Fire Protection								
FP-001	0	FIRE PROTECTION LEGENDS, SYMBOLS, NOTES & SPECIFICATIONS	5/1/2020	Construction	90	Construction	Construction Set	
FP-101	0	FIRE PROTECTION FLOOR PLAN	5/1/2020	Construction	90	Construction	Construction Set	
FP-201	0	FIRE PROTECTION DETAILS	5/1/2020	Construction	90	Construction	Construction Set	
Landscape								
L-001	0	LANDSCAPE PLAN	4/3/2020	Construction	90	Construction	Construction Set	
L-101	0	LANDSCAPE DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
L-200	0	IRRIGATION PLAN	4/3/2020	Construction	90	Construction	Construction Set	

Current Document Log

Type, Discipline & No Obsolete

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
L-201	0	IRRIGATION DETAILS	4/3/2020	Construction	90	Construction	Construction Set	
Mechanical								
M-001	0	MECHANICAL LEGENDS & SYMBOLS	5/1/2020	Construction	90	Construction	Construction Set	
M-002	0	MECHANICAL SPECIFICATIONS	5/1/2020	Construction	90	Construction	Construction Set	
M-003	0	MECHANICAL SPECIFICATIONS	5/1/2020	Construction	90	Construction	Construction Set	
M-004	0	MECHANICAL SPECIFICATIONS	5/1/2020	Construction	90	Construction	Construction Set	
M-101	0	MECHANICAL FLOOR PLAN	5/1/2020	Construction	90	Construction	Construction Set	
M-201	0	MECHANICAL DETAILS	5/1/2020	Construction	90	Construction	Construction Set	
M-301	0	MECHANICAL SCHEDULES	5/1/2020	Construction	90	Construction	Construction Set	
Plumbing								
P-001	0	PLUMBING LEGENDS, SYMBOLS, NOTES & SPECIFICATIONS	5/1/2020	Construction	90	Construction	Construction Set	
P-101	0	PLUMBING GRAVITY FLOOR PLANS	5/1/2020	Construction	90	Construction	Construction Set	
P-102	0	PLUMBING GRAVITY ROOF PLAN	5/1/2020	Construction	90	Construction	Construction Set	
P-201	0	PLUMBING PRESSURE FLOOR PLANS	5/1/2020	Construction	90	Construction	Construction Set	
P-301	0	PLUMBING DETAILS	5/1/2020	Construction	90	Construction	Construction Set	
P-401	0	PLUMBING ISOMETRICS	5/1/2020	Construction	90	Construction	Construction Set	
Structural								
S-1.0	0	GENERAL CONSTRUCTION NOTES	4/7/2020	Construction	90	Construction	Construction Set	
S-2.0	0	FOUNDATION PLAN	4/7/2020	Construction	90	Construction	Construction Set	
S-3.0	0	ROOF FRAMING PLAN	4/7/2020	Construction	90	Construction	Construction Set	

Current Document Log

Type, Discipline & No Obsolete

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
S-4.0	0	SECTIONS AND DETAILS	6/5/2020	Construction	90	Construction	Construction Set	
S-5.0	0	SECTIONS AND DETAILS	6/5/2020	Construction	90	Construction	Construction Set	
S-6.0	0	TYPICAL LIGHT GAUGE STEEL DETAILS	4/7/2020	Construction	90	Construction	Construction Set	

General**General**

ADD01	0	ADDENDUM 01	6/12/2020	Construction	90	Construction	Construction Set	
ADD02	0	ADDENDUM 02	6/16/2020	Construction	90	Construction	Construction Set	
ADD03	0	ADDENDUM 03	6/16/2020	Construction	90	Construction	Construction Set	
ADD04	0	ADDENDUM 04	6/8/2020	Construction	90	Construction	Construction Set	
GEN-001	0	AS-BUILT SURVEY	4/3/2020	Construction	90	Construction	Construction Set	
GEN-002	0	ASBESTOS SURVEY	10/15/2019	Construction	90	Construction	Construction Set	
GEN-003	0	BID FORM	5/28/2020	Construction	90	Construction	Construction Set	
GEN-004	0	CONSTRUCTION DOCUMENTS	4/3/2020	Construction	90	Construction	Construction Set	
GEN-005	0	INSTRUCTION TO BIDDERS	5/28/2020	Construction	90	Construction	Construction Set	
GEN-006	0	INVITATION TO BID	5/28/2020	Construction	90	Construction	Construction Set	
GEN-007	0	PRE-BID MEETING MINUTES	5/28/2020	Construction	90	Construction	Construction Set	
GEN-008	0	TABLE OF CONTENTS	4/3/2020	Construction	90	Construction	Construction Set	

Specification**Division 01**

01 20 00	0	APPLICATIONS FOR PAYMENT	4/3/2020	Construction	90	Construction	Construction Set	
01 31 00	0	PROJECT COORDINATION	4/3/2020	Construction	90	Construction	Construction Set	
01 32 00	0	PROJECT MEETINGS	4/3/2020	Construction	90	Construction	Construction Set	
01 40 00	0	QUALITY CONTROL SERVICES	4/3/2020	Construction	90	Construction	Construction Set	
01 50 00	0	TEMPORARY FACILITIES	4/3/2020	Construction	90	Construction	Construction Set	

Prolog Manager

Printed on: 11/2/2020

PeakCM_Prolog

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Current Document Log

Type, Discipline & No Obsolete

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
01 51 00	0	FIELD ENGINEERING	4/3/2020	Construction	90	Construction	Construction Set	
01 60 00	0	PRODUCT REQUIREMENTS	4/3/2020	Construction	90	Construction	Construction Set	
01 61 00	0	SUBMITTALS	4/3/2020	Construction	90	Construction	Construction Set	
01 70 00	0	PROJECT CLOSEOUT	4/3/2020	Construction	90	Construction	Construction Set	
Division 06								
06 41 00	0	ARCHITECTURAL WOOD CASEWORK	4/3/2020	Construction	90	Construction	Construction Set	
Division 07								
07 52 16	0	SBS-MODIFIED BITUMEN MEMBRANE ROOFING	4/3/2020	Construction	90	Construction	Construction Set	
07 54 23	0	THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING	4/3/2020	Construction	90	Construction	Construction Set	
07 61 00	0	FLASHING AND SHEET METAL	4/3/2020	Construction	90	Construction	Construction Set	
07 90 05	0	INTERIOR JOINT SEALANTS	4/3/2020	Construction	90	Construction	Construction Set	
07 90 10	0	EXTERIOR JOINT SEALANTS	4/3/2020	Construction	90	Construction	Construction Set	
Division 08								
08 11 13	0	HOLLOW METAL DOORS AND FRAMES	4/3/2020	Construction	90	Construction	Construction Set	
08 14 16	0	FLUSH WOOD DOORS	4/3/2020	Construction	90	Construction	Construction Set	
08 41 13	0	ALUMINUM-FRAMED STOREFRONTS	4/3/2020	Construction	90	Construction	Construction Set	
08 41 20	0	ALUMINUM-FRAMED ENTRANCES	4/3/2020	Construction	90	Construction	Construction Set	
08 71 00	0	FINISH HARDWARE	4/3/2020	Construction	90	Construction	Construction Set	
08 80 00	0	INTERIOR GLAZING	4/3/2020	Construction	90	Construction	Construction Set	
08 81 00	0	EXTERIOR GLAZING	4/3/2020	Construction	90	Construction	Construction Set	

Current Document Log

Type, Discipline & No Obsolete

Number	Rev	Title	Rev Date	Bulletin	% Complete	Status	Category	Attachments/Documents
Division 09								
09 21 16	0	GYPSUM BOARD ASSEMBLIES	4/3/2020	Construction	90	Construction	Construction Set	
09 24 10	0	CEMENT PLASTER (OVER NEW CMU)	4/3/2020	Construction	90	Construction	Construction Set	
09 24 20	0	CEMENT PLASTER (OVER GYP. SHEATHING)	4/3/2020	Construction	90	Construction	Construction Set	
09 26 00	0	GYPSUM SHEATHING BOARD	4/3/2020	Construction	90	Construction	Construction Set	
09 30 00	0	TILE	4/3/2020	Construction	90	Construction	Construction Set	
09 51 00	0	ACOUSTICAL CEILINGS	4/3/2020	Construction	90	Construction	Construction Set	
09 65 00	0	RESILIENT TILE FLOORING AND ACCESSORIES	4/3/2020	Construction	90	Construction	Construction Set	
09 90 00	0	PAINTING	4/3/2020	Construction	90	Construction	Construction Set	
Division 10								
10 14 00	0	PLASTIC SIGNS	4/3/2020	Construction	90	Construction	Construction Set	
10 28 00	0	TOILET AND BATH ACCESSORIES	4/3/2020	Construction	90	Construction	Construction Set	
10 44 00	0	LIFE SAFETY EQUIPMENT AND ACCESSORIES	4/3/2020	Construction	90	Construction	Construction Set	



CITY COUNCIL AGENDA MEMORANDUM DECEMBER 8, 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 12020019: ANP Investments, LLC - Stroud's Barbeque and Grill

SYNOPSIS:

The applicant, ANP Investments, LLC submitted Economic Development Grant Application 12020019 on June 16, 2020 requesting a new business buildout grant in connection with the new "Stroud's Barbeque and Grill" restaurant located at 2516 S. Atlantic Avenue. The renovation grant would be used to reimburse the business owner for costs already incurred and associated with cleaning, purchase of kitchen equipment, point of sales equipment, signage and physical improvements to renovate the space formerly occupied by "Mike's Galley" restaurant. These costs totaled \$39,888.44, however, considering the \$20,000 reimbursement cap and the dollar for dollar matching grant requirement instituted by the Economic Development Committee, the total reimbursable amount to the applicant would be \$19,944.22, if approved. The applicant has signed a five (5) year lease with the landlord as required and received its Certificate of Use and Business Tax Receipt from the City on 8/26/20.

FISCAL IMPACT STATEMENT:

Funding is budgeting for economic development grants.

BACKGROUND:

In July 2019, the Daytona Beach Shores City Council approved Ordinance 2019-06, which relates to Economic Development within City limits. The ordinance, among other things, created an "Economic Development Commercial Lease Subsidy Program." Sec. Four(b) of the ordinance states that the purpose of the program is to "encourage the renovation and development and productive use of properties...The program will assist business owners to develop or redevelop properties." Sec. Four (d) of the ordinance also 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." Per Ordinance 2019-06, the program disbursement is capped at \$20,000 and the Economic Development Council has instituted a dollar for dollar matching requirement for renovation grants. Therefore, if approved by the City Council, the applicant would qualify for a reimbursement grant of \$19,944.22.

The applicant has signed a five (5) year lease with the landlord as required and received its Certificate of Use and Business Tax Receipt from the City on 8/26/20. The application hearing was delayed do to a combination of issues including a trial period for the business smoker and an incorrect address on the lease.

Attached is a proposed grant agreement between the City and applicant, the grant application, staff analysis of the grant application and pictures of the restaurant space after work completion.

LEGAL REVIEW:

This item is approved as to form and legality.

RECOMMENDATION:

The Economic Development Committee has recommended approval of the grant application. In addition, the committee is recommending a phased and equal payout of the grant over the course of three (3) years, similar to the typical lease (rent) subsidy program.

NOTE: Staff is seeking direction from the City Council regarding the payment program to incorporate into the grant agreement. If a phased payout is approved, the start date, time frame and amount per payment are all at the discretion of the City Council. Staff will revise the draft agreement to reflect the City Council direction and place on the next City Council agenda for formal approval.

SUGGESTED MOTION:

A) A City Council member may motion as follows:

1. "I move to approve the subject grant application as presented."

OR

2. "I move to approve the subject grant application with the following conditions/amendments..."

OR

3. "I move to deny the subject grant application on the basis of..."

B) A separate motion may be made for the payout plan.

- ATTACHMENT:**
1. Strouds BBQ-Grant Application-Revised No Smoker
 2. Rennovation Evaluation Worksheet-Strouds BBQ
 3. Strouds BBQ Grant Agreement-Draft-11-19-20
 4. Strouds BBQ Lease (2)
 5. Amendment to Strouds Lease 10-19-20

521700
RECEIVED

JUN 16 2020

PLANNING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12020019
**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)

ANP Investments, LLC d/b/a
APPLICANT NAME: Strouds Barbeque and Grill, LLC.
CONTACT PERSON (if an entity): Jeremy or Ashley Stroud
ADDRESS: 1425 S. Atlantic Ave Unit 510
CITY: Daytona Beach Shores STATE: FL ZIP: 32118
TELEPHONE: 706-280-6503 FAX:
EMAIL ADDRESS: ashley@gsibusinesssolutions.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

Other

☒ New Business (Buildout or Lease Subsidy)

☐ Land Purchase

☐ Existing Business Expansion

☐ Façade/Beautification

☐ Existing Business Relocation

☐ Alternative Grant Request

☐ Existing Business Lease Extension

PROJECT SITE INFORMATION:

Address: 2514 S. Atlantic Ave

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 532201000282

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ Year:

Maximum New Investment Value \$

Certified by a licensed Florida Engineer or Architect \$

PROJECT DESCRIPTION: Restaurant Remodel (see attached)

PROJECT BENEFITS TO THE CITY:

Full Service Restaurant that will be open for breakfast, lunch, & dinner... This will generate revenue for the city as well as create more jobs. (See attached)

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: *Ashley N. Stroud*
Ashley N. Stroud

DATE: 3/23/2020

PRINTED NAME: Ashley N. Stroud

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of June, 20 2020 by Ashley Stroud, 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

Cheryl Lee Thibault
Cheryl Lee Thibault

AUTHORIZATION TO APPLY

I, _____, am the owner of the following described property:

PROPERTY ADDRESS:

2516 S. ATLANTIC AVE DAYTONA BEACH, FL 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)

PROPERTY OWNER (1) (Print Name)

CHRIS PAPPAS

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)

[Signature]

PROPERTY OWNER (2) (Signature)

STATE OF FLORIDA

COUNTY OF VOLUSIA

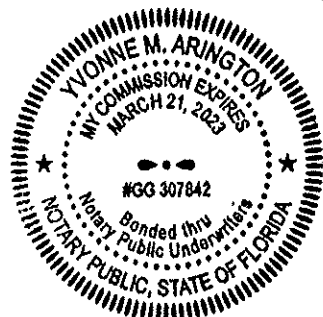
The foregoing instrument was acknowledged before me this 2nd day of June, 2020 by CHRIS PAPPAS, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires:

3/21/23

Printed Name: YVONNE M. ARINGTON
NOTARY PUBLIC

[Signature]



521700

RECEIVED

JUN 16 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Date: June 16, 2020

To: Stewart Cruz

From: Ashley & Jeromy Stroud

Re: Strouds BBQ Economic Development Grant Application

Email dated May 29, 2020

1. 3 Bids for buildout have been enclosed. We went with Bid #3 (Adam Harvey)...Additional expenses paid are attached to bid that were not originally anticipated based on issues we ran into during remodel...Bid #1 wanted 60% down for "labor only" which was a red flag and we felt Bid #2 was a bit high...Equipment list, cost of smoker, and 2 estimates for signage are also enclosed...We went with Bid #2 for Signage.
2. Pictures of the Restaurant and the Smoker sent via email...
3. Sample Menu enclosed. Menu items and pricing may vary a little based on demographics of Daytona Beach Shores verses North Georgia.
4. We will not be offering breakfast...Lunch and Dinner Only with approx. hours of 10am – 10pm...
5. Page 3 of application notarized and enclosed.
6. Property owner and executed page 5 and is notarized.
7. We have talked to Steve and I have also talked to Julie in the Fire Marshalls office and will advise as soon as work complete and ready for inspection.

