



FRUITLAND PARK LOCAL PLANNING AGENCY MEETING AGENDA

January 25, 2018 (Revised 3:15 p.m.)

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, FL 34731

6:15 p.m.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES** (city clerk)
January 11, 2017

QUASI-JUDICIAL PUBLIC HEARING

- 4. First Reading and Quasi-Judicial Public Hearing – Ordinance 2018-002 – Rezoning and Development Agreement (First Baptist Church of Leesburg Inc.)** (city manager/community development director/city attorney) (revised)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE 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. (The second reading will be held on February 8, 2018.)

5. First Reading – Quasi-Judicial Public Hearing - Ordinance 2018-003 Rezoning – Petitioner: WTG Properties LLC (city manager/community development) (revised)

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. (The second reading will be held on February 8, 2018.)

6. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the Local Planning Agency at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Local Planning Agency. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the Local Planning Agency addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

7. OTHER BUSINESS

8. ADJOURNMENT

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.) If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.1

AN ORDINANCE OF THE (CITY ~~OR COUNTY~~) OF Fruitland Park,
 FLORIDA, DESIGNATING AND ESTABLISHING THE City Commission
 AS ITS LOCAL PLANNING AGENCY PURSUANT TO THE LOCAL GOVERNMENT
 COMPREHENSIVE PLANNING ACT OF 1975 (Chapters 163.3161 - 163.3211,
 Florida Statutes); SETTING FORTH SAID AGENCY'S DUTIES AND RESPON-
 SIBILITIES; ESTABLISHING SAID AGENCY'S ORGANIZATION, RULES AND
 PROCEDURES; REQUIRING THAT ALL MEETINGS BE PUBLIC AND PROVIDING
 FOR THE KEEPING OF PUBLIC RECORDS; PROVIDING FOR FINANCIAL
 SUPPORT; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED
 INVALID; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND
 PROVIDING FOR THE EFFECTIVE DATE HEREOF. *THIS IS AN EMERGENCY
 ORDINANCE EFFECTING THE WELFARE OF THE CITIZENS.*
 BE IT ORDAINED BY THE City Commission OF
 THE (CITY ~~OR COUNTY~~) OF Fruitland Park, FLORIDA:

Section 1. AUTHORITY. This ordinance is enacted pursuant to
 and in accordance with, provisions of Chapter 163, Florida
 Statutes (Local Government Comprehensive Planning Act of 1975).

Section 2. DESIGNATION AND ESTABLISHMENT OF LOCAL LAND
 PLANNING AGENCY. Pursuant to, and in accordance with, Section
 163.3174, of Florida Statutes (the Local Government Comprehen-
 sive Planning Act of 1975) the City Commission
 is hereby designated and established as the local planning
 agency for the ~~(City)~~ incorporated territory of Fruitland Park,
 Florida.

Section 3. DUTIES AND RESPONSIBILITIES OF THE LOCAL PLANNING
 AGENCY. The local planning agency, in accordance with the
 Local Government Comprehensive Planning Act of 1975, Section
 163.3161-3211, Florida Statutes, shall:

- (a) Conduct the comprehensive planning program and prepare
 the comprehensive plan or elements or portions thereof
 for the (City ~~or County~~) of Fruitland Park;
- (b) Coordinate said comprehensive plan or elements or portions
 thereof with the comprehensive plans of other appropriate
 local governments and the State of Florida;

- (c) Recommend said comprehensive plan or elements or portions thereof to the City Commission for adoption; and
- (d) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

Section 4. ORGANIZATION, RULES AND PROCEDURES OF THE AGENCY.

Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in The City Charter.

Section 5. PUBLIC MEETINGS AND RECORDS. All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Section 6. The City Commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975, expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the City Commission.

Section 6. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by an court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portions thereof.

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions of the governing body in conflict herewith are hereby repealed.

Section 8. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption, as an emergency ordinance.

PASSED AND ADOPTED BY THE City Commission OF THE (CITY ~~OF~~) OF Fruitland Park, FLORIDA, THIS 24 DAY OF June, A.D., 1976

Jack Deulh
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived

**FRUITLAND PARK LOCAL PLANNING AGENCY
MEETING MINUTES
January 11, 2018**

A meeting of the City of Fruitland Park's Local Planning Agency was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, October 26, 2017 at 6:15 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Ray Lewis, and Rick Ranize.

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver; City Treasurer; Jeannine Racine; Police Chief Michael A. Fewless and Captain Eric Luce, Police Department; Interim Fire Chief Don Gilpin; Deputy Fire Chief, Tim Yoder, Fire Department; Parks and Recreation Department Director Michelle Yoder; Public Works Director Dale Bogle; Fruitland Park Library Director Jo Ann Glendinning; Community Development Administrative Assistant Tracy Kelley; and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order at 6:04 p.m.

2. ROLL CALL

At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

3. APPROVAL OF MINUTES

On motion of Commissioner Bell, seconded by Commissioner Ranize and unanimously carried, the LPA approved the October 26, 2017 minutes as submitted.

QUASI-JUDICIAL PUBLIC HEARING

4. Ordinance 2018-002 – Rezoning and Development Agreement – Petitioner: First Baptist Church of Leesburg Inc.

It now being the time advertised to hold a public hearing to consider Ordinance 2018-002, and after Ms. Geraci-Carver read into the record the title the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE

CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE 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. (The second reading will be held on January 25, 2018.)

Ms. Geraci-Carver administered the oath to Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., consultant retained by the city, who intend to testify on the subject issue.

Mr. Beliveau described the subject sub-development of regional impact (DRI) which complies with the mixed community land use designation, noted that the current mixed community land use designation identifies the requirements in filing Planned Unit Developments (PUDs) before the LPA -- namely, The Villages, as a DRI; the First Baptist Church of Leesburg, owner/applicant, and Westminster Pine Ridge, co-ed applicant -- was placed on the property when the comprehensive plan was rewritten and prior to The Villages' purchase of 750 acres, the remnant of which is being considered before the LPA at this evening's meeting. Mr. Beliveau described the application's review process and the applicant's actions to reduce the sub-development DRI levels.

Mr. Beliveau depicted the project's components and proposed uses of the multi-use property zoning on the PUD Exhibit Plan; relayed the discussions held at the December 13, 2017 Planning and Zoning (P&Z) Board Meeting on the displacement of the existing green belt rezoning, and recognized that the comprehensive plan requirements for maximum allowable density for non-residential floor area ratio (FAR) is 0.70 and the maximum allowed impervious surface ratio (ISR) is 0.80 which is not included in the development order which he believes need to be added.

Mr. Beliveau reported that out of the three separate mailings (41 notices) to the affected area residents involving (61 property owners in total), 14 letters were returned citing opposition and two were received in support of the subject proposed project.

Mayor Cheshire recognized the number of concerns relating to the subject project and the Florida Sunshine open government laws restricting the ability for the LPA to discuss same except in an open forum. He relayed Mr. Beliveau's remarks to him on other municipal agencies conducting a workshop prior to making a decision on projects of such magnitude before making a determination and suggested holding a workshop.

In response to Vice Mayor Gunter's concerns, Ms. Geraci-Carver opined that the PUD and master development agreement ought to be considered simultaneously by the LPA.

Commissioner Lewis voiced his concerns on the buildings height and locations; disclosed ex-parte communications that the residents of the Brookstone Subdivision at The Villages of Fruitland Park had with him on a five-story building with a 25-foot buffer and concurred with Vice Mayor Gunter's remarks on the lack of specifics to the questions that came to him.

After Mayor Cheshire identified inquiries he had on the proposed buffer zones, drainage by the Brookstone Subdivision, maximum building heights, fire impact fees and other numerous questions, Commissioner Lewis disclosed ex-parte oral communication he had with Lake County Property Appraiser Carey Baker by telephone earlier this day and noted questions he had of the developer.

Commissioner Ranize indicated that he has 27 bullet points of inquiries; disclosed ex-parte communication he had with several residents in the Brookstone Subdivision, and reported on his attendance at the December 13, 2017 P&Z Board meeting regarding the subject item where he had concerns at that time. He addressed concerns on the major traffic flow where the property in question crosses Pine Ridge Dairy Road and believed that the workshop, opened to the public, ought to be held at another venue where once a consensus on the project is reached, the LPA can make a decision. Commissioner Ranize reported that he visited the website as it related to Westminster properties which is all over the state and cited his agreement with Commissioner Lewis that it fits the area.

Commissioner Ranize expressed concerns on the following:

- the city's insurance services office rating standards on fire protection;
- the proposed five-story building and the utilization of the city's current equipment;
- disclosed ex-parte oral communication he had with Mr. Jerry Smith, Lake Emergency Medical Services Inc. Executive Director, on the number of transportation services provided to the retirement centers which will severely impact medical services, and
- the green belt zoning surrounding the subject affected properties including The Villages Brookstone Subdivision.

Commissioner Ranize indicated that he would be in favor of continuing the subject item to a workshop.

Commissioner Bell believes that the property owners' concepts and ideas before the LPA set a precedent for future development and noted that same has not been considered and guidelines and rules and not been established by the city to accommodate said projects which he believed need to be monitored closely.

A motion was made by Commissioner Lewis and seconded by Vice Mayor Gunter that the LPA recommend holding a workshop to address Rezoning and Development Agreement Ordinance 2018-002 as previously cited.

By unanimous consent, and in response to the city attorney's request proposed by Mr. Greg Beliveau, LPG Urban and Regional Planners Inc, Mayor Cheshire called for the applicant to make a presentation before the LPA.

After discussion, an amended motion was made by Commissioner Lewis, seconded by Vice Mayor Gunter and unanimously carried, the LPA recommended the continuation of Rezoning and Development Agreement Ordinance 2018-002 as previously cited, to a workshop to meet at the first available opportunity.

By unanimous consent, the LPA agreed for the applicant to make a presentation before the LPA.

Ms. Geraci-Carver requested that the LPA forward written documents received on the subject item as part of their ex-parte communication to Ms. Coulson.

Mr. Art A. Ayris, representing First Baptist Church of Leesburg, who was not previously sworn, gave a historical background of his grandparents who lived in the City of Fruitland Park; reviewed the power-point presentation on the Village Park Campus of First Baptist Leesburg and the proposed use on the subject site; identified the major components, and thanked staff for their assistance. (A copy of the power-point presentation is filed with the supplemental papers to the minutes of this meeting.)

