



CITY OF PORT ORANGE CITY COUNCIL AND THE
COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
MARCH 7, 2023

A. OPENING

1. Roll Call
2. Nomination of Chair
3. Nomination of Vice Chair

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. DISCUSSION/ACTION

4. Approval of First Amendment to the Contract for Sale of Riverwalk Property to Bristol Development Group

D. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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



**PORT ORANGE CITY COUNCIL
AND
COMMUNITY REDEVELOPMENT AGENCY FOR PORT
ORANGE TOWN CENTER**

AGENCY MEETING DATE: 3/7/2023

SUBJECT: (C4) Approval of First Amendment to the Contract for Sale of Riverwalk Property to Bristol Development Group

DEPARTMENT: Community Development

RECOMMENDED MOTION: Council motion: Move to approve the attached first amendment to the contract for the sale of 3 Riverwalk properties to Bristol Development Group LLC, authorizing the Mayor and City Clerk to execute all documents necessary to complete the conveyance of said property and authorizing the City Manager to execute all necessary documents that may be required for inspections and applications in furtherance of the sale of said properties.

CRA motion: Move to approve the attached first amendment to the contract for the sale of 3 Riverwalk properties to Bristol Development Group LLC, authorizing the Chairman to execute all documents necessary to complete the conveyance of said property and authorizing the City Manager to execute all necessary documents that may be required for inspections and applications in furtherance of the sale of said properties.

SUMMARY: At their March 22, 2022, meeting, the City Council and the Town Center CRA approved the Contract for Sale and Purchase of three separate parcels in the Riverwalk area from the City (and Town Center CRA) to Bristol Development Group ("Bristol"). The three parcels are described as follows: Parcel A - Southern Riverwalk 10 acres; Parcel B - Dave's Pest Control; and Parcel C - Arthaus. According to the approved Contract for Sale and Purchase, Bristol had until March 2023 to obtain city approval for their site plan and close on the property in May 2022. The First Amendment to the Contract for Sale and Purchase extends the time period for Bristol to obtain approval of a site plan from the City and the closing date, one (1) year from the dates in the original Contract for Sale and Purchase.

Over the last year, Bristol has made considerable progress in key areas, including site assessments (surveys, environmental studies, soil borings, etc.), additional property acquisition, and refinement of the concept plan and construction estimates. Bristol has negotiated contracts to acquire four of six outparcel properties adjacent to Parcel A and is in continuing negotiations for the remaining two outparcel properties adjacent to Parcel A (Exhibit A - Outparcel Acquisition Graphic). The acquisition of land adjacent to Parcel A has allowed Bristol to improve the layout of their project from their initial December 2021 layout (Exhibit B - December 2021 Development Layout). Bristol's current layout (Exhibit C - December 2022 Development Layout) now includes more commercial space, a festival street, a new seawall, additional public parking, and a waterfront park (performance pavilion, trails, swings/benches, etc.) in addition to the

multi-family building with a parking garage. The addition of the four outparcels adjacent to Parcel A has allowed Bristol to continue to develop a project that furthers the goals, policies, and objectives of the City and CRA. According to Bristol, the acquisition of the parcels adjacent to Parcel A was key in developing the site as a transformative mixed-use destination along the Halifax River.

In addition to contracting to acquire the four (4) outparcel properties adjacent to Parcel A over the last year, Bristol has completed or begun several tasks, studies, and discussions/negotiations necessary to developing a transformative mixed-use destination along the Halifax River.