*Removed from application
per 8/27/20 email.*

Thank you for all of your help and support!

Ashley & Jeromy

From: Cruz, Stewart <scruz@cityofdb.org>
Sent: Friday, May 29, 2020 11:28 AM
To: Ashley Parrott Stroud; Jeromy Stroud
Cc: Conomos, Stacy
Subject: Stroud's BBQ Economic Development Grant Application Comments
Attachments: Strouds BBQ - Grant Application.pdf

Importance: High

Hello Ashley and Jeromy, it was nice meeting with you all yesterday. Per our conversation, please provide the below information as soon as possible so we can place the application on the upcoming June 9 City Council meeting. Please get this in to me by Tuesday morning, if possible since our packets need to get out on Wednesday. Thank you.

- email*
1. At least two itemized bids for buildout and equipment purchase.
 2. Pictures of the inside of a previous restaurant operated by yourselves and/or a rendering/pictures what the new restaurant will look like.
 3. Sample menu.
 4. Please confirm that you will not be offering breakfast.
 5. Page 3 of the application needs to be notarized.
 6. Please have property owner execute (and notarize) page 5 of the application.
 7. Please note that permits may be required for some of the proposed work. Please contact the Fire Marshal and Steve Edmunds in the Building Department to determine whether this is the case.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

Cruz, Stewart

From: Ashley Parrott Stroud <ashley@qsibusinesssolutions.com>
Sent: Thursday, August 27, 2020 11:56 AM
To: Cruz, Stewart
Subject: Re: Grant update

Stewart,

Please remove the smoker from the information sent to you for grant approval.

Thank you,

Ashley Parrott Stroud
Strouds BBQ
QSI Business Solutions
QSI HR Solutions
Cell: 706-280-4354
Sent from my iPhone

On Aug 12, 2020, at 11:21 AM, Cruz, Stewart <scruc@cityofdb.org> wrote:

Good morning Ashley, I apologize for the delay in responding. After consulting with the Economic Development Committee yesterday I was advised that we will take the application to the City Council when the 90 day smoker trial period is over. If you need to discuss please do not hesitate to contact me. Thank you.

Stewart Cruz, AICP
City Planner

From: Ashley Parrott Stroud <ashley@qsibusinesssolutions.com>
Sent: Monday, August 10, 2020 9:31 PM
To: Cruz, Stewart <scruc@cityofdb.org>
Subject: Grant update

Hi Stewart,
Min was just checking in to see if you has an update on our grant application.
Thank you,

Ashley Parrott Stroud
QSI Business Solutions
QSI HR Solutions
Cell: 706-280-4354
Sent from my iPhone

Business Plan

Strouds Barbeque and Grill, LLC
2514 S Atlantic Ave
Daytona Beach Shores, FL 32118

Renovations: Restaurant Overhaul

Kitchen:

Clean and sanitize entire kitchen
New Ceiling Tile
Replace all cooking equipment
Polish, stain and seal floors
***will become a gourmet kitchen**

Dining/Bar Area:

Clean and paint entire interior of restaurant
Will seat 200 people
Beer & wine will be served (no liquor at this time)
Restrooms will be cleaned and painted

Exterior:

New Signage
Add smoker

Open for business: June 1, 2020
Hours: ^{10am} 10am - 10pm 7 days/week
~~Breakfast~~/Lunch/Dinner

Employees: Approx 15
Projected Sales: \$2.5 - \$3M

Sample Menu

Baskets

Fried Pickles
\$5.00

Corn Nuggets
\$5.00

Wings
6 pc. \$6 | 12 pc. \$12
Hot, Mild, Honey
BBQ, Sweet Chili

Hand Breaded Shrimp
Served with (6)
shrimp with French
Fries and Cocktail
Sauce \$7.50

Hand Breaded Catfish
Served with (1)
Catfish Fillet with
French Fries and
Tartar Sauce \$7.00

BBQ Pork Sliders
Served with (3) BBQ
Pork Sliders with
French Fries \$6.00

Chicken Tenders
Served with (3)
tenders with French
Fries, toast, and
Honey Mustard \$6.00

Bacon Cheeseburger Slider
Served with (3)
Cheeseburger and
Fries \$7.00

Chili Cheese Fries
\$5.00

Spuds and Salads

Dressings: Thousand Island, Ranch, Honey Mustard, Lite Italian, French

All You Can Eat Salad Bar
\$6.00

Crispy Chicken Salad
\$8.00

Crispy Buffalo Chicken
\$8.00

Grilled Chicken Salad
\$8.00

Que Salad
Choice of pork, chicken or beef \$8.00

Baked Potato
\$3.50 with Salad Bar

Baked Sweet Potato
\$4.00

Killer Potato or TOTS
Served with butter, sour cream, cheese, meat,
and sauce \$6.50
Beef +\$.50

Kid's Meals

BBQ Pork Plate
with two sides \$4.50

Grilled Cheese
with french fries \$4.00

Chicken Tenders
with two sides \$4.50

Corn Dog
with french fries 4.00

BBQ Plates

BBQ Chicken
with three sides \$9.00

Beef Brisket
with three sides
\$14.00 - limited
availability

BBQ Beef
with three sides \$9.00

BBQ Rib

Fried Shrimp Plate
\$5.50

Kids CB Slider
one slider with french
fries \$4.00

BBQ Pork
with three sides \$8.00

with three sides
\$10.00 - 4 bones

Sandwiches

Add Salad Bar
+\$3.50

Brisket Sandwich
\$6.00

Jumbo Pork BBQ
\$4.50

Philly Cheese
\$6.00

Regular Pork BBQ
\$4.00

BLT
\$4.00

Jumbo Beef BBQ
\$5.00

**Smoked Grilled
Cheese**
BBQ Chicken, bacon,
cheese, BBQ sauce
\$6.00

Regular Beef BBQ
\$4.50

Grilled Cheese
\$3.00

BBQ Chicken
\$4.00

Grilled Chicken
\$4.50

Chili Dog Supreme
All beef hot dog
covered with mustard,
cheese, onion, chili
and cole slaw \$4.00

Smoke House Burger
Covered in BBQ
sauce, cheese, bacon,
and topped with fried
onion ring. Served on
a corn dusted Kaiser
bun. \$7.00

Hot Dog
\$3.00

Cheeseburger
6oz \$4.75

Fried Catfish
\$4.00

Bacon Cheeseburger
6oz \$5.00

Shrimp Po Boy
Fried Shrimp served
on a hoagie bun with
mayo, lettuce, and
tomato. Topped with
Remoulade \$7.00

Hamburger
6oz. \$4.25

**Buffalo Shrimp Po
Boy**
\$7.50

Somethin'
other than
BBQ

Chicken Tenders
hand-breaded \$8.50

Catfish Fillets
hand-breaded, served
with hushpuppies
\$10.00

Fried Shrimp
\$10.00

Hamburger Steak
with onions \$9.00

**Grilled Chicken
Plate**
\$8.50

Country Fried Steak
with white gravy
\$9.00

Vegetable Plate
four side items \$6.00

By The Pound/Pint

Pork
1/2 lb 5.00 | 1 lb 10.00

Beef
1/2 lb 6.00 | 1 lb 12.00

Chicken
1/2 lb 5.00 | 1 lb 10.00

Ribs
1/2 lb 6.00 | 1 lb 12.00

Baked Beans
pint 3.50

Cole Slaw
pint 3.50

Potato Salad
pint 3.50

Mac & Cheese
pint 3.50

Vegetable Beef Soup
Seasonal 3.75

Brunswick Stew
pint 4.00

Chili
pint 4.00

Pinto Beans
pint 3.00

BBQ Sauce
pint 2.50

Family Packs

Feast For Four

Pork or Chicken 21.00

Beef 23.00

Includes: Baked Beans, Potato Salad, Cole
Slaw, Buns and Sauce

Carry Out Only

Feast For Six

Pork or Chicken 32.00

Beef 34.00

Includes: Baked Beans, Potato Salad, Cole
Slaw, Buns and Sauce

Carry Out Only

Feast For Eight

Pork or Chicken 42.00

Beef 44.00

Includes: Baked Beans, Potato Salad, Cole
Slaw, Buns and Sauce

Carry Out Only

Sides

Cole Slaw
\$2.00

Green Beans
\$2.00

Mashed Potatoes
\$2.00

Turnip Greens
\$2.00

Tater Tots
\$3.00

Potato Salad
\$2.00

Fried Squash
\$2.00

Chili
\$2.00 | \$4.00

Mac and Cheese
\$2.00

French Fries
\$2.00

Fried Okra
\$2.00

Potato Logs
\$2.00

Drinks

Soft Drinks
Coke, Diet Coke,
Sprite, Dr. Pepper
2.00

Tea
Sweet, Unsweet 2.00
Gallon 4.00

Lemonade
2.00

Coffee
2.00

* Beer + wine will
be served.

Brunswick Stew
\$2.00

Onion Rings
\$3.75

Pinto Beans
\$2.00

Vegetable Beef Soup
\$2.00 | \$4.00

Baked Beans
2.00

Substitutions
salad bar \$1.50
baked potato \$.50
sweet potato \$1.00
corn nuggets \$.50

JOY JANITORIAL

paid
5/28/2020
ck# 1071

Dave Adams

Cell Phone: 386-299-5177

2 Sedley Place

joy.janitorial@yahoo.com

Palm Coast, FL 32164

April 24, 2020

Attention: JEROMY STROUD
PO BOX 2451
DALTON, GA 30722

Joy Janitorial agrees to provide the following specifications for the areas and particulars named below:

DINING ROOM:

Auto Scrub all tile flooring and grout
Clean, disinfect and sanitize all Tables and Stands,
Chairs & legs, Booths & cushions
Clean Ceiling Fans
Clean and sanitize all light switches
Clean and dust off ceiling tiles and frames around air
returns and vents
Clean windows and seals inside and outside

BATHROOMS:

Sweep all tile areas and bathrooms
Mop and Sanitize all tile floors
Clean bathrooms with bleach* i.e.: Toilets, Urinals,
Sinks,
bleaching around Urinals thoroughly
Clean bathroom mirrors
Clean and Sanitize dividers and all stationary items

EQUIPMENT:

Degrease, Clean and Sanitize all equipment agreed

upon

KITCHEN:

Clean and Sanitize from top to bottom both Freezer
and Walk Thru Refrigerator

Including racks and shelving

Degrease, Clean and Sanitize tile on walls

Degrease, Clean and Sanitize ceiling tiles and grids

JOY JANITORIAL will supply all supervision, equipment and labor necessary to
perform the above mention specifications for **\$2800.00 plus tax.**

***Payments should be made payable to David Adams**

GREASE B GONE

3 Mainsail Circle
Ormond Beach, FL 32174
386-677-3399
greasebgone@aol.com

*Paid
4/30/2020
ck # 1001*

BILL TO

Stroud's Barbeque and
Grill
2516 S Atlantic Ave
Daytona Beach Shores,
FL
32118

INVOICE # 19594

DATE 04/28/2020

TERMS Due on receipt

DATE	ACTIVITY	AMOUNT
04/28/2020	CLEAN GREASE EXHAUST SYSTEM	450.00

STROUDS BARBECUE & GRILL

1001

THANKS FOR YOUR BUSINESS

Please write all checks to Grease B Gone.



More saving.
More doing.SM

STORE MANAGER - JOE ZUBEL

WE HOPE TO DEFINITELY SEE YOU AGAIN!

6335 00002 00881 06/02/20 05:07 PM
SALE CASHIER JILL

020352752860 50G 55KW 12V <A> 609.00
014717150217 DRAIN PAN <A> 10.98
079118688066 1000047358 <A>
2@2.47 4.94
047242723519 CE 24" DD T <A> 129.00
811000011428 HLFECK18 <A> 26.98
076174740387 TAPE 2 PACK <A> 19.88

SUBTOTAL 800.78
SALES TAX 52.06
TOTAL \$852.84

XXXXXXXXXXXX8585 HOME DEPOT

USD\$ 852.84

AUTH CODE 002928/4023611

Chip Read

AID 40000000049999D8400303

THD PLCC CON



6335 02 00881 06/02/2020 6677

RETURN POLICY DEFINITIONS

POLICY ID 11 DAYS 365 POLICY EXPIRES ON 06/02/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance to win a \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTK 8386 2053
PASSWORD: 20302 2051

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



**More saving.
More doing.SM**

STORE MANAGER - JOE ZUBEL
WE HOPE TO DEFINITELY SEE YOU AGAIN!

6335 00008 56807 06/02/20 08:20 AM
SALE CASHIER LINDA

071798800165 SQUEEGEE <A>	25.98
QUICKIE 24" SQUEEGEE W/HANDLE	
042206155443 HI-VIS NZL <A>	4.98
HI-VISIBILITY NOZZLE	
031724860571 GARDEN HOSE <A>	35.97
5/8"X75' NEVERKINK HOSE	

SUBTOTAL	66.93
SALES TAX	4.36
TOTAL	\$71.29

XXXXXXXXXXXX8585 HOME DEPOT USD\$ 71.29

AUTH CODE 002891/4084931 TA
Chip Read
AID A0000000049999D8400303 THD PLCC CON

Restaurant Strava's BBQ



6335 08 56807 06/02/2020 2368

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 06/02/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B-120238 113911
PASSWORD: 20302 113903

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Date Ordered: May 18, 2020

Order Number: WA87628021

Order Total: \$677.60

*Replaced
Ceiling fans
+
light bulbs*

Pick up in Store

Pickup at

Port Orange
1551 Dunlawton Blvd
Port Orange, FL 32127

Product Information

Item	Qty	Price
USG Ceilings 2 ft. x 4 ft. Radar Lay-In Ceiling Panel (8-Pack) Model # R2310 Store SKU # 562785	2 \$37.85/item	\$75.70
EcoSmart 75-Watt Equivalent BR40 Dimmable LED Light Bulb Daylight (6-Pack) Model # 1003024102 Store SKU # 1002879123	2 \$22.27/item	\$44.54
Home Decorators Collection Mercer 52 in. LED Indoor Brushed Nickel Ceiling Fan with Light Kit and Remote Control Model # 54725 Store SKU # 1002227827	4 \$129.00/item	\$516.00

Payment Information

Billing Address

Ashley Stroud
1105 E Walnut Ave
Dalton, GA 30720

Payment Method

Visa | Ending in 5739

Payment Details

Subtotal	\$636.24
Scheduled Delivery	
Sales Tax	\$41.36
Order Total	\$677.60

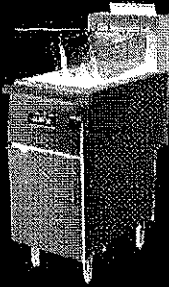
We're Here to Help! Shop Essential Supplies & Equipment Now!

