



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING FEBRUARY 23, 2021 6:00 PM, Shores Community Center, 3000 Bellemead Drive Daytona Beach Shores, FL 32118

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Charter Workshop Minutes Feb. 9, 2021
 - B. City Council Minutes February 9, 2021
- 7. CONSENT AGENDA:**

- A. Contraband Forfeiture Expenditure Request
- B. Public Safety January report
- C. Building Division January, 2021 Report
- D. Community Services January, 2021 Report
- E. Finance Monthly Report - December

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report February 23, 2021

10. OLD BUSINESS:

- A. Discussion on Electric Motor Scooters and Electric Bicycles
- B. Discussion in support of banning smoking in public parks and beaches

11. NEW BUSINESS:

- A. Economic Development New Business Lease Subsidy Grant Application, NSB eBikes, LLC., d/b/a Daytona Electric Bikes
- B. Economic Development New Business Lease Subsidy Application: Realty Pros Assured, 3118 S. Atlantic Avenue

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
February 9, 2021
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 Michael Politis, Vice Mayor 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 Director Stephan Dembinsky.

2. NEW BUSINESS:

A. Discussion on Charter Revisions

Attorney Wade Vose began by explaining the charter review process. He stated that each section of the charter that needs to be changed/updated should be its own ballot question. He recommended fundamental changes only due to the fact that the charter is not in rough shape. Mayor Miller asked him if there was any existing section of the charter that he felt needed to be addressed. He responded that Section 7.08 could be removed and instead a procurement policy is created by ordinance. After a brief discussion, the council was in agreement with that suggestion.

Mayor Miller requested Section 2.10 - compensation for council be examined. This was implemented many years ago but is inconsistent with the City's Code of Ordinances. Attorney Vose will review and bring back clearer language. Section 2.14 indicates that the organizational meeting will be held at 7:00 pm and the council now meets at 6:00 pm. Vice Mayor Lindauer had a grammar change for Section 7.01(b). The last sentence should read "within" 90 days .

The Vice Mayor began a brief discussion on whether to keep using the term councilmember or change to commissioner. There was no formal decision on this yet. Both CMBRS Frizalone and Politis had nothing they wished to change in the charter. CMBR Bryan provided a handout with four items. They were discussed but only the fourth item had any support. The item involved Sections 3.02 and 4.03 and the number of votes required to hire or fire the City Manager and City Attorney. From the discussion it was determined that if the council wanted to remove a fellow member, that only needed three votes. It was decided to make everything a supermajority vote or four out of five.

Attorney Cary requested Section 2.05 - filling of vacancies be looked at. This change was made by the prior City Attorney. Staff will review and send Attorney Wade backup materials.

3. ADJOURNMENT:

The meeting ended at 5:21 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COUNCIL MEETING
February 9, 2021
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1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor 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. FPL Presentation on EV Charging Station by Tony Tucci

FPL Representatives Tony Tucci and Peter Martinez spoke on electric charging stations. FPL would like to have 1,000 ports in the state. They would like to install two fast chargers at the community center. It would take between 30-45 minutes for a full charge that is paid by the consumer. FPL would provide all the equipment and maintenance but they would require a 10-year commitment. A transformer easement would also be required. There would be a 6-month process for permits and installation. City Manager Booker stated that the city currently had one free charging station in place for the past 2 years. It appears it is not used by tourists, but by one or two residents. The charging time for the current station is approximately 8 hours. The council gave their consensus to move forward with the fast chargers.

B. Employee Service Awards

Mayor Miller announced the following service awards:
Seth Cunningham 5-years, Gary Malphurs 15-years and Glen Schwarz 30-years.

6. APPROVAL OF MINUTES

A. City Council Minutes January 26, 2021

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the City Council Minutes for January 26, 2021.

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

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

B. City Council Workshop Minutes January 26, 2021

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Workshop Minutes for January 26, 2021.

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

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

C. City Council Public Safety Workshop Minutes February 1, 2021

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Public Safety Workshop Minutes for February 1, 2021.

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

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

7. CONSENT AGENDA:

A. Community Services Monthly Report - December, 2020

B. Building Division Monthly Report - December, 2020

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

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

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

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

Attorney Cary reviewed the items on his report for the council.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report February 9, 2021

City Manager Booker reviewed his report for the council. He added one item, regarding the opioid litigation. There had been a recent settlement of 30 million with one of the pharmaceutical companies.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Resolution 2020-01: Adoption of 2020 Volusia Multi-Jurisdictional Program for Public Information Plan

City Planner Stewart Cruz explained that the Program for Public Information Plan was a multijurisdictional program. The city sends out annual letters and includes correspondence in utility bills. Adoption of this plan will maintain its current rating as well as the existing discounted rate for flood insurance premiums.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN to Adopt Resolution 2020-01 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, Vice Mayor Mel Lindauer, Councilmember Michael Politis

B. Resolution 2021-02 Budget amendment to purchase additional Public Safety vehicles

Mayor Miller explained that the budget amendment stemmed from the recent Public Safety Workshop. Starting a take home car program will keep the department competitive with the surrounding areas.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2021-02 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, Vice Mayor Mel Lindauer, Councilmember Michael Politis

C. Discussion on Electric Motor Scooters and Electric Bicycles

Business Owner Louie Matthews addressed the city council. He is co-owner of Boogie Down for the past seven years. This past year has been extremely tough with many hotels temporarily closing and the pandemic. They decided to rent scooters to help keep their business alive. It have them an extra \$20,000 last year. They take the time to educate their riders. He asked the council to not take away the ability to rent electric scooters.

Director Hiatt explained that after the last council meeting, the council had concerns with scooters being dropped off everywhere. He had Code Enforcement contact the various businesses and put them on notice for illegal displays. He reminded the council that a scooter could be rented in Daytona Beach and still be dropped off in the Shores. There is no law to prevent that from happening. Attorney Cary added that you could not prohibit scooters being ridden on public streets.

Audience member Jared Root spoke to the council. He owns the local business who supplies the scooters to the various drop-off points. He requested the council to be supportive of his business. They are a very inexpensive mode of travel and the income generated from the rentals has helped hem get through the pandemic. He explained that all of his scooters have GPS and GEO tracking so they know where they are. He has operational teams that work round the clock.

CMBR Bryan inquired about the regulation of scooters and what other cities were doing. CMBRS Frizalone and Lindauer don't like them being left everywhere and when riders travel in large groups. They would like to see some sort of regulation on what type of business could rent a scooter. CMBR Politis added that the regulation could push the rentals to certain shops. He inquired if there could be an abeyance on any Code Enforcement fines until the staff brought forward regulation guidelines for their approval. They other council members were in agreement with this. The City Attorney will work with staff to draft some guidelines to bring to the next meeting.

D. Discussion in support of banning smoking in public parks and beaches

CMBR Bryan requested this item on the agenda. He would like the council to prepare a resolution in support of HB 239. The bill would authorize cities and counties to restrict smoking within the boundaries of any public beach or park they own. Director Fred Hiatt stated that signs were already posted to discourage no smoking at the dog park and tennis courts. Attorney Cary explained that currently Florida Statutes state that local governments

can't ban smoking in these areas. This bill, if passed would allow the city more control. After a brief discussion, it was decided more information was needed. CMBR Bryan agreed to follow the bill and it was placed on the next agenda.

12. COUNCIL COMMENTS:

CMBR Bryan requested a report be provided at the next meeting on the Treasure Island property. He would like it to include specific things that have been done. Vice Mayor Lindauer wanted to clear up any misunderstanding on comments he may have made during the Public Safety Workshop. He is 100% in favor of retaining triple trained officers and is not looking to separate police and fire. Mayor Miller reminded everyone of the next Coffee with the Mayor happening tomorrow. She also mentioned the concert on February 26 will include food trucks this month. CMBR Frizalone commended the Public Safety Department on their workshop. CMBR Politis agreed with those comments.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

discussion on electric scooters, discussion on banning smoking, report on Treasure Island

15. ADJOURNMENT:

The meeting ended at 7:34 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**DAYTONA BEACH SHORES PUBLIC
SAFETY DEPARTMENT**

**CONTRABAND FORFEITURE
EXPENDITURE REQUEST**

February 8, 2021
File: PS21-02-01

FUNDING REQUEST

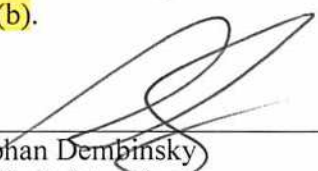
The Daytona Beach Shores Public Safety Department seeks Council approval for the expenditure of state contraband forfeiture monies under the "additional law enforcement provision of FSS 932.7055 (5) (b)". The Department has determined that the following is a necessity to the Department.

PURPOSE:

The Department of Public Safety would like to utilize \$2,000 from the state contraband forfeiture account for the Police Bicycle Unity Tour.

Certification of Compliance:

The undersigned, as Public Safety Director of the City of Daytona Beach Shores, Florida, hereby requests, pursuant to Section 932.704, Florida Statutes, that the City Commission authorize the appropriation to, and expenditure by, the Daytona Beach Shores Public Safety Department of funds held in the City's Special Law Enforcement Trust Fund. The request is made, and the expenditure of appropriated funds shall be in conformity with Section 932.7055 (5) (b).



Stephan Dembinsky
Public Safety Director

2-9-21

Date



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR JANUARY 2021 *Se*

	Jan-21	21/YTD	Jan-20	20/YTD
Police Related Calls	2,061	2,061	2,634	2,634
Fire Related Calls	37	37	60	60
Rescue Related Calls	90	90	72	72
Fire Related Alarms Sounding	9	9	15	15
Traffic Citations	147	147	287	287
Written Warnings	48	48	75	75
Building Inspections	68	68	41	41
Arrests: Adults	24	24	39	39
Juveniles	2	2	1	1
City Ordinance Charges	0	0	0	0
Florida State Statute Charges	48	48	71	71
Accidents: Total	11	11	10	10
Street/Highway	5	5	6	6
Parking Lot	6	6	4	4

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DE SHORES POLICE

DATES: 2021-01-01 through 2021-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	513	24.89 %	16.55
MISCELLANEOUS LE CALL	MISC	363	17.61 %	11.71
PROPERTY CHECK	PRC	295	14.31 %	9.52
TRAFFIC STOP	TS	271	13.15 %	8.74
SUSP PERSON	SPER	47	2.28 %	1.52
TELEPHONE HANDLE	THC	39	1.89 %	1.26
SUSP VEHICLE	SVEH	34	1.65 %	1.10
MEDICAL EMERGENCY	MED1	32	1.55 %	1.03
SPECIAL DETAIL	SDL	28	1.36 %	0.90
SUSPECT STOP	SS	27	1.31 %	0.87
FLAG DOWN	FLAG	24	1.16 %	0.77
RADAR	RADAR	20	0.97 %	0.65
SUSP INCIDENT	SINC	20	0.97 %	0.65
TRESPASSERS	TRES	17	0.82 %	0.55
911 CK/OPEN LINE	911CK	16	0.78 %	0.52
DISTURBANCE	DIST	16	0.78 %	0.52
FOUND PROPERTY	PROPF	12	0.58 %	0.39
NARCOTICS	NARC	12	0.58 %	0.39
WALKUP	WALKUP	12	0.58 %	0.39
INVESTIGATION	INV	11	0.53 %	0.35
MVA	MV	10	0.49 %	0.32
CIVIL COMPLAINT	CIVIL	9	0.44 %	0.29
FALL- NON EMERGENCY	TRAU3	9	0.44 %	0.29
FIRE ALARM	ALARMF	9	0.44 %	0.29
HIT&RUN MVA	MVHR	9	0.44 %	0.29
MEDICAL NON-EMERG	MED2	9	0.44 %	0.29
RECKLESS DRIVER	RD	9	0.44 %	0.29
BUSINESS ALARM	ALARMB	7	0.34 %	0.23
MENTALLY ILL PER	MIP	7	0.34 %	0.23
NOISE	NOISE	7	0.34 %	0.23
TOWED VEHICLE	TOW	7	0.34 %	0.23
WARRANT	WAR	7	0.34 %	0.23
ATT TO CONTACT	ATC	6	0.29 %	0.19
FIGHT	FIGHT	6	0.29 %	0.19
WELL BEING CHECK	WBC	6	0.29 %	0.19
ASSAULT/BATTERY	ABAT	5	0.24 %	0.16
DOMESTIC DISTURBANCE	DV	5	0.24 %	0.16
ELEVATOR CALL	ELEV	5	0.24 %	0.16
ILLEGAL PARKING	PARK	5	0.24 %	0.16
STROKE / CVA	CVA	5	0.24 %	0.16
THEFT	THEFT	5	0.24 %	0.16
WALK & TALK	WT	5	0.24 %	0.16
ZONE ACCOUNTABILITY PATR	ZAP	5	0.24 %	0.16
DRUNK PERSON	IP	4	0.19 %	0.13
ESCORT	ESCORT	4	0.19 %	0.13
INFORMATION GIVEN	INFO	4	0.19 %	0.13

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-01-01 through 2021-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA EMERGENCY	TRAU1	4	0.19 %	0.13
CITY ORDINANCE VIOLATION	COV	3	0.15 %	0.10
DANGEROUS COND FD	DCFD	3	0.15 %	0.10
FIRE OUTSIDE STRUCTURE	FOS	3	0.15 %	0.10
FRAUD	FRAUD	3	0.15 %	0.10
MVA W/ INJURIES	MVI	3	0.15 %	0.10
STOLEN VEHICLE	SV	3	0.15 %	0.10
UNCONSCIOUS	UNC	3	0.15 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.10 %	0.06
ANIMAL COMPLAINT	AC	2	0.10 %	0.06
ASSIST AGENCY	ASSIST	2	0.10 %	0.06
BURG/BUSINESS	BURGB	2	0.10 %	0.06
BURGLARY ALARM	ALARM	2	0.10 %	0.06
DIRECTED PATROL REQUEST	DPR	2	0.10 %	0.06
DRUNK DRIVER	DUI	2	0.10 %	0.06
FAILURE TO PAY	FTP1	2	0.10 %	0.06
FLEEING DRIVER	FLEE	2	0.10 %	0.06
JUVENILE	JUV	2	0.10 %	0.06
MEDICAL UNKNOWN	ALARMM	2	0.10 %	0.06
MISSING PERSON	MP	2	0.10 %	0.06
POWER LINES HAZARD	PL	2	0.10 %	0.06
SEXUAL OFFENDER	SXF	2	0.10 %	0.06
THREATENING CALL	TCALL	2	0.10 %	0.06
TRAUMA CRITICAL	TRAUE	2	0.10 %	0.06
ASSIST	ASST	1	0.05 %	0.03
BURG/RESD	BURGR	1	0.05 %	0.03
CARBREAK	CB	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
DEAD PERSON	DEAD	1	0.05 %	0.03
DISABLED VEHICLE	DAV	1	0.05 %	0.03
HAZARDOUS COND	HZM	1	0.05 %	0.03
HIT&RUN MAJOR	MVHRMI	1	0.05 %	0.03
HOLD UP ALARM	ALARMH	1	0.05 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.05 %	0.03
MVA HIT/RUN W HAZ	MVHRH	1	0.05 %	0.03
MVA W/ HAZARD	MVH	1	0.05 %	0.03
NE ASST- FIRE REQ	LEO2	1	0.05 %	0.03
PANIC ALARM	ALARMP	1	0.05 %	0.03
PRISONER TRANS	PT	1	0.05 %	0.03
ROAD OBSTRUCTION	RDOB	1	0.05 %	0.03
SHOPLIFTING	SHOP1	1	0.05 %	0.03
SICK PERSON FLAG DOWN	FLAGE	1	0.05 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.05 %	0.03
SMOKE INVESTIGATION	SMOKE	1	0.05 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.05 %	0.03
STR ARM ROBBERY	SROB	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-01-01 through 2021-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
STRUCTURE FIRE	SF	1	0.05 %	0.03
TRAFFIC LITE OUT	TLO	1	0.05 %	0.03
VANDALISM	VAND	1	0.05 %	0.03
VEH FIRE	VF	1	0.05 %	0.03
TOTAL CALLS:		2,061	100.00%	66.48