Additional Property Acquisition

1. Entered negotiations with the owners of all 6 outparcels. As of February 2023, contracts for 4 of the outparcels have been obtained, and are in negotiations for the other two
2. Continue to work with the developer of the Catfish Commons project (located on the southeast corner of Ridgewood Avenue/Dunlawton Avenue) and Dunkin' Donuts on the relocation of Dunkin' Donuts so the Dunkin' Donuts site can be purchased and incorporated into the overall project

Site and Market Area Assessments or Studies

3. Completed Phase One Environmental Site Assessment
4. Completed soil boring test
5. Completed Boundary and Topographic Survey
6. Completed market evaluations for residential and retail demand
7. Prepared estimate on the amount of fill needed to raise the site for buildings to comply with the required finished floor elevation
8. Evaluated the health of all trees and completed a Tree Survey
9. Completed parking demand study to ensure sufficient parking is provided
10. Completed assessment of the existing seawall and preliminary design of a new seawall is underway
11. Met with staff from the Florida Department of Transportation (FDOT) about project access and the permitting process. Currently preparing the required materials to submit to FDOT
12. Met with staff from St. Johns River Water Management District (SJRWMD) on their permitting process and requirements. Currently preparing the required materials to submit to SJRWMD

Refinement of the Concept Plan and Construction Estimates

13. Selected and negotiated contracts with consultants needed to prepare development plans for the project (Engineering, Surveyor, Environmental & Geotechnical, Architects, Landscape Architects, Retail Leasing, Land Acquisition Broker, Building Contractors, Attorney, Parking Consultant, Arborist, etc.)
14. Entered and are still in discussions with a Hotel Developer to develop a hotel within the project
15. Held a 2-day on-site workshop with consultants, members of the City Council, and City staff

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16. Ongoing progress on preparing the Economic Incentive Agreement
 17. Held meetings with City Council members to provide an update on the status of the project in December 2022
 18. Held discussions with Volusia County staff and County Council members about incentives from Volusia County
 19. Reconfigured and redesigned the project to incorporate the four (4) outparcel properties and the new layout added more commercial square footage, incorporated existing trees into the design, and a +/-1.4 -acre waterfront park
 20. Completed a conceptual construction budget for site work and buildings in June 2022 and finalized an updated conceptual construction budget in February 2023
 21. Ongoing progress on preparing a Master Development Agreement
 22. Ongoing progress on preparing a site plan
 23. Held meetings with potential commercial tenants with Bristol's Retail and Lease Consultant
 24. Met and had discussions with Florida Power and Light (FPL) about the removal of all overhead power lines in the project area and using underground electric for the entire project
 25. Prepared renderings to illustrate the public waterfront park, mixed-use space, and festival street within the project
 26. Completed approximately 50% of schematic design for the apartment building and garage, to be followed by design development and construction drawings with a completion target of October 2023
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ATTACHMENTS:

1.	Exhibit A - Outparcel Acquisition Graphic	Exhibit A - Outparcel Acquisition Graphic.pdf
2.	Exhibit B - December 2021 Development Layout	Exhibit B - December 2021 Project Layout.pdf
3.	Exhibit C - December 2022 Development Layout	Exhibit C - December 2022 Development Layout.pdf
4.	Exhibit D - Project Activity 2022 to 2023	Exhibit D - Project Activity March 2022 to February 2023.docx

Tracee Cody	Created/Initiated - 2/20/2023
Tim Burman	Approved - 2/21/2023
Matthew Jones	New -
Wayne Clark	
Tracee Cody	

**First Amendment to Contract for Sale and Purchase
of Real Property**

THIS FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY is made and entered into this ____ day of March, 2023, between the **City of Port Orange, Florida**, a municipal corporation (the “City”), and **Port Orange Town Center Community Redevelopment Agency** (the “CRA”), both with a mailing address of c/o City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144 (collectively the “Seller”) and **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067 as successor to Bristol Development Group, LLC (the “Purchaser”).

WITNESSETH

WHEREAS, the Seller and Purchaser entered into a Contract for Sale and Purchase of Real Property currently owned by Seller dated March 22, 2022 (the “Contract”); and

WHEREAS, the Purchaser has completed its due diligence as required by the Contract with respect to all lands owned by Seller; and

WHEREAS, the Purchaser has successfully negotiated four of six and continues in negotiations for two of six third party contracts to acquire additional land surrounding the Seller’s property that will enhance the overall development of a transformative mixed-use project in the City of Port Orange that is consistent with Purchaser’s Intended Use (as defined in the Contract) and furthers the goals, policies and objectives of the City and CRA; and