Shopping Cart

Checkout

[Continue Shopping](#)

Your Cart Contains:



Product ID: 895-
CGF3NG

eQuipped F3-N Gas
Fryer - (1) 40 lb Vat,
Floor Model, Natural
Gas

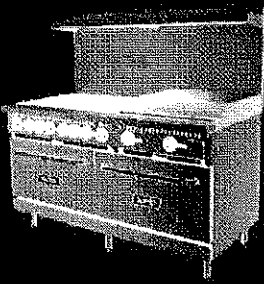
Quantity:

4

[Update](#)

Unit of Measure: Each

Item Total: \$2,096.00

[Accessories](#)[Remove](#)

Product ID: 895-
CR10G24N

eQuipped R10-G24
60" 6 Burner Gas
Range w/ Griddle &
(2) Standard Ovens,
Convertible

Quantity:

1

[Update](#)

Unit of Measure: Each

Item Total: \$2,399.00

[Accessories](#)[Remove](#)

Product ID: 207-
VHFA18

Vulcan VHFA18 Full
Height Non-
Insulated Mobile
Heated Cabinet w/
(18) Pan Capacity,
120v

Quantity:

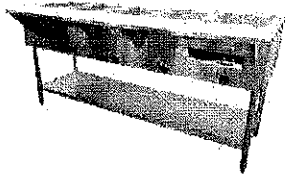
1

[Update](#)

Unit of Measure: Each

Item Total: \$2,000.00

Item Total: \$2,000.00

[Remove](#)Product ID: 083-
RST5P1201

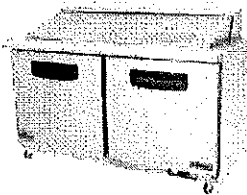
Quantity:

1

[Update](#)Turbo Air RST-5P 72
3/8" Hot Food Table w/
(5) Wells & Cutting
Board, 120v

Unit of Measure: Each

Item Total: \$1,200.35

[Accessories](#)[Remove](#)Product ID: 842-
CST6024Centaur CST-60-24 61
1/5" Centaur® Plus™
Sandwich/Salad Table
w/ Refrigerated Base,
115V

Quantity:

1

[Update](#)[Accessories](#)

Unit of Measure: Each

Item Total: \$2,259.00

[Remove](#)

Interested in financing your order?
Proceed to checkout and select
"Financing" to apply online or give
us a call at 833-350-2472.

[Continue Shopping](#)**Subtotal****\$9,954.35**

Ships To

Residential



at

32118-51

[Calculate](#)

POS SYSTEM



Thank you for your interest in CAKE!

Below is a price quote for the equipment and services you and your CAKE Restaurant Specialist, Dishon Isaac, discussed recently. Please review carefully and hit "Proceed to Checkout" to continue or hit "Make Changes" if you need to change quantities.

PREPARED FOR : Stroud's BBQ and Grill

ORDER TYPE : Purchase with 24 Month Service Term

PURCHASE TYPE : 3-Payment Installment Plan

Order Summary

DESCRIPTION	QUANTITY	DUE MONTHLY	DUE NOW
CAKE POINT OF SALE			
CAKE POS Station w/o CTD - Black	3	\$0	\$4,497 \$2,247
POS Networking Kit	1	\$0	\$279
24-Month POS Software Subscription	3	\$167	\$0

DESCRIPTION	QUANTITY	DUE MONTHLY	DUE NOW
Epson Impact Printer	1	\$0	\$399
Standard POS Warranty	3	\$0	\$0
One-time Activation Fee	1	\$0	\$999 \$0
Standard Menu Build Service	1	\$0	\$199 \$0
Online Ordering	1	\$49 \$0	\$0

Please note that Monthly Recurring Fee subjected to change due to tax adjustments

SUBTOTAL	\$6,373.00
DISCOUNTS	(\$3,448.00)
STANDARD GROUND SHIPPING	\$76.53
TAXES	\$195.12
TOTAL	\$3,196.65
TOTAL DUE AT SIGNING	\$1,241.67
SECOND PAYMENT DUE ON MAY 20, 2020	\$975.00
THIRD PAYMENT DUE ON JUN 19, 2020	\$975.00
MONTHLY SUBTOTAL	\$216.00
MONTHLY DISCOUNTS	(\$49.00)
MONTHLY RECURRING	\$167.00

MAKE CHANGES

CHECKOUT

View Invoice

Print

PDF

Creative Signs & Printing Co.
1871 S. Ridgewood Ave
South Daytona FL 32119
386.405.9872



386.405.9872

Strouds BBQ
2514 Atlantic Ave.
Daytona Beach, FL
Jeromy Stroud
706.280.6503

INVOICE

Invoice # 000245

Invoice Date 03/24/2020

Due Date 03/24/2020

Item	Description	Unit Price	Quantity	Tax	Amount
Service	Dinning Room , details..repair holes in walls & Paint allclean ceiling fans ... change out ceiling tiles in dinning area & office area.				
Service	interior & exterior removal of graphics front windows & clean both sides. remove graphics from marquee & replace with new.				
Service	Close in area between dinning & office with solid wood door with hardware and paint both sides.				
Service	kitchen details , replace all ceiling tiles, replace with new high output bulbs, degrease hood & floor, clean both walk-ins, chip up flouring and paint walls. racks within kitchen area will be pressure washed.				
Product	Brand (logo) Design & Exterior Backlit Signage, DRAWINGS & PERMIT and window graphics price TBD				
Service	Above services only (not product) approved amount from business owner Jeromy Stroud	10000.00	1.00	6.00%	10,000.00

NOTES: misc. holes in walls will be filled.
misc. seating will be fixed.

Check Payable to;
Howard Snipes or Creative Signs and Printing Co.
both names as shown

Subtotal	10,000.00
+ Tax (6.00%)	600.00
Total	10,600.00
Amount Paid	0.00
Balance Due	\$10,600.00

BID #2



Reliance Building Services, LLC

Phone # 1-800-809-0801

www.RelianceCFL.com

RELIANCE

Estimate

Date

4/27/2020

Name / Address

Jeromy Stroud
2518 S ATLANTIC AVE
DAYTONA BEACH SHORES, FL 32118

Project

Strouds BBQ Renovations

Description

Total

Add 3'x6'8" fire rated door between north and south tenant spaces	20,500.00
Enclose open space to encapsulate the new door and void space to create a 1 hour fire rating	
Replace 3 interior doors	
Demo tile in the kitchen	
Grind the concrete and add an epoxy floor with vinyl base in the kitchen	
Replace the kitchen ceiling tiles with washable gyp/vinyl faced acoustical ceiling tiles	
Ceiling grid and kitchen floor to be cleaned by others prior to work commencement	
Replace misc damaged ceiling tiles in the general space to match existing as close as possible	
Paint all interior walls and doors	
Includes permit and dump fees	

Exclusions:

- Any work not listed in scope of work above
- Unforeseen comments by the building department

Payment Terms:

20% down with acceptance
Progressive payments, billed based on completed work, to be paid within 5 days of invoice date.
1.5% service charge on all invoices 5 days past due. \$50 charge on all returned checks

Accepted By: _____

Date: _____

Estimate valid for 30 days.

Total

\$30,000.00

License # CGC1517108



Reliance Building Services, LLC

Phone # 1-800-809-0801

RELIANCE

www.RelianceCFL.com

Estimate

Date

4/27/2020

Name / Address

Jeromy Stroud
2518 S ATLANTIC AVE
DAYTONA BEACH SHORES, FL 32118

Project

Strouds BBQ Renovations

Description

Total

Add studs and drywall to create a 1 hour firewall on north end of the unit
Fire caulk all penetrations
Remove ceiling and reassemble on tenant side
Paint tenant side of new firewall
Includes permit and dump fees

9,500.00

Exclusions:

- Any work not listed in scope of work above
- Unforeseen comments by the building department
- Electrical/plumbing and ac work can be quoted once the ceilings are opened up and assessed. These trades are excluded from the pricing at this time.

Estimate valid for 30 days.

Total

License # CGC1517108

ADAM'S HOME & SUBCONTRACTING SERVICES

386.689.1379

Adam Harvey, President

HomeServicesByAdam@yahoo.com

Licensed & Insured

Name: Strouds BBQ

Date: 5-15-2020

Address: 2516 S. A1A

1st Phone: 706 280 6503

City: DBS

Zip:

2nd Phone:

Work Description:

Price:

Prep and paint dining room

\$3500.00

Build and finish 8'x8' fire wall

\$4000.00

Prep, clean & seal kitchen floor

\$3000.00

Prep, clean, prime & paint kitchen walls & ceiling tiles

\$5000.00

Build 2' wall between bathroom & freezer, finish & paint, install 2-slab doors in kitchen with self closing hinges

\$500.00

~~\$13000.00~~

Labor & materials included po check#

20% upon acceptance

5/15/2020

ck# 1062

20% upon painting dining room

5/21/2020

ck# 1064

20% upon prep and clean kitchen

6/5/2020

ck# 1108

20% upon walls & doors installed

6/12/2020

ck# 1108

Balance upon completion

Thanks,
Adam Harvey

Total:

I HAVE READ AND AGREED TO THE PRICES IN THIS QUOTE.

**PAYMENT DUE
UPON COMPLETION
OF WORK**

Customer Signature

Date

Invoice

CA# 5129129
1073 454045

SOLD TO Strouds BBQ		SHIP TO	
ADDRESS 2516 S. A1A		ADDRESS	
CITY, STATE, ZIP DBS		CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
--------------------	---------	-------	--------	------

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Remove mirrors, install wood look vinyl + trim labor + materials			\$ 850.00
		Remove damaged sheetrock, fix studs + sheetrock kitchen walls			\$ 2500.00
					\$ 3350.00
		Thanks, Adam Harvey 386-689-1379			

adams 5840

12-13

176852

Statement

DATE

5-24-2020

TO

Stroods BBQ

2516 S. ALA

DPS

TERMS

IN ACCOUNT WITH

Sheetrock repairs

\$775.00

Thanks,
Adam Harvey

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

A-25812/T-3409D

01-11

Paid 5/24/2020
ch # 1068

B10 #4

Allen & Son Construction, LLC

Family Owned & Operated • Licensed & Insured
Commercial, Residential, New Homes, & Renovations
829 14th Avenue, New Smyrna Beach, FL 32169
Phone: Billy (386)663-2524 • Email: asonconst83@gmail.com
License # : CBC1260411

PROPOSAL SUBMITTED TO: Jeromy Stroud 2518 S. Atlantic AVE. Daytona Beach Shores, FL 32118	TODAY'S DATE: 4/26/2020	DATE OF PLANS/PAGE #'S:
PHONE NUMBER	FAX NUMBER:	JOB NAME: Strouds BBQ
ADDRESS, CITY, STATE, ZIP	JOB LOCATION: 2518 S Atlantic Ave Daytona Beach Shores, FL 32118	

We propose hereby to furnish material and labor necessary for the completion of:

Renovation

- 1) Includes all necessary permits and fees
- 2) Demo existing tile in kitchen area
- 3) Kitchen floor to be grinded to allow for new epoxy floor to adhere correctly. New vinyl base to be installed in kitchen.
- 4) Remove and replace (3) interior doors
- 5) Add 30-68 fire rated door in between north and south tenants
- 6) Replace any missing ceiling tiles in main area. Match to be as close as possible
- 7) Paint all walls and doors for interior
- 8) Replace kitchen ceiling tiles with washable vinyl faced ceiling tiles
- 9) Enclose open space for new door and empty void space to allow for 1 hour fire rating
- 10) Kitchen floor and ceiling grids to be cleaned before start of work
- 11) All changes to be made by change orders and signed for prior to work
- 12) Does not included any unforeseen issues.

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

\$ 19,250.00 Deposit - 10% down \$1,925.00 Draws as needed

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per 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. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

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

Signature _____

Signature _____

Date of Acceptance _____

Sign BID #1

View Invoice

Print

PDF

Creative Signs & Printing Co.
1871 S. Ridgewood Ave
South Daytona FL 32119
386.405.9872



386.405.9872

Strouds BBQ
2516 S. Atlantic Ave.
Daytona Beach Shores Florida
Attention Ashley

Quote/INVOICE

Invoice # 000247

Invoice Date 05/05/2020

Due Date 05/05/2020

Item	Description	Unit Price	Quantity	Amount
Product	40" X 10' Back lit LED fascia signage front of restaurant, drawings , permit ,install	5000.00	1.00	5,000.00
Service	Branding Strouds Bbq	385.00	1.00	385.00
Service	Engineering drawings & permit	500.00	1.00	500.00
Product	(2) 5' x 10' Temp. Banners	225.00	2.00	450.00
Product	Marquee Roadside ,Remove OLD, Print new & install , no charge.			

NOTES: 50% down balance upon completion.

Make check payable to Howard Snipes or Creative signs & printing Co. both name and company shall appear on check.

Subtotal	6,335.00
+ Tax (6.00%)	380.10
Total	6,715.10
Amount Paid	0.00
Balance Due	\$6,715.10



PermaCraft SIGNS

1644 South Ridgewood Ave
South Daytona Beach Fla. 32119
permacraftsign@yahoo.com
386.767.8011 office
386.767.8246 fax

Proudly Serving The Central Florida Since 1972

ER13014880

SUBMITTED TO	CONTACT	PHONE NUMBER	DATE OF ORIGIN
Strouds BBQ	Jeromy	706-280-6503	05/21/2020

STREET ADDRESS	CITY	STATE	ZIP CODE
2415 S Atlantic Ave	Daytona Beach Shores	Florida	

WE HEREBY SUBMIT SPECIFICATIONS FOR EXECUTING THE FOLLOWING

- (1) Manufacture and Install 1 set LED Illuminated set of Channel Letters on Raceway to read "Strouds BBQ"
With "Strouds" to be @ 30" tall and "BBQ" @ 18" tall. Per Customer Approved Drawings.

NOTE: Channel Letters to be manufactured all aluminum construction Black Returns, White acrylic faces with red vinyl lettering on low Profile raceway painted to match wall. Illuminated with white LED modules.

- (2) Strip existing monument sign faces and Re-Letter with new Vinyl copy per customer approved drawings.
- (3) Engineering included in price.
- (4) Permits at cost not included.