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

JANUARY 2021 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	1	0	0	1	1	0	0
HAZARDOUS CONDITIONS	4	1	0	4	1	0	3	0	0
VEHICLE FIRES	1	0	0	1	0	0	0	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	0	0	0	0	0	0
VEHICLE CRASHES W/ENGINE RESPONSE	2	1	0	2	1	0	1	0	0
SERVICE CALLS	11	3	1	11	3	1	34	4	0
FIRE ALARMS	9	0	0	9	0	0	15	0	0
CANCELLED EN ROUTE	6	5	1	6	5	1	9	3	5
TOTALS	33	10	3	33	10	3	63	7	5

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	7	14	7	14	0	10
HOTEL/MOTEL	15	3	15	3	4	1
ASSEMBLY	0	0	0	0	2	0
MERCANTILE	4	0	4	0	4	1
RESTAURANT	2	0	0	0	1	1
BUSINESS	6	0	6	0	0	0
OTHER	0	0	0	0	4	0
CONSTRUCTION	4	2	4	2	10	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	7	4	7	4	3	0
TOTALS	45	23	43	23	28	13

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JANUARY 2021 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	49	3	0	49	3	0	37	6	0
BLS CALLS	35	2	1	35	2	1	25	3	1
TOTALS	84	5	1	84	5	1	62	9	1



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 January 2021

<i>Matthew Sweeney</i>	<i>1/11-15</i>	<i>Speed Measurement DSC</i>
<i>Laura Diedesch</i>	<i>1/18-22</i>	<i>Fire Service Hydraulics POFD</i>
<i>Daniel Carrazana Gary Malphurs</i>	<i>1/19-20</i>	<i>Armorer Course Pinellas County</i>
<i>Norman Medders</i>	<i>1/25-26</i>	<i>IAPE Property Room Mgmt- Daytona Beach</i>
<i>Norman Medders</i>	<i>1/27</i>	



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

MONTHLY REPORT FOR JANUARY 2021

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 battery	veh #130
Replace front & rear brakes	veh #149
Replace wiper blades	veh #148
Replace battery	Generator

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – January, 2021

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 1
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 1
 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
Oceans Cloverleaf South	3 Oceans West Boulevard	1/5	Install new fire alarm devices	\$23,980.00	\$177.50
Palma Bella Condo	3245 South Atlantic Avenue	1/7	Replace 6 garage exhaust fans with associated sensors	\$57,322.00	\$437.05
Lofquist Residence	3703 South Atlantic Avenue, Unit 402	1/7	Remodel master shower	\$12,500.00	\$137.65
Peck Plaza	2625 South Atlantic Avenue	1/7	Concrete repairs to deck	\$30,000.00	\$238.31
Zabransky Residence	3023 South Atlantic Avenue, Unit 502	1/8	Replace 2 windows and 2 sliding glass doors	\$16,500.00	\$166.82
Pangle Residence	2937 South Atlantic Avenue, Unit 203	1/11	Remodel master bath, tile, and vanity	\$22,000.00	\$193.73
Pawson Residence	2 Oceans West Boulevard, Unit 1402	1/11	New kitchen cabinets	\$12,000.00	\$129.10
McBee Residence	3641 South Atlantic Avenue, Unit 211	1/11	Install 6 hurricane shutters	\$12,612.00	\$137.65
Petersen Residence	125 White Cap Avenue	1/11	Install roof mounted solar system, 21 solar panels	\$12,000.00	\$129.10
Worrell Residence	2625 South Atlantic Avenue, Unit 7SE	1/11	Unit remodel, new cabinets, tops, vanities, tile	\$67,500.00	\$454.33
Ashley Condo	3757 South Atlantic Avenue	1/11	Concrete restoration	\$919,605.00	\$3,204.03
Kern Residence	2947 South Atlantic Avenue, Unit 1503	1/12	Replace impact window and door	\$18,200.00	\$177.58

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Avalon Capital Group	109 White Cap Avenue	1/13	Add wood frame front porch to house	\$13,000.00	\$137.65
Mayer Residence	2043 South Atlantic Avenue, Unit 316	1/14	Replace kitchen cabinets, replace shower	\$32,000.00	\$249.69
Opus Condo	2071 South Atlantic Avenue	1/14	New surface and tile on pool and spa	\$17,995.00	\$172.20
Wilkerson Residence	3036 South Peninsula Drive	1/14	Foundation only, install pilings, footers, stem wall	\$65,000.00	\$437.42
Grand Coquina	3333 South Atlantic Avenue	1/15	Electrical work in machine room and pit	\$10,095.00	\$69.25
Fromm Residence	3 Oceans West Boulevard, Unit 4B3	1/15	Kitchen remodel, replace cabinets, add island	\$20,700.00	\$188.34
Gjessing Residence	3718 Cardinal Boulevard	1/19	Shingle re-roof, flat roof over	\$27,550.00	\$226.80
Electric Bikes Sales & Rentals	116 Dunlawton Boulevard	1/19	Install exit sign, outlets for chargers	\$10,000.00	\$47.50
Wigley Residence	2987 South Atlantic Avenue, Unit 806	1/19	Replace 1 window and 2 sliding glass doors	\$17,000.00	\$166.82
Morrissey Residence	2917 South Atlantic Avenue, Unit 303	1/19	Replace 2 sliding glass doors	\$11,015.00	\$129.10
MAX Daytona	1903 South Atlantic Avenue	1/19	Install modified bitumen roof system	\$515,000.00	\$2,270.12
Kennedy Residence	3746 Cardinal Boulevard	1/21	Build 2 story custom home	\$860,300.00	\$3,149.87
Theberge Residence	2967 South Atlantic Avenue, Unit 606	1/21	New countertop in kitchen and bathroom, cabinets in laundry room	\$55,254.00	\$385.99
St Maarten Condo	2403 South Atlantic Avenue	1/21	Remove pavers, replace with structural concrete infill	\$28,928.00	\$232.61
Smith Residence	3003 South Atlantic Avenue, Unit 18B3	1/25	Replace 1 sliding glass door	\$12,121.00	\$137.65
Kennedy Residence	3746 Cardinal Boulevard	1/25	Electric for new home construction, 400 AMP service	\$46,500.00	\$156.30
Kennedy Residence	3746 Cardinal Boulevard	1/25	Install 2 heat pump systems	\$20,050.00	\$119.00
Kennedy Residence	3746 Cardinal Boulevard	1/25	Roof new house with flat concrete tile	\$45,500.00	\$329.18
Caesar Residence	3425 South Atlantic Avenue, Unit 503	1/26	Install 3 motorized hurricane shutters	\$12,594.00	137.65
Babbit Residence	3425 South Atlantic Avenue, Unit 2201	1/26	Replace 17 windows and 2 sliding glass doors	\$40,060.00	\$300.60
Wilkerson Residence	3036 South Peninsula Drive	1/26	Construct new single family house	\$863,000.00	\$3,072.69
Towers Grande	2055 South Atlantic Avenue	1/26	Install 141 hurricane stands for existing condenser units	\$176,250.00	\$1,278.67
Oceans Grand	2 Oceans West Boulevard	1/27	Parking deck waterproofing and restoration	\$889,107.00	\$3,134.69

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans West Condo	1 Oceans West Boulevard	1/27	Asphalt overlay parking lot, driveway, re-stripe	\$33,805.00	\$261.01
Shores Resort and Spa	2637 South Atlantic Avenue	1/27	Disconnect and reconnect 10 air handlers	\$15,850.00	\$106.50
Dimucci Twin Towers North	3311 South Atlantic Avenue	1/27	Equipment cabinet repairs for pool and spa	\$19,116.00	\$182.96
Dimucci Twin Towers South	3315 South Atlantic Avenue	1/27	Equipment cabinet repairs for pool and spa	\$19,116.00	\$182.96
Sykes Residence	3023 South Atlantic Avenue, Unit 201	1/28	Remodel kitchen and 2 bathrooms	\$23,000.00	\$199.11
Wilkerson Residence	3036 S Peninsula Drive	1/28	Electric for new single family house	\$28,000.00	\$119.60
Peck Plaza	2625 South Atlantic Avenue	1/29	Replace gas line to restaurant	\$16,914.00	\$47.50
Christian Adventures	1912 South Atlantic Avenue	1/29	Replace decking, beams, install framing	\$32,000.00	\$249.69
Christian Adventures	1912 South Atlantic Avenue	1/29	Reroof building, install TPO system	\$490,999.00	\$2,199.55
Bass Residence	2425 South Atlantic Avenue, Unit 1004	1/29	Remodel unit, cabinets, and tops	\$43,000.00	\$312.27
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$5,715,038.00	\$25,970.79

Building Division Revenue by Permit Category:

PERMIT TYPE	JANUARY 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	JANUARY 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
BUILDING	18,050.08	81,810.11	11,013.85	51,912.54
ROOF	5,073.15	10,737.02	195.80	2,151.96
DEMOLITION	323.90	443.90	0.00	120.00
ELECTRICAL	1,968.05	11,094.41	1,528.75	7,849.96
MECHANICAL	1,947.05	15,248.58	1,673.00	7,704.38
PLUMBING	1854.50	17,474.58	2,241.20	9,591.83
SIGN	442.25	1,236.75	94.00	1,105.94
POLITICAL SIGN BONDS	0.00	220.00	0.00	0.00
STORMWATER MANAGEMENT	0.00	0.00	0.00	0.00
MISCELLANEOUS	179.50	440.50	317.25	796.75
DEVELOPMENT FEES	440.00	750.00	455.00	2,467.90
PROMOTIONAL ACTIVITIES	0.00	0.00	0.00	0.00
TOTALS	\$30,278.48	\$139,455.86	\$17,518.85	\$83,701.26

Building Division Activities:

ACTIVITY	JANUARY 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	JANUARY 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
INSPECTIONS	266	1,233	282	1,052
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	153	787	176	654
FAILED INSPECTIONS	30	108	16	72

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

Projects Begun Current Fiscal Year-to-Date – 2020 to Present: \$30,311,751.00

Projects Begun Last Fiscal Year – 2019 to 2020: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2018 to 2019: \$24,944,320.00

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JANUARY 2021

FACILITIES MAINTENANCE DIVISION:

Currently one position.

Normal monthly duties:

This division is now only the building maintenance position. 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 worked on an array of things this month from a hot water heater, bay door, gates at public safety, door locks at the facility building. He also handled door repairs, ceiling tile replacement, back flow repairs at city hall.

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 park/streets division set up and broke down for the service held for Officer DaBarros at the Drive In Church, repaired the beach walkover in the 3700 block area and put in irrigation at the new bocce

ball/shuffleboard courts. They repaired the concrete at the light pole at Botefuhr, built a storage shed for the bocce area and handled one animal control call.

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 formed and poured concrete slabs for the new generators at station 1 and 2 replaced the battery in the portable Tradewinds generator and handled a couple sewer call outs for problems. They continued to work on the 2900 A1A force main testing problem, handled 4 animal control calls, 2 meter reads, 53 sewer line locates and 53 electrical locates.

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending December, 2020

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$8,700,906	\$3,765,185	\$4,935,721	57%
General Obligation Debt Service	\$2,275,524	\$1,677,086	\$598,438	26%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$10,976,430	\$5,442,271	\$5,534,159	50%
Sewer Fund Operations	\$760,288	\$598,470	\$161,818	21%
Sewer Fund Restricted Impact Fee	\$1,033	\$0	\$1,033	100%
Sewer Fund Sub-Total	\$761,321	\$598,470	\$162,852	21%
TOTAL ALL FUNDS FISCAL YTD	\$11,737,751	\$6,040,740	\$5,697,011	49%

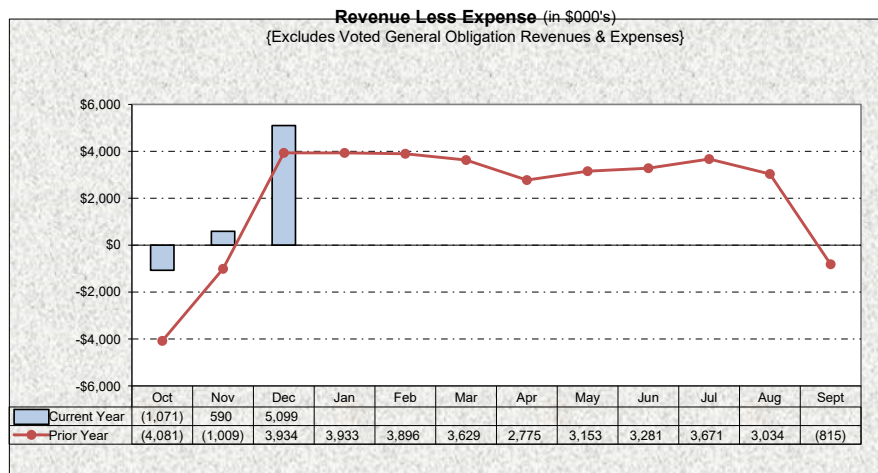
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$20,520,063	\$21,339,446	(\$819,384)	-4%
Sewer Fund	\$8,999,476	\$9,490,754	(\$491,278)	-5%
Sub-Total Operating Funds	\$29,519,538	\$30,830,200	(\$1,310,662)	-4%
Gen. Obligation [GO] Construction & Debt	\$705,928	\$3,124,694	(\$2,418,766)	-77%
TOTAL ALL FUNDS	\$30,225,466	\$33,954,894	(\$3,729,428)	-11%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$5,994,112	\$187,812	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	(\$4,266,892)	\$544,217	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,727,220	\$732,029	\$2,459,248