WHEREAS, the time required for Purchaser to secure third party contracts to acquire additional land has resulted in a delay in the design of the overall redevelopment project and associated Governmental Approvals (as defined in the Contract); and

WHEREAS, the Seller and Purchaser have agreed to amend the Contract to provide for additional time for Purchaser to complete negotiations for obtain all Governmental Approvals and to close on the Property under the terms of the original Contract;

NOW THEREFORE, in consideration of the mutual promises hereafter set forth herein, Seller and Purchaser hereby agree to the following amendments to the original Contract:

1. Paragraph 5 of the Contract is hereby amended as set forth below:

5. Government Approvals.

(a) Purchaser shall have until December 31, 2023 (hereinafter the “Government Approval Period”), to prepare a final site plan and obtain all governmental approvals from the City and other governmental agencies necessary to obtain a development order for the development of the Property for its Intended Use described in Section 15 hereinbelow. Government Approvals shall not include permits and other approvals

required for marina or dock related improvements, except as may be required to permit bulkhead or seawall improvements that are necessary to support the upland portions of the Intended Use.

- (b) Government Approvals required prior to closing shall include the following (collectively "Government Approvals"):
- i. Approval of zoning amendments covering the Property, if any;
 - ii. Approval of a Master Development Agreement and Conceptual Development Plan, as defined by Chapter 17, Section 30 of the City's Land Development Code for Planned Community - Port Orange Riverwalk (PC-R) District rezoning, relating to Purchaser's development of the Property for the intended use as described in Section 15, hereinbelow, which Master Development Agreement and Conceptual Development Plan shall be subject to approval by City Council and the Port Orange Town Center Community Redevelopment Agency, executed and recorded prior to the Closing Date.
 - iii. Approval of a site plan and potential subdivision or replatting for the development of the Property in accordance with the City of Port Orange Land Development Code, as evidenced by the issuance of a Development Order (as defined by the City's Land Development Code);
 - iv. Approval of the site plan and potential subdivision or replatting by City Council which shall be discretionary in nature rather than approval as a regulatory body. Notwithstanding the foregoing, subdivision approval necessary to implement an approved site plan shall not be discretionary, but shall be based on compliance with the City's regulatory standards otherwise required for subdivision of property. Subsequent to City Council approval of the site plan, any changes to the site plan will not require additional City Council approval. However, in addition to the applicable staff review and approval generally required site plan modification pursuant to the Land Development Code, changes that require a site plan modification shall also require City Manager approval which shall be discretionary in nature rather than a regulatory approval. Within the sole discretion of the City Manager, if he determines that the proposed site plan modification substantially and materially modifies the site plan approved by City Council, he may bring said modification to City Council for approval;
 - v. Approval of the Economic Development Incentive Agreement with City of Port Orange and Volusia County which shall contain the terms and conditions concerning economic incentives including Tax Increment Rebates and Chapter 20 Incentives, and approval of an Economic Development Incentive Agreement with Volusia County.
 - vi. All required permits and approvals from ancillary

governmental agencies necessary to obtain a development order for development of the Property with the Intended Use or related, off-site infrastructure improvements, other than building permits and permits or approvals for marina or dock related improvements, except as may be required to permit bulkhead or seawall improvements that are necessary to support the upland portions of the Intended Use.

The Master Development Agreement will contain such terms as are necessary for the orderly development of the Property and, in any event, shall address the matters described in Section 15, herein. Purchaser acknowledges and agrees that they shall actively and diligently pursue the Government Approvals referenced herein, recognizing that time is of the essence in closing this transaction. In the event that Government Approvals are not obtained by the end of the Government Approval Period and said time period is not otherwise extended as provided herein or by mutual agreement of the Seller and Purchaser, then this Agreement shall automatically terminate, and the Deposit shall be refunded to Purchaser and neither party shall have any further obligations under this Contract, except with respect to those matters which expressly survive termination.

- (c) Purchaser shall direct the process of obtaining the Government Approvals and Seller agrees to cooperate with Purchaser in all applications for Government Approvals and other permits or approvals that may be necessary. Seller, to the best of its ability, will make available any documentation related to the Property that may be requested by Purchaser. In the event Purchaser has obtained approval of a Master Development Agreement and Economic Development Incentive Agreements with the City and County of Volusia and the remaining Government Approvals necessary for Purchaser's Intended Use are not obtained within the Government Approval Period despite Purchaser's diligent pursuit of such approvals during that period, Purchaser may extend the Government Approval Period by no more than two (2) periods of up to forty-five (45) days each. In order to extend the Government Approval Period, Purchaser shall provide Seller with written notice of its intent to exercise such extension, together with supporting materials regarding its diligent effort to obtain the Government Approvals prior to the expiration of the Government Approval Period.
- (d) Except as otherwise agreed, Purchaser shall be responsible for all costs associated with obtaining the required Government Approvals.
- (e) Final issuance of Government Approvals shall be deemed to occur only when all of the Government Approvals, both regulatory and discretionary, contained in Section 6(a), hereinabove, have been issued or granted by the City's council, commissions, boards, staff and all other applicable government agencies.

2. Paragraph 12 of the Contract is hereby amended as set forth below:

12. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in section 2(b) on or before March 31, 2024, provided that Purchaser shall be entitled to two (2) options to extend Closing by up to thirty (30) days each time, if Purchaser's commencement of construction will be delayed as a result of a documented shortage of necessary labor, construction materials or other supply chain related limitations outside of Purchaser's control and such shortage or limitation would prevent the Purchaser from commencing construction. The Purchaser's exercise of the Closing extensions provided herein shall be contingent on Purchaser providing Seller with supporting materials that demonstrate that Purchaser continues to use diligent effort to satisfy conditions (a) and (b), above. Unless the final deadline for Closing is otherwise extended by mutual written agreement of the parties, Closing shall occur no later than May 30, 2024. At the closing, Seller shall provide Purchaser with the deed to the premises and other documents in accordance with Title Standard J. Following closing, Purchaser shall have the right to exclusive possession of the Property.

3. Except as specifically amended herein, all terms and conditions set forth in the Contract shall otherwise remain in full force and effect. In the event of a conflict between the Contract and this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, Seller and Purchaser hereby execute this First Amendment as of the respective dates shown below.

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WITNESSES:

FIRST AMENDMENT TO CONTRACT FOR
SALE AND PURCHASE OF REAL PROPERTY

PURCHASER:

BRISTOL PORT ORANGE PARTNERS, LLC

First Witness Signature Above, Printed Name Below:

By: _____

Date: _____, 2023

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was and acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2023, by _____, _____, _____, the Purchaser named in the foregoing Contract, who (*Notary, please check as applicable*): took an oath or did not take an oath; and who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above, Printed Name Below:

By: _____
Donald O. Burnette, Mayor

Second Witness Signature Above, Printed Name Below:

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Witnesses as to Both

Date: _____, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER,

First Witness Signature Above, Printed Name Below:

By: _____
Stan Schmidt, Chairman

Date: _____, 2023

Second Witness Signature Above, Printed Name Below:

Witnesses

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as chair of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the CRA. He is personally known to me.

Notary Public, State of Florida at Large

HALIFAX DR.

DUNLANTON AVE.

Bob's Bike Shop
VCPA 2022 Value*: \$290,097
Contract Negotiation Timeframe:
Began mid-March 2022; Agreement in principle
reached November 1, 2022 (7 Months)

Dunkin' Donuts
VCPA 2022 Value*: \$222,294
Contract Negotiation Timeframe:
On-going since early-March 2022 (9 Months)

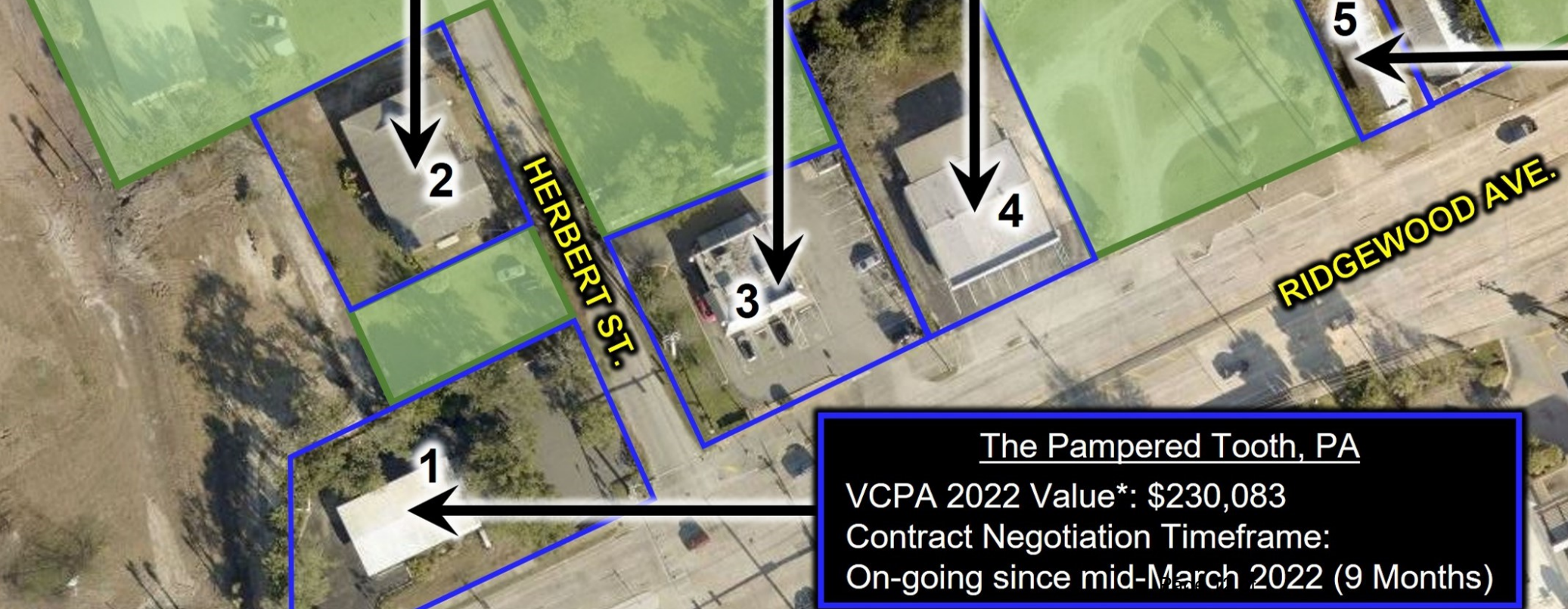
Duplex
VCPA 2022 Value*: \$308,350
Contract Negotiation Timeframe:
Began mid-March 2022; Agreement in principle
reached early-October 2022 (6 Months)

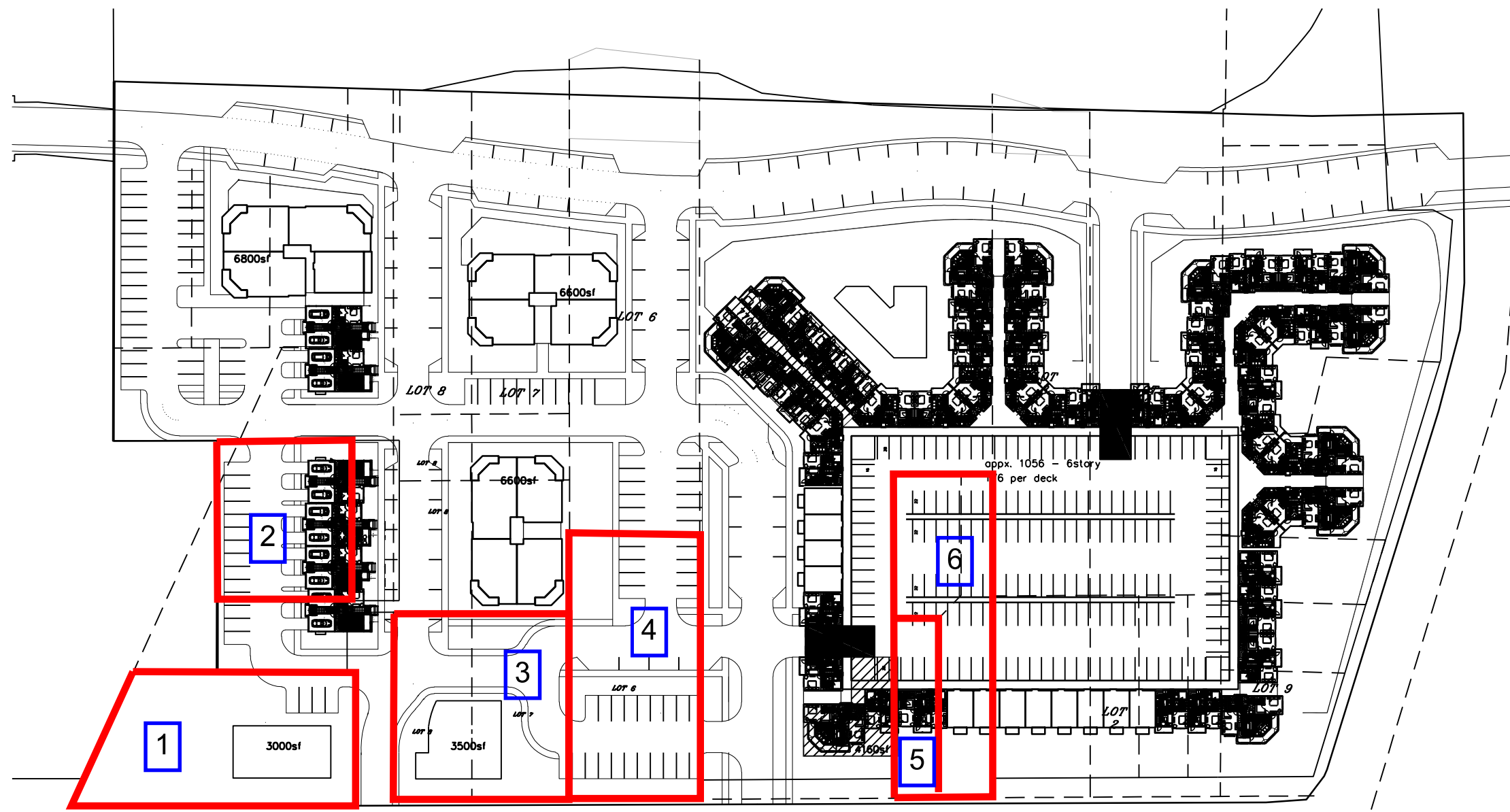
Warehouse
VCPA 2022 Value*: \$118,351
Contract Negotiation Timeframe: 3 Months

Port Orange Mower
VCPA 2022 Value*: \$57,044
Contract Negotiation Timeframe: 3 Months

The Pampered Tooth, PA
VCPA 2022 Value*: \$230,083
Contract Negotiation Timeframe:
On-going since mid-March 2022 (9 Months)

 Bristol Development Group Property Boundary
(City Council approved contract of sale to
Bristol on March 22, 2022)
* Value reflects land and improvement values
based on Market Oriented Costs





**Note: Numbers correspond with the numbers included on City of Port Orange graphic

1"=100'

Conceptual Layout Plan

- LEGEND**
- 1 MULTI-FAMILY
 - 2 MOTOR COURT ENTRY
 - 3 GARAGE
 - 4 RESI + RETAIL
 - 5 RESI + INCUBATOR RETAIL
 - 6 FLEX BUILDING
 - 7 FESTIVAL STREET PARK
 - 8 20' TRAIL
 - 9 EXPLORATION ZONE
 - 10 RE-ALIGNED HALIFAX DR.
 - 11 ENHANCED HERBERT ST.
 - 12 OVERFLOW PARKING LOT

PARKING PROVIDED
 ON STREET 80
 SURFACE LOTS 126



RIVERFRONT PORT ORANGE: MASTER PLAN



RIVERFRONT PORT ORANGE: MASTER PLAN

