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October 11, 2017

VIA HAND DELIVERY

Mr. Dennis Mrozek
Planning Manager
City of Daytona Beach
301 S. Ridgewood Avenue, Room 240
Daytona Beach, FL 32114

Re: PD-RD Victory Tattoo - Rezoning/Planned Development-Redevelopment
DEV2017-055

Dear Dennis:

As you know, it is the Firm's pleasure to represent Victory Tattoo, LLC (the "Applicant") with respect to redevelopment and rezoning to Redevelopment - Planned Development (RD-PD) for the property generally located 514 Main Street which is the subject of DEV2017-055 (the "Property"). The Applicant intends to develop the Property with a new commercial use; a tattoo establishment and museum. The redevelopment will help to revitalize Main Street and will introduce new business whose doors will be open year-round. The Daytona Beach Land Development Code (LDC) requires Planned Development rezoning applicants to provide a letter detailing any and all code waivers needed to construct their project, as well as the public benefits of the project which are proposed to compensate for the needed waivers.

We recognize the importance of the standards contained in the City's LDC and have made every commercial reasonable effort to bring forward a project consistent with the LDC. However, in this case, the project requires a single minor Code waiver which is balanced against significant public benefits.

Additional Waiver In addition to the waivers set forth in the Waivers & Benefits letter submitted with the Planned Development – Redevelopment Agreement, we have identified the need for an additional waiver from the following LDC requirement:

Mr. Dennis Mrozek
October 11, 2017
Page 2

The City of Daytona Beach does not traditionally allow painted wooden wall signs in the Redevelopment Areas, as referenced in the Redevelopment Design Standards. The Applicant is requesting that the installation of a wooden wall sign, painted with gold letters be permitted. This sign will enhance the aesthetic appeal of the building and complement the character and interior design of the establishment.

Sincerely,



Rachel I. Pringle

Direct Dial (386) 323-9263
Email rachel.pringle@CobbCole.com
Fax (386) 258-5068

cc: Victory Tattoo, LLC




The CITY OF DAYTONA BEACH

“THE WORLD’S MOST FAMOUS BEACH”

MEMORANDUM

DATE: October 11, 2017

TO: James V. Chisholm, City Manager

FROM: Reed Berger, Redevelopment Director 

SUBJECT: Update - Victory Tattoo - Rezoning, Planned Development-Redevelopment (DEV2017-055)

The attached PD agreement for Victory Tattoo located at 514 Main Street was revised to include the following provision that is intended to address a question about hours and days of operation that was raised at the City Commission’s October 4, 2017 meeting.

The Property shall be open and operating for a minimum of 336 days per year, 6 hours per day. Owner may seek a minor modification to this provision in the event of demonstrable hardship.

The language was added below the permitted uses list in paragraph 5 of the PD agreement.

In addition to the revision to the PD agreement the Waiver & Benefits letter was revised to include the additional waiver of Redevelopment Design Standards to permit the installation of the painted wood wall sign over the entrance as shown in Exhibit C of the PD agreement. The additional waiver reads as follows:

The City of Daytona Beach does not traditionally allow painted wooden wall signs in the Redevelopment Areas, as referenced in the Redevelopment Design Standards. The Applicant is requesting that the installation of a wooden wall sign, painted with gold letters be permitted. This sign will enhance the aesthetic appeal of the building and complement the character and interior design of the establishment.

Document prepared by:
Rachel Pringle, Esq.
149 South Ridgewood Ave., Suite 700
Daytona Beach, 32114

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

VICTORY TATTOO PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and MAIN SUITE, LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 0.03 +/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey.

Exhibit B: Site Plan, rev. date 7/31, prepared by Robert Ellis,

Exhibit C: Sign Plan, prepared by Robert Ellis.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Victory Tattoo**".

B. The Property will be developed as a Planned Development – Redevelopment (PD-RD) pursuant to the City's Land Development Code (LDC). Development shall be

controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (Site Plan). Exhibit B depicts the layout of the existing building on the property.

D. ADDITIONAL LOT DEVELOPMENT CRITERIA¹. The following lot development criteria shall apply to the Property:

- (1) Maximum building height of 35 feet;
- (2) Maximum individual building size of n/a sq. ft.
- (3) Setbacks: side n/a ft.; front n/a ft.; rear n/a ft.
- (4) n/a % Maximum building coverage;
- (5) 0% Minimum open space;
- (6) n/a% Maximum impervious surface area;
- (7) Maximum Floor area ratio ("FAR") 4.0
- (8) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
- (9) Dry retention pond(s) shall count toward open space requirements; and

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

¹ There is an existing building on the Property that is consistent with Exhibit B attached hereto.

Antique store
Art gallery
Bank or financial institution without drive-through service
Book or media shop
Business service center
Business services offices
Cigar lounge
Convenience store
Drug store or pharmacy without drive-through service
Dry cleaning or laundry drop-off establishment
Florist shop
Gift shop or stationery store
Hotel or motel
Jewelry store
Live/work unit
Multifamily dwelling
Museum
Other accommodations
Other office facility
Other retail sales establishment
Parcel services
Personal services establishment
Professional services offices
Restaurant without drive-in or drive-through service
Specialty eating or drinking establishment
Tattoo Establishment
Travel agency
Upper story dwelling (above nonresidential use)

The Property shall be open and operating for a minimum of 336 days per year, 6 hours per day. Owner may seek a minor modification to this provision in the event of demonstrable hardship.

6. INFRASTRUCTURE.

A. An off-site stormwater retention/detention facility exist to serve the Property. The stormwater retention/detention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Parking. Parking shall be available through public facilities available along Main Street and in adjacent public parking lots.

7. ARCHITECTURAL AND DESIGN STANDARDS.

A. The Property is currently developed with a single structure that is consistent with Exhibit B.

B. Any buildings and accessory structures constructed in the future shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

C. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(6) No outside display or storage shall be permitted.

(7) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(8) The physical appearance of all parking lot lighting fixtures shall be consistent.

8. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

9. SIGNAGE.

Signage shall be consistent with Exhibit C attached and as specified herein:

- (1) One Wall sign with a maximum area of 25 square feet.
- (2) Two Window signs with a maximum window coverage of 40%.

10. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority. The project contemplated consists of an existing building.

11. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

(2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:

- a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
- b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

- c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
- d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
- e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

- a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
- b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
- c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
- d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

12. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

13. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

14. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

15. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

16. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

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

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

Witness 1

By: _____

Derrick L. Henry, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____

Letitia LaMagna, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ and _____, Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

MAIN SUITE, LLC, a Florida limited liability company

[Signature]
Witness 1
Jessica Eavago
Print Name of Witness 1

By: [Signature]
Name: Larry Coltelli
Title: Managing Member

[Signature]
Witness 2
Stephanie Hassinger
Print Name of Witness 2

Date: 10/10/17

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017, by Larry Coltelli as a managing member of Main Suite, LLC, referred to in this agreement as "Owner." He or she is personally known to me or produced as identification and did not take an oath.

[Signature]
Notary Public
Commission No. _____

STATE OF Florida
COUNTY OF Volusia



Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A

EXHIBIT A

Legal Description of the Property

THE WEST 17.9 FEET OF THE EAST 36 ½ FEET OF THE NORTH 65 FEET OF LOT 1, BLOCK 17, ROGERS SEABREEZE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OR BOOK 3777, PAGE 1183, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY

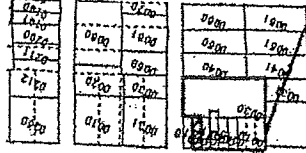
SWERDLOFF & LONG

SHREVEBURNING

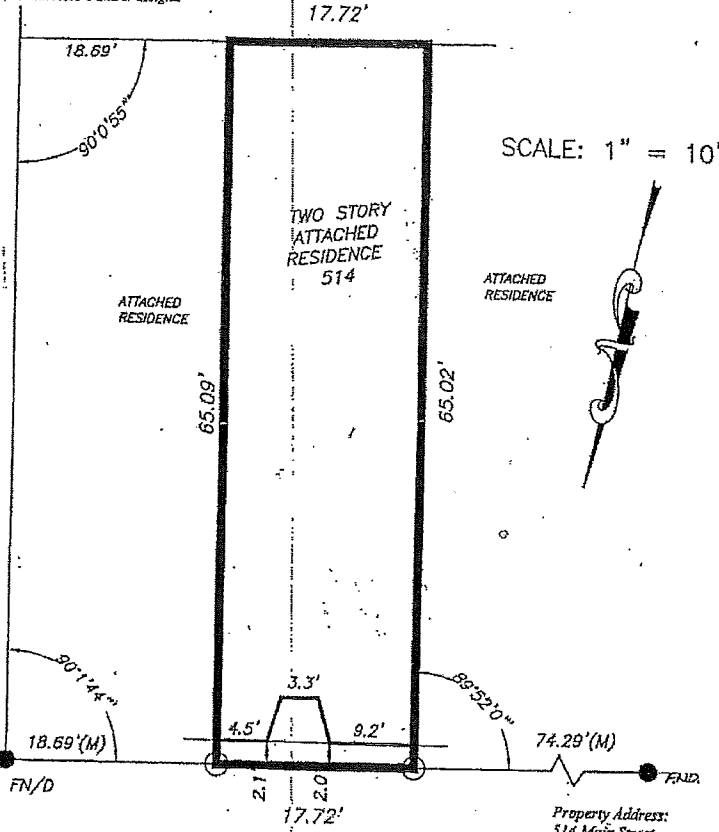
The West 17.9 feet of the East 36 1/2 feet of the North 65 feet of Lot 1, Block 17, ROGERS SEABREEZE, according to the plat thereof, as recorded in OR Book 3777, Page 1183, Public Records of Volusia County, Florida.

Community number: 125099 Parcel: 0357
 Suffix: G F.I.R.M. Date: 4/13/2002 Flood Zones: X
 Date of field work: 3/26/2003 Completion Date: 3/31/2003

Certified to:
 Gale Properties, Inc.; Adams Cameron Title; First American Title Insurance Company; Coquina Bank, its successors and/or assigns.



J.S. NYTW



LEGEND

W.F.	Wind Fence	CATV	Cable Rider
W.F.	Wire Fence	W.M.	Water Meter
PN	Found Nail	TEL	Telephone Facility
PC	Property Corner	COV	Covered Area
R	Record	R.R.	Roofing Reference
M	Field Measured	CH	Chord
CL	Clear	RAD	Radial
CL	Clear	NR	Non Radial
ENCR	Encroachment	AC	Air Conditioner
Q	Corner	B.M.	Benchmark
CON	Concrete	C	Culminated
PL	Property Line	CBW	Block Wall
CM	Concrete Monument	S	Central Angle/Data
FLR	Found Iron Rod	D.B.	Drill Bore
FLE	Found Iron Pipe	D.	Description of Ditch
R/W	Right of Way	D.H.	Ditch Hole
N&D	Nail & Disk	D.W.	Drive Way
D.E.	Drainage Easement	E	Easement
U.B.	Utility Burial	EL	Elevation
FD	Fence	EP	Engraved Plate
F	Fence	F.C.M.	Found Concrete Monument
ASPH	Asphalt	F.P.K.	Found Pole/Section Nail
O.S.U.	Overhead Utility	L	Length
EB	Entry Easement	L.A.E.	Limited Access Easement
TX	Transformer		

GENERAL NOTES

- Legal description provided by owner.
- The book shown below may not be checked out above the plat.
- Undersigned portions of plat, (indications of other instruments) were not located.
- W.M. set on the face of the wall.
- Only visible encroachments located.
- No boundary lines found on property corners unless noted.
- Distances shown are not intended unless otherwise noted.
- Encroachments shown are based upon H&M.D. 1928 unless otherwise noted.
- As shown data are within the 1/4" tolerance, unless otherwise noted.
- This is an AS-BUILT SURVEY unless otherwise noted.
- This plat should be read with a proper survey instrument set.
- Found iron objects are specified as to location only; they are not shown from the best source available in the survey; this information should not be relied upon for load bearing purposes, and any differences between locations provided by others.
11. L.S. 1111
- I hereby certify that this survey is a true and correct representation of a survey prepared under my direction.

Surveyor: *J.S. NYTW*
 Swerdloff & Long Surveying, Inc.
 265 Waymont Court, Suite 100, Lake Mary, FL 32746
 Phone 407.682.7631 Fax 407.681.7691

EXHIBIT B

Site Plan

width 231"

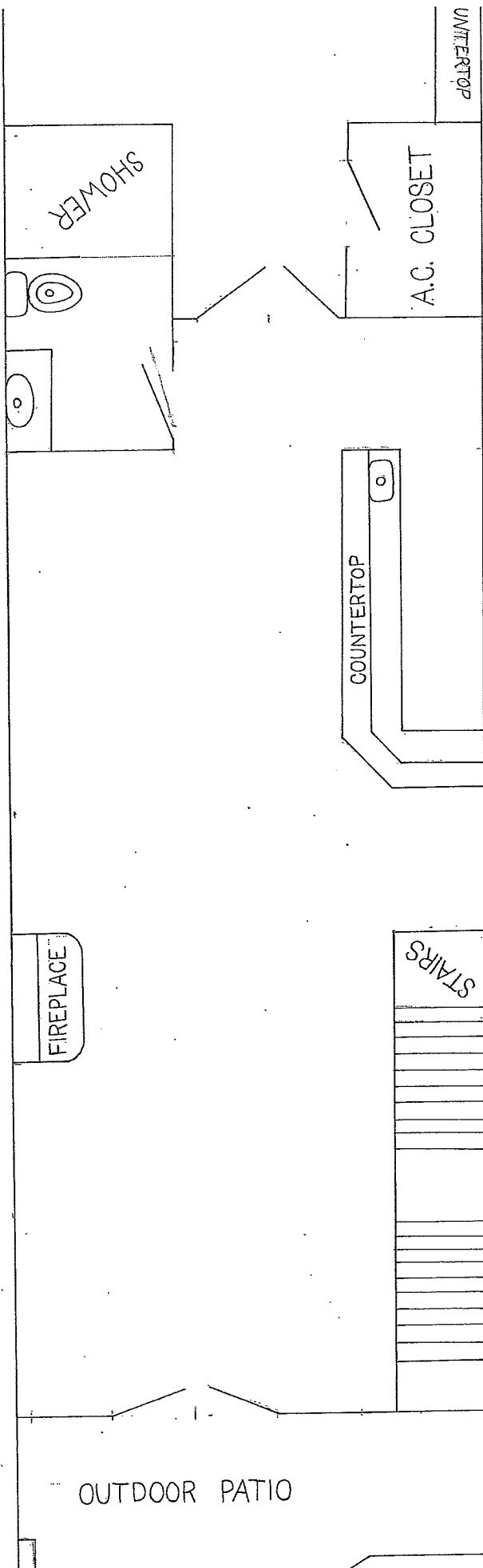
height 610"



514

66

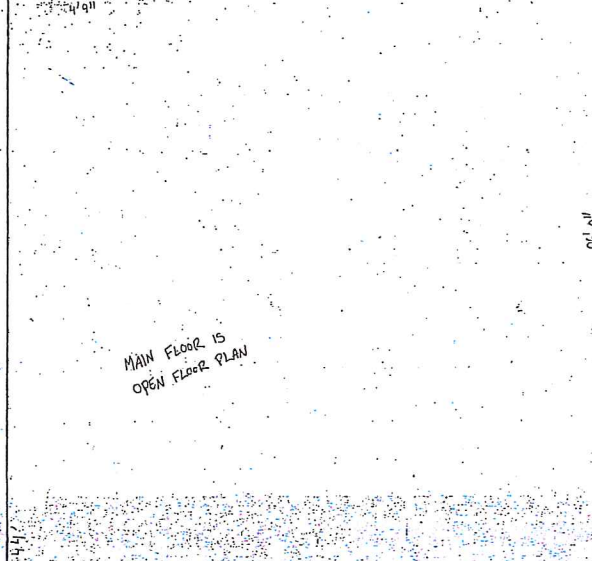
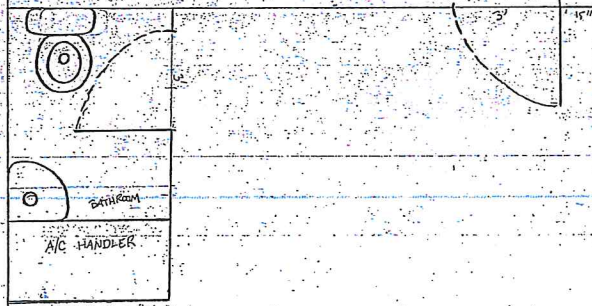
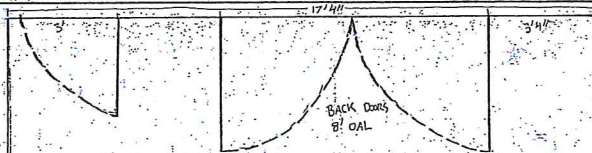
VICTORY TATTOO / 514 MAIN ST.
 SCALE: 1/2" = 1'-0"
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



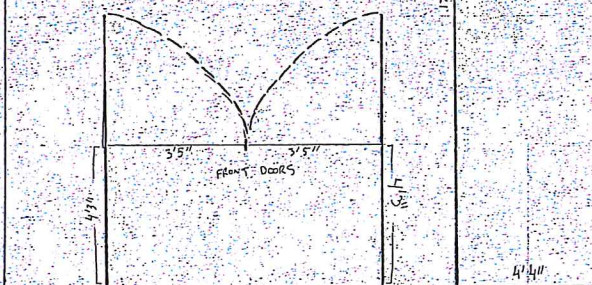
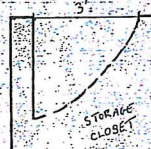
2ND STORY

514 MAIN ST.

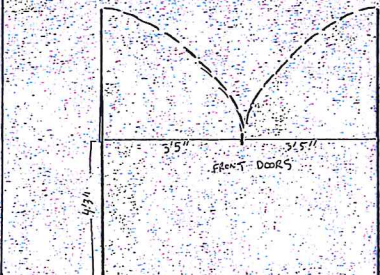
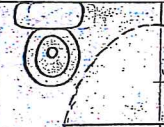
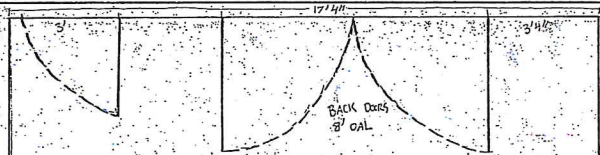
DATE	5/17/19	BY	ASB
REVISION	7/31	BY	ASB
DESCRIPTION	ASB		



MAIN FLOOR IS
OPEN FLOOR PLAN



VICTORY TATTOO / 511 MAIN ST.	
DATE: 2/20	PROJECT: 100
SCALE: 1/8" = 1'-0"	DESIGNER: [Signature]
DATE: 2/20	PROJECT: 100
SCALE: 1/8" = 1'-0"	DESIGNER: [Signature]



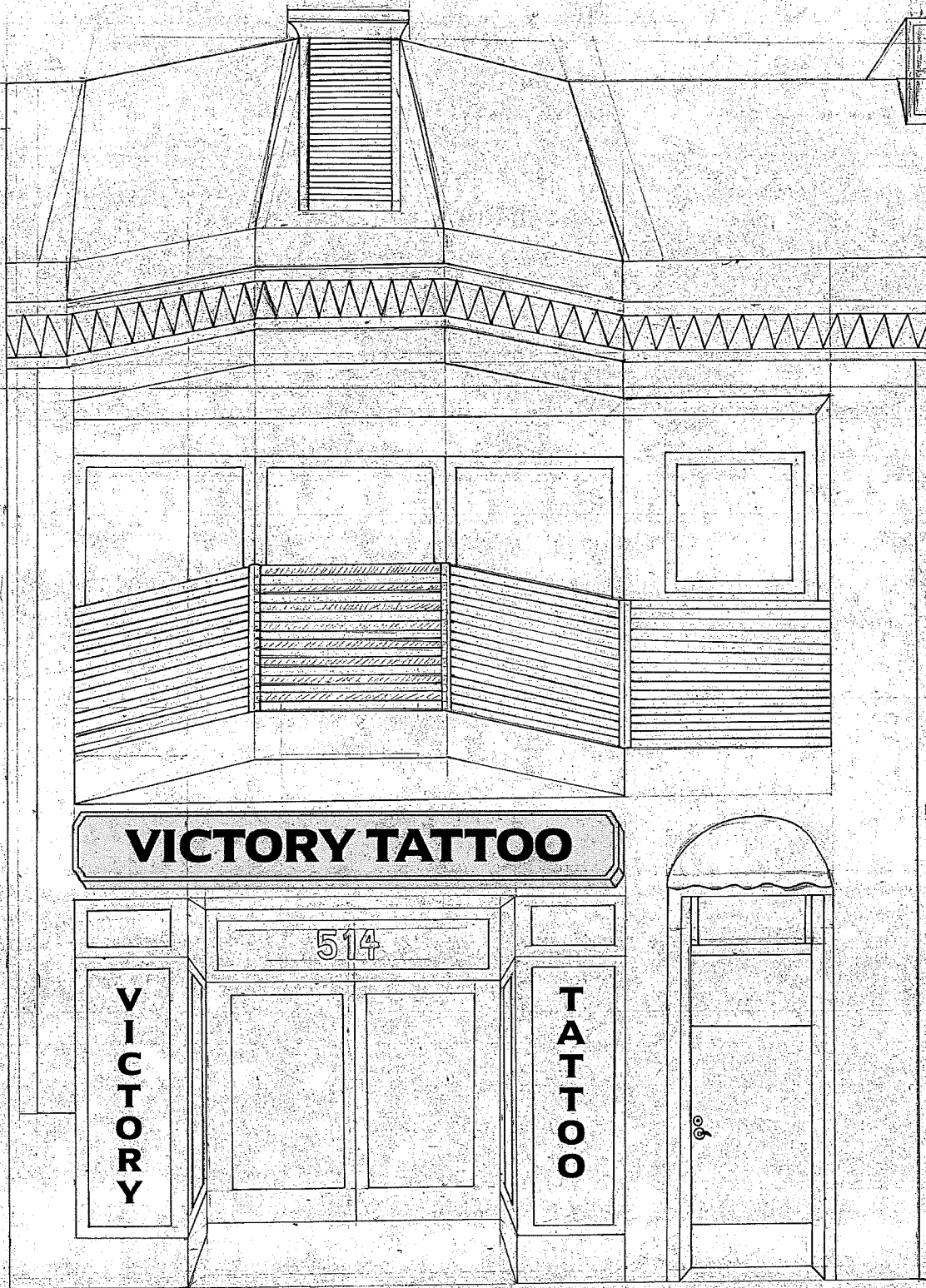
VICTORY TATTOO / 511 MAIN ST	
DATE: 1/20	PROJECT: 100
SCALE: 1/8" = 1'-0"	DESIGNER: [Signature]
PROJECT NO: 100	DATE: 1/20

EXHIBIT C

Sign Plan

WIDTH 231"

HEIGHT 502"



One proposed 1.875'x13' wall sign constructed of pressure-treated lumber that has been painted black, gilded, and sealed. Total area of wall sign 24.375'

One window sign of 9"x64" constructed of 24k gold on each 21"x69" double-paned-insulated glass window facing the street to either side of doors. Total sign area of 576" each. Total window area 1449" each.

VICTORY TATTOO / 514 MAIN ST.

DATE: 12/12

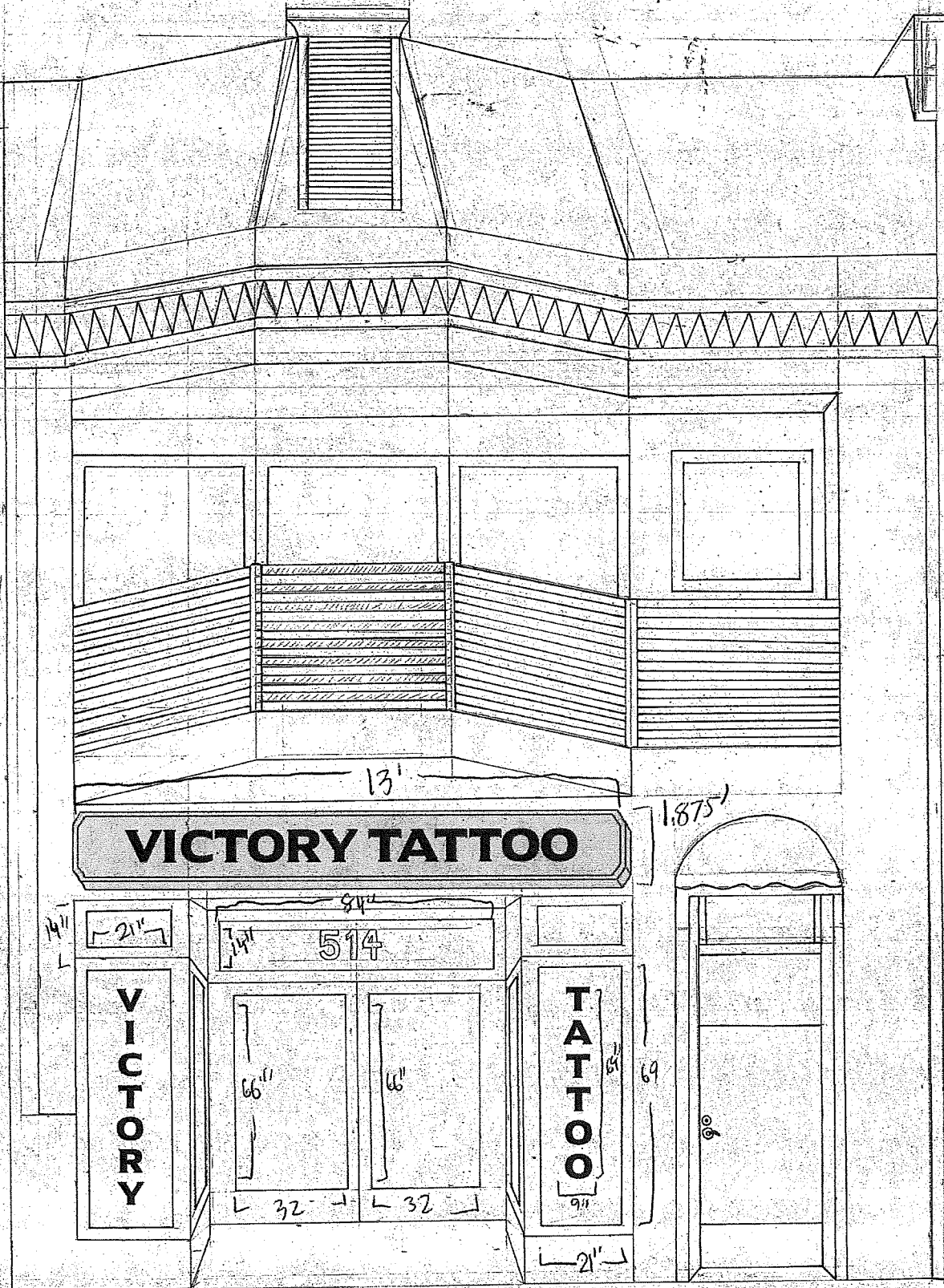
SCALE: 1/8" = 1'-0"

PROJECT: VICTORY TATTOO

ARCHITECT: [Signature]

DATE: 12/12

HEIGHT 40'



VICTORY TATTOO/514
 SCALE: 1/8" = 1'-0"
 DATE: 10/10/00