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

NON-G.O. FUNDS	December, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$19,511	\$8,701	\$7,880	\$821	10%
Utility Fund	\$3,452	\$761	\$504	\$257	51%
Total Revenues & Appropriations	\$22,962	\$9,462	\$8,384	\$1,078	13%
Expenses ('000s)					
General Fund Less Capital	\$12,864	\$3,166	\$3,286	\$120	4%
General Fund Capital	\$1,464	\$599	\$558	(\$41)	-7%
Utility Fund	\$3,452	\$598	\$606	\$7	1%
Total Expenses & Appropriations	\$17,780	\$4,364	\$4,450	\$86	2%
Revenue Less Expense ('000s)					
General Fund	\$5,182	\$4,936	\$4,036	\$900	
Utility Fund	\$0	\$163	(\$102)	\$265	
Revenue Less Expense	\$5,182	\$5,099	\$3,934	\$1,165	

VOTED GENERAL OBLIGATION	December, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,898	\$2,276	\$2,280	(\$4)	0%
General Obligation Expense	\$8,080	\$1,677	\$1,791	\$114	6%
Voted Gen. Oblig. Rev. Less Exp.	(\$5,182)	\$598	\$489	\$109	



Prior Year (No G.O.)	Current Year	Prior Yr
Oct	(1,071)	(4,081)
Nov	590	(1,009)
Dec	5,099	3,934
Jan		3,933
Feb		3,896
Mar		3,629
Apr		2,775
May		3,153
Jun		3,281
Jul		3,671
Aug		3,034
Sept		(815)

General Fund Detail Budget Report

	December, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,399,000	6,615,058	6,629,363	(14,305)	0%
Business Taxes	101,900	93,851	88,206	5,645	6%
Utility Taxes	1,085,000	170,984	183,838	(12,854)	-7%
Permits & Franchise Fees	950,400	186,998	99,335	87,663	88%
Intergovernmental	626,400	80,387	66,665	13,722	21%
Donations	0	0	0	0	
Charges for Services	1,565,100	494,480	551,043	(56,563)	-10%
Fines & Forfeitures	103,200	35,135	33,558	1,577	5%
Non-G.O. Interest	54,500	7,441	41,705	(34,264)	-82%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	97,500	815,323	7,420	807,902	10888%
Internal Services	805,000	201,250	178,525	22,725	13%
Non G.O. Transfer In-Fund Balance	5,722,700	0	0	0	
Non-G.O. Gen. Fund Revenue	\$19,510,700	\$8,700,906	\$7,879,656	\$821,249	10%

Operating Expenditures

Excluding CAPITAL Expense					
Legislative	260,400	34,289	52,593	18,304	35%
Executive	605,100	134,478	141,552	7,074	5%
Finance	580,000	142,518	164,552	22,034	13%
Legal Counsel	153,900	29,239	23,829	(5,410)	-23%
Comp. Planning	138,200	26,173	26,477	304	1%
Other Gov't Services	271,100	106,040	92,647	(13,392)	-14%
Public Safety Operations	5,790,200	1,377,849	1,419,653	41,804	3%
Building Dept.	557,300	135,118	135,495	377	0%
Phy. Envir. -- Solid Waste/Recycle	1,222,500	198,171	100,108	(98,064)	-98%
Public Works Operations	1,176,600	222,702	271,557	48,855	18%
Inventory	0	0	0	0	
Benefit Termination Payout	29,400	(6,122)	0	6,122	
Parks & Rec	350,400	89,055	96,244	7,189	7%
Community Center	371,600	76,508	34,580	(41,928)	-121%
Senior Center	0	0	26,477	26,477	100%
Contingency/Transfers	1,357,400	599,927	0	(599,927)	
Long-Term Debt	0	0	700,533	700,533	100%
Non-G.O. Operations Expense	12,864,100	3,165,946	3,286,297	\$120,351	4%
Non-G.O. CAPITAL Expense	1,464,400	599,239	557,762	(\$41,476)	
Total Non-G.O. Expense	14,328,500	3,765,185	3,844,060	\$78,875	
Non-G.O. Revenue Less Expense	\$5,182,200	\$4,935,721	\$4,035,597	\$900,125	22%

General Obligation (G.O.) Debt Service

Debt Service Ad-Valorem Revenue	2,888,500	2,273,779	2,278,727	
Debt Service Interest Revenue	9,400	1,745	991	
UG Utils- Debt Service Expense	8,080,100	1,677,086	1,790,765	
G.O. Revenue Less Expense	(\$5,182,200)	\$598,438	\$488,954	

G.O. Construction

Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0	
Streetscape. - Construction Expense	0	0	0	
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0	

Utility Fund Detail Budget Report

	December, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$3,415,000	\$755,197	\$487,088	\$268,109	55%
Interest	20,400	5,091	16,014	(10,923)	-68%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	\$3,435,400	\$760,288	\$503,102	\$257,186	51%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,435,400	\$598,470	\$478,349	(\$120,121)	-25%
- Less Debt Service Principal [a]		0	127,589		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,435,400	\$598,470	\$605,937	(\$120,121)	-20%
Operations Margin	\$0	\$161,818	(\$102,835)		
% Gain/(Loss)		27%	(0)		

Impact Fee Revenues					
Sewer Impact Fees	16,000	1,032	\$850	\$182	21%
Impact Fee Interest	100	1	120	(119)	-99%
Total IF Revenue	\$16,100	\$1,033	\$970	\$63	6%
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	0	\$0	\$0	
Total IF Expense	\$16,100	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$1,033	\$970	63	6%
% Gain/(Loss)		100%	1		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,451,500	\$761,321	\$504,072	\$257,249	
TOTAL FUND Expense	\$3,451,500	\$598,470	\$605,937	\$7,468	
FUND Revenue Less Expense	\$0	\$162,852	(\$101,865)	\$264,717	

[a] In Enterprise Funds, debt service principal payment expenses are credited against the debt liability on the balance sheet, reducing the debt on the Balance Sheet and eliminating the expense from the Income Statement.

[b] In Enterprise Funds, the expense of Capital is allocated to depreciation, which in this report is included in the listed operating expense.

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
December, 2020

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	24,999
5130 Finance		0	1,280
5210 Pub. Safety Admin	Buildings	13,000	0
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	717,400	513,394
	Motorcycles (2)	0	0
	Firetruck	0	0
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint	PS AC Repairs	425,000	11,987
	PS Transfer Switch Replacement	0	0
	PS Replacement Gutters	0	0
	PS Roof Replacement	0	0
	Chiller Replacement	0	0
	CH Generator Replacement	0	0
5413 Pub. Works Streets	PS Traffic Signal	208,200	7,585
	Vehicle	30,000	0
	Gas Tax Financed		
	Appropriated Road Improvements		0
	Crosswalks		0
5720 Parks		70,800	33,579
5751 Community Center		0	6,415
5752 Senior Center		0	0
GENERAL FUND TOTAL		1,464,400	599,239
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	0
	EQUIPMENT	462,000	26,608
		0	0
		0	0
		0	0
		0	0
	Capital Offset to Depreciation Exp	(3,037,000)	(26,608)
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,464,400	599,239

INVESTMENT REPORT

December, 2020

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2/18/2021

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			50%	0.0%	Yes
Cash & CDs	CASH			None	100.0%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: December, 2020

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$539	0.17%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$538	0.17%	0%
TOTAL SBA					\$1,077		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$11,207,893	0.01%	37%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$705,928	0.01%	2%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$3,685,035	0.01%	12%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,109	0.01%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,207,794	0.30%	17%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$7,528,453	0.30%	25%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,783,178	0.30%	6%
TOTAL BANKS					\$30,224,389		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$30,225,466
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	0.00%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	\$705,928	(\$19)	(\$2,418,766)	(\$1,677,145)
General Fund (excl. G.O. Funds)	\$20,520,063	\$6,269,078	(\$819,384)	\$7,671,256
Sewer Fund	\$8,999,476	\$1,553	(\$491,278)	\$187,812
TOTAL	\$30,225,466	\$6,270,612	(\$3,729,428)	\$6,181,923
Percent Change for Current	N/A	26.2%	-11.0%	25.7%

Portfolio Report

December, 2020

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$539	0.17%	\$539	\$0	\$1
BoA	Cash-Pool Cash Account (5882)	\$12,622,183	0.01%	\$12,622,182.58	\$0	\$1,262
	Contraband Pool Cash in 5882	\$62,963		\$62,963.31	\$0	\$0
	Pool Cash Due to Sewer Fund			(1,996,747.43)		\$0
	Economic Development			\$519,495		\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$705,928	0.01%	\$705,928	\$0	\$71
Seacoast	Cash-Pool Cash Account (0706)	\$7,528,453	0.30%	\$7,528,453	\$0	\$22,585
Seacoast	Cash-Loan Reserve (3566)	\$1,783,178	0.30%	\$1,783,178	\$0	\$5,350
ALL GENERAL FUND			0.14%	\$21,225,990	\$0	\$29,269
PRIOR MONTH				\$14,956,932		

ok

SEWER OPERATING						
SBA	Investment (032)	\$538	0.17%	\$538	\$0	\$1
BoA	Cash (4319)	\$1,688,287	0.01%	\$1,688,287	\$0	\$169
Seacoast	Cash (4966)	\$5,207,794	0.30%	\$5,207,794	\$0	\$15,623
	Cash-Pool Cash Due From Gen. Fund			\$1,996,747		\$0
ALL SEWER OPERATING FUND			0.18%	\$8,893,367	\$0	\$15,793
PRIOR MONTH				\$8,891,815		

ok

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,109	0.01%	\$106,109	\$0	\$11
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.01%	\$106,109	\$0	\$11
PRIOR MONTH				\$106,108		

ok

ALL FUNDS			0.15%	\$30,225,466	\$0	\$45,072.36
PRIOR MONTH				\$23,954,855		
MONTHLY CHANGE				\$6,270,612		
MONTHLY CHANGE %				26.2%		

ok



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
FEBRUARY 23, 2021 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: February 17, 2021
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 February 9, 2021. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Beachcomber ITB*

Amended the Invitation to Bid for the City’s property at 136 Beachcomber St. in accordance with staff comments.

(2) *Charter Review*

Presented overview of Charter Review process to Council. Solicited discussion on what policies should be presented to voters. Began the process of drafting amendments.

(3) *Economic Development Meeting*

Provided legal counsel at economic development meeting. Began legal research on matters discussed in the meeting regarding development agreement amendments and local gas tax usage.

(4) *Micromobility Devices*

Researched and prepared memo for Council discussion regarding micromobility devices.

(5) *Opiod Case*

Reviewed pretrial motions regarding the opiod litigation.

(5) *Employee Manual*

Reviewed and provided revisions to the 2021 Employee Manual.

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: February 17, 2021

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 – February 23, 2021

Swap Agreements:

- The final two swap agreements for the City's outstanding loans have been executed. This currently places Daytona Beach Shores in a "debt free" position.

Public Safety:

- Recently, the department has conducted interviews with several potential candidates. Based upon the support of the City Council, recruitment appears to be up. Hopefully, this trend will continue so we may be back to our optimal service levels.

Treasure Island:

- The City Attorney and City Staff are working on a draft Development Agreement (DA) between the owners of the property and the City. The DA will go before the Planning Board and then to City Council.



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 23, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion on Electric Motor Scooters and Electric Bicycles

SYNOPSIS:

This item was continued from the meeting on February 9, 2021.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Micromobility Devices memo 2-22



TO: Mayor and City Council

FROM: John Cary, City Attorney

SUBJECT: Regulation of Micromobility Devices

DATE: February 17, 2021

BACKGROUND

The purpose of this memo is to provide an overview of the legal framework for regulating micromobility devices. Micromobility devices have only recently been recognized and regulated in state law. A bill passed in the 2019 legislative session defined “micromobility devices” as “any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground. This term includes motorized scooters and [motorized] bicycles as defined in this chapter.”

State law provides a “default” setting, where motorized scooters (which includes privately owned scooters) and micromobility devices have all the rights and duties of a rider of a bicycle. However, state law explicitly allows local governments to regulate the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government’s jurisdiction. The law also explicitly provides that a driver’s license is not required to operate a motorized scooter or micromobility device. That issue is preempted to the state, so we could not require driver’s licenses to operate the devices in the city.

REGULATIONS BY SELECT OTHER CITIES

- Daytona Beach – Requires a franchise agreement and prohibits use on A1A;
- Volusia County – None that I could find;

- St. Augustine – Requires vehicles not in use to be placed in “docking stations.” Limited use of scooters to sidewalks at least 8 feet wide. Police may impound scooters that are not properly stored. \$25 retrieval fee;
- Orlando – Prohibits use on sidewalks that have signage putting people on notice. Rentals operate under a pilot program that limits fleet size;
- Orange County – Bans rentals in unincorporated areas; and
- St. Petersburg – License required for rentals. Scooters must be returned to a designated parking station after each trip.

OPTIONS

Since the legislature explicitly allows local regulations, the city may adopt regulations as it sees fit that pertain to the operation of scooters and micromobility devices in the city. Here are some potential avenues of regulation:

- Prohibit the operation of motorized scooters and micromobility devices on sidewalks;
- Require orderly operation of motorized scooters and micromobility devices on sidewalks (i.e., must ride in a single file line, must stay to the right, etc.);
- Regulate businesses that rent such devices through the zoning code (i.e., create a use that would be allowed only in certain zoning districts; *Classy Cycles, Inc. v. Panama City Beach*, 301 So.3d 1046 (1st DCA 2019));
- Prohibit rentals in the city through the zoning code; *Id.*;
- Require a franchise agreement for rental businesses;
- Require a permit for rental companies operating in the city;
- Allow impoundment of scooters abandoned on right-of-way and require a fee to retrieve impounded scooters;

NOT ALLOWED TO REGULATE

There are some types of regulations that have already been struck down by courts of appeal or are otherwise expressly preempted by statute:

- Requirement to wear a vest (or helmet or other equipment); *Classy Cycles, Inc. v. Bay County*, 201 So.3d 779 (1st DCA 2016);
- Insurance requirements (express and implied preemption); *Id.*;
- Require registration or licensing; Section 316.2128(2) and (3), Florida Statutes;

CONCLUSION

I would request direction from the Council regarding whether the Council would like an ordinance to be drafted, and if so, what types of regulations the Council prefers.



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 23, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion in support of banning smoking in public parks and beaches

SYNOPSIS:

This is a continuation of discussion from February 9th agenda.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The following information was provided by CMBR Bryan -

This Resolution would support legislation that will give cities and counties the authority to regulate smoking in parks and on beaches. This is a "home rule" issue. If the legislation passes, DBS will not be required to do anything that it is not doing now. It (along with all of the other cities and counties in FL) will be allowed to address the public health issue of smoking in parks and on beaches. We could decide to not do anything or we could decide to do some form of regulation of smoking in parks and/or maybe on the beach that is within city limits.