WE HERBY VOW TO FURNISH MATERIAL AND LABOR TO COMPLETE THE ABOVE LISTED PROJECT IN ACCORDANCE WITH THE ABOVE LISTED SPECIFICATIONS FOR THE CONTRACTED AMOUNT OF \$4,832.00 + SALES TAX IF APPLICABLE
PAYMENT MADE AS FOLLOWS: 50% DEPOSIT @ SIGNING, REMAINING BALANCE @ TIME OF INSTALL

ELECTRIC WIRING TO THE SIGN OF ADEQUATE CAPABILITY AND THE PHYSICAL HOOKUP OF ELECTRIC POWER TO THE SIGN ARE TO BE RESPONSIBILITIES OF THE CUSTOMER. THIS PROPOSAL DOES NOT include sales tax. It does not include any cost not shown as part of this proposal (when applicable). All payments due hereunder shall be sent to PermaCraft Sign Co., 1644 S. Ridgewood Ave., South Daytona, FL 32119. This proposal is for prompt acceptance. PermaCraft Sign Co. will not be held responsible for delays caused by strikes, fires, floods, wars, allocations of materials or other circumstances beyond our control. Upon mutual acceptance of this proposal by purchaser and seller, said order is not subject to cancellation. Sign shall remain the property of PermaCraft Sign Co. / DBA Parrillo Inc. and shall at all times be severable from the premises upon which it is installed until account is paid in full. In the event it becomes necessary to institute any action for the enforcement of obligations, purchaser agrees to pay, in addition to amount due to seller, all attorney fees and other cost incurred in connection therewith acceptance of agreement. This agreement shall not be considered as executed until signed by or on behalf of purchaser and approved by an executive officer and seller and is signed by him/her on seller's behalf and is hereby further declared agreed and understood that there are prior writings, verbal negotiations, understandings, representations of agreements between the parties not herein expressed in the event of default hereunder. Purchaser agrees to pay in addition to all sums due hereunder a reasonable attorney's fee and all costs of collections in the event any action or suit shall be brought to enforce this agreement. The venue of said suits of action WILL BE at the option of PermaCraft Sign Co. / DBA Parrillo Inc. to be laid in Volusia County, Florida and the right to object to venue is expressly waived by purchaser. Any amount not paid within 30 days shall be subject to a 1.5% per month service charge. Any below-ground utilities, old footers or any objects unseen that will not allow for an as-planned installation and require additional time, labor, and materials will be the liability of the purchaser.

Purchaser _____

Seller Roger Cothron

Date of Acceptance _____

Authorized Signature _____

Thank You For Allowing Us The Opportunity To Serve You.....

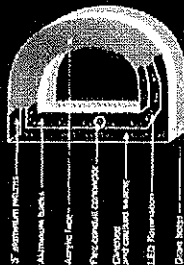
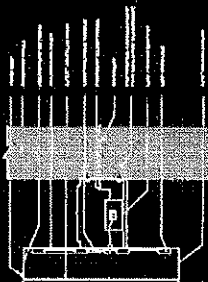
195"

Stroud's BBQ

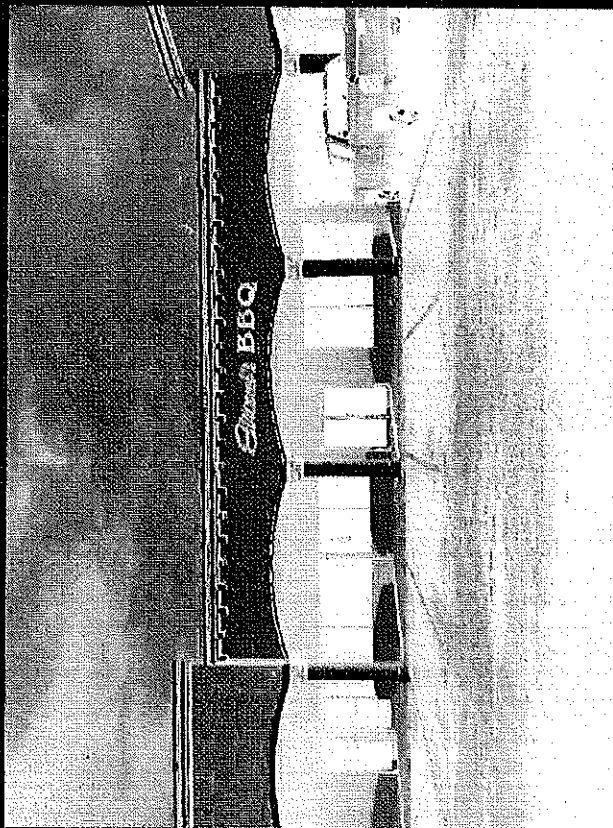
30"

General Specs

1. U.L. APPROVED INTERNALLY ILLUMINATED L.E.D. CHANNEL LETTERS MOUNTED TO A LOW PROFILE RACEWAY
PAINTED TO MATCH ADJACENT BUILDING SURFACE, WHITE L.E.D. LIGHT MODULES, BLACK
LETTER RETURNS, BLACK JEWELL TRIM. INSTALL TO BUILDING SURFACE WITH CORROSION RESISTANT HARDWARE
USING EXISTING ELECTRICAL SERVICE



LED Illumination and Jewell Trim



FILE NAME

DATE 05/13/20

REVISIONS

1.
2.
3.
4.
5.

PAGE 1 OF 1

PROJECT LOCATION

ACCOUNT CHANNEL LETTERS

STREET MONUMENT STREET

CITY SOUTH DAYTONA, FL 32119

CUSTOMER APPROVAL

DESIGNER

PROJECT NAME

APPROVAL DATE

Signs Manufactured by

PermaCraft Signs

PermaCraft

SIGNS

10415 RIDGEWOOD AVE

Daytona, FL 32119

Phone: (386) 787-8011

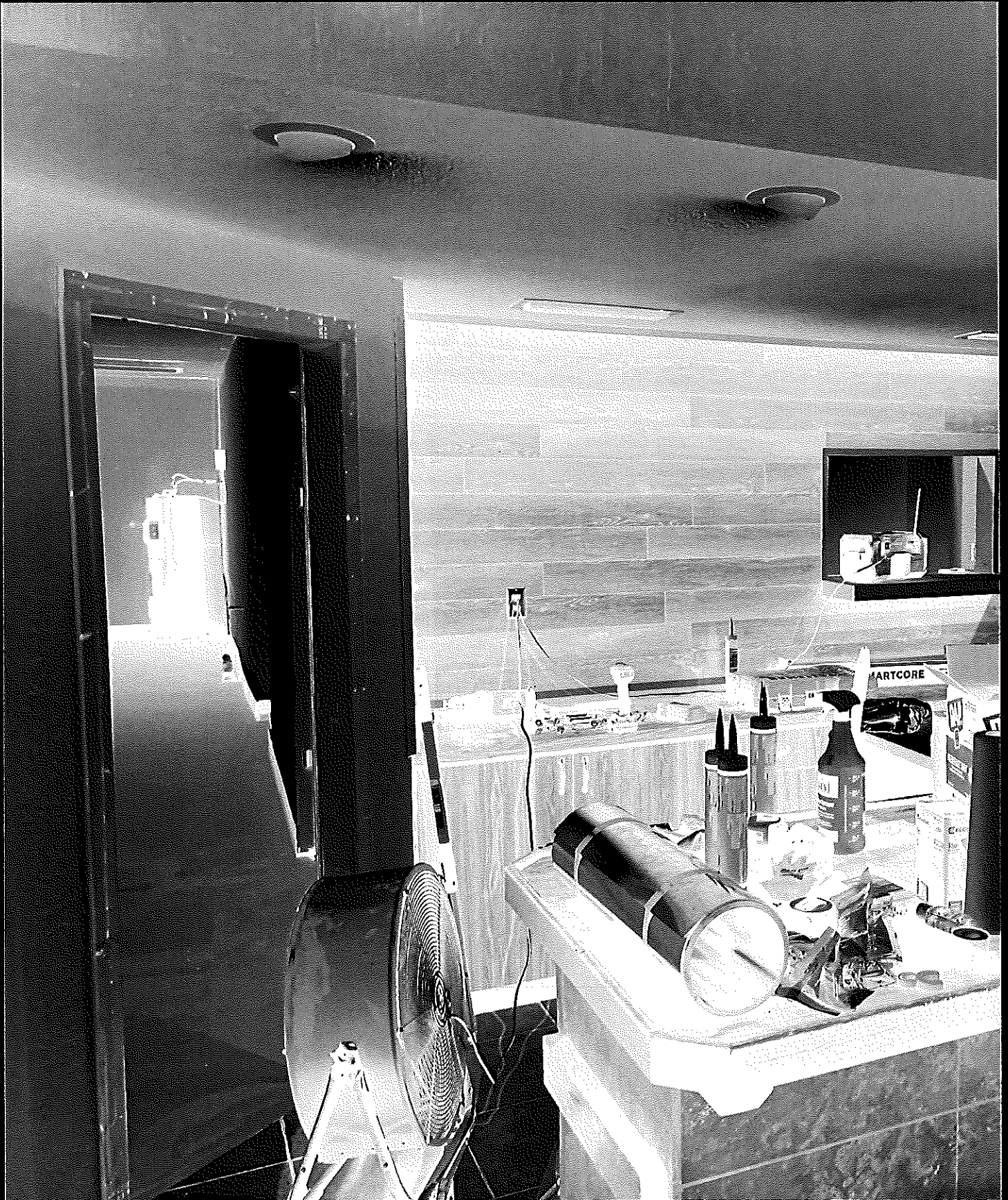
Fax: (386) 707-8218

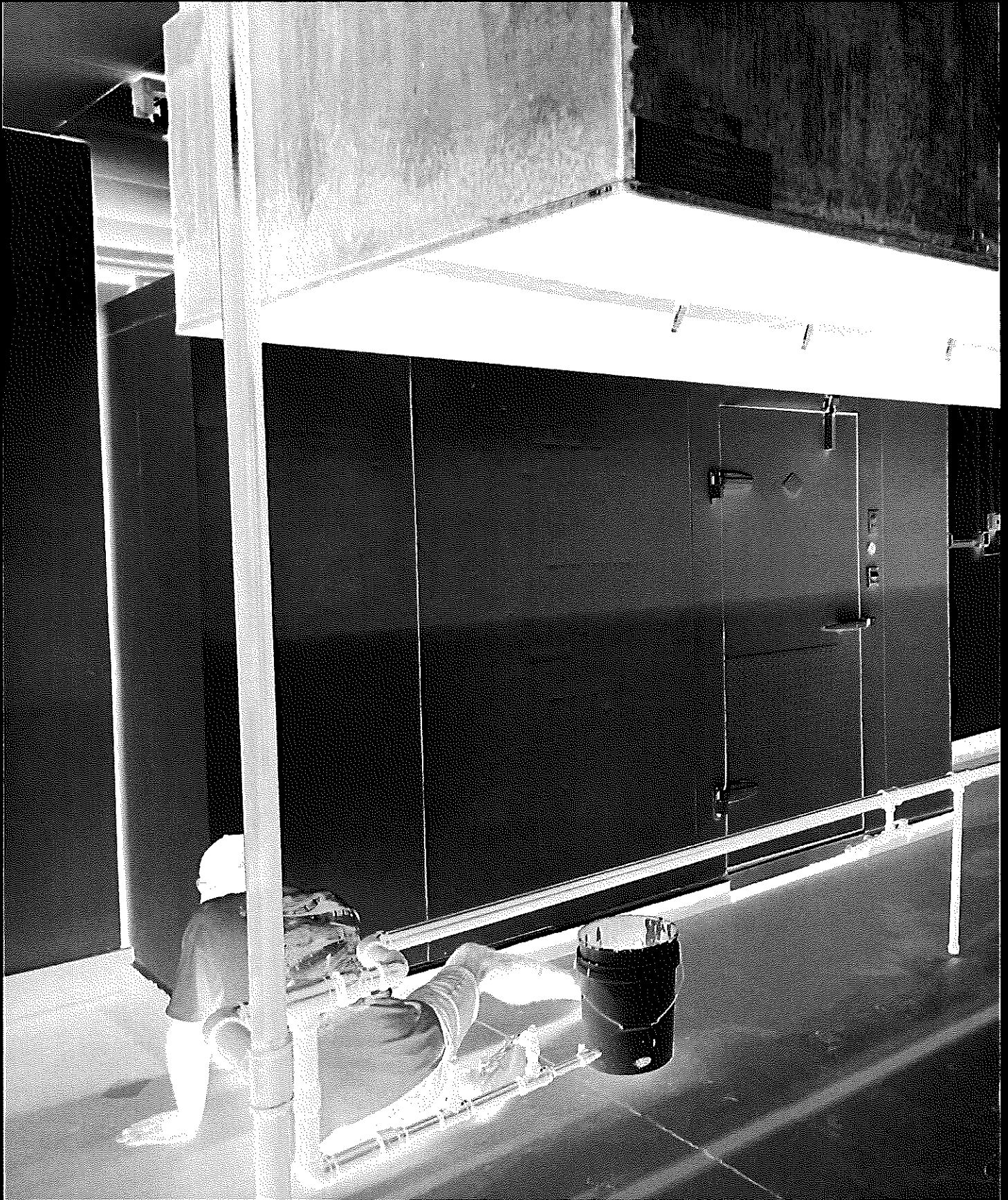
ERT13014880

By signing this artwork you acknowledge that this artwork is final. All errors found from this point forward shall be corrected without a responsibility as the client to ensure that this artwork is correct. PermaCraft Signs will not be responsible for any errors or omissions on signed and finalized this artwork.

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EDP EVALUATION CRITERIA- Alternative Grants & Renovations						
Business Name:	Strouds Barbeque and Grill			Address:	2516 S. Atlantic Avenue	
Business Type:	Restaurant	Vacant Space:	Y/N	Evaluation Date:	6/22/20	Application No.: 12020019
A	Mandatory Criteria-City Planner		Yes	No	Comment	
1	Location in Targeted Area?		X			
2	Targeted Business?		X			
3	If no to #2, is Business Substantially Compliant & Desired As Approved by CC?				NA	
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			
2	Subject to Related Foreclosure, Bankruptcy or Defaults?				To be reviewed prior to disbursement
3	Current Related Code or Ordinance Violations?	X			
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			15 employees
2	Capital investment made?	X			Total investment exceeds \$39,000 – See Table below
3	Desirable business type?	X			
4	Attract desirable new business?	X			
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			
3	R&D-Create effective merchandise mix?			X	Business is not a retail establishment
4	R&D-Substantial positive visual and aesthetic impact to the City?			X	Business is in an existing plaza
5	R&D-Fill vacant retail space?	X			
6	R&D-Increase real property value(s)?	X			
7	R&D-Increase employment opportunities?	X			15 employees have been hired
8	R&D-Complement other development by providing enhanced activities?				
9	Additional City Council Criteria?				

STROUDS BARBEQUE AND GRILL IMPROVEMENT COSTS

IMPROVEMENTS	AMOUNT
Janitorial/Cleaning Services	\$3,250
Kitchen Equipment	\$11,484.79
Point of Sales Station/Kit	\$3,196.65
Renovation	\$17,125
Signage	\$4,832
TOTAL	\$39,888

**CITY OF DAYTONA BEACH SHORES / COMMERCIAL LEASE
DEVELOPMENT / RENOVATION GRANT AGREEMENT FOR
2516 SOUTH ATLANTIC AVENUE**

THIS COMMERCIAL LEASE 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, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the "CITY", and ANP Investments, LLC, of 1925 S. Atlantic Avenue (Unit 510), as the Tenant/Lessee of business property known as the "**STROUD'S BARBEQUE AND GRILL**" located at 2516 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 and is hereinafter referred to as GRANTEE.