Mr. Chris Wickberg, representing Westminster Communities of Florida, who was not previously sworn, gave a power-point presentation on the Village Park PUD outlining examples of various homes in a number of communities that they constructed and the proposed use previously addressed at the P&Z meeting and the willingness to review same at the forthcoming workshop to satisfy the residents' concerns. (A copy of the power-point presentation is filed with the supplemental papers to the minutes of this meeting.)

Mayor Cheshire suggested that Mr. La Venia reach out to the applicants on the date; noted the concerns on the venue, and relayed Ms. Geraci-Carver's communication with him recommending not to hold city commission meetings at faith-based organizations. He addressed the likelihood, due to more space, of holding future meetings at the Fruitland Park Elementary school taking into consideration the recording equipment, and suggested that Mr. La Venia and Ms. Coulson work on the venue.

Upon Mayor Cheshire's suggestion and by unanimous consent, the LPA recessed its meeting at 6:47 p.m. and reconvened at 6:57 p.m.

5. Mesos Medical Office –Site Development Plan Submittal (Major) - Petitioner: Carrie Ross Blevins

Mr. Beliveau reviewed the site plan approval for construction of a medical office building in accordance with the land development code and relayed the Planning and Zoning board and staff's recommendation of approval.

After extensive discussions, and there being no public comments, **a motion was made by Commissioner Bell, seconded by Commissioner Lewis and unanimously carried, the LPA approved recommending the site plan, as previously cited, to the city commission.**

6. Ordinance 2018-001 – Site Specific Comprehensive Plan – FLUE Petitioner: Terry F. and Rachel Ann Ross

It now being the time advertised to hold a public hearing to consider Ordinance 2018-001, and after Ms. Geraci-Carver read into the record the title the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA PURSUANT TO 163.3187(1), FLORIDA STATUTES; CHANGING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY PROVIDING TEXT AMENDMENTS SPECIFIC TO LOTS 15 – 19, BLOCK B, FIRST ADDITION TO DREAM LAKE SUBDIVISION, CONSISTING OF LESS THAN 10 ACRES IN SIZE, LOCATED ON SUNSET WAY, FOREST STREET AND PENNSYLVANIA AVENUE, SPECIFYING ALLOWABLE USES ON THE PROPERTY; AMENDING THE FUTURE LAND USE MAP AND FUTURE LAND USE DESIGNATION TO MULTI-FAMILY LOW DENSITY AS LIMITED BY THE SITE SPECIFIC AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 25, 2018.)

Ms. Geraci-Carver explained that in order to ensure that the subject use of duplexes are consistent with the comprehensive plan amendment and with the land development regulations (LDRs), she addressed the need, when reviewing same, to conduct a comprehensive plan amendment – noted the proper future land use designation to be multifamily, and due to the type of other uses that would be allowed in the future land use, she explained that they are inconsistent with that area of development; thus, the applicant desires to build duplexes as expressed.

Ms. Geraci-Carver reported that staff implemented a sites amendment in order that allowable uses on such properties are limited to single family dwelling units detached; single family residence can be erected, and if the petitioner change their minds, they could also have two-family duplex dwelling unit consistent with the city's LDRs. She explained that information on the site for the subject specific special exception use will be available

at the next LPA meeting; noted that the project in question would change the future land use designation for the parcels and relayed staff's recommendation of approval.

After Commissioner Ranize referred to Section 2, Comprehensive Plan Amendments of the subject proposed ordinance which reflected property lots 15 through 19 and following the city commission's question on lots 12 through 15, in concurring, Ms. Geraci-Carver believed that same were included in the provision and identified the property of the daughter and son-in-law of the petitioner. Ms. Geraci-Carver confirmed in the affirmative on her intent to rectify the remaining lots, and verified that the notice sent to surrounding property owners, that were amended and distributed, included the additional lots; a copy of which is filed with the supplemental papers to the minutes of this meeting.

After Mr. Brad Clark, City of Fruitland Park, appeared before the LPA regarding his concerns on animal control, Mayor Cheshire advised that he would have the opportunity to speak on that matter during the public comments on this evening's city commission agenda.

Mr. Carl Burch, City of Fruitland Park resident, referred to Ms. Geraci-Carver's statements at a previous meeting on the duplexes' dimensions once they are constructed;

After reviewing the special exceptions use, Ms. Geraci-Carver cited the requirements on the minimum living area of 600 square feet on each side of the duplex total area for lots 18 and 19 and 1,200 square feet to remain as they were constructed for lots 18 and 19.

Mr. Burch gave his opinion on the neighborhood's long-term plans for the area for single family home; indicated that he has not seen any compelling reason for such, and recognized the attempts to improve the neighborhood. He explained that he does not see the purpose for increasing the density; noted that the roads are narrow, and indicated that Sunset Way has been that way for 70 years; thus, no current owners have complained about repairs other than drainage. He requested that the LPA oppose the item; that the two built properties be separated, and his desire for no like properties to be developed in the future.

Mr. Nathan Johnson, City of FP resident voiced his concurrence with Mr. Burch's comments.

Commissioner Ranize indicated that he would like to reserve addressing his comments at the regular city commission meeting.

By unanimous consent, Mayor Cheshire closed the public hearing.

A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the LPA recommend the approval of proposed Ordinance 2018-001 as previously cited with the following LPA members voting as follows:

Commissioner Bell	Yes
Commissioner Lewis	Yes

Commissioner Ranize	No
Vice Mayor Gunter	Yes
Mayor Cheshire	Yes

Mayor Cheshire declared the motion carried on a four-to-one (4-1) vote.

END OF QUASI-JUDICIAL PUBLIC HEARING

7. NEW BUSINESS

There was no new business to come before the LPA at this time.

8. PUBLIC COMMENTS

No one from the public appeared before the LPA at this time.

9. ADJOURNMENT

There being no further business to come before the LPA at this time, on motion made, second and unanimously carried, the meeting adjourned at 7:09 p.m.

The minutes were approved at the January 25, 2018 meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2004-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

WHEREAS, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK:

Section 1. The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
- (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
- (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

Section 2. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 3. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.



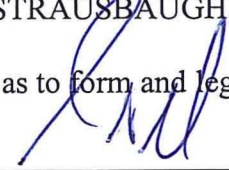
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



ORDINANCE 2018-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE 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 First Baptist Church of Leesburg, Inc., Owner, requesting that approximately 14.95 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from General Commercial (C-2) to Mixed Use Planned Unit Development; approximately 52.70 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from Public Facilities District (PFD) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 85.44 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from Single Family Medium Density Residential (R-2) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 17.00 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from High Density Residential/Neighborhood Commercial (R-3A) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; and further requesting that approximately 33.98 acres of property be rezoned from Greenbelt District (GB) to Mixed Use Planned Unit Development 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 206.11 ± acres of land generally located south of CR 466A and west of Pine Ridge Dairy Road shall hereafter be designated as PUD, Mixed Use 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
Mayor Cheshire

_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE

S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°40'49"E, 1,331.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°42'41"W, 1,271.43 FEET TO THE POINT OF BEGINNING.
CONTAINING 205.76 ACRES, MORE OR LESS.

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2017, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and First Baptist Church of Leesburg, Inc., [a Florida not for profit corporation](#) (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 205.76 + 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 "General Commercial" (C-2), Public Facilities District (PFD), Single Family Medium Density Residential (R-2), High Density Residential/Neighborhood Commercial (R-3A), and Greenbelt District (GB) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."
3. Owner has filed applications for rezoning for the Property as a mixed use 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 City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. 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 Florida Engineering Group, Inc., dated _____, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a senior (age 55+) mixed use community. All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) 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. Single family detached residential dwelling units.
- b. Duplex (Villa) dwelling units.
- c. Single family attached residential dwelling units meeting the R-3 standards.
- d. Multi-family residential dwelling units meeting the R-3 standards.
- e. ~~Adult Congregate~~ Assisted Living Facilities. The maximum number of beds shall not exceed 150.
- f. Nursing homes.
- g. Church/Religious Facilities.
- h. All permitted C-1 uses.
- i. Convenience Store with fuel operations.
- j. Restaurants.
- k. Banks.
- l. Athletic/Sports Facilities.
- m. Residential units shall not exceed 900 units.
- n. Passive and Active Recreation Facilities.
- o. Total Commercial Square footage shall not exceed 130,000 square feet.
- p. Total Institutional Square footage shall not exceed 240,000 square feet which includes ~~Adult Congregate Living Facilities~~, Nursing homes and Church/Religious Facilities.
- q. The residential units may be converted to the ~~Adult Congregate~~ Assisted Living Facilities or a Nursing home based on one (1) unit equals three (3) beds; however, in no case shall the maximum number of beds be exceeded as stated in item e above.

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

- a. The minimum living area shall be 1,000 square feet for the single family detached homes.
- b. The minimum lot size shall be 4,000 square feet for the detached single family homes.
- c. Minimum lot width for detached single-family shall be 40 feet with a minimum lot depth of 100 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway – Twenty-five feet (25')

Side: Local Roadways – Twenty feet (20')
Another Lot - Five feet (5')

Rear: Local Roadway– Twenty feet (20')
Another Lot – Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- e. Minimum lot size shall be 4,000 square feet for duplex/villa single-family homes (duplex, villas).

- f. The minimum lot width for duplex/villas shall be 40 feet with a minimum lot depth of 100 feet.

- g. Minimum Setback requirements for duplex/villa single family residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway – Twenty-five feet (25')

Side: Local Roadways – Twenty feet (20')
Another Lot - 0' feet for common walls

Rear: Local Roadway– Twenty feet (20')
Another Lot – Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5'). In those areas where the buffer width is greater than five feet (5') and is part of the lot, all accessory structures shall be located outside of the buffer area.

Minimum distance between single-family detached and single family attached structures shall be 10 feet (10') measured from building wall to building wall.

- h. Multi-family development shall meet the R-3 zoning development standards.
- i. Maximum building height shall be limited to thirty five feet (35') for single family; however, if adequate fire protection measures are provided the height limitation may be exceeded, after review by the City Fire Inspector and Building Official with final determination by [the City Commission - Community Development Director](#).