Florida Statutes Chapter 386.209 provides that the regulation of smoking is preempted to the State of Florida. The youth of communities throughout the State currently play on playgrounds, athletic fields, skate parks, aquatic facilities, and beaches with exposure to unhealthy secondhand smoke if there is smoking near them. Furthermore, secondhand smoke is unhealthy for adults as well. The current law prohibits municipalities and counties from setting up reasonable smoke-free zones in parks and on beaches.

SB 334 (Gruters) and HB 239 (Altman) authorize cities and counties to restrict smoking within the boundaries of any public beach or park they own. The bills specify that municipalities can restrict smoking within the city boundaries of a beach or park that is owned by the county, but located within the city, as long as it does not conflict with any county ordinance. Additionally, the bills prohibit smoking in state parks.

The motion would be to have the City Attorney prepare and execute the final resolution based on the

Fort Lauderdale draft that was in the last agenda packet. That executed resolution could then be sent to appropriate legislators.

A DBS resolution could be crafted using a draft Fort Lauderdale resolution as follows:

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION TO PROHIBIT THE SMOKING OF TOBACCO ON PUBLIC BEACHES; PROVIDING COUNTIES AND MUNICIPALITIES AUTHORITY TO ISSUE CIVIL PENALTIES AND CITATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to United States Center for Disease Control the combination of smoke from the burning of tobacco products and the smoked exhaled from the smoker, referred to as secondhand smoke, exposes nonsmokers to thousands of chemicals, hundreds of which are toxic and 70 known to cause cancer; and

WHEREAS, as of 2018, nearly 14 of every 100 (14.0%) U.S. adults aged 18 years or older currently smoke cigarettes; and

WHEREAS, cigarette smoking causes more than 480,000 deaths each year in the United States; and

WHEREAS, there is no risk-free level of secondhand smoke exposure; even brief exposure can be harmful to health; and

WHEREAS, approximately 2.5 million nonsmokers have died from health-related illnesses caused by exposure to secondhand smoke since 1964; and

WHEREAS, prohibiting tobacco products that cause harmful smoke prevents potential exposure to toxic and cancerous chemicals; and

WHEREAS, according to the Ocean Conservancy, cigarette butts are the most common waste item collected from beach cleanups; and

WHEREAS, the City would benefit from legislation that prohibits the smoking of tobacco on public beaches and parks within its jurisdiction; and

WHEREAS, the City Commission finds that this Resolution is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA

SECTION 1. That the above recitals are hereby adopted by the City of Fort Lauderdale as its legislative findings relative to the subjects and matters set forth in this Resolution.

SECTION 2. That the City Commission of the City of Fort Lauderdale hereby encourages the Florida Legislature to pass legislation prohibiting the smoking of tobacco in state parks and allowing the prohibition on public beaches in other public parks and providing enforcement authority to counties and municipalities (SB334 and HB239).

SECTION 3. That the City Clerk, or his/her designee, is hereby directed to distribute a copy of this resolution to the Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and to other lawmakers as appropriate.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this _____ day of _____, 2020.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. support smoking ban Chair Robinson HB 239 01.27.21



City of
INDIAN HARBOUR BEACH
Florida

2055 South Patrick Drive
Indian Harbour Beach, FL 32937
Phone 321-773-3181
Fax 321-773-5080
www.indianharbourbeach.org

January 27, 2021

Representative William Robinson, Jr., Chair
House Professions & Public Health Subcommittee
Florida House of Representatives, District 71
214 House Office Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Dear Chair Robinson:

I trust you and your family are safe and healthy.

I am writing in support of HB 239, by Representative Thad Altman, giving cities and counties the ability to provide smoke-free zones in a public park. I request your support of HB 239 and ask that you please place this important legislation on the agenda in the House Professions & Public Health Subcommittee for a hearing.

As you may know, Florida Statutes Chapter 386.209 provides that the regulation of smoking is preempted to the State of Florida. The youth of our community and communities throughout the State currently play on playgrounds, athletic fields, skate parks, and aquatic facilities with inconsiderate adults smoking around these children providing them with unhealthy secondhand smoke. The current law prohibits municipalities and counties from setting up a reasonable smoke-free zone so that our young people can enjoy playing on public playgrounds, at recreation facilities, on athletic fields, or watching a sibling play youth sports on such athletic fields.

Last year I worked closely with Senator Debbie Mayfield in the development of and passage of SB 630 (passed the Florida Senate 39-1), allowing municipalities and counties, if they choose, to create smoke-free zones within the boundaries of a public park. Regrettably, there was no companion House legislation and SB 630 died in messages.

In 2021, I stand in support of Representative Altman's HB 239 and commend him for helping to provide a healthy environment for our youth. I urge you to support this legislation and schedule a hearing on HB 239.

Thank you and thank you for your service to your district and the State of Florida.

Sincerely,

Mark K. Ryan
City Manager

Cc: Representative Thad Altman



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 23, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: Economic Development New Business Lease Subsidy Grant Application, NSB eBikes, LLC., d/b/a Daytona Electric Bikes

SYNOPSIS:

The applicant, NSB eBikes, LLC, D/B/A Daytona Electric Bikes, submitted an Economic Development Grant Application on December 12, 2020, requesting new business lease subsidy grant totaling the amount of \$5,400 over the course of three (3) years. The applicant opened its business January 2021 at 116 Dunlawton Avenue, Suite 4, Daytona Beach Shores, FL 32118. Attached is a copy of the grant application, business plan and their five (5) year lease.

FISCAL IMPACT STATEMENT:

This is a budgeted expenditure.

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 within City limits. The ordinance, among other things, created an "Economic Development Lease Subsidy Program," which provides grants to subsidize leases for new businesses over a three (3) year period. The lease subsidy is capped at 30%, 20%, and 10% of the lease rent for the first, second and third year, respectively, providing the total amount disbursed by the City does not exceed \$20,000.

Attached is the proposed grant agreement between the City and the applicant, the grant application and staff analysis of the grant application.

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

The Economic Development Committee recommended approval of the subject grant application.

SUGGESTED MOTION:

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

OR

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

OR

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

ATTACHMENT:

1. Daytona Electric Bikes Grant Application
2. Daytona Electric Bikes - payment schedule
3. DAYTONA ELECTRIC BIKES - EDP Lease Subsidy Evaluation Worksheet
4. Daytona Electronic Bikes-Lease Subsidy Grant Agreement

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

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

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME: NSB eBikes LLC, dba Daytona Electric Bikes
CONTACT PERSON (if an entity): Elena Marchese
ADDRESS: 116 Dunlawton Ave, Suite 4
CITY: Daytona Beach Shores STATE: FL ZIP: 32118
TELEPHONE: (407) 557-5321 FAX: Shore (386) 214-2452
EMAIL ADDRESS: nsbebikes@gmail.com
elena@daytonaelectricbikes.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual
☒ Limited Liability Company

☐ Corporation
☐ Other

GRANT TYPE:

(Check one only)

☒ **Lease Subsidy**
☒ New Business (Buildout or Lease Subsidy)
☐ Existing Business Expansion
☐ Existing Business Relocation
☐ Existing Business Lease Extension

Other
☐ Land Purchase
☐ Façade/Beautification
☐ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: 116 Dunlawton Ave, Suite 4

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 630201050160

BASE REAL PROPERTY VALUE:

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

PROJECT DESCRIPTION:

Set up store service area to work on bike repairs - racks, hooks,
tools, supplies.
Set up reception customer service and accessory display
Install new vinyl flooring, paint walls
New window vinyl lettering, monument and store channel
lettering on bldg
Branding, Marketing - Delivery VAN lettering

PROJECT BENEFITS TO THE CITY:

See Business Plan - Mission Statement

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:

Elena Marchese

PRINTED NAME:

Elena Marchese

DATE:

12/11/2020

David P. Lyle

David P. Lyle

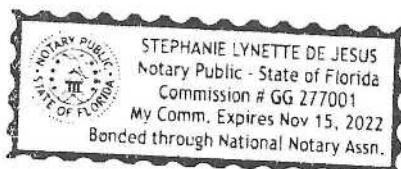
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of December, 20 by Elena Marchese + David Lyle, who is personally known to me, OR who has produced FL Drivers Lic + Alaska as identification and did (did not) take an oath.

My commission expires: Nov 15/2022

Printed Name: Stephanie Lynette De Jesus
NOTARY PUBLIC



Page 3 of 9

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: 116 Dunlawton Ave. Daytona Beach Shores, FL 32118
TAX PARCEL ID: 630201050160

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

[Signature]

NAME PRINTED

Brent Roberts

OWNER (Printed Name)

*Joseph Genovese
Lisa Genovese*

WITNESS #2 (Signature)

[Signature]

NAME PRINTED

Kim Graham

OWNER (Signature)

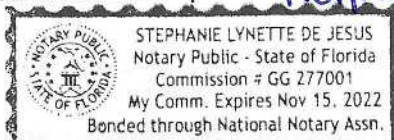
[Signature]

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this *11th* day of *Dec*, 20
by *Joseph Genovese + Lisa Genovese* who is personally known to me, OR who has
produced *Florida Drivers Lic* as identification and did (did not) take an oath.

My commission expires: *Nov/15/2022*



Printed Name: *Stephanie Lynette De Jesus*
NOTARY PUBLIC

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

AUTHORIZATION TO APPLY

I, Joseph and Lisa Genovese, am the owner of the following described property:
PROPERTY ADDRESS: aka VIA Genovese

116 Dunlawton Ave, Daytona Beach Shores, 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: Elena Marchese
(IF APPLICABLE) David P. Lyle

PROPERTY OWNER (1) (Print Name)
Joseph Genovese

PROPERTY OWNER (2) (Printed Name)
Lisa Genovese

PROPERTY OWNER (1) (Signature)



STATE OF FLORIDA

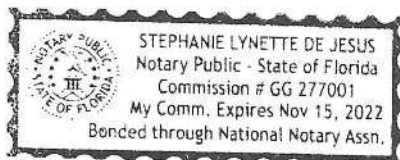
PROPERTY OWNER (2) (Signature)



COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of December, 2020 by Joseph and Lisa Genovese, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires: Nov/15/2022



Printed Name: Stephanie Lynette De Jesus
NOTARY PUBLIC

PROGRAM APPLICATION PROCESS

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

GRANT PAYMENTS ELIGIBILITY AND PROCESS

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

VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE ANNUAL TAX BILL

Volusia County
FLORIDA

PROPERTY ADDRESS: 116 DUNLAWTON BLVD
 DAYTONA BEACH SHORES 32117
 LEGAL DESCRIPTION: LOT 16 EXC E 35 FT OF N 150 FT & LOT 17 BLK E HALIFAX EST
 & INC LOT 18 & E 34 FT OF LOT 19 BLK 1 RIVERSIDE PARK
 PORT O RANGE PER OR 4551 PG 0056 PER OR 7144 PG 4053

VIA GENOVESE LLC
 62 S TURN CIR
 PONCE INLET, FL 32127



Pay Online

PARCEL:	630201050160
ALTERNATE KEY:	3567056
MILLAGE CODE:	403
TAX YEAR:	2020

Pay online at volusia.county-taxes.com

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

IF POSTMARKED BY:	Nov 30, 2020	Dec 31, 2020	Jan 31, 2021	Feb 28, 2021	Mar 31, 2021
DISCOUNT:	4%	3%	2%	1%	0%
PAY THIS AMOUNT:	12,203.99	12,331.12	12,458.24	12,585.37	12,712.49

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	5.45000	624.533	0	624.533	3,403.70
VOLUSIA COUNTY LIBRARY	0.51740	624.533	0	624.533	323.13
VOLUSIA FOREVER	0.10520	624.533	0	624.533	65.70
VOLUSIA ECHO	0.00000	624.533	0	624.533	0.00
VOLUSIA FOREVER I&S 2005	0.07830	624.533	0	624.533	48.90
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	624.533	0	624.533	111.23
PONCE INLET PORT AUTHORITY	0.08800	624.533	0	624.533	54.96
SCHOOL	5.90700	624.533	0	624.533	3,689.12
DAYTONA BEACH SHORES	5.04760	624.533	0	624.533	3,152.39
DAYTONA BEACH SHORES I&S 2006	1.73500	624.533	0	624.533	1,083.56
ST JOHNS WATER MANAGEMENT DIST	0.22870	624.533	0	624.533	142.83
FLORIDA INLAND NAVIGATION DIST	0.03200	624.533	0	624.533	19.99
HALIFAX HOSPITAL AUTHORITY	0.98790	624.533	0	624.533	616.98

TOTAL MILLAGE RATE:	20.35520	TOTAL TAXES:	\$12,712.49
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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
-------------------	-----------	---------------	--------

TOTAL ASSESSMENTS: \$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$12,712.49

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW

(See Ordinance Number 2019-06)

A. ECONOMIC DEVELOPMENT LAND PURCHASE PROGRAM (LPP):

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

LPP Benefits:

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

City Considerations (There Is No Entitlement To Approval):

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

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

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

LSP Program Benefits:

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

LSP Program Requirements:

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

City Considerations (There Is No Entitlement To Approval):

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

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

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

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

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

C. ALTERNATIVE GRANT PROGRAM (AGP):

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

City Considerations (There Is No Entitlement To Approval):

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

For additional information, please contact:

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

1. The first part of the report discusses the importance of maintaining accurate records of all transactions.

2. The second part of the report discusses the importance of maintaining accurate records of all transactions.

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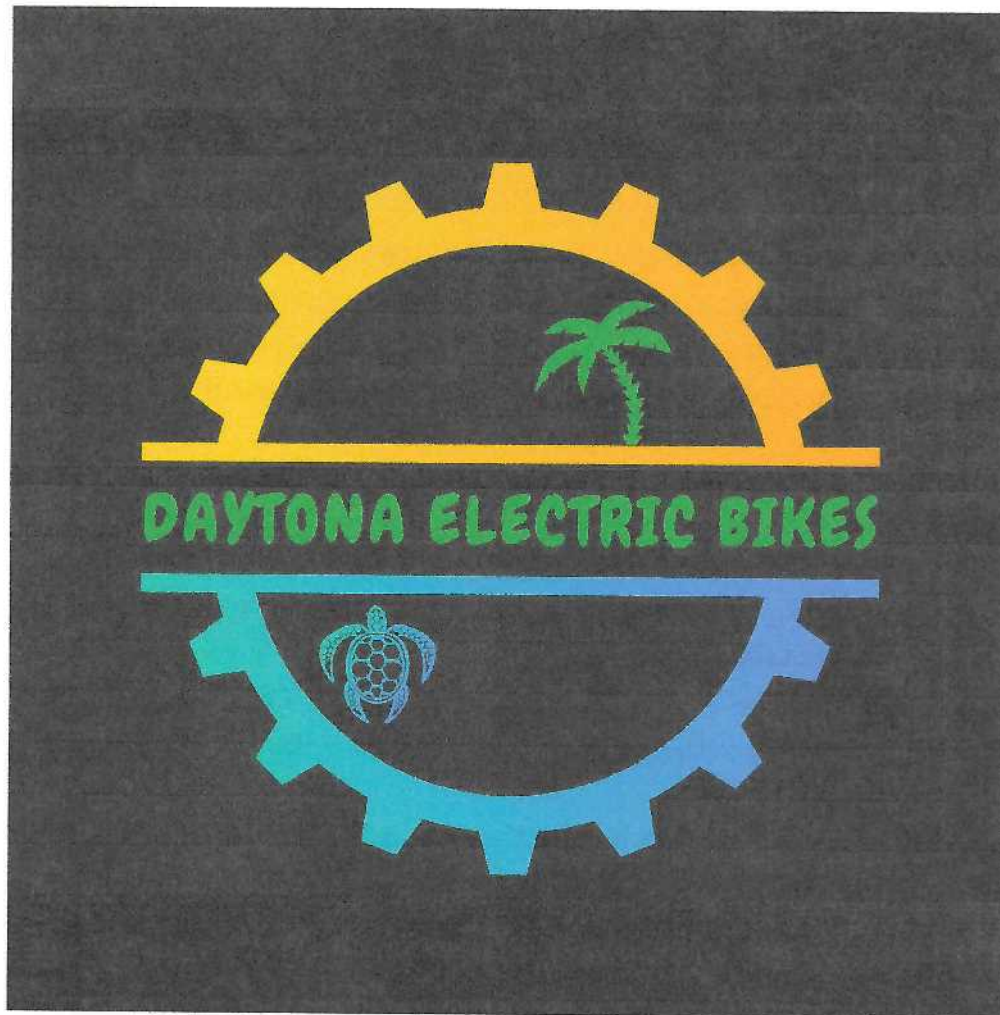
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17. The seventeenth part of the report discusses the importance of maintaining accurate records of all transactions.