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 Lease Development / Renovation Grant (hereinafter, “Grant”) to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant funds, make the following infrastructure, façade and/or beautification improvements to the business property located at 2516 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter, “the property”): an outdoor

dining area including but not limited to the construction of support columns, new ceiling, privacy fence, electrical work, new glass patio door, ADA ramp work and internal and external painting.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF GRANT FUNDS

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

1. The GRANTEE 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 United States government, if any, related to the property, which are obligations of the GRANTEE under the lease agreement for the property, at or before and continuing throughout the period of time which this Agreement is in effect; and

2. The GRANTEE must not be in default of its obligations to any creditor at or before and continuing throughout the period of time of which this Agreement is in effect, specifically including obligations for the cost of the infrastructure, façade and/or beautification improvements for which the Grant is awarded under this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened eviction, lien foreclosure or bankruptcy proceedings at or before and continuing throughout the time of which this Agreement is in effect; and

4. The GRANTEE shall notify the City Manager if the lease is terminated or if GRANTEE has received notice of a default from the Landlord or other creditor; and

5. The GRANTEE 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 and continuing throughout the time of which this Agreement is in effect; and

6. The GRANTEE 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

7. The GRANTEE must not engage in any business other than a business for which the property has been approved by the CITY at or before and continuing throughout the time of which this Agreement is in effect; and

8. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement at or before and continuing throughout the time of which this Agreement is in effect.

9. 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.

10. The GRANTEE 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 and continuing throughout the time of which this Agreement is in effect.

(B) If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy **Development/Renovation** Grant payments suspended pending the cancelation provisions of Section 7 for failure to timely cure the default, if any.

(C). If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a forfeiture and no Grant funds shall be awarded to the GRANTEE, or if already paid, the GRANTEE shall promptly refund to the CITY the amount of Grant funds awarded under this agreement.

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

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE an amount equal to one-half (½) of the total expenditures made by the GRANTEE 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 GRANTEE as determined by the CITY, and for the total amount of Grant funds not exceeding \$20,000.00.

(B) GRANTEE shall produce proof to the City Manager, or his designee, of a minimum 3-year extension of the lease with the Landlord of the property at or before execution of this Agreement; and

(C) GRANTEE shall produce proof to the City Manager, or his designee, of any additional employees added as a result of the infrastructure, façade and/or

beautification improvements under this Agreement during the time of which this Agreement is in effect.

(D) GRANTEE shall complete all infrastructure, façade and/or beautification improvements under this Agreement within one (1) year after the effective date of this Agreement.

(E) Subject to the terms and conditions of this agreement, GRANTOR shall make payments to the GRANTEE as follows:

1. PLACE HOLDED---TO BE DETERMINED BY CITY COUNCIL

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/PAYBACK

(A). In the event of default by the GRANTEE 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.

(C) The GRANTEEE shall be in default of this agreement under any of

the following conditions:

1. The GRANTEE fails to operate the business pursuant to the grant application and business plan provided to the City Council for the consideration of this grant agreement; or

2. The GRANTEE fails to operate the business pursuant to any term or condition imposed by the City Council in the approval of this grant agreement; or

3. The GRANTEE relocates or closes its business location at 2516 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118, at any time during the greater of i) the lease term or lease extension, or ii) the three (3) year period after the receipt by GRANTEE of grant funds,

3. The GRANTEE is in violation of any term or condition in this Agreement.

(D) In the event of a default by the GRANTEE, GRANTEE shall be liable to the CITY for the prompt refund of all grant funds awarded under this Agreement.

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 above 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. For purposes of notice to or by a party, the City Manager, or his designee, shall represent the CITY and Linda Toffolon shall represent

the GRANTEE.

SECTION 9. THE GRANTEE'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 GRANTEE 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 GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE 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 GRANTEE shall promptly provide the CITY with a copy of

any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

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

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 GRANTEE 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 GRANTEE 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 GRANTEE 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:

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

ATTEST:

ANP Investments, LLC - Grantee

Ashley Stroud

2514
STROUDS BBQ

STANDARD LEASE AGREEMENT
TRIPLE NET LEASE

CHRIS PAPPAS REVOCABLE
LIVING TRUST

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COMMERCIAL LEASE

Triple Net Lease

THIS LEASE AGREEMENT ("Lease") is made and entered into this 24th day of March, 2020, in Volusia County, Florida, by and between Landlord and Tenant as Specified in Items 1 and 2 of the Definitions appearing in Section 1.1 hereof. Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain Premises now existing in Landlord's Plaza as described in Item 3 of the Definitions appearing in Section 1.1 hereof, and upon the terms, covenants, and conditions contained herein, together with the nonexclusive license to use the Common Areas subject to such rules and regulations as Landlord shall adopt.

ARTICLE 1

EXHIBITS, PREMISES, USE OF PREMISES, AND TERM

1.1 DEFINITIONS:

The following Items shall be defined or be referred to as indicated below for the purposes of this Lease and the Exhibits attached hereto:

Item 1 - Landlord: PAPPAS DAUGHTERS, LLC
Chris Pappas, Manager
PO Box 1946
New Smyrna Beach, FL 32170

Item 2 - Tenant: Ashley and Jeromy Stroud
ANP Investments, LLC, DBA Strouds Barbeque Grill
1925 S Atlantic Ave., #510
Daytona Beach Shores, FL 32118

Federal ID Number #: 83-3555208

Item 3 - Plaza: The term "Plaza" means all that certain land and all buildings, improvements, equipment, and facilities now or hereafter erected thereon known as ATLANTIC PLAZA, located in the city Daytona Beach Shores, County of Volusia, State of Florida.

Item 4 - Common Areas:
The term "Common Areas" means those areas, facilities, utilities, improvements, equipment, and installations in the Plaza which are from time to time designated by Landlord for the nonexclusive benefit of Landlord and Tenants of the Plaza, their employees, agents, customers, licensees, and other invitees.

Item 5 - Premises Physical Address:
2514 S Atlantic Avenue, Daytona Beach Shores, FL 32118
Storeroom known as Units GHJJ

Item 6 - Use of the Premises: Restaurant

- Item 7 - Lease Term: 5 years
- Item 8 - Lease Commencement: March 20, 2020
Lease Expiration Date: May 31, 2025
- Item 9 - Rent Commencement Date: June 1, 2020
- Item 10- Net Monthly Rent (Section 2.1): \$4,000.00
CAM (waived until January 1, 2021) \$ 00.00
Insurance \$ 176.62
Property Tax: \$ 202.62
Sales Tax 6% \$ 262.75
Total Monthly Rent ("BASE RENT")
due the first day of each month: \$4,641.99
- Item 11- Rent Increases: to begin January 1, 2021
1. January 1 of each calendar year (beginning 2021) Net Rent increases 3% plus CAM and Tenant's proportionate share of Real Property Taxes & Insurance.
2. Rental increases will be negotiated should tenant elect the option below.
- Item 12- Money Paid Lease at execution:
First Month's Rent Due June 1, 2020: \$
Security Deposit \$10,000.00
Total \$10,000.00
- Item 13- Tenant's Participation in Common Area: 24.98%
- Item 14- Tenant's Participation in Real Property Taxes: 24.98%
& Insurance
- Item 15- Notices:
Tenant (address as described in item 2)
Landlord: (address as described in item 1)
- Item 16- Rental or Other Payments Via US Mail:
Pappas Daughters LLC c/o Chris Pappas, Manager
P.O. Box 1946
New Smyrna Beach, FL 32170
- Item 17: Additional Terms: Provided Lessee is not in default hereunder, Lessee is granted 1 consecutive 5 year option to extend said Triple Net Lease. The option shall be exercised by notice from Lessee in writing to Lessor not less than sixty (60) days prior to the expiration of the then current Lease term. The rental amount shall increase from the current amount to a new

negotiated amount that will also include Tenant's proportionate share of CAM, Property Taxes, and Insurance as stated in Item 11.

1.2 PREMISES LEASED BY TENANT: The Premises Leased by Tenant are located in the Plaza set forth in item 3 of the definitions, which Premises are more particularly described in Item 5 and 6 of the Definitions.

1.3 LEASE TERM:

The term of this Lease shall be for the period specified in Item 7 of the Definitions, commencing and expiring as provided in Item 8 of the Definitions, unless sooner terminated or extended as hereafter provided. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, in addition to all increased rental payments as specified in this Lease and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants against Landlord in delivering possession of the Premises to each succeeding Tenant. If the commencement date or the Expiration date falls on any day other than the first of the month, Rent for the month of the commencement date or the month of the expiration date or both, as the case may require, shall be prorated such that Tenant shall pay rent for each said month in an amount bearing the same ratio to a full Monthly Base Rent payment as the number of days during the month that Tenant is in occupancy of the Premises bears to the total number of days in such month

1.4 ACCEPTANCE OF PREMISES:

Tenant acknowledges that it has fully inspected and accepted the Premises in "as is" condition. Any changes and/or improvements to the Premises will be made by the Tenant, at Tenant's expense, with express written approval by Landlord.

1.5 RENEWAL OPTION:

Tenant shall not be entitled to exercise the Option stated Item 17 unless each of the following conditions shall be fully satisfied at the time of its exercise: (1) the Lease shall be in full force and effect; (2) the Tenant originally named in this Lease shall be in possession of the entire Premises; and (3) Tenant shall not then be in default under any of the material terms, provisions, covenants, or conditions of the Lease. In order to exercise the Option, Tenant must notify Landlord in writing, not less than sixty (60) days prior to the Expiration Date of the Lease Term that it intends to exercise the renewal option. If Tenant fails to timely exercise the Option as provided, Tenant shall be deemed to have waived its right to exercise the Option and to occupy the Premises beyond the original Term of the Lease.

1.6 TENANT'S WORK:

Upon delivery of possession of the Premises by Landlord, Tenant will proceed with due diligence, at its own expense, to perform all work and supply all installations and to fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor and wall coverings, exterior signs and special equipment and other items of construction and personal property necessary for the completion of the Premises and the proper operation of the Tenant's business therein.

Prior to commencing any interior improvements within the Premises, Tenant must submit to Landlord leasehold and improvement plans detailing the build out to be performed within the Premises and such

requested improvements shall be subject to Landlord's written approval. Tenant's work shall be performed with materials of good quality and in a proper workmanlike manner and all items installed by Tenant shall be new. The approval by Landlord of such plans and specifications shall not constitute the assumption of any liability on the part of the Landlord for their accuracy or their conformity with requirements of any building code or other municipal governmental regulation or ordinance and Tenant shall be solely responsible for such plans and specifications and compliance of Tenant's Work with all governmental requirements prior to commencement for any work upon the Premises by Tenant, Tenant shall deliver to Landlord a certificate of public liability insurance and property damage insurance meeting the Requirements of Article 6 hereof, naming Landlord as additional insured and evidence of Workman's Compensation and Builder's Risk coverage in such amounts as are required by law and are acceptable to Landlord. From and after the date of delivery of possession of the Premises, Tenant shall observe and perform all its obligations under this Lease, including without limitation, payment of all utility charges, but excluding its obligations to pay Base Rent and Additional Rent, which are payable from and after the Rent Commencement Date.

1.7 TENANT ESTOPPEL CERTIFICATE:

From time to time and within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord or to such other party as may be designated by Landlord a certificate in a form as acceptable to the Landlord, stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicate in such certificate; that all conditions and agreements hereunder to be performed by Landlord have been satisfied or performed; that Tenant is not in default in the payment of rent or any of the other obligations required of Tenant hereunder; and that Tenant has paid Base Rent, Additional Rent and any other amounts to be paid by Tenant as set forth hereunder as of the date set forth in the certificate.

ARTICLE 2 RENT

2.1 BASE RENT

a. Commencing on the Rent Commencement Date and continuing through the full Term of this Lease, Tenant shall pay to Landlord, without notice, demand, reduction, setoff or any defense, a Total Monthly Rent ("Base Rent") as specified in Item 10 of the Definitions. No monthly installments, however, will be paid more than one month in advance. In addition, Tenant covenants and agrees to pay Landlord all applicable sales tax, proportionate share of property tax, and any other taxes that may be imposed on the above specified rents, payments, or property.

b. As used herein, "Rent" shall include Monthly Rental, Additional Rent, Advance Rent, all applicable sales tax, Tenant's Share of Operating Costs, Tenant's proportionate share of insurance, property tax and any other taxes that may be imposed on the Plaza, and other additional charges or sums payable to Landlord hereunder.

c. "Additional Rent" means all sums of money to be paid by Tenant under the terms of this Lease with the exception of Monthly Rent including without limitation Tenant's proportionate share of Operating Costs, Real Property Taxes, insurance and any other taxes that may be imposed on the Plaza.

2.2 RENT ADJUSTMENTS

The amount of monthly rental installments under Paragraph 2.1 shall be increased January 1 of each year including, if applicable, and 'extension terms', by an amount equal to three percent (3%) of the fixed monthly rent for the preceding year.

2.3 OPERATING COSTS FOR COMMON AREA MAINTENANCE:

a. Tenant shall pay to Landlord, as Additional Rent, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, operating, and insuring the portions of the Plaza which are the responsibility of the Landlord hereunder, hereinafter called "Operating Costs," including, without limitation, the total costs of operating, repairing, lighting, cleaning (including without limitation dumpster rental or purchase and trash removal), maintaining or replacing awnings, painting, resurfacing, striping, sweeping, janitorial services; maintenance and repair of sidewalks curbs and shopping center signs and other markers and bumpers; lawn care, maintenance and pesticide costs; maintenance and repair of lighting systems, storm drainage systems and water retention; maintenance and repair of sprinkler and irrigation systems; securing, managing and insuring the Plaza (including without limitation, liability insurance for personal injury, wrongful arrest or detained, death and property damage; insurance and extended coverage against fire, theft, flood or other casualty; rent insurance; Workman's Compensation; and fidelity bonds for personnel) and all increases in real estate and other taxes, public charges, and assessments of whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Plaza and the rents there from, including but not limited to all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied, charged, or assessed against the Plaza by any lawful taxing authority whether federal, state, county, municipal, school, or otherwise (other than income, inheritance, and franchise taxes thereon); and the cost of seeking a reduction in any utility charges, governmental levies, charges or assessments, or other components of Operating Costs, including but not limited to attorney fees or consultant fees. Landlord agrees to use good faith and due diligence to keep Operating Costs of the Plaza competitive with similar Plazas in the locality of the Plaza.

b. Tenant's proportionate share of Operating Costs shall be charged and prorated to the Tenant based upon the square footage of this Lease proportioned to the total square footage in the Plaza in the Percentage set forth in Item 13 of the Definitions. Tenant shall pay its proportionate share of Operating Costs, together with all applicable sales taxes thereon, in monthly installments, without demand, deduction, or setoff along with monthly payments of Rent in such amounts as are, from time to time, estimated by Landlord. Estimates shall be revised not less than annually on the basis of actual Operating Costs for the preceding year of operations. Should Operating Costs be underestimated, Tenant shall pay any deficiency along with the payment of Monthly Rent next due and thereafter pay its adjusted proportionate share of Operating Costs in equal monthly installments as herein provided

2.4 MONEY DUE AT LEASE EXECUTION:

Upon the Execution of this Lease, the Tenant shall pay Landlord the first month's rent, inclusive of applicable sales tax and Operating Costs, and the Security Deposit, the same to be held as security for the performance by Tenant of all obligations imposed under this Lease that Tenant is required to perform prior to commencement of the term. If Tenant shall fail to perform such obligations for a period

of five (5) days after written notice from Landlord, Landlord shall be entitled to apply this Advance Rent against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. Otherwise, if Tenant shall faithfully perform all such obligations and leave no damage at termination of the lease, then the Advance Rent shall be applied by Landlord against the Base Rent and Additional Rent first becoming due hereunder. No right or remedy available to Landlord as provided in this paragraph shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

2.5 PENALTY FOR LATE PAYMENTS:

Rent is due on the first day of each month before close of business, or 5:00 p.m. If Tenant fails to pay rent for the month by 5:00 PM on the fifth day of that month, then Tenant shall pay as penalty, in addition to the rent, a sum equal to ten (10%) percent of the monthly installment of rent. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Late charges are deemed Additional Rent. Tenant will also pay to Landlord on demand, interest at the rate of eighteen percent (18%) on all overdue installments of Rent and on overdue amounts of any other monetary obligations of Tenant, in each case from the due date thereof until paid in full.

ARTICLE 3 SECURITY DEPOSIT

3.1 PURPOSE OF DEPOSIT

The Security Deposit in the amount as provided for in Item 12 of the Definitions shall be held by Landlord as security for the payment of rent agreed to hereunder, for the reimbursement of and expenses or damages caused by Tenant and as security for the full performance of every provision of this Lease by Tenant. Security deposit shall not be deemed advance rent and the payment of the Security Deposit shall not relieve Tenant of its obligation to pay all Rent and other sums required by this Lease.

3.2 HOLDING DEPOSIT

The Tenant waives irrevocably the benefit of any provision of law that requires the security to be held in escrow or by a third party. The Landlord will hold the security in a non-interest-bearing account.

3.3 APPLICATION OR RETENTION OF DEPOSIT

If the Tenant defaults on any of the terms, conditions or provisions of this Lease, including but not limited to the payment of rent and additional payments, the Landlord may apply or retain all or part of the security deposit to the extent required to pay the delinquent rent or additional payments or to reimburse the Landlord for all sums incurred to expended because of the Tenant's default. Reimbursable sums include but are not limited to any damages or deficiencies that result from re-letting the Leased Premises. Such damages or deficiencies are reimbursable to the Landlord regardless of whether they occur before or after the Landlord's summary proceedings or other reentry. If the Landlord applies or retains any part of the security deposited, the Tenant shall deposit with the Landlord an equal amount to replace that which has been applied or retained so that the Landlord has

a full deposit at all times during the terms of this Lease. The replacement amount is payable on the Landlord's demand.

3.4 RETURN OF DEPOSIT.

If the Tenant complies fully with all the terms, provisions, covenants, and conditions of this Lease, the Landlord must return the security deposit to the Tenant after the date on which the Lease terminates. Tenant must first deliver possession of the Leased Premises and all keys to the Landlord and Landlord must conduct an inspection of the Lease Premises and find that no damage, less reasonable wear and tear, has been done to the premises. Upon the vacating of the Lease Premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or the Landlord shall have thirty (30) days to give the tenant written notice by certified mail to the Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim.

ARTICLE 4 **TENANT AGREEMENTS AND COVENANTS**

4.1 USE OF PREMISES:

a. Tenant shall use, occupy and operate the Premises solely for the purpose as specified in Item 6 of the Definitions and for no other purpose or purposes without the Landlord's prior written consent and under the above Trade Name and no other. Tenant covenants to occupy the premises without delay upon the Commencement Date and shall continuously operate during the entire term of this Lease. Tenant shall operate 100% of the Premises and cause its business to be conducted and operated in good faith, in a lawful manner, and in such as shall assure the transaction of the maximum volume of business in and at the Premises. Tenant shall conduct its business in the Premises during regular customary days and hours for such type of business in the Plaza and will keep the Premises open for business during the same days, nights and hours agreed upon. If Tenant fails to perform any of the above, Tenant shall be in default of this Lease.

b. If Tenant receives notice that the Premises are ready for occupancy and thereafter fails to take possession and to open the Premises for business fully fixtured, stocked and staffed within the time herein provided, then Tenant shall be in default of this Lease.

c. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, or regulations affecting the Premises or any party thereof, or the use thereof, including but not limited to, those which require the making of any structural, unforeseen or extraordinary changes; and (ii) all rules, orders and regulations of the Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

d. NO PETS are allowed to live or stay on the Premises at any time. Tenants shall not bring pets to keep inside units during or before/after business hours or on any part of the Plaza Premises at any time. Only Service Animals, as specifically defined by the Americans with Disabilities Act, are exempt from this rule.

4.2 PAYMENT OF RENT:

Tenant hereby covenants and agrees to pay each installment of Total Monthly Rent as it shall become due without notice or demand by Landlord.

4.3 MAINTENANCE OF PREMISES:

a. Tenant will maintain at its own expense the Premises and every part thereof in as good repair as at the time of the execution of this Lease Agreement, reasonable wear and tear excepted including all interior and exterior signs, equipment listed on a Schedule attached to this lease, windows, doors, locks, water pipes, plumbing fixtures, electrical lines and fixtures, interior painting and other such items; to flatten all boxes and other containers before placing them in the common rubbish bin; the sidewalk and parking area adjacent to Tenant's space to be kept clean and free of Tenant's rubbish and debris and in such condition as may be required by the regulations of any municipal, state, or governmental authority without any abatement of rental.

b. Tenant shall, upon written request from Landlord, provide maintenance information, logs and/or receipts for maintenance performed upon equipment and sign within three (3) days. Should Tenant fail to produce the requested maintenance information, Landlord may schedule an inspection of the equipment and/or sign. Any charges associated with such maintenance inspection and any necessary repairs shall be paid by the Tenant.

c. Tenant will at its own expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like or better grade and quality and according to relevant Building Codes; (d) maintain the Premises in a clean, orderly, and sanitary condition and free of insects, rodents, vermin, and other pests; (e) keep any garbage, trash, rubbish or other refuse in tamper and rodent-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish, and refuse removed from the Plaza on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises or to adjacent units; (h) comply with all laws, ordinances, rules, and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) keep Premises sufficiently heated to prevent freezing in the water pipes; (k) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all Tenants in the Plaza; (l) conduct business in all respects in a dignified manner in accordance with high standards of operation.

d. Tenant will not: (i) place or maintain any merchandise, trash, refuse, or other articles in any vestibule or entry of the Premises, on sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, sidewalk, parking area or any other Common Areas; (ii) use or permit the use of objectionable advertising medium such as, without limitation, flashing lights, speakers, or phonographs; (iii) permit undue accumulations or burn garbage trash or refuse within or outside of the Premises; (iv) solicit business in the parking or common areas; (v) permit the parking of vehicles so as to interfere with the driveway, sidewalk, parking area or other

Common Areas; (vi) use the Common Area or sidewalk for the sale or display of merchandise or for any other business occupation, or undertaking; (vii) affix, display or inscribe signs, placards, pictures, advertisements, names, or notices to the outside of the Plaza; (viii) allow animals to enter or remain within the Premises or any part of the Plaza.

4.4 - PARKING AND OTHER OUTSIDE AND COMMON AREAS:

a. The space leased by the Tenant is part of a larger property containing a common parking area. The Tenant shall have the non-exclusive right to the use of the parking area in common with all other Tenants, said use to be subject to the general rules and regulations as may be established by the Landlord from time to time governing the use of the parking and other outside areas. Landlord will operate and maintain or cause to be operated and maintained the parking lot and common areas in a manner deemed by Landlord to be reasonable and appropriate. Landlord will have the right to (a) establish, modify, and enforce reasonable rules and regulations with respect to the Parking and Other Outside and Common Areas; (b) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Parking and Other Outside and Common Areas; (c) enforce parking charges; (d) close any portion or all areas of said Parking and Other Outside and Common Areas; (e) to do and perform such improvement or other acts in and to said areas as Landlord determines to be advisable.

b. No other than permitted size of vehicles may be parked in the Common Area without the written permission of the Landlord. Lessee shall not service or store any vehicles in the common area. The common areas are not to be utilized for promotional events without the permission of the Landlord.

c. Tenant and its employees shall park their cars only in such areas designated for that purpose by Landlord. If Tenant or its employees shall fail to park their cars in the designated parking areas, then without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord, after giving notice to Tenant, shall have the right to charge Tenant, as Additional Rent, the sum of Ten Dollars (\$10) per day per car parked in violation of the provisions of this paragraph.

4.5 UTILITIES

a. Payment: Tenant hereby agrees and covenants to pay all charges for water, electricity and gas furnished to the Premises. Tenant also agrees to pay his proportionate share of the trash, sewer, and water service according to Tenants percentage of the entire leasable property. This amount shall be considered Additional Rent and is due with the Total Monthly Rental payments on the first of each month. Tenant shall reimburse Landlord for the cost of repairing any damage caused to any water line, sewer line, electrical or telephone line, conduits or pipes, whether such constitute a part of the Premises or are situated elsewhere within or outside the building which damage is caused by Tenant or Tenant's employees, agents, servants, invitee or contractors.

b. Landlord shall not be liable for any interruptions or the curtailment in utility services due to causes beyond the reasonable control of Landlord or due to Landlord's alteration, repair or improvement of the Premises or the Plaza.

c. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, duct work or sprinkler systems where necessary, though, in or beneath the Premises and to maintain the same in a manner which does not unduly interfere with the Tenant's use thereof.

4.6 INSPECTION BY LANDLORD:

Tenant hereby covenants and agrees to permit Landlord or his authorized agent to inspect the Premises at any time, to accompany or send prospective Tenants or purchasers through the Premises, to make improvements and during the last month of the term to post and maintain "For Rent" notices thereon. If upon Landlord's written request Tenant does not within two (2) business days make the Premises available for inspection by Landlord during normal business hours, then Landlord may at Tenant's expense have a key made and enter the demised Premises for such purpose.

4.7 POSSESSION

Tenant hereby covenants and agrees to vacate the Premises and to return all keys directly to Landlord upon the expiration of the term without notice, leaving the Premises clean and without leaving furniture, furnishings, or equipment behind. Tenant acknowledges that failure to remove any such items or to return the keys when Tenant is in default under any clause of this lease may cause Landlord to be uncertain as to whether Tenant has abandoned the same or not. In that event, unless Tenant supplies Landlord with a written statement of his intentions.

Landlord may in his sole discretion and without liability to Tenant determine if there has been an abandonment of the Premises by the Tenant. Tenant understands this is a non-smoking Facility and that smoking of any tobacco or non-tobacco product within any area of the Building, including Tenant's Premises is strictly prohibited.

ARTICLE 5 ALTERATIONS, REPAIRS AND MAINTENANCE

5.1 ALTERATIONS BY TENANT

Tenant shall not make any alterations to the Premises (including but not limited to alterations to the exterior, the storefront, signs, and/or utility lines or systems within or serving the Premises) nor secure any fixture or apparatus without Landlord's prior written approval and at Tenant's own expense. Tenant shall promptly remove upon order from Landlord any decoration or alteration made or installed upon the Premises without Landlord's prior written approval. All alterations, fixtures, betterments and improvements made to or installed upon the Premises shall remain upon the Premises and shall become Landlord's property upon the expiration or earlier termination of this Lease unless Landlord shall require Tenant to restore the Premises to its original condition. Tenant agrees to pay 100% of any increases in real estate taxes resulting from such improvements. Landlord is to approve the weight, size, and location of safes or heavy equipment, furniture, or other articles which may be moved in, about, or out of the Building or premises only at such times and in such manner as Landlord shall direct and, in all events, however, at Tenant's sole risk and responsibility.

Tenant shall deliver to Landlord a copy of the plans and specifications for all alterations, physical additions or improvements that Tenant proposes to make in or to the Premises. All such improvements or alterations shall be made at Tenant's expense, by a licensed contractor approved by Landlord and in

conformity with plans and specifications approved by Landlord. Tenant agrees to make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations,, improvements, changes, and other work done by Tenant in or to the Premises and further agrees to indemnify, save harmless and defend Landlord from and against any and all expenses incurred by Landlord as a result of any mechanic's, material man's, laborer's or other statutory or common law liens that may be asserted, claimed or charge against all or any part of the Property, arising out of work performed at the direction of the Tenant.

5.2 REPAIRS AND MAINTENANCE BY TENANT:

Landlord shall be responsible for the roof of the Premises and the parking lot, replacement of the exterior walls, water and sewer lines to the Premises and the foundation of the Premise and the Plaza, provided that Tenant shall give Landlord written notice of the necessity for such repair as same affects the Premises.

Tenant shall be responsible for all other janitorial service, repairs and maintenance, including without limitation, to keep the interior of the Premises, together with the storefront and all windows, signs, equipment, plate glass and doors of the Premises, and all electrical, plumbing; water lines; toilets, sinks and drains; sprinkler systems and any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good working order and repair, at Tenant's expense. Tenant shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused. In the event Tenant fails to make such repairs, Landlord may, at its option, but need not, make same and Tenant agrees to pay Landlord as Additional Rent the cost thereof promptly upon demand by Landlord. Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring that may be requires in connection with Tenant's apparatus, equipment or fixtures. Tenant shall obtain insurance on property. If Tenant is unable to obtain insurance due to the federal pacific electrical panel, Landlord and Tenant must split the cost of replacing the panel equally

Landlord is not responsible for any Laundry Equipment necessary to the operation of the laundromat. Tenant shall, at its own expense, maintain the laundry equipment during this lease terms and any renewals or extensions. Tenant shall make repairs to all laundry equipment within reasonable time after Lessee is aware of the need for repairs. Tenant shall regularly maintain the laundry equipment. Tenant shall pay for all repairs to all laundry equipment damaged by normal wear and tear, vandalism, malicious mischief, or the intentional or unintentional act of any person.

5.3 LIENS:

Tenant hereby indemnifies Landlord against and shall keep the Premises and the Plaza free from liens for any work performed, material furnished, or obligations incurred by the Tenant. Should liens or claims be filed against the Premises or the Plaza by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by bond or otherwise within ten (10) days after filing. In the event such lien is not removed within the time set forth herein, the Landlord, at its sole option, may immediately take all action necessary to release and remove such lien. All sums, costs and expenses, including reasonable attorney's fees and costs incurred by the Landlord in connection with such lien shall be deemed Additional Rent and shall be immediately due and payable. In accordance with the applicable

provisions of the Florida Construction Lien Tax and specifically Florida Statutes, Section 713.10, no interest of Landlord whether personally or in the Premises, or in the underlying land or Plaza of which the Premises is a part, or the leasehold interest of aforesaid shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord in the Premises or in the Plaza, and all mechanics, material men, contractors, artisans and other parties contracting with Tenant or its representatives or privies as to the Premises or any part of the Premises are hereby charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during this Lease term. The forgoing provisions are made with express reference to Section 713.10 of the Florida Statutes. The Tenant agrees to execute a short form lease embodying this provision for recording in the public records of the county in which the Premises is located.

5.4 SIGNS AND DISPLAYS:

Except for the sign provided by Landlord on the front facade of the building, Tenant shall not place or have placed or maintained on the exterior of or within the Premises, the Common Areas, or at any other location within the boundaries of the Plaza any sign, awning or advertising without the prior written consent of the Landlord. Landlord shall have the exclusive right to use the roof and Tenant shall not affix any sign to the roof of the Premises. Tenant will install and maintain at all times, subject to other provisions of this Section, displays of merchandise in the show windows, (if any) of the Premises. All articles, displays, signs or other similar promotion materials and the arrangement, style, color and general appearance thereof in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Plaza, as determined by Landlord. Landlord reserves the right to require Tenant to correct any nonconformity.

5.5 SIDEWALKS:

Tenant agrees that it shall keep the sidewalks immediately abutting the Premises free from obstructions of all nature, properly swept, and debris removed therefrom.

ARTICLE 6 INSURANCE AND INDEMNITY

6.1 LIABILITY INSURANCE:

Tenant shall maintain at its sole expense during the term hereof, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, per occurrence, specifically including liquor liability insurance covering the consumption of alcoholic beverages purchased or received from Tenant, if the sale or distribution of alcoholic beverages is permitted in the Premises. Such policy shall ensure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. Tenant shall also keep in force insurance against loss or damage to plate glass in or on the Premises and fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures furnishings and other personal property. The Landlord shall be named as an additional insured on any such policy. All such policies shall be written by companies reasonably satisfactory to the Landlord, and Tenant will cause such insurance policies to name

Landlord as additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workman's Compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord within ten (10) days of commencement of the term. Should Tenant fail to affect the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event Tenant shall pay all sums so expended to Landlord as Additional Rent promptly upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it shall provide to Landlord at least thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled.

6.2 INCREASE IN INSURANCE PREMIUM:

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Plaza or which will prevent Landlord from procuring such policies in companies acceptable to Landlord.

If anything done, permitted to be done, or suffered by Tenant to be kept in, upon or about the Premises shall cause the premium or rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Plaza to be increased beyond the Base rate from time to time applicable to the Premises or to any such other property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of any such increase promptly upon Landlord's demand.

6.3 INDEMNIFICATION:

Tenant hereby agrees to indemnify and hold Landlord, its partners, trustees, officers, directors, shareholder, beneficiaries, agents, and employees harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through, or under Tenant due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, from any acts or omission of co-Tenants or other occupants of the Plaza. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Plaza as Tenant is herein given the right to use, at Tenant's own risk. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the willful misconduct or gross negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Section 5.1 hereof.

ARTICLE 7

DAMAGE DESTRUCTION OR CONDEMNATION

7.1 CASUALTY

Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty and such damage does not equal or exceed forty percent (40%) of the replacement cost thereof, the damages shall be repaired by Landlord within a reasonable amount of time, to the extent of the insurance proceeds available therefore, to the condition of the Premises as originally delivered to Tenant. Tenant at its sole expense shall restore thereto all work and improvements originally installed or performed by Tenant immediately upon the completion of Landlord's work or simultaneously with such work to the extent practicable. If the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent. If; (a) Premises is damaged to the extent of more than forty percent (40%) of the replacement cost thereof; or (b) the Plaza is damaged by fire or other insured casualty to the extent of twenty-five percent (25%) or more of the replacement cost thereof; or (c) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety days (90) of the date of such damage; or (d) the Premises is damaged or destroyed during the last thirty percent (30%) of the term of this Lease, then Landlord may at its sole option terminate this Lease by written notice to the Tenant. Landlord shall notify the Tenant of its election to terminate within thirty (30) days following its receipt of notification of the availability of insurance proceeds for such repairs or restoration. If Landlord does not elect to terminate this Lease, it will commence repairs or restoration to completion with due diligence

If Landlord should elect or be obligated pursuant to this Paragraph 6.1 to repair or rebuilt because of damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this lease unless Tenant, within fifteen (15) days after demand therefore, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of insurance available for such purpose.

Upon the termination of this Lease pursuant to the provisions of this Paragraph 6.1, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premise to Landlord, except for items that have theretofore accrued and are unpaid. In the event of such termination, all of Tenant's insurance proceeds covering Tenants leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord.

ARTICLE 8

DEFAULT

8.1 DEFAULT BY TENANT:

Tenant shall be in default under this lease if any of the following events shall occur:

- (a) Tenant fails to pay all rent when due or without notice within (5) days
- (b) Tenant fails to pay any additional rent due;
- (c) Tenant defaults in fulfilling any of the covenants or obligations of this Lease and such default has not been cured within five (5) days after written notice from Landlord. If the default so specified shall be of a nature that the same cannot be reasonably cured or remedied within said five (5) day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within the five day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than thirty (30) days after notice from Landlord;

- (d) Tenant fails to properly maintain or provide proof of regular maintenance of any/all equipment listed on the Schedule attached to this Lease and incorporated herein.
- (e) Tenant refuses and/or fails to cooperate with Landlord's request to inspect the premises.
- (f) Tenant fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord;
- (g) Tenant commits an act in violation of this Lease which Landlord has previously notified
- (h) Tenant to cease more than once in a year;
- (i) Tenant becomes bankrupt, insolvent, or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has taken action against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all occurrences in this paragraph shall be deemed a default on account of bankruptcy for purposes hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease);
- (j) Premises; Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefore against the Premises or Plaza;
- (k) The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's property, or the attachment, execution or other judicial seizure of all or substantially all, of Tenant's located at the premises.
- (l) Tenant causes or fails to perform a duty or abide by any law or regulation and exposes Landlord to litigation, attorney's fees and costs or any costs not the fault of Landlord.

8.2 ACCELERATION OF RENTAL OR TERMINATION OF LEASE:

Upon such default as stated in, but not limited to, Paragraph 8.1, Landlord may elect to declare the entire rent for the balance of the term, or any part thereof, due and payable, or at the option of the Landlord, the Landlord may elect to terminate this lease by written notice to Tenant on the date specified in such written notice, whereupon Tenant shall quit and surrender the Premises to Landlord as if the term herein ended by expiration of the time fixed herein but Tenant will remain fully liable as hereinafter provided. Further, upon such default, whether or not Landlord shall elect to terminate this lease. Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost to or for the account of Tenant, all without service of notice or resort to legal process, all of which Tenant expressly waives, and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to Landlord's lien now or that may hereafter be provided by law.

8.3 LANDLORD'S RIGHTS ON DEFAULT:

If Tenant is in default of this Lease as provided in Paragraph 8.1, and if Landlord does not terminate this Lease as provided in Paragraph 8.2, then Landlord may give Tenant notice of that default. If Tenant fails to cure a default in the payment of rent or additional rent within three (3) days or fails to cure any other default within five (5) days after notice is given, the Landlord may:

- (a) Landlord may retake possession of the Premises for the account of Tenant and may reenter the Premises, by summary proceedings or otherwise, and attempt to re-let the Premises, or any part thereof, as Tenant's agent, in the name of Landlord, or otherwise to any Tenant and upon such terms and

conditions and for any use or purpose and for a term shorter or longer than the balance of the term of this Lease, all as Landlord may deem appropriate.

(b) Landlord may retake possession of the Premises, or any part thereof, on its own behalf, without thereby relieving Tenant from liability for damages accruing prior to or after such retaking.

(c) Landlord may elect not to seek to re-enter any portion of the Premises, without waiving its right to do so at any future time or its right to collect the rent due hereunder as and when the same shall become due, together with all other expenses incurred by Landlord in regaining possession and to continue to hold Tenant fully liable for all of its obligations hereunder until such time, if any, as Landlord re-lets same and the Premises are occupied by such successor, it being understood that Landlord shall have no obligation to mitigate Tenant's damages by re-letting the Premises. Upon reletting, sums received by Landlord from such new lessee shall first be applied to payment of costs incident to reletting. Any excess or residue shall belong to the Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum owing by Tenant. Landlord may, at any time and from time to time sue for any deficiencies from time to time remaining after the application from the proceeds of any reletting under this paragraph.

(d) Landlord may treat the default as an anticipatory breach of the Lease and, in addition to retaking possession, may bring an action immediately for all damages resulting there from.

(e) In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity including injunction relief, to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided for.

Notwithstanding anything in the Lease to the contrary, Landlord reserves all rights which any state or local laws, rules, regulations or ordinance confer upon a Landlord against a Tenant in default. This article shall apply to any renewals or extensions of this Lease. If the default is of such a nature that it cannot be completely cured within ten days, the Landlord may terminate this Lease only if the Tenant fails to proceed with reasonable diligence and in good faith to cure the default.

8.4 EXPENSES:

If Tenant shall default in the performance of any provision of this Lease on its part to be performed or observed or if Landlord takes any action or institutes any legal proceeding to enforce the terms of this Lease, to recover possession of the Premises, or to recover any sum due under this Lease, then Landlord shall be entitled to recover all forms of damages, fees, costs and expenses incurred hereby, including without limitation, attorney's fees and expenses incurred in pretrial, trial, and appellate proceedings. Such damages, fees, costs and expenses shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord upon demand.

8.5 NON-WAIVER PROVISIONS:

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, covenants herein contained except as may be expressly waived in writing.

8.6 ACCORD AND SATISFACTION

If the Tenant pays or the Landlord received any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier

payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Landlord may accept any check or payment without prejudice to the Landlord's right to recover the balance due or to pursue any other available remedy.

ARTICLE 9 TRANSFERS, ASSIGNMENTS AND SUBLETTING

9.1 ASSIGNMENT AND SUBLETTING:

Tenant shall not, either voluntarily or by operation of law, sell assign, hypothecate or otherwise transfer, mortgage, pledge, encumber, or permit any lien to attach to this Lease, or sublet the Premises or any part thereof (all the forgoing collectively referred to as "Transfer") without the prior written consent of Landlord, which consent Landlord or withhold in its sole and absolute discretion. Any requests by Tenant to transfer this Lease must be presented in writing to Landlord and must include all terms of the agreement and any payments that the agreement may involve and a financial check of the prospective applicant. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfer has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this paragraph. Any attempted Transfer shall be void ab initio and Tenant shall remain primarily liable upon this Lease and shall not be release from performing any of the terms, covenants and conditions of this Lease.

9.2 LANDLORD'S RIGHT TO COLLECT RENT FROM ANY OCCUPANT

If the Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Leased Premises, or if the Tenant assigns this Lease, the Landlord may collect rent from the assignee, subtenant, or occupant. The Landlord may apply the net amount collected to the rent required under this Lease. The Landlords' collection of the rent does not waive the covenant against assignment and subletting under Paragraph 9.1. Nor does it constitute the Landlord's acceptance of the assignee, subtenant, or occupant as a tenant, nor the Landlord's waiver of the Tenant's further performance of the covenants contained in this Lease.

ARTICLE 10 SUCCESSION TO LANDLORD'S INTEREST

10.1 ATTORNMENT:

Tenant shall atom and be bound to any of Landlord's successors under all terms, covenants and conditions of this Lease for the balance of the remaining term.

10.2 SUBORDINATION:

This Lease shall be subordinate to the lien of any mortgages, deeds of trust or security agreements ("Mortgages") or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Plaza, any portion thereof, or upon any buildings hereafter placed upon the land upon which the Premises are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

10.3 INSTRUMENT EVIDENCING SUBORDINATION AND ATTORNMENT:

The aforesaid provisions of Paragraphs 10.1 and 10.2 shall be self-operative and no further instruments evidencing them shall be required. Tenant covenants and agrees, however, to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgages or other such financing as shall be desired by Landlord and any mortgages or proposed mortgagees, and/or attorning to a subsequent Landlord, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument(s) within ten (10) days after written notice to Tenant to do so.

10.4 MORTGAGEE'S APPROVAL:

If any mortgagee or beneficiary under a deed of trust or security agreement ("Mortgagee") of the Plaza requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within ten (10) days after Landlord's request therefore, provided said request is made at least ten (10) days prior to delivery of possession. Upon cancellation by Landlord, this Lease shall be null and void and Landlord shall not be liable to Tenant for damages or otherwise by reason of such cancellation.

ARTICLE 11
SURRENDER OF PREMISES

11.1 SURRENDER:

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in "broom clean" condition and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures, walls or other personal property placed in the Premises. All original equipment and fixtures and any other items that were there originally are to be in good repair and clean upon termination of the premises.

11.2 WRITTEN ACCEPTANCE:

No act or thing done by the Landlord, agent or employee of the Landlord, during the Lease term shall be deemed to constitute an acceptance by the Landlord of a surrender of Premises unless such intent is specifically acknowledged in writing signed by Landlord.

11.3 HOLDING OVER:

Tenant shall not occupy the Premises after the Expiration Date without the Landlord's written consent. If, after the Expiration Date, Tenant remains in possession of the Premises with the Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only upon all the provisions of this Lease (except as to term and Base Rent). Monthly installments of Base Rent payable by the Tenant during this period shall increase to One Hundred Twenty Five Percent (125%) of the monthly Base Rent payable by the Tenant in the final month of the Term. Such monthly rent shall be payable as set forth herein.

ARTICLE 12
MISCELLANEOUS

12.1 ATTORNEY FEES:

If at any time by reason of the failure of Tenant to keep and perform any covenant or agreement which under the terms of this lease said Tenant is bound and obligated to keep and perform, it becomes necessary for Landlord to employ an attorney at law to protect Landlord's rights and interests in the property demised or to enforce the Lease or proceed under it in any particular, then in any such event, Tenant shall owe and shall pay unto the Landlord within ten (10) days after written notice thereof, any reasonable fees for attorney incurred or expended by Landlord in the protection of Landlord's rights and interests and if costs of court are also incurred then Tenant shall also in the same manner pay such costs.

12.2 ENTIRE AGREEMENT OF THE PARTIES:

This Lease Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties or representation between the parties other than those as herein provided for.

12.3 OBLIGATIONS OF PERSONS OR PARTIES UNDER THIS LEASE

If more than one person or party signs this Lease, each person is fully and personally obligated to keep all of the promises made in this Lease, including the promise to pay the full amount owed. Any person or party who is a guarantor, surety or endorser of this Lease is also obligated to do these things. Any person or party who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Lease, is also obligated to keep all of the promises made in this Lease. The Landlord may enforce its rights under this Lease against each person individually or against all of us together. This means that any one of the Lease signers may be required to pay all of the amounts owed under this Lease.

12.4 SEVERABILITY

In the event any provision of this Lease to any extent is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and the Lease and its provisions shall be valid and enforceable to the full extent permitted by law.

12.5 WAIVER

No waiver by Landlord of any provision on this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreements by Landlord to accept Tenants surrender of the Premises shall be valid unless in writing.

12.6 RIGHT OF ENTRY

Landlord shall have free access to the Premises at all reasonable times to inspect same and to make such repairs, additions, improvements, changes or alterations to the Premises or the Plaza as Landlord may elect to make. Tenant agrees that on and after ninety (90) days preceding the expiration date of

the term hereof, Landlord or its agent shall have the right to show the Premises to potential Tenants and to place notices offering the Premises for Lease on any part of the Premises.

12.7 SUCCESSORS AND ASSIGNS

Except as otherwise proved herein, this Lease shall be binding and inure to the benefit of the parties hereto and their respective heirs, personal representative, executors, successors and assigns.

12.8 SURVIVAL OF OBLIGATIONS

The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease and any indemnification obligations of Tenant shall survive the expiration or other termination of this Lease.

12.9 LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Plaza and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Plaza. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Plaza and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. For the purposes of this paragraph, the term "Landlord" shall mean and include all partners of Landlord (if Landlord is a partnership) and all members and managers of Landlord (if Landlord is a limited liability company). The provisions hereof shall inure to Landlord's successors and assigns, including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from performance of any obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Tenant by law or under this Lease.

12.10 JOINT AND SEVERAL LIABILITY

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as a Tenant or in the capacity of Guarantor, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several with the other signatories and all notices, payments, and agreements given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue or statute or federal law, subject to personal liability, such liability of each such member shall be joint and several. All Guarantors hereby agree to payment and performance of all of the Tenant's obligations hereunder.

12.11 CORPORATE TENANTS

In the event that Tenant is a corporation, that person executing this Lease on behalf of Tenant hereby covenant and warrant that: (a) Tenant is a duly constituted corporation qualified to do business in the State of Florida; (b) all Tenants franchise and corporate taxes have been paid to date; (c) all future forms, reports, fees, and other documents necessary for Tenant to comply with applicable laws will be filed by Tenants when due; (d) such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

12.12 PERSONAL GUARANTEE

In the event that Tenant is a corporation, a limited liability company, or a partnership, a personal guarantee has been executed and attached to this Lease.

12.13 FORCE MAJEURE

In the event either Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of way, governmental restrictions, civil commotion, shortage of labor materials, strikes, fire, or any other reason beyond their control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delayed period. However, the provisions of this paragraph shall in no way be applicable to Tenant's obligations to pay rental or any other sums, monies, costs, charges or expenses require by this Lease.

12.14 JURISDICTION

The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

12.15 HAZARDOUS MATERIALS

Tenant shall not cause or permit the use, generation, storage, or disposal in or about the Premises of any substances, materials or wastes subject to regulation under any federal, state, or local law from time to time in effect concerning hazardous, toxic, or radioactive materials unless Tenant shall have received Landlord's express prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores, or disposes of any hazardous materials in or about the Premises, Tenant shall obtain all necessary permits and strictly comply with all statutes, regulations, and rule applicable to such activity. Landlord shall have the right to require that Tenant deliver periodic environmental audits of the Premises evidencing that no violations have occurred. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including court costs and attorney's fees) arising from Tenants use, generation, storage or disposal of hazardous material in or about the Premises. This section shall survive the expiration of earlier termination of this Lease.

12.16 AMERICAS WITH DISABILITY ACT- Landlord and Tenant acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the ADA) establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Building depending on, among other things: (1) whether Tenants business is deemed a public accommodation or commercial facility, (2) whether such requirements are readily achievable, and (3) whether a given alteration affects a primary function area or triggers path of travel requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below, (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of ADA Title III path of travel

requirements triggered by Tenant Alterations in the Premises. Tenant shall maintain and improve the leased Premises so that any alterations therein shall comply with ADA regulations and not expose the Landlord to lawsuits for any ADA violations.

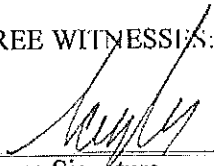
This lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings between them concerning the same. This Lease may not be altered, changed, or amended, except by an instrument in writing executed by all parties hereto. The terms and provisions of this lease shall not be construed against or in favor of a party hereto merely because such party is the "landlord" or "tenant" hereunder or such party or its counsel is the draftsman of this lease.

In the event of a breach of the forgoing representations and warranties, the person or persons signing this lease on behalf of the tenant shall be personally responsible for the tenant's obligations under this Lease.

In addition, if the individual(s) executing this Lease in a representative capacity also execute the Lease in an individual capacity, said execution shall render the individual personally responsible for the tenant's obligations hereunder.

IN WITNESS WHEREOF, Landlord and Tenant above duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

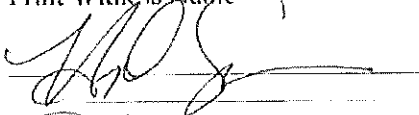
THREE WITNESSES:



Witness Signature

Matthew Saylor

Print Witness Name



Witness Signature

Dale Snipes

Print Witness Name

Witness Signature

Print Witness Name

LANDLORD:

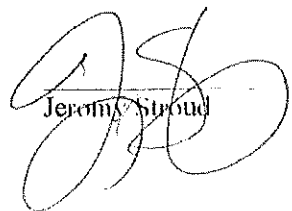


Chris Pappas, Manager
Pappas Daughters, LLC

TENANT:

Ashley Stroud

Ashley Stroud



Jeremy Stroud

RULES AND REGULATIONS

1. The sidewalks, roadways, and other public portions in the Plaza shall be used by each tenant for the purpose solely of ingress and egress to and from the Premises so demised to the tenants.
2. All waste paper, refuse, and garbage shall be kept be disposed of in the dumpster and not left in the Premises or anywhere on the Property.
3. Each tenant shall keep the exterior and interior portions of its store, all windows, doors, and all other glass or plate fixtures in a clean condition and free of pests.
4. Each tenant shall conduct its business in an orderly manner in the best interest of the Plaza.
5. No tenant shall burn any trash or garbage of any kind in or about the building or grounds of the Plaza.
6. The plumbing facilities shall be used for the purposes for which they have been constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision caused by any tenant, its employees, agents, or invitees shall be borne by such tenant.
7. The Landlord reserves the right to amend, rescind, or waive any of these rules and regulations as may from time to time seem necessary or desirable and any such other and further rules and regulations shall be binding upon each tenant.
8. The Landlord reserves the right to control and operate the Common Areas of the Plaza in such a manner as the Landlord deems necessary or desirable for the best interests of the Plaza and the tenants and for the protection of the building and other property in the Plaza. The Landlord, however, shall not be liable to any Tenant for any damages arising out of such control and operation.
9. Tenant shall not cause Landlord to be in violation of any City Codes.
10. No pets are allowed to live or stay on the Premises at any time. Tenants shall not bring pets to keep inside units during or before/after business hours or on any part of the Plaza Premises at any time. Only Service Animals, as specifically defined by the Americans with Disabilities Act, are exempt from this rule.
11. All Tenants and their employees shall park their vehicles in the parking lot adjacent to the Plaza. No Tenant or employee of the Tenants may park in the Plaza parking lot.

GUARANTEE AGREEMENT

To be attached to and form a part of that certain Lease Agreement ("Lease") dated March 24, 2020, between Pappas Daughters, LLC, ("Landlord") and Ashley and Jeromy Stroud ("Tenant") demising certain space in the ATLANTIC PLAZA, city of Daytona Beach Shores, Volusia County Florida.

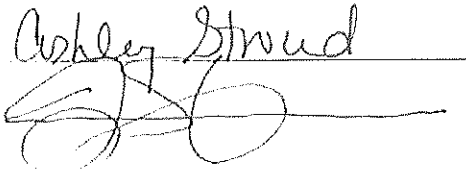
IN CONSIDERATION OF and as inducement for the execution of the attached Lease by Landlord, the undersigned Tenant (hereinafter referred to as "Guarantor"), intending to be legally bound hereby, unconditionally become the Guarantor for the prompt and faithful performance by Lessee of all terms, covenants and conditions on Lessee's part to perform, observe or comply with under the Lease, including, but not limited to, the payment by Lessee of the rental and all sums to become due thereunder.

Guarantor agrees that (1) this Agreement shall be binding upon Guarantor, jointly and severally, without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the attached Lease; (2) immediately upon each and every default by Lessee, without any notice to or deemed upon Guarantor, Guarantor shall pay to Lessor the sum or sums in default and shall comply with or perform all the terms, covenants and conditions of said Lease, which shall be binding upon the said Lessee as provided in said Lease; (3) no extension, forbearance or leniency extended by Lessor to Lessee shall discharge Guarantor, and Guarantor agrees that at all times they shall be jointly and severally liable notwithstanding same and notwithstanding the fact that Guarantor have had no prior notice of any said default or of any said forbearance or extension; (4) Lessor and Lessee without notice to or consent by Guarantor may at any time or times enter into such modifications, extensions, amendment or other covenants respecting the said Lease and Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Lessee by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect thereto, and Guarantor shall continue as a Guarantor with respect to the said Lease as so modified, extended, amended or otherwise affected; (5) this obligation of Guarantor shall be primary and that the Lessor shall not be required to proceed first against Lessee or Lessee's property before proceeding against Guarantor, and may sue Guarantor directly on this Guaranty Agreement, and Guarantors hereby waive any rights they may now have or hereafter acquire under the terms of any laws of the State of Florida; and (6) neither the Guarantor's obligation to make payment in accordance with the terms of this Guaranty Agreement nor any remedy for the enforcement thereof shall be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of any federal or state bankruptcy statute, or any other statute, or from the decision of any Court.

Guarantors further agree to be bound, joint and severally, by each and every covenant, obligation, power, and authorization, without limitation, in the said attached Lease, with the same force, and effect as if it were designated in and had executed said Lease as Lessee thereunder. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

IN WITNESS WHEREOF, the undersigned have caused this Guarantee Agreement to be duly executed and sealed pursuant to the authority duly given as of this 24 day of March, 2020.

GUARANTOR SIGNATURE:

Sign: Ashley Stroud


Print: Ashley Stroud
Jeromy Stroud

AMENDMENT TO COMMERCIAL TRIPLE NET LEASE

This Lease Amendment ("Amendment") made October 15, 2020, amends the Commercial Triple Net Lease ("Lease") that was signed on March 24, 2020, between the following parties:

Landlord: Pappas Daughters, LLC, by Manager Chris Pappas
Landlord's Mailing Address: PO Box 1946, New Smyrna Beach, FL 32170

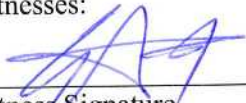
Tenants: Ashley and Jeromy Stroud, jointly and individually, and ANP Investments, LLC
Tenants' Mailing Address: 1925 S. Atlantic Ave., #510, Daytona Beach Shores, FL 32118

The parties hereby acknowledge that the current Lease between Landlord and Tenants is amended as follows:

1. Article 1, Section 1.1, Item 2 is hereby amended by adding as a fourth and additional Tenant: Strouds Barbeque & Grill, LLC, with a mailing address of 1925 S Atlantic Ave., Apt 510, Daytona Beach Shores, FL 32118. Registered Agent and Sole Manager for : Strouds Barbeque & Grill, LLC, is Ashley N. Stroud, Federal ID Number: 84-5071637
2. Article 1, Section 1.1, Item 5 "Premises Physical Address" is hereby amended and replaced with the following address: 2516 S Atlantic Avenue, Daytona Beach Shores, FL 32118. Storeroom known as Units GHJJ.
3. A second Guarantee Agreement is added to the Lease. The document titled Guarantee Agreement 2 is attached to this Amendment and incorporated herein. The Guarantee Agreement 2 shall add Ashley N. Stroud as a personal guarantor for Strouds Barbeque & Grill, LLC.

IN WITNESS WHEREOF, Landlord and Tenant hereby accept and agree to the amendments contained herein and each of their duly authorized representatives have caused this Agreement to be executed as of the date first written above.

Witnesses:


Witness Signature

Spiras TAYLORPOULOS
Print Witness Name

Landlord:


Chris Pappas, Manager
Pappas Daughters, LLC

10/14/20
Date


Witness Signature

MARIO STLAURENT Dean
Print Witness Name

Tenants:

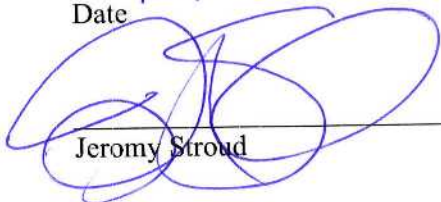

Ashley Stroud, individually

and as manager/representative for ANP Investments and Strouds Barbeque & Grill, LLC

10/15/2020
Date


Witness Signature

Victoria C. Zinn
Print Witness Name


Jeromy Stroud

GUARANTEE AGREEMENT 2

To be attached to and form a part of that certain Lease Agreement ("Lease") signed March 24, 2020, and Lease Amendment ("Amendment") dated October 15, 2020, between Pappas Daughters, LLC, ("Landlord") and Strouds Barbeque & Grill, LLC, by Ashley Stroud individually and Manager ("Tenant") demising certain space in the ATLANTIC PLAZA, city of Daytona Beach Shores, Volusia County Florida.

IN CONSIDERATION OF and as inducement for the execution of the attached Lease by Landlord, the undersigned Ashley Stroud (hereinafter referred to as "Guarantor"), intending to be legally bound hereby, unconditionally become the Guarantor for the prompt and faithful performance by Tenant of all terms, covenants and conditions on Tenant's part to perform, observe or comply with under the Lease, including, but not limited to, the payment by Tenant of the rental and all sums to become due thereunder.

Guarantor agrees that (1) this Agreement shall be binding upon Guarantor, jointly and severally, without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the Lease and attached Amendment; (2) immediately upon each and every default by Tenant, without any notice to or deemed upon Guarantor, Guarantor shall pay to Landlord the sum or sums in default and shall comply with or perform all the terms, covenants and conditions of said Lease and Amendment, which shall be binding upon the said Tenant as provided in said Lease and Amendment; (3) no extension, forbearance or leniency extended by Landlord to Tenant shall discharge Guarantor, and Guarantor agrees that at all times they shall be jointly and severally liable notwithstanding same and notwithstanding the fact that Guarantor has had no prior notice of any said default or of any said forbearance or extension; (4) Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendment or other covenants respecting the said Lease and Amendment and Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Tenant by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect thereto, and Guarantor shall continue as a Guarantor with respect to the said Lease and Amendment as so modified, extended, amended or otherwise affected; (5) this obligation of Guarantor shall be primary and that the Landlord shall not be required to proceed first against Tenant or Tenant's property before proceeding against Guarantor, and may sue Guarantor directly on this Guaranty Agreement, and Guarantor hereby waives any rights she may now have or hereafter acquire under the terms of any laws of the State of Florida; and (6) neither the Guarantor's obligation to make payment in accordance with the terms of this Guaranty Agreement nor any remedy for the enforcement thereof shall be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of any federal or state bankruptcy statute, or any other statute, or from the decision of any Court.

Guarantor further agrees to be bound, joint and severally, by each and every covenant, obligation, power, and authorization, without limitation, in the said Lease and Amendment, with the same force, and effect as if it were designated in and had executed said Lease and Amendment as Tenant thereunder. This Guaranty shall apply to the Lease, Lease Amendment, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

IN WITNESS WHEREOF, the undersigned have caused this Guarantee Agreement 2 to be duly executed and sealed pursuant to the authority duly given as of this 15th day of October, 2020.

GUARANTOR SIGNATURE: Ashley Stroud
Ashley Stroud individually and as Manager of Strouds Barbeque & Grill, LLC