



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Greg Beliveau, City Land Planner Tracy Kelley, Administrative Assistant
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**AGENDA
PLANNING & ZONING BOARD
JANUARY 18, 2018
6:00PM**

- I. INVOCATION:**
- II. ROLL CALL:**
- III. MINUTES FROM PREVIOUS MEETING: Approve meeting minutes from December 13, 2017.**
- IV. OLD BUSINESS:**
- A Tabled WTG Properties (ALT Key #1432235)
 - b. Allow for Contractors Yard and C-1 Uses (Neighborhood Commercial)
- V. NEW BUSINESS: None**

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:



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Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**MINUTES
PLANNING & ZONING BOARD
DECEMBER 13, 2017
6:00PM**

- I. **INVOCATION:** Chairwoman Bame called the meeting to order at 6:00P.M. and led the pledge of allegiance. Board member Tom Bradley gave the invocation.
- II. **ROLL CALL:** All board members present. Present CDD Rector and Assistant Kelley.
- III. **MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from October 19, 2017. Motion to approve meeting minutes by Board member Tom Bradley. Second by Board member Daniel Dicus. Approved 5-0.
- IV. **OLD BUSINESS:** None
- V. **NEW BUSINESS:**
- A **First Baptist Church of Leesburg, Inc.** (ALT Key # 1287863)
- b. PUD (Planned Unit Development) Application to rezone to a mixed use planned unit development consisting of residential, commercial, institutional and recreational uses for an aged restricted community
- CDD Rector gave introduction for the PUD rezoning application and the second part of the PUD rezoning application being the Master Developer's Agreement outlining what is allowed uses of property; no building plans to be presented at this time. Final hearings for the applicant will be January 11, 2018, and January 25, 2018 during City Commission hearings
- Chairwoman Bame addressed the chambers again stating tonight's meeting is being heard before a recommending board only and all final hearings will be held by City Commission
- CDD Rector introduced City Land Planner Greg Beliveau with LPG; City Land Planner Beliveau advised the Board a recommendation is being given for the entire PUD application; the property is formerly known as the Pine Ridge Dairy property and whereas a portion has already been developed by The Villages and the applicant is applying to develop the remaining portion of what used to be a part of one parcel; City Land Planner Beliveau introduced the application and the various zoning regulations that are being applied under the PUD zoning application; City Land Planner Beliveau also

explained a traffic study for the rezoning application has been sent to Lake County; should the project continue to move forward additional studies will be required by the applicant to support the intended uses under the PUD rezoning; City Land Planner Beliveau also discussed within the past 24 hours during conference calls there is an amendment to the Master Developer's Agreement under Section #4 Item P and Q; City Land Planner described the definition of ALF within Lake County as it is different from the request of the applicant; Section #4, Item P and Q will be revised to strike out adult congruent living facility whereas the ALF is now a part of the residential component

City Land Planner Beliveau also advised the applicant is requesting 5-story buildings above final grade be allowed supporting mixes of housing (ALF, ILF, Skilled Nursing, etc.); City Land Planner Beliveau explained the City is capable of providing fire services for those buildings

CDD Rector introduced in attendance Art Ayris, First Baptist Church of Leesburg, Chris Wickberg, VP of Design & Construction with Westminster Communities of Florida, and Greg Crawford, Florida Engineering Group; CDD Rector gave the opportunity for the applicant to address the Board

Applicant Art Ayris reflected the project as being a process of two years with working closely with the City of Fruitland Park

Chairwoman Bame addressed the audience if there were any public comments

The following City of Fruitland Park residents gave reasons of opposition:

Gary Beckman, The Villages – objects 5-story building out of character for the City; Phillip Egner, City of Fruitland Park – objects that a large development is pending on a town not able to sustain a meeting in a room that only holds 71 to capacity; Lauren Collins, City of Fruitland Park – objects to public services that will not be there for the residents of Fruitland Park; Richard Spinelli, The Villages – does not agree with established buffer zone regardless of development size; Stephen May, City of Fruitland Park – concerned with gopher tortoise relocation; Randi Niles, The Villages – would like current green space to not be eliminated ; Ronald Cordie, The Villages – questioning entrance to development and use of golf cart access; Randall Harrison, City of Fruitland Park filed a petition on behalf of the Brookstone residents and is opposed to loss of bordering greenbelt and overall size of proposed buildings; Stephen Eynard, The Villages – questioned if Pine Ridge Dairy Road would stay closed to abut The Villages' Development

The following City of Fruitland Park and Sumter County residents gave reasons of favor: Rita Ranize, City of Fruitland Park – accepts the growth and improvements to the City; and Carole Jarvis, The Villages of Sumter County – Westminster is a first class facility

During citizen's comments CDD Rector, Board members, City Land Planner Beliveau and Applicant Art Ayris gave detailed explanations and references to city land development regulations (LDR's)

Board member Crews addressed the greenbelt concerns during citizen's comments; Board member Crews compared The Villages to what is being proposed by the applicant and is in favor of the applicant based on those proposals

Board member Dicus questioned if the applicant (First Baptist Church) was a joint effort with the developer Westminster Properties; Applicant Ayris answered no, Westminster is purchasing 65 acres from the First Baptist Church; however coming to the City as one PUD application; Applicant Ayris stated the First Baptist Church is developing the commercial sites; Board member Dicus also addressed the height of the building(s) as reason why 5-story is preferred over 3-story; VP of Design & Construction Wickberg addressed the Board that the 5-story is a good model to allow more units and more green space rather than sprawling parking areas; Board member Dicus questioned if developer objectionable to 5-story, VP of Design & Construction Wickberg responded we prefer 5-story

Board member Purlee questioned if any of the buildings carry LEAD Certifications; VP of Design & Construction Wickberg responded he is a LEAD Accredited Professional; the buildings in past have been certified by the State of Florida Green Counsel; Board member Purlee gave definition of what a LEAD Certification entails; Board member Purlee also addressed the value of a mixed use development which allows density of a development to be regulated by the adopted LDR's of the City that will be in the best interest for health care, fire protection, roads, etc. for long term conditions

Board member Dicus also questioned the time-frame to complete build out of all planned development; VP of Design & Construction Wickberg addressed the Board that there is no specific time-line other than the entry road; Applicant Ayris added that engineer services have been contracted for the master development plan of the church and construction should commence around February 2018

Board member Dicus questioned who owned the proposed property for the residential buildings; VP of Design & Construction Wickberg stated Westminster properties; Board member Dicus questioned where on the proposed site plan is the location of the residential area; it was displayed on the proposed site plan possibly the residential housing would back up to the residents of the Brookstone Community

CDD Rector discussed the intent of the 5-story buildings is to be located more near the hilltop of the property; VP of Design & Construction Wickberg stated that is the intent of the buildings including the residential housing location; general discussion occurred where the site plan was reviewed with the Board and Citizens by VP of Design & Construction Wickberg including the proposed roadways and value of the residential housing

Board member Dicus questioned what happens if the church builds their proposed buildings and the developer after consideration decides not to develop their proposed sites, what happens with what has been approved; Chairwoman Bame stated once the rezoning has been approved another developer could develop under the approved zoning; City Land Planner Beliveau interjected as long as it follows the approved Master Developer's Agreement of 55+ Community there are already established and adopted guidelines any other or future developer would have to follow; City Land Planner

Beliveau stated if the development was to change outside of the adopted Master Developer's Agreement, it would have to come back for approval by the Board and City Commission

CDD Rector addressed City Land Planner Beliveau with regards to Board member Dicus' last question; CDD Rector questioned if the property changed ownership the approved 5-story buildings could possibly be used as an apartment complex; City Land Planner Beliveau responded yes as long as it was a 55+ apartment complex; CDD Rector addressed City Land Planner Beliveau how can the City be protected in this event; City Land Planner Beliveau responded an amendment to the Master Developer's Agreement would be added to clarify if there are any changes to what was approved for development (use of buildings) it would have to come back to Commission for approval

Applicant Art Ayris responded that an amendment is acceptable; VP of Design & Construction Wickberg responded an amendment is acceptable

City Land Planner Beliveau agreed no issue to amend current Master Developer's Agreement to add language of intended use prior to City Commission approval

Board member Dicus questioned the proposed residential area that abuts the Brookstone community, will the future development utilize Pine Ridge Dairy Road; VP of Design & Construction Wickberg stated it is the intent of the development to use of CR 466A and private drives will be gate accessed

CDD Rector clarified all roads within the development are private and not the City's responsibility

Chairwoman Bame moved for a motion with no further Board or citizen comments

Motion to approve PUD rezoning application as amended and language forwarded by developer by Board member Crews. Second by Board member Purlee. Approved 5-0

Board member Bradley called for an interlude - meeting resumed with Item B

B Mesos Medical Office Major Site Plan Submittal (ALT Key # 1288215)

b. Major site plan submittal for a proposed medical office; Adopted Resolution 2017-008 attached with regards to granting buffer variance

CDD Rector introduced application and gave a brief explanation as to delay in application coming before the board due to Lake County redesigning the previous location of drive; CDD Rector and City Land Planner Beliveau recommend approval of Mesos Medical Office Major Site Plan Submittal

Motion by Board member Purlee to approve Major Site Plan submittal. Second by Board member Dicus. Approved 5-0

C Ross Property Site Specific Small Scale Comp Plan Amendment and Special Exception Use

b. Amending the Future Land Use Map and Future Land Use Designations to Multi-Family Low Density as Limited by Site Specific Amendment and Granting A Special Exception Use in the R-2 Zoning

c. Allow Residential Duplexes on lots: #13 ALT Key 1793785; #14 ALT Key 3854556; #15 3854557; #16 ALT Key 3854558; #17 1431671; #18 3854559; #19 3854560

CDD Rector gave introduction and summary of application; applicant is coming back before the Board and Commission under the City Attorney advisement to request for all properties lots 13 -19 to be heard at one hearing to allow the Special Exception Use (SEU); CDD Rector stated there are two constructed dwellings awaiting final certificate of occupancy based on Board recommendation and Commission approval for the SEU to allow same construction; CDD Rector stated applicant has connected to city sewer services and constructed a lift station

CDD Rector advised Board the city's land use map is to be amended to allow for duplexes without changing current zoning; CDD Rector clarified the SEU would establish if future construction of duplexes is requested under R2 zoning the applicant would come before Commission for approval

Chairwoman Bame questioned if notices sent to surrounding property owners; Assistant Kelley responded 45 total notices with 2 returned opposed

Board member Purlee questioned if reasons were given for opposition; Assistance Kelley responded no on first opposition; read reason given on second application not in agreement with surrounding properties

Board member Crews interjected it was not clear how application ever went before Commission prior to being addressed by Board; Board member Crews not satisfied with application process

Chairwoman Bame addressed any other Board comments or citizens' comments

Board member Dicus announced he will abstain from vote as direct employee of applicant

Chairwoman Bame moved for a motion for approval; City Land Planner Beliveau clarified there are two motions

Motion by Board member Purlee to approve Site Specific SSCPA and SEU. Second by Board member Bradley

The following City of Fruitland Park residents gave reasons of opposition:

Carlisle Craig Burch, City of Fruitland Park – application does not meet current zoning; Sharon (Diane), City of Fruitland Park – dissatisfied with CDD Rector application

process and the uses of property; Kenneth Woods, City of Fruitland Park – opposed to any future duplexes

Chairwoman Bame called for any further comments; Chairwoman Bame called for motion to resume as called; Motion by Board member Purlee to approve Site Specific SSCPA and SEU. Second by Board member Bradley. Approved 3-1 (Opposed Board member Crews) (Abstained Board member Dicus)

D WTG Properties (ALT Key # 1432235)

b. Allow for Contractors Yard and C-1 Uses (Neighborhood Commercial)

CDD Rector gave introduction to application and clarified property location; the applicant is requesting commercial storage use for specifically a City of Fruitland Park roofing contractor; applicant has plans to fence from view the storage area; CDD Rector stated there are no plans to the residential home on property

CDD Rector stated Board member Dicus had a question prior to the scheduled Board meeting; if application is approved employees of roofing contractor be allowed to park behind perimeter fence

Chairwoman Bame questioned application is to allow the requested use and to change current zoning from residential to commercial; CDD Rector verified application request and zoning use

Board member Crews questioned the height of fence; CDD Rector clarified 6' white vinyl fence

Chairwoman Bame called for citizen's comments

The following City of Fruitland Park residents gave reasons of opposition:

Rita Ranize, City of Fruitland Park – opposed with current applicants use of residential property and the code violations relating

Chairwoman Bame questioned if notices to surrounding property owners have been sent; CDD Rector stated no complaints as of date; Assistant Kelley stated no notices to surrounding property owners have been sent

Chairwoman Bame questioned CDD Rector if surrounding property owners were to be notified prior to meeting; CDD Rector stated yes

Chairwoman Bame stated the application will be tabled due to notices not being sent

Chairwoman called motion to table the Rezoning application. Motion by Board member Dicus to table WTG properties rezoning application. Second by Board member Crews. Approved 5 -0

BOARD MEMBERS' COMMENTS: No further comments

ADJOURNMENT: 8:25PM

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Dicus Daniel Roger</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Fruitland Park Planning and Zoning</i>
MAILING ADDRESS <i>503 College Ave</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Fruitland Park FL</i>	NAME OF POLITICAL SUBDIVISION: <i>City of Fruitland Park</i>
DATE ON WHICH VOTE OCCURRED <i>12-13-17</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE
COUNTY <i>Lake</i>	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Daniel Dicus, hereby disclose that on Dec 13th, 20 17:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*I am a Direct employee of Ross Plumbing
A company owned By Terry Ross - President
Applicant for Small scale Comp plan Amendment and special
exception use*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-3-18
Date Filed

Daniel Dicus
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

REZONING

Owner: Wayne Goodridge, WTG Properties, LLC

General Location: South of Berckman and east of Willard Ave. (CR 468)

Number of Acres: 0.66 ± acres

Existing Zoning: Single Family Medium Density (R-2)

Proposed Zoning: Commercial PUD (CPUD)

Existing Land Use: Single Family Medium Density

Date: December 11, 2017

Description of Project

The subject property is developed with one residential unit and storage building. It is proposed to utilize the site as a contractor's storage yard.

	Surrounding Zoning	Surrounding Land Use
North	Public Facilities District (PFD)	Institutional
South	R-2	Single Family Medium Density
East	R-1 and PFD	Institutional and Single Family Low Density
West	R-2	Single Family Medium Density

Assessment

The subject site is approximately 175' south of Berckman and Rose Avenue and located near the Central Business District. The CBD extends south of Berckman approximately 300' south to the east of the subject site. Along Berckman Avenue are intuitional land uses and the CBD district. The subject site appears to be within a transitioning area along Willard Avenue. Willard Avenue is also known as CR 468 which is a major north/south connector in the City.

Pursuant to FLU Policy 1-1.4 small scale commercial uses may be permitted adjacent to major highways provided they are intended to provide for the daily needs of residents within the

development and the adjoining residential area. Such businesses will generally not exceed 15,000 sq. ft. in size and will require Planned Unit Development (PUD) zoning.

Pursuant to FLU Policy 1-9.2, land use patterns on the FLU map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Pursuant to Policy 1-3.4, commercial developments shall provide sufficient buffers and screening to mitigate impacts to adjacent residential or public facility land uses.

CONCURRENCY ANALYSIS

The proposed use utilizing the existing residential structure as an office is expected to generate only slightly more PM peak hour traffic than the existing residential structure; however, the impact is considered minimal.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
General Office	1,020 SF	710	11	2	1	1
TOTAL GROSS TRIPS (PROPOSED)			11	2	1	1

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	3 units	210	10	1	1	0
TOTAL GROSS TRIPS (EXISTING)			10	1	1	0

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	1	0	1

Any commercial development will be expected to connect to the City’s water and wastewater facilities when available. The City currently has capacity available for water and sewer.

The LDRs indicate that the minimum size of any parcel shall be ten (10) acres for a PUD. A lesser minimum area may be approved if the City Commission determines that the intent and purpose of the PUD district and expressed municipal development policy would be served in such case.

Recommendation

The subject site is located within a transitioning area along Willard Avenue (CR 468). The requested zoning of Commercial PUD is compatible with the comprehensive plan and general area. Although the subject site is less than ten (10) acres, a PUD zoning in this case would meet the comprehensive plan policies. Staff recommends approval of the rezoning subject to a developer's agreement limiting the commercial square footage to 15,000 square feet and limited commercial uses with appropriate buffers consistent with the comprehensive plan.

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2016, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and Wayne Goodridge, Manager, WTG Properties, LLC (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately .66 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned "Single Family Low Density" (R-2) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single Family Residential Medium Density."

3. Owner has filed applications for rezoning for the Property as a commercial planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Columbia America, dated November 18, 2017, and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent

with City's "CPUD" (Planned Unit Development/Commercial) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Contractor's yard.
- b. Maintenance contractor.
- c. Personal services.
- d. Offices.
- e. Financial Services.
- f. Business Services.
- g. Day care center.

Section 5. Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements shall be:

Front: Local Roadways - Thirty feet (30')

Side: Another Lot - Ten feet (10')

Rear: Adjacent Property- Fifteen feet (15')

Accessories Setback: All new accessory structures shall be located no closer to the property line than ten feet (10').

- b. Commercial structures shall not exceed fifteen thousand (15,000) square feet.
- c. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to seventy percent (70%).
- d. The maximum floor area ratio for the property shall be limited to twenty percent (20%).
- e. Maximum building height shall be limited to thirty five feet (35'); however, if adequate fire protection measures are provided the height limitation may be exceeded, as determined by the City.
- f. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code for the proposed uses.
- g. Outside storage of materials and equipment shall be restricted to the rear yard and screened by a white PVC privacy fence so that such materials are not visible from any public right-of-way or adjoining lot.

Section 6. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 7. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner

covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 8. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Notwithstanding the foregoing, Owner shall pay water and wastewater impact fees at the rate of \$3,080.00 per ERU for wastewater (sewer) and \$985.00 per ERU for water.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 9. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 10. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a fifteen foot (15') landscape buffer along Willard Avenue (SR468); a white PVC privacy fence or wall shall be installed along all other property lines.

Owner shall, at its sole expense, install underground irrigation systems on all planted areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 11. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 12. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 13. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 14. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 15. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 16. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 17. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 18. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 20. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall

run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 21. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 22. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 23. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Chesire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Wayne Goodridge WTG Properties, LLC P.O. Box 346 Fruitland Park, FL 34731
Copy to:	

Section 24. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 25. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 26. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 27. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF
FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Chessire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney
This instrument prepared by:

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

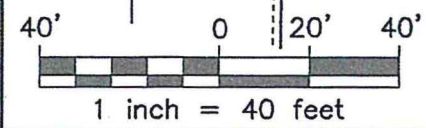
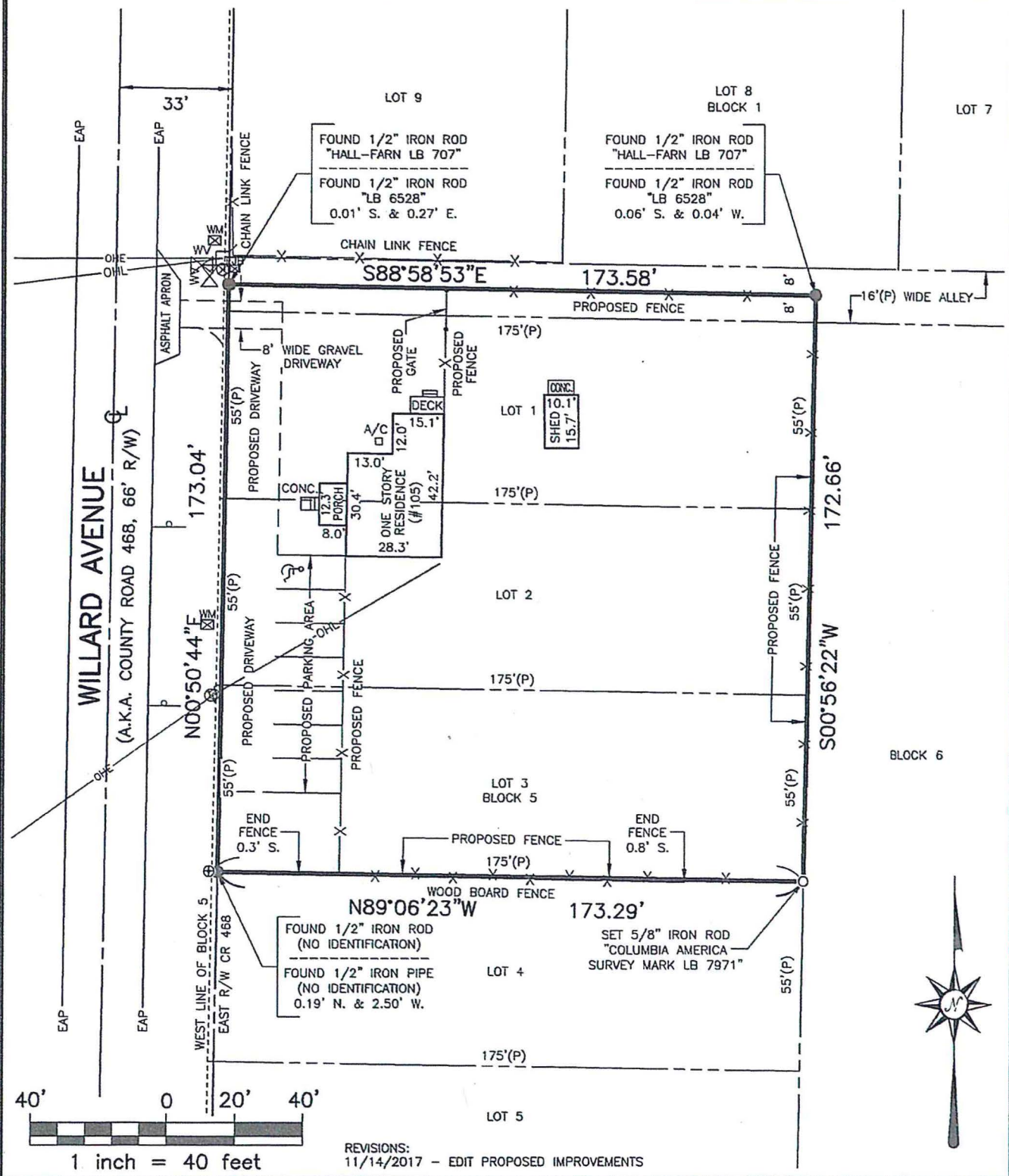
Lots 1, 2 and 3 and that ½ of vacated alley abutting thereof, Block 5, Plat of Geo. T. Clark's Gardenia Subdivision, According to the plat thereof, as recorded in Plat Book 3, Page 15, of the Public Records of Lake County, Florida.

EXHIBIT "B"

THE PLAN

Received
11-15-17
2

BOUNDARY SURVEY FOR: WTG PROPERTIES, LLC



REVISIONS:
11/14/2017 - EDIT PROPOSED IMPROVEMENTS

SEE PAGE 2
FOR DESCRIPTION,
LEGEND, NOTES
AND CERTIFICATION.

COLUMBIA AMERICA
 SURVEYING AND MAPPING SERVICES
 LICENSED BUSINESS NO. 7971 / www.ColumbiaAmerica.com
 P.O. BOX 770204, OCALA, FL 34477-0204
 5032 SW 104TH LOOP, OCALA, FL 34476-8911
 TELEPHONE: (352) 572-5428 / FAX : 1-888-701-2267

JOB#: CA-2017-079
 FILE #: 5C-00255
 F.B./PG.: CA10/25
 SURVEY DATE: 11/08/2017
 DWG. FILE: GOODRIDGE.DWG
 PAGE 1 OF 2

Reviewed
11-15-17
②

BOUNDARY SURVEY FOR:

WTG PROPERTIES, LLC

- LEGEND:**
- = FOUND IRON ROD
(SIZE AND MARKINGS AS NOTED)
 - ⊕ = FOUND IRON PIPE
(SIZE AND MARKINGS AS NOTED)
 - = SET 5/8" IRON ROD WITH CAP
MARKED "COLUMBIA AMERICA
SURVEY MARK LB 7971"
 - Ⓢ = CENTERLINE
 - ⊞ = ELECTRICAL JUNCTION BOX
 - ☆ = LIGHT POLE
 - ⏏ = POWER POLE
 - = SIGN
 - ⊗ = TELEPHONE JUNCTION BOX
 - Ⓜ = WATER METER
 - Ⓜ = WATER VALVE

- A/C = AIR CONDITIONER ON SLAB
- A.K.A. = ALSO KNOWN AS
- CONC. = CONCRETE
- DWG. = DRAWING
- EAP = EDGE OF PAVEMENT
- F.B. = FIELD BOOK
- OHE = OVERHEAD ELECTRIC LINE
- OHL = OVERHEAD LINE
- (P) = PLAT DIMENSION
- PG. = PAGE
- R/W = RIGHT-OF-WAY

- = BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = CENTERLINE
- = LOT LINE
- X — X — = FENCE LINE
- OHE — = OVERHEAD ELECTRIC LINE
- OHL — = OVERHEAD LINE

DESCRIPTION:

LOTS 1, 2 AND 3 AND THAT 1/2 OF VACATED ALLEY ABUTTING THEREOF, BLOCK 5, PLAT OF GEO. T. CLARK'S GARDENIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE EAST LINE OF LOTS 1-3, BLOCK 5, GEO. T. CLARK'S GARDENIA SUBDIVISION, BEARING S00°56'22"W.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
3. THIS SURVEY IS OF VISIBLE PERMANENT IMPROVEMENT FEATURES ONLY. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
4. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT EITHER THE ORIGINAL SIGNATURE AND RAISED SEAL OR THE ORIGINAL DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12069C0306E, DATED 12/18/2012, THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



Digital signature and seal as regulated under Chapter 5J-17.062 Florida Administrative Code

Digitally signed

by: Cary M

Melvin

Date: 2017.11.13

15:25:09 -05'00'

CERTIFIED TO:
WTG PROPERTIES, LLC

CARY M. MELVIN, FLORIDA PROFESSIONAL
SURVEYOR & MAPPER LICENSE NO. 6329

SEE PAGE 1
FOR DRAWING.

COLUMBIA AMERICA
 SURVEYING AND MAPPING SERVICES
 LICENSED BUSINESS NO. 7971 / www.ColumbiaAmerica.com
 P.O. BOX 770204, OCALA, FL 34477-0204
 5032 SW 104TH LOOP, OCALA, FL 34476-8911
 TELEPHONE: (352) 572-5428 / FAX : 1-888-701-2267

JOB#: CA-2017-079
 FILE #: 5C-00255
 F.B./PG.: CA10/25
 SURVEY DATE: 11/08/2017
 DWG. FILE: GOODRIDGE.DWG

ORDINANCE 2018 - 003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING .66 ± ACRES OF THE PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY (R-2) TO COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Wayne Goodridge, WTG Properties, LLC, Owner, requesting that approximately 0.66 acres of real property generally located east of CR 468 (Willard Avenue) and south of Berckman Avenue (the “Property”) be rezoned from Single Family Medium Density Residential (R-2) to Commercial Planned Unit Development (PUD) within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published; and

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 0.66 ± acres of land generally located east of CR 468 (Willard Avenue) and south of Berckman Avenue shall hereafter be designated as PUD, Commercial Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit “A”.

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2017.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

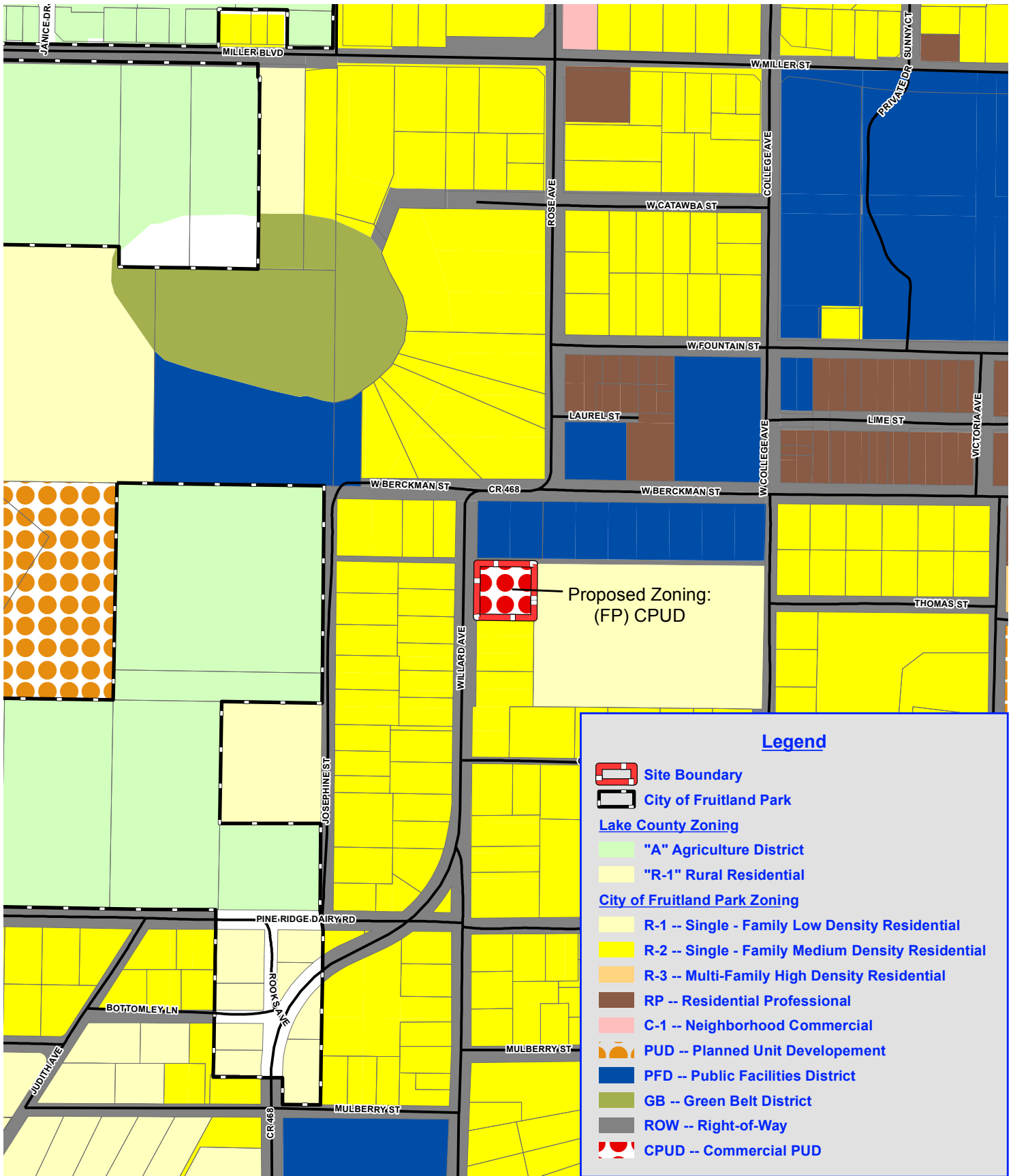
Anita Geraci-Carver, City Attorney

Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

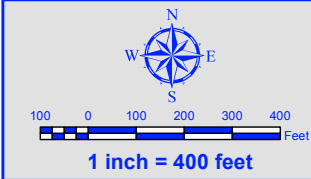
EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2 and 3 and that ½ of vacated alley abutting thereof, Block 5, Plat of Geo. T. Clark's Gardenia Subdivision, According to the plat thereof, as recorded in Plat Book 3, Page 15, of the Public Records of Lake County, Florida.



Legend

-  Site Boundary
-  City of Fruitland Park
- Lake County Zoning**
-  "A" Agriculture District
-  "R-1" Rural Residential
- City of Fruitland Park Zoning**
-  R-1 -- Single - Family Low Density Residential
-  R-2 -- Single - Family Medium Density Residential
-  R-3 -- Multi-Family High Density Residential
-  RP -- Residential Professional
-  C-1 -- Neighborhood Commercial
-  PUD -- Planned Unit Development
-  PFD -- Public Facilities District
-  GB -- Green Belt District
-  ROW -- Right-of-Way
-  CPUD -- Commercial PUD



**City of Fruitland Park
WTG Properties, LLC**
Lake County, Florida
Proposed Zoning

Project: 398-17-06
File: Proposed Zoning.mxd
Name: WTG Properties
PM: Sherie Lindh
Date: December 13, 2017
Created By: J.Wilson



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824