18. The eighteenth part of the report discusses the importance of maintaining accurate records of all transactions.

BUSINESS PLAN



Our Mission Statement

MISSION AND VISION

NSB e BIKES, LLC wants to see a future filled with a symphony of human powered movement. We want to give bicyclists a voice in how they envision their world of travel. By having access to an electric bicycle, guests can see and experience the future of bike transportation, go further, see more. Together we can make a better bike world.

Our Mission

We strive to foster bicycling in New Smyrna Beach as a means of transportation and exploration. We seek to empower individuals to take control of their personal time, how they get from one place to another, while feeling a sense of being part of our community.

Our Values

Safety – Both on the roads and on the beach, we want people to feel comfortable and safe while riding.

Personal health – Bicycling improves the body and the mind.

Environmental health – Bicycles emit infinitely less CO₂ than cars both in production and use.

Sustainability – Our Vision is for the long term, keeping people on bikes, recycling bike components and repurposing bicycles.

Diversity – We strive to create equitable access to bicycles, education, and community through our welcoming shop culture.

Education – We understand the power of knowledge. Our goals and our success are built on educating those who enjoy our eBikes. Educated cyclists are safe and empowered cyclists! People with knowledge are self-motivated and better community members.

Fun! – Bicycles are Fun! Bicycles make exploring our world a fun and good place to be.

Introduction to NSB e BIKES, LLC dba Daytona Electric Bikes

Contact Information:	Elena Marchese (407) 557-5334 Dave Lyle (407) 297-0047
Mailing Address:	P. O. Box 183, New Smyrna Beach 32170
Location:	116 Dunlawton Blvd, Suite 4 Daytona Beach Shores, FL 32118
Legal Form of Business:	Partnership – Multi Member LLC NSB e BIKES, LLC dba Daytona Electric Bikes
Effective Date:	July 7, 2020
DBA Name Authorization:	November 23, 2020
Products & Services:	Bicycle rentals and sales providing electric bikes and beach cruisers with the option of offering additional related recreational items.
Current Assets & Inventory:	Delivery Van 2018 Ram Promaster 48 Electric Bikes 6 regular beach cruiser bicycles
Hours of Operation:	Friday, Saturday, Sunday 8:00AM – 6:00PM Monday through Thursday 9:00AM – 5:00PM

Electric Bicycle Rental Pricing

Walk-in location: Daytona Beach Ramp Location

Volusia County Delivery locations: Daytona Beach, Daytona Beach Shores, Ponce Inlet, Ormond Beach, New Smyrna Beach

Daytona Store Menu:

Hourly \$20

2 Hour rental \$30

3 Hour rental \$40

Half 5-hour Day \$55

Full 8-hour day \$85

Two-Day \$95

Week rental \$295

Delivery Menu:

Two-Day rental \$100

Week rental \$300

NSB Delivery Menu:

Full 8-hour Day \$85

Half 5-hour Day \$55

Two-Day rental is any 2 consecutive days = \$100

Week rental is longer than 2 days, up to 7 consecutive days = \$300

Our Income Needs

FIXED EXPENSES

MONTHLY

ANNUALLY

Rent Payments + Tax	795	9,540
Utilities (Water, Electric, Internet, etc.)	80	960
Commercial Liability Insurance	471	5,652
Commercial Auto Insurance	245	2,940
City/County Business Tax Receipt (License)	6	75
Van Registration – DEB specialty tag	7	83
Business cellphone (Dave)	75	900
		Total: 20,150

VARIABLE EXPENSES

Auto expenses (gas, repairs)	250	3,000
Bike maintenance & repair supplies	400	4,800
Merchant Services (1.5-3% fee) equipment	45	540
Employee payroll or 1099	1,200	14,400
Salaries: Dave & Elena 2021	5,800	70,000
Cost of Goods	10,000	120,000
		Total: 142,000

BUSINESS EXPENSES

Store Signage: Header, Street, Windows		5,500
Marketing: Van logo wrap / Website modification		1,500
Attorney: Operating Agreement / Waiver		1,850
Accounting / Bookkeeping	285	3,420
Owner Financing: 48 months/\$70k @ 5%	1,728	20,736
Store set up: flooring, paint, reception, service dept		3,200
		Total: 36,206

SAVINGS AND ACCUMULATION

Key Person Life Insurance premiums - Term	250	3,000
Employee Benefits – Disability, Health, Life		
Systematic Savings – Roth IRA	100	1,200

MISCELLANEOUS

Accessories: t-shirts, decals, seats, hats, locks	5-15/each	1,200
Marketing: Videography \$600-700 (Meghan)		750
Community Membership Dues		350
2016 Van \$10k loan pymts x 48 months @ 3.74%	224	
2018 Van \$20k loan pymts x 60 months @ 3.24%	361	

TOTAL START-UP INCOME REQUIREMENT

\$198,356

One Year Goals

2020 Business Goals	DATE
Set up Shop – sales counter, display racks Daytona Google and Trip Advisor location/address	October
Purchase 40 eBikes - rentals	October
Purchase 10 more eBikes - sales	November
Purchase Cargo Van 2018 Ram ProMaster	October
Relationships with Surf Shops and Paddleboard shops	October/November
Relationships with bars, ice cream shops and restaurants	November
Relationships with Condo associations, vacation rentals, hotels	November

Our 2 – 5 Year Goals

2021 – 2025 Year Business Goals	DATE
Delivery Service: Volusia County	2020
Electric Bike Dealership	2020
Purchase second Van	2021
Offer Seasonal Tours: Sunset Tours	2021
Offer additional recreational items	2022
Pay off second Van	2024

Our Production Goals

	REQUIRED MINIMUM	KEY GOAL	THE STARS
Total Monthly Gross Income \$	\$17,000 \$85 x 10 bikes X 20 days	\$30,000 \$30 x 10 bikes x 2hr rentals x 20 days	\$90,000 \$30 x 20 bikes x 2hr rentals x 30 days
HOLIDAY INCOME	\$5,000	\$6,000	\$7,000
Accessories	\$500	\$1,000	\$2,500
Total Annual \$	\$215,000	\$378,000	\$1,117,000
AVG DAILY BIKE RENTALS	5	10	20
AVG. DAILY ACCESSORY SALES	30	100	250

One Year Activity Planning

Electric Bike Rentals	10 eBike styles – includes a 3-wheeler, sporty teen size, double-seater 20 eBike styles – includes a tandem
Accessories	Sales of NSB eBikes Logo T-Shirts, sticker decals, key chains, beach chairs, towels, hats, sunscreen
Holiday Ideas	Window Marketing: Independence Day – red, white, blue Halloween – orange bike Christmas – red, white, green
Store Interior	Sales checkout area, glass display counter for decals and small souvenir items. Racks and hooks for clothing, towels, and turntable stand.
Business Relationships	Bart – paddleboard shop in NSB Mitch – tattoo shop on A1A Daytona Red Dog Surf Shop
Restaurant Relationships	Genovese's Italian Cafe Starbucks Ice cream shops Taverns
Busy Season: Extra Employees	Hunter Schad Zane Lyle Abby Billingham

Market Development- Our Target Market

Target Age Groups: 20-30, 30-40, 50+

Target Market Is: Young families, travelers, weekend visitors, seasonal snowbirds, couples, athletes, family reunion groups, small business owners, retirees

Our APPROACH is: We provide fun transportation to our neighbors and those who visit beautiful New Smyrna Beach, Florida. We specialize in quality caring service, welcome participation in the great outdoors, and inspire the enjoyment of nature. We want our guests to relax and have a good time!

What are the top services/solutions we can provide to our target market? What would MOST interest them or be a HIGH priority?

Delivery Service to hotels, condos, resorts, vacation rentals
Local transportation – go further and see more because of the pedal assist power
Bicycle rentals and electric bike sales
Safety and Enjoyable time spent with family and friends

What are the biggest challenges in working with our target market? (Budget, Accessibility, Seasons, Product knowledge, Licensing, Liability, Health, Competition)

Weather – rain storms; high tide
Minors – under age 16 ride with supervision: adult/guardian
Care and guidance with disabled and elderly
Injury/Equipment damage/ Theft

What specific actions can we take to better position ourself within this market? Who do we know who can help us achieve this? (Ex: My Partner, Attorney, Accountant, Business Network, local Business Owners, our Children, Friends, Neighbors)

Stay informed daily with weather station, monitor high/low tide
Provide helmets; Adult supervision; adhere to pre-rental guidelines
Insurance protection. Provide bike locks

Our Market Impact

Our Market Impact:

# of consumers in Sales Database:	4,239 Contacts
Top Consumer SOURCE in Sales Database:	Business Owners
	Seasonal Travelers
# LinkedIn Connections:	796 connections
# Facebook Business Page "Likes":	242 follow page
# Instagram Followers:	398 followers
# of PERSONAL Facebook Friends:	744 connections

Our 2020 Marketing Projections:

# of Community Events	4 per year
# of Networking Events	12 per year
# of Business Walk-Ins	5-10 per week

Our Career Experience, Education and Background:

Tourism, finance, travel, prior retail store business owner with employees, prior handyman business owner, 30+ years customer service

Our Marketing Plan

- ☐ **Networking:** Actively participate in at least 1 Networking Group that includes our target market:

Name: BNI Business Network International
Name: Chamber of Commerce
Name: The Hub Cycling

Meeting Frequency: every Wednesday
Meeting Frequency: every Friday
3751 E. Clyde Morris, Port Orange

Estimated Cost: \$848.00/year

- ☐ **Community Events:** Participate in local events (Seasonal Festivals, Holiday Events, School/Church Events, Fun Runs, Bicycle Club events) that attract our target market.

Event Name: Chamber 5k Run **Location:** New Smyrna Beach/Daytona
How can I best engage consumers at this event? Arrival & Departure on Bikes
What Supplies do I need? Business cards; Promotional flyers

Registration Cost: \$20-30/run Supply Cost: \$250.00

Introductions/Community Support & Participation:

- ☐ **Volunteering:** Community engagement, relationship building and positive interactions

Organizations: Beach Clean-Up, CAAM 200k NSB, Fitness Walks, Lighthouse Loop 5k, Boys & Girls Club,

- ☐ **Business Canvassing:** Introductions to local professionals and business owners

Industry Focus: Vacation Rentals. Hotels. Condo Associations
Provide promotional flyers inside rooms for guests

- ☐ **Professional Referrals:** Establishing referral partnerships

Name: Red Dog Surf Shop
Name: Women Making Waves
Name: Izzy's Island Tacos
Name: Beachside Tavern
Name: Norwoods

Profession: Surf/Paddleboard shops
Profession: Paddleboard rentals
Profession: Ice Cream / Restaurant
Profession: Restaurant
Profession: Restaurant

Marketing Activity - FREE

- ☐ Invite new contacts to LIKE our FACEBOOK business page
- ☐ Sending LINKED-IN connection requests to new professional contacts
- ☐ SHARING PHOTOS on our business page! Activity, Achievements – Fun!
- ☐ Responding to Life Events with a personalized private message
- ☐ LIKING the Facebook Business Pages of the businesses we canvass

Marketing Activity – PAID

- ☐ Paying to BOOST our best Facebook post of the week! (\$5 per boost)
- ☐ Creating an AD on Facebook for our TARGET MARKET (\$25 per month)
- ☐ Website branding (\$30 per month)
- ☐ Direct Mail (60 cents each)

Estimated Monthly Cost (Web, Direct Mail, Ads, Boosts) \$1,520

Relationship Management - FREE

- ☐ Supporting our CUSTOMERS and FRIENDS Facebook Business Pages
- ☐ Making BIRTHDAY Calls or PERSONAL Intro and Follow Up calls

Relationship Management - PAID

- ☐ Sending Newsletter – 70 cents each
- ☐ Sending an annual CALENDAR - \$2.40 each
- ☐ Direct Mail (60 cents each)
- ☐ Invite to educational Workshops hosted at the Shop
- ☐ Annual Client Appreciation Receptions \$250 per event

Estimated Monthly Cost (Newsletters, Reception, Cards) \$171.50

Other Brand Investments:

- | | |
|---|---------------------------|
| ☐ Videography commercials | Est. Cost: \$750 |
| ☐ Wardrobe Investments (T-Shirts, Logo attire) | Est. Cost: \$300 |
| ☐ Technology Investments (iPad, printer, etc.) | Est. Cost: \$2,000 |
| ☐ Branded Materials (t-shirts, decals, visors, etc) | Est. Cost: \$1,500 |
| ☐ Print Branding (business cards, trail maps, flyer) | Est. Cost: \$150 |

Marketing Budget Totals – Summarize the estimated costs above

Total Networking Dues/Fees	Est. Cost: \$848.
Total Event Marketing Registration/Supplies	Est. Cost: \$280.
Total Marketing Activities	Est. Cost: \$1,520.
Total Relationship Management	Est. Cost: \$171.50
Total Other Brand Investments	Est. Cost: \$4,700.