- j. There shall be a maximum of six (6) buildings greater than 35 feet (a/k/a 3 stories) in building height, which shall not exceed 5 stories. No more than six (6) buildings may have a Mmaximum building height for the multi-family uses (garden apartments and condominiums) shall not exceed 5 stories (from finished grade) including parking garage provided adequate fire protection measures are provided as reviewed by the City Fire Inspector and Building Official with final determination by the City Commission Community Development Director. TheseAny multi-story buildings shall maintain a two hundred foot (200') setback from the adjacent development known as Brookstone Subdivision.
- k. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code for the proposed residential uses except as provided below:
 - Multi-Family Residential – 1.5 spaces per unit
 - Single Family Attached Residential – 1.5 spaces per unit
 - Assisted Living Facilities – 0.25 spaces per bed, plus 1 space per employee (largest shift)
 - Skilled Nursing - 0.25 spaces per bed, plus 1 space per employee (largest shift)
- l. Development adjacent to the Brookstone Subdivision shall consist of one row of single family lots.

Section 7. Residential Design Standards. Design Standards shall be as follows:

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
- b. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 8. Commercial and Institutional Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements for commercial shall be:

Front: CR 466A – Fifty feet (50’)
Local Roadways - Twenty feet (20’)

Side: Local Roadways – Twenty feet (20’)
Another Lot - Ten feet (10’)

A zero (0) side setback is allowed on one side provided there is a minimum ten feet setback on the opposite side and provided requirements for fire and building codes are met.

Rear: Local Roadway– Twenty feet (20’)
Another Lot – Twenty feet (20’)

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

Required landscape buffers shall supersede the minimum dimensions permitted by this Section.

- b. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).
- c. [Maximum building height along CR 466A shall be limited to two \(2\) stories \(from finished grade\).](#) Maximum building height, [excluding- along CR 466A](#) shall be limited to four (4) stories (from finished grade) provided that adequate fire protection measures are provided as determined by the City Fire Inspector and Building Official. [Any multi-story buildings shall maintain a two hundred foot \(200’\) setback from the adjacent development known as Brookstone Subdivision.](#)
- d. Maximum building height shall be limited to ninety-five feet (95’) for accessory decorative structures such as, but not limited to, steeples or spires.

- e. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Regulations for the proposed uses except as provided below:
House of Worship – 1 space per three (3) seats (fixed seats) of 1 space per 30 gross square feet (without fixed seats)
Ancillary Uses – 3 spaces per 1000 square feet (3.0 spaces/KSF)
- f. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 466A. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.
- f.g. The maximum floor area ratio shall be seventy percent (70% or 0.70) and the maximum impervious surface ratio shall be eighty percent (80% or 0.80).

Section 9. Commercial and Institutional Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 10. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached^[AG1] as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 11. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on CR 466A and one access on Pine Ridge Dairy Road. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing

district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time

f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

g. At such time that traffic signals are warranted at the proposed project entrance, the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

g.h. Pine Ridge Dairy Road shall only be utilized for emergency access only until Pine Ridge Dairy Road is improved to Lake County standards.

Section 12. 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 13. 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 14. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued. 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 15. 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 16. 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 twenty-five foot (25') landscape buffer along CR 466A; ~~and~~ a twenty-five foot (25') buffer along the southern property boundaries abutting existing residential, and a fifty foot (50') buffer along the eastern property boundary adjacent to the Brookstone Subdivision as shown on the Conceptual Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A fifteen foot (15') native buffer shall be provided onsite adjacent to the wetlands. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations. The perimeter landscaping buffer adjacent to the Brookstone Subdivision shall utilize existing natural landscape and supplement with additional plantings to meet the landscaping requirements set forth in this PUD and the City's LDR's.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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 17. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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, nor 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 29. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 30. 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 Cheshire, 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:	First Baptist Church of Leesburg, Inc. 220 W. 13th Street Leesburg, FL 34748-4962
Copy to:	

Section 31. 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 32. 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 33. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 34. 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:**

FIRST BAPTIST CHURCH OF LEESBURG, INC.,

Witness Signature

By: _____
Gary Teague, President/Trustee

Print Name

Witness Signature

By: _____
Arthur A. Ayris, Secretary/Trustee

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by Gary Teague and Arthur A. Ayris 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 Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

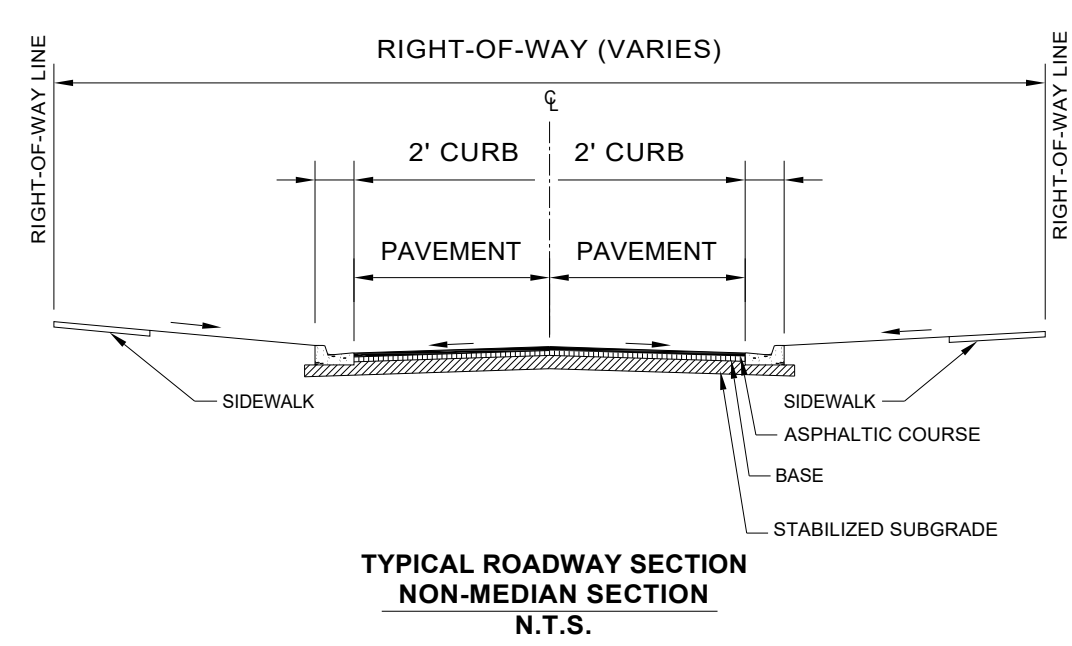
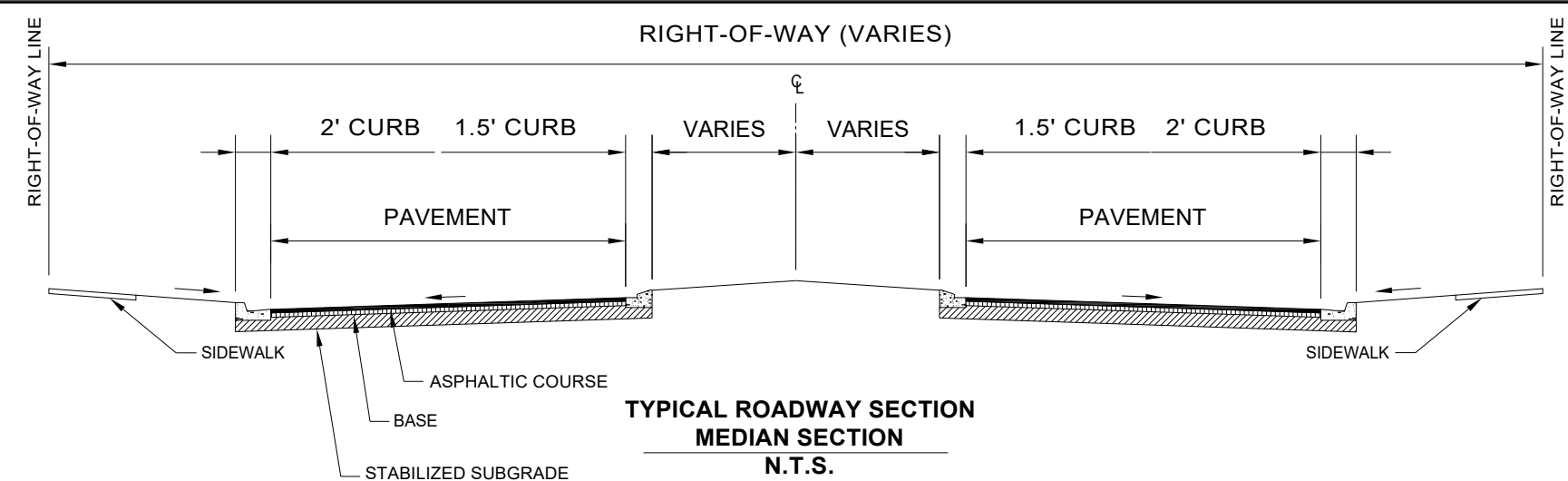
The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto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

EXHIBIT "B"

THE PLAN



NOTE: ALL STREETS WILL BE PRIVATE BUT CONSTRUCTED TO CITY STANDARDS

PROPOSED USES

- COMMERCIAL
- RESIDENTIAL
- INSTITUTIONAL
- ROADWAY/PARKING/PONDS
- OPEN SPACE/PARK/RECREATION
- PROPOSED BUFFER - (A)

OWNERS/APPLICANTS

FIRST BAPTIST CHURCH OF LEESBURG
220 N. 13TH STREET
LEESBURG, FL 34748

PRESBYTERIAN RETIREMENT COMMUNITIES, INC.
80 W. LUCERNE CIRCLE
ORLANDO, FL 32801
(407) 839-5050

ENGINEER

FLORIDA ENGINEERING GROUP, INC.
5127 S. ORANGE AV, SUITE 200
ORLANDO, FL 32809
(407) 895-0324

SURVEYOR

FARNER BARLEY & ASSOCIATES, INC.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
(352) 784-3126

SITE DATA

PROPERTY LOCATION: COUNTY ROAD 466A
FRUITLAND PARK, FLORIDA

PARCEL ID NUMBER: 05-19-24-0003-00022-00-000F
R-2(SINGLE FAMILY); R-3A(HDR & LIGHT COMMERCIAL); C-2(GENERAL COMMERCIAL); PFD(PUBLIC FACILITY DIST) AND GB(GREEN BELT)

EXISTING PROPERTY ZONING: PUD
PROPERTY FUTURE LAND USE DESIGNATION: PUD
EXISTING USE: VACANT
PROPOSED USE: MULTI-USE
(RESIDENTIAL, COMMERCIAL & INSTITUTIONAL)
THIS DEVELOPMENT WILL BE AN AGE RESTRICTED 55+ COMMUNITY
205.76 ACRES

PROPOSED PROPERTY ZONING: PUD
MIXED USES ON THIS PROPERTY SHALL INCLUDE AT LEAST TWO (2) OF THE THREE (3) USES IN THE FOLLOWING TABLE:

USE	MINIMUM	MAXIMUM
RESIDENTIAL	15%	65%
COMMERCIAL	5%	30%
INSTITUTIONAL	5%	35%

PERMITTED USES ARE ALL OF THE USES LISTED UNDER R-1, R-2, R-3, R-P, AND C-1 ZONING DISTRICTS. USES ALSO ALLOWED WITHOUT SPECIAL EXCEPTION APPROVAL ARE: CHURCH/RELIGIOUS FACILITIES, CONVENIENCE STORES WITH FUEL OPERATIONS, RESTAURANTS, BANKS, AND ATHLETIC/SPORTS FACILITY USES. USES THAT ARE PROHIBITED ARE: MOBILE HOMES PARKS, HOMESTAY BED & BREAKFAST, OFFICE/WAREHOUSE FACILITIES, AND MINI-WAREHOUSES.

ALLOWABLE DENSITY:

MAXIMUM ALLOWABLE DENSITY: 900 DU

NON-RESIDENTIAL:
MAXIMUM ALLOWED FAR - 0.70
MAXIMUM ALLOWED ISR - 0.80

PROPOSED NON-RESIDENTIAL

TOTAL	MAXIMUM COMM. (SF)	MAXIMUM INST. (SF)	FAR: 0.04<0.7
	190,000	180,000	

OPEN SPACE:
REQUIRED: 20% (MIN.: 41.2 AC)
PROVIDED: 46.2% (95± AC)(PARK AND RECREATION)

OPEN SPACES MAY BE ADJUSTED IN THE FUTURE BASED ON MARKET DEMANDS, HOWEVER, A MINIMUM OF 20% OPEN SPACE WILL BE PROVIDED.

BUFFER YARDS

	BUFFER (1)
FRONT (NORTH)	10'
SIDE (EAST)	10'
SIDE (WEST)	25'
REAR (SOUTH)	25' (ALONG PINE RIDGE DAIRY ROAD)

(1) SEE SITE PLAN FOR BUFFER LOCATIONS

LOT REQUIREMENTS:

District	SCHEDULE OF DIMENSIONAL REQUIREMENTS							
	Min. Living Area/DU (SF)	Min. Lot Width (FT)	Max. Building Cover (%)	Min. Open Space (%)	Max. Building Height (N.T.E.) (2) (FT)	Min. Building Setback (1) (FT)		
						Front (4)	Side	Rear
RES (DETACHED)(ILF)	1,000	40	50	10	35	20	5	20
RES (ATTACHED)(ILF)(3)	1,000	20	50	10	35	20	0	20
INSTITUTIONAL	N/A	100	N/A	10	95	20	5	20
COMMERCIAL	N/A	100	N/A	10	95	20	5	20

- ACCESSORY STRUCTURE SETBACKS (i.e. - WOOD DECK, SWIMMING POOL & DECK, SCREEN POOL ENCLOSURE) CAN BE REDUCED TO 5'.
- MAXIMUM HEIGHT FOR SPECIFIC STRUCTURES (i.e. - ANTENNA-DISH (GROUND MOUNTED); FREE STANDING CARPORTS; RESIDENTIAL STORAGE BUILDINGS): 20'.
- APPLIES TO TOWNHOMES AND ATTACHED VILLAS.
- FRONT (GARAGE SETBACK): 25'

- NOTES:**
- THIS PLAN IS PREPARED BASED ON CURRENT NEEDS AND ANTICIPATED DEVELOPMENT PROGRAM. HOWEVER, THE PLAN AND DEVELOPMENT PROGRAM ARE SUBJECT TO CHANGE BASED ON FUTURE MARKET CONDITIONS AND DEMANDS.
 - STORMWATER MANAGEMENT WILL BE ADDRESSED BY EACH PROJECT DURING THE CONSTRUCTION PLAN REVIEW PROCESS. STORMWATER MANAGEMENT WILL BE PROVIDED IN SHARED PONDS OR SEPARATE PONDS LOCATED WITHIN THE INDIVIDUAL PARCELS.
 - NEGOTIATIONS ARE IN THE PROCESS TO POTENTIALLY PROVIDE A GOLF CART PATH TO THE PROPERTY FROM THE VILLAGES.

UTILITIES STATEMENT
WATER AND SEWER SERVICES WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK UTILITY DEPARTMENT. THE WATER CONNECTIONS WILL BE MADE TO THE EXISTING MAINS LOCATED ALONG PINE RIDGE DAIRY ROAD AND COUNTY ROAD 466A. THE SEWER CONNECTION WILL BE MADE TO THE EXISTING FORCEMAIN LOCATED ALONG COUNTY ROAD 466A.

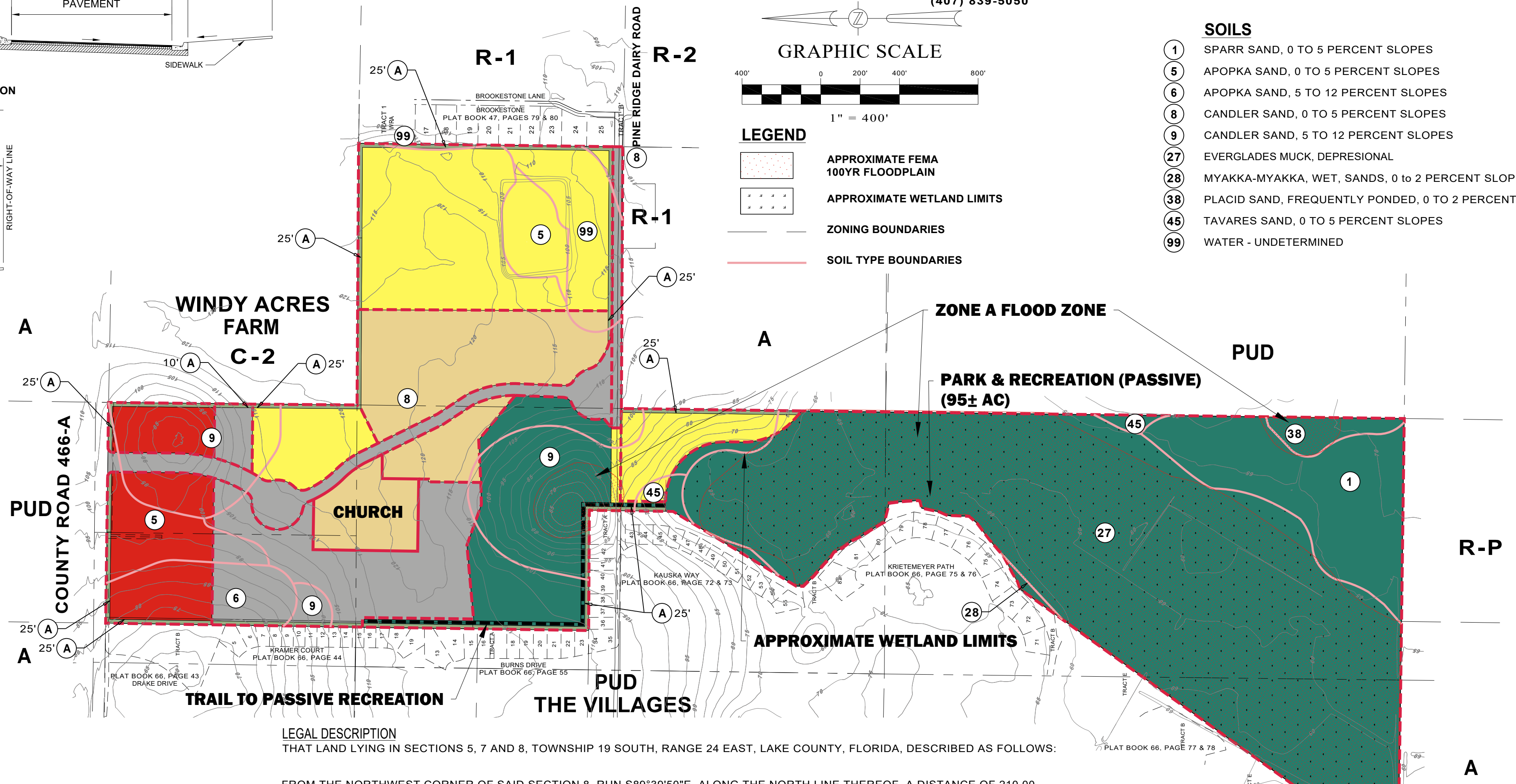
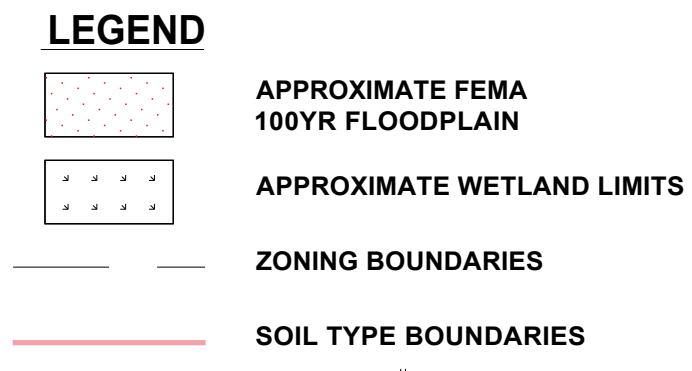
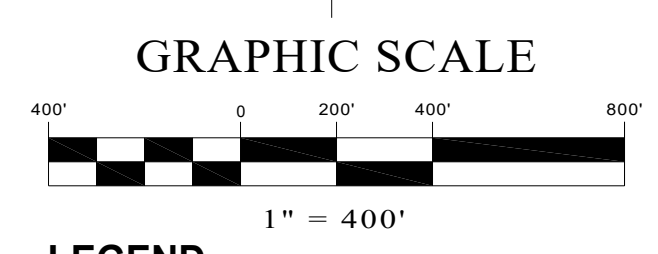
FLOOD ZONE
FLOOD ZONE X AND A PER FEMA F.I.R.M. PANELS 305 AND 306 OF 750 DATED: 12/18/2012.

WETLAND STATEMENT
THIS PROJECT CONTAINS JURISDICTIONAL WETLANDS. THE APPROXIMATE WETLAND LOCATIONS ARE SHOWN HEREON. THE ACTUAL LIMITS OF THE WETLANDS WILL BE DETERMINED PRIOR TO FINAL CONSTRUCTION PLAN PREPARATION.

