

# City of South Daytona

## Economic Development

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386-322-3025



### MEMORANDUM

To: James L. Gillis, Jr., City Manager

From: Becky Witte, Deputy City Clerk  
Josh McEnany, Economic Development Director

Date: May 28, 2025

Re: Consideration of approving Ordinance No. 2025-10, approving the Master Development Agreement for 1854 South Ridgewood Avenue. Second and Final Reading

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The City Council approved the first reading on May 13, 2025.

In April, through Ordinance No. 2025-05, the property owners of 1854 South Ridgewood requested rezoning from Business General Commercial (BGC) to Planned Commercial Development (PCD) to align with South Daytona's high-quality development standards. As required, a Master Development Agreement (MDA) for their proposed use shall be submitted to the City. The property at 1854 South Ridgewood is now owned by Winola Properties LLC, which has submitted a Master Development Agreement to construct a Specialty Grocery Store with Premium Farm-to-Table Offerings, Authentic Amish Food Selection, an Onsite Commercial Bakery, a Full-Service Deli, and an In-Store Café.

#### **Background:**

The City of South Daytona is committed to fostering top-tier development within the US1 Overlay District to enhance the quality of life for residents and visitors. Rezoning efforts are a key part of our strategy to align future growth with the City's vision for a vibrant, sustainable community.

The Planning Advisory Board recommended the City Council approve this Ordinance at their May 7, 2025 Meeting.

Staff recommends the City Council approve Ordinance No. 2025-10 to approve the Master Development Agreement (MDA) for 1854 South Ridgewood.

**ORDINANCE NO. 2025-10**

**AN ORDINANCE OF THE CITY OF SOUTH DAYTONA, FLORIDA, ADOPTING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT 1854 SOUTH RIDGEWOOD AVENUE, PARCEL 5344-16-00-0642; ESTABLISHING PRINCIPAL USES AS A SPECIALTY GROCERY STORE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 2025-05 rezoned the parcel of real property located at 18854 South Ridgewood Avenue, South Daytona, Florida, Parcel 5344-16-00-0642 (the “Property”), to Planned Commercial Development (PCD), and provided that a Master Development Agreement for the Property would be adopted by subsequent ordinance; and

**WHEREAS**, the current owner of the Property, Winola Properties LLC, has requested a master development agreement for the property; and

**WHEREAS**, attached hereto as Exhibit A is the Master Development Agreement for a specialty grocery store with related accessory uses; and

**WHEREAS**, the property is zoned Planned Commercial Development (PCD) and is located within the City of South Daytona’s Community Redevelopment Area (CRA), that was established to address blighted properties and to redevelop the U.S.1 corridor; and

**WHEREAS**, the Master Development Agreement provides for the orderly development of the property in compliance with the laws and regulations of the City and other governmental authorities; and

**WHEREAS**, City staff have determined that the Property is suitable in size, location, and character for the principal uses and accessory uses listed in the Master Development Agreement; which are consistent with the City’s Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan; and

**WHEREAS**, City staff have determined that the principal and accessory uses, design, landscaping, and site improvements are consistent with the City’s Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan.

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

**Section 1.** The City Council of the City of South Daytona hereby approves and adopts the

Master Development Agreement attached hereto marked as Exhibit A.

**Section 2. Conflicts.** All ordinances made in conflict with this Ordinance are hereby repealed.

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

**Section 4. Effective Date.** That this Ordinance shall become effective immediately upon its adoption.

**PASSED** upon first reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 13<sup>th</sup> day of May, 2025.

**PASSED AND ADOPTED** upon second and final reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 10<sup>th</sup> day of June, 2025.

CITY OF SOUTH DAYTONA:

ATTEST:

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

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

CERTIFIED AS TO FORM:

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

**1854 South Ridgewood Avenue  
MASTER DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and made as of the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025, by and between the CITY OF SOUTH DAYTONA, a Florida municipal corporation, with an address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119, (hereinafter referred to as the “City”), and Winola Properties LLC., a Florida limited liability company, the record title property owner, with an address of 1854 South Ridgewood Avenue (Parcel ID 5344-16-00-0642) (“Owner/Developer”).

**WITNESETH**

**WHEREAS**, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of South Daytona, said lands being more particularly described in **Exhibit A. Legal Description** for the subject property (“Property”), attached hereto and by this reference made a part hereof; and

**WHEREAS**, the Owner/Developer desires to facilitate the orderly development of the Property in compliance with the laws and regulations of the City and of other governmental authorities; and

**WHEREAS**, the City has determined that the Property is suitable in size, location and character for the uses and accessory uses listed in this Agreement as proposed by the Owner/Developer, and that the uses and accessory uses listed in this Agreement are consistent with the City's comprehensive plan; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

**WHEREAS**, the Owner/Developer seeks the City's approval to develop the Property and to use the Property for Owner/Developer's intended uses and accessory uses as listed in this Agreement; and

**WHEREAS**, the City previously rezoned the Property to a form of Planned Commercial Development (PCD), as defined under the City's Land Development Code;

**WHEREAS**, going forward, the PCD shall consist of (a) this Agreement as the written agreement of the PCD and (b) **Exhibit B. Architectural Plans and Renderings** attached hereto and by this reference made a part hereof.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **Ownership.** The legal and equitable owner of the Property is Winola Properties LLC
3. **Non-Statutory Development Agreement.** This Agreement is a non-statutory agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, Florida Statutes.
4. **Duration.** This Agreement is binding and runs with the land in perpetuity, unless amended.
5. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages and other encumbrances not satisfied or released of record.
6. **Subordination/Joinder.** Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record (except for the statutory priority lien for ad valorem real estate taxes), must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of Owner/Developer to promptly obtain such subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the City's execution of this Agreement.
7. **Development of the Property.** Development of the Property shall be subject to the performance standards listed below:
  - A. Permitted principal uses allowable on the Property:
    1. For a Specialty Grocery Store with the following characteristics:
      - a. **Premium Farm-to-Table Offerings** – A selection of fresh, high-quality meats and produce sourced directly from farms to ensure freshness and sustainability.
      - b. **Authentic Amish Food Selection** – A curated assortment of traditional, high-quality Amish food products, reflecting authenticity and craftsmanship.
      - c. **Onsite Commercial Bakery** – A fully operational commercial bakery that produces fresh baked goods daily, enhancing the store's quality and appeal.
      - d. **Full-Service Deli** – A deli department featuring a range of meats prepared onsite, utilizing a commercial slicer to ensure precision and freshness in every serving.

- e. **In-Store Café** – A café located within the store, providing a comfortable dining experience with 16 seating capacity, offering fresh food and beverages to customers.
- B. Permitted Accessory uses on the Property include the following uses, or uses substantially similar thereto:
1. Catering services
  2. Dumpster Enclosure
- C. Maximum Gross Floor Area: ± 12,000 square feet
1. **Grocery Store Area:** 7,500 square feet dedicated to retail operations, including fresh produce, specialty goods, and customer shopping space.
  2. **Cold and Dry Storage:** 3,500 square feet designated for refrigerated and non-refrigerated storage to maintain product quality and inventory.
  3. **Office and Employee Facilities:** 1,000 square feet allocated for administrative office space and an employee break room to support store operations.
- D. Minimum landscaping and buffer yard requirements are per the City's Land Development Code and the South Ridgewood Avenue Corridor Design Guidelines. Stormwater management facilities shall not be placed within buffer yards. Buffering shall include:
1. Interior landscaping with irrigation is required.
  2. North/ South property lines must maintain 6 foot high fence or wall.
  3. West property lines: landscape buffer
- E. Minimum required parking spaces:
1. One (1) space for every 200 square feet
  2. Employee spaces: 1 space per every 3 employees
- F. Architectural Design Standards: All buildings and accessory structures shall generally be consistent with the **Exhibit B. Architectural Plans and Renderings** unless, prior to issuance of the initial building permit, Owner/Developer submits, and City staff approves a different conceptual elevation. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than are set forth in **Exhibit B**. Any modifications to the approved architectural elevations shall include:
1. Florida Vernacular Architecture as provided in **Exhibit B** and noted in the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
  2. Bright or overly vibrant colors are not permitted within the CRA district.

3. Appropriate architectural delineation at all facades will be incorporated into the design to provide greater visual interest and appeal.
4. The construction materials will meet or exceed all the current Florida Building Code as well as the South Ridgewood Avenue Corridor Design Guidelines.
5. All architectural details shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
6. A Sign Site Plan will be provided to the City at time of Site Plan review or at such time deemed appropriate by the City. All signs in the City's Community Redevelopment Area (CRA) require a permit and shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.

G. Minimum Landscape buffers:

1. West property lines: minimum 5 feet width with continuous shrubs. South property line: minimum 5 feet average width with continuous shrubs.
2. Up to seven percent (7%) of the interior shall be devoted to landscaping.
3. The 5' foot western landscape buffer will be a continuous evergreen hedge and shall be planted to a Type 1 buffer yard which requires (2) shade and trees per 100' lineal feet. The 5' foot south landscape buffer will be a continuous evergreen hedge and shall be planted to a Type 1 buffer yard.
4. All vehicular use areas (VUA) abutting properties shall be screened.
5. Proposed backflow preventer will be screened with an evergreen hedge at 24" height minimum. The backflow preventer will be painted green.
6. All landscape areas will be equipped with adequate irrigation.

H. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property and maintains or improves the adopted level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits or exceptions shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining and paying for all building permits and other required permits and approvals, and for the payment of all fees for facilities and services to ensure compliance with all federal, state, and local requirements for the Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety

and welfare of the community and the development. Impact fees as required by the City shall be paid at the time of the issuance of the building permit.

9. **Site Plan Approval. Exhibit B. Architectural Plans and Renderings** are the Preliminary Plan of the PUD and this Agreement. A site plan approved by the city, complying with all codes shall be required prior to the issuance of a Building Permit. The Master Development Agreement shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan and its respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.
10. **No Guarantee by City.** It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and all claims, demands, disputes, costs, expenses, (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City, directly or indirectly, as a result of the use or development of the Property, except those claims or liabilities by or arising from gross negligence or intentional acts of the City, or its employees, contractors or agents.
12. **Compliance; Minor Amendments; Defaults; Enforcement.**
  - A. The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City, and all other laws, rules or regulations applicable to the subject matter of this Agreement, as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Property, unless specific specifications are set forth herein, in which case the provisions of this Agreement shall prevail.
  - B. **Minor Amendments.** Consistent with Section 5.5(0)(13) of the City's Land Development Code, the City Manager shall have the right to approve requests by

the Owner/Developer for Minor Amendments to this Agreement. A Minor Amendment may include, without limitation: (1) a reduction in the maximum building height; (2) a reduction in the number of units; and (3) a modification to the number of unit types, provided that such modification does not result in a Total Unit Count in excess of Section 7(A)(1)(d) of this Agreement.

**C. Default.** Failure by a party to perform any of its obligations hereunder after notice and a reasonable opportunity to cure as provided herein shall constitute a default hereunder, entitling the non-defaulting party to terminate this Agreement, or to pursue the remedies of specific performance, injunctive relief, and/or damages. Prior to termination of this Agreement or any party filing any action as a result of a default by the other party under this Agreement, the non-defaulting party exercising such right shall first provide the defaulting party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity within which to cure such default. If thirty (30) days is not a reasonably sufficient period in which to cure the default, the cure period shall be extended for a reasonable time, provided cure is diligently pursued. Upon termination of the Agreement, the Owner/Developer shall immediately be divested of all rights and privileges granted hereunder.

**D. Enforcement.** In the event of a violation of this Agreement, the City's Land Development Code or Code of Ordinances by the Owner/Developer, the City Commission may after notice and a reasonable opportunity to cure as provided in Section 12.B above suspend construction activity and revoke any building permit or development order issued to Owner/Developer and take all actions necessary to halt construction until such time as the provisions herein are brought into compliance. In the event legal action is necessary due to a violation by Owner/Developer, and attorney's fees and costs are incurred by the City enforcing compliance with this Agreement, the Land Development Code or Code of Ordinances, these expenses shall be borne by the Owner/Developer. These methods of enforcement are in addition to any other methods of enforcement provided by law. In the event of a default by the City which is not cured after receipt of notice and expiration of the cure period, then Owner/Developer shall be entitled to recover all reasonable attorney's fees and costs incurred, whether at the trial or appellate level. The Owner/Developer agrees that it will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable.

13. **Obligations for Improvements.** The groundbreaking for the construction of improvements to the Property shall take place by the end of 2025, and construction shall

be complete by the end of 2026. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty (40) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If such work cannot be completed within such ninety (90) days, then Owner/Developer shall have an additional reasonable time period to complete same, provided it diligently pursues same. If the Owner/Developer fails to complete the obligations within the ninety (90) day period (as it may be extended), then the City, or its assignee, without further notice to the Owner/Developer and their successors and assigns in interest, may, but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Property in that amount. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (16) of this Agreement.

14. **Concurrency and Vested Rights.** The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the Property, the Owner/Developer must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Property beyond the rights that already exist as of the date of this Agreement.
15. **Periodic Review.** The City reserves the right to review the Property in relation to this Agreement periodically to determine if there has been compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may withhold development orders or permits until compliance with this Agreement has been established and Owner/Developer has taken all other actions as provided in this Agreement and under applicable law.
16. **Notices.** Where notice is required to be given, it shall be in writing and shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall be followed up with service by one of the other methods. Notices shall be sent to the following, as applicable:

**OWNER/DEVELOPER'S REPRESENTATIVE:**

Laura Brown-Yadlosky  
4926 Sailfish Drive  
Ponce Inlet, Florida 32127  
570-885-4206  
[laura.brownyadlosky@gmail.com](mailto:laura.brownyadlosky@gmail.com)

**CITY'S REPRESENTATIVE:**

Mr. James L. Gillis, Jr.  
City of South Daytona  
1672 South Ridgewood Avenue  
South Daytona, Florida 32119  
Tel. (386) 322-3014  
E-mail: [lgillis@southdaytona.org](mailto:lgillis@southdaytona.org)

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
19. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Property.
20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
21. **Severability.** If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

22. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.
23. **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 litigation relating to this Agreement shall lie exclusively with the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Volusia County, Florida.
24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement prior to this Agreement being placed on the agenda for final approval by the City Council of the City of South Daytona.
25. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
26. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

(The remainder of this page is intentionally blank)

**IN WITNESS WHEREOF**, the Owner, the Developer and the City have executed this Agreement.

OWNER

\_\_\_\_\_  
Signature of Witness # 1

By: \_\_\_\_\_  
Winola Properties LLC

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Signature of Witness # 2

\_\_\_\_\_  
Print or type name

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as Authorized Person of \_\_\_\_\_, who [ ] is/are personally known to me or [ ] who has/have produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Signature of Notary

*(NOTARY SEAL)*

**CITY OF SOUTH DAYTONA:**

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

Date: \_\_\_\_\_

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_day of \_\_\_\_\_, 2025, by William C. Hall, as Mayor, and James L. Gillis, Jr., as City Manager who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of South Daytona.

\_\_\_\_\_  
*Signature of Notary*

*(NOTARY SEAL)*

\_\_\_\_\_  
*Print or type name*

Approved as to form and legality for use and reliance by the City of South Daytona, Florida

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



## Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

### Proposed ordinance’s title/reference:

Ordinance No. 2025-10. An Ordinance of the City of South Daytona, Florida, adopting a Master Development Agreement for the property located at 1854 South Ridgewood Avenue, Parcel 5344-16-00-0642; establishing principal uses as a Specialty Grocery Store; and providing for conflicts, severability, applicability, and an effective date.

### Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - Development orders and development permits, as those terms are defined in s. 163.3164 and development agreements, as authorized by the Florida

Local Government Development Agreement Act under ss. 163.3220-163.3243;

- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**Business Impact Estimate:**

**The City hereby publishes the following information:**

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Adopting a Master Development Agreement for the property located at 1854 South Ridgewood Avenue, Parcel 5344-16-00-0642; establishing principal uses as a Specialty Grocery Store

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

No additional costs will be incurred.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

None.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

None.

**3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None.

**4. Additional information the governing body determines may be useful (if any):**

None.

**Note:** *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*