LEASE AGREEMENT

LEASE AGREEMENT made the 7th day of October, 2020, between Joseph and Lisa Genovese D/B/A via Genovese, herein designated as the "Landlord"; and Elena Marchese, herein designated as the "Tenant."

David Lyle

The parties hereto agree as follows:

1. LEASED PREMISES. The Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the premises situated at and commonly known as Unit # 4, 116 Dunlawton Boulevard, Daytona Beach Shores, Florida, hereinafter known as the "leased premises." The leased premises shall be used only for

Bike Rental Shop

1st 39750
Last 795
SEC 795
198750

2. TERM. The term of the lease hereunder shall be as follows:

The lease will commence on Nov 15 2020 and end

Dec 1 2025, and Tenant shall have an option to renew said lease as long as the "leased premises" are not sold by Landlord, upon terms and conditions to be agreed upon at the time of the exercise of the option to renew. To exercise the option to renew, Tenant shall advise the Landlord in writing of its intent to renew this lease at least thirty (30) days prior to the expiration of this lease.

3. RENT. The Tenant agrees to pay rent to the Landlord as follows:

Nov Rent

375 + 2250/24
39750

Year 1: The Tenant shall pay to Landlord or Landlord's agent on the first day of each month, commencing Dec 1 2020, the sum of 750, plus applicable sales tax, per month. + water
+ sewer

45 tax
795

Year 2: The Tenant shall pay to Landlord or Landlord's agent on the first day of each month, commencing _____, the sum of 750, plus applicable sales tax, per month.

Year 3: The Tenant shall pay to Landlord or Landlord's agent on the first day of each month, commencing _____, the sum of 750, plus applicable sales tax, per month.

Year 4: The Tenant shall pay to Landlord or Landlord's agent on the first day of each month, commencing optional, the sum of 750, plus applicable sales tax, per month.

Initial EM

Year 5: The Tenant shall pay to Landlord or Landlord's agent on the first day of each month, commencing optional, the sum of 750, plus applicable sales tax, per month.

Payment shall be made to the Landlord whose address is, 116 Dunlawton Boulevard, Daytona Beach Shores, Florida, 32127, which may be changed by the Landlord in writing to

62 South Turn Cir
Ponce Inlet, FL
32127

Lisa 852-5266
Joe 852-5267

the Tenant. The Tenant shall pay to the amount of Ten Dollars (\$10.00) on any payment not made within ten (10) days following the due date thereof.

4. UPKEEP. The Tenant has examined the leased premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant is responsible for the upkeep of the inside and outside of the premises including the parking area and is responsible for its own garbage and shall keep the air conditioners in working order. The Tenant will carry fire insurance and full liability coverage at Tenant's cost and expense. The Tenant shall take good care of the leased premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the leased premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the leased premises in good order and condition, wear and tear from a reasonable use thereof excepted unless Tenant exercises its option to renew. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, and entrances, but shall keep and maintain the same in a clean condition, free from debris, trash and refuse.

5. DESTRUCTION OR DAMAGE TO LEASED PREMISES. In case of the destruction of or any damage to the glass in the leased premises, or the destruction of or damage of any kind whatsoever to the leased premises, caused by the carelessness, negligence or employees, guests, licensees, invitees, subtenants, assignees, or successors, the Tenant shall repair the said damage or replace or restore any destroyed parts of the leased premises, as speedily as possible, at the Tenant's own cost and expense.

6. ALTERATIONS. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, to Initial *MR* antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions, or improvements, and systems, when to and become the property of the Landlord and shall be surrendered with the leased premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

Tenant shall at tenant's expense make all major and minor repairs and maintain all equipment in good working condition and replace, at tenant's expense, if needed, plumbing and electrical repairs or replacements.

7. UTILITIES. The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charge to the Landlord by the suppliers during the term hereof.

8. COMPLIANCE WITH LAWS. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the leased premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of any insurance companies covering the leased premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

9. LIABILITY INSURANCE. The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to ^{more than one} person, in any one accident or occurrence, and for loss or damage to the Initial *al* *J* property or any person or persons, for not less than \$1,000,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in Florida and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen (15) days prior to the expiration or termination of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business, Tenant shall pay the increased insurance costs to Landlord as additional rent together with applicable sales tax. Additionally, if Tenant, after the commencement date of this lease is required to provide any improvements by state or local government or by Landlord's insurance carrier, Tenant shall perform and pay the costs of any such required improvements.

10. SUBLETTING AND ASSIGNMENT. The Tenant shall not, without the written consent of the Landlord, which consent shall not be unreasonably withheld, assign, mortgage or hypothecate this lease, not sublet or sublease the leased premises or any part thereof.

11. USE OF PREMISES. The tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other

than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

12. LIENS. This lease shall not be a lien against the leased premises in respect to any mortgages that may hereafter be placed upon the leased premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effective subordination of this lease to any such mortgage or mortgages. A refusal by Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

13. EMINENT DOMAIN. If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the leased premises or any portion thereof, to the governmental or other public authority, agency body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the leased premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

14. DAMAGES TO LEASED PREMISES. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the leased premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the Initial AM ly as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the

opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Landlord. However, if in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to and end. In no event, however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or of the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

15. COMPLIANCE WITH LEASE. If the Tenant shall fail or refuse to comply with and perform any conditions and covenant of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

16. INSPECTION AND ENTRY. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

17. SALE OR LEASED PREMISES. The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and the Tenant agrees that 30 days before this lease expires, the Landlord or the Landlord's agents, employees or other representatives shall have

the right to place notices on the front of the leased premises or any part thereof, offering the leased premises for sale; and the tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

18. PERSONAL PROPERTY. Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. DEFAULT BY TENANT. If there should occur any default on the part of the tenant in the performance of any conditions and covenants herein contained, Initial *gm* term hereof the leased premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the leased premises and have and again possess and enjoy the same; and as agent for the Tenant or otherwise, re-let the leased premises and receive the rents therefor and apply the same, first to the payment of such expense, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the term hereof; the same to be paid as such deficiencies arise and are ascertained each month.

20. BANKRUPT, INSOLVENCY, ETC. Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention to do so. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said

Initial *gm*

date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

21. LANDLORD LIABILITY. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of any services to be furnished or supplied by the Landlord.

22. RIGHTS, REMEDIES, ETC. the various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise an election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of event after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, by the same shall continue in full force and effect.

23. SERVICE OR MATERIAL. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation Initial qu A by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

24. VALIDITY OF LEASE. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or Initial qu A but such other clauses or provisions shall remain in full force and effect.

25. NOTICES. All notices required under the terms of this lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt

requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

26. OWNER OF LEASED PREMISE. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

27. ENTIRE CONTRACT. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or premise with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced and signed by the Landlord and the Tenant.

28. CONSTRUCTION OR OTHER LIENS. If any construction or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, Initial W addition to any building or improvement, the Tenant shall within thirty (30) days thereafter, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so, shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this lease, in addition to such as are permitted by law.

29. WAIVER BY TENANT. The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representative, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord waivers of the subrogation rights under the respective policies.

30. LANDLORD'S RELIEF AND REMEDY. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

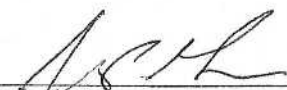
31. SIGNS. All signs must be approved by Landlord.

32. PARKING. All Business Owner's and their employees must park in rear of Building.

In all references herein to any parties, persons, entities or corporations the use of any particular gender of the plural or singular number is intended to include the appropriate

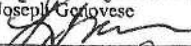
gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

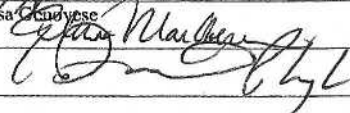
IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.



Joseph G. Giovese

As to Landlord



Lisa G. Giovese


As to Tenant

Daytona Electric Bikes					Paid by Grantee	Paid by City	Paid	Account
1	750.00	30%	225.00	225.00				
2	750.00	30%	225.00	450.00				
3	750.00	30%	225.00	675.00				
4	750.00	30%	225.00	900.00				
5	750.00	30%	225.00	1,125.00				
6	750.00	30%	225.00	1,350.00				
7	750.00	30%	225.00	1,575.00				
8	750.00	30%	225.00	1,800.00				
9	750.00	30%	225.00	2,025.00				
10	750.00	30%	225.00	2,250.00				
11	750.00	30%	225.00	2,475.00				
12	750.00	30%	225.00	2,700.00				
13	750.00	20%	150.00	2,850.00				
14	750.00	20%	150.00	3,000.00				
15	750.00	20%	150.00	3,150.00				
16	750.00	20%	150.00	3,300.00				
17	750.00	20%	150.00	3,450.00				
18	750.00	20%	150.00	3,600.00				
19	750.00	20%	150.00	3,750.00				
20	750.00	20%	150.00	3,900.00				
21	750.00	20%	150.00	4,050.00				
22	750.00	20%	150.00	4,200.00				
23	750.00	20%	150.00	4,350.00				
24	750.00	20%	150.00	4,500.00				
25	750.00	10%	75.00	4,575.00				
26	750.00	10%	75.00	4,650.00				
27	750.00	10%	75.00	4,725.00				
28	750.00	10%	75.00	4,800.00				
29	750.00	10%	75.00	4,875.00				
30	750.00	10%	75.00	4,950.00				
31	750.00	10%	75.00	5,025.00				
32	750.00	10%	75.00	5,100.00				
33	750.00	10%	75.00	5,175.00				
34	750.00	10%	75.00	5,250.00				
35	750.00	10%	75.00	5,325.00				
36	750.00	10%	75.00	5,400.00				

EDP EVALUATION CRITERIA- LEASE SUBSIDY					
Business Name:	Daytona Electric Bikes			Proposed Address:	116 Dunlawton Avenue, Suite 4, DBS, FL
Business Type:	Retail and rental	Vacant Space:	Y/N	Evaluation Date:	Application No.: 2

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?			N/A
4	Is Business A Permitted Use /Non-Residential/Mixed Use?	X		
5	Appropriate Zoning Consistent w/ Comp Plan?	X		
6	Minimum Three (3) Year Lease?	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?		X		
3	Current Related Code or Ordinance Violations?		X		
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			5 YEAR LEASE
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	Lease Subsidy Criteria-Committee	Low	Medium	High	Amount/Comment
1	Number of New Jobs Created?			X	3 FTE
2	Desirability of Business?			X	Currently there are no bike shops on beach side
3	Amount of Capital Investment Made?			X	\$200,000+ (PER THE APPLICANT)
4	New Business-Ability to Attract Other Targeted Businesses?			X	Could help fill empty space next door
5	Business Expansion-Satisfies Economic Development Needs of City?				N/A
6	Business Relocation-Enhance Operations ?				N/A
7	Business Relocation-Enhance Employment?				N/A
8	Lease Extension-Enhance Operations?				N/A
9	Lease Extension-Enhance Employment?				N/A
10	Additional City Council Criteria				N/A

**CITY OF DAYTONA BEACH SHORES/COMMERCIAL LEASE SUBSIDY
GRANT AGREEMENT WITH NSB eBIKES LLC., D/B/A DAYTONA
ELECTRIC BIKES**

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of_____, 2020, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and NSB eBikes D/B/A Daytona Electric Bikes, whose address is 116 Dunlawton Avenue, Suite 4, 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 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 Lease Subsidy Grant to the GRANTEE and the

GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Daytona Electric Bikes

Located at: 116 Dunlawton Avenue, Suite 4, Daytona Beach Shores, FL 32118

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

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

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

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, the City of South Daytona, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the

business at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

5. 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 the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY, including any conditions placed on the Grant by the CITY upon approval; and

7. 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 prior to payment by the CITY of any Lease Subsidy Grant payment.

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEE 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 is in violation of any term or condition in this Agreement.

(C) 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 Grant payments suspended pending the cancellation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT 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 a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 30%.

Total year one disbursement shall not exceed \$2,700.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 20%.

Total year two disbursement shall not exceed \$1,800.

3. For the third year of the Lease Subsidy Grant: Monthly rent times 10%.

Total year three disbursement shall not exceed \$900.

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

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

SECTION 7. DEFAULT.

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

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE 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:

JOHN CARY, CITY ATTORNEY

ATTEST:

Daytona Electric Bikes

:



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 23, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: Economic Development New Business Lease Subsidy Application: Realty Pros Assured, 3118 S. Atlantic Avenue

SYNOPSIS:

The applicant, Realty Pros Assured, Submitted an Economic Development Grant Application on January 22, 2021, requesting a new business lease subsidy grant totaling the amount of \$14,400 over the course of three (3) years. The applicant opened Realty Pros Assured February 2021 at 3118 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118. Realty Pros Assured has seven agents at this location and six of the seven agents are Daytona Beach Shores residents and the seventh agent is from Wilbur by the Sea. This company is also working close with staff and the Daytona Beach Shores Chamber of Commerce Annex to promote commercial property in Daytona Beach Shores. Attached is a copy of the grant application and their five (5) year lease.

FISCAL IMPACT STATEMENT:

This is a budgeted expenditure.

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 Lease Subsidy Program," which provides grants to subsidize leases for new businesses over a three (3) year period. The lease subsidy is capped at 30%, 20% and 10% of the lease rent for the first, second and third year, respectively, providing the total amount disbursed by the City does not exceed \$20,000.

Attached is the proposed grant agreement between the City and the applicant, the grant application and staff analysis of the grant application.

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

The Economic Development Committee recommended approval of the subject grant application.

SUGGESTED MOTION:

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

OR

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

OR

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

ATTACHMENT:

1. Realty Pros Assured grant application
2. Realty Pros Assured - payment structure
3. Realty Pros Assured - EDP Lease Subsidy Evaluation Worksheet
4. Realty Pros Assured-Lease Subsidy Grant Agreement

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: 1/22/21

REFERENCE: 3118 S. Atlantic Ave

(Please Print)

APPLICANT NAME: Realty Pros Assured
CONTACT PERSON (if an entity): Patty Lynn
ADDRESS: 2900 W. Granada Blvd Suite 3
CITY: Daytona Beach STATE: FL ZIP: 32114
TELEPHONE: 386 677 7653 FAX:
EMAIL ADDRESS: Patty@RealtyProsAssured.Com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

☒ **Lease Subsidy**
☒ New Business (Buildout or Lease Subsidy)

Other
☐ Land Purchase

☐ Existing Business Expansion

☐ Façade/Beautification

☐ Existing Business Relocation

☐ Alternative Grant Request

☐ Existing Business Lease Extension

PROJECT SITE INFORMATION:

Address: 3118 S. Atlantic Ave

City: Daytona Beach Shores

State: FL

Zip: 32118

Tax Parcel ID: 533402090/00

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ 177,455 Year: 2020

Maximum New Investment Value \$ N/A

Certified by a licensed Florida Engineer or Architect \$ N/A

PROJECT DESCRIPTION:

Complete Remodel including Two new ADA Bathrooms
New Interior Walls, Doors, Flooring, Exterior Paint,
New Signage.