STORMWATER CRITERIA
STORMWATER MANAGEMENT WILL BE PROVIDED IN ACCORDANCE WITH CHAPTER 158 OF THE CITY OF FRUITLAND PARK L.D.R. AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT'S CRITERIA.

FIRE CODE
THE PROPOSED DEVELOPMENT WILL BE DESIGNED IN ACCORDANCE WITH CHAPTER 161 OF THE CITY OF FRUITLAND PARK L.D.R., STATE, AND FEDERAL FIRE CODE REQUIREMENTS.

TREE AND LANDSCAPING
LANDSCAPING AND TREE PROTECTION WILL BE PROVIDED IN ACORDANCE WITH CHAPTER 164 OF THE CITY OF FRUITLAND PARK L.D.R.

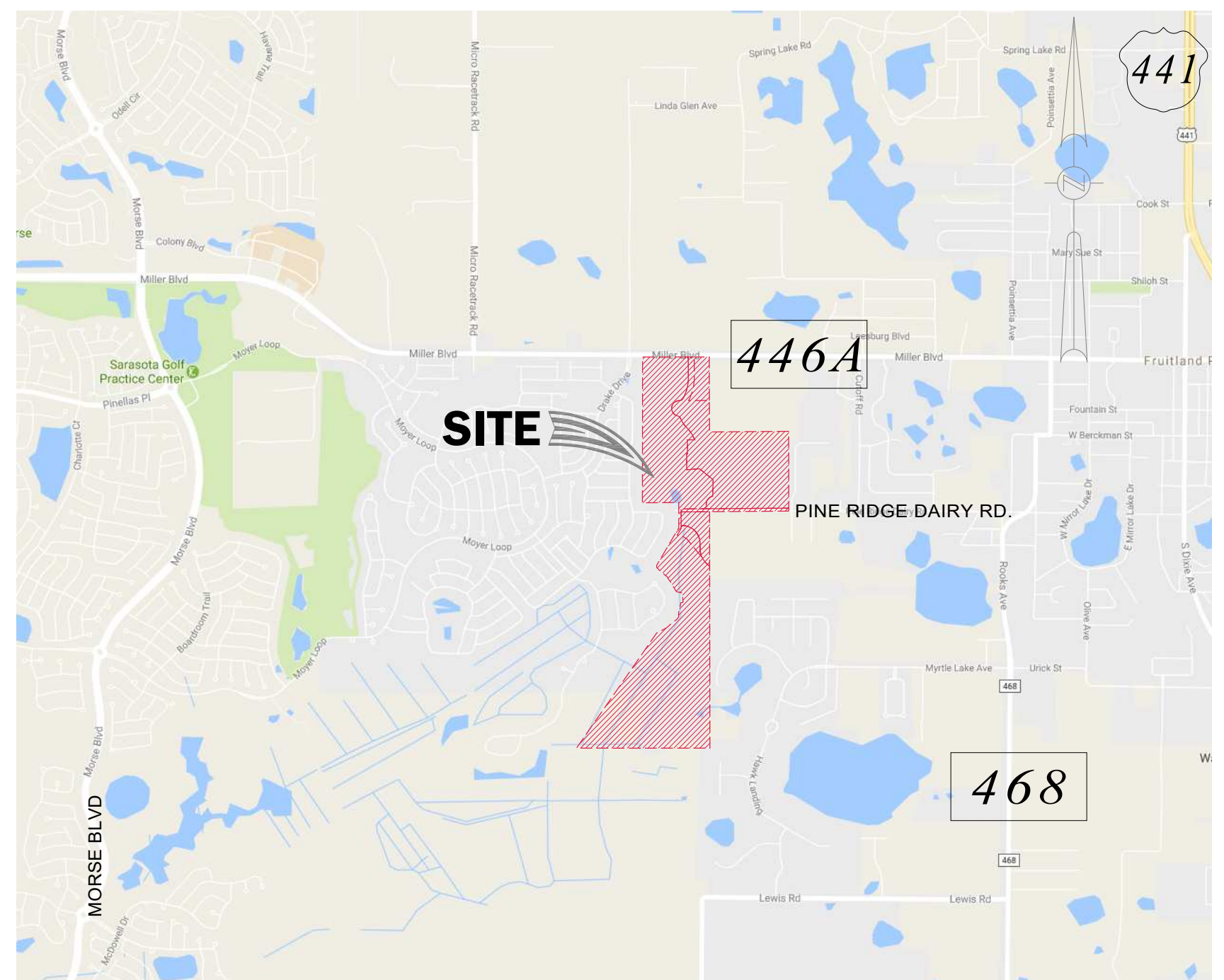


LEGAL DESCRIPTION
THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°56'55"W, 1,271.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.76 ACRES, MORE OR LESS.

SITE VICINITY MAP



NOT TO SCALE

DATE	REVISIONS	BY	CHECKED

WESTMINSTER PINE RIDGE
PUD REZONING
CITY OF FRUITLAND PARK, FLORIDA

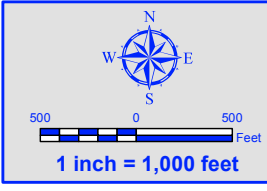
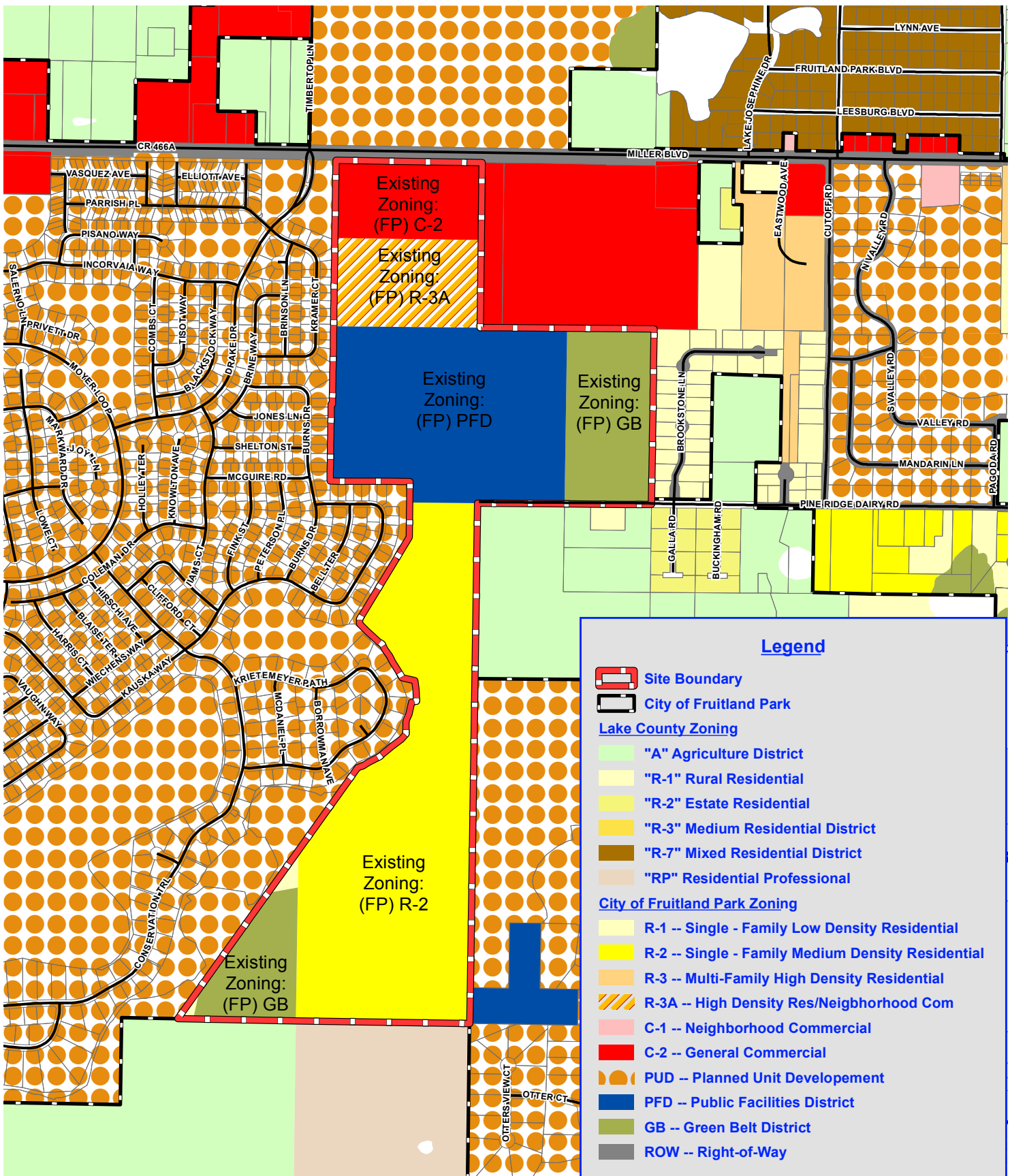


5127 S. Orange Avenue,
Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

PUD EXHIBIT PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	DG	GRC	GRC

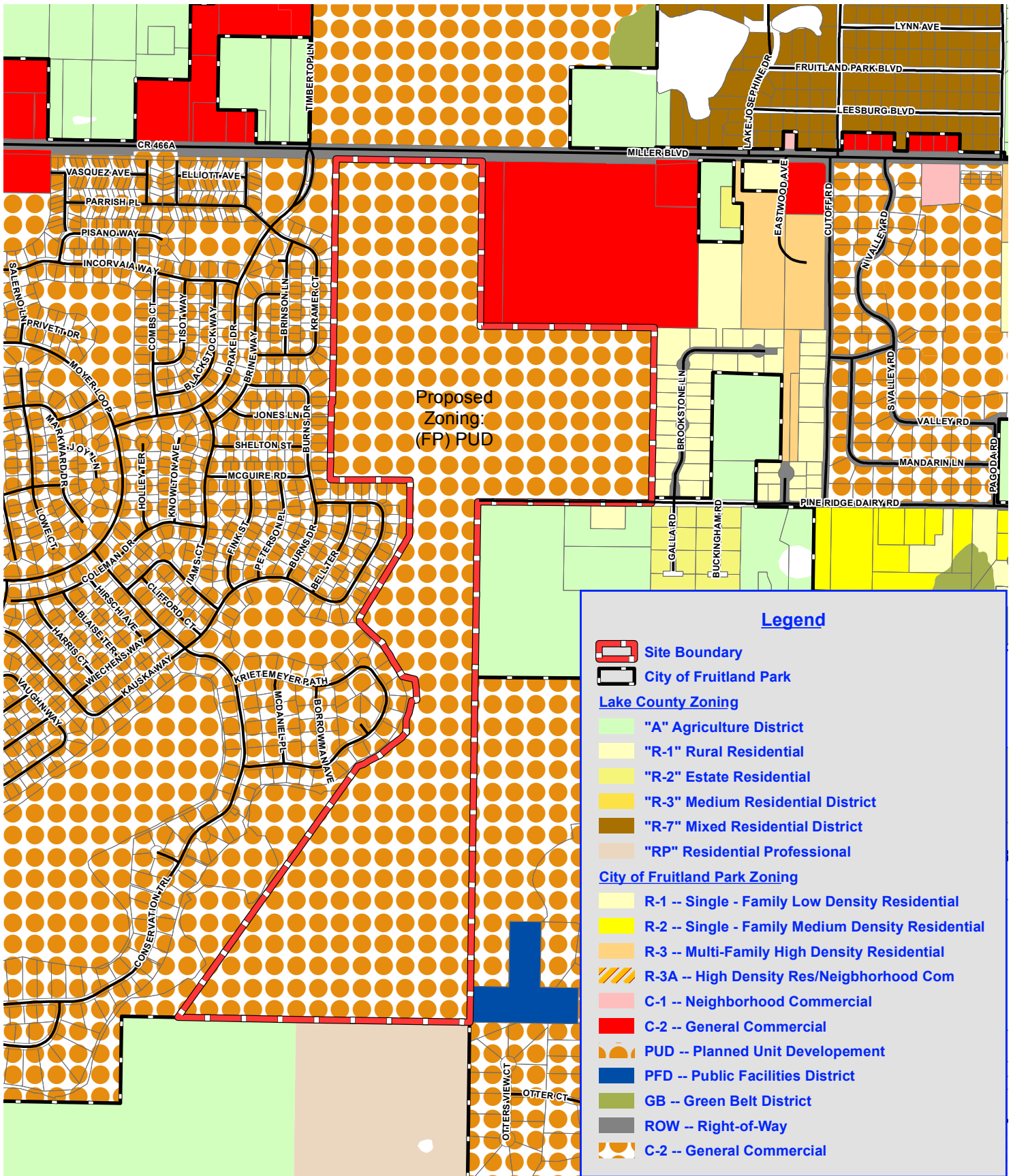
PROJECT NO.	16-043
SCALE	1" = 400'
DATE	AUGUST 7, 2017
SHEET NO.	C-1
SHEET	1 OF 1



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Existing Zoning

Project: 398-17-03
 File: Existing Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson

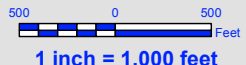




Proposed
Zoning:
(FP) PUD

Legend

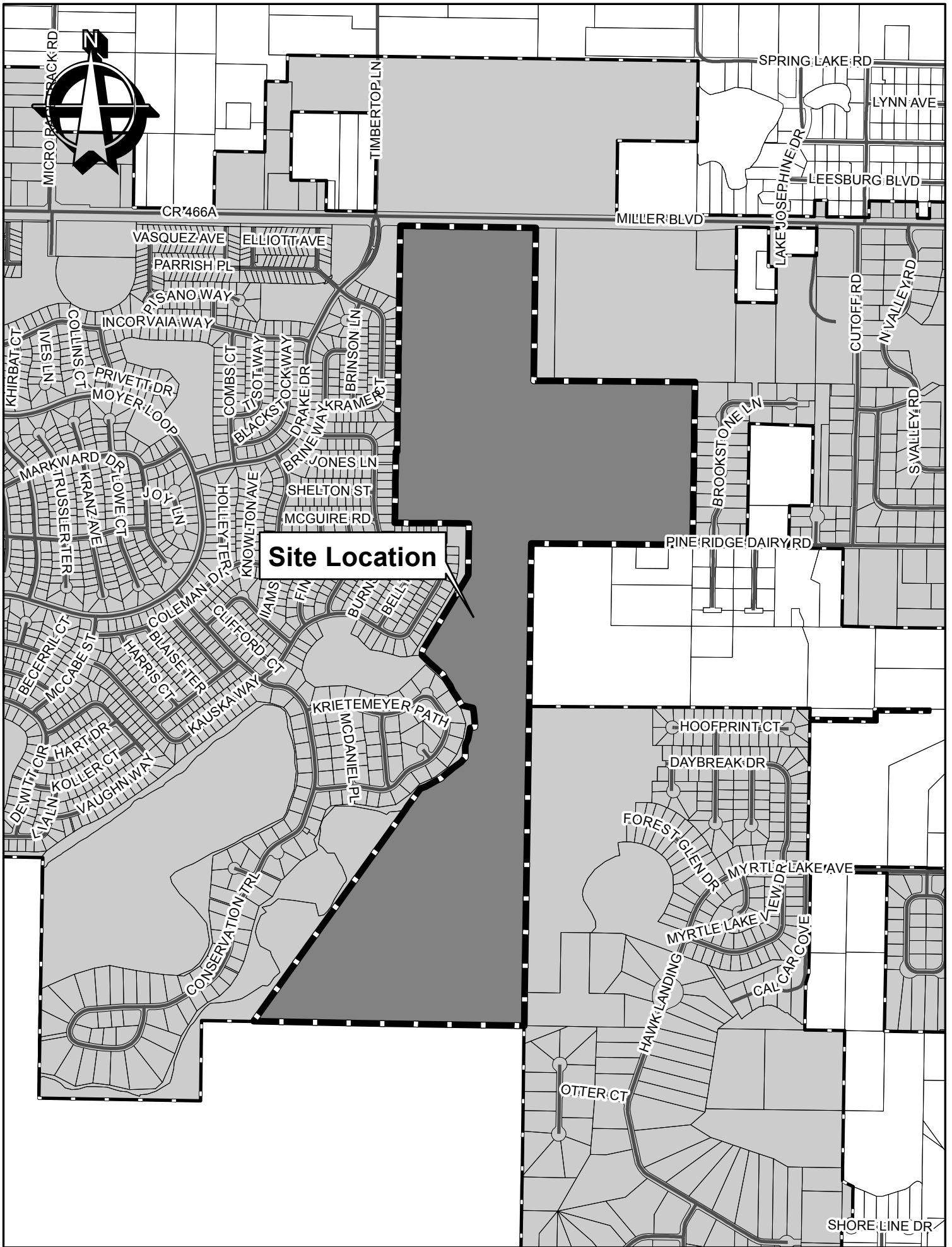
- Site Boundary
- City of Fruitland Park
- Lake County Zoning**
- "A" Agriculture District
- "R-1" Rural Residential
- "R-2" Estate Residential
- "R-3" Medium Residential District
- "R-7" Mixed Residential District
- "RP" Residential Professional
- City of Fruitland Park Zoning**
- R-1 -- Single - Family Low Density Residential
- R-2 -- Single - Family Medium Density Residential
- R-3 -- Multi-Family High Density Residential
- R-3A -- High Density Res/Neighborhood Com
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial
- PUD -- Planned Unit Development
- PFD -- Public Facilities District
- GB -- Green Belt District
- ROW -- Right-of-Way
- C-2 -- General Commercial



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Proposed Zoning

Project: 398-17-03
 File: Proposed Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson





CR'466A

Site Location

MICRO BACK RD

TIMBERTOP LN

SPRING LAKE RD

LYNN AVE

LEESBURG BLVD

MILLER BLVD

LAKE JOSEPHINE DR

VASQUEZ AVE

ELLIOTT AVE

PARRISH PL

RISANO WAY

INCORVAIA WAY

KHIRBAT CT

COLLINS CT

PRIVETT DR

MOYER LOOP

COMBS CT

T SOT WAY

BLACKSTOCK WAY

BRINEWAY

DRAKE DR

BRINSON LN

KRAMER RT

JONES LN

SHELTON ST

MCGUIRE RD

CUTOFF RD

N VALLEY RD

S VALLEY RD

BROOKSTONE LN

SPRING LAKE RD

Site Location

COLEMAN DR

GLIFFORD CT

BLASETER

HARRIS CT

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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 _____, 2018.

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.

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 an opaque 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); an opaque fence or wall shall be installed along all other property lines.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Print Name

Witness Signature

Print Name

By: _____
Signature

Print Name

Signature

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

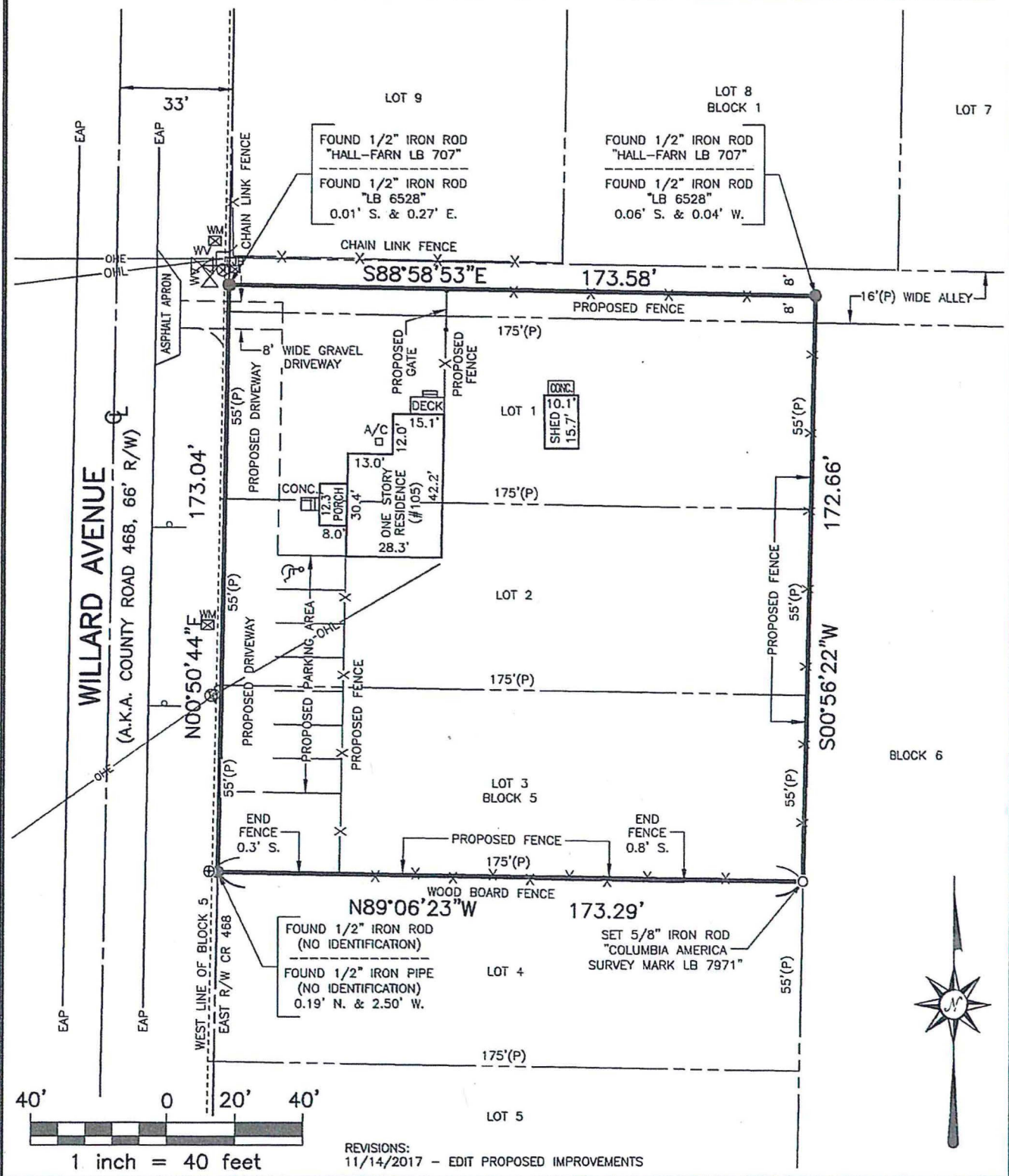
Lots 1, 2 and 3 and that ½ of vacated alley abutting thereof, Block 5, Plat of Geo. T. Clark's Gardenia Subdivision, According to the plat thereof, as recorded in Plat Book 3, Page 15, of the Public Records of Lake County, Florida.

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'

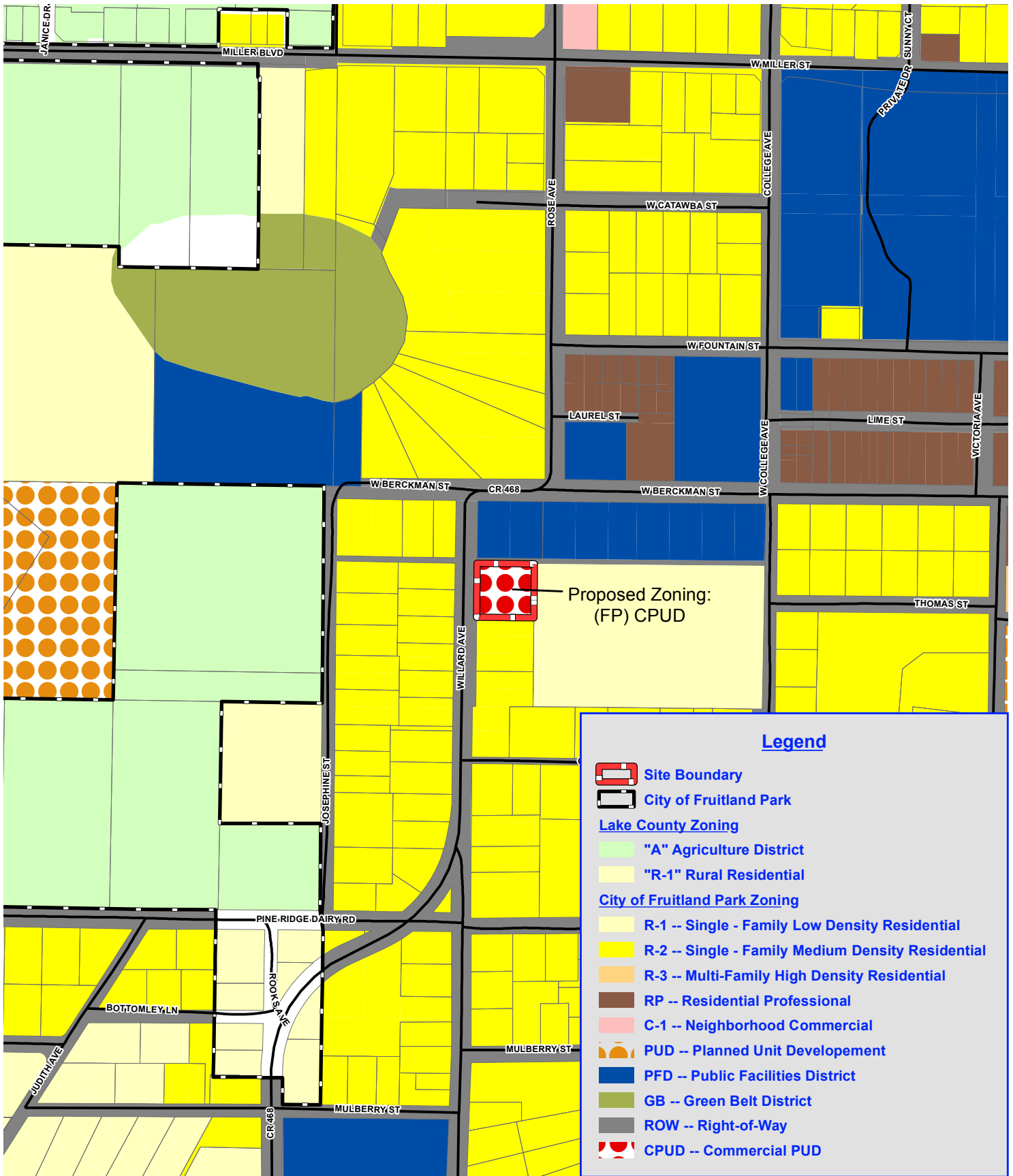
CERTIFIED TO:
WTG PROPERTIES, LLC

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

SEE PAGE 1
FOR DRAWING.

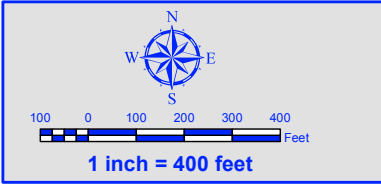
COLUMBIA AMERICA
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LICENSED BUSINESS NO. 7971 / www.ColumbiaAmerica.com
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JOB#: CA-2017-079
FILE #: 5C-00255
F.B./PG.: CA10/25
SURVEY DATE: 11/08/2017
DWG. FILE: GOODRIDGE.DWG



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

**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.

CITY OF FRUITLAND PARK
NOTICE TO SURROUNDING PROPERTY OWNERS

The City of Fruitland Park has received an application for Rezoning from Single-Family Medium Density (R2), to Commercial PUD (Planned Unit Development).

Name of Applicant: Wayne Goodridge, WTG Properties, LLC

Address or general location of property: 105 Willard Ave, Fruitland Park, FL 34731 (ALT Key #1432235)

Type of Zoning requested: Commercial (CPUD)

Reason for action Allow for contractors office and secured privacy fenced yard for types of C-1 uses (Neighborhood Commercial).

Other information attached: Yes X No _____

* * * *

There will be a Public Hearing:

Planning & Zoning Board
City Commission 1st Reading
City Commission Final Reading

Thursday, January 18, 2018 @ 6:00 p.m.
Thursday, January 25, 2018 @ 6:00 p.m.
Thursday, February 8, 2018 @ 6:00 p.m.

NOTE: If you are opposed to this application and wish to state your reasons, please fill out and return the form below to: Fruitland Park City Hall, 506 W Berckman Street, Fruitland Park, FL 34731, or call 352-360-6727 and your name will be listed for you to speak at the scheduled P&Z Board Meeting and/or City Commission Meeting.

* * * *

SURROUNDING PROPERTY OWNER

Name: _____
(Please Print)

Address: _____

I/We the undersigned have examined the above information for the proposed _____ and understand the nature of this request.

I/We are opposed /not opposed to this action. (check one)

I/We request to speak at P&Z Meeting and/or City Commission Meeting . (check one or both)

Addressee Signature

Addressee Signature

In the event this form is not mailed back to the City or you have not called the City to schedule you as a speaker, this will be considered as an approval.



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:



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: 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 Ayriss, 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 Ayriss 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 Ayriss 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

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 Picus, 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 Picus
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

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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.

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East	R-1 and PFD	Institutional and Single Family Low Density
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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.

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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.

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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.

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Proposed Land Use Program

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Existing Land Use Program

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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
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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

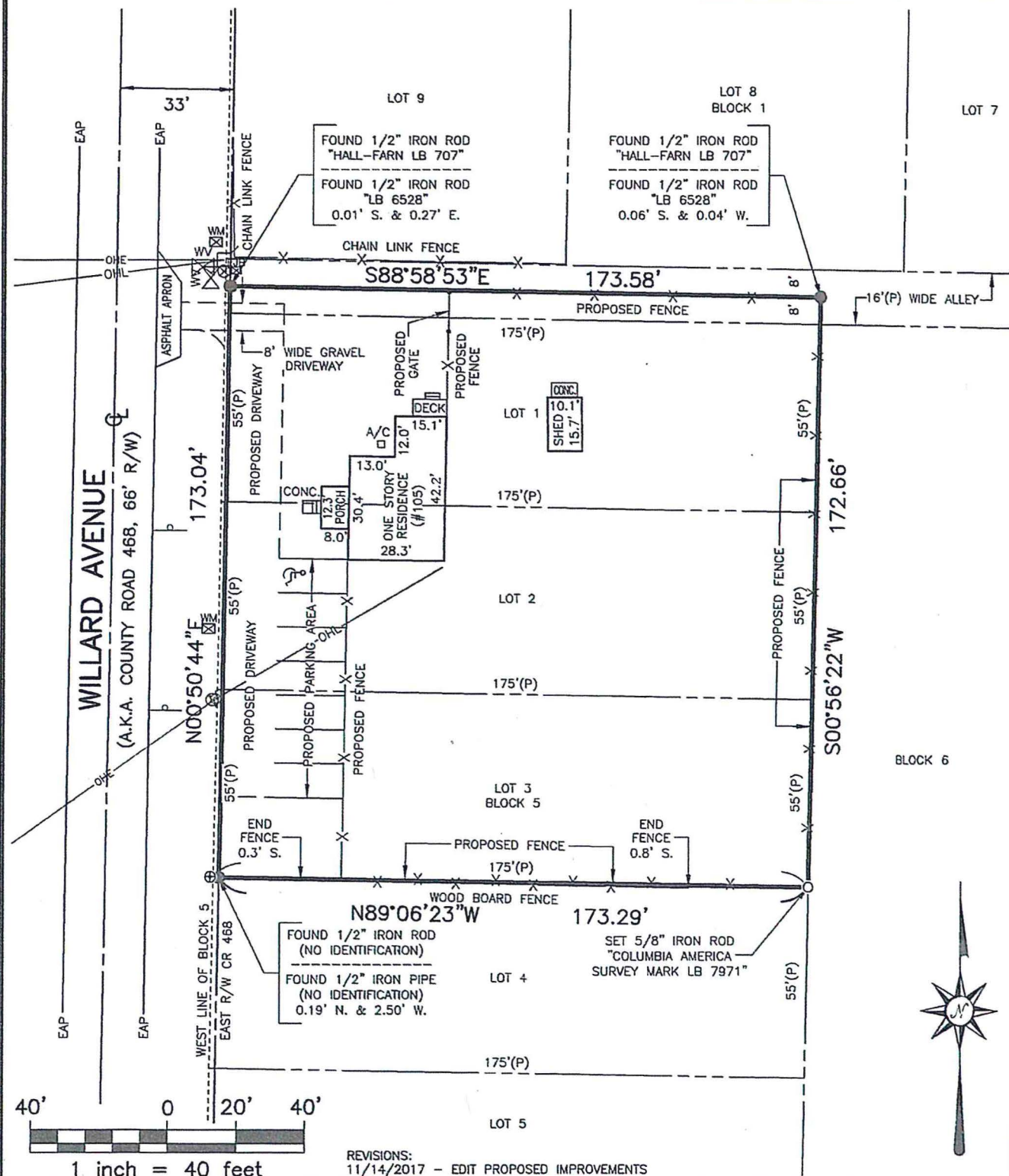
Lots 1, 2 and 3 and that ½ of vacated alley abutting thereof, Block 5, Plat of Geo. T. Clark's Gardenia Subdivision, According to the plat thereof, as recorded in Plat Book 3, Page 15, of the Public Records of Lake County, Florida.

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

PAGE 2 OF 2

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

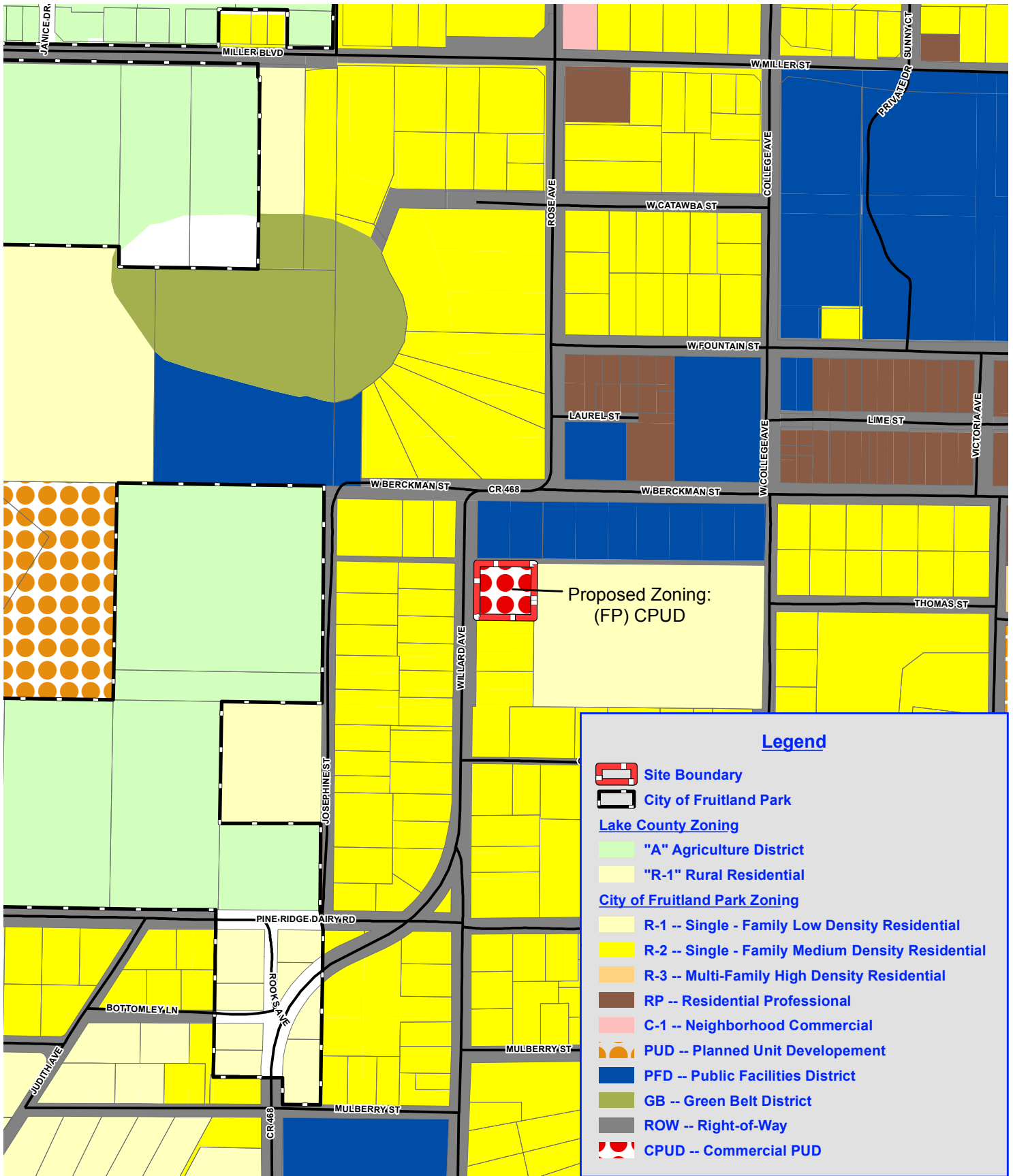
Anita Geraci-Carver, City Attorney

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

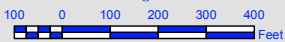
Lots 1, 2 and 3 and that ½ of vacated alley abutting thereof, Block 5, Plat of Geo. T. Clark's Gardenia Subdivision, According to the plat thereof, as recorded in Plat Book 3, Page 15, of the Public Records of Lake County, Florida.



Proposed Zoning:
(FP) CPUD

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



1 inch = 400 feet

**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





506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

<p>Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley</p>	<p>Others: Greg Beliveau, City Land Planner Tracy Kelley, Administrative Assistant</p>
--	---

**MINUTES
 PLANNING & ZONING BOARD
 JANUARY 18, 2018
 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 LPG Beliveau and Assistant Kelley.
- III. **MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from December 13, 2017. Motion to approve meeting minutes by Board member Colin Crews. Second by Board member Philip Purlee. Approved 5-0.
- IV. **OLD BUSINESS:**

A Tabled WTG Properties (ALT Key #1432235)

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

LPG Beliveau gave an introduction for the Rezoning application from single family medium density to Commercial PUD (CPUD) to allow for the use of a contractor’s storage yard. LPG Beliveau presented the Master Developer’s Agreement to the Board and recommends approval as long as the conditions of the agreement are met.

LPG Beliveau reviewed the site plan submitted by the applicant with application, however, applicant has not submitted an amended site plan that meets the conditions as in the Master Developer’s Agreement. LPG Beliveau outlined the two specific conditions of the Master Developer’s Agreement that are not on the submitted site plan 1) 15’ required landscape buffer along Willard Avenue; recommended due to the existing residential uses 2) existing parking lot layout needs to meet the City’s current parking lot requirements as outlined in the LDR’s (Land Development Regulations), and 3) the existing site plan indicates a wooden privacy fence whereas the Master Developer’s Agreement states a white PVC privacy fence.

LPG Beliveau recommends approval if the REVISED submitted site plan meets the requirements as outlined in the Master Developers’ Agreement; explained the applicant does have the opportunity to re-submit a revised site plan prior to Commission approval.

Chairwoman Bame addressed the audience if there were any public comments

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

William E Graham – objects commercial zoning due to increased traffic; Benjamin (Greg) Shepherd – objects commercial zoning due to increased traffic; Wanda Smith – objects commercial zoning due to increased traffic, noise, and crime; Kathleen Wolfarth - objects commercial zoning due to traffic and potential future commercial uses of property

During citizen's comments LPG Beliveau, Board members, and Applicant Wayne Goodridge gave detailed explanations and references to City Land Development Regulations (LDR's).

Applicant Wayne Goodridge commented the amendments needed for the Master Developer's Agreement to meet approval would not be an issue 1) 15' landscape buffer to be included 2) increase driveway to width of 12' 3) 6' white PVC fence, and 4) employee parking in rear behind fence and meet the minimal parking requirements.

Board member Dicus addressed the audience as a long-time resident of Fruitland Park, the intended use would not add any more traffic than already on Willard Avenue; the applicant is also bringing an option with the privacy fence to buffer from the surrounding residents; and commercial development is pending in the immediate area.

Chairwoman Bame reviewed the allowed uses under C1 Zoning; a restaurant would not be permitted for future use (potential concern by residents); and Chairwoman Bame clarified the difference between a Maintenance and Contractor's Yard as defined in City's LDR's.

LPG Beliveau also reviewed if any other intended uses were presented, the applicant and/or property owner would need to reapply with the City for those intended uses.

Board member Crews concerned proposed land use does not meet Medium Residential Density FLU; Board member Crews states the proposed land use is out of character.

Land Planner Beliveau reviewed and discussed the City's FLU along corridor of Willard Avenue.

Board member Bradley commented the surrounding commercial business (Food Pantry as referenced by Applicant Wayne Goodridge) has certain hours of operation that does not increase the local traffic on a routine basis; the proposed land use application is more suitable in the Industrial Zoning.

Board member Purlee wanted clarification and definition of contractor's yard.

LPG Beliveau read those definitions from the City's LDR's.

Chairwoman Bame called for any further comments; Chairwoman Bame called for motion

Motion by Board member Dicus to approve Rezoning from Single Family Medium Density (R2) to Commercial PUD (CPUD). Second by Board member Purlee

Approved 2-5 (Board member Dicus and Board member Purlee)

Opposed 3-5 (Chairwoman Bame, Board member Crews, Board member Bradley)

V. **NEW BUSINESS:** None

BOARD MEMBERS' COMMENTS: None

ADJOURNMENT: 7:03PM

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney