

City of South Daytona
Redevelopment Department

Post Office Box 214960 • South Daytona, FL 32121 • 986/322-3016 • Fax 386/322/3029



MEMORANDUM

AGENDA ITEM
D18 DATE 4/13/2021

To: James L. Gillis, Jr. City Manager
From: Patty Rippey, Redevelopment Director *PR*
Date: April 5, 2021
Re: Halifax Riverfront Luxury Development, LLC - PCD Amendment

INTRODUCTION: This is a request by Zev Cohen & Associates, Inc., on behalf of the property owner, Halifax Riverfront Luxury Development, LLC, to amend the Master Development Agreement established by Ordinance 04-25 and subsequent First Amendment to the Master Development Agreement (MDA) established by Ordinance 15-03.

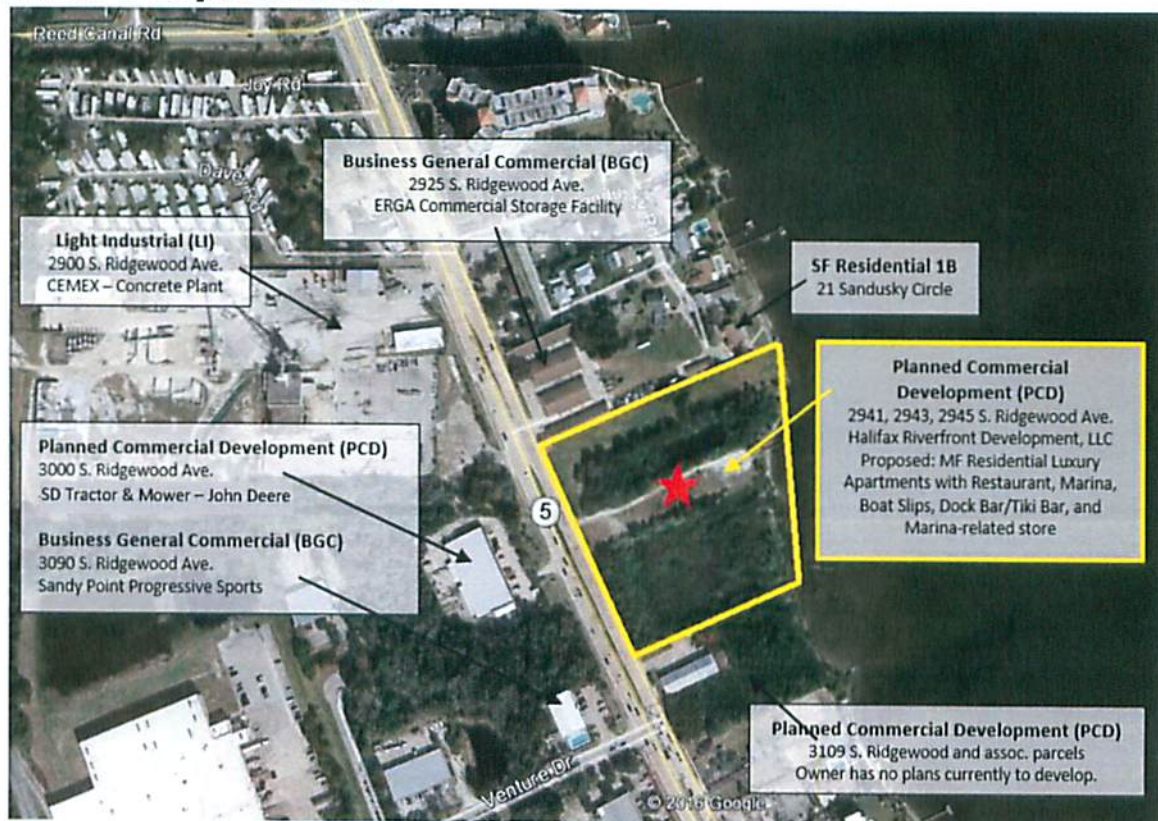
BACKGROUND: The Future Land Use designation and zoning classification approved on September 13, 2004, under the originating Ordinance 04-25 was High-Density R-4 and Planned Unit Development (PUD). The principal use permitted in the original MDA included a 492-unit, 185' high, residential condominium with accessory uses to include boat slips.

The First amended order, approved on February 24, 2015, by Ordinance 15-03, amended the zoning to Planned Commercial Development (PCD) and permitted uses to include an Assisted Living Facility (ALF) with associated living units and medical development. Neither of the those planned projects materialized and the City has been approached by the current owner, Halifax Riverfront Luxury Development, LLC, with a request to amend the MDA for a mixed-use project with elements that are compatible with the City's land use and zoning permitted uses.

In the past year or so, there has been increased interest by developers along the U.S.1 corridor, especially in this parcel and other waterfront properties. As testament to that fact, the Developers of the Enclave at 3230 completed construction of the 256-unit apartment complex in March. Also, in the site plan review phase, is a 17 townhome, 84 unit 2-tower condominium, and 37 boat slip project. This project is located on the east side of U.S.1 at the south end of the City and expected to break ground during 2021.

PROJECT LOCATION: This site is 6.726 acres +/- and is in the City's Community Redevelopment Area (CRA) and a Federally designated Opportunity Zone. The Opportunity Zone provides tax incentives to private investors in underutilized areas such as the U.S.1. corridor. The property is designated on the Future Land Use Map as Mixed Use 1 and is classified on the Zoning map as PCD. The land is vacant and has been for many years and is located adjacent to the Halifax River with direct river frontage of approximately 550 feet. **Exhibit 1: Project Location**, below, provides an aerial view of the project site and abutting properties. Additional project location maps, aerial photographs, legal description, and land survey are found in **Attachment II – Planning & Appeals Board Packet, Board Meeting Minutes, Presentation, and Applicant Request for PCD Amendment**, to this report.

Exhibit 1: Project Location



LAND USE AND ZONING: a breakdown of the existing uses, Future Land Use designations and zoning categories of the project site and surrounding properties is provided on the next page in **Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties**.

Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties

	Business/Use	Future Land Use	Zoning
North	ERGA Storage SF Residential R1B	Mixed Use 1 Mixed Use 1	Business General Commercial (BGC) Single Family R1B
South	Vacant Building (former sports-related retail), Vacant Land	Mixed Use 1	Planned Commercial Development (PCD)
East	N/A – Halifax River		
West	CEMEX SD Tractor & Mower John Deere Sandy Point Progressive Sports	Mixed Use 2 Mixed Use 2 Mixed Use 2	Light Industrial (LI) Planned Commercial Development (PCD) Business General Commercial (BGC)

PROPOSED PROJECT: The applicant is proposing to develop, as its principal use, a 330-unit luxury riverfront apartment complex. The mix of units is 150 - 1 Bed/1 Bath, 150 - 2 Bed/2 Bath and 30 – 3 Bed/2 Bath. The architectural style is Florida Vernacular. Other principal uses will include a commercial marina, restaurant, marina-related retail store, dock/tiki bar. Accessory uses will include resident clubhouse/meeting rooms, gym/recreational facilities, pool, retail sales at the marina, leasing office and maintenance office. A maximum of 145 boat slips are planned, some of which will be available for residents to lease.

PROJECT BUFFERING: Buffering between abutting land uses will include:

North side: a six (6) foot masonry wall along the north property line up to the plane of the riverside wall of the principal structure. A twenty-five percent reduction in required landscaping on the north side is allowed in conjunction with the installation of six (6) foot stuccoed masonry wall.

East side (Waterfront yard): a four (4) foot high stuccoed masonry wall shall be constructed to extend out from the plane of the riverside wall of the principal building toward the shoreline, with a setback from the shoreline of ten (10) feet along north side of the property line.

West side (U.S.1 Frontage): a six (6) foot commercial grade aluminum picket fence shall be required along the U.S.1 frontage. An extensive landscaping buffer is also required: 30 feet wide, 7 shade trees, 8 understory trees per 100 lineal foot. This landscaping exceeds the required buffer of 10 feet width, 3 shade trees, 3 understory trees, and 30 bushes per lineal foot. Extensive, lush landscaping along the U.S.1 frontage is one of the criteria the proposed development meets to attain a density bonus.

South side: a six (6) foot commercial grade picket fence shall be required along the south side until it meets the wetlands. A landscaping buffer is also required from the south west corner of the property abutting S. Ridgewood to the wetland boundary. The landscape buffer shall be 10 feet width, 3 shade trees, 3 understory trees, and 30 bushes per lineal foot. The landscaping buffer is being waived on the southside property line within the wetland boundary. The wetland is 180' wide at its greatest

distance across and any additional landscaping would be redundant and could negatively impact the wetland.

PROPOSED AMENDMENTS: The First Amendment and proposed Second Amendment changes are summarized in **Table 2. Summary of Proposed Amendments**, below. The entire revised PCD MDA is provided in **Attachment I – Ordinance 2021-04 and Revised Planned Commercial Development Master Development Agreement**.

Table 2. Summary of Proposed Amendments

SUMMARY OF MASTER DEVELOPMENT AGREEMENT AND PROPOSED AMENDMENT			
PCD Elements	Ordinance 04-16 Established MDA	Ordinance 15-03 First Amendment to MDA	Proposed Second Amendment to MDA
Land Use	Mixed Use 1	Mixed Used 1	<i>No change</i>
Zoning	High Density 4	Planned Commercial Development (PCD)	<i>No change</i>
Project Type	Condominiums	Assisted Living Facility	<i>Luxury Apartment Complex</i>
Accessory Uses	Boat Slips	Medical offices/services, nursing home	<i>Restaurant, Commercial Marina, Boat Slips, Dock Bar/Tiki Bar, Marina-related store.</i>
Design Style	Mediterranean	Mediterranean	<i>Florida Vernacular</i>
Number of Units	492	492	330
Density per Acre	60 units/acre	60 units/acre	50 units/acre
Dwelling Size	1,500 sf	900 sf, average 1,100 sf	600 sf – 1,150 sf
Setbacks	Front Yard/US1: 30' From Bulkhead: 60' North: 20' South: 20'	Front Yard/US1: 90' From Bulkhead: 50' North: 80' ground floor South: 70' ground floor	Front Yard/US1: 63' <i>From Bulkhead: Appl.; 29' at least depth</i> North: 20' South: 180'
Max. Bldg. Coverage	40% 50% understory pkg	35%	<i>Applicant: 35.5%</i>
Max. Impervious Surface	70%	35%	<i>Applicant: not to exceed 51.4% of the gross footage for the property</i>
Max. Bldg. Height	185'	185'	<i>Applicant: 88'-6' to roof deck</i>
Open Space	30% open space 20% common open space	30% open space 25% common open space	30% open space 20% common space
Parking	1.5 spaces/unit residential	1.5 space/unit residential 1 space/bed for ALF 1 space/300 sf commercial 1 space/5 boat slips/marina	1.75 spaces/ unit residential 1 space/5 boat slips marina 1 space/4 seats restaurant
Buffering	North/South: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft West - US1: 40' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft	North/South: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft West - US1: 40' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft	North: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft, reduce by 25% with 6' masonry wall. South: 30' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft., 6' commercial grade aluminum picket fence along south west corner until it meets the wetlands boundary. East (Waterfront) - a 4' high stuccoed masonry wall to extend out from the plane of riverside wall of the principal building toward the shoreline, with a setback from the shoreline of 10' along north side of the property line. West - US1: 30' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft., 6' commercial grade aluminum picket fence.

CONSISTENCY WITH REDEVELOPMENT GOALS AND OBJECTIVES:

The proposed development project meets the redevelopment objectives of the City as described in excerpts from City's CRA Community Redevelopment Master Plan and the Comprehensive Plan below.

Consistency with CRA Redevelopment Master Plan:

Need for Redevelopment:

1. *The Blight Study provided for the finding which "constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth". The following issues were noted by the Blight study.*
 - a. *There is significant vacant and underutilized land in the CRA.*
 - b. *Commercial and industrial properties, generally the highest revenue generating land uses, accounted for only 41% of the Blight Study Area's taxable property value while having the largest amount of those property types.*

Economic Rationale for Change:

1. *The City is positioned to utilize both residential and non-residential projects to stimulate redevelopment with residential projects not only serving as catalyst projects themselves but also helping to build a market to support planned commercial development.*
2. *The City can expect that approved projects will need to be modified as they move forward, and these changes shall be viewed as opportunities to expand the impact of these projects on the implementation of the redevelopment objectives.*

The Redevelopment Plan:

1. *Future Land Use Plan*
 - a. *Mixed Use Districts have been introduced into the Land Use Plan along with high density, high rise residential options. The conversion of former commercial lands to Residential High Density land use has addressed the over-supply of general commercial land.*
 - b. *Bonuses for higher residential densities and floor area ratios (FARs) will be given to future development that meet the basic performance standards including but not limited to enhanced landscaping along public right-of-way that meets or exceeds City standards, use of City imagery/architectural guidelines, and minimum of 3 stories and 3 uses.*
2. *Private Catalyst Projects are necessary to activate redevelopment, add to the City's tax base and to the CRA TIF trust fund. As the market has improved, the City may need to reconsider the existing configuration of the project as planned for in the early 2000's. These projects will be responsible for future increases in property value, which generate additional funds for redevelopment improvements. As the private residential and mixed-use development is realized, the U.S.1 corridor will become revitalized thereby renewing the City's*

tax base, increasing employment opportunities, additional retail and service options for residents and visitors, and visual enhancement to the CRA.

CRA Goals and Objectives:

1. *Create a Unique Identity that makes South Daytona a memorable place.*
 - a. *Create a variety of activity centers and gathering places.*
 - b. *Encourage strategically located missed use developments to promote land use diversity.*
 - c. *Promote selected development opportunities on the river to emphasize the City's waterfront location.*
2. *Attract investment and create value through coordinated public/private initiatives.*
 - a. *Stress private implementation to increase taxable values and enhance the Redevelopment Trust Fund.*
 - b. *Create a land use mix to provide land use and tax base diversity.*
 - c. *Incorporate the Redevelopment Plan, along with opportunities/conditions for mixed use district land uses.*

Consistency with Comprehensive Plan:

Future Land Use Element - Planning Issues and Opportunities

Item 1. High Density Condominium Development in the CRA – supports residential development as integral to the overall redevelopment strategy.

Item 3. Revitalization and Redevelopment along the U.S.1 (Ridgewood Avenue) Corridor – high density residential project in the southeast quadrant of the City is a key element of the redevelopment program.

Item 6. Limited access to Halifax River – community vision supports the expansion of other access to the Halifax River. The best opportunities to accomplish this will come from future modification and implementation of plans for approved high-density residential projects, including the introduction of mixed-use options that will create opportunities via private sites such as shops and restaurants. (marinas)

Goal: Provide for a land use pattern which will create a quality, well-rounded community and reinforce the City's commitment to development and redevelopment.

Objective 1: Provide for a land use pattern which will create a quality, well-rounded community and reinforce the City's commitment to development and redevelopment.

Policy 1-4: High Density Range 4 through PCD/PUD in Ridgewood corridor.

Policy 1-9: Mixed Use land use classifications provide for integration of residential, commercial, office, lodging, civic and public uses.

Mixed Use 1: Areas east of Ridgewood Avenue that have river and U.S.1 frontage, minimum of 3 acres are permitted a minimum of 25 units/acre and maximum of 40 units/acre but are allowed a density bonus of up to 20 units/acre for a total of 60 units/acre.

Goal: Provide for the maintenance of existing properties and neighborhoods and for the redevelopment of those area of the City in need of significant public and

private reinvestment.

Objective 8: The City shall implement its community design standards for streetscaping, exterior architecture, and appearance, commercial signage, etc. particularly as they apply to the Ridgewood Corridor Redevelopment District.

Policy 8-2: Continue to enforce the community design standards that have been adopted in the Consolidated Land Development Regulations.

Objective 10: Ensure that public facilities are adequate to meet existing and anticipated needs.

Policy 10-1: Require public facilities meeting the adopted levels of service to be available concurrent with or prior to the impact of new development.

Policy 10-4: With the intent of increasing public waterfront access, evaluate development proposals for all riverfront parcels of over two acres, and before project approval or the issuance of a development order, determine the feasibility and need for requiring incorporation of a public waterfront access component.

Objective 12: The City shall protect the environmental resources of the Halifax River by regulating boating impacts.

Policy 12-1: Enforce the Manatee Protection Plan for Volusia County as adopted by the City and as applicable to development in the City.

Policy 12-6: The City shall require that any marina development be consistent with the referenced Manatee Protection Plan for Volusia County.

Goal: Establish and designate the entire City as a Transportation Concurrency Exception Area to facilitate urban infill and redevelopment, reduce the possible adverse impact of transportation concurrency on urban infill, provide strategies for mobility, urban design, mixed uses, and network connectivity, and create a vibrant community that improves the quality of life for existing and future residents by achieving a balanced mix of sustainable and functional land uses.

Objective 13: Transportation Concurrency Exception Area (TCEA) is hereby established for the City of South Daytona city limits. The City shall affect the objectives and policies contained in this Plan by implementing and funding strategies that will promote infill development within the TCEA consistent with sound urban design principles and mixed-use development with the Ridgewood Corridor Redevelopment Area.

Policy 13-2: Within the Ridgewood Corridor Redevelopment Area the City shall encourage developments with slightly higher densities and intensities in order to achieve the type of compact development that can justify increased transit service.

Policy 13-11: Through amendments to its land development regulations, the City shall adopt slightly higher density and intensity standards for development located in the Ridgewood Corridor Redevelopment Area along major transportation and transit corridors in order to more fully utilize the available infrastructure.

Policy 13-12: The City shall encourage opportunities for economic development by promoting commercial and recreational projects that will generate an increased flow of people and spending within the Ridgewood Corridor Redevelopment Area.

SITE ANALYSIS: the site has been analyzed in terms of the infrastructure impacts of the proposed project for the following services.

Traffic/Roadways:

The primary access road that will be impacted by the proposed project is U.S.1/South Ridgewood Avenue. U.S.1 is an Urban Principal Arterial Roadway and is a state highway under the jurisdiction of the Florida Department of Transportation (FDOT). The average daily traffic count, level of service, and peak hour load data is provided in **Table 3. 2019 U.S.1 Average Annual Daily Traffic Count** below.

Table 3. 2019 U.S.1 Average Annual Daily Traffic Count

2019 Average Annual Daily Traffic (AADT) Count U.S.1 from Reed Canal Road to Dunlawton Avenue		
Measurement	2019 AADT/LOS	2019 Allowable AADT/LOS
Average Annual Daily Traffic (AADT)	25,000	38,900
Level of Service (LOS) Capacity	C	D
Peak Hour Load	1,970	3,580

Source: Volusia County Average Annual Daily Traffic & Historic County, Volusia County Traffic Engineering Department, County of Volusia website.

U.S.1 has capacity for an additional daily traffic count of 13,900. The traffic created by the proposed project is estimated to be a small fraction of the allowable average daily traffic. Even so, the City is requiring the developer to provide a traffic study, at site plan review phase, verifying the impact to the level of service to U.S.1 and other local roadways because of the proposed development.

The entire City of South Daytona is designated as a Traffic Concurrency Exception Area (TCEA) to promote urban infill and redevelopment by reducing the adverse impact of transportation concurrency and developing a coordinated transportation system for pedestrians, bicyclists, transit riders and motorists.

By the terms of the proposed MDA, the Owner/Developer is responsible for all transportation improvements within the property and any off-site transportation requirements, because of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community.

Potable Water/Sewer: The design capacity of the Ralph Brennen Water Treatment Plant which supplies water to the City of South Daytona is 24 MGD. The water demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. Typical engineering practices use sewer flow rates to estimate potable water demand. The complex is slated to have 150, 1 bedroom/1 bathroom, 150, 2 bedroom/2 bathroom, and 30, 3 bedroom/2 bathroom dwellings. This is combined with a restaurant which is estimated to have 200 seats. If any further uses such as dock utilities come evident upon further submittal, a reevaluation will be necessary. However, currently the expected overall usage is 62,000 GPD.

The design capacity of the Bethune Point Water Reclamation Facility which takes in the City of South Daytona sewage is 13 MGD. The wastewater demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. With the known conditions, sewer flow rates are expected to increase 62,000 GPD. Current flows at the lift station that will immediately service this property are between 100,000 and 200,000 GPD. The station is equipped with twin pumps capable of 415 GPM and allowing for maximum daily flows of 1,195,200 GPD. Both this station and the subsequent master station are below 30% load capacity on an average day. This section of the City's wastewater system has capacity to serve the proposed development.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Landfill. This is a 3,400-acre Class 1 facility and is estimated to have excess capacity through 2052.

Recreation and Public Facilities: the proposed development will not negatively impact recreation and public facilities. The proposed development will include a commercial marina and restaurant that will add to the community's public access to the waterfront. The proposed development will provide on-site recreational amenities including, but not limited to, a pool, clubhouse, gym, and other open space for residents to enjoy.

Drainage: The proposed development will include an on-site stormwater retention facility that will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the City of South Daytona and the St. Johns River Water Management District. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Elimination System (NPDES) will be maintained.

Environmental: the proposed development will not negatively impact environmentally sensitive lands or natural resources. Existing wetlands will be preserved as required by local and State regulatory agencies.

School Concurrency: a school concurrency certificate will be provided by the applicant at time of site plan approval after the Second Amendment to the MDA is approved by the City Council.

Public Protection: Both Police Department and Fire Department reviewed the proposed project and note they have sufficient capacity and staffing levels to sustain

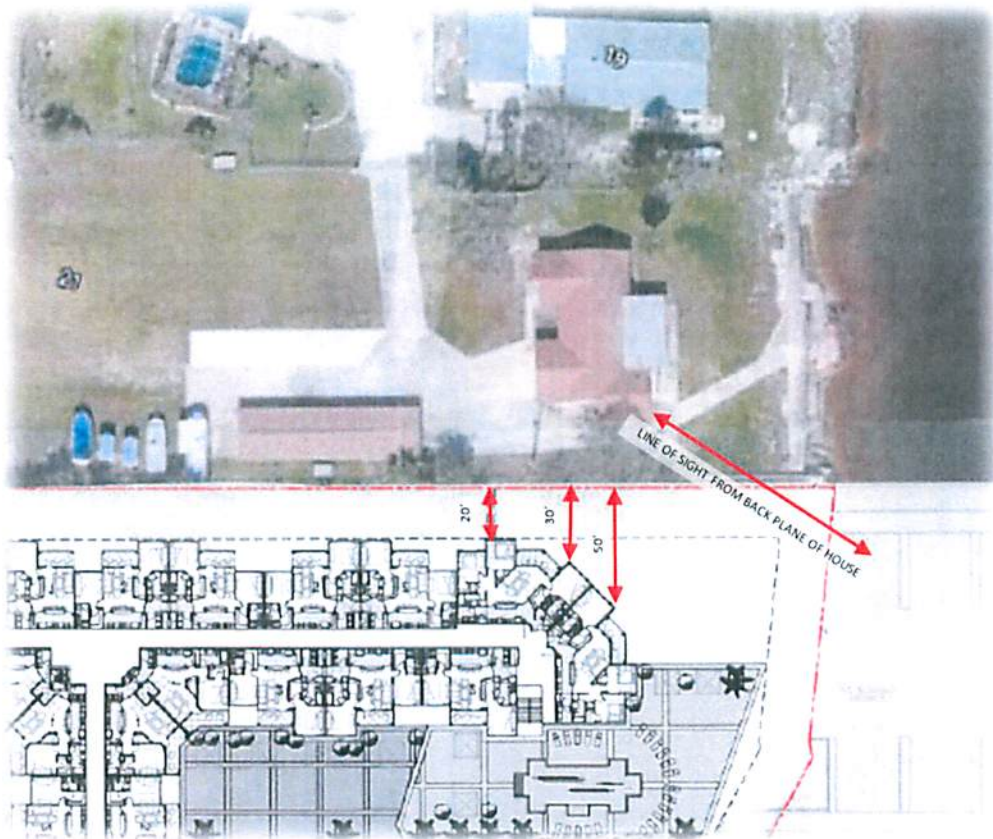
public safety and fire services to respond to any expected concerns.

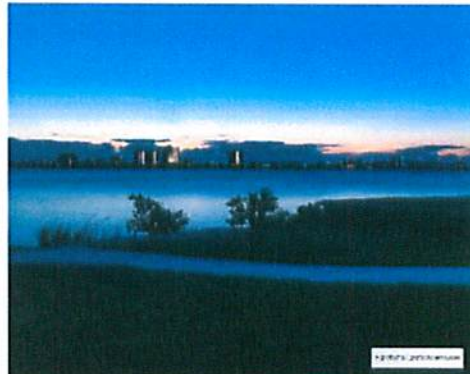
CONCLUSION: In accordance with Section 3.2(J)(1) of the Land Development Code, there are certain criteria that must be evaluated before adoption of a Land Development Code amendment:

- 1. Identifies any provision of the Code, Comprehensive Plan or other law relating to the proposed change and describes how the proposal relates to them.** The proposed amendments are consistent with the Comprehensive Plan and the Land Development Code.
- 2. The use(s) is (are) compatible with the adjacent existing or planned uses.**
The proposed uses fall within the permitted uses in the Planned Commercial Development zoning classification and within the Mixed Use 1 Future Land Use designation.
- 3. The use does not impair rights of other properties to light, air, sunlight, or other natural phenomena.** There is only one, non-commercial use located adjacent to the proposed project, at 21 Sandusky Road. The property is adjacent to the north east corner of the proposed project and consists of one (1) Single-Family R1B zoned house and a detached garage. The adjoining property and business with U.S.1 frontage, 2925 South Ridgewood Avenue, is zoned Business General Commercial (BGC) and is under the same ownership. The existing property use is commercial storage facility, known as, ERGA Mini Storage. There is a private, gated entrance to the storage facility from Sandusky Road and a public entrance from U.S.1. There is access from the single-family home to U.S.1. through the storage facility.

Per the City's Land Development Code, Article IV. Zoning Regulations, the required side yard set-back adjacent to any zoning district other than R1A single-family is twenty (20) feet. The adjacent property is zoned R1B, therefore the proposed project meets the required twenty (20) feet set-back. However, the proposed structure north wall turns southward creating thirty (30) feet and then a fifty (50) feet setback before the back plane of the single-family structure. Setbacks of twenty-five (25) feet up to thirty (30) feet exist between the single-family residence to its south property boundary line. The proposed project setbacks are noted, and images of the existing structures are included in **Exhibit 2: Single-Family R1B Structure and Proposed Setbacks.**

Exhibit 2: Single-Family R1B Structure and Proposed Setbacks





The design of the proposed multi-family structure and setbacks along the north eastern portion of the boundary line meet or exceed the land development code requirements for setbacks adjacent to a Single-Family R1B zoning district.

4. The project meets or exceeds tests for concurrency management.

As noted in the staff report, the project meets or exceeds the test for concurrency management and additional information will be provided by the applicant during the site plan review phase.

RECOMMENDATION: The Planning & Appeals Board reviewed this case on March 17, 2021 and unanimously approved recommendation of the PCD amendment to the City Council. Staff recommends the City Council **APPROVE** the proposed amendment to the PCD MDA established by Ordinance 04-25 and amended by Ordinance 15-03 as specified in this report and provided in **Attachment I – Ordinance 2021-04 and Revised Planned Commercial Development Master Development Agreement.**

**Attachment I –Ordinance 2021-04 and
Revised Planned Commercial Development
Master Development Agreement**

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT APPROVED BY ORDINANCE NO. 04-25 DATED SEPTEMBER 13, 2004 AND THE FIRST AMENDMENT APPROVED BY ORDINANCE 15-03 DATED FEBRUARY 24, 2015 FOR THE PROPERTY LOCATED AT TAX PARCELS 5344-07-00-0020, 5334-07-00-0021, 5334-07-00-0022, 5334-07-00-0024, 5334-07-00-0026, AND 5334-07-00-0028; AMENDING THE PERMITTED USES FROM ASSISTED LIVING FACILITY TO LUXURY MULTI-FAMILY APARTMENTS, MARINA, RESTAURANT AND RELATED ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 04-25 rezoned the property located at Tax Parcels: 5344-07-00-0020 (2941 South Ridgewood Avenue), 5334-07-00-0021, 5334-07-00-0022 (2953 South Ridgewood Avenue), 5334-07-00-0024, 5334-07-00-0026, and 5334-07-00-0028 (Property) from Business General Commercial (BGC) and Single-Family Residential R1B to Planned Unit Development (PUD) and created permitted uses to include a residential condominium development, and

WHEREAS, Ordinance No. 15-03 rezoned the property located at Tax Parcels: 5344-07-00-0020 (2941 South Ridgewood Avenue), 5334-07-00-0021, 5334-07-00-0022 (2953 South Ridgewood Avenue), 5334-07-00-0024, 5334-07-00-0026, and 5334-07-00-0028 (Property) from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and amended the permitted uses to Assisted Living Facility with associated living units and medical services, and

WHEREAS, the current owner of the Property desires to amend permitted uses in the master development agreement which was approved by Ordinance 04-25 and amended by the First Amendment, Ordinance 15-03, and

WHEREAS, the current owner wishes to amend the permitted uses from an Assisted Living Facility to a mixed-use development including in the principal uses a 330-unit apartment complex, marina, and restaurant, and

WHEREAS, the City has determined that the amendment is a major amendment to the Master Development Agreement and therefore must be approved through the same process the rezoning was approved.

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

Section 1. The City Council of the City of South Daytona hereby approves the Second Amendment attached hereto marked as Exhibit A.

Section 2. 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 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. 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 ____ day of _____, 2021.

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 ____ day of _____, 2021.

William C. Hall
Mayor

ATTEST:

James L. Gillis, Jr.
City Manager

Wade C. Vose
City Attorney

**HALIFAX RIVERFRONT APARTMENTS
MASTER DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made as of the ____ day of _____, 2021, 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 Halifax Riverfront Luxury Development, LLC, a Florida limited liability company, the record title property owner, with an address of 645 Mayport Road, Suite 5, Atlantic Beach, Florida, 32233 ("Owner/Developer")

W I T N E S E T H

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, and 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 consideration, 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 Halifax Luxury Development, LLC. The Owner/Developer will legally combine multiple parcels into one (1) tax parcel for the development of the Property.
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. Multi-Family Dwelling Units. Units shall include an element of luxury vinyl plank flooring in addition to tile and carpet, walk-in closets, stainless steel (or other upgraded style) kitchen appliances, granite, or quartz (or equally upgraded material), countertops with tile

backsplash, 8-foot-high ceilings that would be anticipated in a luxury apartment complex. Unit type and average square footage as listed:

1. One Bed, One Bath: 150 units, 600-700 sq. ft.
2. Two Bed, Two Bath: 150 units, 800-900 sq. ft.
3. Three Bed, Two Bath: 30 units, 1050-1150 sq. ft.
4. Total Building Unit Count: 330 units, 816-816 average sq. ft.
2. Commercial Marina
3. Restaurant
4. Marina-Related Store
5. Dock Bar/Tiki Bar
6. Rooftop Plaza Deck for Additional Restaurant/Bar Seating/Entertainment Space

B. Permitted Accessory uses on the Property include the following uses, or uses substantially similar thereto:

1. Resident Clubhouse with Resident Office Space with Internet Connection, and a Resident Common Area with amenities like a pool table, an air hockey table, a coffee bar, and a television viewing area
2. High Speed Wi-Fi throughout Property
3. Gym/Recreation Facilities/Pool
4. Resident Boat Slips
5. Bike Racks or Bike Storage Area
6. Valet Station for a restaurant
7. Leasing Office
8. Maintenance office/storage
9. Resident Dog Park

C. Maximum Boat Slips: 145

D. Minimum Site Size: 6.726 acres

E. Maximum Residential Density: 50 units per acre

Multi-family in the density range of 25 units or more per gross acre: The maximum density shall be 40 units per gross acre, except when the project design is eligible for density bonuses of up to 60 units per acre based on criteria selected by City Council and provided in the Land Development Code, Section 5.5 Zoning Regulations, O. Planned Unit Development (PCD), 11. Supplemental standards for high-density residential development. The density bonus of additional 10 units per acres are met by the following criteria being fulfilled by the Owner/Developer.

1. Innovative and high-quality design

2. Enhanced landscaping along public right-of-way
3. Minimum five-story building
4. Redevelopment of underperforming site
5. On-site recreational amenities and open space

F. Maximum Non-Residential Gross Floor Area: 15,235 square feet

G. Impervious surface ratio is not to exceed 51.4% of the gross square footage for the Property.

H. Maximum Building Coverage 35.5%

I. Minimum Open space 30%

J. Minimum Common space 20%

K. Minimum landscaping and buffer yard requirements are per the City's Land Development Code. Stormwater management facilities shall not be placed within buffer yards. Buffering shall include:

1. A six (6) foot high stucco masonry wall with pilasters/columns or vinyl fencing, as determined by the City of South Daytona Land Development Code and the South Ridgewood Avenue Corridor Design Guidelines, shall be constructed along the length of the north side of the principal building in the vicinity of the property line. The wall shall be noted on site plans including a description of the building materials and design of the wall.
2. Along the north property line, a four (4) foot high stucco masonry wall or vinyl fencing, as determined by the City of South Daytona Land Development Code and the South Ridgewood Avenue Corridor Design Guidelines, shall be constructed out towards the Halifax River from the extended plane of the riverside wall of the principal building to a point approximately ten (10) feet from the shoreline of the river. The wall shall be noted on site plans including a description of the building materials and design of the wall.
3. A commercial grade aluminum picket fence with pilasters/columns or masonry wall, as determined by the City of South Daytona Land Development Code and the South Ridgewood Avenue Corridor Design Guidelines, shall be installed along the S. Ridgewood Avenue frontage extending to the south side of the property until it meets the wetlands or out of sight from S. Ridgewood Avenue.

Landscaping should be located on the exterior of the fence or wall on the S. Ridgewood Frontage and along the south side of the property the length of the fence or wall until it meets the wetlands.

L. Minimum Building Setbacks:

1. South Ridgewood Ave: 60'
2. Halifax River Bulkhead Line: 20' adjacent to wetlands/undeveloped land 60' at the North property line.
3. North Property Line: 20'
4. South Property Line: 160'

M. Maximum building height: 88'-6" to roof deck

N. Minimum required parking spaces:

1. Multi-family dwellings: 1.75 spaces per dwelling unit
2. Marina: 1 space per 5 boat slips
3. Restaurant: 1 space per 4 seats plus 1 space per 3 employees

O. Decorative street light poles consistent with the City's decorative street light pole specifications as attached in **Exhibit C. Decorative Street Light Poles and Decorative Sidewalks Specifications shall be installed within the right-of-way along the Property's frontage.**

P. Decorative sidewalks consistent with the City's sidewalk specifications shall be installed within the right-of-way along the Property's frontage. Connected to this decorative sidewalk shall be a pedestrian walkway that leads to the entrance of the principal structure.

Q. 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. Standing seam metal-or metal shingle roofs consistent with the City of South Daytona Ridgewood Avenue Corridor Design Guidelines for Florida Vernacular Architecture.
3. Appropriate architectural delineation at all facades will be incorporated into the design to provide greater visual interest and appeal.
4. Protruding porches instead of being flush or recessed porches in order to provide greater visual interest and appeal.
5. The construction materials will meet or exceed all the current Florida Building Code as well as the South Ridgewood Avenue Corridor Design Guidelines.
6. Decorative elements, such as water features with a fountain and decorative pavers, where able to include within the project boundaries to be visible from U.S.1 or other common space such as the restaurant or marina.
7. Additional architectural interest to large blank walls on the front of the building varying the balconies or other decorative architectural elements that will be included in the Architectural Plans. All architectural details shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
8. 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.

R. Minimum Landscape buffers:

1. South Ridgewood Ave: minimum 30 feet wide with 7 shade trees, 8 understory trees and 60 shrubs per 100 lineal feet. Extensive landscaping that exceeds the minimum requirements will be installed along the S. Ridgewood Avenue frontage to meet the bonus density criteria and in lieu of landscape being required on the south side buffer due to extensive wetlands.
2. North Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet. A six-to-eight-foot wall shall mitigate landscaping buffer by 25%.

3. South Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet from southwest property corner to wetland boundary. Landscaping requirements shall be waived on the south side property line within the wetland boundary.
- S. Utility provision and dedication: The Owner/Developer shall connect to the City of South Daytona's central utility systems. A minimum 10-foot-wide utility easement shall be granted to the City along the Ridgewood Ave. Right-of-way.
- T. Utility Lines on Subject Property: The Owner/Developer shall be responsible for all costs associated with "undergrounding" any overhead utility lines along the east side of Ridgewood Avenue right-of-way frontage of the Subject Property, including the removal of poles or posts used for support of overhead lines. **Exhibit C. Decorative Street Light Poles and Decorative Sidewalk Specifications.** Pursuant to a separate agreement between the Owner/Developer and the City of South Daytona Community Redevelopment Agency, construction costs eligible for reimbursement, i.e., decorative streetlights and decorative sidewalks shall be identified and a procedure for the Owner/Developer to be reimbursed shall be described.
- U. Stormwater and environmental: An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District and The City of South Daytona. The onsite stormwater system shall not become the responsibility of the City. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Owner/Developer, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- V. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property and any off-site transportation requirements as may be identified in the traffic study required herein, as a result of the proposed development, for site function, that maintains or improves the adopted level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits 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. A traffic study will be completed and provided to the City. In the event that the traffic study identifies a diminution in the adopted level of service for South Ridgewood Avenue, the Owner/Developer will mitigate the impacts that may be required by the City's concurrency management system either by making any needed capacity improvements to any impacted roadway segments or by paying a pro rata share of the total anticipated costs of improvements to any impacted segments based on the future vehicle trips from the project on the impacted segment.

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 PCD and this Agreement. 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 as a result, directly or indirectly, 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; 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 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. 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.

C. 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 the second quarter of 2022, and construction shall be complete by the end of 2025. 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 herein required to be given, it 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:

Mr. Paul Saks
Tierra Linda Development, LLC
645 Mayport Road
Atlantic Beach, FL 32233
Tel. 904-247-5334
E-mail: PSaks@theklotzcompanies.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

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.

**Halifax Riverfront Luxury
Development, LLC**

Signature of Witness # 1

By: _____
Jeff Klotz, Authorized Person

Print or type name

Signature of Witness # 2

Print or type name

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____day of _____, 2021, by Jeff Klotz, as Authorized Person of Halifax Riverfront Luxury Development, LLC, 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:

By: _____

Date: _____

ATTEST: _____

Date: _____

Mailing Address:

City of South Daytona

1672 South Ridgewood Avenue

South Daytona, Florida 32119

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, and _____, 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.

(NOTARY SEAL)

Signature of Notary

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

Exhibit A. Legal Description

A PORTION OF LOT 6 OF THE SUBDIVISION OF LOT 7, SECTION 33, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, MAP BOOK 2, PAGE 84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

ALL OF LOTS 2-A, 2-B, AND 2-E, LESS THAT PORTION TAKEN FOR RIGHT OF WAY OF SOUTH RIDGEWOOD AVENUE (100 FOOT RIGHT OF WAY), A/K/A STATE ROAD NO. 5, A/K/A U.S. HIGHWAY NO. 1 AND ALL OF LOT 2-C EXCEPT THE SOUTH 6 FEET THEREOF AND LESS THAT PORTION TAKEN FOR RIGHT OF WAY OF SOUTH RIDGEWOOD AVENUE (100 FOOT RIGHT OF WAY), A/K/A U.S. HIGHWAY NO. 1 A/K/A STATE ROAD NO. 5, ALL IN ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE CURVED EAST RIGHT OF WAY LINE OF SAID SOUTH RIDGEWOOD AVENUE AND THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2-A, THENCE NORTH 69 DEGREES 44 MINUTES 11 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF LOT 2-A, AND THE NORTH LINE OF SAID LOT 2-A, A DISTANCE OF 653.08 FEET TO THE MEAN HIGH WATER LINE (ELEVATION 0.74 N.G.V.D. 1929, PER F.D.E.P.) OF THE HALIFAX RIVER, THENCE THE NEXT ELEVEN (11) COURSES ALONG SAID MEAN HIGH WATER LINE, (1) THENCE SOUTH 13 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 100.13 FEET; (2) THENCE SOUTH 29 DEGREES 32 MINUTES 33 SECONDS EAST, A DISTANCE OF 7.18 FEET; (3) THENCE SOUTH 08 DEGREES 43 MINUTES 51 SECONDS WEST, A DISTANCE OF 74.14 FEET; (4) THENCE SOUTH 66 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 29.96 FEET; (5) THENCE SOUTH 37 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 49.61 FEET; (6) THENCE SOUTH 02 DEGREES 38 MINUTES 54 SECONDS EAST, A DISTANCE OF 25.76 FEET; (7) THENCE SOUTH 02 DEGREES 47 MINUTES 34 SECONDS EAST, A DISTANCE OF 13.21 FEET; (8) THENCE SOUTH 02 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 65.88 FEET; (9) THENCE SOUTH 03 DEGREES 16 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.10 FEET; (10) THENCE SOUTH 11 DEGREES 25 MINUTES 32 SECONDS EAST, A DISTANCE OF 167.42 FEET; (11) THENCE SOUTH 03 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 35.57 FEET TO A POINT ON A LINE WHICH IS 6 FOOT NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2-C; THENCE SOUTH 67 DEGREES 08 MINUTES 22 SECONDS WEST ALONG SAID LINE WHICH IS 6 FOOT NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2-C, A DISTANCE OF 423.79 FEET TO A POINT ON SAID CURVED EAST RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE; THENCE ALONG SAID CURVED EAST RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE; BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10885.74 FEET, A CENTRAL ANGLE OF 2 DEGREES 58 MINUTES 53 SECONDS, A CHORD BEARING NORTH 22 DEGREES 39 MINUTES 25 SECONDS WEST, 566.38 FEET, AN ARC LENGTH OF 566.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH, AS TO ANY AND ALL PROPERTY LYING WATERWARD OF THE EASTERNMOST PROPERTY LINE OF THE LAND, ALL RIGHT, TITLE AND INTEREST IN AND TO ANY RIPARIAN, LITTORAL, USE OR OTHER RIGHTS TO OWN OR USE ANY OF SUCH PROPERTY, AND ALL OWNERSHIP RIGHTS IN AND TO SUCH PROPERTY.

THE ABOVE PARCEL HAS BEEN HISTORICALLY DESCRIBED AS SIX SEPARATE PARCELS AS FOLLOWS:

PARCEL 1: BEGINNING AT A POINT, SAID POINT BEING THE NW CORNER OF LAND DEEDED BY PERRY WILLIAMS AND WIFE TO BERTHA FAIR ON DECEMBER 9, 1920; THENCE NORTHERLY TO THE NORTH LINE OF SECOND TRACT OF THE SUBDIVISION OF THE TOLLIVER HOMESTEAD, BEING FRACTIONAL SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS SURVEYED AND PLATTED BY E.D. ROGERS (C.E.); THENCE EASTERLY ALONG SAID TRACT LINE TO THE HALIFAX RIVER; THENCE SOUTHERLY ALONG SAID RIVER SHORE, 100 FEET; THENCE WESTERLY TO THE PLACE OF BEGINNING; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SECTION LINE BETWEEN SECTIONS 33 AND 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, SAID POINT BEING 997.22 FEET SOUTH OF THE NE CORNER OF LOT 7, SAID SECTION 33, ALSO BEING THE NW CORNER OF BERTHA FAIR LAND, AS RECORDED IN DEED BOOK 94, PAGE 402, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH ALONG THE SAID SECTION LINE, A DISTANCE OF 108.92 FEET TO THE NORTH LINE OF LOT 2-A, ASSESSOR'S SUBDIVISION IN LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N. 65 DEGREES E. (MAQ.) AND ALONG THE SAID NORTH LINE OF LOT 2-A, A DISTANCE OF 620 FEET; MORE OR LESS, TO THE HALIFAX RIVER, THENCE SOUTHERLY ALONG THE HALIFAX RIVER, A DISTANCE OF 100 FEET, MORE OR LESS; TO THE NORTHERLY LINE OF AFORESAID BERTHA FAIR LAND; THENCE WESTERLY AND PARALLEL TO THE SAID NORTH LINE OF LOT 2-A A DISTANCE OF 655 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION HERETOFORE TAKEN OR CONVEYED, AND USED AS HIGHWAY PURPOSES FOR U.S. HIGHWAY #1, ALSO KNOWN AS STATE ROAD #5, AND PART OF LOT 6 OF THE SUB. OF LOT 7, SECTION 33, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OF RECORD IN MAP BOOK 2, PAGE 84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE E. LINE OF SAID LOT 6, SAID POINT BEING 888.3 FEET, S. 0 DEGREES 56 MINUTES 50 SECONDS W., FROM THE NE CORNER OF SAID LOT 7, SEC. 33, AS MEASURED ALONG THE SECTION LINE, SAID POINT BEING ALSO THE NW CORNER OF LOT 2-A, ASSESSOR'S SUB., OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S. 67 DEGREES 17 MINUTES W., ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2-A, 9.4 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE 100 FOOT R/W OF RIDGEWOOD AVENUE (U.S. HIGHWAY #1), AS THE SAME IS NOW OCCUPIED AND ESTABLISHED, THENCE S. 21 DEGREES 31 MINUTES E., ALONG SAID EASTERLY LINE, 21.39 FEET TO ITS INTERSECTION WITH THE LINE BETWEEN SAID SECTIONS 33 AND 34; THENCE N. 0 DEGREES 56 MINUTES 50 SECONDS E., ALONG SAID SECTION LINE, 23.37 FEET TO THE POINT OF BEGINNING.

PARCEL 2: LOT 2C, LESS AND EXCEPT THE SOUTH 6 FEET THEREOF AND LESS AND EXCEPT ANY PART THAT MAY LIE WITHIN ROAD RIGHT OF WAY, ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 136, VOLUSIA COUNTY, FLORIDA.

PARCEL 3: LOT 2B, LESS AND EXCEPT THE SOUTH 100 FEET THEREOF AND ANY PART THAT MAY LIE WITHIN ROAD RIGHT OF WAY, ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 136, VOLUSIA COUNTY, FLORIDA.

PARCEL 4: LOT 2E, LESS AND EXCEPT ANY PART THAT MAY LIE WITHIN ROAD RIGHT OF WAY, ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 136, VOLUSIA COUNTY, FLORIDA.

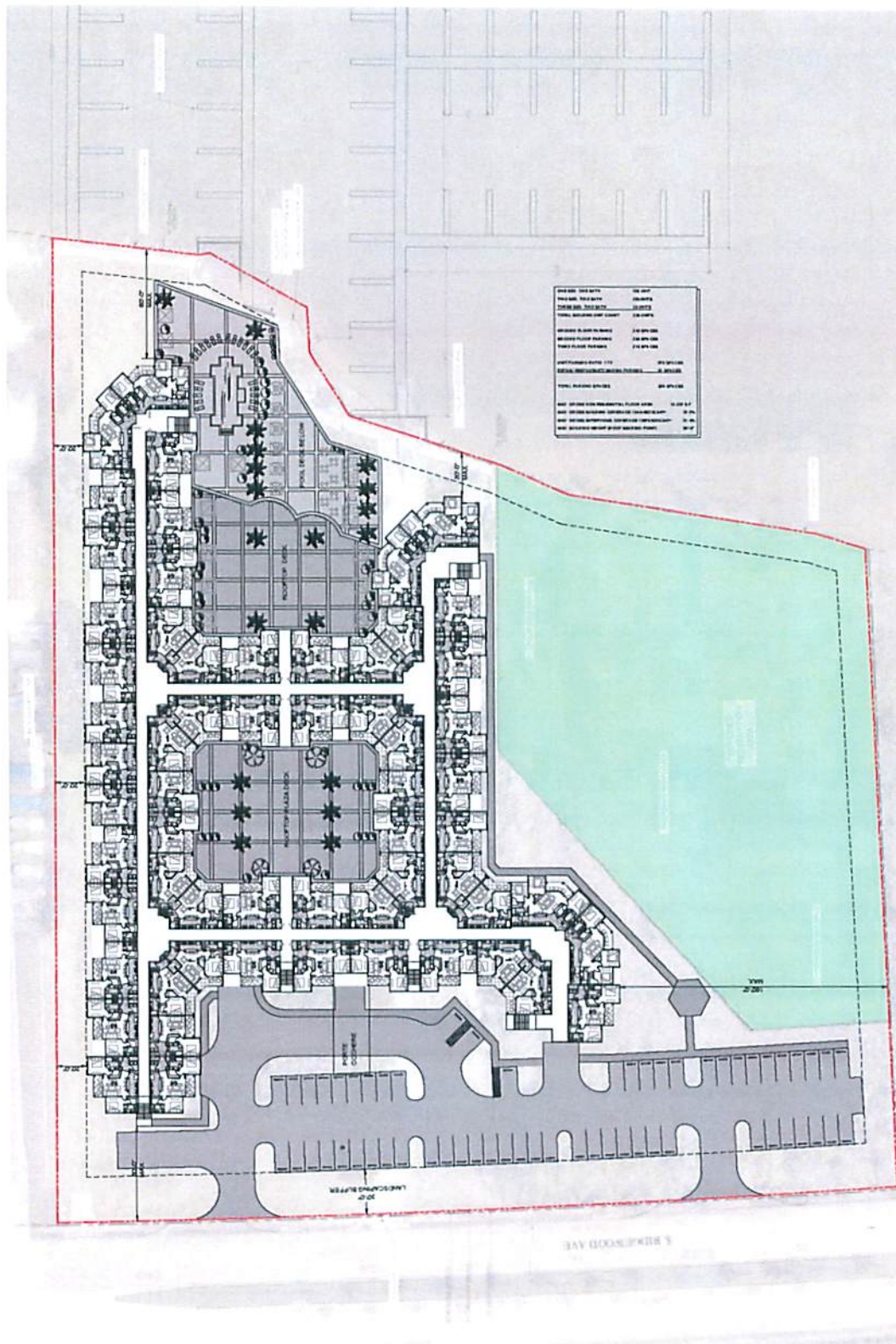
PARCEL 5: LOT 2A, LESS AND EXCEPT THE NORTH 100 FEET AND ANY PART THAT MAY LIE WITHIN ROAD RIGHT OF WAY, ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 136, VOLUSIA COUNTY, FLORIDA.

PARCEL 6: THE SOUTH 100 FEET OF LOT 2B, ASSESSOR'S SUBDIVISION OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE(S) 136, EXCEPT THOSE PORTIONS TAKEN FOR THE STATE ROAD RIGHT OF WAY OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH, AS TO ANY AND ALL PROPERTY LYING WATERWARD OF THE EASTERNMOST PROPERTY LINE OF THE LAND, ALL RIGHT, TITLE AND INTEREST IN AND TO ANY RIPARIAN, LITTORAL, USE OR OTHER RIGHTS TO OWN OR USE ANY OF SUCH PROPERTY, AND (B) ALL OWNERSHIP RIGHTS IN AND TO SUCH PROPERTY.

Exhibit B. Architectural Plans and Renderings

EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

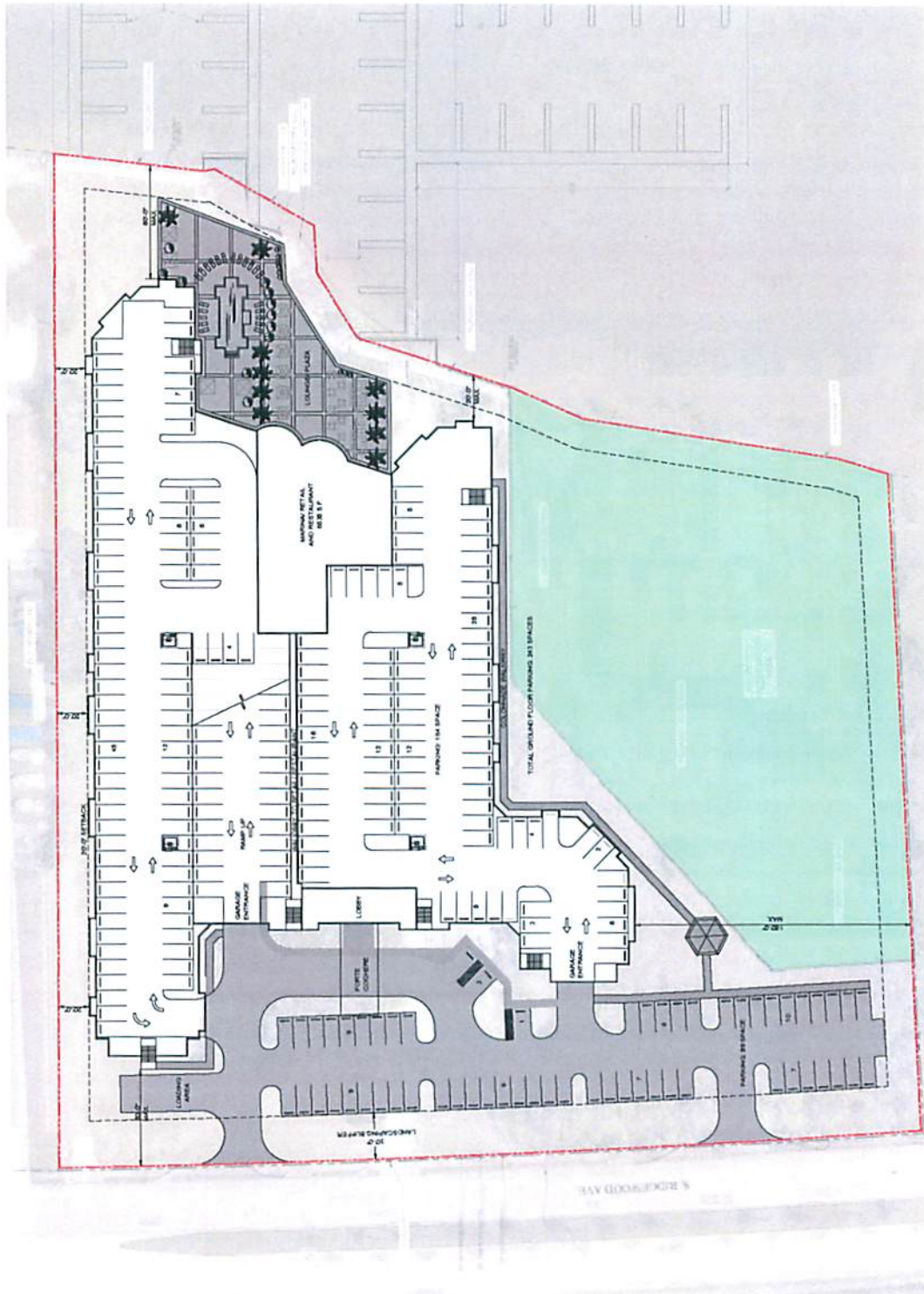
JANUARY 2021

CONCEPTUAL TYPICAL UNIT FLOOR PLAN

Davenport
Consulting Group

112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL GROUND FLOOR PARKING PLAN

Davenport
Consulting Group

112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

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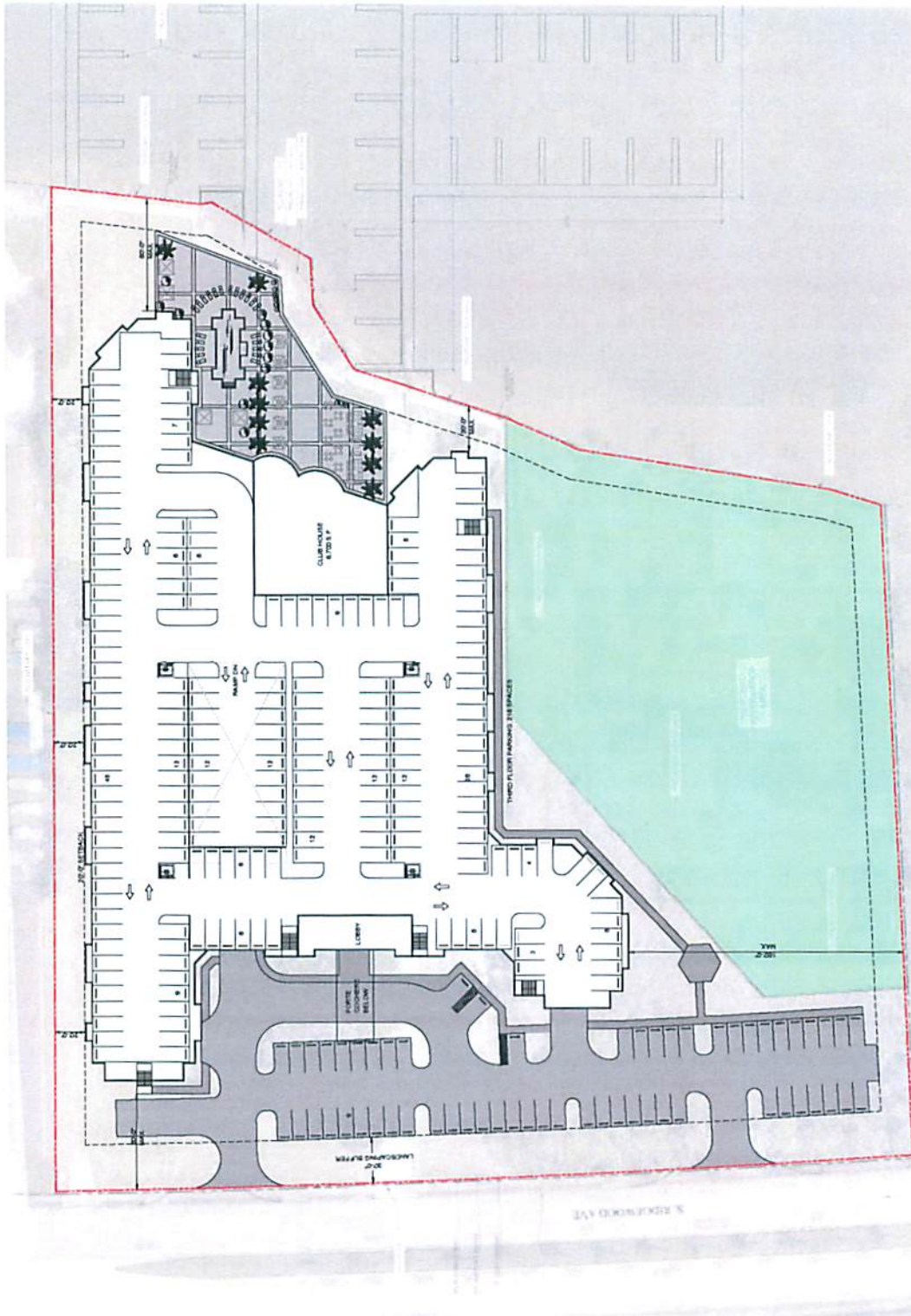
JANUARY 2021

CONCEPTUAL SECOND FLOOR PARKING PLAN



112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL THIRD FLOOR PARKING PLAN

SCALE: 1" = 20'

Davenport
Consulting Group

112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL BUILDING DESIGN

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EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL BUILDING DESIGN

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EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL BUILDING DESIGN



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EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL BUILDING SECTION



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Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

EXHIBIT B



HALIFAX RIVERFRONT APARTMENTS

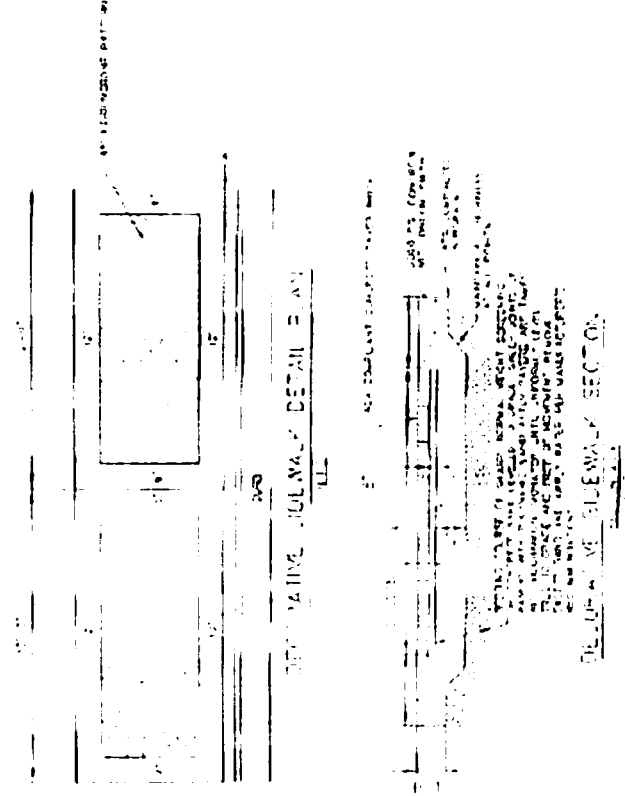
JANUARY 2021

CONCEPTUAL BUILDING ELEVATION

 **Davenport**
Consulting Group

112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Dportwood@davenportconsultinggroup.com

Exhibit C. Decorative Street Light Poles and Decorative Sidewalk Specifications.



Poles shall be Ameron CEOX-9.5-51' ool, 31' ool, direct embed large octagonal exposed aggregate concrete, black in color, with single set star inserts (modus), with Amerishield anti graffiti acrylic coating, with A/G hand hole and conduit entrance. Arms shall be Holophone WL721CA BK West Liberty Arm, 6' black with Holophone WL1F/200-CA/BK West Liberty Leveling spigot for standard mast arms, spigot 2 inches (2-3/8 inch OD) nominal pipe, swivel, cast aluminum and black finish. Light fixtures shall be Holophone ESU400HP-48B4SS Esplanade with short skirt, 400W equivalent LED light fixture, black in color.

Payment shall be made at the contract unit cost for each light pole, arm and fixture assembly completely installed including hand locate/exposure of existing utilities within 3 feet of pole location, excavation/augering, crushed concrete/limerock backfill, compaction, sidewalk removal/replacement as necessary, grading and other necessary work to complete the installation.



CRA DESIGN STANDARDS AND SPECIFICATIONS FOR DECORATIVE
SIDEWALK AND STREET LIGHTS INSTALLED BY DEVELOPER
OF ENCLAVE AT 3230 APARTMENT COMPLEX ON U.S.1





CRA DESIGN STANDARDS AND SPECIFICATIONS FOR DECORATIVE
SIDEWALK BRICK PATTERN INSTALLED BY DEVELOPER
OF ENCLAVE AT 3230 APARTMENT COMPLEX ON U.S.1

**Attachment II – Planning & Appeals Board Packet,
Board Meeting Minutes, Presentation,
and Applicant Request for PCD Amendment**



A G E N D A

SOUTH DAYTONA PLANNING AND APPEALS BOARD Regular Meeting

March 17, 2021

6:00 P.M.

**South Daytona City Council Chambers
1672 South Ridgewood Avenue
South Daytona, FL**

PURSUANT TO SECTION 286.0105 FLORIDA STATUTES, if an individual decides to appeal any decisions made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceeding and will need to ensure that a verbatim record of the proceeding is made. The City does not prepare or provide a verbatim record of the proceedings. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in the proceedings should contact the City of South Daytona's Deputy City Clerk at (386) 322-3011 for assistance at least 48 hours before the date of the meeting.

- I. **CALL TO ORDER** – Recording Secretary
- II. **ROLL CALL** – Recording Secretary
- III. **ADMINISTRATIVE ITEMS**
- IV. **PLEDGE OF ALLEGIANCE**
 - A. **APPROVAL OF THE MINUTES:** February 24, 2021
- V. **DISCLOSURE OF EXPARTE COMMUNICATION**
- VI. **PUBLIC HEARINGS**
 - A. **PCD 2021-04: Planned Commercial Development (PCD) Amendment.**

This is a request by Zev Cohen & Associates, Inc., on behalf of the property owner, Halifax Riverfront Luxury Development, LLC, to amend the Master Development Agreement established by Ordinance 04-25 and subsequent First Amendment to the Master Development Agreement (MDA) established by Ordinance 15-03. The proposed Second Amendment will revise the uses of the PCD from an Assisted Living Facility (185' in height, 492 units) with residential condominiums, nursing homes, medical facilities and accessory uses of boat slips to Luxury Multi-Family Dwelling Units (88'6" in height, 330 units) with accessory uses to include a restaurant, commercial marina, marina-related store, dock bar/tiki bar, rooftop deck, resident clubhouse and meeting rooms, gym/recreational facilities, pool area, resident boat slips, leasing office, maintenance office, and other uses permitted by the City's Land Development Code in the PCD zoning district and agreed upon by both parties in the amended development agreement.
- VII. **OTHER BUSINESS AND DISCUSSION ITEMS**
- VIII. **MEMBER COMMENTS**
- IX. **ADJOURNMENT**

MINUTES
SOUTH DAYTONA
PLANNING AND APPEALS BOARD
Regular Meeting

February 24, 2021

6:00 P.M.

South Daytona City Council Chambers
1672 South Ridgewood Avenue
South Daytona, FL

PURSUANT TO SECTION 286.0105 FLORIDA STATUTES, if an individual decides to appeal any decisions made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceeding and will need to ensure that a verbatim record of the proceeding is made. The City does not prepare or provide a verbatim record of the proceedings.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in the proceedings should contact the City of South Daytona's Deputy City Clerk at (386) 322-3011 for assistance at least 48 hours before the date of the meeting.

I. CALL TO ORDER AND ROLL CALL

Members Present

Abe Agront, Chairman
Phil Trimarchi, Vice-chair
David Beery
Marian (Sam) Buckman
Ari Morse
Rick Jackson
Jerry Masters

Staff Present

James L. Gillis, City Manager
S. Laureen Kornel, CDD
Wade Vose
Lauren Rizzo, Recording Secretary

II. ADMINISTRATIVE ITEMS

A. Election of Chairperson and Vice-chairperson

Ms. Buckman nominated Abe Agront to continue in his role as Chairperson. Mr. Trimarchi seconded the motion. There were no other nominations for Chairperson. The motion passed unanimously (7-0).

Ms. Buckman nominated Phil Trimarchi to continue in his role as Vice-chairperson. Mr. Beery seconded the motion. There were no other nominations for Vice-chairperson. The motion passed unanimously (7-0).

B. Approval of Planning and Appeals Board Rules of Procedures

Vice-chair Trimarchi made a motion to approve the Planning and Appeals Board Rules of Procedures. Ms. Buckman seconded the motion. Hearing no objections, the motion passed unanimously (7-0).

C. Acceptance of the Planning Board Calendar

Ms. Buckman made mention of the change to the February meeting date from February 17th to February 24th. With the exception of the noted change (included in attachment), Vice-chair Trimarchi made a motion to approve the Planning Board Calendar. Ms. Buckman seconded the motion. Hearing no objections, the motion passed unanimously (7-0).

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE MINUTES: December 16, 2020

Ms. Buckman made a motion to approve the December 16, 2020 meeting minutes. Vice-chair Trimarchi seconded the motion. Hearing no objections, the minutes were unanimously approved (7-0).

V. DISCLOSURE OF EXPARTE COMMUNICATION

None disclosed.

VI. PUBLIC HEARINGS

A. VAR 2021-03: 560 Brook Circle Fence Variance (side corner setback).

Ms. Lauren Kornel, Community Development Director, presented the item explaining that the Variance request was a request by Sheila Anderson, property owner of 560 Brook Circle. The property owner seeks to replace a 6' high wood fence in the side corner yard with a 6' high wood fence with a 0' setback. Section 5.6(E)(2)(c) of the Land Development Code requires a side corner setback of 10' for fences. The applicant is seeking a side corner variance of ten (10') feet to reduce the required setback from ten (10') feet to zero (0') feet. Ms. Kornel made note that the fence would be vinyl, not wood, as wood is stated in the Staff Report. The property is zoned R-1C and the City's Land Development Code requires single-family residential corner lots have a side corner setback of 10' for fences. The intent of this regulation is to ensure that there is clear line of sight at the intersection of a right-of-way which is also required by the Land Development Code. The request is for a 0' fence setback in the side corner yard from the required 10' side corner yard setback for a 10' side corner setback variance. Ms. Kornel stated the applicant is proposing to replace the fence at the existing location. The fence is located well enough back behind the front plane of the house that there is no obstruction to vision at the road intersection. The applicant has requested the variance to replace the fence as a matter of maintenance and as an improvement to the property, and wishes to maintain use of their backyard as it currently exists. If the variance were not granted and the regulation strictly imposed, the applicant would lose the use of a portion of their back yard. The applicant is not asking for anything more than exists today; their wish is to replace their fence at its existing location with the desire to maintain reasonable use of the backyard where there is no impact to line of sight at that intersection. Staff believes the applicant meets the variance criteria. The additional layer of regulation to protect triangle area of vision at street corners does not

obstruct visibility since the replacement fence lies well behind the front plane of the house. As such, staff recommend approval of the variance.

Ms. Buckman stated she saw in the report that signatures of surrounding neighbors had been obtained but did not see the signatures included in the report. She wanted to know how many signatures had been obtained. The applicant, Sheila Anderson, was present and stated she had received four signatures from her neighbors. Ms. Kornel also stated she had spoken with one of the applicant's neighbors who supported the variance and had no objection. There were no known objections to the variance. Ms. Kornel stated she would include signatures in future Staff Reports for the Board's review.

Ms. Buckman motioned for approval, and Vice-chair Trimarchi seconded the motion. Hearing no objections, the motion passed with a unanimous vote for approval (7-0).

VII. OTHER BUSINESS AND DISCUSSION ITEMS

A. Sunshine Law and Ethics Training - Wade Vose, Esq., Vose Law Firm LLP

City attorney Wade Vose presented a PowerPoint presentation outlining information regarding Sunshine Law and ethics. See attachment for the presentation.

VIII. MEMBER COMMENTS

Mr. Beery commented that the presentation by City Attorney Vose was very helpful.

IX. ADJOURNMENT

Chairman Agront asked for a motion to adjourn. A motion was made by Vice-chair Trimarchi, and Ms. Buckman seconded the motion. The meeting was adjourned at 7:12 PM.

Respectfully submitted,

Lauren Rizzo, Planning Technician

ATTEST:

Abe Agront, Chairman

Minutes transcribed by Lauren Rizzo

STAFF REPORT

City of South Daytona Community Development Department

DATE: March 17, 2021
SUBJECT: PCD Amendment for 2941 S. Ridgewood Avenue (Tax Parcel ID: 5344-07-00-0020), 2953 S. Ridgewood Avenue (Tax Parcel ID: 5334-07-00-0022), and Tax Parcel ID: 5334-07-00-0021, 5334-07-00-0024, 5334-07-00-0026, 5334-07-00-0028
APPLICANT: Halifax Riverfront Luxury Development, LLC
NUMBER: LDC 2021-04
PROJECT PLANNER: Patty Rippey, AICP, Redevelopment Director

INTRODUCTION: This is a request by Zev Cohen & Associates, Inc., on behalf of the property owner, Halifax Riverfront Luxury Development, LLC, to amend the Master Development Agreement established by Ordinance 04-25 and subsequent First Amendment to the Master Development Agreement (MDA) established by Ordinance 15-03.

BACKGROUND: The Future Land Use designation and zoning classification approved on September 13, 2004, under the originating Ordinance 04-25 was High-Density R-4 and Planned Unit Development (PUD). The principal use permitted in the original Master Development Agreement included a 492-unit, 185' high, residential condominium with accessory uses to include boat slips.

The First amended order, approved on February 24, 2015, by Ordinance 15-03, amended the use to Assisted Living Facility (ALF) with associated living units and medical development. Neither of the those planned projects have materialized and the City has been approached by the current owner, Halifax Riverfront Luxury Development, LLC, with a request to amend the current Master Development Agreement for a mixed-use project with elements that are compatible with the current land use and zoning permitted uses.

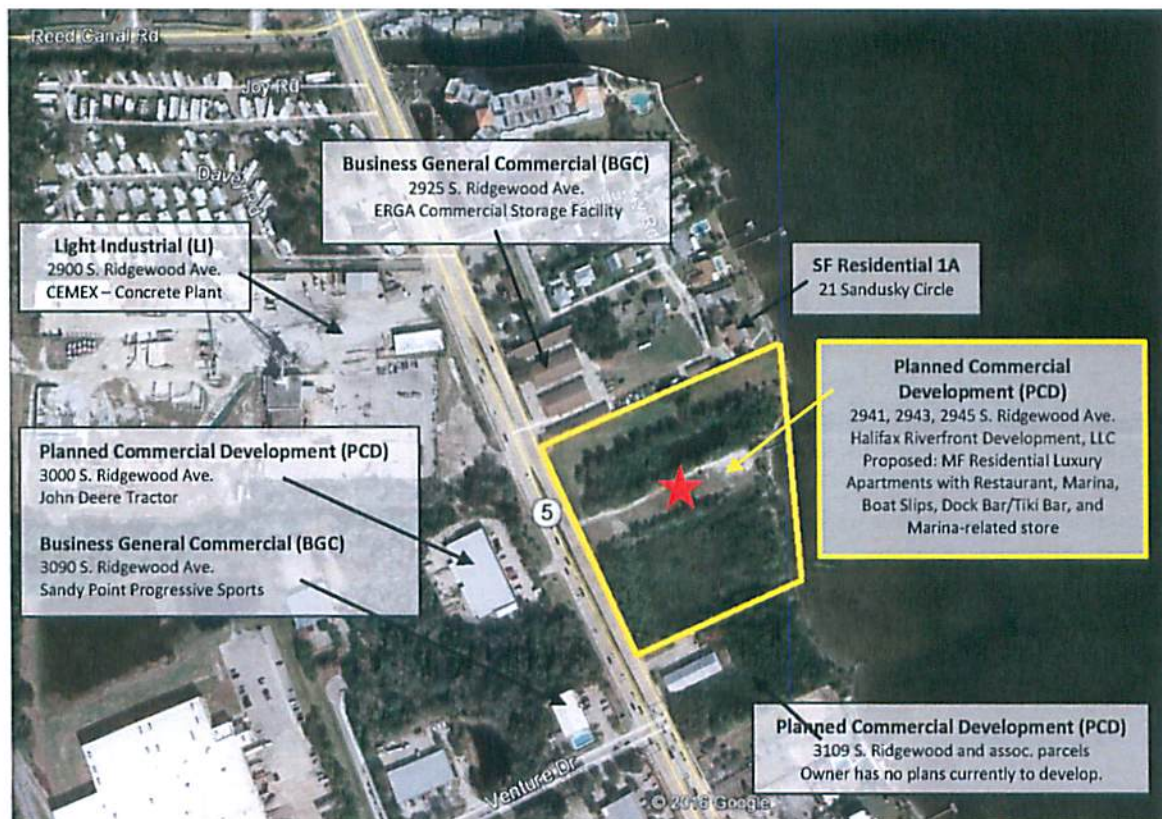
In the past year or so, there has been increased interest by developers along the U.S.1 corridor, especially in this parcel and other properties with waterfront access. As testament to that fact, the Enclave at 3230 Apartment complex will be completing the construction of a 256-unit apartment complex this spring. That site is located on the southernmost parcel, on the west side of S. Ridgewood Avenue. Also, a 17 townhome, 84 unit 2-tower condominium, and 37 boat slip project located on the east side of U.S.1 at the south end of the City, is in the site plan review stage and expected to break

ground during 2021.

PROJECT LOCATION: This site is 6.726 acres +/- and is in the City's Community Redevelopment Area (CRA) and a Federally designated Opportunity Zone. The Opportunity Zone provides tax incentives to private developers/investors in underutilized areas such as the U.S.1. corridor. The property is designated on the Future Land Use Map as Mixed Use 1 and is classified on the Zoning map as Planned Commercial Development (PCD). The land is vacant and has been for many years and is located adjacent to the Halifax River with river frontage of approximately 550 feet.

Exhibit 1: Project Location, below, provides an aerial view of the project site and abutting properties. Additional project location maps, aerial photographs, legal description, and land survey are found in **Attachment I** to this report.

Exhibit 1: Project Location



LAND USE AND ZONING: a breakdown of the existing uses, Future Land Use designations and zoning categories of the project site and surrounding properties is provided on the next page in **Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties**.

Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties

	Business/Use	Future Land Use	Zoning
North	ERGA Storage SF Residential R1B	Mixed Use 1 Mixed Use 1	Business General Commercial (BGC) Single Family R1B
South	Vacant Building (former sports-related retail), Vacant Land	Mixed Use 1	Planned Commercial Development (PCD)
East	N/A – Halifax River		
West	CEMEX John Deere Tractor Sandy Point Progressive Sports	Mixed Use 2 Mixed Use 2 Mixed Use 2	Light Industrial (LI) Planned Commercial Development (PCD) Business General Commercial (BGC)

PROPOSED PROJECT: The applicant is proposing to develop, as its principal use, a 330-unit luxury riverfront apartment complex. The mix of units is 150 - 1 Bed/1 Bath, 150 - 2 Bed/2 Bath and 30 – 3 Bed/2 Bath. The architectural style is Florida Vernacular. Other principal uses will include a commercial marina, restaurant, marina-related retail store, dock/tiki bar. Accessory uses will include resident clubhouse/meeting rooms, gym/recreational facilities, pool, retail sales at the marina, leasing office and maintenance office. A maximum of 145 boat slips are planned, some of which will be available for residents to lease.

PROJECT BUFFERING: Buffering between abutting land uses will include:

North side: a six (6) foot masonry wall along the north property line up to the plane of the riverside wall of the principal structure. A twenty-five percent reduction in required landscaping on the north side is allowed in conjunction with the installation of six (6) foot stuccoed masonry wall.

East side (Waterfront yard): a four (4) foot high stuccoed masonry wall shall be constructed to extend out from the plane of the riverside wall of the principal building toward the shoreline, with a setback from the shoreline of ten (10) feet along north side of the property line.

West side (U.S.1 Frontage): a six (6) foot commercial grade aluminum picket fence shall be required along the U.S.1 frontage. And extensive landscaping buffer is also required: 30 feet wide, 7 shade trees, 8 understory trees per 100 lineal foot. This landscaping exceeds the required buffer of 10 feet width, 3 shade trees, 3 understory trees, and 30 bushes per lineal foot. Extensive, lush landscaping along the U.S.1 frontage is one of the criteria the proposed development meets to attain a density bonus.

South side: a six (6) foot commercial grade picket fence shall be required along the south side until it meets the wetlands. A landscaping buffer is also required from the south west corner of the property abutting S. Ridgewood to the wetland boundary. The landscape buffer shall be 10 feet width, 3 shade trees, 3 understory trees, and 30 bushes per lineal foot. The landscaping buffer is being waived on the southside

property line within the wetland boundary. The wetland is 180' wide at its greatest distance across and any additional landscaping would be redundant and could negatively impact the wetland.

PROPOSED AMENDMENTS: The PUD Master Development Agreement, First Amendment and proposed Second Amendment are summarized in **Table 2. Summary of Proposed Amendments**, below.

Table 2. Summary of Proposed Amendments

SUMMARY OF MASTER DEVELOPMENT AGREEMENT AND PROPOSED PCD AMENDMENT			
PCD Elements	Ordinance 04-16 Established MDA	Ordinance 15-03 First Amendment to MDA	Proposed Second Amendment to MDA
Land Use	Mixed Use 1	Mixed Used 1	No change
Zoning	High Density 4	Planned Commercial Development (PCD)	No change
Project Type	Condominiums	Assisted Living Facility	Luxury Apartment Complex
Accessory Uses	Boat Slips	Medical offices/services, nursing home	Restaurant, Commercial Marina, Boat Slips, Dock Bar/Tiki Bar, Marina-related store.
Design Style	Mediterranean	Mediterranean	Florida Vernacular as identified in the applicant's rendering
Number of Units	492	492 or 60 units/acre	330
Density per Acre	60 units/acre	60 units/acre	50 units/acre
Dwelling Size	1,500 sf	900 sf, average 1,100 sf	600 sf – 1,150 sf
Setbacks	Front Yard/US1: 30' From Bulkhead: 60' North: 20' South: 20'	Front Yard/US1: 90' From Bulkhead: 50' North: 80' ground floor South: 70' ground floor	Front Yard/US1: 63' From Bulkhead: Appl.; 29' at one point North: 20' South: 180'
Max. Bldg. Coverage	40% 50% understory pkg	35%	Applicant: 35.5%
Max. Impervious Surface	70%	35%	Applicant: not to exceed 51.4% of the gross footage for the property
Max. Bldg. Height	185'	185'	Applicant: 88'-6" to roof deck
Open Space	30% open space 20% common open space	30% open space 25% common open space	30% open space 20% common space
Parking	1.5 spaces/unit residential	1.5 space/unit residential 1 space/bed for ALF 1 space/300 SF for commercial 1 space/5 boat slips for marina	1.75 spaces/ unit residential 1 space/5 boat slips marina 1 space/4 seats restaurant
Buffering	West - US1: 40' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft North/South: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft	West - US1: 40' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft North/South: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft	West - US1: 30' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft., 6' commercial grade aluminum picket fence North: 10' wide, 3 shade trees, 3 understory trees, 30 bushes per 100 lineal ft, reduce by 25% with 6' masonry wall. South: 30' wide, 7 shade trees, 8 understory trees, 60 bushes per 100 lineal ft., 6' commercial grade aluminum picket fence along south west corner until it meets the wetlands boundary.
Density Bonus	yes	yes	yes
Utility Easements	MDA req 10' easement	Utility Easement is recorded with Clerk's Office	No change
Utility Undergrounding	Required	Required	Required

CONSISTENCY WITH REDEVELOPMENT GOALS AND OBJECTIVES: The proposed development project meets the redevelopment objectives of the City as described in excerpts from City's CRA Community Redevelopment Master Plan and the Comprehensive Plan below.

Consistency with CRA Redevelopment Master Plan:

Need for Redevelopment:

1. *The Blight Study provided for the finding which "constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth". The following issues were noted by the Blight study.*
 - a. *There is significant vacant and underutilized land in the CRA.*
 - b. *Commercial and industrial properties, generally the highest revenue generating land uses, accounted for only 41% of the Blight Study Area's taxable property value while having the largest amount of those property types.*

Economic Rationale for Change:

1. *The City is positioned to utilize both residential and non-residential projects to stimulate redevelopment with residential projects not only serving as catalyst projects themselves but also helping to build a market to supported planned commercial development.*
2. *The City can expect that approved projects will need to be modified as they move forward, and these changes shall be viewed as opportunities to expand the impact of these projects on the implementation of the redevelopment objectives.*

The Redevelopment Plan:

1. *Future Land Use Plan*
 - a. *Mixed Use Districts have been introduced into the Land Use Plan along with high density, high rise residential options. The conversion of former commercial lands to Residential High Density land use has addressed the over-supply of general commercial land.*
 - b. *Bonuses for higher residential densities and floor area ratios (FARs) will be given to future development that meet the basic performance standards including but not limited to enhanced landscaping along public right-of-way that meets or exceeds City standards, use of City imagery/architectural guidelines, and minimum of 3 stories and 3 uses.*
2. *Private Catalyst Projects are necessary to activate redevelopment, add to the City's tax base and to the CRA TIF trust fund. As the market has improved, the City may need to reconsider the existing configuration of the project as planned for in the early 2000's. These projects will be responsible for future increases in property value, which generate additional funds for redevelopment improvements. As the private residential and mixed-use development is*

realized, the U.S.1 corridor will become revitalized thereby renewing the City's tax base, increasing employment opportunities, additional retail and service options for residents and visitors, and visual enhancement to the CRA.

CRA Goals and Objectives:

1. *Create a Unique Identity that makes South Daytona a memorable place.*
 - a. *Create a variety of activity centers and gathering places.*
 - b. *Encourage strategically located missed use developments to promote land use diversity.*
 - c. *Promote selected development opportunities on the river to emphasize the City's waterfront location.*
2. *Attract investment and create value through coordinated public/private initiatives.*
 - a. *Stress private implementation to increase taxable values and enhance the Redevelopment Trust Fund.*
 - b. *Create a land use mix to provide land use and tax base diversity.*
 - c. *Incorporate the Redevelopment Plan, along with opportunities/conditions for mixed use district land uses.*

Consistency with Comprehensive Plan:

Future Land Use Element - Planning Issues and Opportunities

Item 1. High Density Condominium Development in the CRA – supports residential development as integral to the overall redevelopment strategy.

Item 3. Revitalization and Redevelopment along the U.S.1 (Ridgewood Avenue) Corridor – high density residential project in the southeast quadrant of the City is a key element of the redevelopment program.

Item 6. Limited access to Halifax River – community vision supports the expansion of other access to the Halifax River. The best opportunities to accomplish this will come from future modification and implementation of plans for approved high-density residential projects, including the introduction of mixed-use options that will create opportunities via private sites such as shops and restaurants. (marinas)

Goal: Provide for a land use pattern which will create a quality, well-rounded community and reinforce the City's commitment to development and redevelopment.

Objective 1: Provide for a land use pattern which will create a quality, well-rounded. community and reinforce the City's commitment to development and redevelopment.

Policy 1-4: High Density Range 4 through PCD/PUD in Ridgewood corridor.

Policy 1-9: Mixed Use land use classifications provide for integration of residential, commercial, office, lodging, civic and public uses.

Mixed Use 1: Areas east of Ridgewood Avenue that have river and U.S.1 frontage, minimum of 3 acres are permitted a minimum of 25 units/acre and maximum of 40 units/acre but are allowed a density bonus of up to 20 units/acre for a total of 60 units/acre.

Goal: Provide for the maintenance of existing properties and neighborhoods and for the redevelopment of those area of the City in need of significant public and private reinvestment.

Objective 8: The City shall implement its community design standards for streetscaping, exterior architecture, and appearance, commercial signage, etc. particularly as they apply to the Ridgewood Corridor Redevelopment District.

Policy 8-2: Continue to enforce the community design standards that have been adopted in the Consolidated Land Development Regulations.

Objective 10: Ensure that public facilities are adequate to meet existing and anticipated needs.

Policy 10-1: Require public facilities meeting the adopted levels of service to be available concurrent with or prior to the impact of new development.

Policy 10-4: With the intent of increasing public waterfront access, evaluate development proposals for all riverfront parcels of over two acres, and before project approval or the issuance of a development order, determine the feasibility and need for requiring incorporation of a public waterfront access component.

Objective 12: The City shall protect the environmental resources of the Halifax River by regulating boating impacts.

Policy 12-1: Enforce the Manatee Protection Plan for Volusia County as adopted by the City and as applicable to development in the City.

Policy 12-6: The City shall require that any marina development be consistent with the referenced Manatee Protection Plan for Volusia County.

Goal: Establish and designate the entire City as a Transportation Concurrency Exception Area to facilitate urban infill and redevelopment, reduce the possible adverse impact of transportation concurrency on urban infill, provide strategies for mobility, urban design, mixed uses, and network connectivity, and create a vibrant community that improves the quality of life for existing and future residents by achieving a balanced mix of sustainable and functional land uses.

Objective 13: Transportation Concurrency Exception Area (TCEA) is hereby established for the City of South Daytona city limits. The City shall affect the objectives and policies contained in this Plan by implementing and funding strategies that will promote infill development within the TCEA consistent with sound urban design principles and mixed-use development with the Ridgewood Corridor Redevelopment Area.

Policy 13-2: Within the Ridgewood Corridor Redevelopment Area the City shall encourage developments with slightly higher densities and intensities in order to achieve the type of compact development that can justify increased transit service.

Policy 13-11: Through amendments to its land development regulations, the City shall adopt slightly higher density and intensity standards for development located in the Ridgewood Corridor Redevelopment Area along major transportation and transit corridors in order to more fully utilize the available infrastructure.

Policy 13-12: The City shall encourage opportunities for economic development by promoting commercial and recreational projects that will generate an increased flow of people and spending within the Ridgewood Corridor Redevelopment Area.

SITE ANALYSIS: the site has been analyzed in terms of the infrastructure impacts of the proposed project for the following services.

Traffic/Roadways:

The primary access road that will be impacted by the proposed project is U.S. 1/South Ridgewood Avenue. U.S. 1 is an Urban Principal Arterial Roadway and is a state highway under the jurisdiction of the Florida Department of Transportation (FDOT). The average daily traffic count, level of service, and peak hour load data is provided in **Table 3. 2019 U.S.1 Average Annual Daily Traffic Count** below.

Table 3. 2019 U.S.1 Average Annual Daily Traffic Count

2019 Average Annual Daily Traffic (AADT) Count U.S.1 from Reed Canal Road to Dunlawton Avenue		
Measurement	2019 AADT/LOS	2019 Allowable AADT/LOS
Average Annual Daily Traffic (AADT)	25,000	38,900
Level of Service (LOS) Capacity	C	D
Peak Hour Load	1,970	3,580

Source: Volusia County Average Annual Daily Traffic & Historic County, Volusia County Traffic Engineering Department, County of Volusia website.

U.S. 1 has capacity for an additional daily traffic count of 13,900. The traffic created by the proposed project is estimated to be a small fraction of the allowable average daily traffic. Even so, the City is requiring the developer to provide a traffic study verifying the impact to the level of service to U.S. 1 and other local roadways because of the proposed development.

The entire City of South Daytona is designated as a Traffic Concurrency Exception Area (TCEA) to promote urban infill and redevelopment by reducing the adverse impact of transportation concurrency and developing a coordinated transportation system for pedestrians, bicyclists, transit riders and motorists.

By the terms of the proposed Master Development Agreement, the Owner/Developer is responsible for all transportation improvements within the **Subject** property and any off-site transportation requirements, because of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community.

Potable Water/Sewer: The design capacity of the Ralph Brennen Water Treatment Plant which supplies water to the City of South Daytona is 24 MGD. The water demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. Typical engineering practices use sewer flow rates to estimate potable water

demand. The complex is slated to have 150 one-bedroom, 150 two-bedroom, and 30 three-bedroom dwellings. This is coupled with a restaurant which was estimated to have 200 seats. If any further uses such as dock utilities come evident upon further submittal, a reevaluation will be necessary. However, currently the expected overall usage is 62,000 GPD.

The design capacity of the Bethune Point Water Reclamation Facility which takes in the City of South Daytona sewage is 13 MGD. The wastewater demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. With the known conditions, sewer flow rates are expected to increase 62,000 GPD. Current flows at the lift station that will immediately service this property are between 100,000 and 200,000 GPD. The station is equipped with twin pumps capable of 415 GPM and allowing for maximum daily flows of 1,195,200 GPD. Both this station and the subsequent master station are below 30% load capacity on an average day. This section of the City's wastewater system has capacity to serve the proposed development.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Landfill. This is a 3,400-acre Class 1 facility and is estimated to have excess capacity through 2052.

Recreation and Public Facilities: the proposed development will not negatively impact recreation and public facilities. The proposed development will include a commercial marina and restaurant that will add to the community's public access to the waterfront. The proposed development will provide on-site recreational amenities including, but not limited to, a pool, clubhouse, gym, and other open space for residents to enjoy.

Drainage: The proposed development will include an on-site stormwater retention facility that will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the City of South Daytona and the St. Johns River Water Management District. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Elimination System (NPDES) will be maintained.

Environmental: the proposed development will not negatively impact environmentally sensitive lands or natural resources. Existing wetlands will be preserved as required by local and State regulatory agencies.

School Concurrency: a school concurrency certificate will be provided by the applicant at time of site plan approval after the Second Amendment to the MDA is approved by the City Council.

Public Protection: Both Police Department and Fire Department reviewed the proposed project and note they have sufficient capacity and staffing levels to sustain public safety and fire services to respond to any expected concerns.

CONCLUSION: In accordance with Section 3.2(J)(1) of the Land Development Code, there are certain criteria that must be evaluated before adoption of a Land Development Code amendment. The Planning & Appeals Board must consider the following criteria when making their recommendation:

1. **Identifies any provision of the Code, Comprehensive Plan or other law relating to the proposed change and describes how the proposal relates to them.**

The proposed amendments are consistent with the Comprehensive Plan and the Land Development Code.

2. **The use(s) is (are) compatible with the adjacent existing or planned uses.**

The proposed uses fall within the permitted uses in the Planned Commercial Development zoning classification and within the Mixed Use 1 Future Land Use designation.

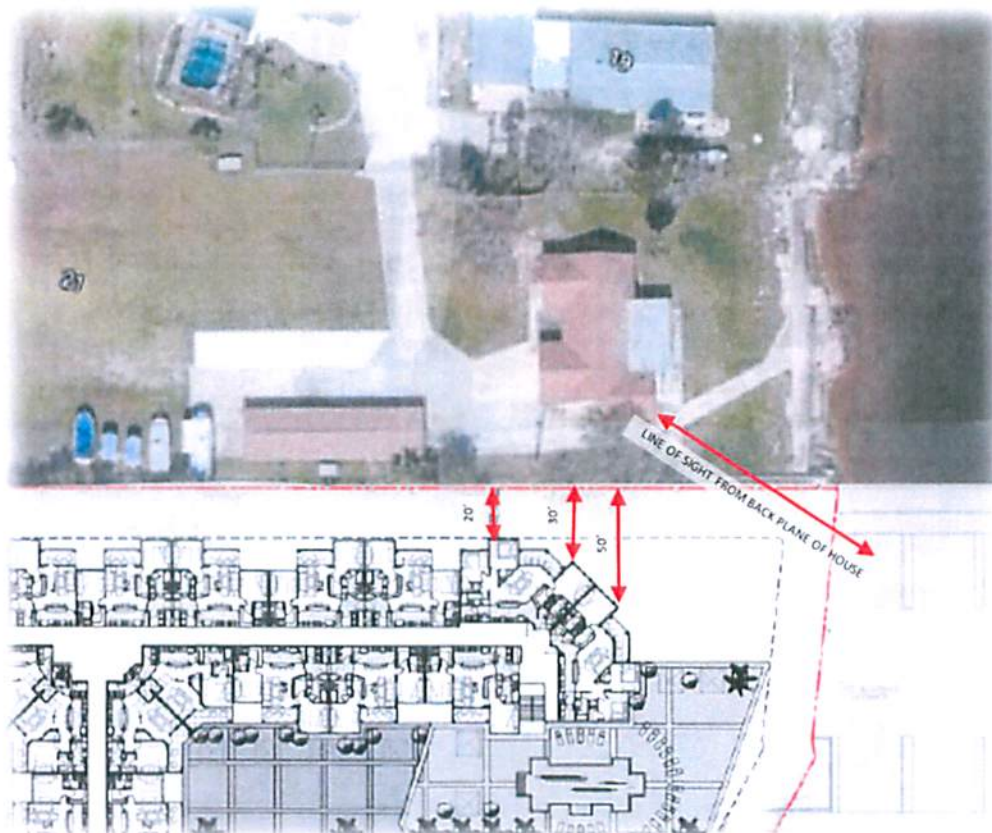
3. **The use does not impair rights of other properties to light, air, sunlight, or other natural phenomena.**

There is only one, non-commercial use located adjacent to the proposed project, at 21 Sandusky Road. The property is adjacent to the north east corner of the proposed project and consists of one (1) Single-Family R1B zoned house and a detached garage. The adjoining property and business with U.S.1 frontage, 2925 South Ridgewood Avenue, is zoned Business General Commercial (BGC) and is under the same ownership. The existing property use is commercial storage facility, known as, ERGA Mini Storage. There is a private, gated entrance to the storage facility from Sandusky Road and a public entrance from U.S.1. There is access from the single-family home to U.S.1. through the storage facility.

Per the City's Land Development Code, Article IV. Zoning Regulations, the required side yard set-back adjacent to any zoning district other than R1A single-family is twenty (20) feet. The adjacent property is zoned R1B, therefore the proposed project meets the required twenty (20) feet set-back. However, the proposed structure north wall turns southward creating thirty (30) feet and then a fifty (50) feet setback before the back plane of the single-family structure. Setbacks of twenty-five (25) feet up to thirty (30) feet exist between the single-family residence to its south property boundary line. The proposed project setbacks are noted, and images of the existing structures are included below in **Exhibit 2: Single-Family**

R1B Structure and Proposed Setbacks.

Exhibit 2: Single-Family R1B Structure and Proposed Setbacks





The design of the proposed multi-family structure and setbacks along the north eastern portion of the boundary line meet or exceed the land development code requirements for setbacks adjacent to a Single-Family R1B zoning district.

4. The project meets or exceeds tests for concurrency management.

As noted in the staff report, the project meets or exceeds the test for concurrency management and additional information will be provided by the applicant during the site plan review phase.

RECOMMENDATION: It is expected that the proposed amendment will be reviewed by the City Council on April 13, 2021 (1st Reading) and May 11, 2021 (2nd reading). It is recommended the Planning & Appeals Board **APPROVE** Case #LDC 2021-04 amending the Master Development Agreement established by Ordinance 04-25 and amended by Ordinance 15-03 as specified in this report.

ATTACHMENT I

PUBLIC HEARING APPLICATION
LOCATION, ZONING, AERIAL MAPS
PROPOSED PROJECT RENDERINGS
CONCEPT PLANS
LAND SURVEY AND LEGAL DESCRIPTION

PUBLIC HEARING APPLICATION



CITY OF SOUTH DAYTONA

Community Development Department

16725 Ridgewood Avenue, South Daytona, FL 32119

(386) 322-3020

P.O. Box 214960, South Daytona, FL 32121-4920

PUBLIC HEARING- APPLICATION

For Planning Department Use

Application Number

Date Submitted

APPLICATION TYPE AND FEES

- ☐ Annexation
- ☐ Annexation Agreement
- ☐ Land Development Code (LDC) Amendment
- ☐ Large-Scale Comprehensive Plan Amendment (Map)
- ☐ Official Zoning Map Amendment, 10.01 acres or more
- ☐ Official Zoning Map Amendment, 10 acres or less
- ☐ Planned Development, 10.01 acres or more
- ☒ Planned Development, 10 acres or less
- ☐ Planned Development Amendment - Major
- ☐ Small-Scale Comprehensive Plan Amendment (Map)
- ☐ Special Exception - New Construction/Redevelopment
- ☐ Special Exception - Downtown CRA Redevelopment
- ☐ Street Vacation
- ☐ Other

* The Land Development Code requires the applicant to pay the full costs of public advertising. The deposit is the average of past applications. Applicants shall receive a refund where costs paid are greater than advertising costs and will be if advertising costs are greater than the deposit paid.

APPLICANT INFORMATION

This application is being submitted by ☐ Property Owner ☒ Agent, on behalf of Property Owner**

Name Zev Cohen & Associates, Inc.

Full Address 300 Interchange Blvd., Ste C, Ormond Beach, Florida 32174

Telephone 386-677-2482

Email mkaret@zevcohen.com

** If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION***

Name Halifax Riverfront Luxury Development LLC - Paul Saks

Full Address 345 Mayport Road, Suite 5, Atlantic Beach, FL 32233

Telephone 904-247-5334

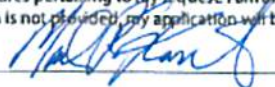

Email psaks@theklotzcompanies.com

***If the property owner does not reside on the property for which the application refers, please provide the following Property Details.

PROPERTY DETAILS	
Full Address	2941 S. Ridgewood Ave., South Daytona, Florida, 32119
Legal Description	533407000020, 533407000021, 533407000022, 533407000023, 533407000024, 533407000026, 533407000028

PROJECT COORDINATOR	
Name	Mark Karet
Full Address	300 Interchange Blvd., Ste C, Ormond Beach, Florida 32174
Telephone	386-677-2482
Email	mkaret@zevcohen.com

PROJECT INFORMATION	
Name	Halifax Riverfront Apartments
Description	Planned development rezoning to establish development criteria and authorize the follow primary uses on the property: Multi-family residential, a commercial marina and restaurant.

CERTIFICATION	
<p>By submitting this application, I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize City of <u>South Daytona</u> Staff to place legal notice on my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all the required information is not provided, my application will be continued to the next regularly scheduled hearing.</p>	
<p style="text-align: right;">Signature: <u></u></p>	
<p>STATE OF FLORIDA COUNTY OF <u>VOLUSIA</u></p>	
<p>The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>Jan</u>, 20<u>21</u>, by <u>Mark Karet</u> as <u>Director of Planning</u> (title*) for <u>Zev Cohen & Assoc. Inc.</u> (name of corporation*), who <input type="checkbox"/> provided _____ as identification, or <input checked="" type="checkbox"/> who is personally known to me.</p>	
	<p>Notary Public, State of Florida My Commission Expires: _____</p>
<p><small>* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.</small></p>	



300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax 386-677-2505
www.ZivCohen.com

LETTER OF AUTHORIZATION

Re: Halifax Riverfront Luxury Development
2941 South Ridgewood Avenue, South Daytona, FL 32119

To Whom It May Concern:

Please be advised that Zev Cohen & Associates, Inc., is our Civil Engineer/Landscape Architect for the above referenced project. In this regard, this letter authorizes Zev Cohen & Associates, Inc., to act as our agent for and with all regulatory agencies, departments and their respective personnel, in an effort to receive all governmental approvals and permits necessary for the construction and development of property located in South Daytona, Florida.

**HALIFAX RIVERFRONT
LUXURY DEVELOPMENT, LLC**

APPROVED
LEGAL

For:

By:

As Its:

Jeff Klotz
JEFF KLOTZ

Date:

1/18
1/18/2021

AUTHORIZED SIGNATORY

STATE OF **Florida**
COUNTY OF **DUVAL**



The foregoing instrument was acknowledged before me this 18 day of Jan, 2021 by Jeff Klotz. He/she is personally known to me or has produced DRIVER'S LICENSE as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of Jan, 2021

Athena Fortenberry

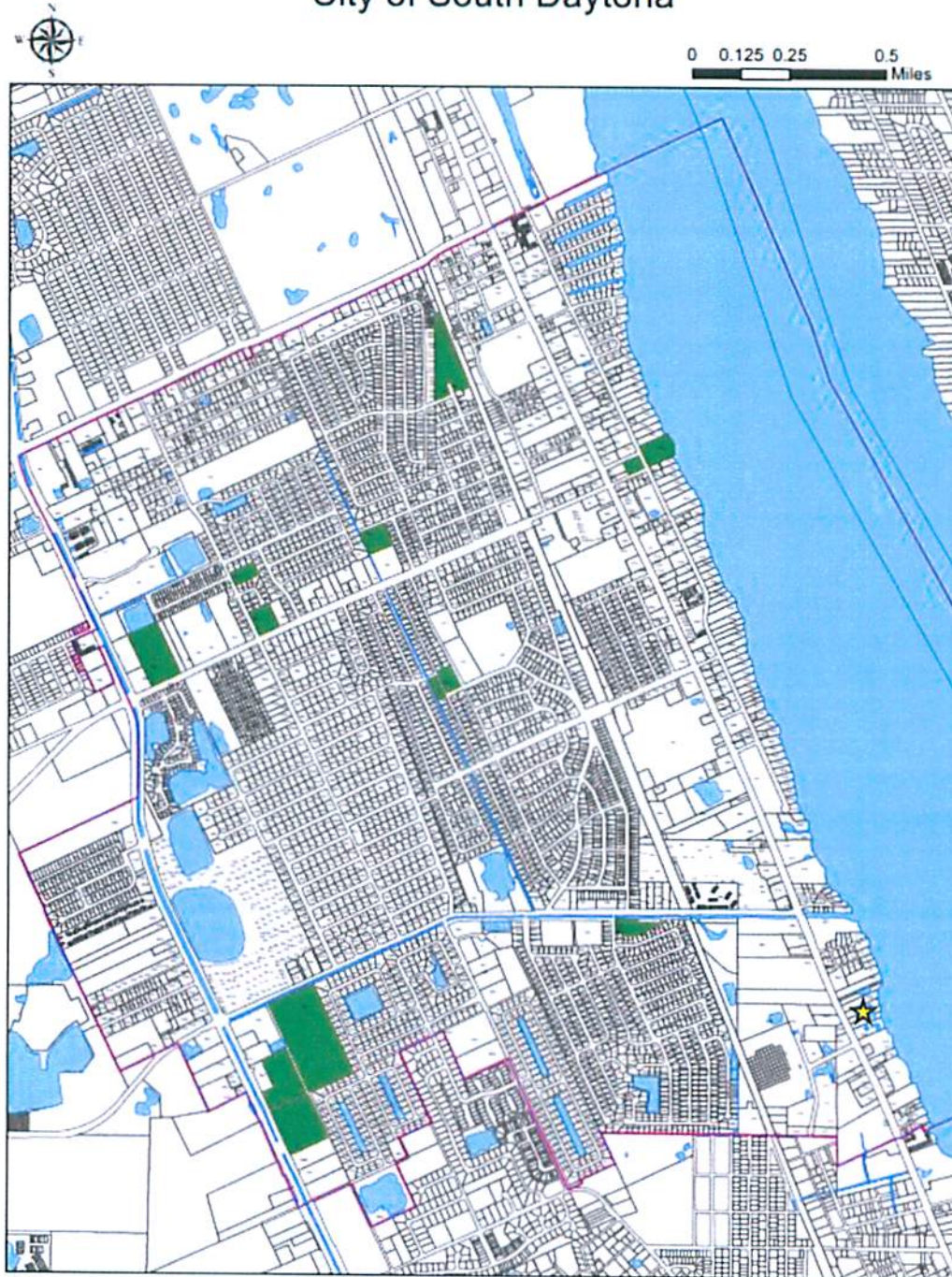
My commission expires: July 25, 2023

MPK/NS
ZC# 16187

CIVIL ENGINEERING • TRANSPORTATION • ENVIRONMENTAL
LANDSCAPE ARCHITECTURE • PLANNING

LOCATION MAP

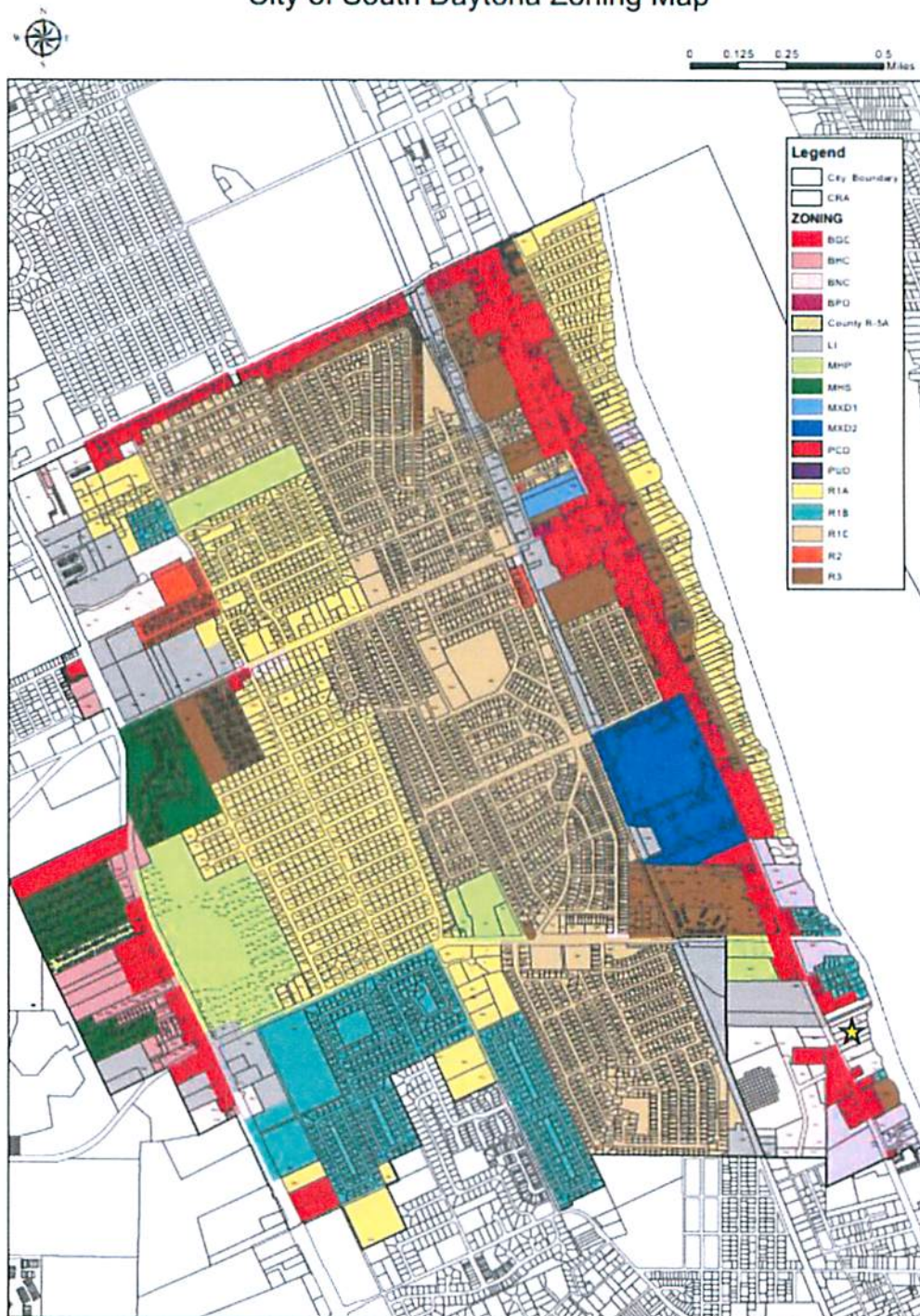
City of South Daytona



★ PROPOSED PROJECT LOCATION

ZONING MAP

City of South Daytona Zoning Map



★ PROPOSED PROJECT SITE

AERIAL PHOTOGRAPHS OF PROJECT SITE



RENDERING OF FRONT ELEVATION: HALIFAX RIVERFRONT APARTMENTS



HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL BUILDING ELEVATION

Davenport
Consulting Group
112 Orange Ave., Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Djoonwood@davenportconsultinggroup.com

ONCEPTUAL BUILDING DESIGN – RENDERING 1



HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL BUILDING DESIGN

Davenport
Consulting Group
112 Orange Ave., Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Davenport@davenportconsultinggroup.com

CONCEPTUAL BUILDING DESIGN – RENDERING 2



HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL BUILDING DESIGN

Davenport
Consulting Group
112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Davenport@davenportconsultinggroup.com

CONCEPTUAL BUILDING DESIGN – RENDERING 3

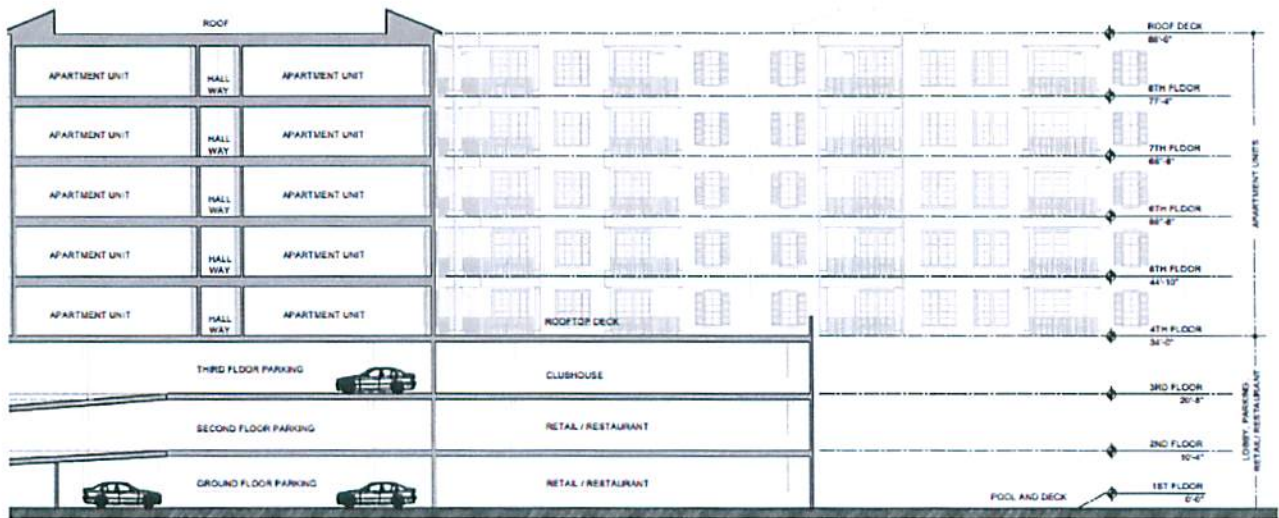
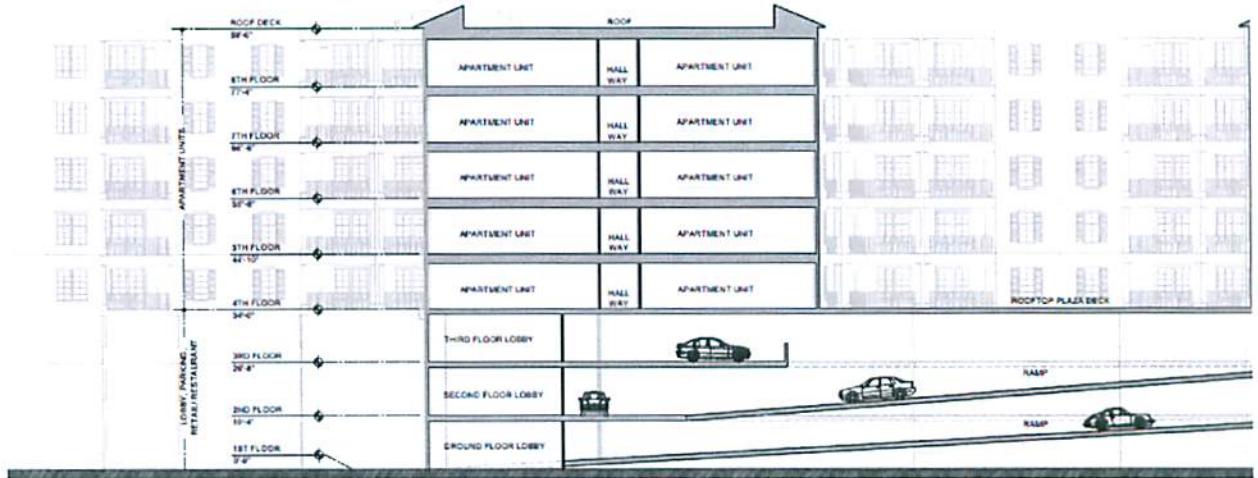


HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL BUILDING DESIGN

Davenport
Consulting Group
112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Davenport@davenportconsultinggroup.com

CONCEPTUAL BUILDING SECTION (DIVIDED INTO TWO SECTIONS FOR CLEAR DETAIL)



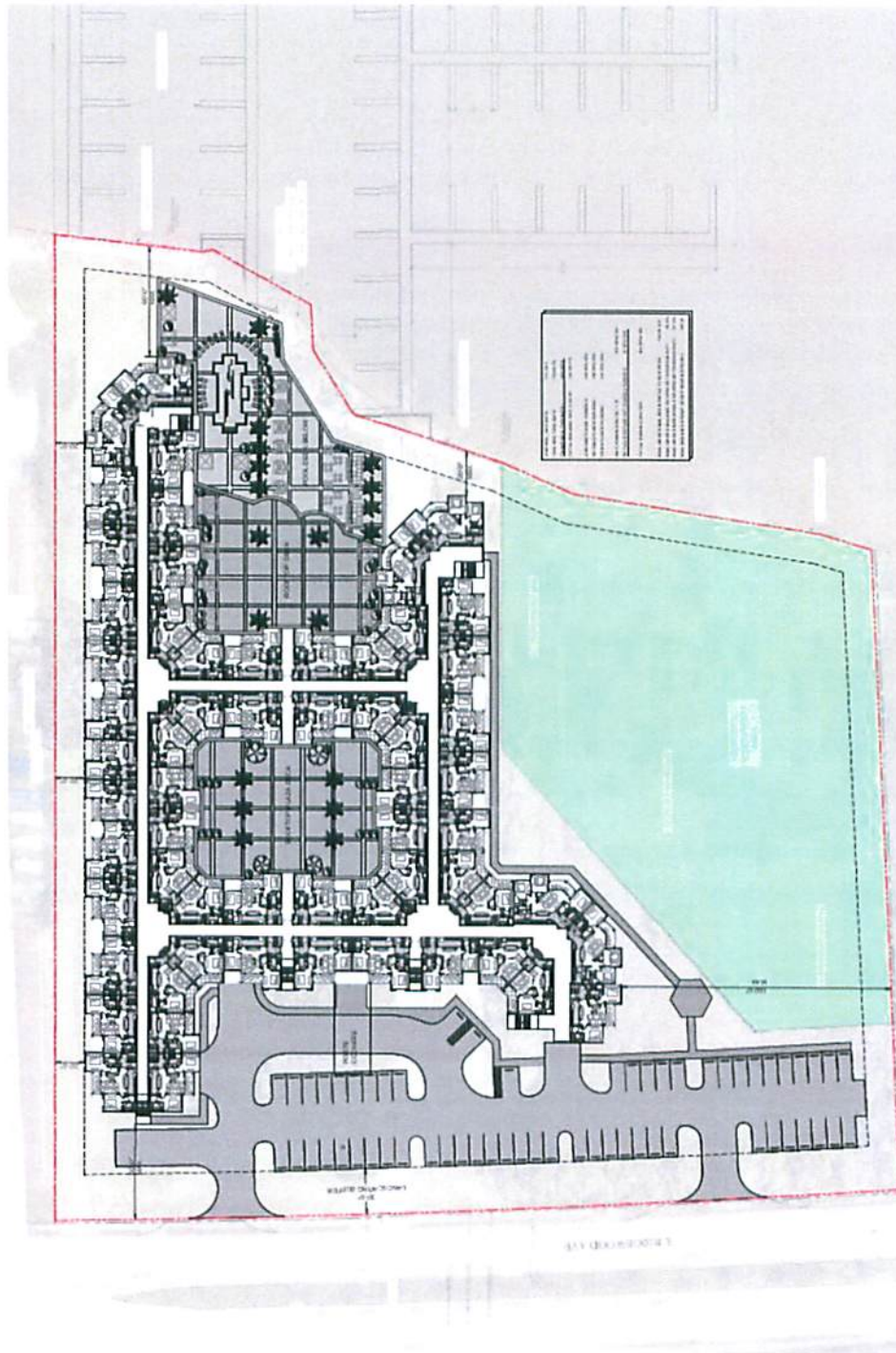
HALIFAX RIVERFRONT APARTMENTS

JANUARY 2021

CONCEPTUAL BUILDING SECTION

Davenport
Consulting Group
112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0152
Email: Dcpanel@ddavenportconsultinggroup.com

CONCEPTUAL TYPICAL UNIT FLOOR PLAN



HALIFAX RIVERFRONT APARTMENTS

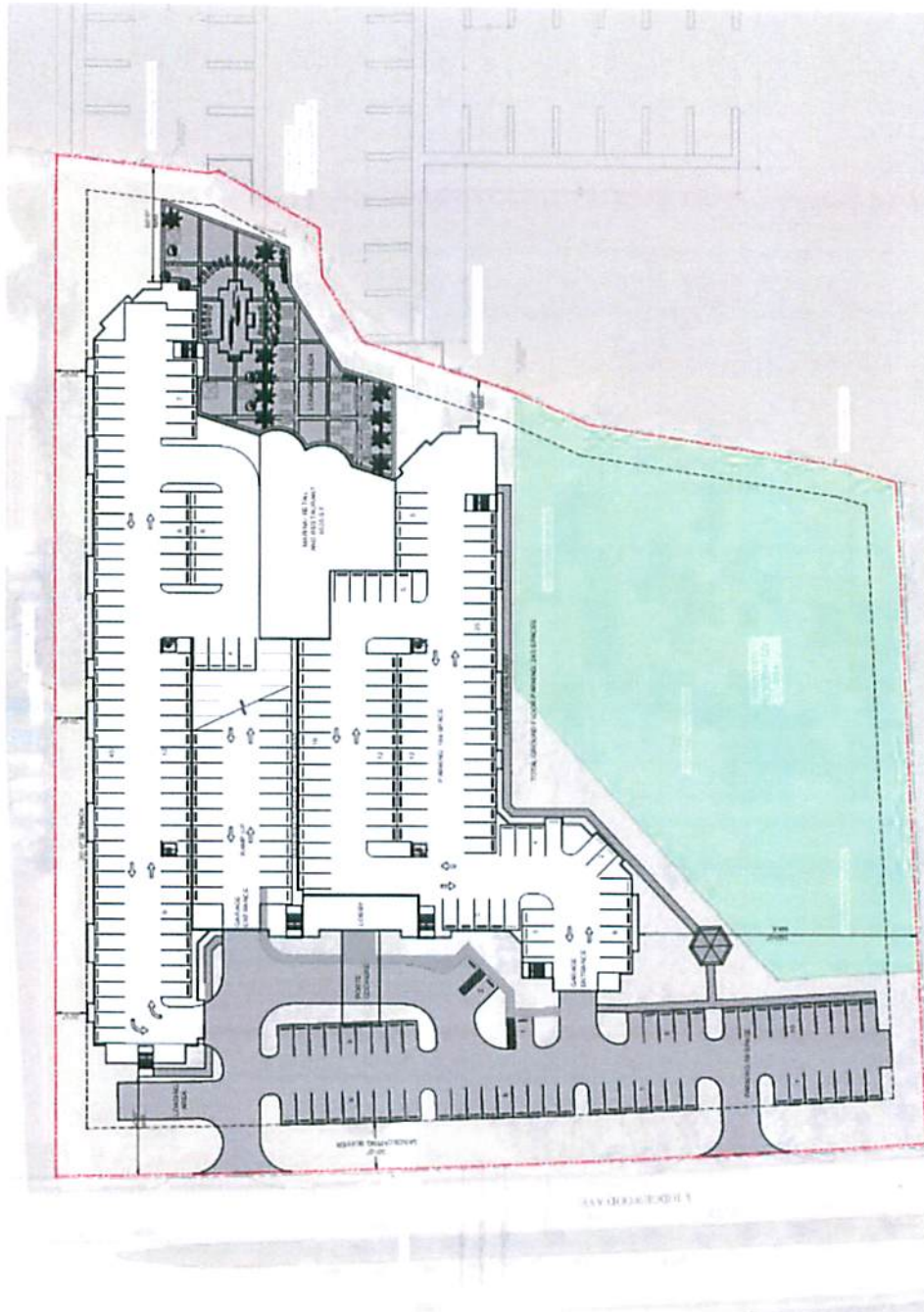
CONCEPTUAL TYPICAL UNIT FLOOR PLAN

Davenport
 Consulting Group
 112 Orange Ave. Suite 204 Daytona Beach, FL 32114
 Phone: (407) 325-0532
 Email: Davenport@davenportconsultinggroup.com

CONCEPTUAL TYPICAL UNIT FLOOR PLAN – LEGEND

ONE BED, ONE BATH:	150 UNIT
TWO BED, TWO BATH:	150UNITS
<u>THREE BED, TWO BATH:</u>	<u>30 UNITS</u>
TOTAL BUILDING UNIT COUNT:	330 UNITS
GROUND FLOOR PARKING:	243 SPACES
SECOND FLOOR PARKING:	200 SPACES
THIRD FLOOR PARKING:	216 SPACES
UNIT PARKING RATIO: 1.75	578 SPACES
<u>RETAIL/ RESTAURANT/ MARINA PARKING:</u>	<u>81 SPACES</u>
TOTAL PARKING SPACES:	659 SPACES
MAX. GROSS NON-RESIDENTIAL FLOOR AREA:	15,235 S.F.
MAX. GROSS BUILDING COVERAGE:104,040/293,047=	35.5%
MAX. GROSS IMPERVIOUS COVERAGE:150769/293,047=	51.4%
MAX. BUILDING HEIGHT (ROOF BEARING POINT):	88'-6"

CONCEPTUAL GROUND FLOOR PARKING PLAN

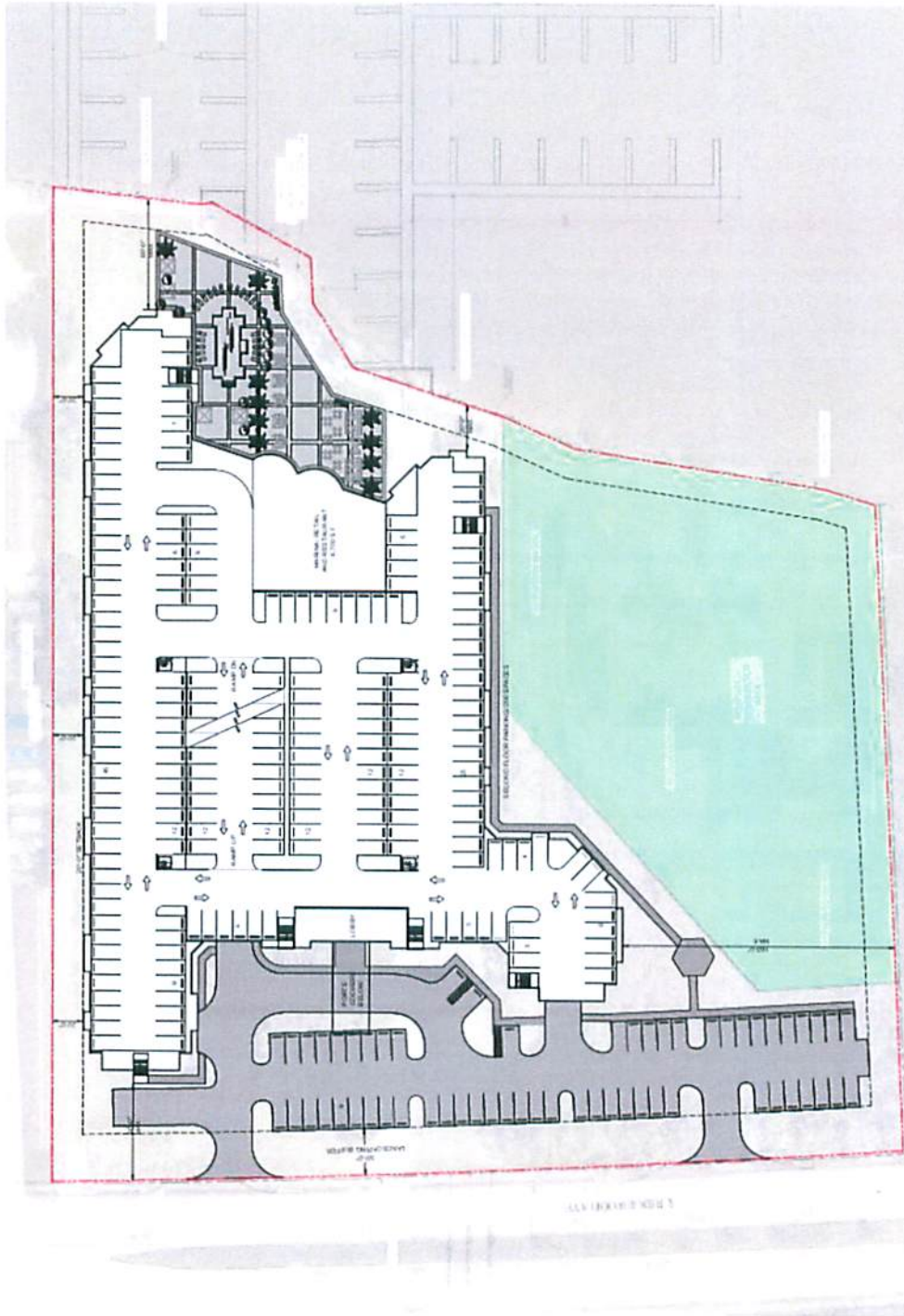


HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL GROUND FLOOR PARKING PLAN

Davenport
Consulting Group
112 Orange Ave. Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Davenport@davenportconsultinggroup.com

CONCEPTUAL SECOND FLOOR PARKING PLAN

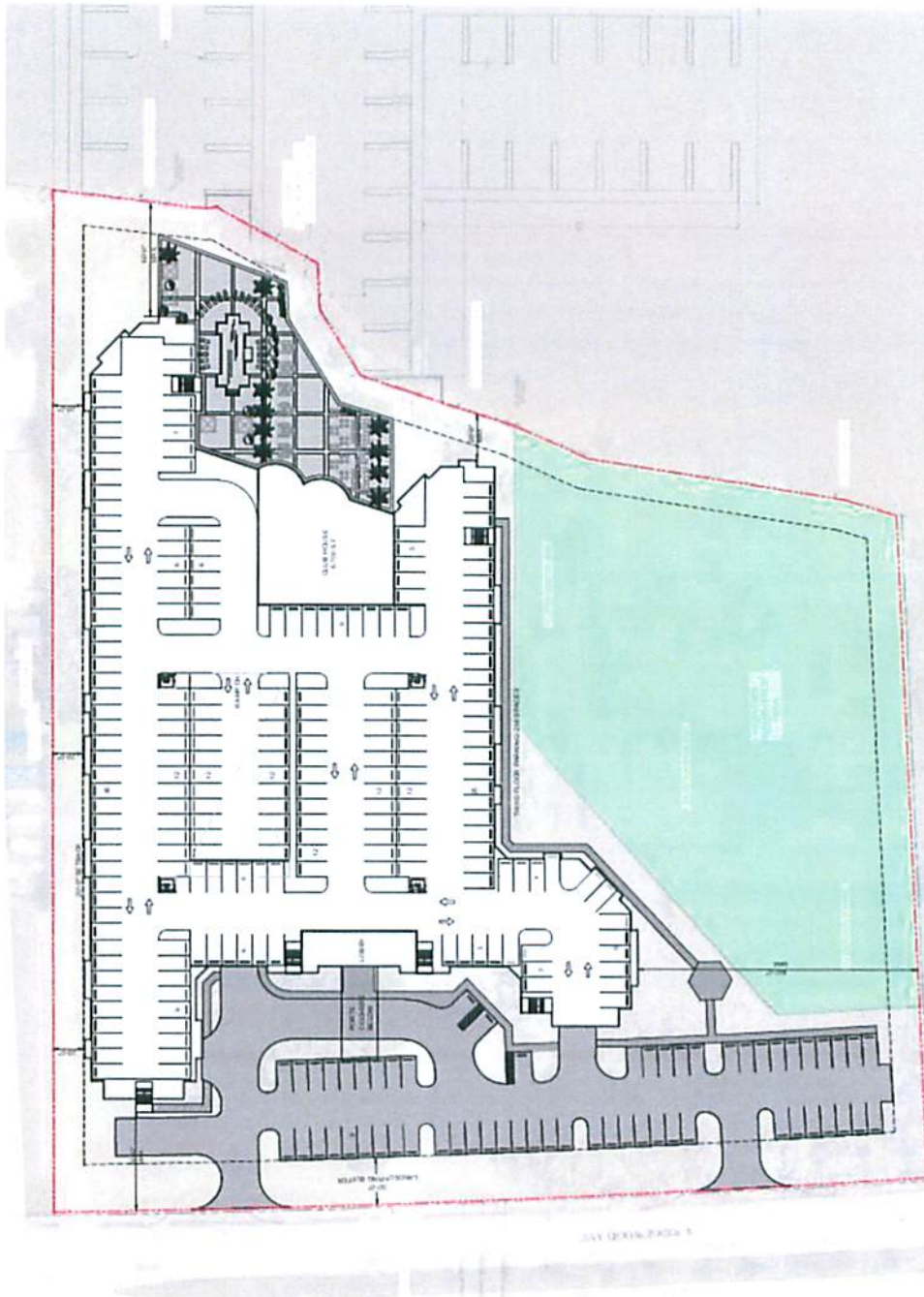


Davenport
Consulting Group
112 Orange Ave., Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: dp@dvgroup.com

CONCEPTUAL SECOND FLOOR PARKING PLAN

HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL THIRD FLOOR PARKING PLAN



HALIFAX RIVERFRONT APARTMENTS

CONCEPTUAL THIRD FLOOR PARKING PLAN

Davenport
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112 Orange Ave., Suite 204 Daytona Beach, FL 32114
Phone: (407) 325-0532
Email: Davenport@davenportconsultinggroup.com

LEGAL DESCRIPTION

[illegible]