PROJECT BENEFITS TO THE CITY:

The building was in need of Renovation and
Now is a beautiful Addition to the City.

REQUIRED PROJECT CHECKLIST:

- ☒ Certification by Applicant
- ☒ Application Authorization or Affidavit of Ownership
- N/A ☐ Site plan, building plans, elevations and a detailed scope of work
- ☒ Business Plan
- N/A ☐ 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:



DATE:

1/22/21

PRINTED NAME:

Patricia M Lynn, Manager

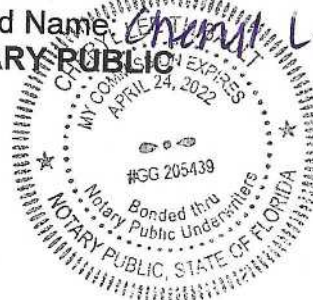
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of January, 2021 by Patricia Lynn, who is personally known to me, OR who has produced FL Driver License as identification and did (did not) take an oath.

My commission expires:

Cheryl M. Thibault
Printed Name: Cheryl M. Thibault
NOTARY PUBLIC



AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS:

TAX PARCEL ID:

3118 S. Atlantic Ave
5334 02090100

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

[Signature]

NAME PRINTED

Shannon Tress-opalka

WITNESS #2 (Signature)

[Signature]

NAME PRINTED

Clayton Cook

STATE OF FLORIDA

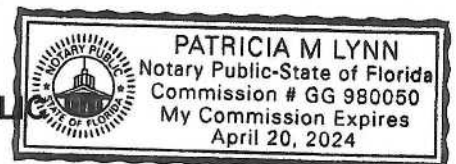
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of Jan, 2024
by George Zissimos, who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:

NOTARY PUBLIC



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

AUTHORIZATION TO APPLY

I, George Zissimos, am the owner of the following described property:

PROPERTY ADDRESS: 3118 S. Atlantic Ave.

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

AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

PROPERTY OWNER (1) (Print Name)

George Zissimos

PROPERTY OWNER (1) (Signature)



PROPERTY OWNER (2) (Printed Name)

Linda Zissimos

PROPERTY OWNER (2) (Signature)



STATE OF FLORIDA

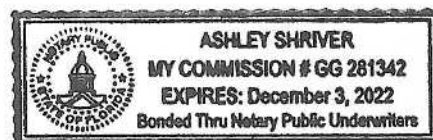
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of January, 2021 by George V. Zissimos Linda Zissimos who is personally known to me, OR who has produced valid ID as identification and did (did not) take an oath.

My commission expires: 12-3-2022



Printed Name: Ashley Shriver
NOTARY PUBLIC



PROGRAM APPLICATION PROCESS

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

GRANT PAYMENTS ELIGIBILITY AND PROCESS

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

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM OVERVIEW

(See Ordinance Number 2019-06)

A. ECONOMIC DEVELOPMENT LAND PURCHASE PROGRAM (LPP):

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

LPP Benefits:

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

City Considerations (There Is No Entitlement To Approval):

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

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

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

LSP Program Benefits:

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

LSP Program Requirements:

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

City Considerations (There Is No Entitlement To Approval):

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

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

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

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

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

C. ALTERNATIVE GRANT PROGRAM (AGP):

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

City Considerations (There Is No Entitlement To Approval):

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

For additional information, please contact:

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



NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2020 Paid Real Estate

PROPERTY ADDRESS: 3118 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
LEGAL DESCRIPTION: LOTS 10 & 11 BLK 9 ROGERS NORTH ORITA INC PER OR 4099 PG 211 8-2119

ZISSIMOS GEORGE & LINDA
71 ROYAL PALM
ORMOND BEACH, FL 32176

PARCEL:	533402090100
ALTERNATE KEY :	3460901
MILLAGE CODE:	403
TAX YEAR:	2020

County of Volusia Will Roberts
Paid By TIME SQUARE INC DBA POJ
11/23/2020 \$3,467.64

Receipt # 067-20-0000434

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

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2020				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	5.45000	177,455	0	177,455	967.13
VOLUSIA COUNTY LIBRARY	0.51740	177,455	0	177,455	91.82
VOLUSIA FOREVER	0.10520	177,455	0	177,455	18.67
VOLUSIA ECHO	0.00000	177,455	0	177,455	0.00
VOLUSIA FOREVER I&S 2005	0.07830	177,455	0	177,455	13.89
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	177,455	0	177,455	31.60
PONCE INLET PORT AUTHORITY	0.08800	177,455	0	177,455	15.62
SCHOOL	5.90700	177,455	0	177,455	1,048.23
DAYTONA BEACH SHORES	5.04760	177,455	0	177,455	895.72
DAYTONA BEACH SHORES I&S 2006	1.73500	177,455	0	177,455	307.88
ST JOHNS WATER MANAGEMENT DIST	0.22870	177,455	0	177,455	40.58
FLORIDA INLAND NAVIGATION DIST	0.03200	177,455	0	177,455	5.68
HALIFAX HOSPITAL AUTHORITY	0.98790	177,455	0	177,455	175.31

TOTAL MILLAGE RATE: 20.35520

TOTAL TAXES: \$3,612.13

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
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TOTAL ASSESSMENTS: \$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$3,612.13

Pay online at volusia.county-taxes.com

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

RETURN WITH PAYMENT

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

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

PARCEL:	533402090100
ALTERNATE KEY :	3460901
TAX YEAR:	2020

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK
ZISSIMOS GEORGE & LINDA
71 ROYAL PALM
ORMOND BEACH, FL 32176

PROPERTY ADDRESS:
3118 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118

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

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2020				
Please Pay	\$0.00				

Public Site



PLEASE DO NOT WRITE ON THIS STUB

Receipt # 067-20-0000434 \$3,467.64

Mail payments to:

County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

BillExpress™

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

For location information, please visit volusia.org/revenue

Contact us:

Phone: (386) 736-5938

Email: revenue@volusia.org

Important Information—Please Read Carefully

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

Current year taxes become delinquent on April 1. On April 1, all delinquent real estate parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur an advertising fee and auction listing fee, and a **tax certificate (lien)** will be sold by June 1. Payment must be made in **certified funds** after a tax certificate is issued.

Delinquent tangible parcels will incur interest, an advertising fee, the cost of collection will be assessed, and a **warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become **subject to seizure and sale at public auction.**

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

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

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

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

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

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

Important dates to remember:

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

Important Payment Information

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

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

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

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

County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

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

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

Using an Online Bill Pay Service

Create a payee for “County of Volusia”

Use the alternate key from the front of the bill for the account number.
Mail payment to:

County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720



January 25, 2021

Realty Pros Assured Business Plan

Realty Pros Assured is a professional office who conducts sales on Real Estate transactions. Our role is to broker such transactions and finalize the sale. We have approximately 15 agents who will work out of this office however there is usually only 5 people in the office at any given time.

Please reach out for further information.

Warm regards,

A handwritten signature in blue ink, appearing to read 'Patty M Lynn', with a long, flowing underline.

Patty M Lynn
Office Manager

4 GREAT LOCATIONS: ORMOND BEACH * ORMOND BY THE SEA * DAYTONA BEACH * PORT ORANGE
840 Dunlawton Ave, Suite D, Port Orange, FL 32127 // PH: 386-767-7653 // FAX: 386-872-4953

LEASE

THIS LEASE is made and entered into this 10th day of September, 2020, by and between GEORGE ZISSIMOS and LINDA ZISSIMOS, his wife, (the Lessor), and dba Realty Pros (SSN 32-0243945), (the Lessee).
FIN

WITNESSETH:

Lessor, in consideration of the rents to be paid and the covenants to be performed by Lessee, as set forth below, does hereby lease to Lessee and Lessee does hereby lease from Lessor the premises located at 3118 South Atlantic Ave., Daytona Beach Shores, Volusia County, Florida. LZ

TO HAVE AND TO HOLD the premises for a five (5) year term to commence on October 1, 2020, and to expire on the last day of October, 2025, at and for the basic ~~in~~ monthly rent herein provided to be paid on the first day of each month and not later than the 5th day of the month. LZ
WLS

The Lessee, in consideration of the above demise, further covenants, promises and agrees with the Lessor as follows:

SECTION 1. PAYMENT OF RENTAL.

Lessee shall pay rent as follows:

- a. On the first day of each calendar month during the first year of this Lease, Lessee shall pay to the Lessor the sum of \$2,000.00 per month, plus applicable state sales tax. A security deposit of one (1) month's rent, plus the first month's rent (\$4,000.00 plus sales tax) shall be paid by the Lessee to the Lessor on or before the day this lease commences.
- b. Rent not paid by the 5th day after the due date shall be considered late, and the Lessee shall pay a late charge of 5%. Payments of rent shall be made at such address furnished in writing to Lessee by Lessor.
- c. If the rent and late charge are not paid by the 7th day after the due date, the Lessee shall be considered in default of this Lease and Lessor may pursue its rights under Paragraph 19 and Florida law. The time is of the essence with respect to any payments under this Lease. All rentals provided for in this Lease shall be payable without notice or demand.

SECTION 2. NET RENT.

~~It is the intention of the Lessor and the Lessee that the rent herein specified shall be net to the Lessor throughout the term of this Lease, that all costs, expenses and obligations incurred by Lessee of every kind relating to the leased property which may arise or become due during the term of this Lease shall be paid by the Lessee, and that the Lessor shall be indemnified by the Lessee against such costs, expenses and obligations. All taxes, charges, costs, and expenses which the Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Lessee's failure to pay such amounts, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto as the Lessor has for the nonpayment of the basic rent. However, Lessor shall be responsible for the roof and any structural defects on the leased premises.~~



SECTION 3. TAXES.

Lessee agrees to pay all ad valorem tangible personal property taxes assessed against Lessor's and Lessee's tangible personal property located in and upon the demised premises.

SECTION 4. INSURANCE.

Lessee is expected to purchase and maintain at its expense liability insurance in a minimum amount of \$500,000.00, insuring Lessor and Lessee against claims for personal injury, medical bills or property damage, with limits as agreed upon between Lessor and Lessee for bodily injury, property damage, or other loss occurring in connection with the use and occupancy of the demised premises. All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in this State. Lessor shall obtain insurance on the building. Lessee shall deliver to Lessor at time of possession of the premises a Certificate of Insurance in amount and written on a company acceptable to Lessor demonstrating the coverages required under this clause.

SECTION 5. UTILITIES.

The Lessee shall pay for all utility and telephone services furnished to the premises and shall make necessary deposits. Lessor shall not be responsible or liable for any interruption or failure of any utility service unless said failure is caused by Lessor's gross negligence. Lessee shall not be responsible for any utility or telephone service expenses incurred by Lessor prior to the date of the lease.

SECTION 6. REPAIRS AND MAINTENANCE.

During the term of this Lease, the Lessor shall be responsible for the roof repairs and structural elements of the building on the Leased Premises. And Lessee shall bear responsibility for damages to said items caused by the misconduct intentional act or negligence of his agents, representatives, or business invitees.

Further, the Lessee, at its sole expense, will take good care of the interior of the leased property, and will make all necessary repairs and replacements thereto, including but not limited to, the repair of any broken glass windows, plumbing and electrical. Lessee shall maintain all portions of the leased property in a clean and orderly condition, free of dirt and obstructions.

SECTION 7. USE OF PREMISES.

Lessee shall use said leased premises for Real Estate Office only. Lessee shall not use or permit the premises to be used for any illegal, immoral or improper purposes or permit any waste, nuisance, disturbance, noise or annoyance whatsoever detrimental to the premises or to adjoining properties or their occupants. Lessee shall at its own expense comply with all requirements of law and with all ordinances, regulations and orders of any state, county, municipal or other public authority affecting the premises.

SECTION 8. LESSOR'S LIEN.

The Lessor shall have a first lien, paramount to all others, on every right and interest of the Lessee in and to this Lease and on the furnishings and equipment, fixtures and personal property of every kind and on the equity therein, brought on the premises by the Lessee, which lien is granted for the purpose of securing the payment of rents, assessments, charges, liens, penalties, damages, costs, attorney's fees and other debts, sums and amounts herein covenanted to be paid by the Lessee, and for the purpose of



securing the performance of any and all of the covenants, conditions, and obligations of this Lease, to be performed and observed by the Lessee. The aforesaid Lessor's lien shall continue even though said items or any of them may be removed from the premises. The provisions of this Article shall never be construed as being in limitation of the landlord's lien which is accorded unto Lessor by the law of Florida, as such law now exists or may hereafter exist.

SECTION 9. ACCEPTANCE OF PREMISES.

Lessee accepts the demised premises and the improvements in an "AS IS" condition and acceptable to Lessee. However, Lessee shall have a right to inspection and if there is something that needs repair it shall be the Lessor's responsibility to repair same if it pertains to the roof or a structural defect.

Lessor shall not be liable for, and Lessee hereby, for itself, its successors, assigns, invitees, licensees and permittees, releases, discharges and acquits Lessor from any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way or in any fashion arising from, connected with or resulting from occupancy and use of the demised premises.

SECTION 10. ALTERATIONS.

a. All additions, alterations, fixtures and improvements made or placed by the Lessee to or upon said premises shall immediately become and be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the expiration of this Lease by lapse of time or otherwise. However, in the event the Lessee places fixtures attached to the premises the Lessee shall have the right to remove same at the termination of this lease provided Lessee restores the premises to its conditions prior to the placing of said fixtures.

b. The Lessee agrees to permit no mechanic's lien to accrue or remain upon the demised premises for work, additions, or alterations undertaken by him. The Lessee shall not have any authority to create any liens for labor or material upon the Lessor's interest in the demised property, and all persons contracting with the Lessee for the installation, alteration, or repair of any buildings or improvements upon the above described premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Lessee and the Lessee's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

SECTION 11. RIGHT OF ENTRY; SAFEGUARDING.

The Lessor and its representatives may enter the leased property at any reasonable time for the purpose of inspecting the premises, performing any work which the Lessor is obligated to accomplish or elects to undertake made necessary by reason of the Lessee's default under the term of this Lease, or exhibiting the leased property for sale, lease, or mortgage financing. In the event the Lessor determines that Lessee has so defaulted, Lessor shall provide Lessee with written notice to that effect and Lessee shall have fifteen (15) days to cure the default. The Lessor's right of re-entry shall not be deemed to impose upon the Lessor any obligation, responsibility or liability for the care, supervision or repair of the leased property other than as provided in this Lease. Should the Lessee at any time fail to occupy the premises or to adequately safeguard the same, the Lessor shall have the right to provide such safeguards by taking possession or other wise and charge the expense thereof to the Lessee.



SECTION 12. ASSIGNMENT AND SUBLETTING.

The Lessee shall have no right to sublet or assign this agreement without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The definition of unreasonably withheld shall mean that the potential new assignee does not have any adverse credit problems now or in the past. Any request for written consent pursuant to this provision shall be answered by the Lessor within ten (10) days from receipt of the written request. In the event the Lessor agrees to an assignment of this lease, the Lessee shall pay the last two months' rent of this lease.

SECTION 13. SURRENDER OF PREMISES.

On the last day of the term of this Lease or on other termination thereof, the Lessee shall peaceably and quietly leave, surrender, and yield up to the Lessor all and singular the demised premises, in good order and repair, reasonable wear and tear excepted, together with all alterations, additions and improvements. If said premises are not surrendered at the end of the term, the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the premises, including, with limitation, any claims made by any succeeding Lessee, founded on such delay.

SECTION 14. MORTGAGE.

The Lessee accepts this Lease subject and subordinate to any presently outstanding mortgages, and this Lease shall be subject and subordinate to the lien of any other mortgages which may at any time hereafter become a lien or liens on the premises. The Lessee shall at any time hereafter on demand execute any instruments, releases or other documents that may be required by any mortgage or mortgagor for the purpose of subjecting and subordinating this Lease to the lien of any such mortgages and the failure of the Lessee to execute any such instruments, releases, or documents shall constitute a default hereunder. In case of the failure of the Lessee to execute such instruments or papers within five (5) days of delivery of written request, the Lessor is hereby authorized as the attorney and agent of the Lessee to execute such releases, instruments, or other documents and in any such event, the Lessee hereby confirms and ratifies any such instruments so executed by virtue of this power of attorney.

SECTION 15. QUIET ENJOYMENT.

If and so long as the Lessee pays the rent reserved by this Lease and performs and observes all of the covenants and provisions of this Lease, the Lessee shall quietly enjoy the premises subject to the terms of this Lease.

SECTION 16. CONDEMNATION.

If the leased property, or any part thereof, is taken by eminent domain or by any other action by any governmental authority, this Lease shall expire on the date when the leased property shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Lessee, except for any award given to Lessee by individual petition.

SECTION 17. DESTRUCTION OF PREMISES.

In the event of the destruction or substantial damage of the demised premises by fire, storm, act of God, or other casualty, without the fault of Lessee, to the extent that the same are rendered unfit for use, and provided the Lessee serves the Lessor with a written notice of such destruction or damage, thereupon, upon Lessor's receipt of such notice, rents provided for herein shall cease and terminate and this lease shall be null and void



unless the Lessor and Lessee can agree to rebuild and renegotiate the lease.

SECTION 18. PERFORMANCE OF LESSEE'S OBLIGATIONS.

If the Lessee shall be in default hereunder, the Lessor shall have the right, but not the duty, to cure such default on behalf of the Lessee, in which event the Lessee shall reimburse the Lessor for all sums paid to effect such cure, together with interest and reasonable attorney fees. In order to collect such reimbursement, the Lessor shall have all the remedies available under this Lease for a default in the payment of rent.

SECTION 19. DEFAULT OR BANKRUPTCY OF LESSEE.

If the leased property shall be deserted or vacated, or if the Lessee makes an assignment for the benefit of creditors or be placed in liquidation, or file a voluntary petition in bankruptcy, or if proceedings are commenced against the Lessee in any court under a bankruptcy act, or for the appointment of a trustee or receiver of the Lessee's property either before or after the commencement of the Lessee's term, or if any State or Federal tax lien or warrant against Lessee shall be filed, issues or served in Volusia County, Florida, or if there shall be a default in the payment of rent or any part thereof as provided in Section 1 (b), or if there shall be default in the performance of any other covenant, agreement or provision of this Lease for more than three days after written notice of such default by Lessor, Lessor shall in any such cash have the right and option:

a. To terminate this Lease by written notice of such termination to Lessee. Such termination shall be effective upon Lessor's giving such written notice of termination and Lessor shall thereupon have the right to re-enter or repossess the leased premises, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Lessee or other occupants thereof, and their effects, without being liable to any suit or prosecution therefor.

b. To relet the leased property or any part thereof as the agent of the Lessee and the Lessee shall pay the Lessor the difference between the rent hereby reserved and agreed to be paid by Lessee for the portion of the term remaining at the time of reentry or repossession, and the amount, if any, received or to be received under such reletting for such portion of the term. Lessor shall also have the right and option, at any time after reletting the property as the agent of the Lessee as aforesaid, to terminate the Lease by giving written notice of such termination to Lessee as provided for above.

c. To foreclose Lessor's lien according to law. Lessor shall have the right to take immediate possession of all properties, rights, and interests which are subject to said lien and to sell the same or so much thereof as may be necessary to pay the amounts due to Lessor, with interest, attorneys' fees, and all reasonable costs for taking, keeping, and advertising said property. In the event of any suit or claim to foreclose or otherwise enforce Lessor's lien, Lessor shall be entitled to the appointment of a receiver forthwith as a matter of absolute right and as an admitted equity, without consideration of the value of the property subject to the Lessee's lien to secure the amounts due to Lessor or the solvency of insolvency of any person liable for payment of such amounts. The receiver shall have all the broad and effective powers in any wise entrusted by a court to a receiver.

d. At Lessor's option, either in addition to or instead of any of the foregoing, to seek or assert any other right, option or remedy available to it as Lessor under the terms of this Lease or at law or equity.



If at any time it shall be necessary for Lessor to institute suit or to retain an attorney to enforce Lessor's rights under this Lease or in law or equity, then Lessee shall pay to Lessor the reasonable attorney's fees, expenses, costs, and such other charge as Lessor may incur in so doing.

All sums and amounts owed by Lessee to Lessor shall bear interest after due date at the rate of fifteen percent (15%) per annum.

SECTION 20. WAIVER.

No failure by the Lessor insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease shall be waived, altered or modified, except by a written instrument executed by the Lessor and the Lessee. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The delivery of the keys of the premises to either the Lessor or any agent or employee prior to the expiration of the lease term shall not be deemed to be or be construed either as an acceptance or surrender of the premises or a termination of the term granted by this Lease.

SECTION 21. NOTICES.

Any notice which either party to this Lease is required to send to the other under any statute, decision, or rule of law, or under any provision of this Lease, or which either desires to send or give to the other, shall be in writing and may be served personally or sent by registered or certified United States mail until a different address be furnished in writing, addressed to the party as previously stated. Any such notice shall be deemed given as of the date delivered, if served personally, or as of the date when deposited in any post office box regularly maintained by the United States postal service, if mailed.

SECTION 22. CONSTRUCTION.

The following provision shall govern the construction, interpretation, and application of all of the provisions of this Lease, including the special clauses set forth below.

22.1. Landlord - Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

22.2. Number and Gender. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine gender.

22.3. Lessor's Rights Cumulative. The various rights, powers, options, elections, privileges, and remedies of the Lessor or Lessee, whether provided for in the special clauses or elsewhere in this Lease, or whether provided by law or equity, are cumulative and no one of them shall be construed as being exclusive or restrictive of any other.

22. 4. Joint and Several Obligations. All of Lessor's and Lessee's obligations hereunder shall be deemed to be joint and several.

22. 5. Paragraph Heading. The paragraph headings given throughout this Lease have been inserted only as a matter of convenience and for ease in reference, and in no way define, limit, or describe the scope of this Lease nor the intent of any provision thereof.

22. 6. Successors and Assigns. The terms, covenants, conditions, provisions, and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective heirs, successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

22. 7. Entire Agreement. This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally.

23. OPTION TO RENEW.

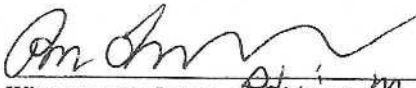
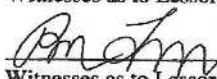
Provided the Lessee is not in default under the terms of this Lease, Lessor hereby grants to Lessee an option to renew this Lease for five (5) additional years upon the same terms and conditions except that the rental shall be \$2,200 per month, plus applicable state sales tax.

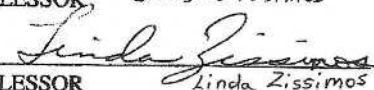
24. PARKING.

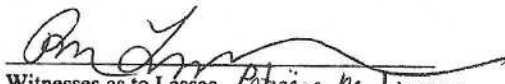
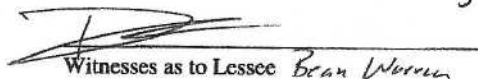
Lessor shall have the right to use the parking lot of the leased premises for the Porto Fino Restaurant.

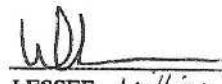
EXECUTED in duplicate the day and year first above written.

PARTIES:


Witnesses as to Lessor Patricia M. Lynn

Witnesses as to Lessor Patricia M. Lynn


LESSOR George Zissimos

LESSOR Linda Zissimos


Witnesses as to Lessee Patricia M. Lynn

Witnesses as to Lessee Brian Warren


LESSEE William NAVARTA

LESSEE



Realty Pros

		Rent	Discount %			
1	3/1/2021	2,000.00	30%	600.00	600.00	
2	4/1/2021	2,000.00	30%	600.00	1,200.00	
3	5/1/2021	2,000.00	30%	600.00	1,800.00	
4	6/1/2021	2,000.00	30%	600.00	2,400.00	
5	7/1/2021	2,000.00	30%	600.00	3,000.00	
6	8/1/2021	2,000.00	30%	600.00	3,600.00	
7	9/1/2021	2,000.00	30%	600.00	4,200.00	
8	10/1/2021	2,000.00	30%	600.00	4,800.00	
9	11/1/2021	2,000.00	30%	600.00	5,400.00	
10	12/1/2021	2,000.00	30%	600.00	6,000.00	
11	1/1/2022	2,000.00	30%	600.00	6,600.00	Year 1
12	2/1/2022	2,000.00	30%	600.00	7,200.00	7,200.00
13	3/1/2022	2,000.00	20%	400.00	7,600.00	
14	4/1/2022	2,000.00	20%	400.00	8,000.00	
15	5/1/2022	2,000.00	20%	400.00	8,400.00	
16	6/1/2022	2,000.00	20%	400.00	8,800.00	
17	7/1/2022	2,000.00	20%	400.00	9,200.00	
18	8/1/2022	2,000.00	20%	400.00	9,600.00	
19	9/1/2022	2,000.00	20%	400.00	10,000.00	
20	10/1/2022	2,000.00	20%	400.00	10,400.00	
21	11/1/2022	2,000.00	20%	400.00	10,800.00	
22	12/1/2022	2,000.00	20%	400.00	11,200.00	
23	1/1/2023	2,000.00	20%	400.00	11,600.00	Year 2
24	2/1/2023	2,000.00	20%	400.00	12,000.00	4,800.00
25	3/1/2023	2,000.00	10%	200.00	12,200.00	
26	4/1/2023	2,000.00	10%	200.00	12,400.00	
27	5/1/2023	2,000.00	10%	200.00	12,600.00	
28	6/1/2023	2,000.00	10%	200.00	12,800.00	
29	7/1/2023	2,000.00	10%	200.00	13,000.00	
30	8/1/2023	2,000.00	10%	200.00	13,200.00	
31	9/1/2023	2,000.00	10%	200.00	13,400.00	
32	10/1/2023	2,000.00	10%	200.00	13,600.00	
33	11/1/2023	2,000.00	10%	200.00	13,800.00	
34	12/1/2023	2,000.00	10%	200.00	14,000.00	
35	1/1/2024	2,000.00	10%	200.00	14,200.00	Year 3
36	2/1/2024	2,000.00	10%	200.00	14,400.00	2,400.00

EDP EVALUATION CRITERIA- LEASE SUBSIDY					
Business Name:	Daytona Electric Bikes			Proposed Address:	116 Dunlawton Avenue, Suite 4, DBS, FL
Business Type:	Retail and rental	Vacant Space:	Y/N	Evaluation Date:	Application No.: 2

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?			N/A
4	Is Business A Permitted Use /Non-Residential/Mixed Use?	X		
5	Appropriate Zoning Consistent w/ Comp Plan?	X		
6	Minimum Three (3) Year Lease?	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?		X		
3	Current Related Code or Ordinance Violations?		X		
4	Applicant Willing to Enter into Agreement w/ Conditions?	X			5 YEAR LEASE
C	Grant Distribution-Committee	Yes	No		Comment
1	Consistency w/ED Grant Distribution Summary	X			
D	Lease Subsidy Criteria-Committee	Low	Medium	High	Amount/Comment
1	Number of New Jobs Created?			X	8 FTE
2	Desirability of Business?			X	
3	Amount of Capital Investment Made?			X	\$178,000+ (PER THE APPLICANT)
4	New Business-Ability to Attract Other Targeted Businesses?			X	
5	Business Expansion-Satisfies Economic Development Needs of City?				N/A
6	Business Relocation-Enhance Operations ?				N/A
7	Business Relocation-Enhance Employment?				N/A
8	Lease Extension-Enhance Operations?				N/A
9	Lease Extension-Enhance Employment?				N/A
10	Additional City Council Criteria				N/A

CITY OF DAYTONA BEACH SHORES/COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT WITH REALTY PROS ASSURED

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and Realty Pros Assured, whose address is 2900 W. Granada Blvd., Suite 3, Ormond Beach, FL 32174, 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 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 Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate:

Name of Business: Realty Pros Assured

Located at: 3118 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

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

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

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

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange, the City of South Daytona, Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and

continuing throughout the term of this Agreement; and

5. 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 the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY, including any conditions placed on the Grant by the CITY upon approval; and

7. 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 prior to payment by the CITY of any Lease Subsidy Grant payment.

8. The GRANTEE shall immediately notify the City Manager if the lease is terminated or if Grantee has received notice of a default from the Landlord.

9. The GRANTEE shall immediately notify the City Manager if the GRANTEE cannot faithfully execute the terms of this agreement or any term or condition of the subject grant approval imposed by the City Council.

(B). The GRANTEE 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 is in violation of any term or condition in this Agreement.

(C) 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 Grant payments suspended pending the cancellation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT 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 a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant: Monthly rent times 30%.

Total year one disbursement shall not exceed \$7200.

2. For the second year of the Lease Subsidy Grant: Monthly rent times 20%.

Total year two disbursement shall not exceed \$4800.

3. For the third year of the Lease Subsidy Grant: Monthly rent times 10%.

Total year three disbursement shall not exceed \$2400.

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

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

SECTION 7. DEFAULT.

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

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE 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:

JOHN CARY, CITY ATTORNEY

ATTEST:

REALTY PROS ASSURED

Owner

: