



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

COUNCIL CHAMBERS – 6:30 PM – CITY HALL  
NOVEMBER 6, 2024

A. OPENING

1. Roll Call

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. DISCUSSION/ACTION

2. Approval of Minutes - August 21, 2024
3. Approval of the Third Amendment to the Contract for Sale of Riverwalk Property to Bristol Port Orange Partners, LLC
4. First Reading - Ordinance No. 2024-19 - Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)
5. First Reading - Ordinance No. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

D. BOARD COMMENTS

E. 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](mailto: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.



# CITY COUNCIL AND PORT ORANGE TOWN CENTER CRA AGENDA ITEM

AGENCY MEETING DATE: 11/6/2024

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**SUBJECT:** (C3) Approval of the Third Amendment to the Contract for Sale of Riverwalk Property to Bristol Port Orange Partners, LLC

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION: CRA motion:** Move to approve the attached third amendment to the contract for the sale of three (3) Riverwalk properties to Bristol Port Orange Partners, 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.

**Council motion:** Move to approve the attached third amendment to the contract for the sale of three (3) Riverwalk properties to Bristol Port Orange Partners, 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.

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**SUMMARY:** At their December 12, 2023, meeting, the City Council and the Town Center CRA approved the Second Amendment to 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.

**Closing Timeline:**

According to the approved Second Amendment to the Contract for Sale and Purchase, Bristol had until November 14, 2024, to obtain city approval for their site plan and close on the property by September 13, 2025. The requested Third Amendment to the Contract for Sale and Purchase requires Bristol to submit a site plan in accordance with the Land Development Code to the City for review by July 2025 and approval of a schematic site plan by the City Council and to close on the property by December 29, 2025.

According to Bristol, the request to extend the closing date from September 13, 2025, to December 29, 2025, is due to the continued adverse conditions in the market for real estate construction financing, including the reluctance of commercial banks to provide financing due to credit constraints and the effects of higher interest rates on their

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balance sheets, the reluctance of investors to provide equity financing due to a sense of heightened risk in commercial real estate, increased development costs caused by higher interest rates and credit constraints, and continued high construction costs following the pandemic.

Starting in early 2023 and continuing until mid-September 2024, interest rates have been elevated because of increases ordered by the Federal Reserve Board to address inflation, with short-term rates rising much higher than long-term rates, causing interest rates for typical construction financing to more than double from 3% to 4% to 7% to 8.5%. In the development industry, construction financing refers to the funds required to execute and complete a development project, and obtaining appropriate financing is a crucial aspect of any construction project. Interest rates determine the overall cost of borrowing funds and can impact the affordability of a construction project; when interest rates are high, borrowing costs increase, resulting in higher payments and potential challenges in securing a construction loan and having a financially feasible project. However, when interest rates are low, borrowing costs decrease, making construction projects more financially feasible.

According to several national construction market indices, such as the Architecture Billings Index, Construction Spending, U.S. Census New Residential Construction & Sales Indices, Urban Land Institute, etc., developers of large-scale development projects across the country that require construction financing are either "on hold" or are limiting progress to gaining the necessary government approvals, so when interest rates are lower, their projects are ready to start construction. According to Bristol, with the recent announcement of reductions in short term interest rates and the anticipated continued reductions by the Federal Reserve Board, the market for real estate construction financing is expected to become more accessible over the coming months, making the Bristol projects more financially feasible. In addition, the opening of commercial bank construction lending and the reduction in lending rates should encourage investors that provide equity financing for new developments to become more willing to invest in new opportunities.

### **Outparcels:**

The Third Amendment also allows the city to purchase the four parcels (shown as Outparcels 1-4 on Exhibit A) that Bristol has under contract or has purchased, and hold these properties until Bristol closes on the City's property (Parcels A, B, and C as shown on Exhibit A), and then transfer the four parcels back to Bristol after they close on the City's property.

Over the last two and half years, Bristol has made considerable progress in additional property acquisitions. Bristol has negotiated contracts to acquire three of six properties adjacent to Parcel A, purchased one of the six properties adjacent to Parcel C, and is in continuing negotiations for the remaining two properties adjacent to Parcel A (Exhibit A - Outparcel Acquisition Graphic). The contracts for the three parcels Bristol has under contract require Bristol to close on these parcels by February 28, 2025. The acquisition of land adjacent to Parcel A has allowed Bristol to improve the layout of their project from their initial December 2021 proposal. Bristol's current layout (Exhibit B - August 2024 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

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garage. The addition of the four parcels to Parcel C 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 mixed-use destination along the Halifax River.

The current price for the four properties Bristol has under contract is \$3,160,560 (Exhibit A - Outparcel Acquisition Graphic). If Bristol does not close on the City's property (Parcels A, B, and C) by December 29, 2025, the City will retain ownership of the four parcels. The City would then own the full 11 acres along the east side of Ridgewood Avenue, north of Dunlawton Avenue, and Parcel B (1.4 acres) and Parcel C (0.86 acres) as shown on Exhibit A.

The acquisition of the four parcels benefits both the City and Bristol by improving the configuration of the developable land and its redevelopment potential in this area of Riverwalk. The current configuration/shape of City Parcel A is not uniform and limits its development potential, but the addition of the four parcels Bristol has under contract or purchased along with City Parcel A provides a more uniform and developable property that allows for the development of a project that furthers the goals, policies, and objectives of the City and CRA.

According to Bristol, their intent is to close on the City property before December 29, 2025, acquire the four parcels from the City, and begin developing their mixed-use project in 2026.

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**ATTACHMENTS:**

1.	DRAFT Third Amendment to Bristol Purchase and Sale Agreement (1)	DRAFT Third Amendment to Bristol Purchase and Sale Agreement (1).pdf
2.	Exhibit A - Outparcel Acquisition	Exhibit A - Outparcel Acquisition.docx
3.	Exhibit B - Project Layout Plan	Exhibit B.docx

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Amanda Bonin

Created/Initiated - 10/29/2024

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

THIS THIRD AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (the “Third Amendment”) is made and entered into this \_\_\_\_ day of September 2024, 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**, Bristol Development Group, LLC, predecessor-in-interest, assigned all its rights and obligations under the Contract to Bristol Port Orange Partners, LLC, pursuant to Paragraph 18 of the Contract; and

**WHEREAS**, the Seller and Purchaser entered into a First Amendment to Contract for Sale and Purchase of Real Property dated March 7, 2023 (the “First Amendment”), and a Second Amendment to Contract for Sale and Purchase of Real Property dated December 12, 2023 (the “Second Amendment”); and

**WHEREAS**, the Seller and Purchaser have agreed to further amend the Contract to update certain terms and conditions relating to the Governmental Approvals period, update the outside date for closing and to provide for the potential assignment of certain contracts by Purchaser to Seller;

**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 1(d) is hereby added to the Contract, as follows:

- (d) Purchaser has closed on or successfully entered into contracts with several owners of parcels that adjoin the Property for the acquisition of their parcels in order to aggregate them with the Property in support of the planned redevelopment contemplated by this Contract. The additional parcel already closed on is listed on Exhibit "D" (the “Closed Outparcels”) and the additional parcels under contract are listed on Exhibit "E" (the “Contract Outparcels”), together the “Outparcels”. The aggregation of the Outparcels provides a benefit to both Purchaser and Seller by providing an improved opportunity for redevelopment of a key area of the City of Port Orange. Purchaser is currently scheduled to close on the Contract Outparcels by February 28, 2025 (the “Contract Outparcel Closings”).

In order to maintain the assemblage of parcels Purchaser has under contract, the Purchaser and Seller agree that Purchaser shall assign the right to close on the

Contract Outparcels to Seller.. Unless otherwise agreed herein, and subject to Seller's compliance with Section 2-274 of the Code of Ordinances for the City of Port Orange and all other applicable state statutes, Seller agrees to close on the purchase of all of the Contract Outparcels in accordance with the terms of each Contract Outparcel purchase and sale agreement, including payment of all applicable brokers' commissions. Prior to Seller closing on the Contract Outparcels, Purchaser agrees to make any additional earnest money deposits required under the terms of the contracts for the Contract Outparcels prior to the closings for the Contract Outparcels. Purchaser also agrees to pay the closing costs, other than applicable brokers' commissions, associated with closing on the Contract Outparcels. Purchaser may pay the closing costs for each assigned contract directly to the closing agent for each assigned contract for the Contract Outparcels or may coordinate with Seller for the closing costs to be deducted from any deposits, additional deposits or other escrowed funds Purchaser has paid toward each of the Contract Outparcels so long as the deposit, additional deposit or escrowed funds are applicable toward the purchase price for the parcel in question. Seller agrees to reimburse, or cause Purchaser to be reimbursed, at each closing for all earnest money deposits Purchaser has made on the Contract Outparcels that is applicable to the purchase price for the parcel in question prior to such closings, minus the closing costs that Purchaser has agreed to pay in accordance with this paragraph.

In the event Seller closes on the Outparcels in accordance with the assignments contemplated by this paragraph, Seller shall contemporaneously close on the acquisition of the Closed Outparcel from Purchaser. The sale of the Closed Outparcel by Purchaser to Seller shall be based on the acquisition price paid by Purchaser for the Closed Outparcel, together with the brokers commissions paid by Purchaser in connection with Purchaser's acquisition of the Closed Outparcel. Purchaser and Seller shall enter into a separate purchase and sale agreement for the sale of the Closed Outparcel by Purchaser to Seller. Purchaser and Seller will enter into a separate agreement that will provide for the terms and conditions under which Purchaser may acquire the Contract Outparcels and reacquire the Closed Outparcel from Seller.

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

5. Government Approvals.

- (a) Purchaser shall have until July 31, 2025 (hereinafter the "Government Approval Period"), to submit a final site plan application, as required by Chapter 6, Section 5 of the Land Development Code, to the City.
- (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 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 a schematic site plan by City Council, which shall at least include the general location of all proposed buildings, vehicular and pedestrian circulation and architectural renderings that establish the architectural standards for the Project ("Schematic Site Plan"), and shall be discretionary in nature rather than approval as a regulatory body. Subsequent to City Council approval of the Schematic Site Plan, any changes to the Schematic Site Plan shall 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 Schematic Site Plan modification substantially and materially modifies the Schematic Site Plan approved by City Council, he may bring said modification to City Council for approval;
- v. 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 date that is thirty (30) days prior to the date for Closing, 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.

- (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 5(b), hereinabove, have been issued or granted by the City's council, commissions, boards, staff and all other applicable government agencies, and that any applicable time periods for appeal have been extinguished. The parties, by mutual consent, may waive one or more Government Approvals in the event permits or other approvals from governmental agencies other than the City remain outstanding at the time of the expiration of the Governmental Approval Period.

3. 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 December 29, 2025.

Following Closing, Purchaser shall have the right to exclusive possession of the Property.

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

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

**[This Space Left Blank Intentionally]**

WITNESSES:

THIRD 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: \_\_\_\_\_, 2024

\_\_\_\_\_  
*Second Witness Signature Above, Printed Name Below:*

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Contract was and acknowledged before me by means of [ ] physical presence  
or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_ at Large  
*Printed Name, Commission Seal and Term Expiration Date*

WITNESSES:

THIRD AMENDMENT TO 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: \_\_\_\_\_, 2024

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Donald O. Burnette as Mayor and Robin Fenwick as City Clerk, both 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:

THIRD AMENDMENT TO 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: \_\_\_\_\_  
\_\_\_\_\_, 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  
*Printed Name, Commission Seal and Term Expiration Date*

## EXHIBIT "D"

Closed Outparcel:

3925 RIDGEWOOD AVE, PORT ORANGE, FL

PARCEL NO. 6303-11-02-0041

## **EXHIBIT “E”**

### Contract Outparcels:

- 113 HERBERT ST, PORT ORANGE, FL  
Parcel No. 6303-11-03-0050
- 3855 RIDGEWOOD AVE., PORT ORANGE, FL  
Parcel No. 6303-11-02-0060
- 3921 RIDGEWOOD AVE., PORT ORANGE, FL  
Parcel No. 6303-11-02-0042

# (Exhibit A - Parcel Acquisition Graphic)



# EXHIBIT B

## PORT ORANGE RIVERWALK: MASTER PLAN

SEPTEMBER 2024





# CITY COUNCIL AND PORT ORANGE TOWN CENTER CRA AGENDA ITEM

AGENCY MEETING DATE: 11/6/2024

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**SUBJECT:** (C4) First Reading - Ordinance No. 2024-19 - Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION: CRA Motion:** Move to recommend approval of the proposed First Amendment to the Riveryard Master Development Agreement, as set forth in Ordinance No. 2024-19, and authorize the CRA Chair and Agency Clerk to execute all necessary documents.

**City Council Motion:** Move to approve Ordinance No. 2024-19 approving the First Amendment to the Riveryard Master Development Agreement and authorize Mayor and City Clerk to execute all necessary documents.

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**SUMMARY:** Planning Commission Action (9/26/24): Recommended Approval 4-0

In September 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency approved the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Bristol Development Group's (Bristol) mixed-use project located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, along the Halifax River.



Over the last twelve months, Bristol has continued to make progress in critical areas, including preparing design plans (site plan, architectural drawings, and landscape plans), additional property acquisition, discussions with other permit agencies (Florida Department of Transportation (FDOT), St. John's River Water Management District

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(SJRWMD), Department of Environmental Protection (DEP), etc.), preparing Economic Incentive Agreements with the City, refinement of construction estimates, and developing a plan to activate the waterfront with interim uses such as a food truck court, coffee shop, and recreation and entertainment amenities.

According to Bristol, information collected over the last year as they continued to develop their project led to some minor adjustments having to be made to the MDA and CDP. Since these adjustments pertained to text listed in the MDA and/or CDP, an amendment to the MDA and CDP was required to make these minor adjustments.

The proposed amendment to the CDP does **not** change Bristol's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

The following modifications are proposed in the amendment to the Riveryard MDA and CDP

- The CDP has been revised to designate more area for commercial uses and public surface parking and less area for multi-family uses.
- The amendment removes the requirement that 200 public parking spaces are to be provided in a parking garage and 100 public parking spaces are to be provided in a surface lot or on-street. Text has been added to state that the 300 required public parking spaces can be provided in either surface parking lots, on-street, or parking garages. The amendment does not reduce the requirement in the current MDA that 300 public parking spaces are to be provided for commercial uses and waterfront park.
- The amendment revises the multi-family parking requirement from 1.3 to 1.25 spaces per residential unit. According to Bristol, the proposed parking ratio will provide sufficient parking for a multi-family complex based on the traffic typically generated by a multi-family development within a mixed-use project. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, indicates that the average parking ratio for a low/mid-rise apartment over a 24-hour period is between 1.10 and 1.37 spaces per residential unit. The proposed 1.25 parking spaces per residential unit is within the ITE-suggested range. The overall site exceeds the minimum parking by 135 spaces that are not restricted and available to be used by people visiting the multi-family development as well as the commercial uses.
- The amendment updates the list of allowed uses to ensure that the commercial portion of the project is developed with experiential uses by removing banks as a permitted use, allowing for ATM kiosks, and restricting office use to the 2nd floor and above. The amendment also establishes the permitted uses for the former ArtHaus property (3840 Ridgewood Avenue) to include uses allowed in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD), which allows for general retail, office, and restaurant uses.

- The amendment allows for one drive-thru at the former Dave’s Pest Control property (3641 Ridgewood Avenue) and one drive-thru at the former ArtHaus property (3840 Ridgewood Avenue). A drive-thru developed at either property will be required to comply with all development requirements in the LDC related to a drive-thru.
- The amendment clarifies that future development of the former ArtHaus property (3840 Ridgewood Avenue) located on the southwest corner of Herbert Street and Ridgewood Avenue is to be developed according to the dimensional criteria (setbacks, open space, building height, etc.) in the Land Development Code for the Ridgewood Development (RD) district and all site development requirements in the Land Development Code.
- The amendment adds text that states if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted according to MDA shall lapse, except that any vested development rights shall be permitted to remain in place according to the MDA, and associated amendments.

The Staff Report is attached for more information.

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**ATTACHMENTS:**

1.	Ordinance No. 2024-19 with exhibits	Ordinance No. 2024-19 with exhibits .pdf
2.	2nd Amendment to Riveryard MDA	2nd Amendment to Riveryard MDA.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Revised Business Impact Estimate - ORD 2024-19 - PRZA-24-0006	Revised Business Impact Estimate - ORD 2024-19 - PRZA-24-0006.pdf

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Penelope Cruz  
 Tim Burman  
 Shannon Balmer

Created/Initiated - 10/14/2024  
 Approved - 10/25/2024  
 Final Approval - 10/25/2024

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ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERYARD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-11 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF DUNLAWTON AVENUE AND RIDGEWOOD AVENUE, AND INCLUDING PROPERTIES LOCATED AT 3641 RIDGEWOOD AVENUE AND 3840 RIDGEWOOD AVENUE, CLARIFYING PERMITTED USES, REVISING THE LOCATION OF PUBLIC PARKING, REVISING THE MULTI-FAMILY PARKING RATIO, AND UPDATING THE CONCEPTUAL DEVELOPMENT PLAN LAYOUT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Passed and adopted on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Senior Assistant City Attorney

# EXHIBIT "1"

**Document prepared by:**

Jessica Gow, Esq.  
Cobb Cole Law Firm  
149 S. Ridgewood Ave., Ste. 700  
Daytona Beach, FL 32114

**Return recorded document to:**

City of Port Orange Records Clerk  
1000 City Center Circle  
Port Orange, FL 32129

## SECOND AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heetzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

**WHEREAS**, the property subject to this Second Amendment is the property more particularly described in Exhibit "A" to the MDA, said property being under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer; and

**WHEREAS**, the City and Owners previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida ("MDA"), as amended by that certain First Amendment to Riveryard Master Development Agreement, adopted August 21, 2024, and recorded in Official records Book 8499, Page 2425, Public Records of Volusia County, Florida (the "First Amendment"); and

**WHEREAS**, the Developer is the contract purchaser of the property owned by the City and, as such, requests the City to further amend the MDA to modify certain development criteria and clarify phasing requirements for public uses within the City Property; and

**WHEREAS**, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan referenced in Sections 2. And 3.C. of the MDA which incorporate and refer to the Conceptual Development Plan as Exhibit “B” is hereby amended and replaced in its entirety with the amended Conceptual Development Plan marked as **Exhibit “Amended CDP”**, attached hereto and made a part hereof by this reference. Any references to the CDP or to Exhibit “B” shall mean the Exhibit “Amended CDP” attached hereto, unless otherwise further amended.
3. The Riveryard Architectural Styles Exhibit included as Exhibit “D” of the MDA is hereby amended and replaced in its entirety with the amended Riveryard Architectural Styles Exhibit marked as **Exhibit “Amended Riveryard Architectural Styles Exhibit”**, attached hereto and made a part hereof by this reference. Any references to the Riveryard Architectural Styles Exhibit or to Exhibit “D” shall mean the Exhibit “Amended Riveryard Architectural Styles Exhibit” attached hereto, unless otherwise further amended.
4. **Section 3 (D) of the MDA, Lot Development Criteria, is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) Except as set forth in subsection (2), herein, ~~the~~ following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

[remainder of subsection (1) is unchanged]

(2) The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP and being Parcel No. 630311060021) shall be developed using the development dimensional criteria for the Ridgewood Development (RD) district.

5. **Section 5 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

~~All uses permitted within the PC-R Mixed Use district shall be permitted, along with~~ The following uses are permitted within the Property:

Bike, kayak & other recreational equipment rentals  
ATM kiosks

Professional and medical offices (2<sup>nd</sup> floor and above only)  
Animal grooming or wellness  
Game/recreation facilities  
Health/exercise clubs  
Brewery  
Amphitheater  
Multifamily dwellings and Townhomes  
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.  
Bars, lounges, and nightclubs  
Hotel  
Marina  
Outdoor fruit and vegetable or craft market  
Retail uses  
Personal services  
Restaurants  
Public/civic facilities  
Microbrewery  
Craft food and beverage producer

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

The property identified as Parcels 19 and 20 on Sheet C3 of the CDP may include as part of the overall development one use with a drive thru.

The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP) can be developed with the uses permitted in the Ridgewood Development (RD) district and not prohibited in Riverwalk Overlay District (ROD), as amended, except that as part of the overall development one use with a drive thru may be permitted.

[Subsections (b). through (e). remain unchanged]

6. **Section 6.D.(1)-(4) of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of ~~1.3~~1.25 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of ~~100 surface spaces and 200 garage spaces~~ 300 parking spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. ~~The Property shall be subject to the following modified standards for parking details:~~

[Remainder of Section Remains Unchanged]

7. **Section 12 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

[Subsections A. through D. remain unchanged]

E. Furthermore, if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse except that any vested development rights shall be permitted to remain in place pursuant to the terms contained herein.

8. This Second Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by the First Amendment and this Second Amendment.

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

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

Signed, sealed and delivered in the presence of: **THE CITY OF PORT ORANGE, FLORIDA,  
a Florida municipal corporation**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_

Donald O. Burnette, Mayor

Attest:

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_

Robin L. Fenwick, MMC, City Clerk

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, 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:

**Port Orange Town Center Community  
Redevelopment Agency (“CRA”)**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Name:

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_. He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, (“Owner”)

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joan L. Sheridan, Trustee of the Joan L. Sheridan. He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_. He or she is [] personally known to me or [] produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of: Ralph & Tammy Heetzler (“Owner”)

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
Ralph Heetzler

\_\_\_\_\_  
Print Name of Witness 1

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

\_\_\_\_\_  
Witness 2

By: \_\_\_\_\_  
Tammy Heetzler

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Ralph Heetzler and Tammy Heetzler. They are  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC  
("Developer")**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Name:

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

**Approved as to legal form:**

By: \_\_\_\_\_  
Shannon K. Balmer, Senior Assistant City Attorney

**EXHIBIT A**

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-2514(R/W VARIES))AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(U.S. HIGHWAY 1)(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278(R/W VARIES)); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N25°34'45"W, A DISTANCE OF 571.83 FEET TO THE SOUTH LINE OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE N64°41'02"E, A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE; THENCE ALONG SAID EASTERLY LINE N25°34'44"W, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HERBERT STREET (40' R/W); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; S64°43'17"W, A DISTANCE OF 127.53 FEET; THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE N25°16'43"W, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N64°50'16"E, A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7289, PAGE 4214; THENCE ALONG SAID EASTERLY LINE N25°13'53"W, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID SOUTHERLY LINE N64°49'06"E, A DISTANCE OF 178.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N25°23'46"W, A DISTANCE OF 79.78 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N64°50'19"E, A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07"E, A DISTANCE OF 19.09 FEET; THENCE S25°04'17"E, A DISTANCE OF 55.64 FEET; THENCE S22°19'30"E, A DISTANCE OF 49.64 FEET; THENCE S23°46'14"E, A DISTANCE OF 56.19 FEET; THENCE S23°27'26"E, A DISTANCE OF 61.77 FEET; THENCE S39°20'50"E, A DISTANCE OF 56.57 FEET; THENCE S29°14'40"E, A DISTANCE OF 60.48 FEET; THENCE S22°31'59"E, A DISTANCE OF 107.97 FEET; THENCE S39°16'58"E, A DISTANCE OF 6.36 FEET; THENCE S18°04'06"E, A DISTANCE OF 28.61 FEET; THENCE S10°07'08"E, A DISTANCE OF 57.62 FEET; THENCE S04°56'16"E, A DISTANCE OF 18.59 FEET; THENCE S23°08'01"E, A DISTANCE OF 20.17 FEET; THENCE S30°00'12"E, A DISTANCE OF 50.08 FEET; THENCE S16°58'21"E, A DISTANCE OF 58.92 FEET; THENCE S24°26'08"E, A DISTANCE OF 49.65 FEET; THENCE S25°03'28"E, A DISTANCE OF 91.95 FEET; THENCE S34°44'03"E, A DISTANCE OF 24.18 FEET; THENCE S64°28'24"E, A DISTANCE OF 62.07 FEET; THENCE N78°45'07"E, A DISTANCE OF 20.50 FEET; THENCE S58°53'05"E, A DISTANCE OF 16.68 FEET; THENCE N84°53'44"E, A DISTANCE OF 48.98 FEET; THENCE S83°12'10"E, A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S61°59'36"W, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALIFAX DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S26°00'43"E, A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S02°22'59"W, A DISTANCE OF 16.76 FEET; THENCE CONTINUE ALONG SAID LINE

S69°26'15"W, A DISTANCE OF 107.40 FEET; THENCE CONTINUE ALONG SAID LINE S81°44'19"W, A DISTANCE OF 335.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.030 ACRES MORE OF LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N89°07'57"E, A DISTANCE OF 3.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5) (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278 R/W VARIES)); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID NORTHERLY LINE N75°10'06"E, A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°16'47"E, A DISTANCE OF 123.07 FEET TO THE

SAID NORTHERLY LINE OF GOVERNMENT LOT 2; ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29; THENCE ALONG SAID NORTHERLY LINE N89°12'09"E, A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°24'56"E, A DISTANCE OF 74.27 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S77°29'15"W, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 60796 SQUARE FEET, OR 1.396 ACRES MORE OR LESS.

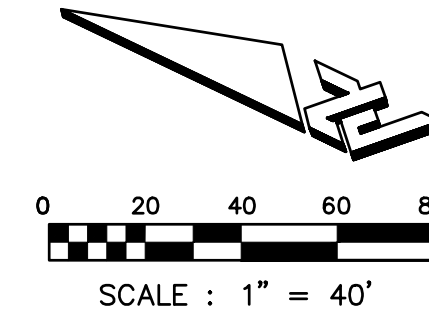
TOGETHER WITH

LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 136.8 FEET OF LOT 3, BLOCK F, EXCLUDING RIGHT-OF-WAY, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



**LEGEND:**

	PROPOSED PAVEMENT (2.53 ACRES)		PROPOSED COMMERCIAL/MIXED USE DEVELOPMENT (3.77 ACRES)
	PROPOSED CONCRETE		PROPOSED RIVERFRONT PARK (1.52 ACRES)
	PROPOSED BUILDING (2.76 ACRES)		PROPOSED COURTYARD (0.43 ACRES)



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	08-02-24	MM/MT	SUBMITTAL
2	08-02-24	MM/MT	REVISION
3	08-06-24	MM/MT	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	MM/MT	REVISED PER CITY COMMENTS DATED 08/12/24

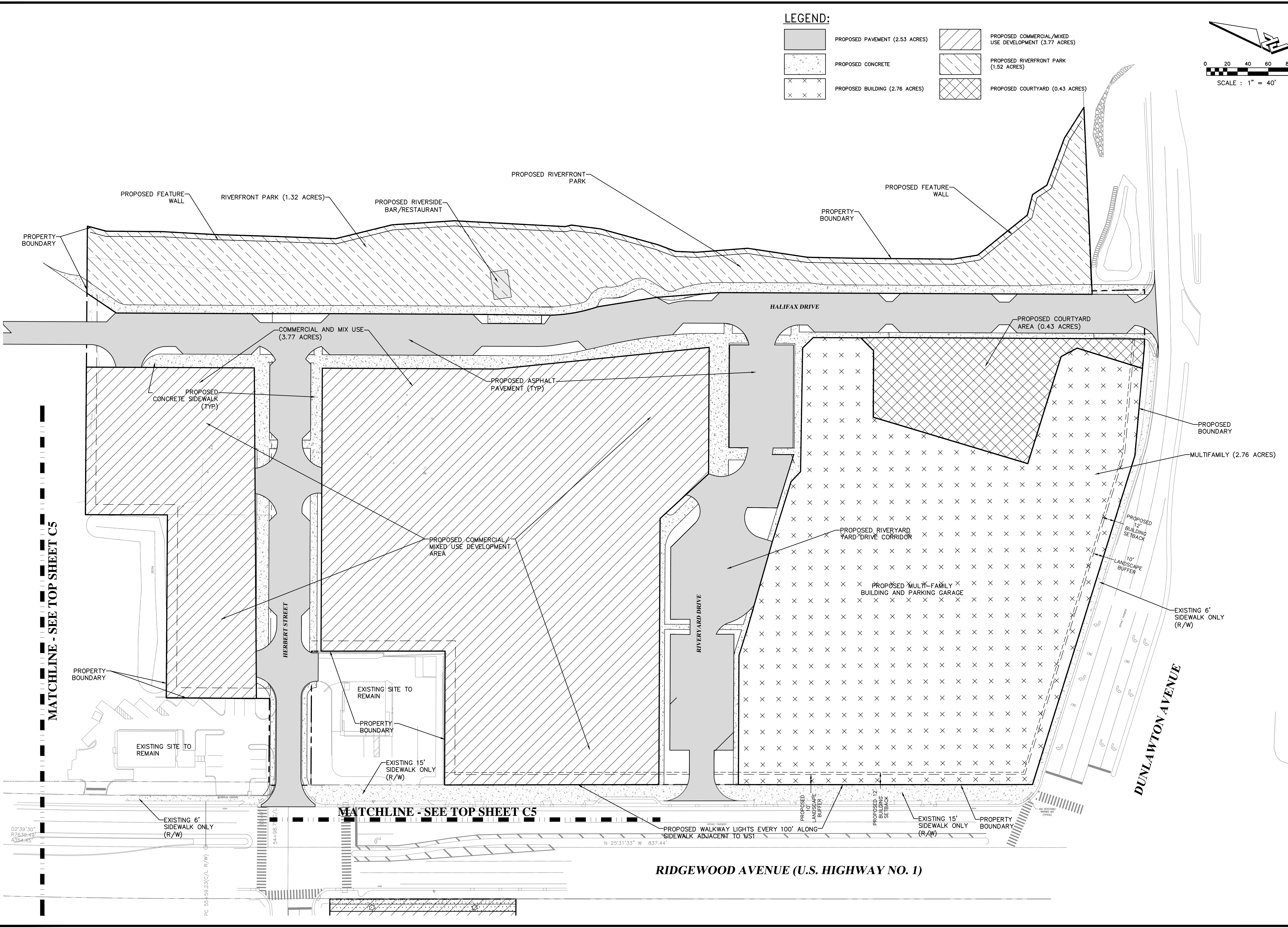
**RIVERYARD EXHIBIT B CDP**

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 21336  
DESIGNED BY: RH  
DRAFTED BY: CM  
CHECKED BY: RH

DRAWING FILE: 02-21336-00P-PUD  
XREFS: 21336\_BAS\_PUD.DWG  
XREFS: 21336\_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65063  
NOT VALID WITHOUT SEAL



MATCHLINE - SEE TOP SHEET C5

MATCHLINE - SEE TOP SHEET C5

R:\21336-PORT ORANGE\RIVERYARD\CD\02-21336-00P-PUD.DWG - PRINTED: 9/19/2024 4:57 PM

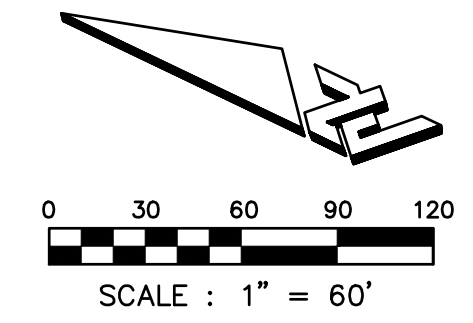
**PROPERTY INFORMATION**

TOTAL ACREAGE: 13.28 AC

LOT	ADDRESS	ACRES
1	115 HERBERT ST	0.13 AC
2	373 HALIFAX DR	1.12 AC
3	110 HERBERT ST	0.31 AC
4	108 HERBERT ST	0.16 AC
5	3814 HALIFAX DR	0.72 AC
6	3840 HALIFAX DR	0.76 AC
7	3858 HALIFAX DR	2.25 AC
8	3965 S RIDGEWOOD AVE	0.14 AC
9	3969 S RIDGEWOOD AVE	0.14 AC
10	3979 S RIDGEWOOD AVE	0.09 AC
11	3900 HALIFAX DR	0.53 AC
12	3920 HALIFAX DR	0.83 AC
13	HALIFAX DR	0.04 AC
14	3999 S RIDGEWOOD AVE	0.15 AC
15	DUNLAWTON AVE	0.13 AC
16	DUNLAWTON AVE	0.14 AC
17	109 DUNLAWTON AVE	0.36 AC
18	3966 HALIFAX DR	0.89 AC
19	RIDGEWOOD AVE	0.85 AC
20	3641 RIDGEWOOD AVE	0.57 AC
21	3925 RIDGEWOOD AVE	0.24 AC
22	3921 RIDGEWOOD AVE	0.10 AC
23	3855 RIDGEWOOD AVE	0.44 AC
24	113 HERBERT STREET	0.22 AC
25	HERBERT STREET R/W	0.44 AC
26	HALIFAX DRIVE R/W	0.93 AC
27	3840 RIDGEWOOD AVE	0.61 AC

**LEGEND:**

① LOT SYMBOL



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

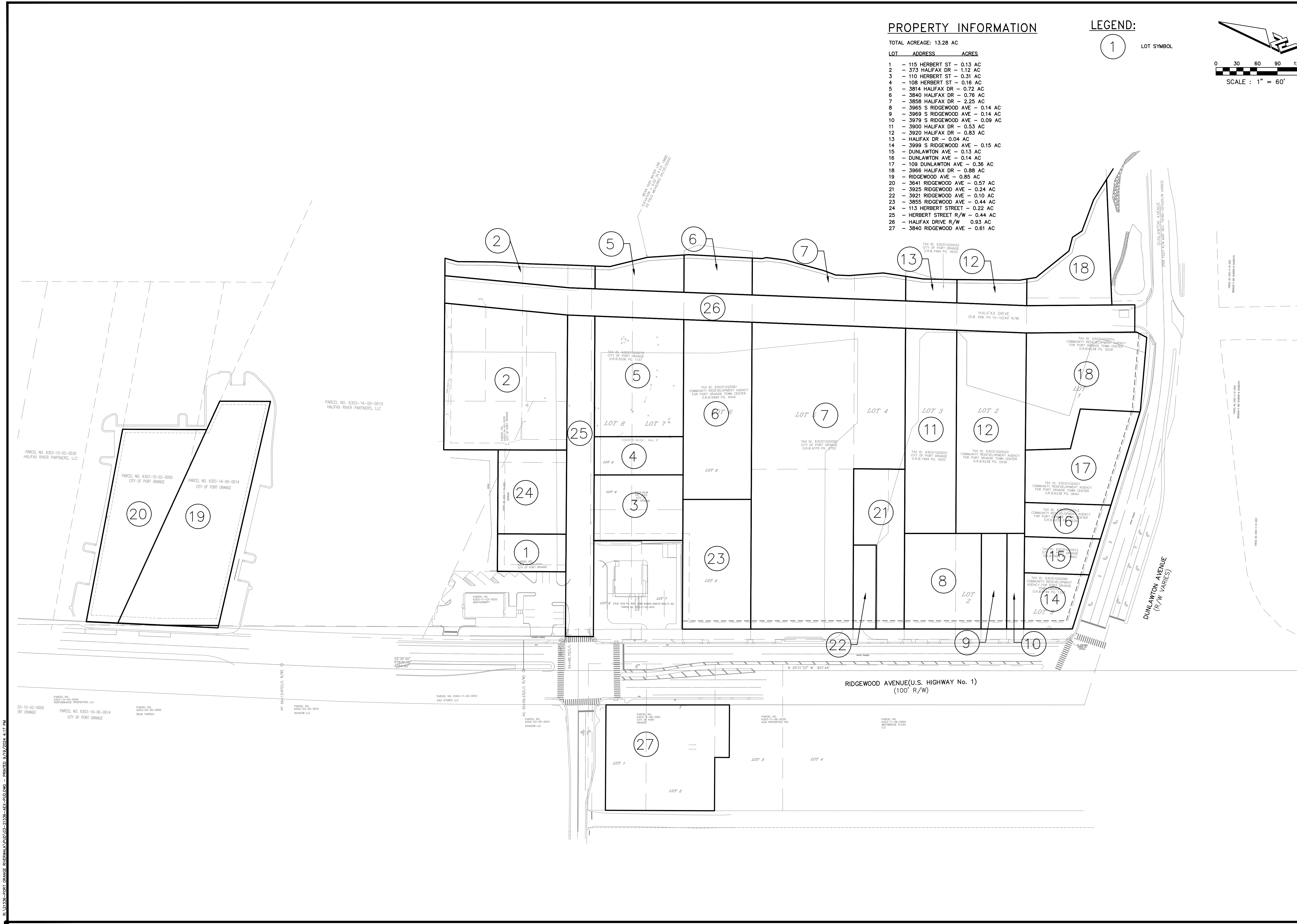
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4	08-12-24	RH/CM/ITR	REVISION PER CITY COMMENTS DATED 08/12/24

**RIVERYARD EXHIBIT B PC-R AREA EXHIBIT**

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336  
DESIGNED BY: RH  
DRAFTED BY: CM  
CHECKED BY: RH  
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RANDY M. HUDAK, P.E., NO. 65053  
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SHEET: **C3** OF 7



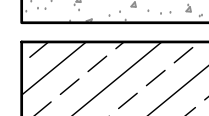


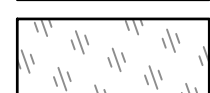


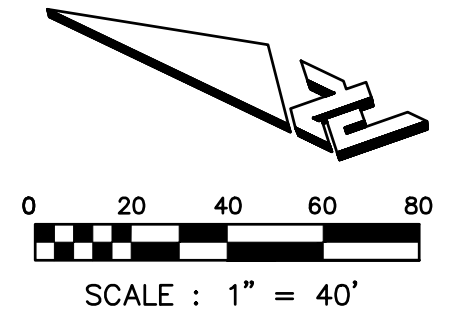
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NOTE:  
FINAL LOCATION AND SIZE OF  
UNDERGROUND EXFILTRATION  
AND VAULT SYSTEM TO BE  
DETERMINED AT SITE PLAN

**LEGEND:**

-  PROPOSED PAVEMENT
-  PROPOSED CONCRETE
-  PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
-  ZONE AE (ELE 4)
-  ZONE AE (ELE 5)
-  ZONE AE (ELE 6)




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**RIVERYARD  
EXHIBIT B  
DRAINAGE EXHIBIT**

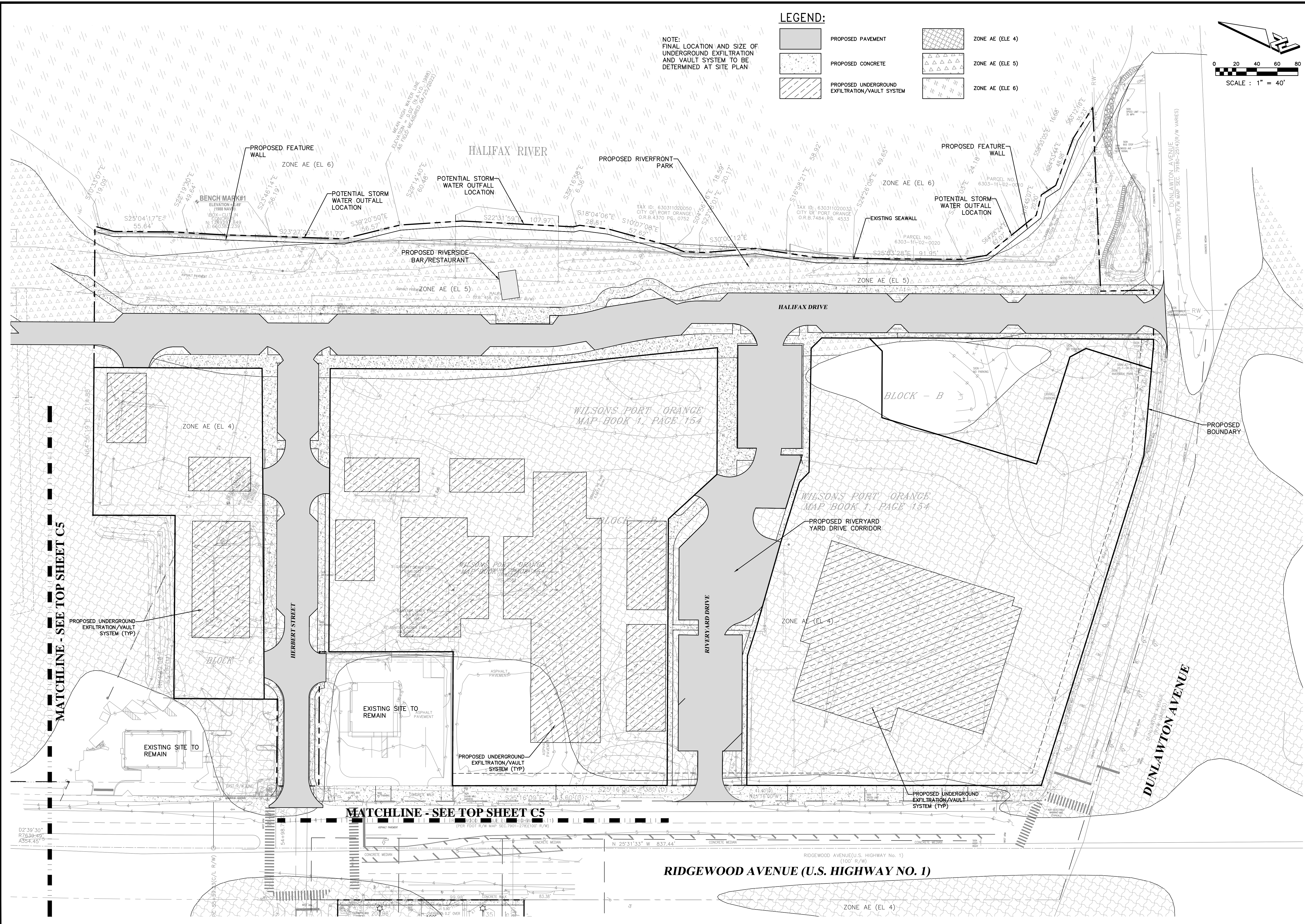
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VOLUSIA COUNTY, FLORIDA

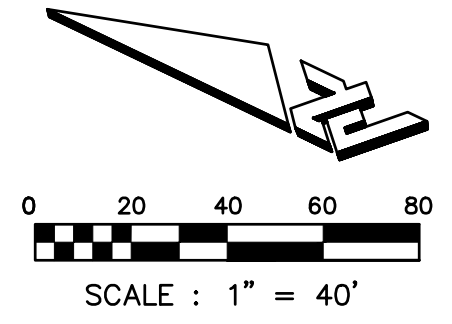
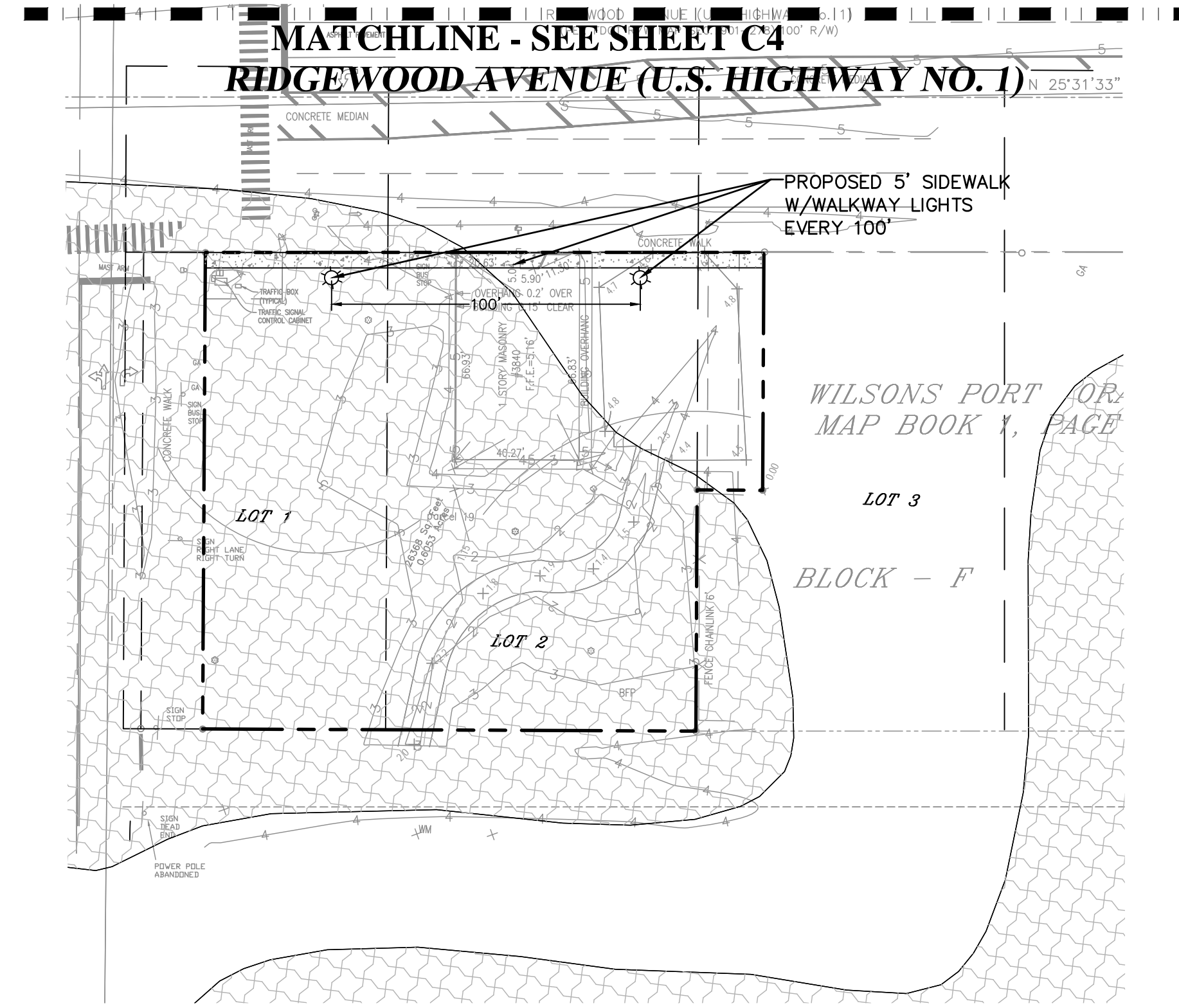
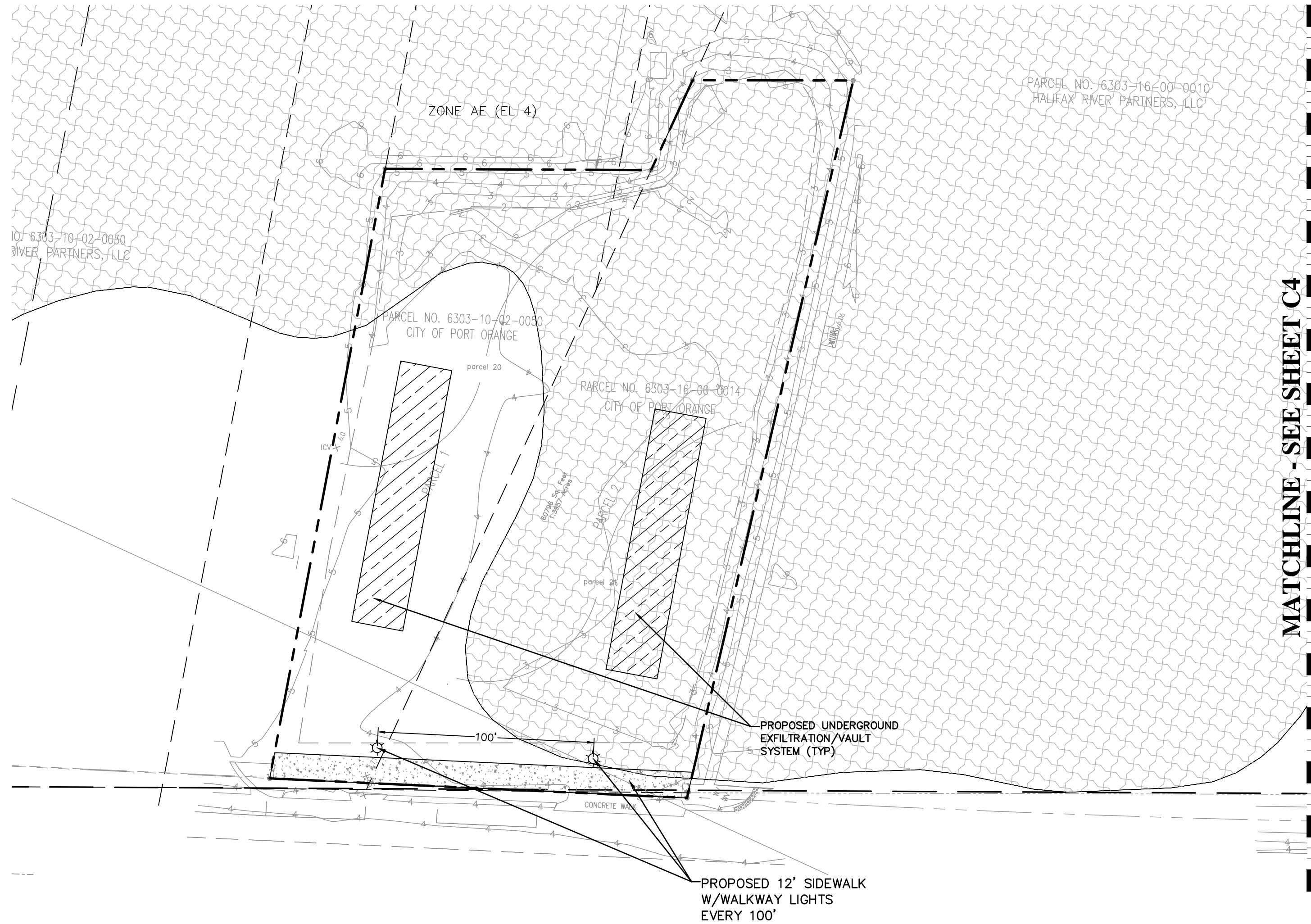
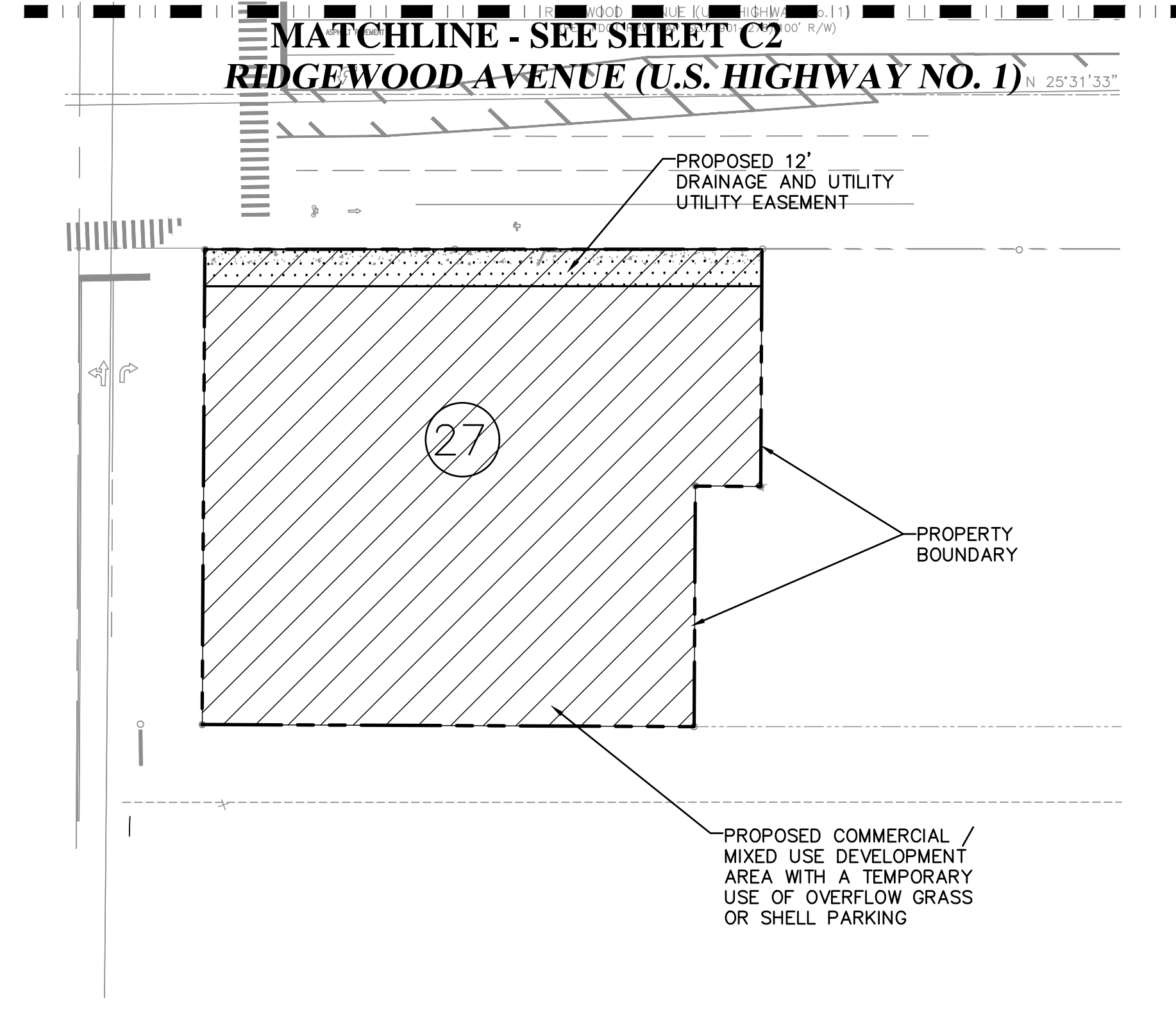
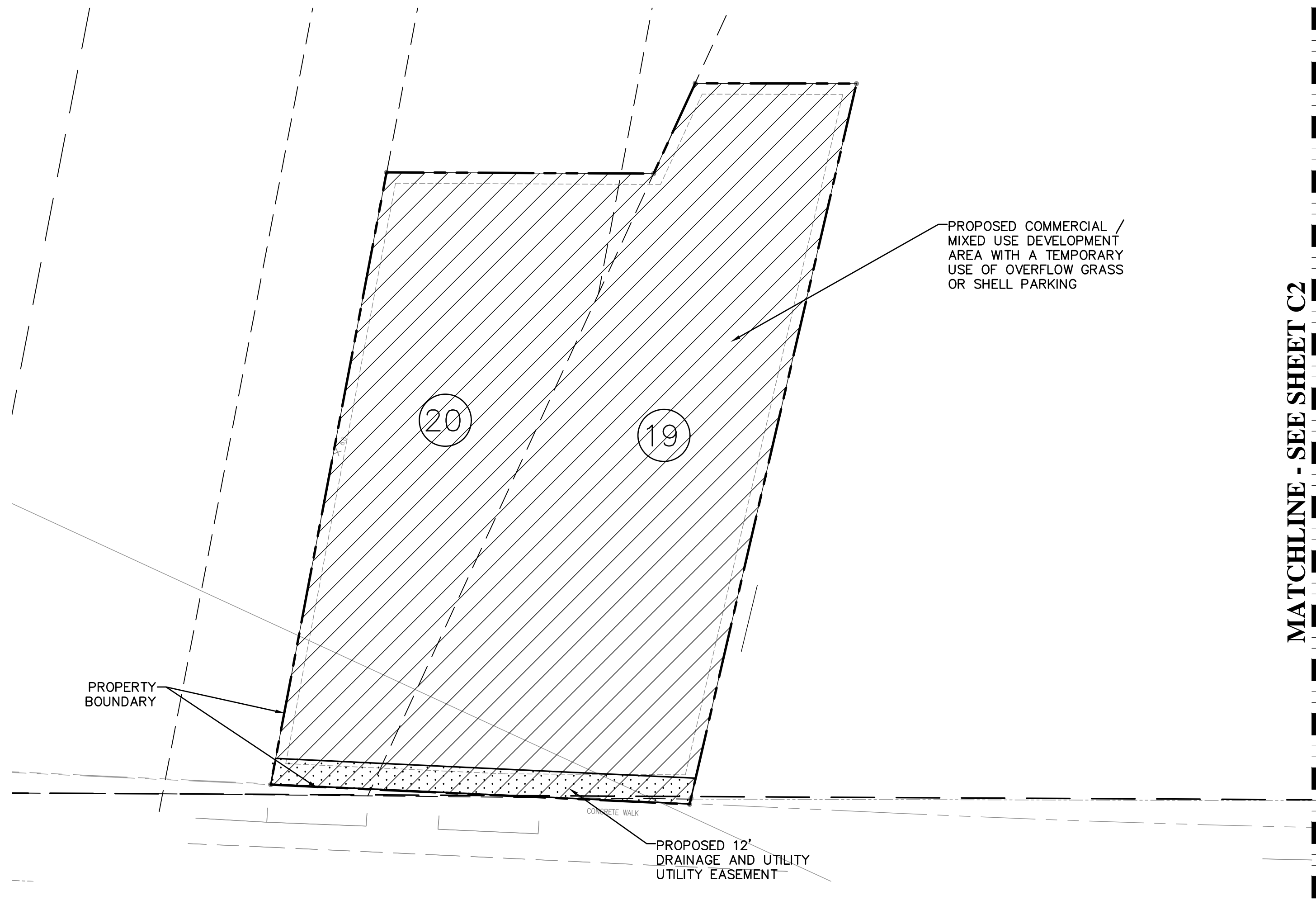
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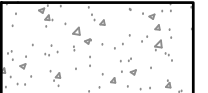

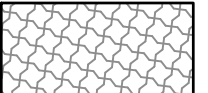

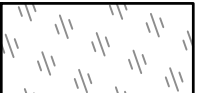

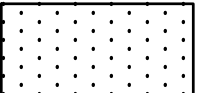
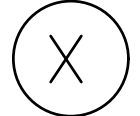
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SHEET: **C4** OF 7





- LEGEND:**
-  PROPOSED CONCRETE
  -  PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
  -  ZONE AE (ELE 4)
  -  ZONE AE (ELE 5)
  -  ZONE AE (ELE 6)
  -  PROPOSED COMMERCIAL/MIXED USE DEVELOPMENT
  -  12' DRAINAGE AND UTILITY EASEMENT
  -  LOT SYMBOL



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4	08-12-24	RH/CM	REVISION PER CITY COMMENTS DATED 08/12/24

**RIVERYARD  
EXHIBIT B  
DRAINAGE PLAN**

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

PROJECT NO. ZC 21336  
DESIGNED BY: RH  
DRAFTED BY: CM  
CHECKED BY: RH

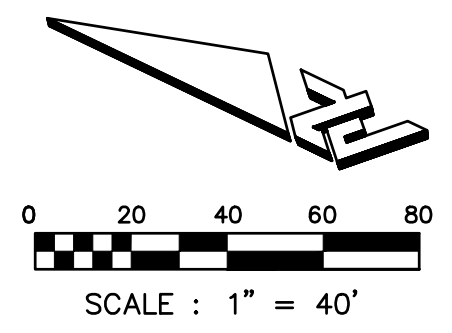
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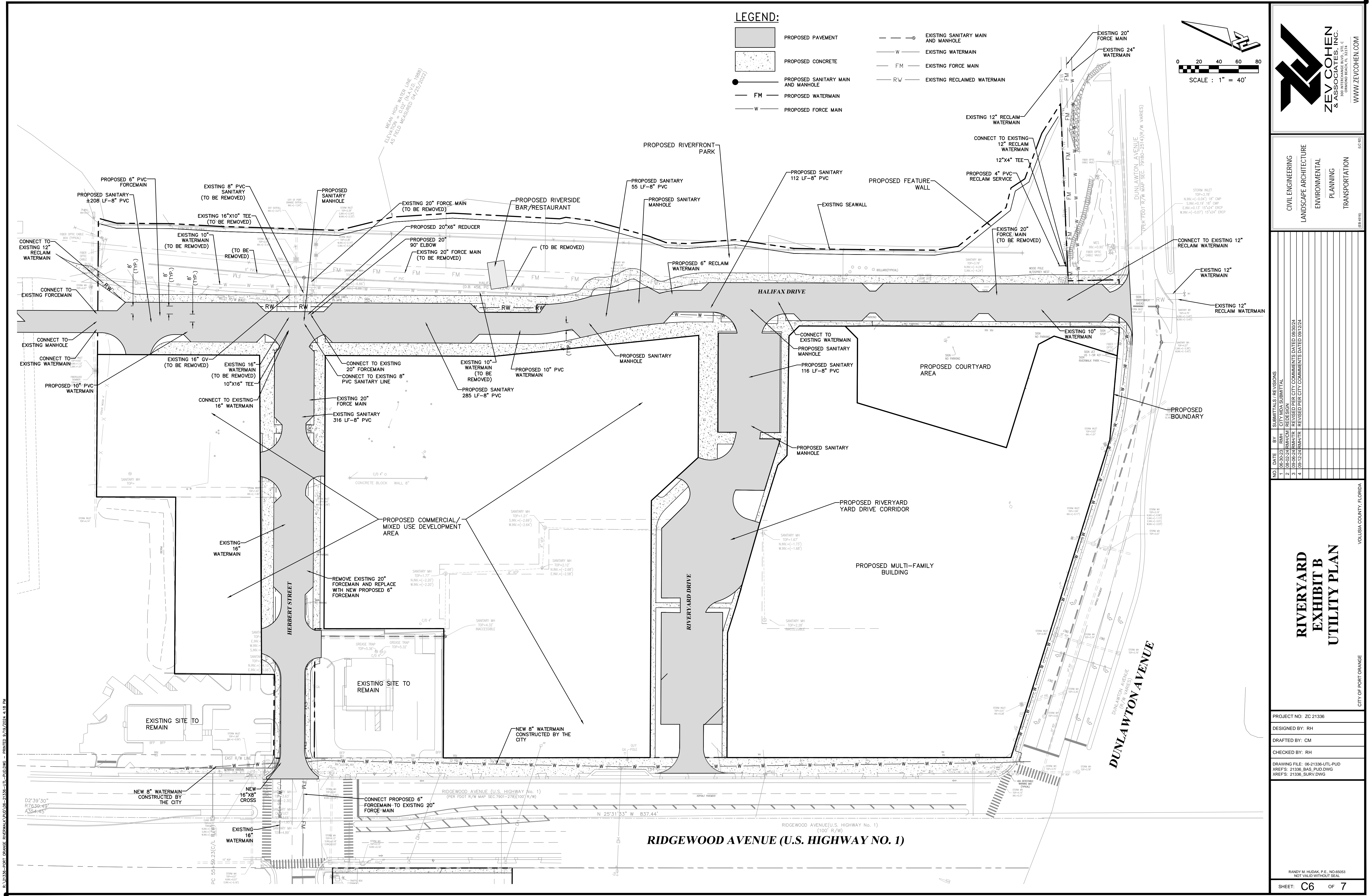
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**LEGEND:**

- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FORCE MAIN
- EXISTING SANITARY MAIN AND MANHOLE
- EXISTING WATERMAIN
- EXISTING FORCE MAIN
- EXISTING RECLAIMED WATERMAIN



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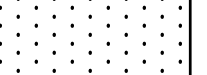

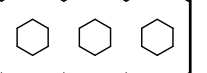
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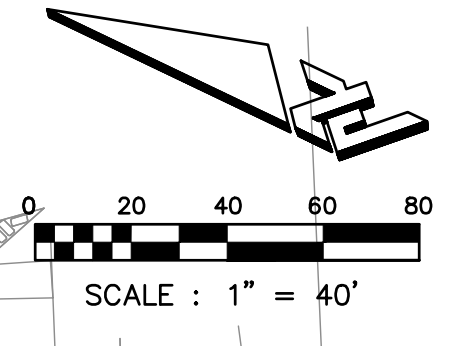
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VOLUSIA COUNTY, FLORIDA

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**LEGEND:**

-  PROPOSED PAVEMENT
-  PROPOSED CONCRETE
-  12' DRAINAGE AND UTILITY EASEMENT
-  ACCESS EASEMENT
-  ACCESS & UTILITY EASEMENT




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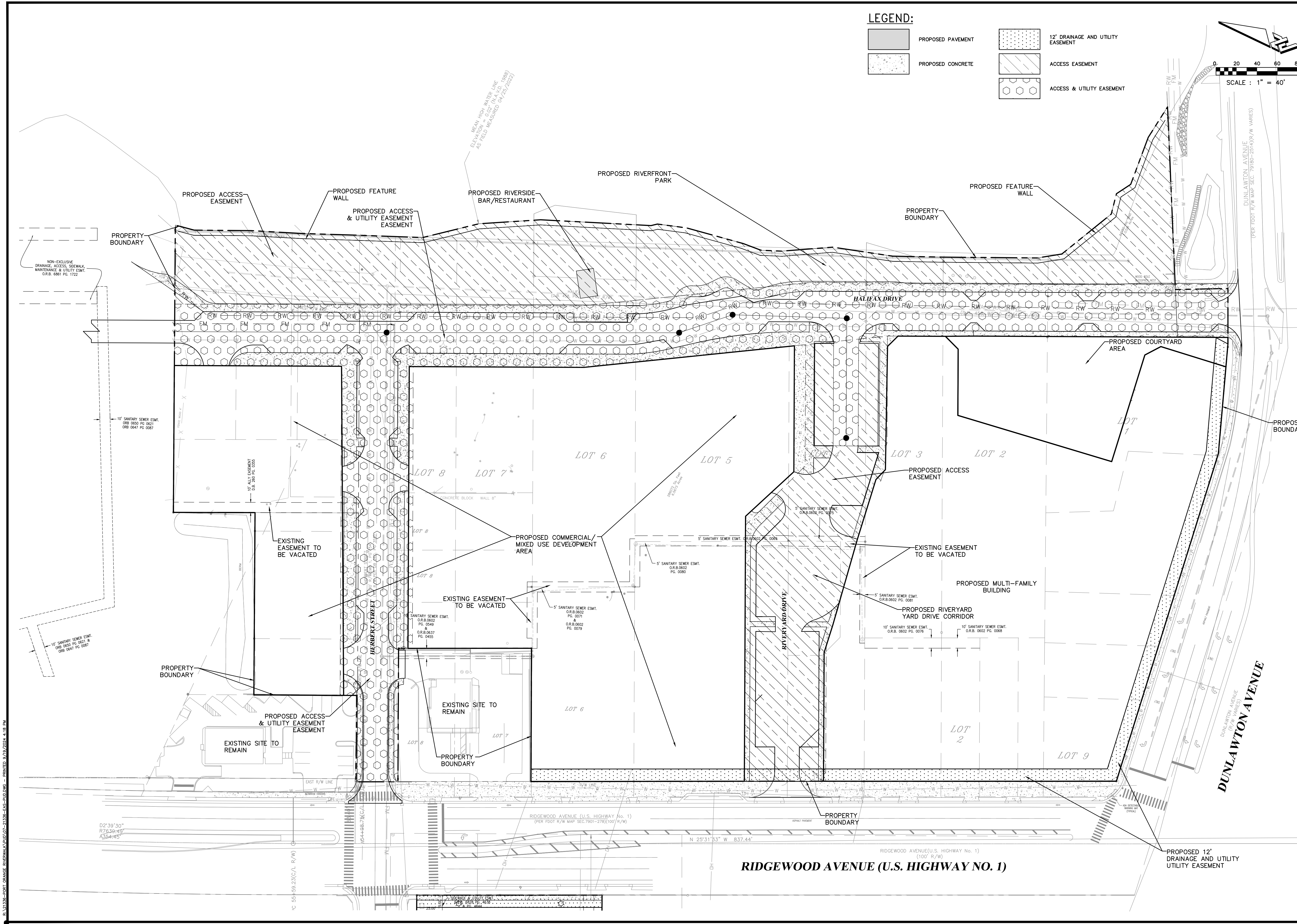
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YOLUSIA COUNTY, FLORIDA  
 CITY OF FORT ORANGE

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**EXHIBIT D**

**Amended Riveryard Architectural Styles Exhibit**

EXHIBIT "D"

# RIVERWALK // APARTMENTS //

CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

02/03/23

**RIVERWALK**  
CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

**bristol**  
development group

**cob** charlan • brock • architects  
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# The Vision.

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**RIVERWALK**  
CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

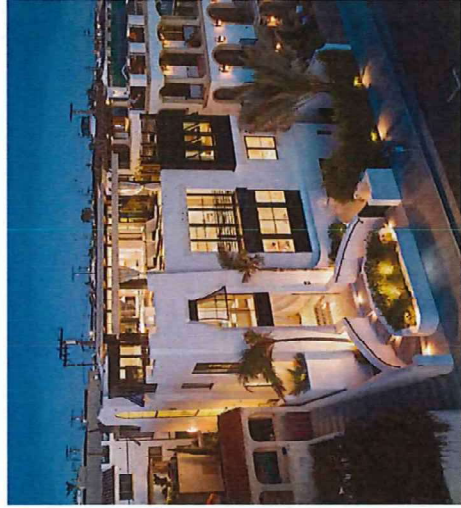
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Classical **at night**



02/03/23

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CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

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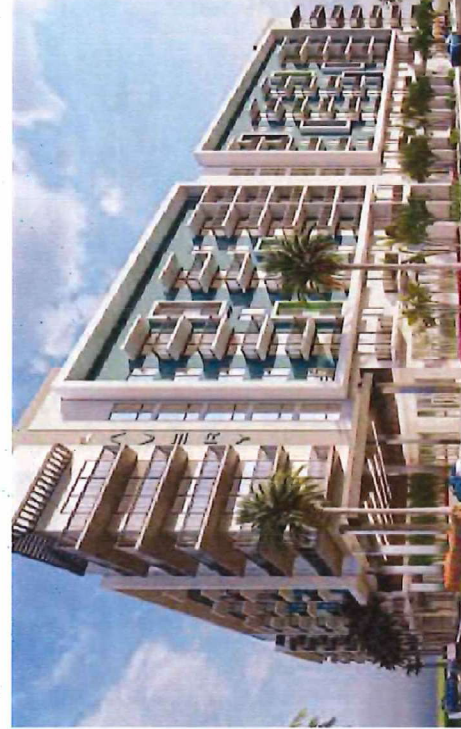
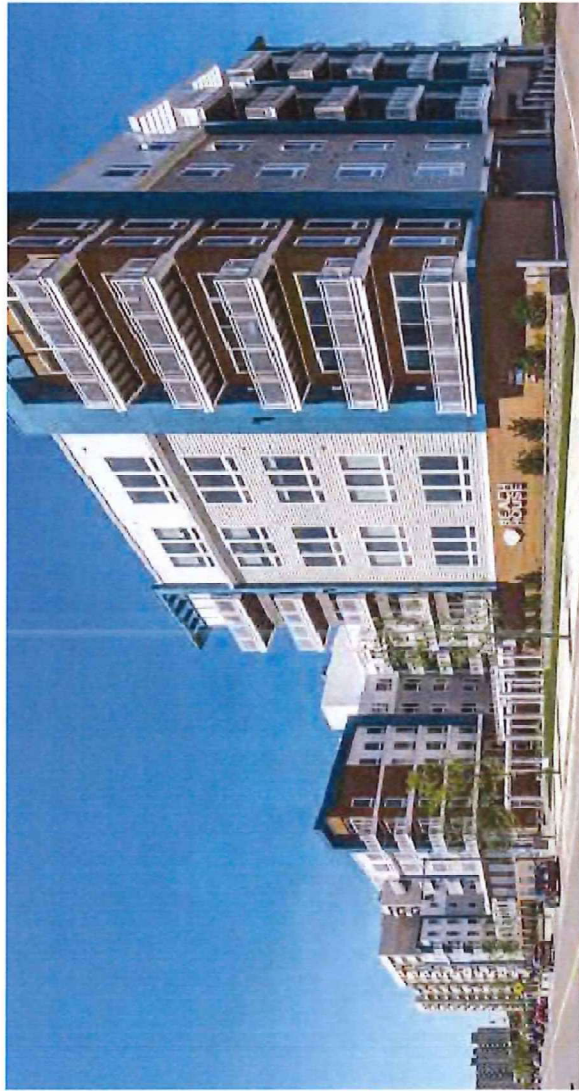
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Modern



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CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

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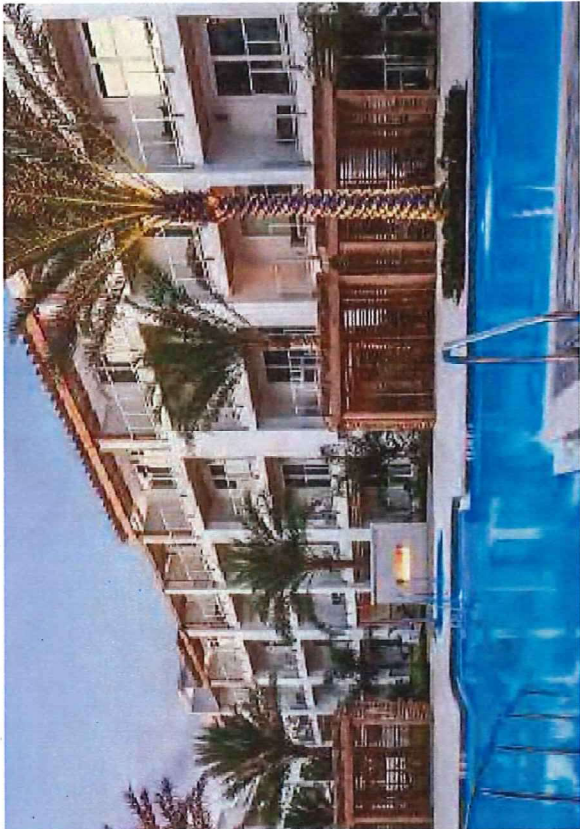
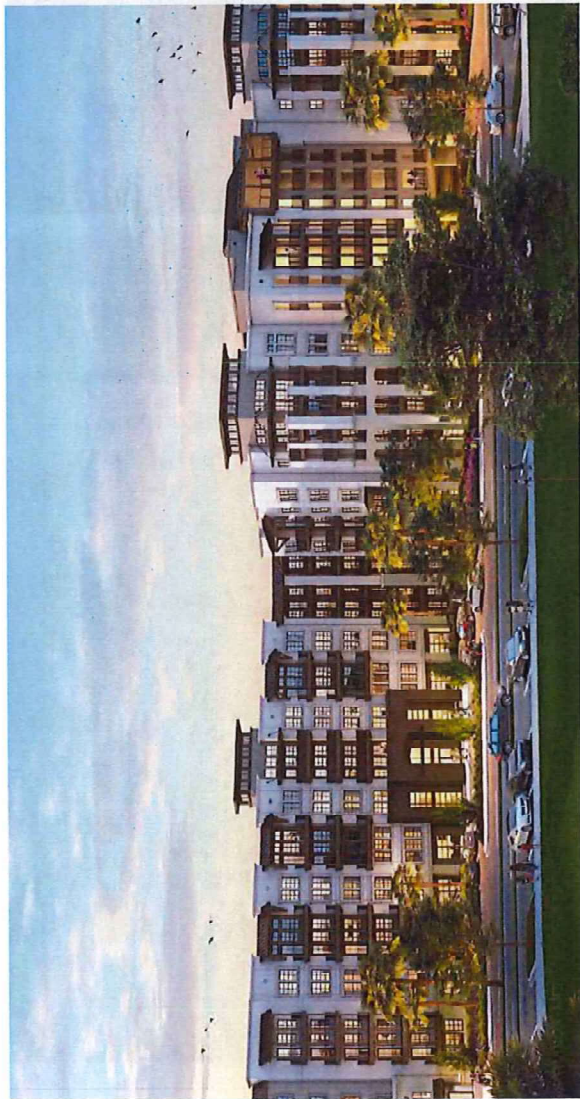
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Contemporary



02/03/23

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PLAN PRESENTATION

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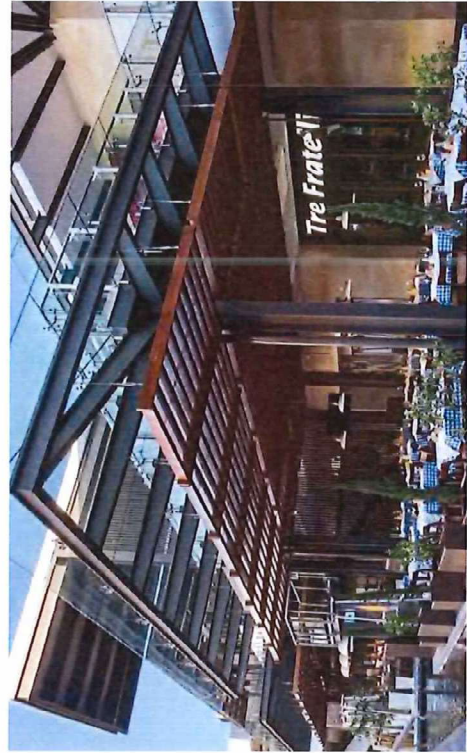
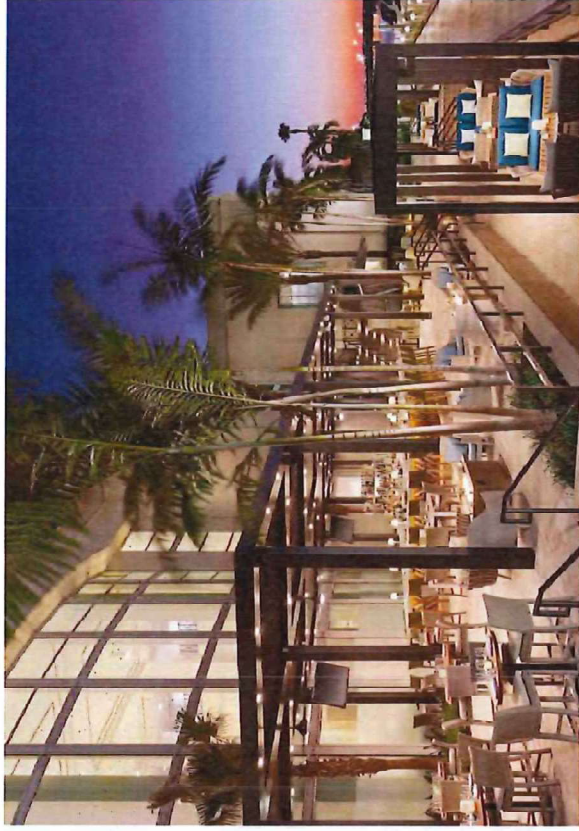
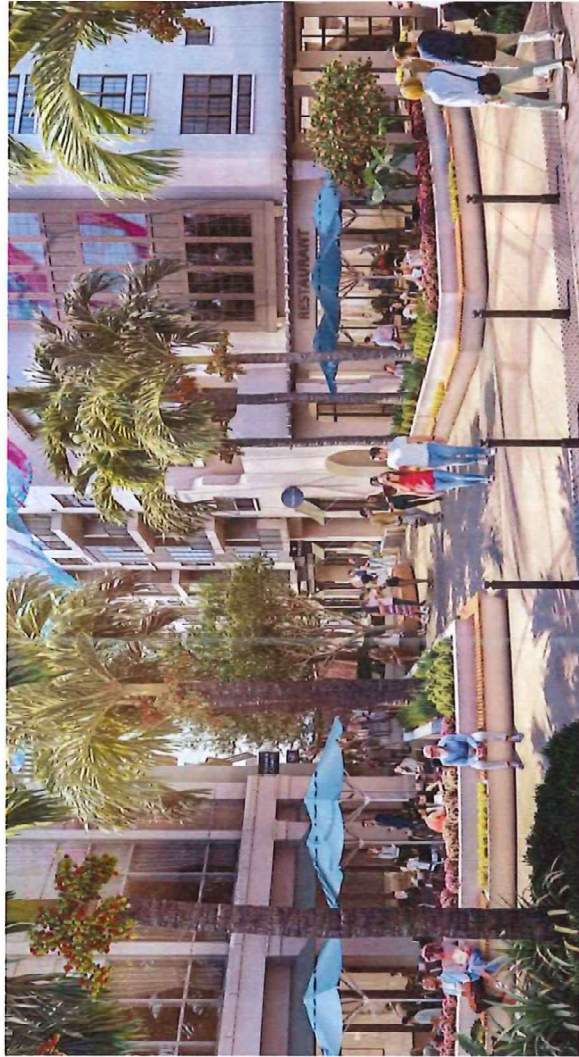
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# Retail



02|03|23

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PLAN PRESENTATION

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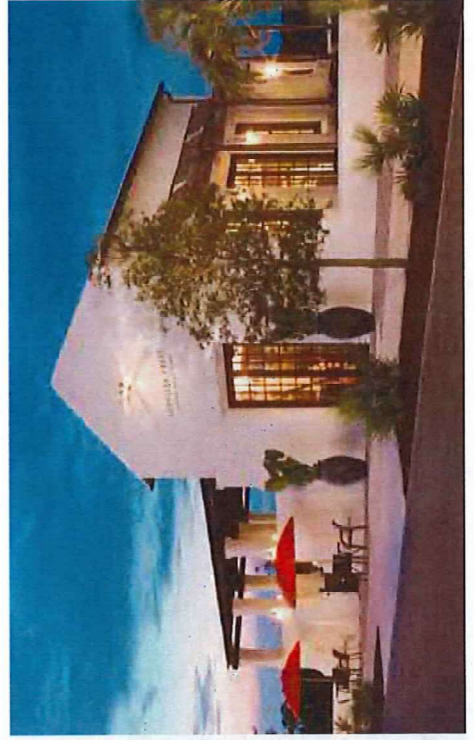
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02 | 03 | 23

**Mixed use / Retail**



02 | 03 | 23

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PLAN PRESENTATION

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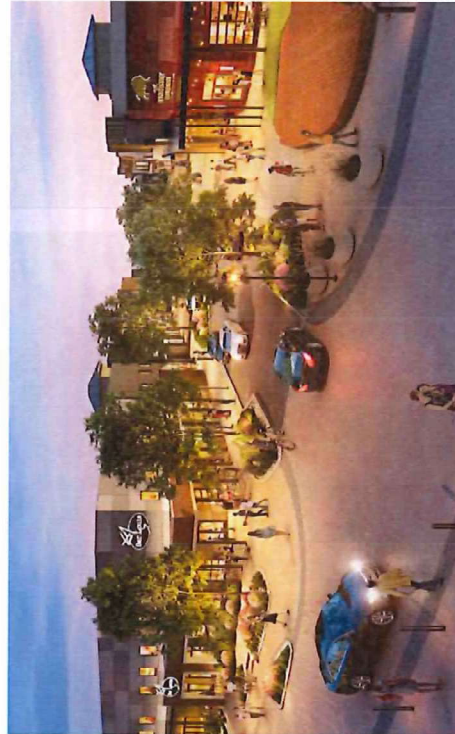
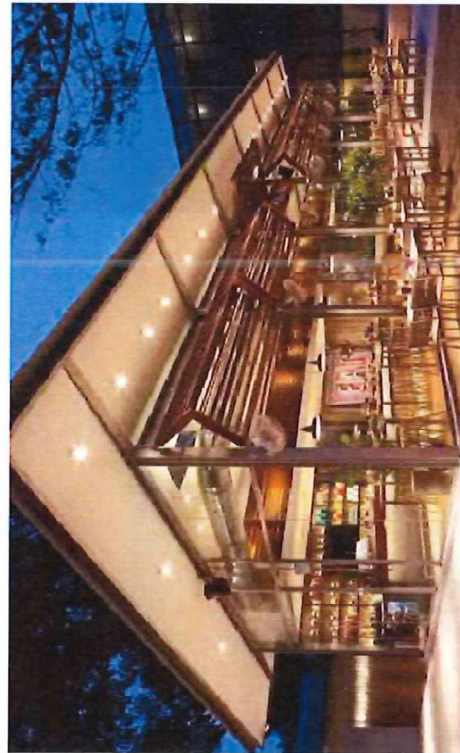
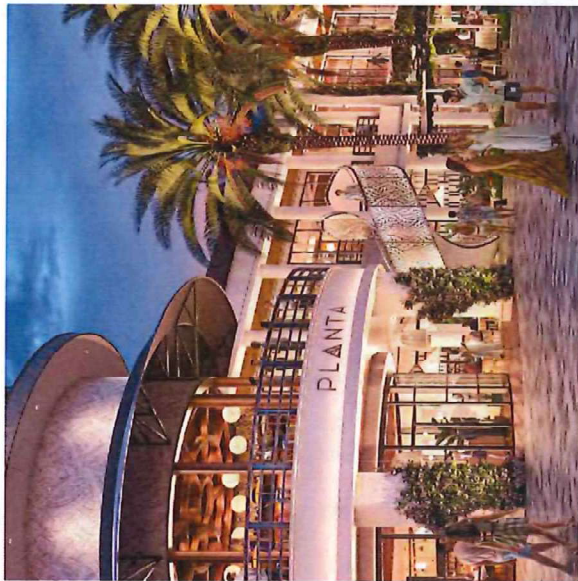
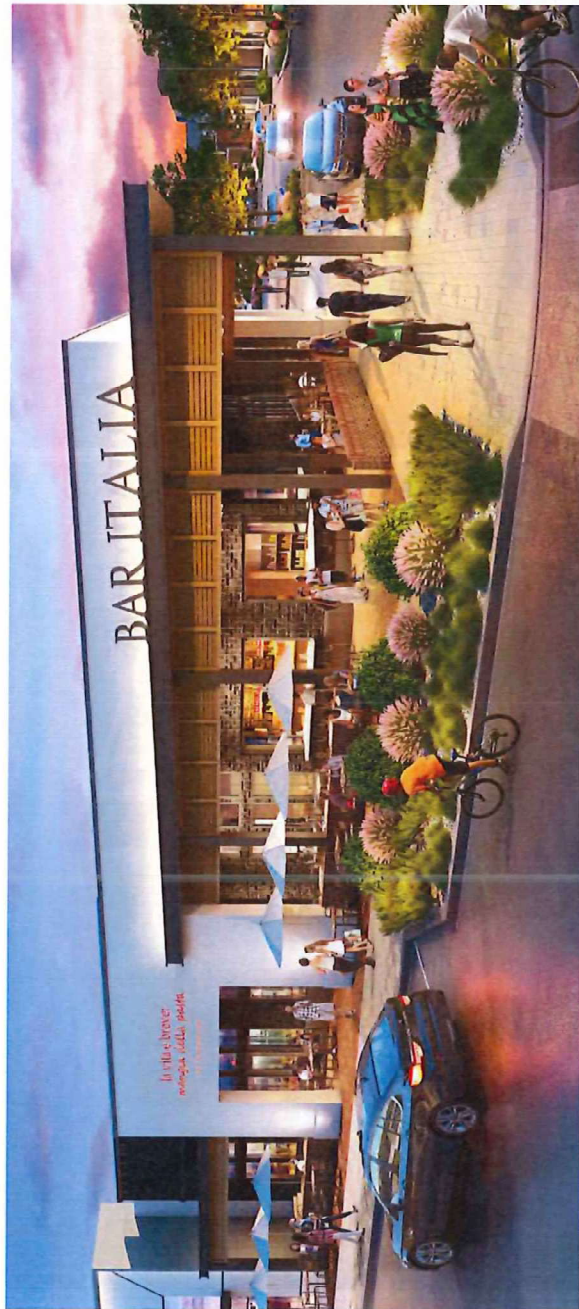
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**Mixed use / Retail**



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**Document prepared by:**  
Jessica Gow, Esq.  
Cobb Cole Law Firm  
149 S. Ridgewood Ave., Ste. 700  
Daytona Beach, FL 32114

**Return recorded document to:**  
City of Port Orange Records Clerk  
1000 City Center Circle  
Port Orange, FL 32129

## **SECOND AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT**

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heetzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

**WHEREAS**, the property subject to this Second Amendment is the property more particularly described in Exhibit "A" to the MDA, said property being under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer; and

**WHEREAS**, the City and Owners previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida ("MDA"), as amended by that certain First Amendment to Riveryard Master Development Agreement, adopted August 21, 2024, and recorded in Official records Book 8499, Page 2425, Public Records of Volusia County, Florida (the "First Amendment"); and

**WHEREAS**, the Developer is the contract purchaser of the property owned by the City and, as such, requests the City to further amend the MDA to modify certain development criteria and clarify phasing requirements for public uses within the City Property; and

**WHEREAS**, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan referenced in Sections 2. And 3.C. of the MDA which incorporate and refer to the Conceptual Development Plan as Exhibit “B” is hereby amended and replaced in its entirety with the amended Conceptual Development Plan marked as **Exhibit “Amended CDP”**, attached hereto and made a part hereof by this reference. Any references to the CDP or to Exhibit “B” shall mean the Exhibit “Amended CDP” attached hereto, unless otherwise further amended.
3. The Riveryard Architectural Styles Exhibit included as Exhibit “D” of the MDA is hereby amended and replaced in its entirety with the amended Riveryard Architectural Styles Exhibit marked as **Exhibit “Amended Riveryard Architectural Styles Exhibit”**, attached hereto and made a part hereof by this reference. Any references to the Riveryard Architectural Styles Exhibit or to Exhibit “D” shall mean the Exhibit “Amended Riveryard Architectural Styles Exhibit” attached hereto, unless otherwise further amended.
4. **Section 3 (D) of the MDA, Lot Development Criteria, is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) Except as set forth in subsection (2), herein, ~~the~~ following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

[remainder of subsection (1) is unchanged]

(2) The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP and being Parcel No. 630311060021) shall be developed using the development dimensional criteria for the Ridgewood Development (RD) district.

5. **Section 5 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

~~All uses permitted within the PC R Mixed Use district shall be permitted, along with~~ The following uses are permitted within the Property:

Bike, kayak & other recreational equipment rentals  
ATM kiosks

Professional and medical offices (2<sup>nd</sup> floor and above only)  
Animal grooming or wellness  
Game/recreation facilities  
Health/exercise clubs  
Brewery  
Amphitheater  
Multifamily dwellings and Townhomes  
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.  
Bars, lounges, and nightclubs  
Hotel  
Marina  
Outdoor fruit and vegetable or craft market  
Retail uses  
Personal services  
Restaurants  
Public/civic facilities  
Microbrewery  
Craft food and beverage producer

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

The property identified as Parcels 19 and 20 on Sheet C3 of the CDP may include as part of the overall development one use with a drive thru.

The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP) can be developed with the uses permitted in the Ridgewood Development (RD) district and not prohibited in Riverwalk Overlay District (ROD), as amended, except that as part of the overall development one use with a drive thru may be permitted.

[Subsections (b). through (e). remain unchanged]

6. **Section 6.D.(1)-(4) of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of ~~1.3~~1.25 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of ~~100 surface spaces and 200 garage spaces~~ 300 parking spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. ~~The Property shall be subject to the following modified standards for parking details:~~

[Remainder of Section Remains Unchanged]

7. **Section 12 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

[Subsections A. through D. remain unchanged]

E. Furthermore, if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse except that any vested development rights shall be permitted to remain in place pursuant to the terms contained herein.

8. This Second Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by the First Amendment and this Second Amendment.

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

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

Signed, sealed and delivered in the presence of: **THE CITY OF PORT ORANGE, FLORIDA,  
a Florida municipal corporation**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_

Donald O. Burnette, Mayor

Attest:

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_

Robin L. Fenwick, MMC, City Clerk

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, 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:

**Port Orange Town Center Community  
Redevelopment Agency (“CRA”)**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_. He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, (“Owner”)

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joan L. Sheridan, Trustee of the Joan L. Sheridan. He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_

Name:

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_. He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of: Ralph & Tammy Heetzler (“Owner”)

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
Ralph Heetzler

\_\_\_\_\_  
Print Name of Witness 1

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

\_\_\_\_\_  
Witness 2

By: \_\_\_\_\_  
Tammy Heetzler

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Ralph Heetzler and Tammy Heetzler. They are  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC  
("Developer")**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Name:

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is  personally known to me or  produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

**Approved as to legal form:**

By: \_\_\_\_\_  
Shannon K. Balmer, Senior Assistant City Attorney

**EXHIBIT A**

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-2514(R/W VARIES))AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(U.S. HIGHWAY 1)(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278(R/W VARIES)); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N25°34'45"W, A DISTANCE OF 571.83 FEET TO THE SOUTH LINE OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE N64°41'02"E, A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE; THENCE ALONG SAID EASTERLY LINE N25°34'44"W, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HERBERT STREET (40' R/W); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; S64°43'17"W, A DISTANCE OF 127.53 FEET; THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE N25°16'43"W, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N64°50'16"E, A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7289, PAGE 4214; THENCE ALONG SAID EASTERLY LINE N25°13'53"W, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID SOUTHERLY LINE N64°49'06"E, A DISTANCE OF 178.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N25°23'46"W, A DISTANCE OF 79.78 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N64°50'19"E, A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07"E, A DISTANCE OF 19.09 FEET; THENCE S25°04'17"E, A DISTANCE OF 55.64 FEET; THENCE S22°19'30"E, A DISTANCE OF 49.64 FEET; THENCE S23°46'14"E, A DISTANCE OF 56.19 FEET; THENCE S23°27'26"E, A DISTANCE OF 61.77 FEET; THENCE S39°20'50"E, A DISTANCE OF 56.57 FEET; THENCE S29°14'40"E, A DISTANCE OF 60.48 FEET; THENCE S22°31'59"E, A DISTANCE OF 107.97 FEET; THENCE S39°16'58"E, A DISTANCE OF 6.36 FEET; THENCE S18°04'06"E, A DISTANCE OF 28.61 FEET; THENCE S10°07'08"E, A DISTANCE OF 57.62 FEET; THENCE S04°56'16"E, A DISTANCE OF 18.59 FEET; THENCE S23°08'01"E, A DISTANCE OF 20.17 FEET; THENCE S30°00'12"E, A DISTANCE OF 50.08 FEET; THENCE S16°58'21"E, A DISTANCE OF 58.92 FEET; THENCE S24°26'08"E, A DISTANCE OF 49.65 FEET; THENCE S25°03'28"E, A DISTANCE OF 91.95 FEET; THENCE S34°44'03"E, A DISTANCE OF 24.18 FEET; THENCE S64°28'24"E, A DISTANCE OF 62.07 FEET; THENCE N78°45'07"E, A DISTANCE OF 20.50 FEET; THENCE S58°53'05"E, A DISTANCE OF 16.68 FEET; THENCE N84°53'44"E, A DISTANCE OF 48.98 FEET; THENCE S83°12'10"E, A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S61°59'36"W, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALIFAX DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S26°00'43"E, A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S02°22'59"W, A DISTANCE OF 16.76 FEET; THENCE CONTINUE ALONG SAID LINE

S69°26'15"W, A DISTANCE OF 107.40 FEET; THENCE CONTINUE ALONG SAID LINE S81°44'19"W, A DISTANCE OF 335.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.030 ACRES MORE OF LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N89°07'57"E, A DISTANCE OF 3.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1(STATE ROAD 5) (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278 R/W VARIES)); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID NORTHERLY LINE N75°10'06"E, A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°16'47"E, A DISTANCE OF 123.07 FEET TO THE

SAID NORTHERLY LINE OF GOVERNMENT LOT 2; ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29; THENCE ALONG SAID NORTHERLY LINE N89°12'09"E, A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°24'56"E, A DISTANCE OF 74.27 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S77°29'15"W, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 60796 SQUARE FEET, OR 1.396 ACRES MORE OR LESS.

TOGETHER WITH

LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 136.8 FEET OF LOT 3, BLOCK F, EXCLUDING RIGHT-OF-WAY, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.





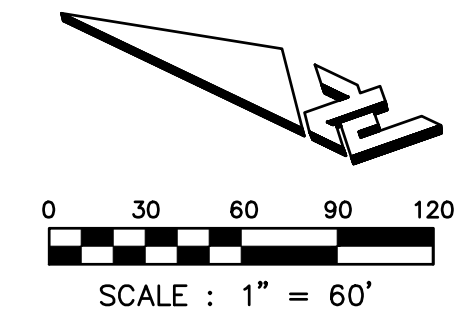
**PROPERTY INFORMATION**

TOTAL ACREAGE: 13.28 AC

LOT	ADDRESS	ACRES
1	115 HERBERT ST	0.13 AC
2	373 HALIFAX DR	1.12 AC
3	110 HERBERT ST	0.31 AC
4	108 HERBERT ST	0.16 AC
5	3814 HALIFAX DR	0.72 AC
6	3840 HALIFAX DR	0.76 AC
7	3858 HALIFAX DR	2.25 AC
8	3965 S RIDGEWOOD AVE	0.14 AC
9	3969 S RIDGEWOOD AVE	0.14 AC
10	3979 S RIDGEWOOD AVE	0.09 AC
11	3900 HALIFAX DR	0.53 AC
12	3920 HALIFAX DR	0.83 AC
13	HALIFAX DR	0.04 AC
14	3999 S RIDGEWOOD AVE	0.15 AC
15	DUNLAWTON AVE	0.13 AC
16	DUNLAWTON AVE	0.14 AC
17	109 DUNLAWTON AVE	0.36 AC
18	3966 HALIFAX DR	0.89 AC
19	RIDGEWOOD AVE	0.85 AC
20	3641 RIDGEWOOD AVE	0.57 AC
21	3925 RIDGEWOOD AVE	0.24 AC
22	3921 RIDGEWOOD AVE	0.10 AC
23	3855 RIDGEWOOD AVE	0.44 AC
24	113 HERBERT STREET	0.22 AC
25	HERBERT STREET R/W	0.44 AC
26	HALIFAX DRIVE R/W	0.93 AC
27	3840 RIDGEWOOD AVE	0.61 AC

**LEGEND:**

① LOT SYMBOL



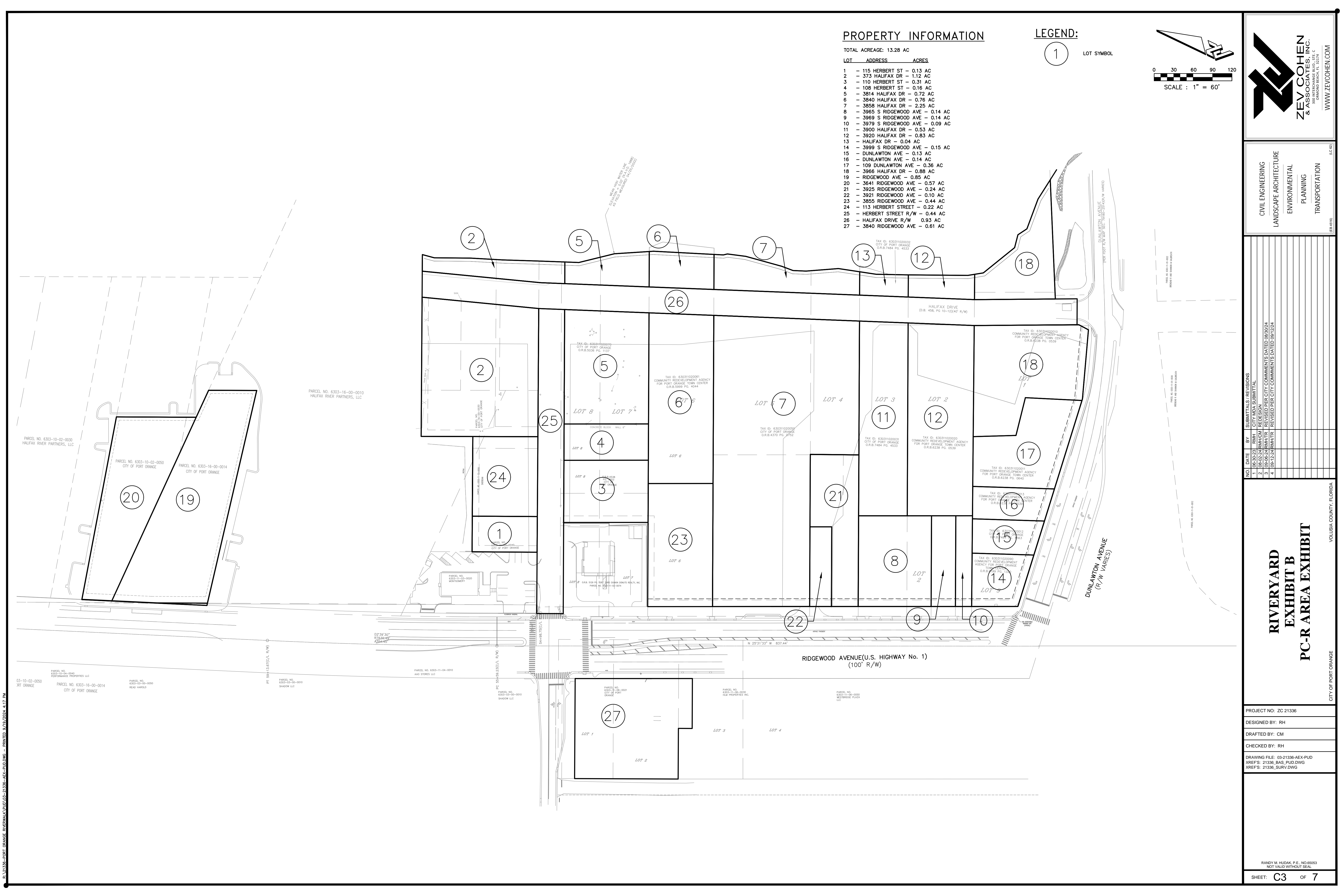
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	08-02-24	RM/ITR	SUBMITTAL
2	08-06-24	RM/ITR	REVISION
3	08-06-24	RM/ITR	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	RM/ITR	REVISED PER CITY COMMENTS DATED 08/12/24

**RIVERYARD  
EXHIBIT B  
PC-R AREA EXHIBIT**

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336  
DESIGNED BY: RH  
DRAFTED BY: CM  
CHECKED BY: RH  
DRAWING FILE: 03-21336-AEX-PUD  
XREFS: 21336\_BAS\_PUD.DWG  
XREFS: 21336\_SURV.DWG



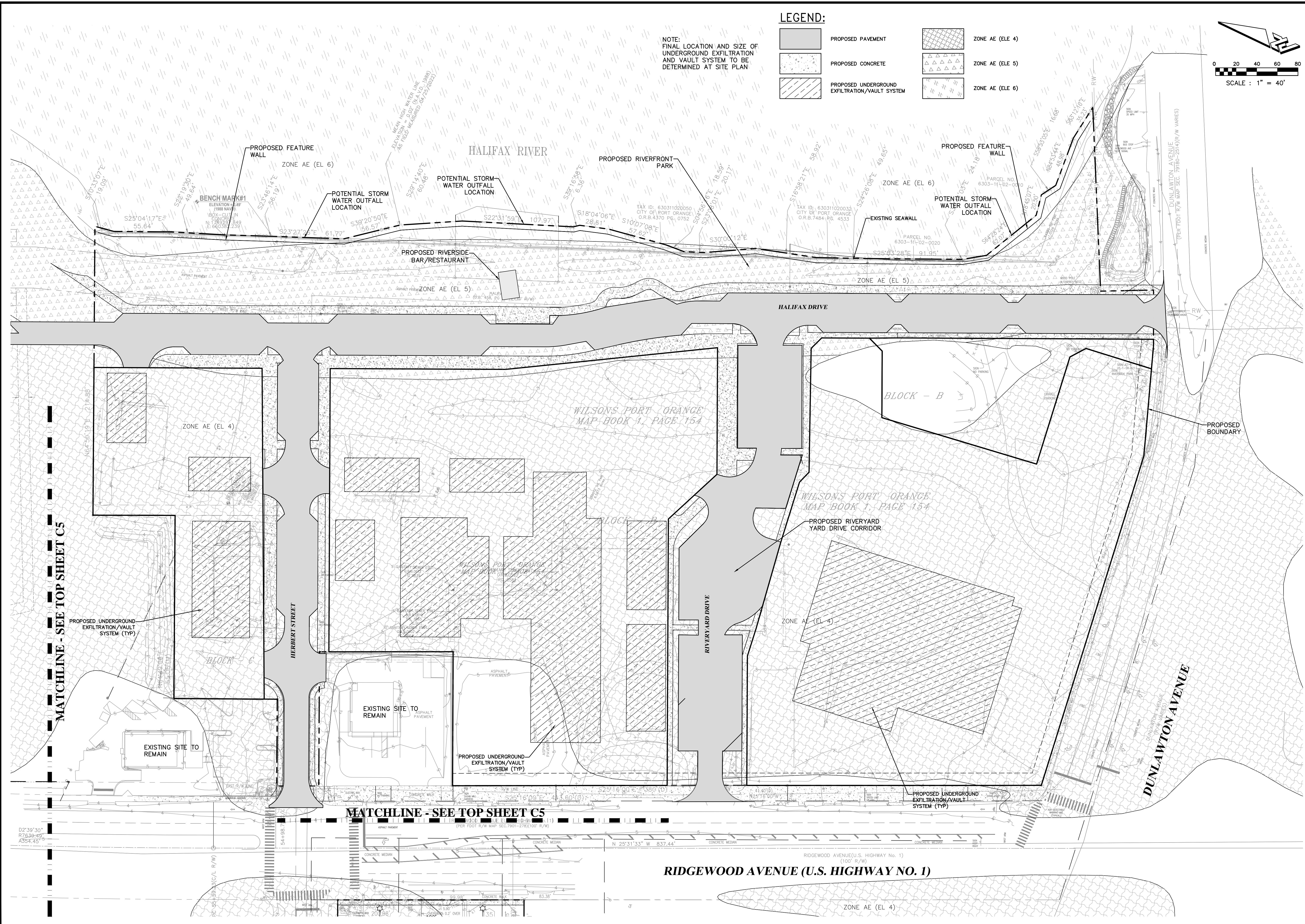
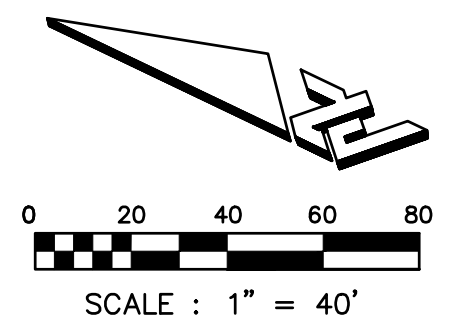
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PL: 211336-PORT ORANGE RIVERMAY/2024/04/25/211336-PGD-DWG - PRINTED: 9/19/2024 4:37 PM

NOTE: FINAL LOCATION AND SIZE OF UNDERGROUND EXFILTRATION AND VAULT SYSTEM TO BE DETERMINED AT SITE PLAN

LEGEND:

	PROPOSED PAVEMENT		ZONE AE (ELE 4)
	PROPOSED CONCRETE		ZONE AE (ELE 5)
	PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM		ZONE AE (ELE 6)



CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 ENVIRONMENTAL PLANNING  
 TRANSPORTATION

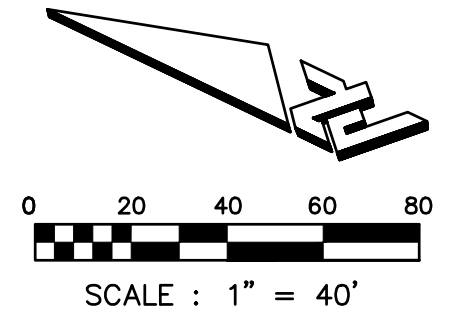
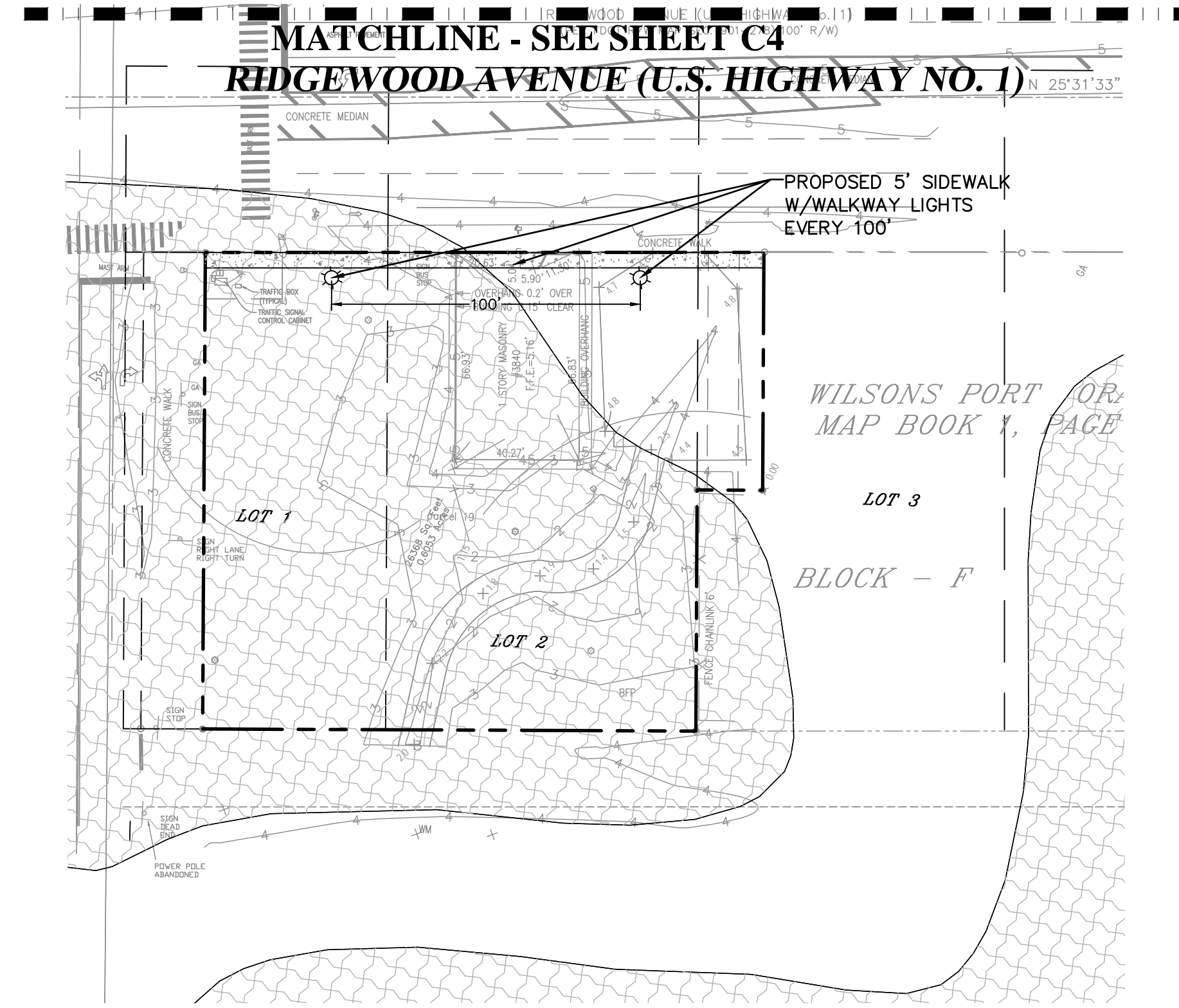
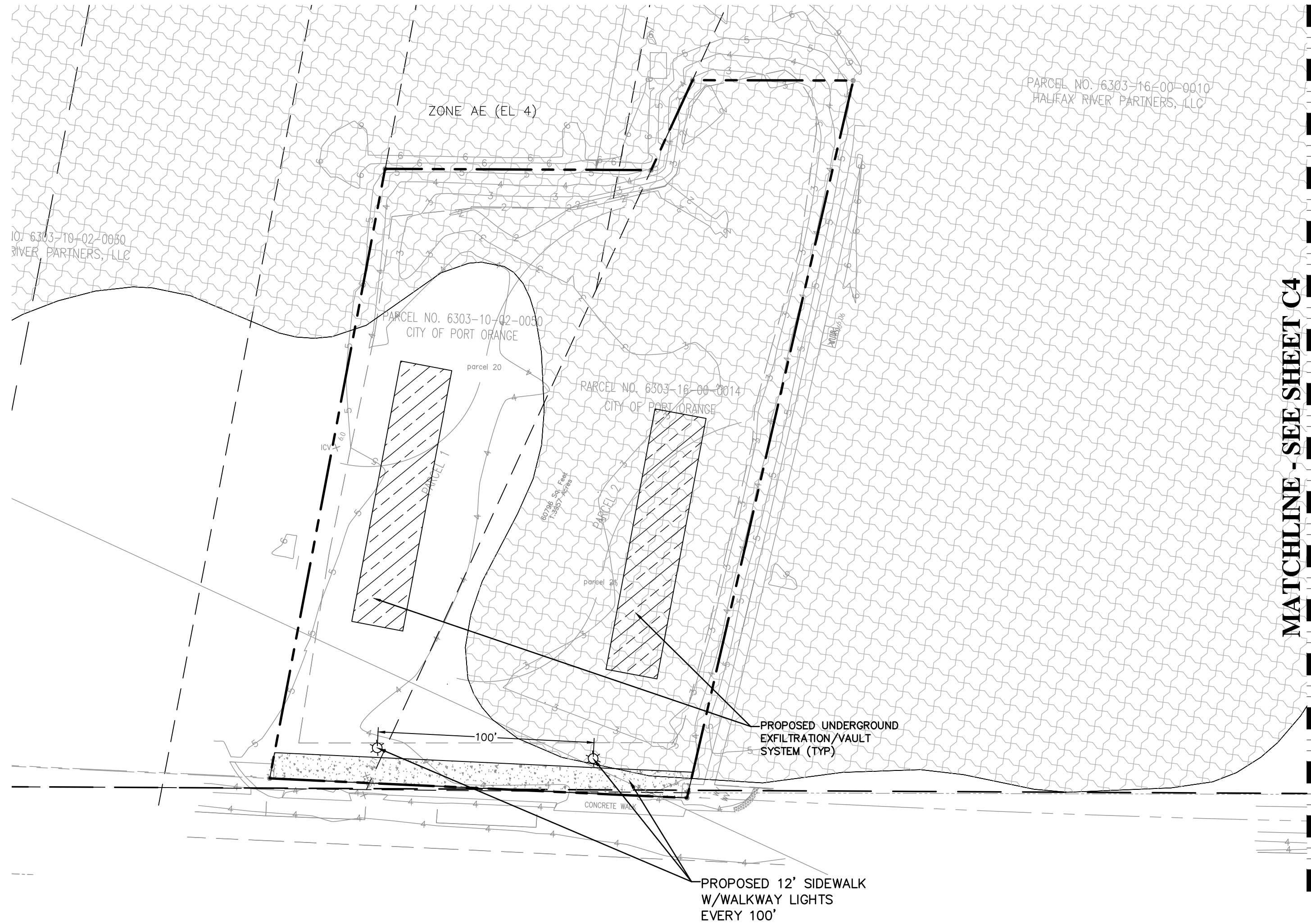
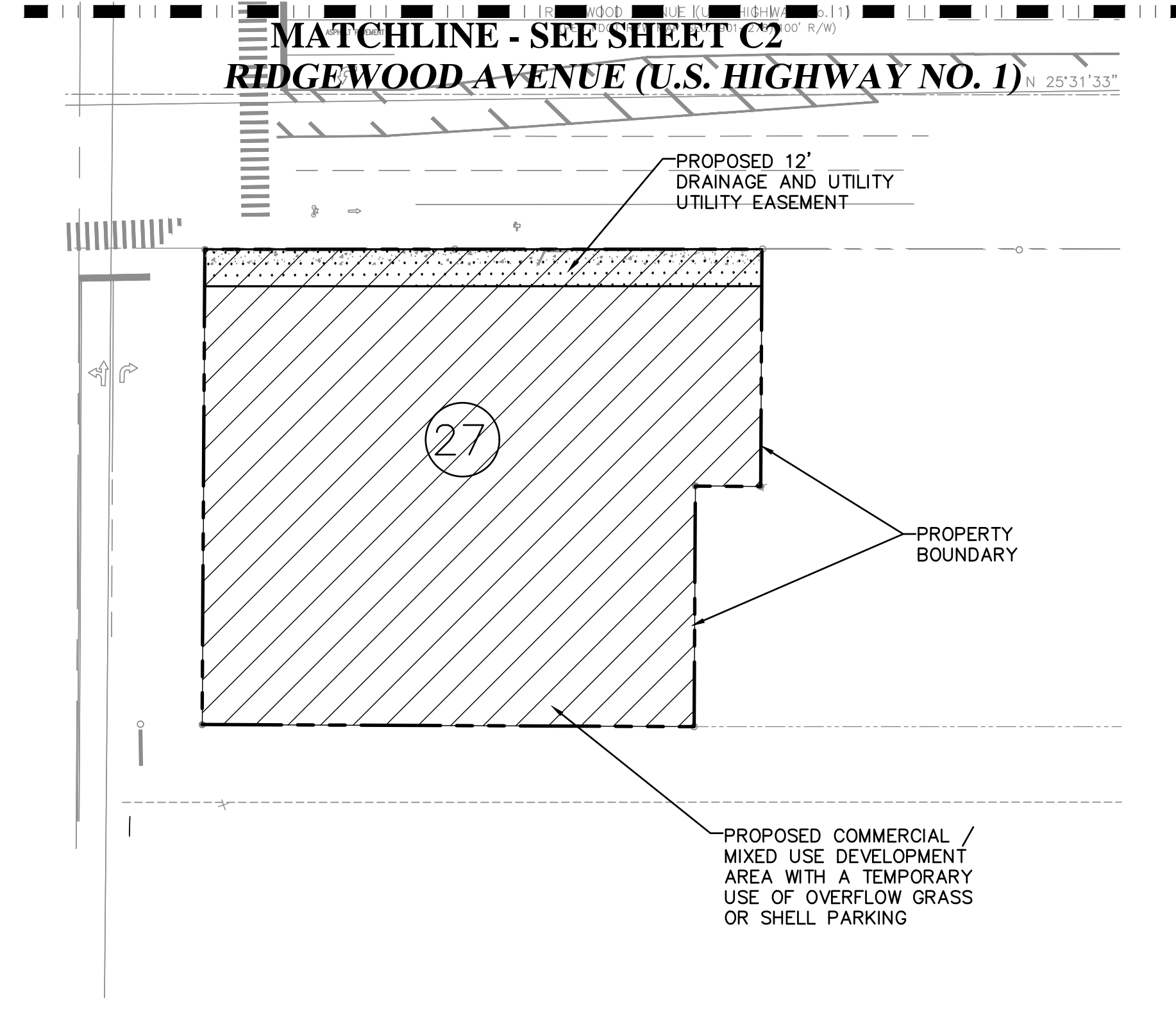
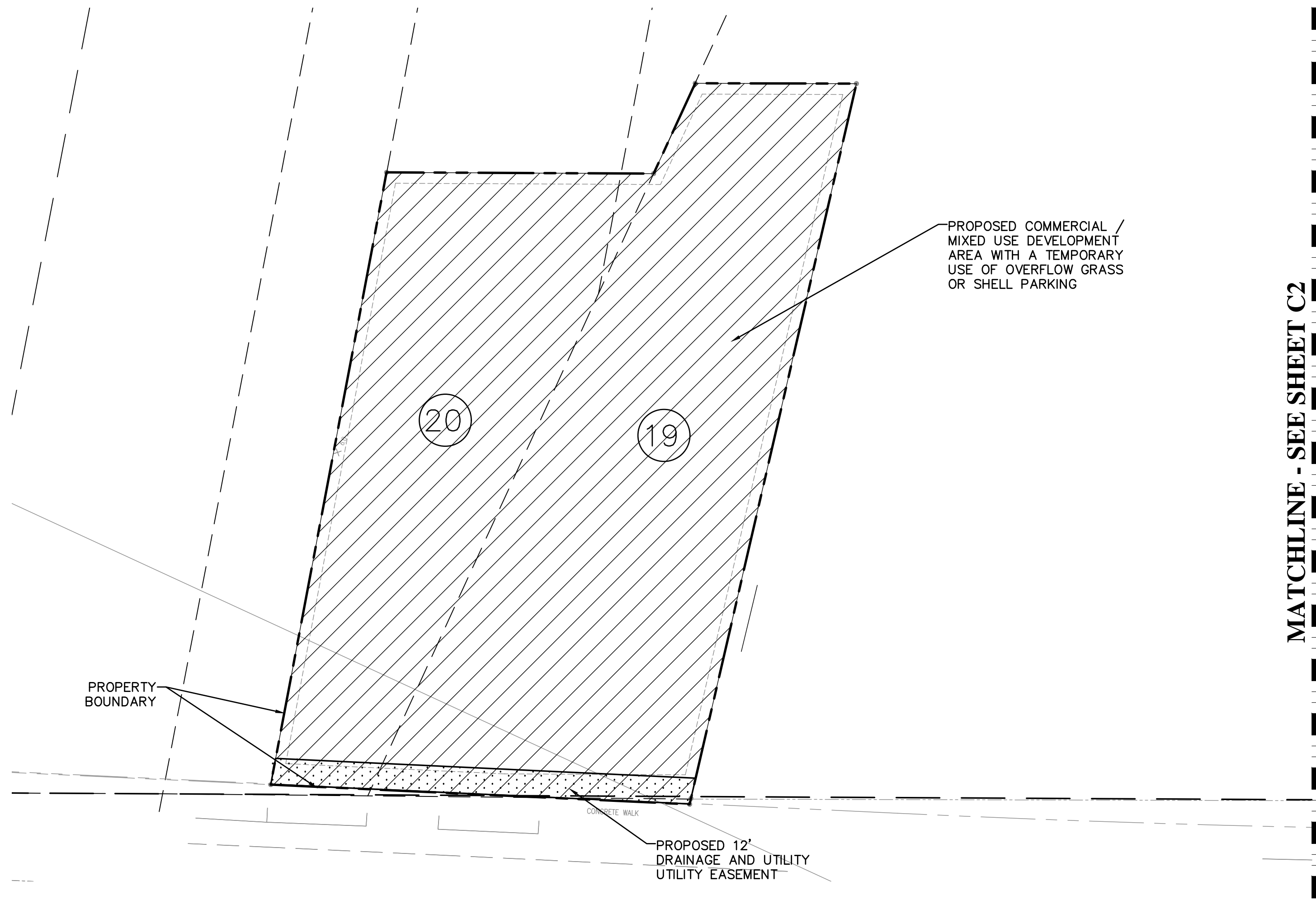
NO.	DATE	BY	SUBMITTALS/ REVISIONS
1	08/02/24	RAMICAM	REVISION
2	08/02/24	RAMICAM	REVISION
3	08/06/24	RAM/HTR	REVISED PER CITY COMMENTS DATED 08/02/24

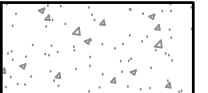

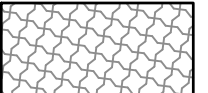

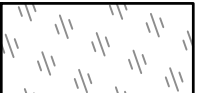

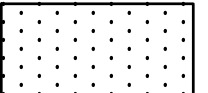
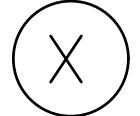
**RIVERYARD EXHIBIT B DRAINAGE EXHIBIT**

CITY OF PORT ORANGE  
 VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 21336  
 DESIGNED BY: RH  
 DRAFTED BY: CM  
 CHECKED BY: RH

DRAWING FILE: 04-05\_21336-PGD-PUD  
 XREFS: 21336\_BAS\_PUD.DWG  
 XREFS: 21336\_SURV.DWG



- LEGEND:**
-  PROPOSED CONCRETE
  -  PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
  -  ZONE AE (ELE 4)
  -  ZONE AE (ELE 5)
  -  ZONE AE (ELE 6)
  -  PROPOSED COMMERCIAL/MIXED USE DEVELOPMENT
  -  12' DRAINAGE AND UTILITY EASEMENT
  -  LOT SYMBOL



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	08-02-24	RH/CM	INITIAL SUBMITTAL
2	08-06-24	RH/CM	REVISION PER CITY COMMENTS DATED 08/02/24
3	08-06-24	RH/CM/ITER	REVISION PER CITY COMMENTS DATED 08/12/24
4	08-12-24	RH/ITER	REVISION PER CITY COMMENTS DATED 08/12/24

**RIVERYARD  
EXHIBIT B  
DRAINAGE PLAN**

YOLUSIA COUNTY, FLORIDA  
CITY OF PORT ORANGE

PROJECT NO. ZC 21336  
DESIGNED BY: RH  
DRAFTED BY: CM  
CHECKED BY: RH

DRAWING FILE: 04-05\_21336-PGD-PUD  
XREFS: 21336\_BAS\_PUD.DWG  
XREFS: 21336\_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65053  
NOT VALID WITHOUT SEAL

R:\21336-PORT ORANGE RIVERYARD\21336-PGD-PUD.DWG - PRINTED: 9/19/2024, 4:18 PM

NO.	DATE	BY	SUBMITTALS/REVISIONS
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2	08-02-24	RAM/CM	REVISION
3	08-06-24	RAM/HTR	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	RAM/HTR	REVISED PER CITY COMMENTS DATED 08/12/24

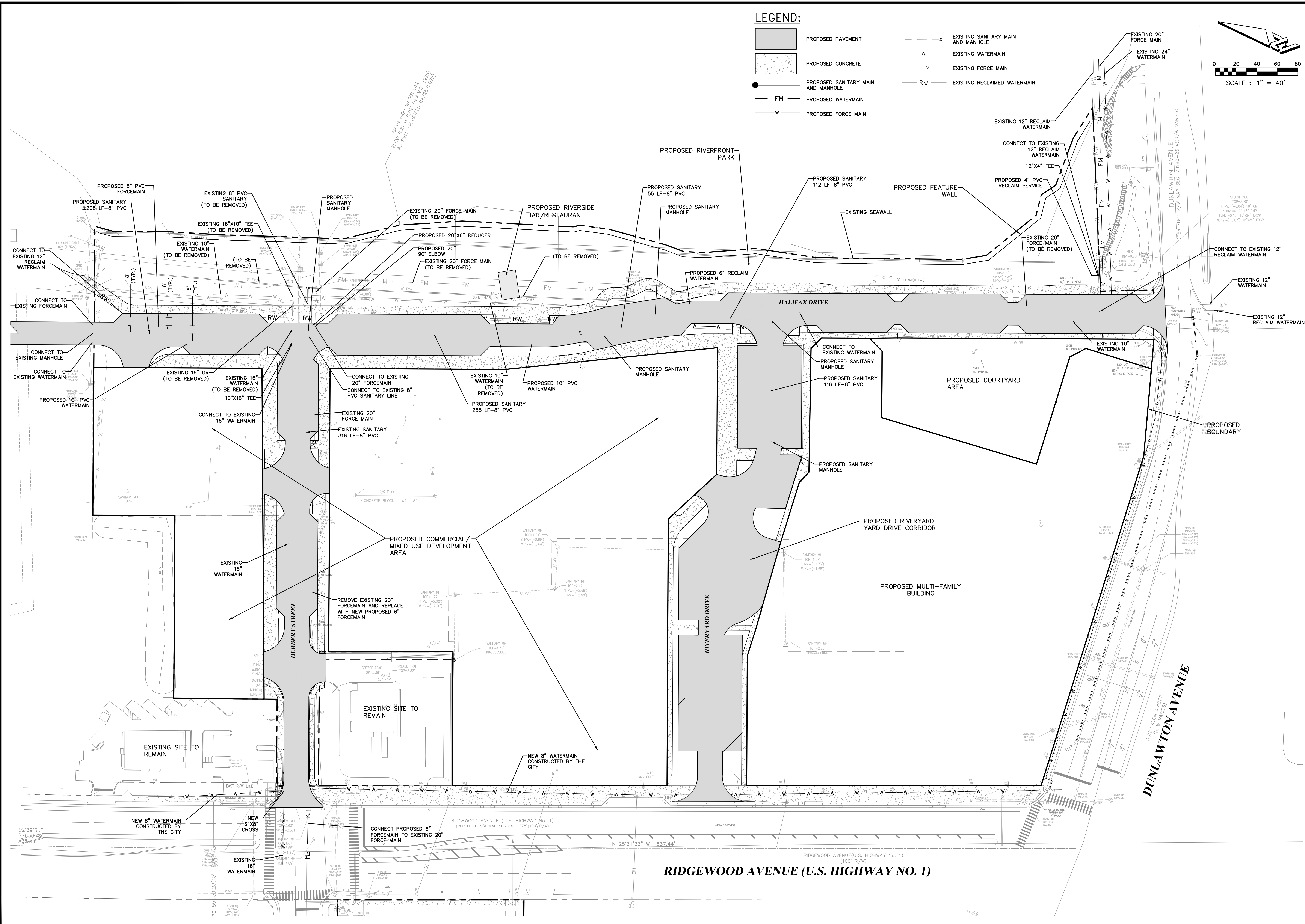
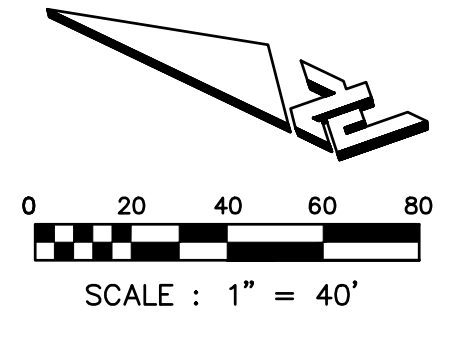
**RIVERYARD EXHIBIT B UTILITY PLAN**

PROJECT NO.: ZC 21336  
 DESIGNED BY: RH  
 DRAFTED BY: CM  
 CHECKED BY: RH

DRAWING FILE: 06-21336-UTL-PUD  
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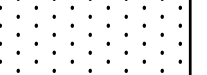

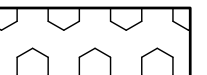
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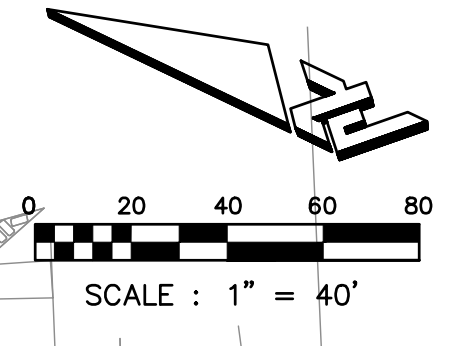
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- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FORCE MAIN
- EXISTING SANITARY MAIN AND MANHOLE
- EXISTING WATERMAIN
- EXISTING FORCE MAIN
- EXISTING RECLAIMED WATERMAIN



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**LEGEND:**

-  PROPOSED PAVEMENT
-  PROPOSED CONCRETE
-  12' DRAINAGE AND UTILITY EASEMENT
-  ACCESS EASEMENT
-  ACCESS & UTILITY EASEMENT




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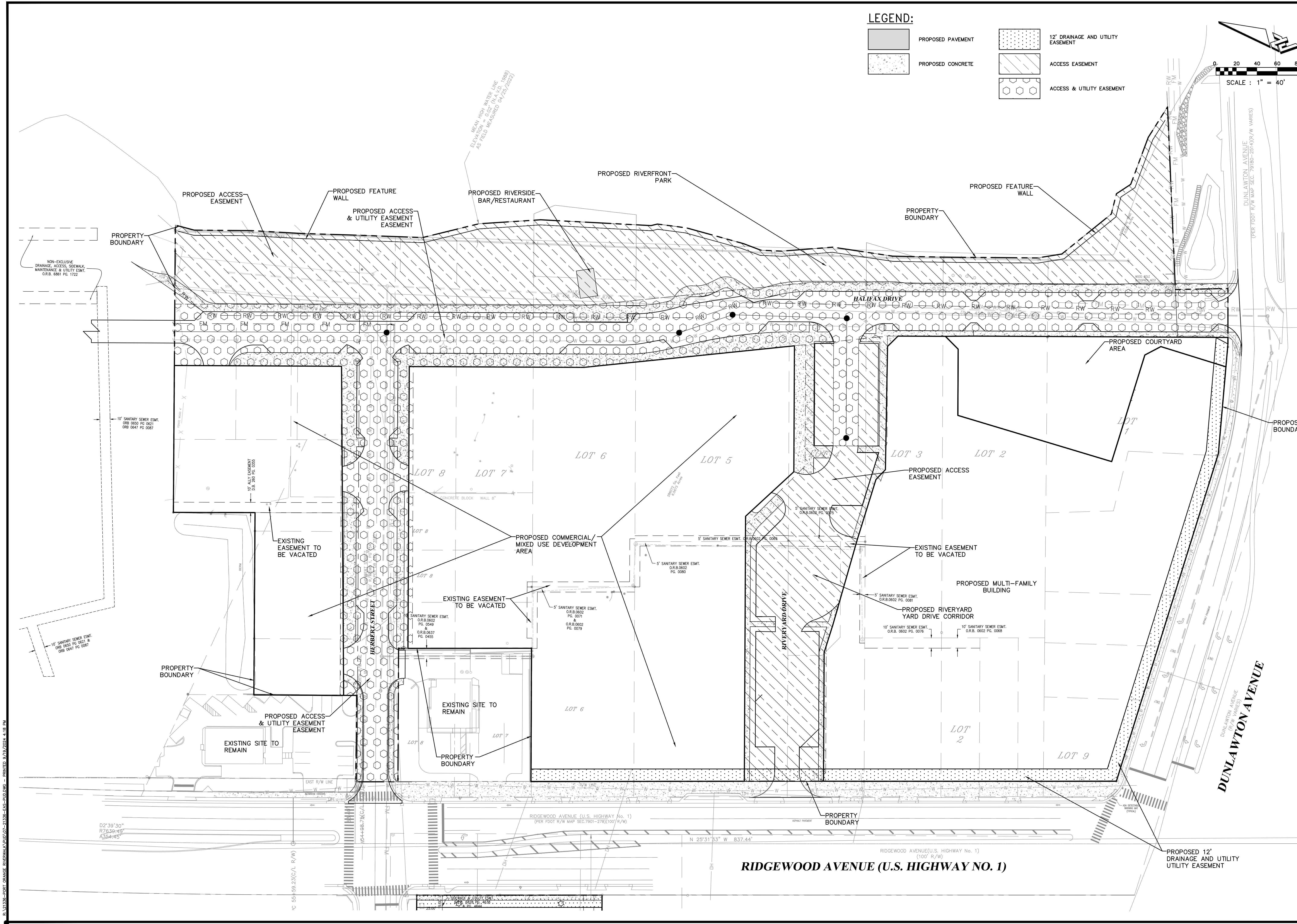
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3	08-06-24	RM/HTR	REVISION PER CITY COMMENTS DATED 08/12/24
4	08-12-24	RM/HTR	REVISION PER CITY COMMENTS DATED 08/12/24

**RIVERYARD EXHIBIT B EASEMENT EXHIBIT**

YOLUSIA COUNTY, FLORIDA  
 CITY OF FORT ORANGE

PROJECT NO. ZC 21336  
 DESIGNED BY: RH  
 DRAFTED BY: CM  
 CHECKED BY: RH

DRAWING FILE: 07-21336-EAS-PUD  
 XREFS: 21336\_BAS\_PUD.DWG  
 XREFS: 21336\_SURV.DWG



**EXHIBIT D**

**Amended Riveryard Architectural Styles Exhibit**

EXHIBIT "D"

# RIVERWALK // APARTMENTS //

CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

02/03/23

**RIVERWALK**  
CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

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development group

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# The Vision.

Inspiration Images

02103123

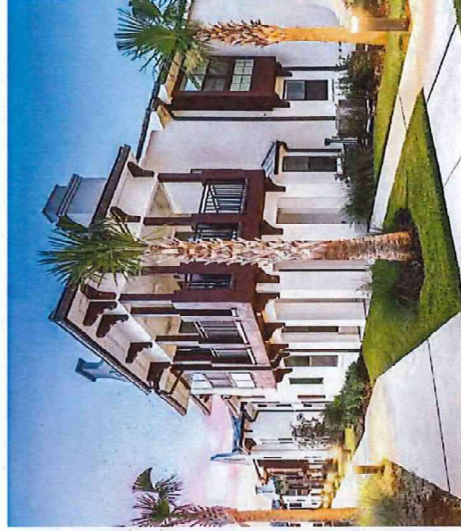
**RIVERWALK**  
CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

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Classical *architect*



02/03/23

**RIVERWALK**  
CONCEPTUAL DEVELOPMENT  
PLAN PRESENTATION

**bristol**  
development group

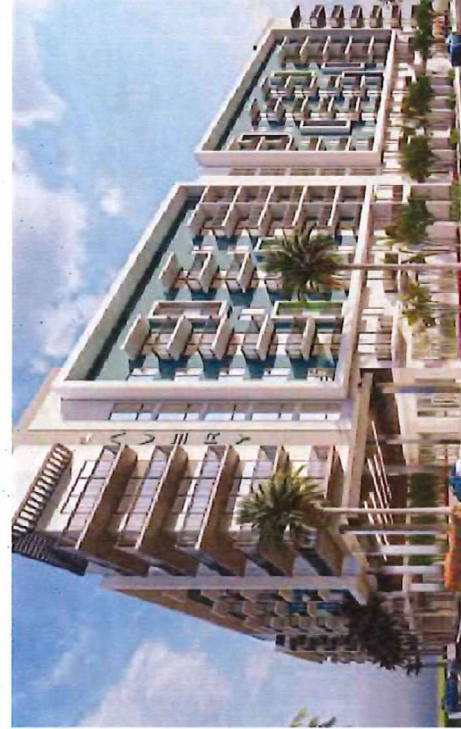
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The Vision.

Modern



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PLAN PRESENTATION

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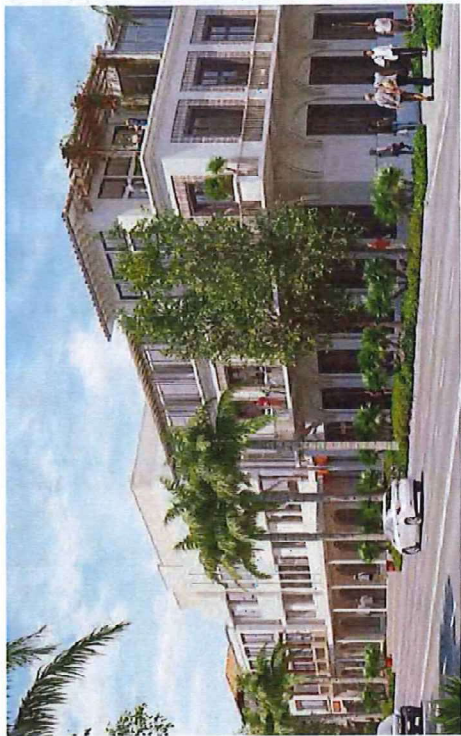
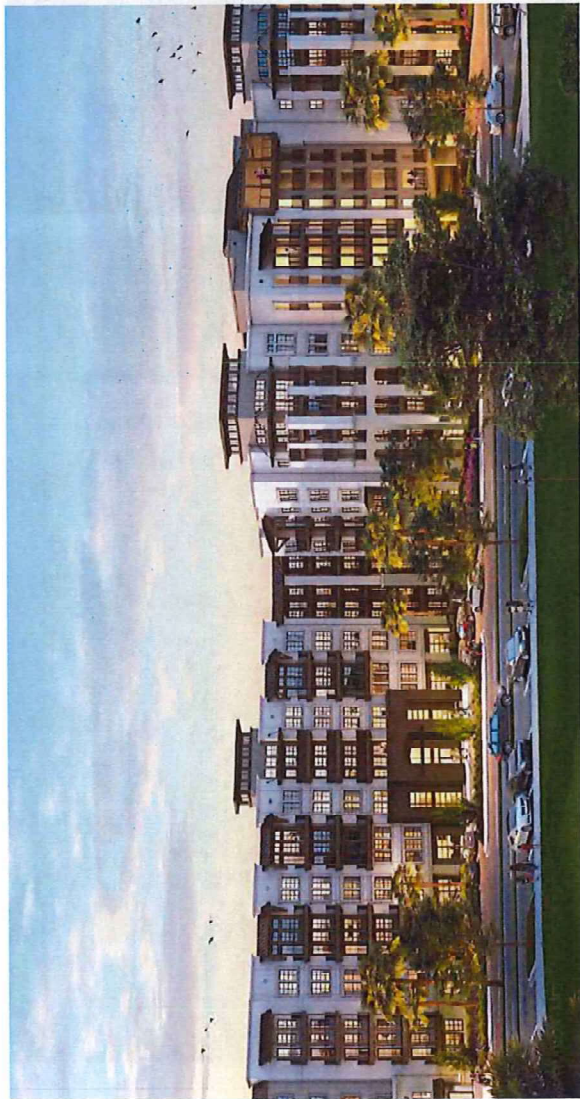
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The Vision.

02/03/23

Contemporary



02/03/23

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PLAN PRESENTATION

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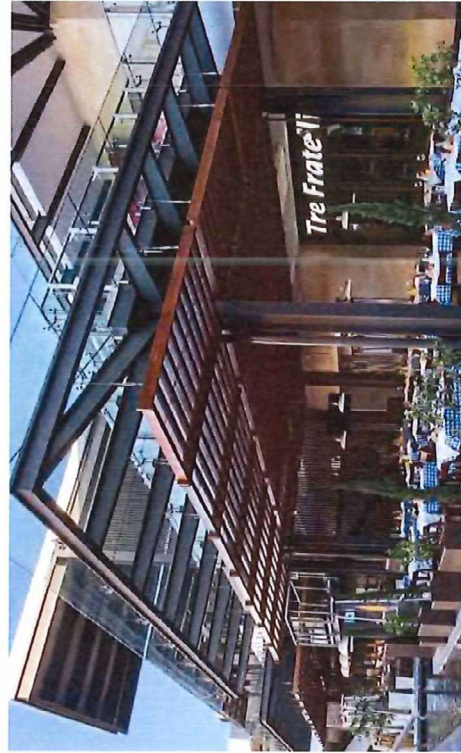
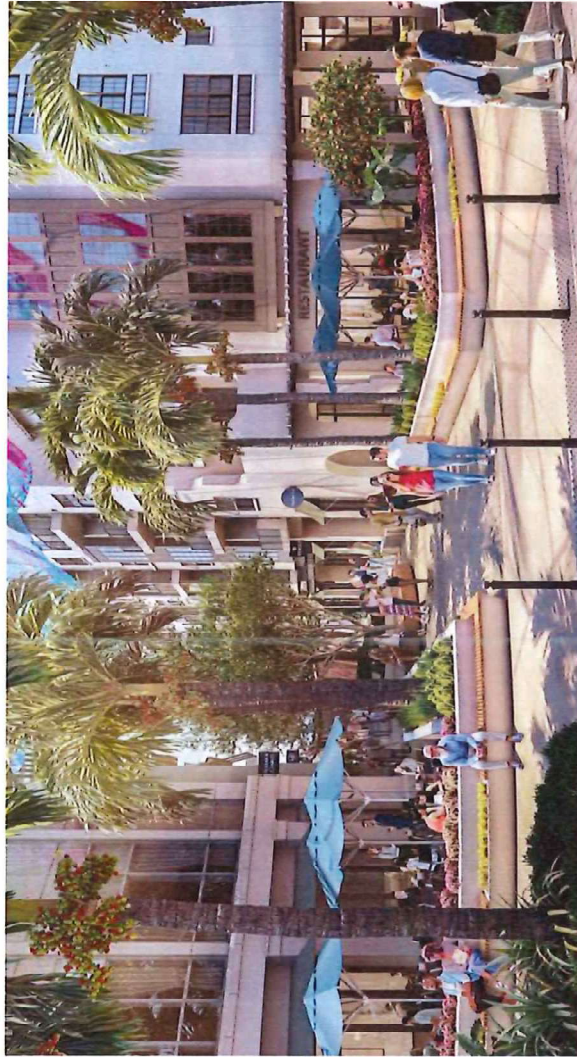
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Retail



02|03|23

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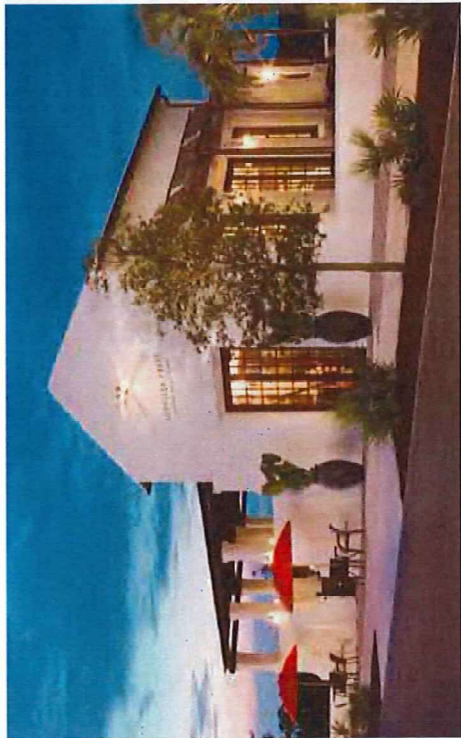
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02 | 03 | 23

**Mixed use / Retail**



02 | 03 | 23

**RIVERWALK**  
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PLAN PRESENTATION

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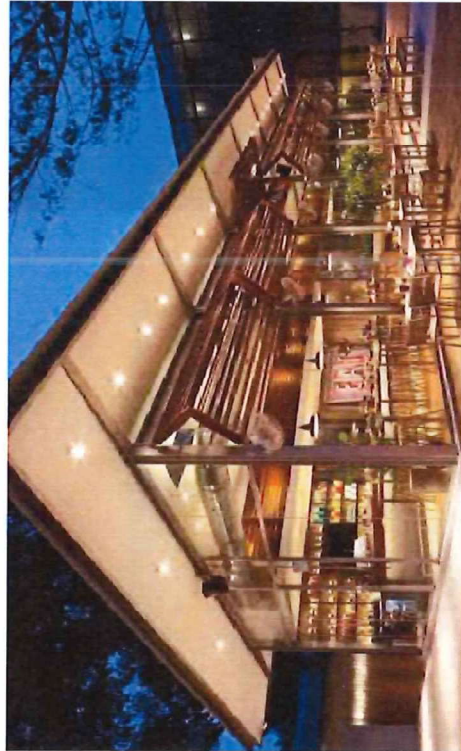
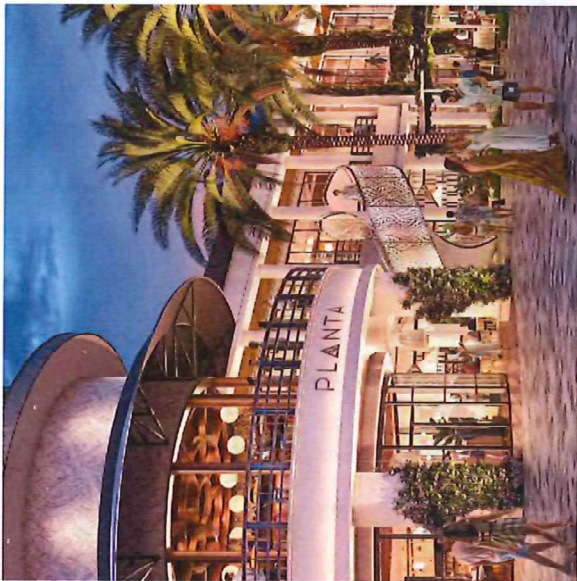
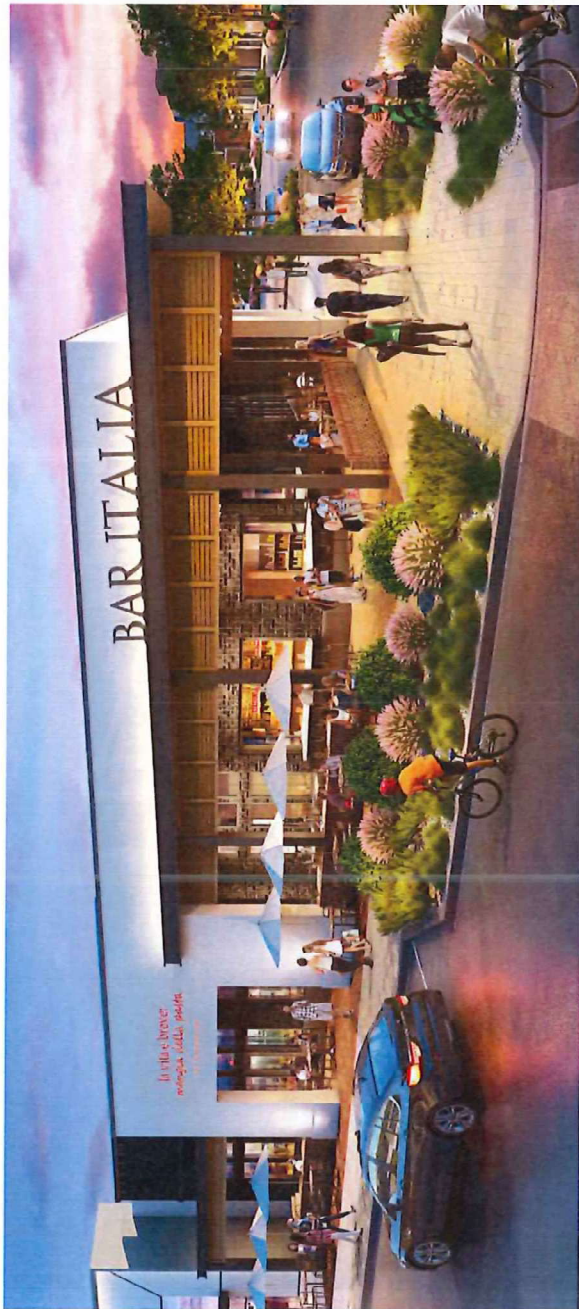
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**Mixed use / Retail**



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## STAFF REPORT

2<sup>nd</sup> Amendment to the Riveryard Master Development Agreement and Conceptual Development Plan  
Case No. PRZA-24-0006

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<b>REQUEST:</b>	To approve the 2 <sup>nd</sup> Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to clarify some development parameters, such as a simplified list of permitted uses, revise the multi-family parking ratio, and update the CDP layout.
<b>LOCATION:</b>	Northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Figure 1)
<b>APPLICANT:</b>	Bristol Port Orange Partners, LLC
<b>PROPERTY OWNERS:</b>	City of Port Orange and Port Orange Town Center; Community Redevelopment Agency; Bristol Port Orange Partners, LLC; Joan Sheridan Trust; JLS888 INC; Ralph & Tammy Heotzler
<b>STAFF CONTACT:</b>	Tim Burman, Community Development Director
<b>STAFF RECOMMENDATION:</b>	Approval
<b>PLANNING COMMISSION:</b>	Recommended Approval 4-0 (September 26, 2024)
<b>CITY COUNCIL:</b>	October 15, 2024 (Continued to November 6, 2024)
<b>PORT ORANGE TOWN CENTER CRA &amp; CITY COUNCIL:</b>	November 6, 2024

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### INTRODUCTION

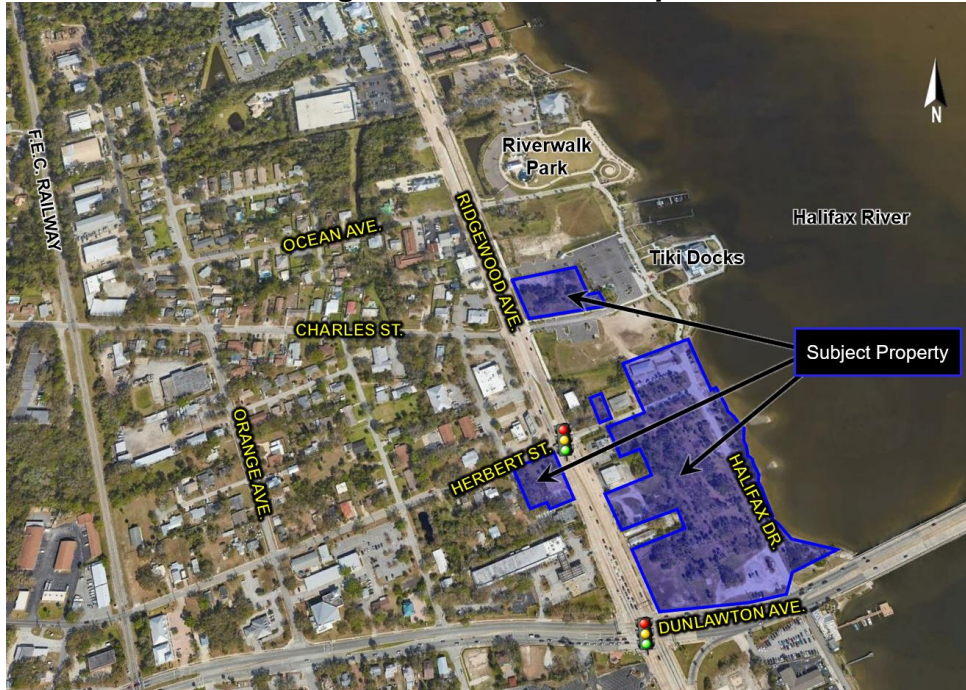
In September 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency approved the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Bristol Development Group's (Bristol) transformative mixed-use project located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, along the Halifax River (see Figure 1 – Page 2).

Over the last twelve months, Bristol has continued to make progress in critical areas, including preparing design plans (site plan, architectural drawings, and landscape plans), additional property acquisition, discussions with other permit agencies (FDOT, SJRWMD, DEP, etc.), preparing Economic Incentive Agreements with the City, refinement of construction estimates, and developing a plan to activate the waterfront with interim uses such as a food truck court, coffee shop, and recreation and entertainment amenities.

According to Bristol, information collected over the last year as they continued to develop their project led to some minor adjustments having to be made to the MDA and CDP. Since these adjustments pertained to text listed in the MDA and/or CDP, an amendment to the MDA and CDP was required to make these minor adjustments. The proposed amendment to the CDP does **not** change Bristol's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer,

lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

**Figure 1 – Location Map**



**DISCUSSION**

The following minor adjustments and modifications are proposed to the amendment to the Riveryard MDA and CDP:

**Site Layout**

The revised CDP remains similar to the layout on the CDP approved in 2023. The revised CDP has more area set aside for commercial uses and public surface parking, less area for multi-family uses and parking (Table 1), and has shifted the intersection of Riveryard Drive and Ridgewood Avenue to the center of the development.

**Table 1. Conceptual Development Plan Comparison**

	<b>2023 Plan (Acreage)</b>	<b>2024 Plan (Acreage)</b>	<b>Overall Change (Acreage)</b>
Multifamily/Parking Garage/Courtyard	4.59	3.19	(1.40)
Commercial/Mixed-Use/Parking	2.59	3.77	1.18
Private R/W & On-Street Parking	2.38	2.53	0.15
Riverfront Park	1.45	1.52	0.07
<b>Total Acreage</b>	<b>11.01</b>	<b>11.01</b>	<b>0.00</b>

The modifications to the CDP do **not** change Bristol’s overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

Figure 2. 2023 Conceptual Development Plan

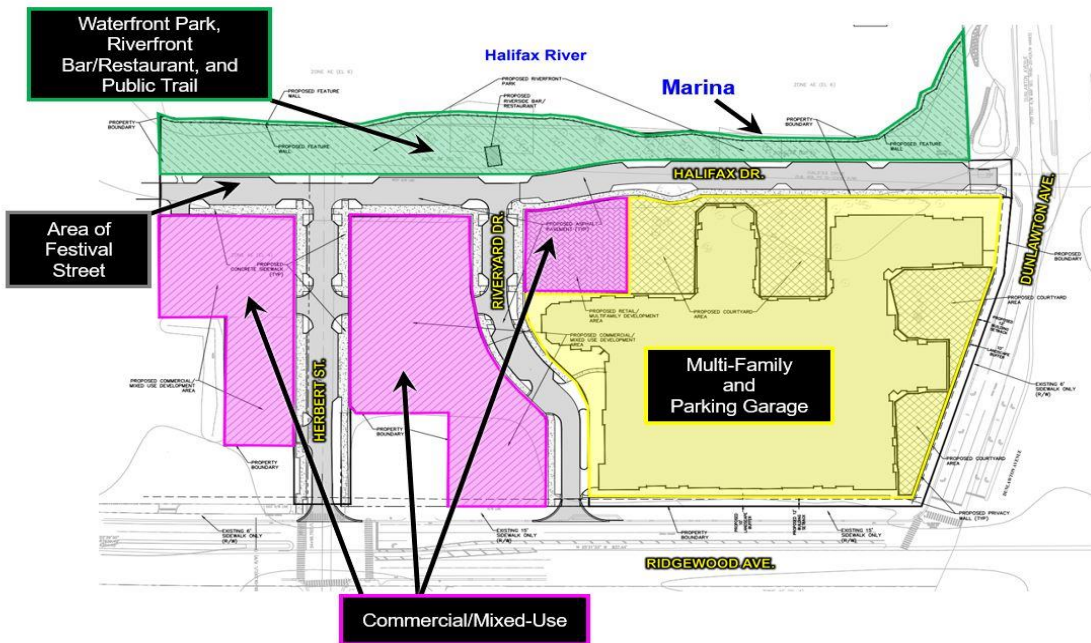
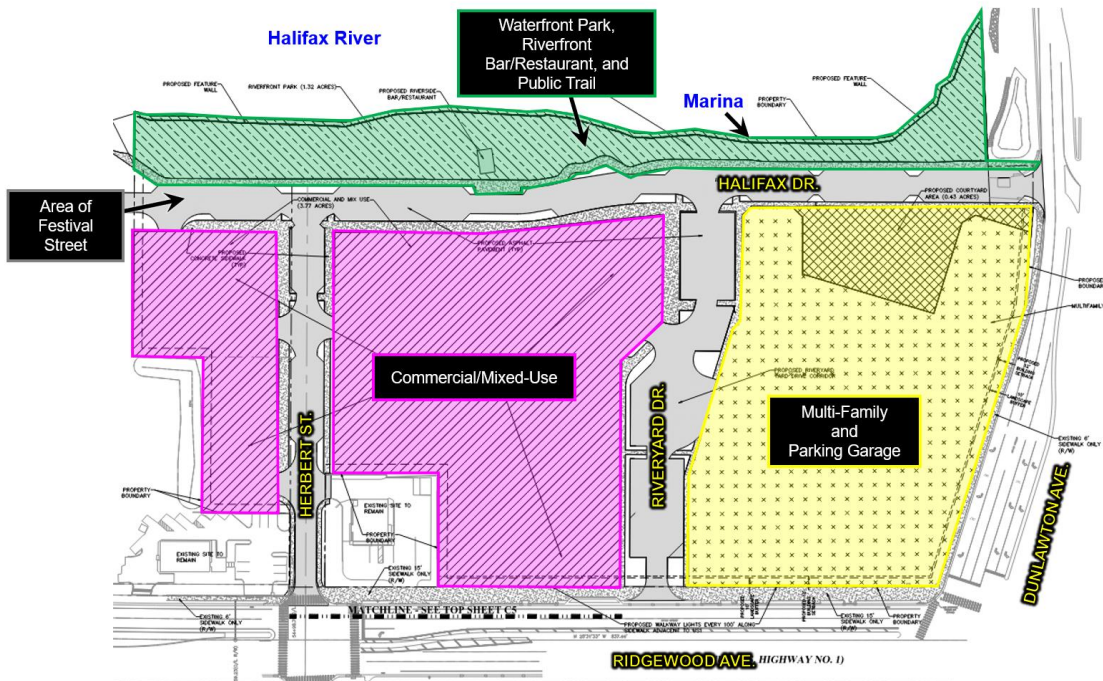


Figure 3. 2024 Conceptual Development Plan



### Public Parking

The parking areas for the proposed development are shown on the CDP. According to the proposed amendment, the parking for the multi-family units will still be in a multi-level parking garage, and at least 300 parking spaces will be set aside for the public to access commercial uses, the waterfront park, and events on Festival Street. According to the MDA, the parking requirement for commercial uses is five spaces per 1,000 square feet. Providing 300 parking spaces for 30,000 square feet of commercial exceeds the required number of parking spaces by 150 spaces.

The current MDA states that public parking could also be provided in the lower parking garage levels, along with surface parking lots or on-street parking spaces. The proposed amendment does **not** reduce the number of public parking spaces the developer is required to provide, just that required public parking spaces will be provided in surface parking lots or on-street.

**Multi-Family Parking Requirements**

The current multi-family parking requirement in the MDA is 1.3 spaces per residential unit. The proposed amendment will revise the multi-family parking requirement from 1.3 to 1.25 spaces per residential unit.

According to Bristol, the proposed parking ratio will provide sufficient parking for a multi-family complex based on the traffic typically generated by a multi-family development within a mixed-use project. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, indicates that the average parking ratio for a low/mid-rise apartment over a 24-hour period is between 1.10 and 1.37 spaces per residential unit. The proposed 1.25 parking spaces per residential unit is within the ITE-suggested range. According to Bristol, the proposed parking ratio has been used in other mixed-use projects they have developed and provides sufficient parking for the multi-family complex.

While the number of 1-bedroom units has yet to be finalized, Bristol anticipates that 60% to 62% of the multi-family units will be 1-bedroom units and 38% to 40% will be 2- and 3-bedroom units. According to Bristol, in their other multi-family projects, the 1-bedroom units are rented to single residents with one vehicle, and the occupants of the 2- and 3-bedroom units typically have two cars. Therefore, having more 1-bedroom units compared to the 2- and 3-bedroom units results in the need for fewer parking spaces per unit.

According to Bristol, the modified parking requirement is consistent with the December 2022 parking study prepared by Walker Consultants. In 2023 when the 1.3 parking space per multi-family unit was approved, the percentage of 1-bedroom units was anticipated to be 55% of the total multi-family units. With the expected increase in the percentage of 1-bedroom units (5% to 7%) and Bristol’s experience in multi-family development, the requested parking requirement of 1.25 spaces per multi-family unit will be sufficient.

The current MDA allows a maximum of 460 residential units to be developed within the Riveryard project area. However, according to Bristol, the anticipated number of residential units to be constructed will be around 275. If approved, the revised parking requirement would result in a slight decrease in the number of spaces to be provided compared to the current parking requirement in the MDA.

**Table 2. Parking Requirement Comparison**

	Number of Residential Units	Required Spaces at 1.3 Parking Spaces per Residential Unit	Required Spaces at 1.25 Parking Spaces per Residential Unit	Difference Between 1.3 and 1.25 Parking Spaces per Residential Unit
Maximum Number of Residential Units Allowed	460	598	575	(23)
Projected Residential Units Allowed	275	357	344	(13)

**Permitted Uses**

The list of allowed uses within the portion of the Riveryard project area located east of Ridgewood Avenue has been revised to ensure that the commercial portion of the project is developed with experiential uses. The current MDA allows banks and office uses to be developed as part of the ground floor commercial uses. The proposed amendment removes bank as a permitted use, allows for ATM kiosks, and restricts office uses to the 2<sup>nd</sup> floor and above. The following table shows the current and proposed list of allowed uses for the Riveryard project area.

2023 Permitted Uses	2024 Permitted Uses
<ol style="list-style-type: none"> <li>1. Bike, kayak &amp; other recreational equipment rentals</li> <li><del>2. Banks</del></li> <li><del>3. Office (permitted on any floor)</del></li> <li>4. Animal grooming and wellness</li> <li>5. Game/recreation facilities</li> <li>6. Health/exercise clubs</li> <li>7. Brewery</li> <li>8. Amphitheater</li> <li>9. Multifamily dwellings and Townhomes</li> <li>10. Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.</li> <li>11. Bars, lounges, and nightclubs</li> <li>12. Hotel</li> <li>13. Marina</li> <li>14. Outdoor fruit and vegetable or craft market</li> <li>15. Retail uses</li> <li>16. Personal services</li> <li>17. Restaurants</li> <li>18. Public/civic facilities</li> <li>19. Microbrewery</li> <li>20. Craft food and beverage producer</li> </ol>	<ol style="list-style-type: none"> <li>1. Bike, kayak &amp; other recreational equipment rentals</li> <li>2. <u>ATM kiosks</u></li> <li>3. <u>Professional and medical offices (2<sup>nd</sup> floor and above only)</u></li> <li>4. Animal grooming or wellness</li> <li>5. Game/recreation facilities</li> <li>6. Health/exercise clubs</li> <li>7. Brewery</li> <li>8. Amphitheater</li> <li>9. Multifamily dwellings and Townhomes</li> <li>10. Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.</li> <li>11. Bars, lounges, and nightclubs</li> <li>12. Hotel</li> <li>13. Marina (marina which allows for overnight stay for up to seven (7) days)</li> <li>14. Outdoor fruit and vegetable or craft market</li> <li>15. Retail uses</li> <li>16. Personal services</li> <li>17. Restaurants</li> <li>18. Public/civic facilities</li> <li>19. Microbrewery</li> <li>20. Craft food and beverage producer</li> </ol>

The proposed uses are consistent with the Planned Community-Riverwalk Future Land Use designation, which states, “the area shall be a mixed-use entertainment location,” “promote river-based activities and events to attract citizens,” and “develop a unique riverfront location based on a healthy mix of entertainment, retail, office, and housing uses.” The proposed uses provide entertainment and a usable riverfront for residents of Port Orange and tourists.

The proposed permitted uses for the former ArtHaus property (3840 Ridgewood Avenue) include uses allowed in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD), which allows for general retail, office, and restaurant uses.

**Drive-Thru**

The properties that make up the Riveryard project area are located in the Riverwalk Overlay District (ROD), and according to the ROD, a drive-thru facility can only be permitted if approved by the City Council as part of an MDA. The proposed amendment allows for one drive-thru at the former Dave’s Pest Control property (3641 Ridgewood Avenue) and one drive-thru at the former ArtHaus property (3840 Ridgewood Avenue). A drive-thru developed at either property will be required to comply with all development requirements in the LDC related to a drive-thru.

**Figure 4. Properties A Drive-Thru Facility Is Proposed To Be Permitted**



**Figure 5. Example of Drive-Thru Architecturally Incorporated into a Commercial Building**



### **Future Development on the ArtHaus Property**

The proposed amendment clarifies that future development of the former ArtHaus property (3840 Ridgewood Avenue) located on the southwest corner of Herbert Street and Ridgewood Avenue shall be developed according to the dimensional criteria (setbacks, open space, building height, etc.) in the Land Development Code for the Ridgewood Development (RD) district and all site development requirements in the Land Development Code. The allowed uses in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD) include general retail, office, and restaurant use. According to the applicant, there are no plans to develop this property at this time.

### **Timeframe**

The proposed 2<sup>nd</sup> Amendment adds text that states if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse, except that any vested development rights shall be permitted to remain in place according to the Riveryard MDA and CDP, and associated amendments.

### **CONSISTENCY WITH COMPREHENSIVE PLAN**

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use (FLU) Map. The Planned Community-Riverwalk land use standards and the policies within the Port Orange Town Center (POTC) CRA Plan are to guide the development of a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. In 2023, the original MDA and CDP were found to be consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and CRA Plan, and the proposed amendment does not change the overall development framework and remains consistent with these plans.

### **PUBLIC NOTICE**

A Public Notice sign was posted on the site on August 22, 2024. As of September 20, 2024, staff has not received any phone calls regarding the proposed Amendment.

### **RECOMMENDATION**

Staff recommends approval of the 2<sup>nd</sup> Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to review and approval by the City Attorney's Office for legal form and content.

### **ATTACHMENT**

Exhibit 1: 2<sup>nd</sup> Amendment to the Riveryard Master Development Agreement and Conceptual Development Plan (see Ordinance Exhibit)



# Business Impact Estimate

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

Ordinance No. 2024-19 – Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law<sup>1</sup> for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):  
A request by the applicant approve the 2nd Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to clarify some development parameters, such as a simplified list of permitted uses, revise the multi-family parking ratio, and update the CDP layout to support the redevelopment of the subject property within the POTC CRA.

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

- (a) An estimate of direct compliance costs that businesses may reasonably incur:  
N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:  
N/A
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:  
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
N/A

4. Additional information the governing body deems useful<sup>2</sup> (if any):  
This ordinance does not change the applicant's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

<sup>2</sup> You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



# CITY COUNCIL AND PORT ORANGE TOWN CENTER CRA AGENDA ITEM

AGENCY MEETING DATE: 11/6/2024

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**SUBJECT:** (C5) First Reading - Ordinance No. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION: CRA Motion:** Move to recommend approval of Ordinance No. 2024-23 and authorize the CRA Chair and Agency Clerk to execute all necessary documents.

**City Council Motion:** Move to approve Ordinance No. 2024-23 and authorize Mayor and City Clerk to execute all necessary documents.

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**SUMMARY:** The proposed amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange where an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. Currently, the Code of Ordinance permits the consumption of any alcoholic beverage at the following city-owned locations:

1. The municipal golf course
2. The premises located at Riverside Pavilion
3. The Palmer College of Chiropractic, Florida campus located on City Center Parkway
4. Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments, or other governmental entities.
5. Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization and subject to strict compliance with federal, state, and local laws governing alcoholic beverages.

The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding the Port Orange Riverwalk Open Container Area to the list of city-owned areas where the consumption of alcoholic beverages is allowed. Said area is more particularly described as the city-owned concrete/paver walkway area located between the terminus of Ocean Avenue right-of-way at the Halifax River and the terminus of the concrete/paver walkway at Halifax Drive. In addition, the proposed amendment establishes parameters on the consumption of alcohol within the Port Orange Open Container Area. Allowing the consumption of alcoholic beverages within the Port Orange Open Container Area

allows customers from current (Tiki Docks Restaurant) and future businesses (Bristol's Interim Use - Food Truck Court) to consume alcoholic beverages as they move from business to business.



The proposed amendment is based on reviewing other codes for cities in Florida and Georgia that allow open containers on a Riverwalk area, such as Tampa, Jacksonville, and Savannah. Staff found these cities generally had the following requirements for open containers: 1) alcohol must be in an approved to-go cup from a participating business, 2) limited to only one drink can be carried at a time, 3) alcohol must be purchased from one of the facilities adjacent to the Riverwalk, no one can bring their own alcohol, and 4) no drinking allowed in the designated open container area before 11 a.m. or after 12 p.m. (midnight). If approved, signage will be installed to identify the limits where an individual can consume an alcoholic beverage on the walkway, and trash receptacles are located along the walkway.

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA). The amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and establishing the Riverwalk and Down Under Entertainment Districts. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music or performances.

**ATTACHMENTS:**

1.	Ordinance No. 2024-23	Ordinance No. 2024-23.pdf
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2.	Revised Business Impact Estimate ORD 2024-23	Revised Business Impact Estimate ORD 2024-23.pdf
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Penelope Cruz  
Tim Burman  
Shannon Balmer

Created/Initiated - 10/14/2024  
Approved - 10/25/2024  
Final Approval - 10/25/2024

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ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-3 RELATING TO THE LIST OF PROPERTIES EXEMPT FROM THE GENERAL PROHIBITION OF POSSESSION AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY OWNED OR CONTROLLED BY THE CITY OF PORT ORANGE AND ESTABLISHING CERTAIN PARAMETERS FOR THE CONSUMPTION THEREOF; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage and support the redevelopment and activation efforts to create commercial/entertainment destination areas within the Port Orange Town Center Community Redevelopment Area (CRA); and

WHEREAS, the City Council recognizes the demand for alcoholic beverages associated with certain entertainment and sporting venues; and

WHEREAS, the City Council, in furtherance of said efforts, wishes to amend the list of properties/locations owned by the City of Port Orange that an individual can possess and consume an open container of an alcoholic beverage; and

WHEREAS, the City Council intends to establish certain parameters for the newly added property as it relates to the consumption of an alcoholic beverage in an open container; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

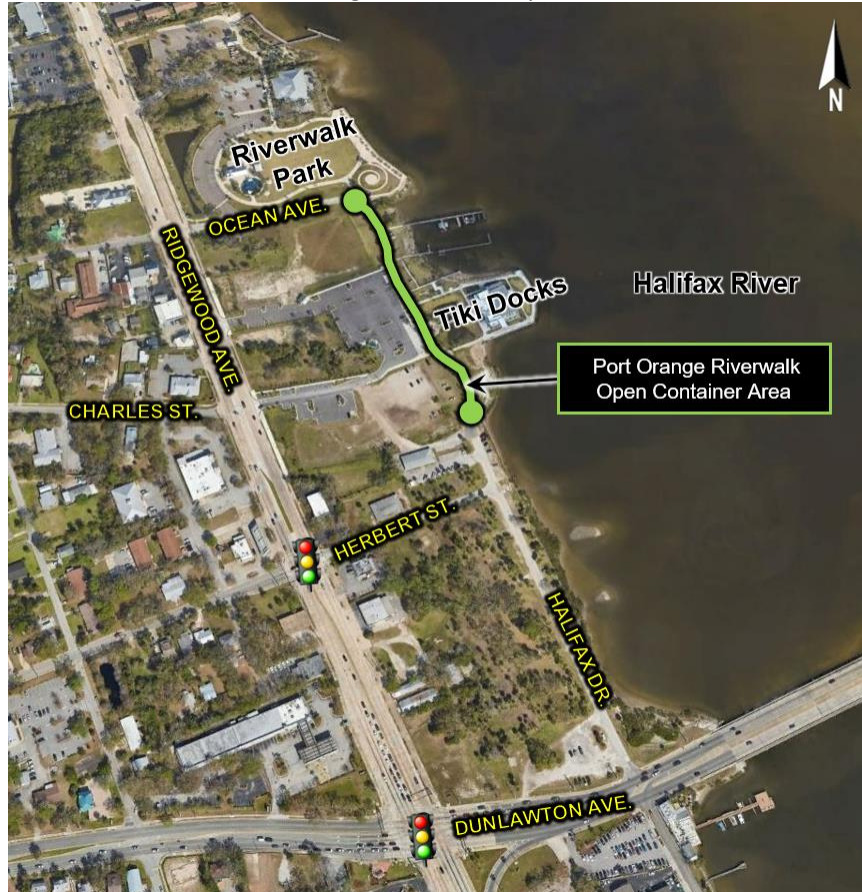
**SECTION 1.** The City Council of the City of Port Orange, Florida hereby amends Chapter 6, Article I, Section 6-3 of the Code of Ordinances to read as follows:

**Sec. 6-3. Drinking in public.**

- (a) *General prohibition.* It shall be unlawful for any person to possess any open container of alcoholic beverage or to consume any alcoholic beverage on the streets, sidewalks or thoroughfares, or on any public property, including, but not limited to, any public building, facility, park, playground, recreational facility, right-of-way, parking lot, and any other property owned or controlled by the City of Port Orange, unless expressly permitted in compliance with provisions of this section. This prohibition shall not apply to and no permit shall be required for possession or consumption of an alcoholic beverage at the following properties:
- (1) The municipal golf course;
  - (2) The premises located at Riverside Pavilion and legally described in a lease agreement between the city and an organization which is incorporated and active as a corporation not for profit pursuant to F.S. ch. 617;
  - (3) The Palmer College of Chiropractic, Florida campus located on City Center Parkway as described in that certain referenced lease agreement recorded in Official Records Book 4944 at Page 1791 of the Public Records of Volusia County, Florida;
  - (4) Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments or other governmental entities; ~~and~~
  - (5) Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization, and subject to strict compliance with federal, state and local laws governing alcoholic beverages; ~~and~~
  - (6) Port Orange Riverwalk Open Container Area. The city does hereby create an area comprised of the concrete and paver walkway located between the terminus of the Ocean Avenue right-of-way at the Halifax River and the terminus of the concrete and paver walkway at Halifax Drive, as shown in Figure 1 below, hereinafter designated as the Port Orange Riverwalk Open Container Area, subject to strict compliance with federal, state and local laws governing alcoholic beverages and the following limitations:
    - a. Possession of open containers of alcohol within the Port Orange Riverwalk Open Container Area is subject to the following:
      1. A person who legally obtains an alcoholic beverage from a licensed premises, licensed by the state for the sale of alcoholic beverages, pursuant to Florida Statutes, and said premises is located adjacent to the Port Orange Riverwalk Open Container Area, may possess and/or consume the alcoholic beverage within the Port Orange Riverwalk Open Container Area so long as the alcoholic beverage is in an Approved Container.
      2. No person may possess more than one open container of an alcoholic beverage in an Approved Container within the Port Orange Riverwalk Open Container Area.

3. Possession and consumption of alcoholic beverages within the Port Orange Riverwalk Open Container Area shall be between the hours of 11:00 a.m. and 12:00 a.m. (midnight), each day.
4. Except as provided in this subsection, possession of any open container containing an alcoholic beverage within the Port Orange Riverwalk Open Container Area shall be unlawful and punishable in accordance with the appropriate laws.

Figure 1 - Port Orange Riverwalk Open Container Area



(b) *Definitions.*

Approved Container means a cup that bears the logo of the licensed premises at which the alcoholic beverage was purchased, is no larger than 16 ounces, for use in the Port Orange Riverwalk Open Container Area.

*[The remainder of the section is unchanged]*

**SECTION 2.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be

renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 3.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**SECTION 5.** This ordinance shall become effective immediately upon final passage by the City Council.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Passed and adopted on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Senior Assistant City Attorney



# Business Impact Estimate

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

Ordinance No. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law<sup>1</sup> for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange where an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding the city-owned concrete/paver walkway (open container area) located between the Ocean Avenue right-of-way and termination of the walkway into Halifax Drive to the list of city-owned areas where the consumption of alcoholic beverages is allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful<sup>2</sup> (if any):

Allowing the consumption of alcoholic beverages on this city-owned walkway allows customers from current (Tiki Docks Restaurant) and future businesses (Bristol's Interim Use - Food Truck Court) to consume alcoholic beverages as they move from business to business.

<sup>2</sup> You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.