AGENDA

CALL TO ORDER

Invocation
Flag Salute
  Swearing in of Council Member Patricia Stevenson
  Swearing in of Council Member Phyllis Butlien
  Swearing in of Mayor Karen Chasez

ROLL CALL

APPOINTMENTS

Selection of Vice Mayor

PUBLIC PARTICIPATION: For any items NOT ON THE AGENDA, citizen comments are limited to three (3) minutes per speaker. For items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

1. Regular City Council Meeting December 7, 2022
2. Special City Council Meeting December 21, 2022

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Proclamation National Human Trafficking Awareness

CONSENT AGENDA

3. The Parks and Recreation Department is requesting Council approve the attached Youth Flag Football Referee Agreement.

PUBLIC HEARINGS

4. Staff is requesting City Council approve the first reading Ordinance No.14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD’s boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement. (Quasi-Judicial)

5. Staff is requesting City Council approve the first reading of Ordinance No. 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD’s boundaries.
COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

A. Mayor and Council Members
B. City Manager
C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting January 18, 2023, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she 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 (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.
CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, and Council Member Stevenson are present. Council Members Pappalardo and Sell are absent.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; David Rodriguez, Help Desk Technician; and, Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items NOT ON THE AGENDA, citizen comments are limited to three (3) minutes per speaker. For items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

The Riviera Bella Homeowner’s Association presented a check in the amount of $400 to Orange City Fire Chief Ronnie Long for the DeBary Children’s Christmas Toy Drive.

Jacqueline Schutt addressed Council.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes from the Regular City Council Meeting November 2, 2022, and the Special City Council Meeting November 16, 2022. Seconded by Council Member Stevenson. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS: Jay Strother, Principal, and Dr. Shaunn Smith, Support Facilitator, Highbanks Learning Center were not in attendance.

Citizen’s Academy Graduation: The 2022 Citizen’s Academy participants were introduced and presented with certificates and City pins.

CONSENT AGENDA:

City Manager is requesting City Council approve the Purchaser’s Waiver of Condition to move forward with the purchase of the Riverbend South property, a.k.a. Alexander Island.

The Parks and Recreation Department is requesting Council approve the attached Piggyback Agreement with Musco Lighting through Sourcewell Cooperative Purchasing to complete the Bill Keller Court Lighting Project.
Staff is requesting City Council authorize the City Manager to execute Kimley-Horn Individual Project Order No. 2 to continue development of the City’s GIS platform.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Stevenson. Motion passed unanimously.

**PUBLIC HEARINGS:**

Staff is requesting City Council approve the first reading of Ordinance No. 14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD’s boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement. (Quasi-Judicial)

Mayor briefly reviewed the quasi-judicial hearing process.

City Attorney read the Ordinance into the record.

City Clerk swore in all those who wished to speak.

Mayor disclosed she had attended a community meeting on the subject property. No other Council Member had ex parte communications.

Staff reviewed the amendment and timeline.

Mark Watts, Cobb Cole, representing the applicant, addressed Council.

Dean Barbieri, the applicant, addressed Council.

Motion by Mayor Chasez to continue the first reading of Ordinance No. 14-2022 to January 4, 2023, at 6:30 p.m. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve the first reading Ordinance No. 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD’s boundaries.

City Attorney read the Ordinance into the record.

Motion by Vice Mayor Butlien to continue the first reading of Ordinance No. 09-2022 to January 4, 2023, at 6:30 p.m. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve the Order of Condemnation for 3 Amigos Road, DeBary, FL. (Quasi-Judicial)

City Clerk swore in all those who wished to speak.

Council Members had no ex parte communications.

Staff reviewed the timeline of the incidents at the property.
No one addressed Council.

Motion by Vice-Mayor Butlien to approve the condemnation and demolition order (Exhibit A of the agenda item) and to authorize the City Manager to execute a demolition agreement up to $35,000. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications
   A. Mayor and Council Members
   B. City Manager
   C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Special City Council Meeting December 21, 2022, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:03 p.m.

APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chazez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Jason Schaitz, Parks & Recreation Director; Delaney Lehman, Recreation Manager, David Rodriguez, Help Desk Technician; and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

PRESENTATIONS:
Christmas Light Contest Awards: Winners were announced and presented with trophies. Please see attached for the list of winners.

Christmas Parade Contest Awards: Winners were announced and presented with trophies. Please see attached for the list of winners.

NEW BUSINESS:
Staff is requesting City Council approve Neel Schaffer, Inc. Task Order to perform the Lake Monitoring Program for FY 2022-23, in an amount of $51,204.

City Manager reviewed the Task Order.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Neel Schaffer Task Order and authorize the City Manager to execute the agreement. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the Neel Schaffer, Inc. Task Order to perform the Transportation Planning & Engineering services based upon the City’s Community Planning Technical Assistance Grant agreement with the Department of Economic Opportunity (DEO) in the amount of $75,000.00.

City Manager reviewed the Task Order.
No one addressed Council.

Motion by Council Member Stevenson to approve the Neel Schaffer Task Order and authorized the City Manager to execute the agreement. Seconded by Council Member Sell. Motion passed unanimously.

City Manager is requesting City Council approve a new position, Engineer, effective January 1, 2023.

City Manager reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve an Engineer position effective January 1, 2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council approve a new position, Economic Development and Government Affairs Director, effective January 1, 2023.

City Manager reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve an Economic Development and Government Affairs Director position effective January 1, 2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications
   A. Mayor and Council Members
   B. City Manager
   C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP:  City Council Meeting January 4, 2023, 6:30 p.m.

ADJOURN:  The meeting was adjourned at 7:48 p.m.

APPROVED:
CITY COUNCIL
CITY OF DEBARY, FLORIDA

_________________________________  ________________________________________
Annette Hatch, CMC, City Clerk                      Karen Chasez, Mayor
CITY OF DEBARY
LIGHT THE NIGHT CONTEST 2022 WINNERS

SANTA’S FAVORITE
(Best Display that has an Organized Theme)
1st Place – Robert Boggs (416 Quail Meadow Ct)
2nd Place – Jazmin Scotta (339 Hickory Springs Ct)
3rd Place – Tanya Holoman (8 Surrey Road)

MISFIT TOYS
(Best Use of Inflatables or Characters)
1st Place – Robert Vaughn (625 Hayman Ct)
2nd Place – Christine Smith (11 Ranch Trail)
3rd Place – Robert Turek (70 Hollow Pine Dr)

CHRISTMAS SPIRIT NORTH
(Captures Classic or Traditional Christmas)
1st Place – Wayne Winegardner (532 Quail Hill Dr)
2nd Place – Shawndra Wilson (277 Adelaide St)
3rd Place – Sherrie Loyd (525 Bernasek Dr)
CITY OF DEBARY
LIGHT THE NIGHT CONTEST 2022 WINNERS

CHRISTMAS SPIRIT SOUTH
(Captures Classic or Traditional Christmas)
1st Place–Nathan Balo (64 Keeble Ave)
2nd Place–Michael Brown (242 Buena Vista Dr)
3rd Place–Kenneth Kiefer (2 Pleasant Hill Dr)

DEBARY’S FAVORITE
MOST POPULAR VOTED BY DEBARY RESIDENTS
1ST PLACE–Michael Brown (242 Buena Vista)
RUNNER UP–Wayne Winegardner (532 Quail Hill Dr)

HOA DIVISION
1st Place–DeBary Golf and Country Club
2nd Place–Springview
3rd Place–Saxon Woods
4th Place–Hampton Hills Estates
5th Place–The Reserve At DeBary
CHRISTMAS PARADE 2022
Rockin' Around The Christmas Tree
FLOAT WINNERS

ADULT CIVIC
1ST PLACE—MIDFLORIDA JEEP CLUB
2ND PLACE—VFW POST #8093
3RD PLACE—VOLUSIA COUNTY SHERIFF’S OFFICE

ADULT/YOUTH CIVIC
1ST PLACE—CHAPMAN FAMILY
2ND PLACE—FOUR TOWNES MOOSE LODGE #655
3RD PLACE—DEBARY GOLF CARTIN’

YOUTH CIVIC
1ST PLACE—SINGPHONY CHILDREN’S CHORUS
2ND PLACE—CUB SCOUT PACK 241
3RD PLACE—BOY SCOUT TROOP 306

COMMERCIAL
1ST PLACE—DISCOM REALTY INC
2ND PLACE—RIVER CITY CHIRO AND INJURY
3RD PLACE—DARKWOLF MMA

GRAND CHAMPION
CHAPMAN FAMILY
REQUEST

The Parks and Recreation Department is requesting Council approve the attached Youth Flag Football Referee Agreement.

PURPOSE

The request is needed at this time to have a new agreement in place prior to Youth Flag Football starting back up again this Spring.

CONSIDERATIONS

We started reaching out to current and prospective referee associations at the end of June for coverage for our Youth Flag Football Leagues. The current agreement has expired after this past season so we were getting quotes to initiate a new agreement. The associations that were contacted are all the known officials associations that serve our area (Volusia and Seminole County). We have had a great relationship with this group and their referees for several years and recommend continuing to partner with them to cover our league.

COST/FUNDING

Youth Flag Football Referees are budgeted in the Parks and Recreation budget for contracted services line item 001-7201-572-3400.

RECOMMENDATION

It is recommended that the City Council approve the attached Youth Soccer Referee Agreement with American Sports Officials, Inc.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will begin to work with American Sports Officials, Inc. to schedule referees for our upcoming Youth Flag Football league.
ATTACHMENTS

Attachment A: Youth Flag Football Referee Agreement
City of Debary Youth Flag Football Referee Agreement

WHEREAS, the City of Debary (hereinafter the “City”) is agreeable to allowing the Assignor known as American Sports Officials, Inc. (hereinafter the “Assignor”) to provide referee services for the City of Debary Youth Flag Football Leagues; and

WHEREAS, it is desirable that the respective duties and responsibilities of the respective parties be set forth in a written Agreement; and

WHEREAS, both parties hereto are in Agreement that the services rendered by the Assignor are for the good and betterment of the community and in the best interest of the public;

NOW, THEREFORE, the City and the Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

WITNESSETH:

1. The City will supply the Assignor with the dates of the league play. In return, the Assignor will supply referees for the provided dates of need.

2. This Agreement shall extend from December 1, 2022 until November 30, 2023, hereof and shall be subject to automatic renewal for four more years beyond the aforementioned date to renew from the Assignor no later than November 30 of each subsequent year provided that either party may cancel the Agreement at will and in its sole discretion upon thirty days written notice. Any such extensions may be subject to the negotiation of updated pricing and must be agreed upon by both Parties and set forth in writing.

3. It is understood by both parties that the pricing in the agreement must remain the same for the initial term. Renewal of this Agreement for four more years beyond the aforementioned date shall be conditioned upon the following terms:

   A. That both parties shall be willing to renew the Agreement.
   B. Both parties agree on Agreement pricing.

4. The Assignor agrees to and will at all times indemnify, save and hold harmless the City of Debary and its elected and appointed officials, employees, and agents from and against all liability, claims, demands, injuries, disputes, lawsuits, damages and costs of every kind and
nature, including attorney’s fees at trial or appellate levels and all court costs arising out of
or in any way related to the services provided by the Assignor and/or any act or omission
of its agents, servants, employees, volunteers, members, guests, invitees or players,
including but not limited to negligence, intentional torts, and criminal actions. The
Assignor and the City acknowledge and agree that the Assignor is solely responsible for
the reasonable supervision, control, protection and safety of the Assignor’s agents,
servants, employees, volunteers, members, guests, invitees and players. The Assignor shall
upon request from the City, defend and satisfy any and all suits arising from the Assignor’s
supervision of the games or any other claim described under this paragraph. This paragraph
and all indemnification and hold harmless provisions of this Agreement shall survive the
termination and expiration of this Agreement.

5. The City agrees to:

A. Maintain the playing fields in accordance with the standards deemed appropriate by the
   City.
B. Ensure only City of DeBary personnel or assigned Youth Flag Football Referees are
   allowed on the game field at any time. Any non-game personnel on the playing field
   will be asked to vacate the play area immediately.
C. Provide the season schedule to the Assigner with all dates needed for referee coverage
   at least 10 days prior to the start of the season. Any changes to the game schedule will
   be provided with at least 24 hours’ notice.
D. Provide all Youth Flag Football rules and policies at least 10 days prior to the start of
   the season.
E. Administer a Coaches Meeting and Rules Clinic prior to the season.
F. Provide a single point of contact to provide game schedules and schedule officials.
G. Provide a site supervisor and scorekeepers for all scheduled games for the entire contest
   for the purpose of crowd control and game management.
H. Pay 1 full single game fee in the event an official is not notified of a game change or
   cancellation and arrives on site.
I. Pay 1 full single game fee in the event games are cancelled, postponed, or forfeited
   after the official is on site.
J. Youth Flag Football Referees and the Assignor will be paid for services rendered upon
   a mutually agreed upon payment schedule. Fees will be paid directly to the assignor.

a. $30 per referee per game for games officiated in the Tiny Mites and Pee Wee
   Divisions
b. $35 per referee per game for games officiated with a two or more person crew
c. $45 per referee per games for games officiated solo in the Junior/Senior Divisions. Solo referees are not to be scheduled in these divisions and the rate is only for scenarios where a referee does not show up when scheduled.

d. $30 per referee for attending the Pre-Season Coaches Meeting

e. $7 per game to the Assignor for scheduling referees

f. $10 per official for travel expenses when games are cancelled on game days prior to the official arriving on site.

6. The Assignor agrees to:

A. Provide 2 person referee crews for each scheduled Junior/Senior Division game unless expressly agreed upon by the City prior to the scheduled game.

B. Provide 1 referee for each scheduled Tiny Mite and Pee Wee Division game unless expressly agreed upon by the City prior to the scheduled game.

C. All referees provided must be qualified by recent or current certification by USSF or FHSAA.

D. Inspect fields prior to play to identify potentially hazardous conditions. The Assignor shall notify the City of any found hazardous conditions and refrain from using that field.

E. Abide by all rules, regulations and policies governing the use of the facilities.

F. Promptly contact all scheduled officials in the event of cancellation or schedule change after speaking to the City of DeBary league contact.

G. Ensure referees arrive at the fields no later than 15 minutes prior to the first scheduled game to be present for pre-game equipment check and rule update meetings.

H. Educate and train officials on City of DeBary Youth Soccer rules, policies and procedures. The City of DeBary reserves the right to turn away or not schedule any official that arrives unprepared and cannot officiate to the required standard based on the leagues rules, policies, and procedures.

I. Attend the pre-season Coaches and Rules Meeting along with all referees that are officiating the upcoming season. At the meeting, the Assignor will present a rules clinic. If the Assignor cannot attend the meeting, he shall agree to send another qualified agent in his absence. The Assignor and all referees in attendance will be paid $30. Referees that attend the Coaches and Rules meeting should get priority and first right of refusal when scheduling games.

J. Schedule repeat referees who have officiated our leagues when possible. Referees who have successful experience in our program during the season should get priority when scheduling. No new referees should be scheduled during the playoff tournaments.
6. The parties agree upon the following general provisions governing this Agreement:

A. *Entire Agreement.* This Agreement constitutes the entire Agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

B. *Non-Waiver.* No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

C. *No Third Party Beneficiaries.* This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

D. *Binding Effect & Assignment.* This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other party.

E. *Governing Law; Venue.* This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Volusia County, Florida.

F. *Severability.* If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect
whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

G. Execution & Effective Date. This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of

________________________ 2022.

BY:

________________________

Full Name of Assignor

________________________

Signature

________________________

Print Name

________________________

Position

________________________

Date

________________________

Signature

________________________

Print Name

________________________

City Manager

________________________

Position

________________________

Date
REQUEST

Staff is requesting City Council approve on first reading Ordinance # 14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD’s boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement.

PURPOSE

To annex 9.85 acres of land on Barwick Road into the Rivington MPUD, and to amend Sections A.8 and J.2, as well as Exhibits “A” and “B” to reflect the annexation; and to increase in the maximum number of residential dwelling units allowed in the Rivington MPUD from 924 to 984 (60 additional units).

CONSIDERATIONS

The property is located on the east side of Barwick Road, south of the tract of land annexed into the Rivington MPUD from the first amended and restated development agreement.

The Applicant is requesting to amend the Rivington MPUD to annex the subject property into it. The property is approximately 9.85 acres. In addition to this, the applicant is requesting two amendments to the language in the existing Development Agreement.

The amendment adds the following language to Section A.8: “...and a maximum of 60 residential dwelling units shall be allocated to the 10-Acre Parcel [subject parcel].” The maximum number of residential dwelling units allocated to the original MPUD’s boundaries and the additional property annexed into the MPUD by the first amendment to the MPUD (referred to as the “Additional Property” in the Development Agreement) will not be changing.

Section J.2 is being amended to include the 10-Acre Parcel. Also, this Section is amended to add that the Applicant shall provide Fifty-Thousand Dollars ($50,000.00) to the City to be allocated toward either (1) a traffic signal at the intersection of Highway 17-92 and Barwick Road or (2) roadway improvements to mitigate traffic along Barwick Road between the intersection of Ft. Florida Road and Highway 17-92 in proximity to the Property. The Applicant and the City will coordinate with one another and any other applicable public agency with regard to opportunities for public-private partnerships that may be available for off-site roadway improvements.
Exhibit “A”-Legal Description is being amended to add the 10-Acre Parcel. Exhibit “B”-Updated Master Development Plan is being amended to fully replace the Updated Master Development Plan with the amended Updated Master Development Plan dated April 18, 2022.

**Zoning.** The proposed development has an existing zoning of Mixed Planned Unit Development (MPUD), known as the Rivington MPUD. The land uses and site specifications are governed by the requirements of the applicable Development Agreement.

**Future Land Use.** The proposed development is under the future land use classification of Southwest Mixed Use Area (SWMUA). Policy 5.406(b)(1) of the City’s Comprehensive Plan allows for suburban residential uses with associated commercial retail and services. The proposed amendment would keep the development of the overall area of the SWMUA below the maximum four (4) dwelling units per acre.

The following matrix identifies the uses of neighboring properties for the proposed addition:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DESIGNATION</th>
<th>FLU DESIGNATION</th>
<th>USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Rivington MPUD</td>
<td>Southwest Mixed Use Area</td>
<td>Vacant</td>
</tr>
<tr>
<td>South</td>
<td>A-2</td>
<td>Industrial/Utilities</td>
<td>Utilities</td>
</tr>
<tr>
<td>East</td>
<td>A-2</td>
<td>Industrial/Utilities</td>
<td>Utilities</td>
</tr>
<tr>
<td>West</td>
<td>Rivington MPUD</td>
<td>Southwest Mixed Use Area</td>
<td>Residential</td>
</tr>
</tbody>
</table>

The proposed use is compatible with the intended development of the area.

The following matrix reflects possible dwelling unit densities compared to the requested units:

<table>
<thead>
<tr>
<th></th>
<th>UPLAND ACRES</th>
<th>UNITS X 4</th>
<th>WFE ACRES</th>
<th>UNITS X 3</th>
<th>POTENTIAL UNITS PER PHASE</th>
<th>APPROVED OR REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>182.66</td>
<td>730.64</td>
<td>111.17</td>
<td>333.51</td>
<td>1064</td>
<td>700</td>
</tr>
<tr>
<td>30-acre</td>
<td>15.59</td>
<td>62.36</td>
<td>14.14</td>
<td>42.42</td>
<td>105</td>
<td>224</td>
</tr>
<tr>
<td>10-acre</td>
<td>8.67</td>
<td>34.68</td>
<td>1.18</td>
<td>3.54</td>
<td>38</td>
<td>60</td>
</tr>
<tr>
<td>Totals</td>
<td>206.92</td>
<td>827.68</td>
<td>126.49</td>
<td>379.47</td>
<td>1207</td>
<td>984</td>
</tr>
</tbody>
</table>

The Applicant held a Community Meeting on November 28, 2022. Approximately 8 residents attended the meeting. There was no major opposition to the project expressed at the meeting.

**Traffic:** The proposed project falls within the City’s Mobility Plan and the builder will pay the City’s Mobility Fees for each unit built or receive credits in exchange for road and bike trail improvements.

Public notice was advertised in the Orlando Sentinel on Saturday, November 26, 2022.

The City Council continued this item from the Regular Meeting of the City Council, December 7, 2022.
RECOMMENDATION

It is recommended the City Council: Approve Ordinance # 14-2022, upon first reading, the proposed MPUD amendment to allow for the annexation of 9.85 acres into the Rivington MPUD, as well as the text amendments included in the Development Agreement.

IMPLEMENTATION

If the City Council approves the proposed MPUD Amendment, the applicant would need to submit an application for the Subdivision Plans to move forward with the project.

ATTACHMENTS

- Ordinance # 14-2022
- Second Amendment to Amended and Restated MPUD Development Agreement
- Second Amendment to Mobility and Park Reimbursement Agreement
- Boundary Survey
- Density Calculation Exhibit
ORDINANCE NO. 14-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, REZONING APPROXIMATELY 9.85 ACRES OF LAND LOCATED ON FORT FLORIDA ROAD, EAST OF BARWICK ROAD, HAVING VOLUSIA COUNTY SHORT TAX PARCEL IDENTIFICATION NUMBER 900900000021 FROM A-2 (AGRICULTURAL RURAL) TO RIVINGTON MIXED PLANNED UNIT DEVELOPMENT (MPUD) AND ANNEXING SUCH PROPERTY INTO THE RIVINGTON MPUD; AMENDING ORDINANCE NO. 11-18, APPROVING A MAJOR AMENDMENT TO THE RIVINGTON MIXED PLANNED UNIT DEVELOPMENT GOVERNING THE DEVELOPMENT OF APPROXIMATELY 336.2 +/- ACRES OF LAND LOCATED ON FORT FLORIDA ROAD TO APPROVE A SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT, AN AMENDMENT TO THE MASTER DEVELOPMENT PLAN, INCREASING MAXIMUM DWELLING UNITS ALLOWED, AND ANNEXING 10-ACRE PARCEL INTO THE RIVINGTON MPUD; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

WHEREAS, HR Rivington, LLC is the fee simple owner of that certain real property zoned Rivington Mixed Planned Unit Development (MPUD) being approximately 326.2 acres in size, and legally described as the Property in Ordinance No. 11-18 adopted on October 3, 2018 and recorded at Official Records Book 7634, Page 2689 et. seq., Public Records of Volusia County, Florida, approving the Amended and Restated Development Agreement and its corresponding Master Development Plan (“Original Property”) as amended by City of DeBary Ordinance No. 09-2021 and recorded at Official Records Book 8156, Page 4071, et. seq., Public Records of Volusia County, Florida to include an additional 30 acres (“Additional Property”); and

WHEREAS, Rivington 10, LLC (the “Applicant”) is the fee simple owner of that certain 9.85 acres of property currently having a Volusia County Short Tax Parcel Identification Number 900900000021 located on Fort Florida Road, west of Barwick Road and the Original Property, and legally described in Attachment “A” attached to this Ordinance (“10-Acre Parcel”); and

WHEREAS, the Applicant desires to rezone the 10-Acre Parcel from A-2 (Agricultural Rural) to Rivington MPUD and annex the 10-Acre Parcel into the Rivington MPUD and its corresponding development agreement and master development plan; and

WHEREAS, the Original Property, the Additional Property, and the 10-Acre Parcel shall collectively herein be referred to as the “Property;” and
WHEREAS, the Property has a Comprehensive Plan Future Land Use Map designation of SW Mixed Use Area (SWMUA) and Environmentally Sensitive Lands (ESL); and

WHEREAS, the Applicant requested a major amendment and update to the Rivington MPUD as more specifically set forth in the Second Amendment to Amended and Restated Development Agreement attached hereto as Attachment “B” (“Second Amendment”) and its corresponding updated Master Development Plan being approved by this Ordinance; and

WHEREAS, this Ordinance has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

WHEREAS, the City Council finds that this Ordinance, the rezoning of the 10-Acre Parcel to Rivington MPUD and the major amendment to Rivington MPUD approved herein is consistent with the City of DeBary Comprehensive Plan and Land Development Code and promotes the public health, safety and welfare; and

WHEREAS, the City of DeBary City Council acting as both the Land Planning Agency and the Governing Body has conducted the necessary public hearings on this Ordinance.

IT IS HEREBY ORDAINED BY THE CITY OF DeBARY AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as findings of the City Council.

SECTION 2. Rezoning. The 10-Acre Parcel is hereby rezoned from A-2 (Agricultural Rural) to and annexed into the Rivington Mixed Planned Unit Development (MPUD) pursuant to the terms and conditions of the Amended and Restated Development Agreement and its corresponding Master Development Plan as amended by Section 3 of this Ordinance.

SECTION 3. Major Amendment Granted. The Owner’s and Applicant’s request for a major amendment of the Rivington MPUD as previously approved by Ordinance 11-18 adopted on October 3, 2018 is hereby granted. The MPUD is hereby amended with respect to the Property as described in the Second Amendment to the Amended and Restated Development Agreement (Rivington MPUD) and its corresponding updated Master Development Plan attached hereto as Attachment “B”. The Mayor and City Clerk are authorized to execute the Second Amendment to the Amended and Restated Development Agreement. The Amended and Restated Development Agreement (Rivington MPUD) as previously amended by the First Amendment and as amended by the Second Amendment and its corresponding updated Master Development Plan approved by this Ordinance shall control and govern the development of the Property.
SECTION 4. Recording. The City Clerk is hereby directed to record this Ordinance and the Second Amendment to Amended and Restated Development Agreement – The Rivington MPUD and its exhibits in the Public Records of Volusia County, Florida. The MPUD as amended by this Ordinance and attached Second Amendment to Amended and Restated Development Agreement and its corresponding updated Master Development Plan affecting the Property shall run with the land and shall be applicable to and binding on the Owner, Applicant and any and all successors and assigns in interest.

SECTION 5. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING HELD on ____________, 2023

ADOPTED AFTER SECOND READING on this ___ day of _____________, 2023.

CITY COUNCIL

CITY OF DEBARY, FLORIDA

_______________________
Karen Chazez, Mayor

ATTEST:

_______________________
Annette Hatch, City Clerk
Attachments – **Attachment “A”** – 10-Acre Parcel

**Attachment “B”** – Second Amendment to Amended and Restated Development Agreement with its attached updated Master Development Plan
Attachment A

Legal Description of Subject Property

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.
Second Amendment to the Amended and Restated
MPUD DEVELOPMENT AGREEMENT
(RIVINGTON MPUD)

THIS Second Amendment to the Amended and Restated MPUD DEVELOPMENT AGREEMENT ("Second Amendment to the Amended Development Agreement" or this "Second Amendment") is made and entered into by and between the CITY OF DEBARY, a Florida municipal corporation and RIVINGTON 10, LLC or its successors or assigns (herein “Applicant”).

WHEREAS, HR Rivigton, LLC is the developer and owner of that certain real property being approximately 326.2 acres in size, having a Volusia County Tax Parcel Identification Number 08-19-30-00-00-0010, zoned Rivington MPUD, and being the same property described in Attachment “A” to City of DeBary Ordinance No. 11-18 adopted on October 3, 2018 and recorded at Official Records Book 7634, Page 2689, et. seq., Public Records of Volusia County, Florida (“Original Property”); as amended by City of DeBary Ordinance No. 09-2021 and recorded at Official Records Book 8156, Page 4071, et. seq., Public Records of Volusia County, Florida to include an additional 30 acres (“Additional Property”); and

WHEREAS, Applicant is the fee simple owner of approximately +/- 9.85 acres of real property currently having a Volusia County Short Tax Parcel Identification Number 900900000021, located on Fort Florida Road, west of Barwick Road ("10-Acre Parcel"),
and being rezoned from A-2 (Rural Agriculture) to and annexed into the Rivington MPUD as further described herein; and

WHEREAS, the Rivington MPUD is regulated by the Amended and Restated Development Agreement approved by City of DeBary Ordinance No. 11-18 and adopted on October 3, 2018 and recorded at Official Records Book 7634, Page 2689, et. seq., Public Records of Volusia County, Florida and the First Amendment to the Amended and Restated Development Agreement and its corresponding Master Development Plan approved by Ordinance No. 09-2021 on September 1, 2021 (the “First Amendment to the Amended and Restated Development Agreement”) (recorded at Official Records Book 8156, Page 4071, et. seq., Public Records of Volusia County, Florida); and

WHEREAS, the Original Property is under development and as of the date of this Second Amendment to the Amended and Restated Development Agreement; and

WHEREAS, the Applicant proposes this Second Amendment to the Amended and Restated Development Agreement to: (a) provide for rezoning and the annexation of the 10 acres of the 10-Acre Parcel, which 10-Acre Parcel collectively with the Original Property currently included in the Rivington MPUD, shall be described in the Amended and Restated Development Agreement, the First Amendment to the Amended and Restated Development Agreement and as amended by this Second Amendment, as the “Property”; (b) amend the maximum number of residential dwelling units allowed on the Property, as more specifically set forth in this Second Amendment to the Amended and Restated Development
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Recitals. The recitals herein contained are true and correct and are incorporated herein by reference as material terms of this Second Amendment.

B. Amendments. The Amended and Restated Development Agreement is hereby amended as follows:

Section A.8. of the First Amendment to the Amended and Restated Development Agreement is amended to provide for the following (underlined language are additions; stricken through language are deletions):

8. Number of Dwelling Units. Subject to the requirements of the DeBary Land Development Code, the Updated Master Development Plan and the rules and regulations of any other governmental agency having jurisdiction over the Property, the Property is entitled to be developed with a maximum of 924 984 residential dwelling units (the “Maximum Number of Residential Units”). A maximum of 700 residential dwelling units shall be permitted on the Original Property. A maximum of 224 residential dwelling units shall be allocated to the Additional Property and a maximum of 60 residential dwelling units shall be allocated to the 10-Acre Parcel.

Section J.2. of the Amended and Restated Development Agreement is amended to provide for the following (underlined language are additions; stricken through language are deletions):

2.1 Access and Transportation Improvements to Original Property. All access and transportation system improvements shall be provided in
accordance with the Land Development Code, unless otherwise provided for within this Agreement, as part of the approved Updated Master Development Plan or as approved through a separate agreement between the City and the Owner or Applicant. Applicant shall be responsible for installing all appropriate internal roadway traffic control devices and signs in accordance with applicable standards. There shall be a minimum of one (1) ingress/egress point to both Ft. Florida Road and Barwick Road. The Applicant shall also provide access improvements for the Project to and from Barwick Road. The Applicant shall be required to construct one or more access points from Ft. Florida Road in conjunction with the Second phase of development of the Property proposed west of the Florida Power and Light power line easement. The location of these vehicular access points shall meet City of DeBary Land Development Code standards. The Applicant shall construct a temporary entrance for construction traffic along Ft. Florida Road and no construction access shall be permitted along Barwick Road. At least one permanent ingress/egress point shall be built in conjunction with the project’s Second phase. The second ingress/egress point shall be completed prior to the 351st dwelling unit receiving a certificate of occupancy. However, prior to any certificates of occupancy being issued a stabilized entry to and from the Property and a public right-of-way shall be installed by the Applicant to serve as a secondary access point for emergency vehicles until such time as the second ingress/egress point is constructed. The Applicant shall provide Fifty-Thousand Dollars ($50,000.00) to the City to be allocated toward either (1) a traffic signal at the intersection of Highway 17-92 and Barwick Road or (2) roadway improvements to mitigate traffic along Barwick Road between the intersection of Ft. Florida Road and Highway 17-92 in proximity to the Property, which shall be paid to the City on or before March 1, 2023. The Applicant and the City will
coordinate with one another and any other applicable public agency with regard to opportunities for public-private partnerships that may be available for off-site roadway improvements.

2.1a Access and Transportation Improvements to Additional Property and 10-Acre Parcel. The Applicant shall provide access improvements to the Additional Property and 10-Acre Parcel as required by the Site Access Analysis study completed by LTG, Inc. on June 4, 2021, and coordinated with the City during subdivision review.

Exhibit “A” to the Amended and Restated Development Agreement is amended and restated to include the following description that includes the 10-Acre Parcel:

THE SOUTH 1/2 OF THE NORTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4; GOVERNMENT LOTS 1 AND 3; AND THE NORTH 1/2 OF GOVERNMENT LOT 6; ALL IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, LYING SOUTH OF FORT FLORIDA ROAD, VOLUSIA COUNTY, FLORIDA; EXCEPT THE SOUTH 30 FEET OF SAID GOVERNMENT LOT 1 AND EXCEPT THE SOUTH 30 FEET OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 6.

CONTAINS 296.2 ACRES, MORE OR LESS PER THE VOLUSIA COUNTY PROPERTY APPRAISER.

AND

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST LYING SOUTH OF FORT FLORIDA ROAD. ALL LYING AND BEING SITUATED IN VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE ROAD RIGHT OF WAY ON THE WEST. ALSO LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7319, PAGE 2945, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

Exhibit “B” to the First Amendment to the Amended and Restated Development Agreement is amended to fully replace the Updated Master Development Plan with the amended Updated Master Development Plan prepared by Kimley-Horn and Associates, Inc. dated 4/18/2022 that is attached to this Second Amendment.

C. Full Force & Effect; Binding. The Amended Development Agreement and First Amendment to the Amended Development Agreement shall remain in full force and effect except as expressly modified by this Second Amendment. This Second Amendment shall run with the land and be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, assigns and anyone claiming by, through or under any of them.

D. Effective Date. The effective date of this Second Amendment shall be the date approved by the City Council.

 AGREED to by the City Council of the City of DeBary, Florida, Owner, and the Applicant on this ____the day of ______________, 2023.

CITY OF DEBARY, FLORIDA

ATTEST:
WITNESSES:

RIVINGTON 10, LLC

By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager
NOTARIAL ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _______________

The foregoing instrument was acknowledged before me by physical presence this _______ day of ________________ in the year 2023 by __________________________ as the ____________ of RIVINGTON 10, LLC, on behalf of said company, who is personally known to me or who has produced __________________________ as identification.
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name________________________

Commission No.__________________________

My Commission Expires:____________________

Updated Master Development Plan
Updated Master Development Plan
RIVINGTON

DENSITY
CALCULATION
EXHIBIT

EXHIBIT:
RIVINGTON 300-AC TOTAL WETLAND, FLOODPLAIN, AND EASEMENT AREAS

RIVINGTON EAST 40-AC TOTAL WETLAND, FLOODPLAIN, AND EASEMENT AREAS

LEGEND:

WETLAND
FLOODPLAIN
EASEMENT

EXTENDED SCALE IN FEET

COMBINED DENSITY ANALYSIS:

UPLAND AREA

RIVINGTON 300-AC
182.66 AC

RIVINGTON - EAST 40-AC ANNEX
32.13 AC

SUBTOTAL
214.79 AC

TOTAL UPLAND UNITS (x 4 DUA)
859 UNITS

WETLAND, FLOODPLAIN, AND EASEMENT AREA (WFE)

RIVINGTON 300-AC
111.17 AC

RIVINGTON - EAST 40-AC ANNEX
7.34 AC

SUBTOTAL
118.51 AC

TOTAL WFE UNITS (x 4 DUA)

75% x 4 DUA
355 UNITS

50% x 4 DUA
237 UNITS

25% x 4 DUA
118 UNITS

TOTAL PERMITTED UNITS (UPLAND + WFE AT %)

@ 75%
1,214 UNITS

@ 50%
1,096 UNITS

@ 25%
977 UNITS

RIVINGTON EAST 40-AC ANNEX STAND ALONE DENSITY ANALYSIS:

UPLAND AREA

RIVINGTON - EAST 40-AC ANNEX
32.13 AC

TOTAL UPLAND UNITS (x 8 DUA)
257 UNITS

WETLAND, FLOODPLAIN, AND EASEMENT AREA (WFE)

RIVINGTON - EAST 40-AC ANNEX
7.34 AC

TOTAL WFE UNITS (75% x 8 DUA)
44 UNITS

TOTAL PERMITTED UNITS (UPLAND + WFE AT %)

@ 75%
301 UNITS
# City Council Meeting
## City of DeBary
### AGENDA ITEM

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<tr>
<th>Subject: Rivington CDD 2nd Expansion</th>
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<td>From: Steven E. Bapp, AICP Growth Management Director</td>
<td>(X) Ordinance</td>
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<td>( ) Resolution</td>
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<td>( ) Supporting Documents/Contracts</td>
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<td>( ) Other</td>
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<tr>
<td>Meeting Hearing Date: January 4, 2023</td>
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**REQUEST**

Staff is requesting City Council approve on first reading Ordinance # 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD’s boundaries.

**PURPOSE**

To annex 9.85-acres of land on Barwick Road into the Rivington CDD.

**CONSIDERATIONS**

The property is located on the east side of Barwick Road, south of the tract of land annexed into the Rivington MPUD from the first amended and restated development agreement.

The Florida Legislature created and amended Chapter 190, Florida Statutes, to allow for CDDs in order to provide an alternative method to finance and manage basic services for community development. The proposed CDD would be the financing and managing body for the proposed Rivington 9.85-acre expansion.

Proposed facilities to be funded include earthwork, roadway paving and improvements, drainage collection and outfall structures, potable water, reusable water, sanitary sewer, landscaping, and wetland mitigation. The total estimated capital costs are $1,964,255.00. No bond, debt or other obligation of the CDD, nor any default, shall constitute a debt or obligation by the City.

**RECOMMENDATION**

It is recommended the City Council: Approve Ordinance # 09-2022, upon first reading, expanding the Rivington Community Development District.

**IMPLEMENTATION**

If the City Council approves the proposed Community Development District expansion, then the subject property will be added into the Rivington Community Development District.

**ATTACHMENTS**

- Ordinance # 09-2022
- Petition to expand the Rivington Community Development District
ORDINANCE NO. 09-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING ORDINANCE NO. 12-18 TO GRANT THE PETITION FOR THE EXPANSION OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, CONCERNING THAT CERTAIN APPROXIMATELY 9.85 +/- ACRES OF LAND; DESCRIBING THE EXPANDED BOUNDARIES OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, on October 3, 2018, the City of DeBary City Council adopted Ordinance No. 12-18 approving and creating the Rivington Community Development District (“District”) for the approximately 296.2 +/- acres of land described in Section 4 and Exhibit “A” of such ordinance; and

WHEREAS, Reader & Partners, LLC, a Florida limited liability company, has petitioned the City Council of the City of DeBary, a Florida municipal corporation, to adopt an ordinance expanding the existing District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Rivington 10, LLC is the owner of approximately 10 +/- acres of land legally described in Exhibit “A,” attached hereto (“Subject Property”); and

WHEREAS, the City Council of the City of DeBary, Florida (the “City”), has conducted a public hearing on the petition for the expansion of the District in accordance with the requirements and procedures of Section 190.046(1)(c), Florida Statutes, as amended; and
WHEREAS, the City Council has considered the record of the public hearing and the facts set forth in Section 190.046, Florida Statutes, as amended, in making its determination to grant the petition for the expansion of the District; and

WHEREAS, the City Council has determined that; the statements within the petition were true and correct; that the expansion of the District is not inconsistent with the Comprehensive Plan; that the land within the District, is of sufficient size, is sufficiently compact, and sufficiently developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities; and the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, the City Council desires to consent to the District’s exercise of certain special powers as requested by the petition and for such to be governed by Chapter 190, Florida Statutes.

IT IS HEREBY ORDAINED BY THE CITY OF DeBARY AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as the legislative findings of the City Council.

SECTION 2. Authority. This Ordinance is adopted pursuant to Chapter 190, Florida Statutes, as amended.

SECTION 3. Petition Granted. The Petitioner's petition to expand the District over and to include the Subject Property is hereby granted.

SECTION 4. Amendment to District External Boundaries. Exhibit “A” attached to and referenced in Section 4 of Ordinance No. 12-18 is hereby amended to add to the external boundaries of the District the approximately 9.85 +/- acre Subject Property described in Exhibit
"A," attached hereto and incorporated herein. The Subject Property is hereby part of the District and is subject to the provisions of Ordinance No. 12-18.

SECTION 5. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 6. Effective Date. This Ordinance shall take effect ten (10) days after adoption.

FIRST READING HELD on _____________, 2023

ADOPTED AFTER SECOND READING on this ___ day of __________, 2023

CITY COUNCIL

CITY OF DeBARY, FLORIDA

_________________________________
Karen Chasez, Mayor

ATTEST:

__________________________
Annette Hatch, City Clerk

Attachments – Exhibit “A” – Legal Description of Subject Property (also being the same as the expanded District Boundaries)
EXHIBIT A
Legal Description of Subject Property

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.
BEFORE THE CITY COUNCIL OF THE CITY OF DEBARY
DEBARY, FLORIDA

PETITION TO EXPAND RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Rivington Community Development District, a community development district established by Ordinance Number 12-18 by the City of DeBary, Florida on October 3, 2018 pursuant to the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, (hereinafter “Petitioner”) hereby petitions the City Council of DeBary, Florida, to expand (hereinafter "Expansion") the established Rivington Community Development District (hereinafter “CDD” or “District”) with respect to land described herein. In support of this petition, Petitioner states:

1. **Location and Size.** The Expansion area is located entirely within the incorporated limits of DeBary, Florida. **Exhibit 1** describes the general location of the proposed expanded CDD. The proposed Expansion covers approximately 9.85 +/- acres of land. The metes and bounds description of the expanded District is attached as **Exhibit 2**.

2. **Excluded Parcels.** There are no parcels within the proposed external boundaries of the Expansion which are to be excluded.

3. **Landowner Consent.** Petitioner has obtained written consent to establish the Expansion from the owner of one hundred percent (100%) of the real property located within the Expansion. Documentation of this consent is set forth in **Exhibit 3**.

4. **Name.** The proposed name of the Expansion remains Rivington Community Development District.

5. **Initial Board Members.** The five persons designated to serve as initial members of the Board of Supervisors of the proposed Expansion are as follows:
Name: Jeffrey M. Reader  
Address: 5850 T.G. Lee Blvd., Suite 200, Orlando, FL 32822

Name: Steven Costa  
Address: 444 Seabreeze Blvd., Suite 1000, Daytona Beach, FL 32118

Name: Tisha Barberree  
Address: 2443 Upper Park Rd., Orlando, FL 32814

Name: Marlene DeMarco  
Address: 5850 T.G. Lee Blvd., Suite 200, Orlando, FL 32822

Name: Debra Dremann Ushkowitz  
Address: 5050 Sailwind Circle, Orlando, FL 32810

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

6. **Existing Zoning and Future Land Use.** The existing zoning and future land use for lands within the proposed Expansion are shown on Exhibits 4 and 5, respectively. The land within the proposed Expansion is currently undeveloped. The future development within the Expansion is consistent with Objective 5.107 (Transit Oriented Development) of the City of DeBary, Florida Future Land Use Plan. The development plan consistent with the objective is detailed on Exhibit 6.

7. **Future Land Uses.** The proposed development plan for the lands within the Expansion is described in Exhibit 6. Development is scheduled to occur over a five (5) year period. The proposed land uses for lands contained within the proposed Expansion are consistent with the approved City of DeBary, Florida Comprehensive Plan.

8. **Major Water and Wastewater Facilities.** Exhibit 7 shows the existing major trunk water mains and wastewater interceptors and the major outfall canals and drainage basins for the lands within the proposed Expansion.
9. **District Facilities and Services.** The District is presently expected to finance, construct, install and maintain improvements and facilities to benefit the lands within the Expansion. **Exhibit 8** describes the type of facilities Petitioner presently expects the District to finance, construct, install and maintain. The estimated costs of construction are also described in **Exhibit 8.** Actual construction timetables and expenditures may vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. **Statement of Estimated Regulatory Costs.** **Exhibit 9** is the statement of estimated regulatory costs (hereinafter "SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. This petition to expand the District should be granted for the following reasons:

   a. Expansion of the District and all land uses and services planned within the proposed expansion are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of DeBary, Florida Comprehensive Plan.

   b. The area of land within the proposed Expansion is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.

   c. The expansion of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed
by the District and Expansion. The District and Expansion are the best alternatives for delivering community development services and facilities to the proposed development without imposing an additional burden on the general population of the local general-purpose government. Expansion of the District in conjunction with a comprehensively planned development, as proposed, allows for a more efficient use of resources.

  d. The community development services and facilities of the District and the expansion will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the expansion of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District and Expansion services and facilities.

  e. The area to be served by the proposed Expansion is amenable to a separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of DeBary, Florida to:

  a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

  b. Grant the petition and adopt an ordinance expanding the Rivington Community Development District pursuant to Chapter 190, Florida Statutes;

  c. Consent to the Expansion exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain, as appropriate, systems and facilities for transportation,
stormwater utilities, parks and facilities for indoor and outdoor recreational, cultural, and other uses all as authorized and described by Section 190.012(2)(a), Florida Statutes.

RESPECTFULLY SUBMITTED, this 14th day of July, 2022.

COBB COLE

By: [Signature]

Mark A. Watts
Florida Bar No. 0157521
231 N. Woodland Blvd.
DeLand, FL 32720
(386) 736-7700
Attorney for Petitioner
EXHIBIT 1
LEGAL DESCRIPTION OF
RIVINGTON 2ND EXPANSION

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.
EXHIBIT 3
CONSENT AND JOINDER

TO PETITION TO EXPAND THE

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, Rivington 10, LLC, a Florida limited liability company, is the owner of certain lands located in Volusia County, Florida, and more fully described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN

The above-described land is hereinafter referred to as the “Property”.

The undersigned understands and acknowledges that Rivington Community Development District ("Petitioner"), intends to submit an application to City of DeBary to expand the RIVINGTON COMMUNITY DEVELOPMENT DISTRICT (the “District”) in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned is the owner of a portion of the lands located within the proposed District and described in Exhibit "A" attached hereto, and the undersigned understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), Florida Statutes, the Petitioner is required to include the written consent to expand the District of one-hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the inclusion of its Property into the Rivington Community Development District, which will include the Property within the lands to be a part of the District, and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s heirs, personal representatives, administrators, successors-in-title and assigns and shall remain in full force and effect three (3) years from the date hereof.
SIGNATURE PAGE FOR CONSENT AND JOINDER
TO PETITION TO EXPAND THE RIVINGTON
COMMUNITY DEVELOPMENT DISTRICT

Executed this 20th day of July, 2022

Rivington 10, LLC
A Florida Limited Liability Company

By: Reader & Partners, LLC
A Florida Limited Liability Company
Its manager

By:
Name: Dean Barberree
Position: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 20th day of July, 2022 by Dean Barberree, President of Reader & Partner, LLC the Manager of Rivington 10, LLC, on behalf of said partnership. Said person is X personally known to me or ___ has produced a valid driver's license as identification.

[Seal]

LORI FISCHER
Notary Public, State of Florida
Print Name: Lori Fischer
My Commission Expires: 11/11/2023
My Commission No.: GG 304877
EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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<tr>
<td>2</td>
<td>Fill Fence</td>
<td>3,300</td>
<td>LF</td>
<td>$3.00</td>
<td>$9,900.00</td>
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<tr>
<td>3</td>
<td>Site Clearing</td>
<td>8.75</td>
<td>AC</td>
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<td>$43,750.00</td>
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<td>4</td>
<td>Striping</td>
<td>4,750</td>
<td>CY</td>
<td>$3.50</td>
<td>$16,625.00</td>
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<tr>
<td>5</td>
<td>Pond Excavation (Cut)</td>
<td>2,900</td>
<td>CY</td>
<td>$3.30</td>
<td>$9,570.00</td>
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<tr>
<td>6</td>
<td>Import Fill</td>
<td>25,500</td>
<td>CY</td>
<td>$15.50</td>
<td>$395,250.00</td>
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<tr>
<td>7</td>
<td>Sodding (pond berms, banks, behind curb, open space)</td>
<td>150,000</td>
<td>SF</td>
<td>$0.40</td>
<td>$60,000.00</td>
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<tr>
<td>8</td>
<td>Seed and Mulch (disturbed areas that are not sodded)</td>
<td>16,500</td>
<td>SY</td>
<td>$0.40</td>
<td>$6,600.00</td>
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<tr>
<td>9</td>
<td>Construction Layout, As-Built and Testing</td>
<td>1</td>
<td>LS</td>
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<td>$10,000.00</td>
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<tr>
<td>10</td>
<td>Crewwatering</td>
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Sub-Total $611,695.00

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<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>1.5&quot; Asphalt Structural Course</td>
<td>6,880</td>
<td>SY</td>
<td>$15.50</td>
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<tr>
<td>2</td>
<td>8&quot; Compacted Crushed Concrete Base Course</td>
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<td>$16.50</td>
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<tr>
<td>3</td>
<td>12&quot; Stabilized Subgrade</td>
<td>6,990</td>
<td>SY</td>
<td>$6.50</td>
<td>$45,240.00</td>
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<tr>
<td>4</td>
<td>Pavement Markings and Signage</td>
<td>1</td>
<td>LS</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Curb and Gutter</td>
<td>3,550</td>
<td>LF</td>
<td>$17.00</td>
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<tr>
<td>6</td>
<td>Sidewalk</td>
<td>30,000</td>
<td>SF</td>
<td>$4.75</td>
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Sub-Total $478,810.00

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<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Storm Drain Collection Per LF of System</td>
<td>2,100</td>
<td>LF</td>
<td>$170.00</td>
<td>$357,000.00</td>
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<tr>
<td>2</td>
<td>Pond Outfall Structures</td>
<td>2</td>
<td>EA</td>
<td>$8,500.00</td>
<td>$17,000.00</td>
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Sub-Total $374,000.00

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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Potable Water per LF of System</td>
<td>1,650</td>
<td>LF</td>
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Sub-Total $140,250.00

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<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Reuse Water per LF of System</td>
<td>1,650</td>
<td>LF</td>
<td>$75.00</td>
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</table>

Sub-Total $123,750.00

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<tr>
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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sanitary Sewer per LF of System</td>
<td>1,890</td>
<td>LF</td>
<td>$95.00</td>
<td>$175,750.00</td>
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Sub-Total $175,750.00

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<thead>
<tr>
<th>Item No.</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Landscaping, Irrigation &amp; Hardscape in Common Areas</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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Sub-Total $50,000.00

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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wetland Mitigation</td>
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<td>LS</td>
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<td>$10,000.00</td>
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</table>

Sub-Total $10,000.00

GRAND TOTAL $1,064,255.00
STATEMENT OF ESTIMATED REGULATORY COSTS

EXPANSION OF RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (SERC) supports the petition to expand the boundary of Rivington Community Development District (“District”). The expansion will add approximately 9.85 +/- acres of land, which will result in the expanded District being 335.78 +/- acres. The District will provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes (“F.S.”), as follows:

“That the process of expanding such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant.” The same is true for this expansion. The remainder of this SERC will address the totality of the land within the District, presuming the expansion is approved.

1.2 Overview of the Expanded District

The expanded District would provide community infrastructure, services, and facilities, along with their operations and maintenance, to the expansion area, located in the City of DeBary (“City”), Volusia County (“County”), Florida. The expanded District will encompass 335.78 +/- acres to be used exclusively for residential development. Table 1 below summarizes the residential land use plan for the expansion area.

<table>
<thead>
<tr>
<th>Category</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Townhome</td>
<td>80</td>
</tr>
</tbody>
</table>

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2022) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within five years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within five years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within five years after the implementation of the rule.

(b) A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good-faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good-faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding $1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community
development districts, as well as the existing Rivington Community Development District, is that the expansion of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The expansion of the District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District’s boundaries, allowing for the development of the land within the District. The expansion areas are planned to include up to 80 new residences. The residents of the District will purchase goods and services. This new demand created by the District’s residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the expansion area property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the expansion areas. The infrastructure improvements to be funded by the District would be required to support development of the planned 80 residences, regardless of the District’s existence. Community development districts, such as Rivington Community Development District, can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the new planned development will not be increased due to the expansion of the District.

3.0 **A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.**

The landowner of the expansion area plans to develop up to 80 dwelling units. Expansion of the District would put all these residents under the jurisdiction of the District. Before the sale of the property within the District, the developer will also be subject to the District’s jurisdiction.

4.0 **Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.**

4.1 **Impact on State and Local Costs**

**State Government Entities**

There will be virtually no costs to various Florida (“State”) governmental entities due to the fact that the District already exists, and the expansion will have no effect on various Florida governmental entities. The City of DeBary was the establishing entity for this District; therefore, the City is also the reviewing agency for this petition for the expansion
pursuant to Section 190.046(1)(b), F.S. The State will incur no costs in reviewing the petition to expand the District, and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the expansion of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District’s reports will be the same since the District already exists. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

City of DeBary

City staff will process, analyze, and conduct public hearing(s) on the petition to expand the District. These activities will utilize the time of the staff and City Commissioners. However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff’s review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to expand the District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City, which already exists because the District has already been established.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any other unit of local government. By State law, the debts of the District are strictly its own responsibility. In terms of the expansion areas and any future debt of the District for said areas, only the benefited properties within the expansion areas will repay the debt, and existing property owners within the District will not be subject to said debt in any way.
5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the expanded District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance the community’s roadways, along with offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

**Table 2. Proposed Facilities and Services**

<table>
<thead>
<tr>
<th>Improvement/Facility</th>
<th>Funded by</th>
<th>Ownership</th>
<th>Maintenance</th>
</tr>
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<tbody>
<tr>
<td>Roads and Storm Drainage (Onsite)</td>
<td>CDD</td>
<td>CDD/City</td>
<td>CDD/City</td>
</tr>
<tr>
<td>Roads and Storm Drainage (Offsite)</td>
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<td>City/County</td>
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</tr>
<tr>
<td>Ponds</td>
<td>CDD</td>
<td>CDD</td>
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<tr>
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<td>CDD</td>
<td>County</td>
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</tr>
<tr>
<td>Utilities Sewer</td>
<td>CDD</td>
<td>County</td>
<td>County</td>
</tr>
<tr>
<td>Utilities Reclaimed</td>
<td>CDD</td>
<td>County</td>
<td>County</td>
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<tr>
<td>Mitigation</td>
<td>CDD</td>
<td>CDD</td>
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<tr>
<td>Site Landscaping</td>
<td>CDD</td>
<td>CDD</td>
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<td>Entry Features</td>
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<td>Parks and Greens</td>
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<tr>
<td>Trails</td>
<td>CDD</td>
<td>CDD/City</td>
<td>CDD/City</td>
</tr>
</tbody>
</table>

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately $1,964,255. To fund these improvements, the District may issue special assessment or other revenue bonds. These bonds would be repaid through non-ad valorem assessments levied on all properties located within the expansion area only of the District that benefit from these improvements.

Prospective future landowners in the expansion areas of the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.
Table 3. Summary of Estimated Capital Costs

<table>
<thead>
<tr>
<th>Improvements</th>
<th>Estimated Costs</th>
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</thead>
<tbody>
<tr>
<td>CDD Project Related Earthwork</td>
<td>$611,695</td>
</tr>
<tr>
<td>On-Site Roadway Paving and Improvements</td>
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<tr>
<td>Utilities Drainage</td>
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<tr>
<td>Utilities Water</td>
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<tr>
<td>Utilities Reclaimed</td>
<td>$123,750</td>
</tr>
<tr>
<td>Sanitary</td>
<td>$175,750</td>
</tr>
<tr>
<td>Landscape and Hardscape Features in Common Areas</td>
<td>$50,000</td>
</tr>
<tr>
<td>Wetland Mitigation</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total Estimated Cost</strong></td>
<td><strong>$1,964,255</strong></td>
</tr>
</tbody>
</table>

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated here. In other words, there is nothing unusual about the District’s financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner’s association common to most master-planned developments.

Real estate markets take into account the District’s cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District’s costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special district), or through developer-bank loans.
6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of expanding the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of DeBary has a population greater than the number required to be classified as a “small city.” As noted above, there will be no adverse impact on the City due to the expansion of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help make this property developable. Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer’s engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether or not the expansion of the District is the best alternative to provide community facilities and services to the added property. As an alternative to the District, the City could approve a dependent special district for the area, such as a municipal service benefit unit (MSBU) or a special taxing district pursuant to Chapter 189, F.S., or create a new CDD. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District. However, since the District already exists, these alternatives would add additional administrative costs that are not necessarily beneficial.

Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations. Third, any debt of a District is strictly the District’s responsibility. As stated earlier, any debt incurred by the District on behalf
of the expansion area will only affect the properties located in the expansion area, and none of the District's property owners will be responsible in any way for the expansion area debt. While it may be technically true that the debt of a City-established dependent special district is not strictly the City's responsibility, any financial problems that the dependent special district may have will inevitably entangle the City. This will not be the case if the District is expanded as proposed.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking, especially in light of the fact that the District already exists.

With a District, residents (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to resident needs without disrupting other City responsibilities.
## APPENDIX

<table>
<thead>
<tr>
<th>REPORT</th>
<th>STATUE SECTION</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Financial Audit</td>
<td>218.39</td>
<td>Nine months after end of fiscal year</td>
</tr>
<tr>
<td>Annual Financial Report (AFR)</td>
<td>218.32</td>
<td>Within 45 days after completion of audit</td>
</tr>
<tr>
<td>Financial Disclosure Form 1</td>
<td>112.3145</td>
<td>By July 1</td>
</tr>
<tr>
<td>Public Depositor Report</td>
<td>280.17</td>
<td>By November 30</td>
</tr>
<tr>
<td>Proposed Budget</td>
<td>190.008</td>
<td>By June 15</td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>190.008</td>
<td>By October 1</td>
</tr>
<tr>
<td>Public Facilities Report</td>
<td>189.08(2)</td>
<td>Initial report within one year of establishment, updates every seven years, annual notice of any changes</td>
</tr>
<tr>
<td>Public Meetings Schedule</td>
<td>189.015</td>
<td>Beginning of fiscal year</td>
</tr>
<tr>
<td>Notice of Bond Issuance</td>
<td>218.38</td>
<td>Within 120 days after delivery</td>
</tr>
<tr>
<td>Registered Agent</td>
<td>189.014</td>
<td>30 days after first Board meeting</td>
</tr>
<tr>
<td>Notice of Establishment</td>
<td>190.0485</td>
<td>30 days after formation</td>
</tr>
<tr>
<td>Establishment Documents</td>
<td>189.016</td>
<td>30 days after adoption</td>
</tr>
<tr>
<td>Notice of Public Finance</td>
<td>190.009</td>
<td>After financing</td>
</tr>
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</table>