

**FRUITLAND PARK LOCAL PLANNING AGENCY MEETING
AGENDA**

September 22, 2022

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

On or before 6:15 p.m.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES** (city clerk)
July 28, 2022 LPA meeting

QUASI-JUDICIAL PUBLIC HEARING

- 4. First Reading and Quasi-Judicial Public Hearing – PUD – Lake Ella Road and East of Rolling Acres Road – Petitioner Daryl M. Carter, Trustee of Lake Eller Road Land Trust**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

- 5. UNFINISHED BUSINESSES**
- 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. 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.

**CITY OF FRUITLAND PARK
LPA AGENDA ITEM SUMMARY SHEET
Item Number: 3**

ITEM TITLE: Draft LPA Meeting Minutes

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Thursday September 15, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **July 28, 2022 meeting minutes**

FUNDS REQUIRED: None

ATTACHMENTS: Draft meeting minutes

RECOMMENDATION: Approval, if there are no corrections.

ACTION: Approval.

**FRUITLAND PARK LOCAL PLANNING AGENCY
DRAFT MEETING MINUTES
July 28, 2022
6:15 p.m.**

A regular meeting of the Fruitland Park Local Planning Agency was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 28, 2022 at 6:15 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter Jr., Commissioners Chris Bell (joined in by Zoom video teleconference call), and Patrick DeGrave

Members Absent: Commissioner John Mobilian.

Also present: City Manager Gary La Venia; Sandy Minkoff Esq., representing the City Attorney, City Treasurer Jeannine Racine, Police Chief Erik Luce, Robb Dicus, Public Works Director; Mses. Kelli Fielder and Emily Church, Community Development Department, Mr. Michael “Mike” Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and Interim Community Development Director, Lake County Fire Rescue Lieutenant Jeff Lord and Firefighter Emergency Medical Technician Justin Davison; Planning and Zoning (P&Z) Board Vice Chair Dan Dicus; P&Z Member Fred Collins; District 2 Candidate and Seat 1 Board of Supervisors District 11 Janice Collins and City Clerk Esther B. Coulson.

1. CALL TO ORDER

Mayor Cheshire called the meeting to order.

ACTION: 6:10:22 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll, a quorum was declared present.

ACTION: 6:12:12 p.m. **By unanimous consent, the Local Planning Agency excused the absence of Commissioner Mobilian at this evening’s meeting.**

3. APPROVAL OF MINUTES

April 28, 2022 LPA meeting

ACTION: 6:10:55 p.m. **On motion of Commissioner DeGrave, seconded by Vice Mayor Gutner and unanimously carried, the LPA approved the previously cited minutes as submitted.**

PUBLIC HEARING

4. Public Hearing – Ordinance 2022-015 LSCPA- – Timbertop Lane - Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson

After Mr. Minkoff read the following title of proposed Ordinance 2022-015 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Michael "Mike" Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and interim community development director, outlined the process for this evening's meeting; noted the proposed project which he intends to elaborate later this evening at the city commission meeting, and conveyed the Planning and Zoning (P&Z) Board's recommendation of approval at its July 21, 2022 meeting.

Mr. Randall "Randy" R. Hodge, Intram Investments Inc., (purchaser for the proposed property), voiced his support of staff's report and referred to the development agreement that approved at the P&Z Board meeting. He conveyed his remarks with staff on retail development as their primary business with some element of residential development before attracting retailers to the project; gave reasons why he does not believe it would be workable for residential to be completed in the same corporation as commercial development, and expressed preference for the development agreement to be approved with the phasing language within the master development agreement (MDA) under proposed Ordinance 2022-014 (to be considered by the city commission later this evening) was approved by the P&Z Board instead of the language proposed before the LPA.

After Mr. Hodge indicated that a final determination has not been made for residential owner-occupied or rental (four or two-story) dwelling units, Mr. Rankin cited the responses received from the total number of notice letters sent to the surrounding property owners contiguous to the subject proposed site and the LPA expressed concerns on the subject proposal. (A copy of the property owners' responses to the letters was filed with the supplemental papers to the minutes of this meeting.)

Following further discussion, Ms. Kelly Froelich, Intram Investments Inc., confirmed that there was no change pertaining to the subject item; however, the phasing language is different in the MDA which was approved by the P&Z Board.

Later in the meeting, Mr. John Doyle, City of Fruitland Park resident and Ms. Janice “Jan” Collins, The Villages of (Pine Ridge) Fruitland Park and District 2 Candidate, appeared before the LPA citing reasons in opposition to the proposed development.

Messrs. Larry Blevins, City of Fruitland Park resident, indicated that he is affected by the proposed development and found out about the subject matter issue prior to this evening’s meeting. He recalled his previous appearance before the LPA and city commission advocating his request as a multi-family property and relayed his experiences with tenants as a result. Mr. Blevins asked that the LPA review the current zoning designation for the use in question and erect a buffer separating the residents.

Ms. Shayna S. Grunewald, City of Fruitland Park resident, questioned the cost to the residents, indicated that she is pro-development, and explained that she does not want the city to resemble the City of Leesburg.

ACTION 6 11:11 p.m. After much discussion and earlier in the meeting **a motion was by Vice Mayor Gunter and seconded by Commissioner DeGrave that the LPA take no action on proposed Ordinance 2022-015 as previously cited but refer it to the city commission for consideration.**

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion with the LPA members voting as follows:

Vice Mayor Gunter	Yes
Commissioner Bell	Yes
Commissioner DeGrave	Yes
Mayor Cheshire	No

The motion was declared carried on a three to one (3-1) vote.

END OF QUASI-JUDICIAL PUBLIC HEARING

5. UNFINISHED BUSINESS

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

ACTION: 6:39:05 p.m. No action was taken.

6. PUBLIC COMMENTS

In response to a question posed by Mr. Robert “Bob” D. Willie, City of Fruitland Park, on the outcome and subsequent plans for of Timbertop Lane, Mr. La Venia explained that said roadway belongs to Lake County.

ACTION: 6:39:10 p.m. No action was taken.

7. **ADJOURNMENT**
The meeting adjourned at 6:40 p.m.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

**CITY OF FRUITLAND PARK
LPA AGENDA ITEM SUMMARY SHEET
Item Number: 4**

ITEM TITLE:	Quasi-Judicial Public Hearing
MEETING DATE:	Thursday, September 22, 2022
DATE SUBMITTED:	Monday, September 12, 2022
SUBMITTED BY:	City Attorney/City Manager/Community Development Director
BRIEF NARRATIVE:	Quasi-Judicial Public Hearing
FUNDS REQUIRED:	None
ATTACHMENTS:	Quasi-Judicial Public Hearing Establishment
RECOMMENDATION:	N/A
ACTION:	LPA Consideration

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.



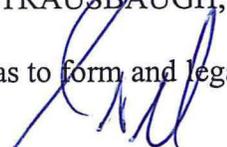
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



Select Year: 2020

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)[PUBLIC BUSINESS](#)[PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS](#)**286.0115 Access to local public officials; quasi-judicial proceedings on local government land use matters.—**

(1)(a) A county or municipality may adopt an ordinance or resolution removing the presumption of prejudice from ex parte communications with local public officials by establishing a process to disclose ex parte communications with such officials pursuant to this subsection or by adopting an alternative process for such disclosure. However, this subsection does not require a county or municipality to adopt any ordinance or resolution establishing a disclosure process.

(b) As used in this subsection, the term “local public official” means any elected or appointed public official holding a county or municipal office who recommends or takes quasi-judicial action as a member of a board or commission. The term does not include a member of the board or commission of any state agency or authority.

(c) Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any local public official the merits of any matter on which action may be taken by any board or commission on which the local public official is a member. If adopted by county or municipal ordinance or resolution, adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with local public officials.

1. The substance of any ex parte communication with a local public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

2. A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

3. Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

4. Disclosure made pursuant to subparagraphs 1., 2., and 3. must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. This subsection does not subject local public officials to part III of chapter 112 for not complying with this paragraph.

(2)(a) Notwithstanding the provisions of subsection (1), a county or municipality may adopt an ordinance or resolution establishing the procedures and provisions of this subsection for quasi-judicial proceedings on local government land use matters. The ordinance or resolution shall provide procedures and provisions identical to this subsection. However, this subsection does not require a county or municipality to adopt such an ordinance or resolution.

(b) In a quasi-judicial proceeding on local government land use matters, a person who appears before the decisionmaking body who is not a party or party-intervenor shall be allowed to testify before the decisionmaking body, subject to control by the decisionmaking body, and may be requested to respond to questions from the

decisionmaking body, but need not be sworn as a witness, is not required to be subject to cross-examination, and is not required to be qualified as an expert witness. The decisionmaking body shall assign weight and credibility to such testimony as it deems appropriate. A party or party-intervenor in a quasi-judicial proceeding on local government land use matters, upon request by another party or party-intervenor, shall be sworn as a witness, shall be subject to cross-examination by other parties or party-intervenors, and shall be required to be qualified as an expert witness, as appropriate.

(c) In a quasi-judicial proceeding on local government land use matters, a person may not be precluded from communicating directly with a member of the decisionmaking body by application of ex parte communication prohibitions. Disclosure of such communications by a member of the decisionmaking body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decisionmaking body. All decisions of the decisionmaking body in a quasi-judicial proceeding on local government land use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

(3) This section does not restrict the authority of any board or commission to establish rules or procedures governing public hearings or contacts with local public officials.

History.—s. 1, ch. 95-352; s. 31, ch. 96-324.

CITY OF FRUITLAND PARK
LPA AGENDA ITEM SUMMARY SHEET
Item Number: 4

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing -Ordinance 2022-019 Planned Unit Development (PUD) - South of Lake Ella Road and East of Rolling Acres Road - Petitioner: Daryl M. Carter, Trustee of Lake Ella Road Land Trust

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Monday, September 12, 2022

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Ordinance 2022-019 - Proposed development of 158± consists of rentals and sale of 413 single family units (50'x120' – 6,000 SF) and 190 townhomes (24'x120' – 2,800 SF) for a total of 603 dwelling units at a density of 3.78 units/acre. The previous PUD/master development agreement (MDA) (according to Ordinance 2007-008) expired 10 years after the date of the 2007 effective date. The previous MDA allowed 4.20 acres of commercial/institutional/public; 210 ± single family dwelling units; 426 ± townhomes; 50' and 70' lots and no apartments or multi-family rental units on the property. This was considered before the September 15, 2022 Planning and Zoning Board. (The second reading will be held on October 13, 2022.)

FUNDS REQUIRED: None

ATTACHMENTS: Draft Ordinance 2022-019, MDA, concept plan, location map, surrounding sites, school concurrency, staff report, Lake County comments, developer's proportionate mitigation offer, Enacted Ordinance 2007-008, P&Z Board Sign-In Sheet, and public hearing affidavit.

RECOMMENDATION: Staff does not recommend approval as the adopted level of service and future conditions indicate that Rolling Acres Road and Micro Racetrack Road will operate below the adopted standards *unless* proportionate fair share mitigation can be negotiated amongst Lake County, the City of Fruitland Park and the developer. (See LPG Urban Regional Planners Inc.'s staff report dated August 24, 2022 and note that the current proportionate share mitigation offered by the developer is deemed insufficient.)

ACTION:

ORDINANCE 2022-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Resibuilt Homes, LLC as applicant, on behalf of Daryl M. Carter, As Trustee of Lake Ella Road Land Trust as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD to City Residential Planned Unit Development (RPUD) 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 zoning 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 FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1: The following described property consisting of approximately 158 ± acres generally located south of Lake Ella Road and east of Rolling Acres Road as described and depicted as set forth on Exhibit "A" shall hereafter be designated as RPUD "Residential Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. 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. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.

EXHIBIT B

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the ___ day of _____, 2022, between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as the “City”), and **Daryl Carter, as Trustee of Lake Ella Road Land Trust** (hereinafter referred to as the “Owner”).

RECITALS

1. Owner owns approximately 159 acres of property currently located in the City of Fruitland Park, Florida, described as set forth on Exhibit “A” attached to and incorporated in this Agreement (hereafter referred to as the “Property”).
2. Owner’s predecessors in interest, LAKE ELLA DEVELOPERS II, LLC, a Florida limited liability company and LAKE ELLA DEVELOPERS III, LLC, a Florida limited liability company entered into that certain Master Developer Agreement with the City dated April 26, 2007 (“Prior Development Agreement”).
3. As part of the Prior Development Agreement, the Property was annexed into the City of Fruitland Park and the Property was rezoned to Planned Unit Development (“PUD”). The terms of the Prior Development Agreement expired on April 26, 2017.
4. Owner has filed an application for a new PUD for the Property to construct 413 single-family homes and 190 townhomes for a total of 603 units.
5. 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.
6. The City of Fruitland Park has determined that the proposal for the development of the Property 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.
7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein and per future agreement of the parties.
8. 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. Land Use/Development. Development of the Property shall be substantially consistent with the “Rolling Acres at Lake Ella” conceptual development plan dated August 2, 2022 and attached as **Exhibit “B”** (the “Plan”). All development shall be consistent with City’s “PUD” (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development shall also be consistent with “R-8” (Multiple-Family Low Density Residential) zoning district and, subject to City approval after public hearings and DCA approval, City’s Multiple-Family Low Density Residential land use category for the entire Property. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

Section 3. Density. Overall gross density shall not exceed 3.78 units/acre.

Section 4. Development Standards. City and Owner agree that the unit mix for the development of the Property shall be substantially as follows:

- A. Single Family Detached Dwelling Units: 413 +/- units.
- B. Townhomes: 190 +/- units.
- C. Total Minimum Open Space: 25% (39.75 acres = 159 acres x 25%)

The City approved placement of above-ground water or wastewater utility improvements within areas described as “Open Space” shall still qualify as “open space” for purposes of this minimum open space requirement.

- D. Building Heights. The maximum building height within the Property is 35 feet.
- E. Setbacks:

- a. 50’ lots (Single-Family):

- Front: 30 feet

- Side: 5 feet

- Street Side: 20 feet

- Rear: 20 feet

- b. 60’ lots (Single-Family):

- Front: 30 feet

- Side: 5 feet

Street Side: 20 feet

Rear: 20 feet

c. 24' lots (Townhome):

Front: 30 feet

Side: 0 feet

Side between building pads: 10 feet

Street Side: 20 feet

Rear: 20 feet

- F. **Minimum Living Area.** Single family detached shall have a minimum living area of 1432 square feet and single family attached (townhome) shall have a minimum living area of 1833 square feet.
- G. **Minimum Lot Width.** A maximum of two hundred seventy-eight (278) single family detached lots within the development shall have a minimum lot width of fifty feet (50'). A minimum of one hundred and thirty-five lots (135) single family detached lots within the development shall have a minimum lot width of sixty feet (60'). Townhome lots (single family attached) shall have a minimum lot width of twenty-four feet (24').
- H. **Minimum Lot Depth.** The minimum lot depth for detached and attached single family shall be one hundred twenty feet (120').
- I. **Minimum Lot Area.** The minimum lot area for 50' wide lots shall be 6,000 square feet. The minimum lot area for 60' wide lots shall be 7,200 square feet. The minimum lot area for 24' wide lots shall be 2,880 square feet.
- J. **Maximum Number of Attached Townhome Lots.** The maximum number of attached townhome lots shall be six (6).
- K. **Maximum Building Coverage.** The maximum building coverage shall be 40%.

Section 5. Residential Design Standards are 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 residential 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 6. Homeowners Association. Owner shall establish a homeowners’ association or similar entity acceptable to City (HOA), which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall install all such improvements at their expense. Owner agrees to, at Owner expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Further, Owner shall include in the covenants and restrictions notification of the private airfield located southwest of the Property and sprayfield located within close proximity to the Property. Unless otherwise approved by the City Commission, Owner shall also include requirements for all detached single-family homes and townhomes to have a garage with a prohibition against converting such garage areas to living area. Owner shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

Section 7. Pedestrian and Bicycle Facilities. Owner agrees to construct sidewalks to City standards on both sides of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Owner agrees to dedicate bicycle trails as are reasonably determined by City so as to achieve a "walkable" community, including possible connectivity to the surrounding community.

Section 8. Road Improvements and Access. Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. If required by the City, Owner shall improve Rolling Acres Road to City and County standards from the subdivision entrance to the intersection of Rolling Acres and Lake Ella Road, including intersection improvements and turn lanes required by Lake County. If requested by City, Owner shall amend the Plan and construct a road or roads connecting the Property to the surrounding community. Additionally, Owner shall provide stormwater retention associated with the roads either within the right of way or on the Property.

Owner acknowledges that the City desires transportation connectivity from the Property to neighboring communities. Accordingly, Owner agrees to maintain property as undeveloped and dedicate right of way to the extent reasonably requested by City to preserve the opportunity for such connecting roadways. The City anticipates a point of connection in the location shown on Exhibit "C"; however, Owner agrees that said point of connection may be relocated at the request of the City prior to final plat approval.

Section 9. Construction. Owner shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature.

Additionally, Owner agrees that any and all damage caused by Owner to right of way surrounding the Property during construction of the improvements contemplated in this Agreement shall be repaired in a timely manner at Owner's sole expense.

Section 10. Lighting. Owner shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from residential areas to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner, at Owner's expense, and thereafter maintained by the HOA.

Section 11. Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater services (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. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer’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. If any such improvements are oversized at the City’s request, the City shall either provide cash or impact fee credits to reimburse Owner for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner will enter into a Pioneer Agreement with the Owner to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of the utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees to and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer 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 13. 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. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a “walkable” community that is connected to the surrounding community.

Section 14. Landscaping/Buffers. Owner has reviewed City’s Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

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

Owner shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, buffers, and berms on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

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.

Owner agrees to construct all landscape buffers as required by City's Land Development Regulations. Owner further agrees to provide additional buffering along the boundaries of the Property as is reasonably requested by City to buffer the Property from adjoining properties.

Section 15. 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 16. 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 residential property owners within the City.

Section 17. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

Section 18. Final Site Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 19. 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 20. Solid Waste Disposal Facilities. Owner shall provide solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations for the commercial parcel. The Property

shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

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.

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/Developer 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 or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

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, 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 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:	Mr. Gary La Venia, 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, Esquire City Attorney 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	_____ c/o ResiBuilt Homes, LLC 3630 Peachtree Rd., Suite 1500 Atlanta, GA 30326 Attn: Chris Cole Email: ccole@resibuilt.com
Copy to:	Cushla E. Talbut, Esq.

	Greenberg Traurig, P.A. 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301 Telephone: 954.468.1728 Email: talbutc@gtlaw.com
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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/Developer. Construction of the Project shall substantially commence on or before _____, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the Term of Agreement may be extended by mutual agreement of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

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:



Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

As its: _____

Print Name

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ___ day of _____ 2007,
by _____, as _____ of _____,
who is 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 IN 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: _____

City Attorney

ATTEST: _____
Esther B. Coulson, City Clerk

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

ACCEPTED IN 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: _____

City Attorney

ATTEST: _____
Esther B. Coulson, City Clerk

Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

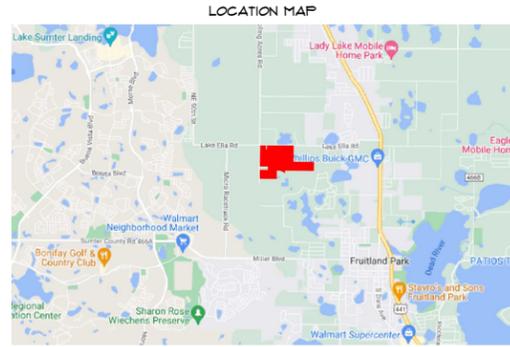
And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.

ROLLING ACRES AT LAKE ELLA



LEGAL DESCRIPTION

DESCRIPTION: (As per Title Commitment Order No. 9758245 issued by Chicago Title Insurance Company bearing an effective date of August 28, 2021 at 11:00 PM Revised November 9, 2021)

Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

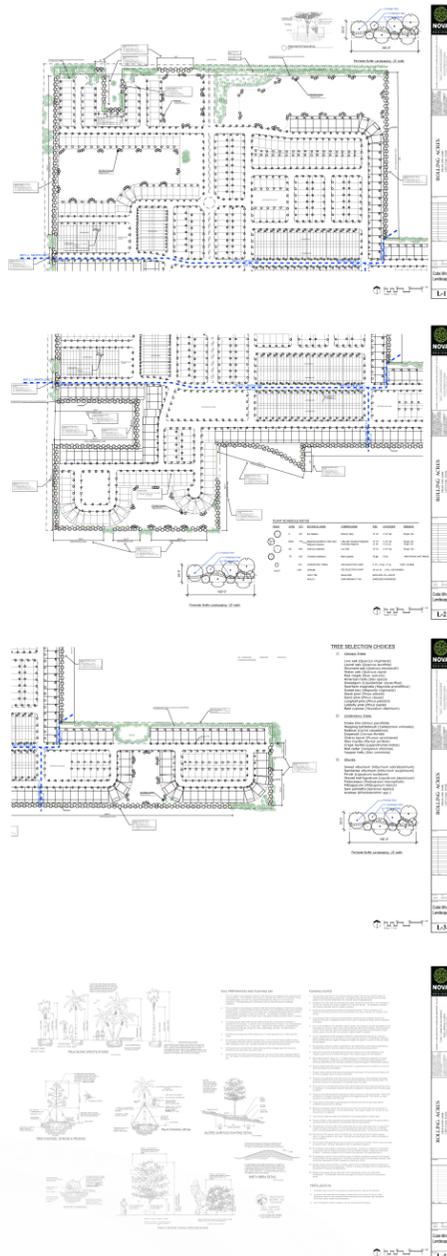
And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

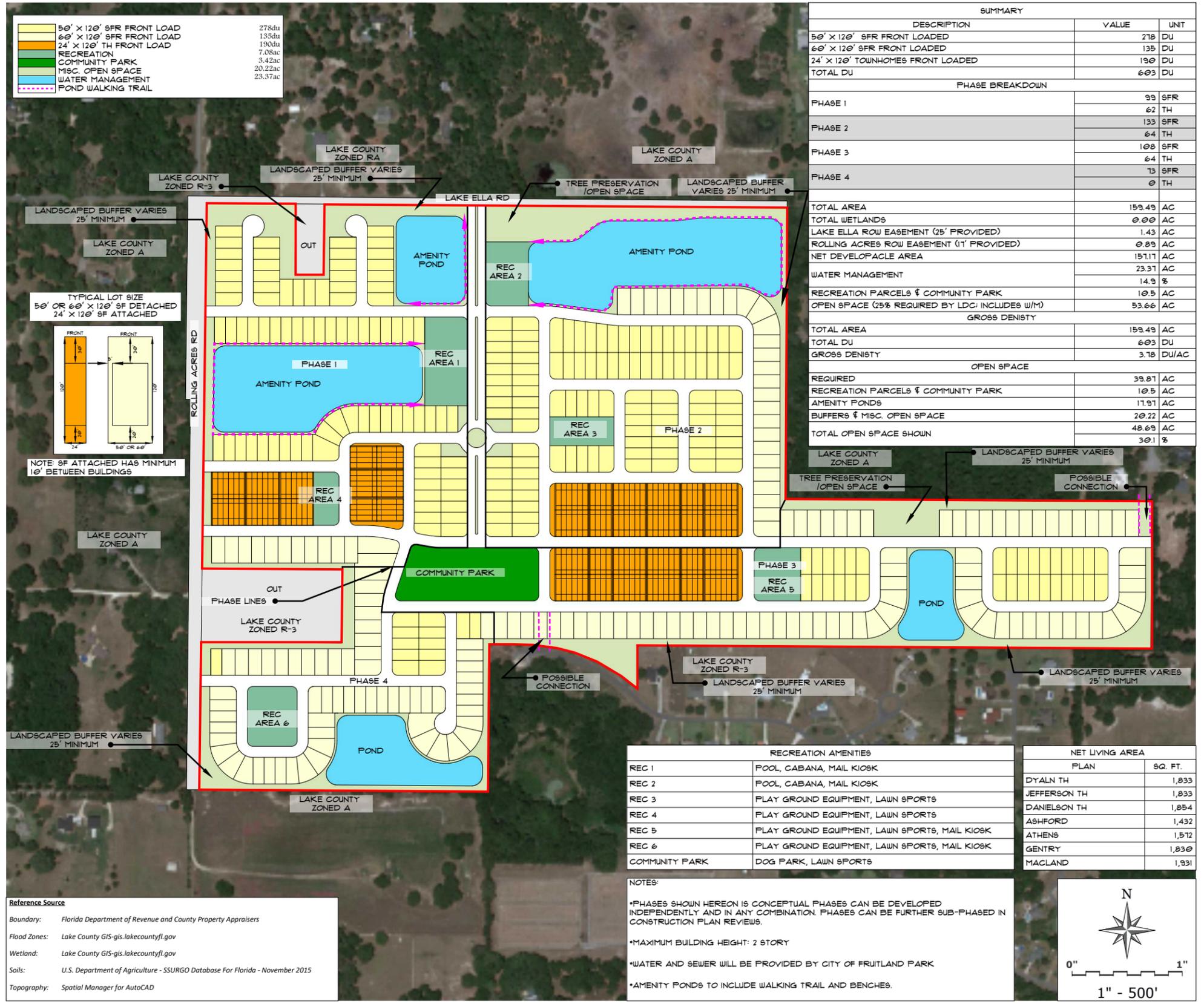
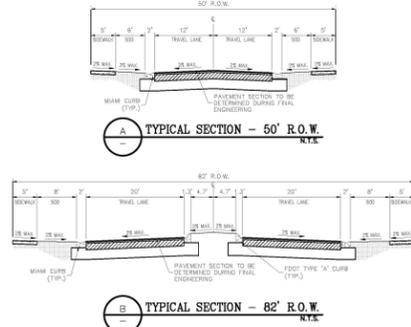
Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.

LANDSCAPE BUFFERS & PLANTINGS



CROSS SECTIONS



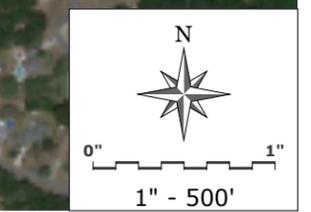
SUMMARY		
DESCRIPTION	VALUE	UNIT
50' X 120' SFR FRONT LOADED	278du	
60' X 120' SFR FRONT LOADED	135du	
24' X 120' TH FRONT LOADED	190du	
RECREATION	7.08ac	
COMMUNITY PARK	3.42ac	
MISC. OPEN SPACE	20.22ac	
WATER MANAGEMENT	23.37ac	
POND WALKING TRAIL	23.37ac	
PHASE BREAKDOWN		
PHASE 1	93	SFR
	62	TH
PHASE 2	133	SFR
	64	TH
PHASE 3	108	SFR
	64	TH
PHASE 4	73	SFR
	0	TH
TOTAL AREA	159.49	AC
TOTAL WETLANDS	0.00	AC
LAKE ELLA ROW EASEMENT (25' PROVIDED)	1.43	AC
ROLLING ACRES ROW EASEMENT (11' PROVIDED)	0.89	AC
NET DEVELOPABLE AREA	151.11	AC
WATER MANAGEMENT	23.37	AC
RECREATION PARCELS & COMMUNITY PARK	10.5	AC
OPEN SPACE (25% REQUIRED BY LDC; INCLUDES W/M)	53.66	AC
GROSS DENSITY		
TOTAL AREA	159.49	AC
TOTAL DU	603	DU
GROSS DENSITY	3.78	DU/AC
OPEN SPACE		
REQUIRED	39.81	AC
RECREATION PARCELS & COMMUNITY PARK	10.5	AC
AMENITY PONDS	11.91	AC
BUFFERS & MISC. OPEN SPACE	20.22	AC
TOTAL OPEN SPACE SHOWN	48.63	AC
	30.1	%

RECREATION AMENITIES	
REC 1	POOL, CABANA, MAIL KIOSK
REC 2	POOL, CABANA, MAIL KIOSK
REC 3	PLAY GROUND EQUIPMENT, LAWN SPORTS
REC 4	PLAY GROUND EQUIPMENT, LAWN SPORTS
REC 5	PLAY GROUND EQUIPMENT, LAWN SPORTS, MAIL KIOSK
REC 6	PLAY GROUND EQUIPMENT, LAWN SPORTS, MAIL KIOSK
COMMUNITY PARK	DOG PARK, LAWN SPORTS

NET LIVING AREA	
PLAN	SQ. FT.
DYALN TH	1,833
JEFFERSON TH	1,833
DANIELSON TH	1,854
ASHFORD	1,432
ATHENS	1,512
GENTRY	1,830
MACLAND	1,931

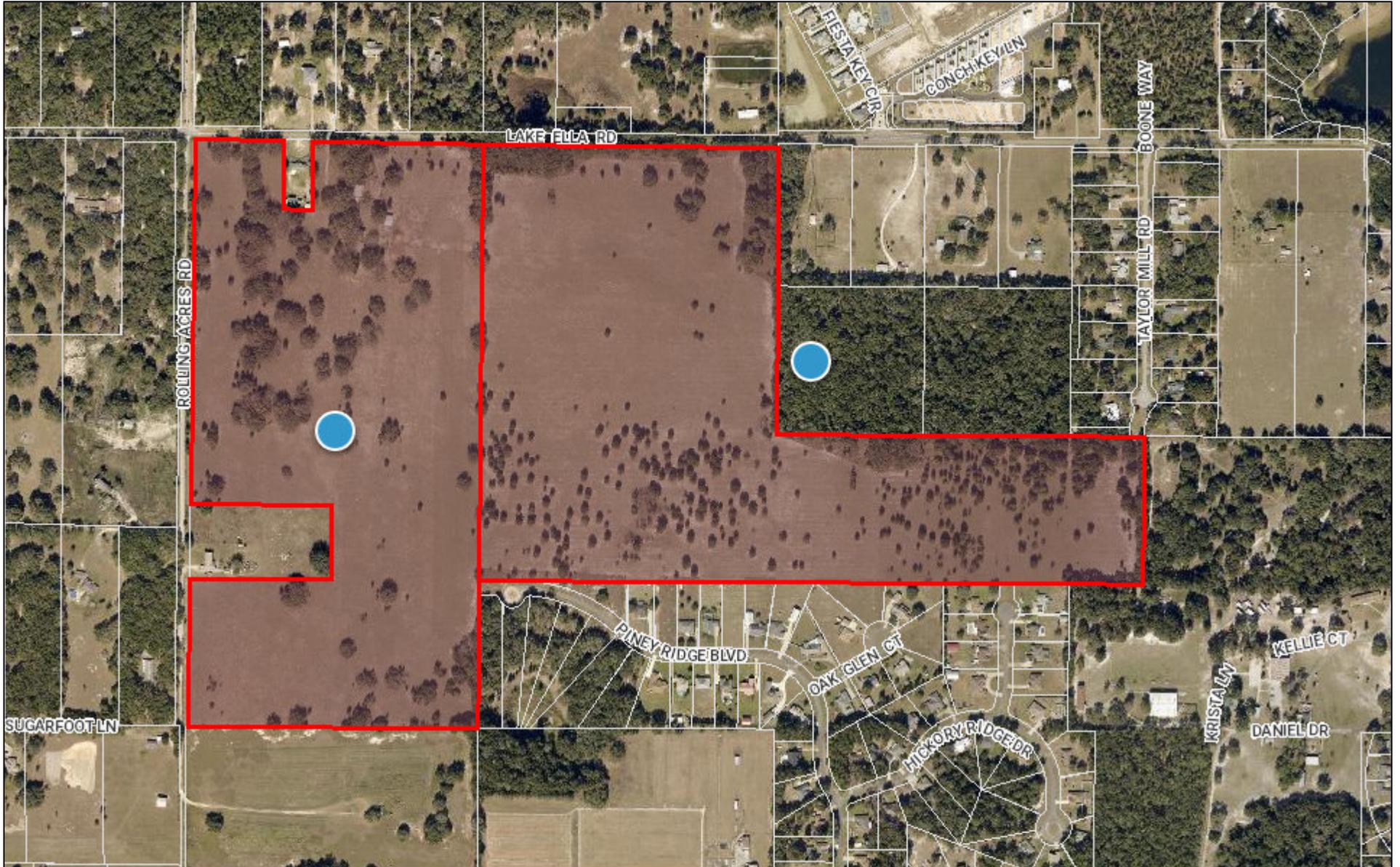
Reference Source
 Boundary: Florida Department of Revenue and County Property Appraisers
 Flood Zones: Lake County GIS-gis.lakecountyfl.gov
 Wetland: Lake County GIS-gis.lakecountyfl.gov
 Soils: U.S. Department of Agriculture - SURGO Database For Florida - November 2015
 Topography: Spatial Manager for AutoCAD

NOTES:
 *PHASES SHOWN HEREON IS CONCEPTUAL PHASES CAN BE DEVELOPED INDEPENDENTLY AND IN ANY COMBINATION. PHASES CAN BE FURTHER SUB-PHASED IN CONSTRUCTION PLAN REVIEWS.
 *MAXIMUM BUILDING HEIGHT: 2 STORY
 *WATER AND SEWER WILL BE PROVIDED BY CITY OF FRUITLAND PARK
 *AMENITY PONDS TO INCLUDE WALKING TRAIL AND BENCHES.



This plan is a preliminary concept only and not intended to be an engineered plan. As such it is subject to modification pending environmental, engineering, design, agency review and permit considerations.
 These documents and their contents are the property of Rj WHIDDEN and ASSOCIATES, INC. and are issued only for the specific project noted on these drawings. Any reproductions, revisions or modifications of these documents without the expressed written consent of Rj WHIDDEN and ASSOCIATES, INC. is prohibited by law.

Resibuilt (Rolling Acres)



September 1, 2022

pointLayer

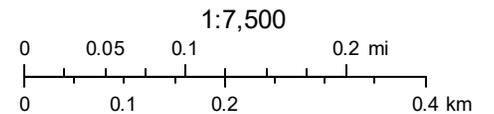
 Override 1

polygonLayer

 Override 1
 Blueways

 Boat Ramps
 County Parks

Street Names
 Property Name
 Tax Parcels



Lake County Property Appraiser
 Lake BCC





Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Kristi Burns, Ph.D.
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

May 3, 2022

Ms. Patty McLaughlin
C/o Resibuilt Homes LLC
6820 Marwick Lane
Orlando, FL 32827

**RE: Rolling Acres – Fruitland Park
School Concurrency Capacity Reservation (District Project #LCS2022-013)
Alternate Keys: 1284015, 1284082**

Dear Ms. McLaughlin:

The School Board of Lake County has reviewed the application information for the above referenced residential development. The application indicates 434 single family and 190 townhome dwelling units. The proposed development is estimated to generate approximately two hundred eighteen (218) students.

Based on the information provided in the application the property is located within Concurrency Service Area (CSA) #9. The analysis performed indicates the level of service standards for each school level will **not** be exceeded by the students generated from this residential development.

It has been determined at this time that school capacity is available and will be reserved for your project. **This capacity reservation will expire one year from date of issuance.** In the event, a final development order is obtained within the year this capacity reservation will be valid for the life of the project. Please notify the school district when the final development order is obtained in order to update the project records.

If you should require additional time to obtain the final development order approval, please notify District staff prior to the expiration date to discuss time extension options. Once the reservation expires, the capacity will be released and a new completed application and fee will be required. If you have any questions, please contact me at (352) 253-6694 or at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: School Concurrency Availability Determination

Lake County Florida School Board CIP

School Concurrency Availability Determination

Project Name: Rolling Acres - Fruitland Prk
Date Received: 4/14/2022
Case Number: LCS2022-13
Builder Name: Darryl Carter Trustee
Location: SEC of Lake Ella Road and Rolling Acres Road. Adjacent on the south to Spring Lake Pines subdivision

Project Unit Yield By Type of School

	Yield	Elem	Mid	High
Single Family	0.157	68		
Single Family	0.114			49
Single Family	0.079		34	
Town Homes	0.157	30		
Town Homes	0.114			22
Town Homes	0.079		15	

Project Planned Units:
Single Family: 434 **# Multi-Family:** 0
Townhomes: 190 **# Apartments:** 0
Additional Information: 4/14/22 Recd SC application

Service Area Analysis

Concurrency Service Area (CSA)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Reserved Demand	Total Demand	Available Capacity	Project Demand
CSA #9 - Elementary	1969	262	2231	1689	374	2063	168	98
CSA #9 - Middle	1129	0	1129	812	135	947	182	49
CSA #9 - High	1982	0	1982	1575	313	1888	94	71

Project Demand may differ from Project Yield by Type of School due to rounding





Public Works Department/Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave., • Tavares, FL 32778

April 25, 2022

Dwayne Williams
Community Development Director
City of Fruitland Park
Community Development Department
506 W Berkman St
Fruitland Park, Florida 34731
(sent via email)

RE: PROJECT: Rolling Acres Planned Unit Development

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required

Major comments for Lake Ella Road and Rolling Acres Road

- **Narrow road not capable of handling additional traffic**
- **Right-of-way does not meet required minimal standard widths**

Specific Lake County Department of Public Works comments are presented below.

1. Road Comments:

- Lake Ella Road and Rolling Acres Road are both narrow roads with a width of 20-ft wide. These two roads are not structurally capable of handling additional traffic from new developments that may use the roadway.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

- The minimum required right-of-way width for Lake Ella Road is 40-foot from centerline with a total width of 80-foot. Right of Way is lacking or non-existing on significant segments of these roads.
- The minimum required right-of-way for Rolling Acres Road is 50-foot from centerline with a total width of 100-foot.
- The existing right-of-way along both Lake Ella Road and Rollings Acres Road are very limited and will not accommodate the widening and shoulders along the development frontages without right-of-way dedication from the development and other property owners.

2. Public Work's recommended requirements for the Rolling Acres PUD impacts to roadways and drainage systems:

Lake Ella Road:

- Lake Ella Road is a narrow road with a width of 20 ft. The road is structurally not capable of handling the additional traffic from the new development.
- Developer improvements on Lake Ella Road will require a 12-foot lane width with recommended 4-foot paved shoulders for the length of the development's road frontage. Additional improvements may be required along other portions of Lake Ella Road and/or Rolling Acres Road and will be further evaluate with future development applications.
- A sidewalk should be provided along the development's Lake Ella Road frontage.
- Additional right-of-way for Lake Ella Road may be required and further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Turn lanes on Lake Ella Road at the development's entrance will be required.
- There is limited right of way dedication currently on Lake Ella Road. Dedication of a minimum of 40 ft. from centerline will be required along the development frontage of Lake Ella Road.

Rolling Acres Road:

- Rolling Acres Road is a narrow road with a width of 18 ft. The road is structurally not capable of handling the additional traffic from the new development.
- Rolling Acres Road will be required to be reconstructed to 12-foot lanes with 4-ft paved shoulder from Lake Ella Road south to the southern end of the development property.
- Turn lanes will need to be added at the entrances proposed off Rolling Acres Road.
- A sidewalk should be provided along the development's Rolling Acres Road frontage.
- There is limited right of way dedication currently on Lake Ella Road. Dedication of a minimum of 50 ft. from centerline will be required along the development frontage of Rolling Acres Road.

Per Resolution No 1994-118 Land Development Code - Appendix A: Transportation Planning, Design and Construction Standards Section II.C.7.A pavement lane width are codified based on

roadway classification and roadway traffic volume. Lake Ella Road is defined with a functional road classification of ‘rural minor collector’ by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan. Based on this functional classification and the table below the required lane width is 12-ft. **Based on the existing roadway lane widths of nine feet, Lake County Public Works highly recommends the entire length of Lake Ella Road and Round Lake Road to be improved to include 12-foot lanes at a minimum before additional development traffic is added.**

Table 1 – Roadway Lane Widths Based on Functional Classification

Motorized Traffic		
Classification	# of Lanes	Lane Width
Arterial	As required by FDOT	
Major Collector	2-5	12 foot
Minor Collector	2-3	12 foot
Feeder / Distributor (low bicycle volume)	2	12 foot
Feeder / Distributor (high bicycle; low truck volume)	2	10 foot
Neighborhood Collector	2	10-12 foot
Local Street	2	9-10 foot

Internal Connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and out to the Lake Ella Road, Rolling Acres Road, and .
- A cross connecting roadway to the east from Rolling Acres Rd through the Geneva Property and the Lake Saunders Grove PUD out to US 27 and South Grays Airport Road will need to be planned and constructed by each development.

Traffic:

- A comprehensive (TIER 2) Traffic Impact Analysis will be required with the PUD application.

- High volumes of traffic on narrow roads create shoulder maintenance and drops offs along the edge of the road creating safety issues.
- The segment of Lake Ella Rd from Micro Racetrack Rd to Rolling Acres Rd will require a Highplan analysis.
- An Intersection analysis using Synchro will be required at the intersection of Lake Ella Rd and Rolling Acres Rd.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Fruitland Park and St. Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Approval may be subject to Board of County Commission approval.

Sincerely,



Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County

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

PUD AMENDMENT

Owner: Daryl Carter, as Trustee of Lake Ella Road Land Trust

Applicant: ResiBuilt Homes, LLC

General Location: South of Lake Ella Road & East of Rolling Acres Road

Number of Acres: 159.49 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Multi-Family Low Density (8 units/acre)

Proposed Zoning: PUD Amendment

Date: August 24, 2022

Description of Project

The proposed development consists of 158 ± acres consisting of 413 single family units (50' x 120' - 6,000 SF and 60' x 120' – 7,200 SF) and 190 townhomes (24' x 120' – 2,880 SF) for a total unit count of 603 dwelling units at a density of 3.78 units/acre. The minimum net living area is 1432 SF. The proposed plan offers a varied landscape buffer with a 25' minimum width. The proposed plan designates 48.69 acres of open space (30%) consisting of 10.5 acres of recreation parcels and community park; 20.22 acres in buffers and other open space, and 17.97 acres of stormwater ponds (the ponds are proposed to be improved with walking trails and benches).

The existing approved PUD consisted of 210 single family units (50' x 120', 75' x 135', 80' x 150') and 426 townhomes for a total unit count of 636 units and 4.26 acres of neighborhood commercial uses. The previous plan also provided 46% open space with the majority of the buffers being 50' in width to mitigate the adjacent agriculturally zoned properties and low-density development. The proposed development is a reduction of 33 units.

	Surrounding Zoning	Surrounding Land Use
North	Lake County Agriculture (Ag). R-3	Lake County Urban Low (4 units/acre)
South	Lake County Ag & R-3	Lake County Urban Low
East	City PUD & Lake County R-1 & Ag	City MFLD and Lake County Urban Medium (7 units/acre)
West	Lake County Ag	Rural (1 unit/5 acres)

Assessment

Conceptual Plan

The concept plan meets the minimum standards outlined in Chapter 154, Section 154.030(12)(G)(i).

Chapter 154, Section 154.030(12)(H) provides common open space requirements. A minimum of twenty-five percent (25%) of the total project area shall be established and maintained as common open space or common facilities. The total common open space required is 39.87 acres. The plan proposes six (6) recreational areas with amenities consisting of 2 pools with cabanas, 4 playgrounds with lawn sports and one (1) community park consisting of a dog park and lawn sports. These areas account for 10.5 acres. The landscape buffers and other open space accounts for 20.22 acres for a total of 30.72 acres. The applicant proposes utilizing the stormwater ponds as part of the open space requirement (17.97 acres) and proposed walking trails and benches as an amenity.

The plan indicates a varied buffer width with a minimum width of 25', Type "C" buffer (5 canopy trees, 4 understory trees, and 30 shrubs per 100 linear feet).

The applicant submitted sample elevations.

Environmental Assessment

The assessment indicates the presence of gopher tortoises and the site is within the sand skink consultation area. Prior to development, a relocation permit will need to be secured. The applicant submitted documentation that a sand skink survey is not required.

Traffic Impact Analysis

The revised analysis indicates that portions of Rolling Acres Road operate below adopted LOS and future conditions in 2025 indicate that Micro Racetrack Road will operate below adopted LOS standards.

School Impact Analysis

Lake County Schools has issued a capacity reservation letter and the proposed development will not degrade the school level of service.

Public Facilities Impact Analysis

The City of Fruitland Park Public Works Department has indicated there is sufficient capacity for both water and sewer to serve the proposed project.

The adopted LOS and future conditions indicate that both Rolling Acres Road and Micro Racetrack Road will operate below adopted LOS standards.

Recommendation

The concept plan meets the minimum technical requirements of the LDRs. The revised traffic statement indicates that the proposed PUD will produce less trips than the previously approved PUD; however, pursuant to Chapter 153 of the LDRs, the City cannot approve development unless there is sufficient capacity at or above their adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

Chapter 153 further states to ensure that public facilities and services necessary to support development are available concurrent with the impacts of the development, the following standards must be met:

- 1) The necessary facilities and services must be in place at the time a development permit is issued, or the development permit will only be issued subject to the condition that the necessary facilities and services must be in place by a specified date when the impacts of the development are anticipated to occur; or
- 2) The necessary facilities must be under construction at the time a development permit is issued; or
- 3) The necessary facilities and services have been included in the Capital Improvements Program and are programmed for construction prior to or concurrent with the impacts of the proposed development; or
- 4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit issued; or
- 5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement of development order issued pursuant to Chapter 380, Florida Statutes, or any other development agreement entered into between the City and a developer. The agreement must guarantee that the necessary facilities and services will be in place prior to or concurrent with the impacts of development.

In the case of roadway facilities, the facilities will be deemed concurrent if the necessary improvements are committed in the first three years of the applicable adopted Florida Department of Transportation Five Year Work Program, the Lake County Five Year Road Capital Improvement Program or the City of Fruitland Park Five Year Capital Improvement Program.

The traffic analysis submitted indicates in the study conclusions that Rolling Acres Road from US 27/441 to CR 466 currently operates below the adopted LOS and is projected to continue to do so at the project buildout; however, no proportionate fair share mitigation was offered by the subject project. It appears that the subject property impacts this roadway by 18%.

The study also indicates that Micro Racetrack Road from Lake Ella Road to CR 466A is projected to operate below the adopted LOS under the build out conditions; however, no proportionate fair share

mitigation was offered by the subject project. It appears that the subject property impacts this roadway by 25%.

The study did recommend that alternative traffic control be evaluated at the intersection of Lake Ella Road with Rolling Acres Road and Micro Racetrack Road and a 305-foot westbound left turn lane is recommended at the project access driveway on Lake Ella Road.

Planning staff defers to City legal council as it appears planning staff cannot recommend approval unless proportionate fair share mitigation pursuant to Chapter 153, Section 153.050(B) is offered for Rolling Acres Road from US 27/441 to CR 466A and Micro Racetrack Road from Lake Ella Road to CR 466A.

The Villages DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Joseph Szabo**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #1083950 in the matter of

NOTICE OF PUBLIC HEARING
was published in said newspaper in the issues of

SEPTEMBER 8, 2022
SEPTEMBER 12, 2022

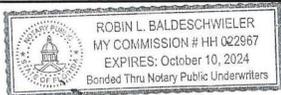
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.


(Signature Of Affiant)

Sworn to and subscribed before me this 13
day of September 2022


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2022-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

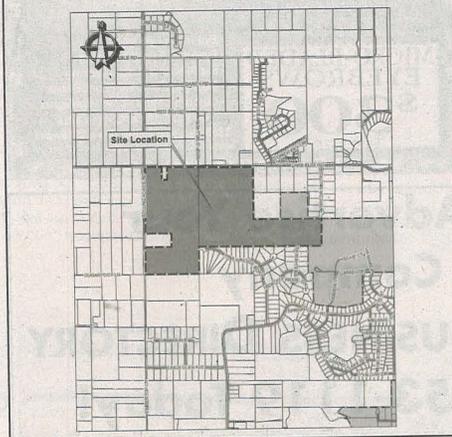
Fruitland Park Planning & Zoning Board Meeting on September 15, 2022 at 6:00 p.m.

Fruitland Park City Commission 1st Hearing on September 22, 2022 at 6:00 p.m.

Fruitland Park City Commission 2nd Hearing on October 13, 2022 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Ordinance.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

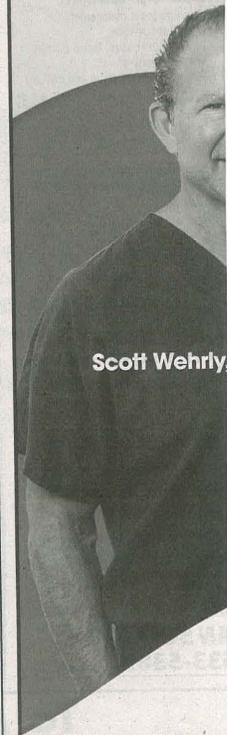


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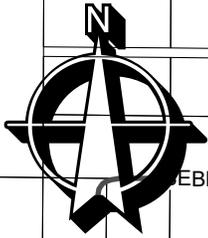
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Because you



Scott Wehrly

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URICO GOLF RD

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RED SKY RD

WHIP O WILL WAY

FIESTA KEY CIR

CONCH KEY LN

Site Location

LAKE ELLA RD

ROLLING ACRES RD

TAYLOR MILL RD

SUGARFOOT LN

PINEY RIDGE BLVD

HICKORY RIDGE DR

MILLEVIEW RD

KELLIE CT
DANIEL DR

VAN MARCKE

PETEST

SPRING LAKE RD

MELANIE S

LINMAR AVE

LINDA GLEN AVE

VERA DOR DR

TIMBERTOP LN

EAST SPRING LAKE BLVD

HICKORY ST

LIVE OAK DR

ORDINANCE 2007-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 159± ACRES OF PROPERTY GENERALLY LOCATED EAST OF ROLLING ACRES ROAD, SOUTH OF LAKE ELLA ROAD, AND WEST OF TAYLOR MILL ROAD; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "R-3" (MEDIUM RESIDENTIAL DISTRICT) TO "PUD" (PLANNED UNIT DEVELOPMENT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT REGARDING THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Richey & Cooney, P.A., as applicant on behalf of the owner, Lake Ella Developers II, LLC and Lake Ella Developers III, LLC, requesting that real property be annexed to and made a part of the City of Fruitland Park, and rezoned from Lake County "A" (Agriculture) AND "R-3" (Medium Residential District), to "PUD" (Planned Unit Development) within the city limits of Fruitland Park; and

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

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 159± acres generally located east of Rolling Acres Road, south of Lake Ella Road, and west of Taylor Mill Road and contiguous to the City Limits, is hereby incorporated into and made part of the City of Fruitland Park:

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PUD" (Planned Unit Development). Such zoning designation shall be subject to and conditioned upon the terms of a

Master Development Agreement attached as Exhibit "B" and incorporated herein by reference.

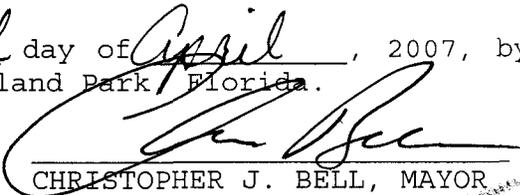
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. 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 Ordinance.

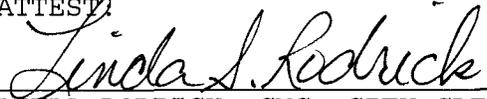
Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the parcel annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 26th day of April, 2007, by the City Commission of the City of Fruitland Park, Florida.


CHRISTOPHER J. BELL, MAYOR

ATTEST

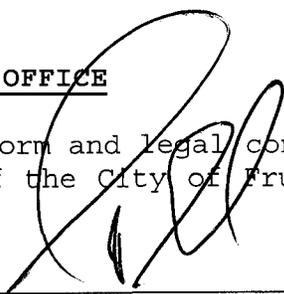

LINDA RODRICK, CMC, CITY CLERK



Passed First Reading February 8, 2007
Passed Second Reading April 26, 2007

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.



Scott A. Gerken, City Attorney
4/26/07

Date

Attachment to Ordinance 2007-008



Last Updated September 20, 2006

The quality of this image is equivalent to the quality of the original document.

BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND

TRACT A, SPRING LAKE PINES, PHASE 2, ACCORDING TO THE MAP OR PLAT THEREFOR AS RECORDED IN PLAT BOOK 34, PAGES 20 AND 21, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS:

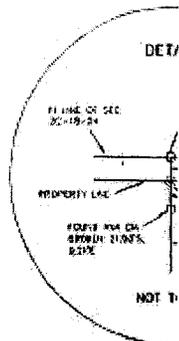
THAT PORTION OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 SECTION CORNER OF SAID SECTION 32; THENCE RUN S00°19'25"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32 A DISTANCE OF 10.68 FEET TO THE SOUTH EDGE OF PAVEMENT OF LAKE ELLA ROAD (CR 1-8862) BEING PRESCRIPTIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE S00°19'25"W A DISTANCE OF 1317.08 FEET TO THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE RUN S89°38'06"E ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND ALSO THE NORTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32 A DISTANCE OF 1853.72 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN S00°27'56"W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 654.24 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N89°37'40"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32 A DISTANCE OF 1854.08 FEET TO THE SOUTHEAST CORNER OF THE N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4; THENCE RUN N80°36'25"W ALONG THE SOUTH LINE OF SAID N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 SAID SECTION 32 A DISTANCE OF 655.48 FEET TO THE NORTHEAST CORNER OF TRACT 'A' SPRING LAKE PINES PHASE 2, PLAT BOOK 34, PAGES 20-21, LAKE COUNTY, FLORIDA; THENCE RUN S00°21'00"W ALONG THE EAST LINE OF SAID TRACT 'A', A DISTANCE OF 196.04 FEET TO THE NORTHERLY RIGHT OF WAY OF PINEY RIDGE BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH TO WHICH A RADIAL LINE BEARS N43°17'34"E AND HAVING A RADIUS OF 733.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°33'43" AN ARC DISTANCE OF 546.77 FEET TO THE NORTH LINE OF SAID SPRING LAKE PINES, PHASE 2 SUBDIVISION; THENCE RUN N89°33'03"W ALONG SAID NORTH LINE A DISTANCE OF 470.21 FEET TO THE WEST LINE OF THE AFORESAID N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE RUN N00°31'47"E ALONG SAID WEST LINE A DISTANCE OF 1084.98 FEET TO THE AFORESAID SOUTH EDGE OF PAVEMENT OF LAKE ELLA ROAD (CR 1-8862); THENCE RUN S89°25'57"E ALONG SAID SOUTH EDGE A DISTANCE OF 1327.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 88.55 ACRES, MORE OR LESS.

SECTION 32
TOWNSHIP 18 SOUTH
RANGE 24 EAST
LAKE COUNTY, FLORIDA

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The quality of this image is equivalent to the quality of the original document.

LEGAL DESCRIPTION
LAKE ELLA WEST

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 388, PAGE 628 AND LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 774; LESS ROAD RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1206, PAGE 1595 TO LAKE COUNTY, ALL IN LAKE COUNTY, FLORIDA.
CONTAINING 73.32 ACRES, MORE OR LESS.

(OFFICIAL RECORDS BOOK 1206, PAGE 1595)
THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LYING WITHIN 33 FEET EAST OF THE WEST LINE OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 388, PAGE 628) PARCEL "A"
THE EAST 130.00 FEET OF THE WEST 565.00 FEET OF THE NORTH 335.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LESS RIGHT OF WAY FOR COUNTY ROAD.

(OFFICIAL RECORDS BOOK 674, PAGE 774)
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR ROAD.

Exhibit "B"

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 26th day of April, 2007, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and LAKE ELLA DEVELOPERS II, LLC, a Florida limited liability company and LAKE ELLA DEVELOPERS III, LLC, a Florida limited liability company (hereinafter jointly and severally referred to as the "Owner").

RECITALS

1. Owner desires to annex into the City of Fruitland Park approximately 159 acres of property currently located in unincorporated Lake County, Florida, described 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 in unincorporated Lake County, Florida, and is currently zoned Medium Residential District ("R-3") with a future land use designation on the Lake County Future Land Use Map of "Urban Expansion."

3. Owner has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan for the Property as a 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 annexation 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 as provided herein and per future agreement of the parties.

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 voluntary annexation, and the City has initiated the process to approve this Agreement and to annex the Property in accordance with the laws of the State of Florida. 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 annexing the Property into the corporate limits of the City; and b) City's comprehensive plan amendment implementing or related to the Agreement is found in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny the application for voluntary annexation.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Presco 159 Acre" conceptual development plan dated January 17, 2006 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development, except the 4.2 acres of Commercial/Institutional/Public use, shall also be consistent with "R-2" (Single-Family Medium Density Residential) zoning district and, subject to City approval after public hearings and DCA approval, City's Single-Family Medium Density Residential land use category for the entire Property. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

Section 4. Density. Overall density shall not exceed 4 units/acre (e.g., 159 acres x 4 = 636 units.)

Section 5. Development Standards. City and Owner agree that the unit mix for the development of the Property shall be substantially as follows:

- A. Commercial/Institutional/Public: 4.20 acres +/-
- B. Single Family Dwelling Units: 210 +/- units.
- C. Townhomes: 426 +/- units.
- D. Total Minimum Open Space: 46% (60.95 acres = 159 acres x 46%)

The City approved placement of above-ground water or wastewater utility improvements within areas described as "Open Space" shall still qualify as "open space" for purposes of this minimum open space requirement.

- E. Building Heights. The maximum building height within the Property is 35 feet.
- F. Setbacks:
 - a. 50' lots:
 - Front: 20 feet

Side: 5 feet

Rear: 10 feet

b. 70' lots

Front: 25 feet

Side: 7.5 feet

Rear: 15 feet

- G. There shall be no apartments or multi-family rental units constructed within the Property. All units within the Property shall be subject to individual fee simple ownership.
- H. Owner acknowledges that City is in the process of amending its Land Development Regulations regarding townhomes and multi-family development and accordingly agrees to abide by any such amendments if the same are adopted at the time the preliminary plat(s) for the Property are submitted to City, provided that construction plans are submitted within six (6) months thereafter. If, however, such amended regulations have yet to be adopted by City at the time the preliminary plat(s) for the Property are submitted to City, or Owner fails to submit construction plans within the six (6) month period, the design of any townhomes and any development of the 50 x 120 foot lots shall be subject to City Commission approval, including, but not limited to, minimum square footage requirements for homes and townhomes. Unless agreed to otherwise by the City Commission, any detached single family home shall have the minimum living area square footage as required in City's R-2 zoning district and an enclosed garage.
- I. Owner agrees that in order to achieve an upscale design which will buffer adjoining property owners and to enhance the overall character of the Property itself, any development on the 4.20 acre parcel designated for 'Public Commercial/Institutional' uses located in the northwest portion of the Property shall be subject to architectural design limitations as are reasonably set forth by City. Unless approved otherwise by the City Commission, gas pumps or services and drive through restaurants will be prohibited on the parcel designated for 'Public/Commercial/Institutional' uses, *and any commercial use shall be further restricted to permitted uses in City's C-1 zoning district.*

Section 6. Homeowners Association. Owner shall establish a homeowners association or similar entity acceptable to City (HOA), which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall install all such improvements at their expense. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Unless agreed to otherwise by the City Commission, any townhomes shall have a minimum living area square footage of 1000 ft². All 70 foot or greater width detached single family homes shall have a two (2) car garage.

Further, Owner shall include in the covenants and restrictions notification of the private airfield located southwest of the Property and sprayfield located within close proximity to the Property. Unless otherwise approved by the City Commission, Owner shall also include requirements for all detached single family homes and townhomes to have a garage with a prohibition against converting such garage areas to living area. Owner shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

Section 7. Pedestrian and Bicycle Facilities. Owner agrees to construct sidewalks to City standards on at least one side of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Owner agrees to dedicate bicycle trails as are reasonably determined by City so as to achieve a "walkable" community, including possible connectivity to the surrounding community.

Section 8. Road Improvements and Access. Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. Owner shall be required to improve Rolling Acres Road to City and County standards from the subdivision entrance to the intersection of Rolling Acres and Lake Ella Road, including intersection improvements and turn lanes required by Lake County. If requested by City, Owner shall amend the Plan and construct a road or roads connecting the Property to the surrounding community. Additionally, Owner shall provide stormwater retention associated with the roads either within the right of way or on the Property.

Owner acknowledges that the City desires transportation connectivity from the Property to neighboring communities. Accordingly, Owner agrees to maintain property as undeveloped and dedicate right of way to the extent reasonably requested by City to preserve the opportunity for such connecting roadways. The City anticipates a point of connection in the location shown on Exhibit "C"; however, Owner agrees that said point of connection may be relocated at the request of the City prior to final plat approval.

Section 9. Construction. Owner shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature.

Additionally, Owner agrees that any and all damage caused by Owner to right of way surrounding the Property during construction of the improvements

contemplated in this Agreement shall be repaired in a timely manner at Owner's sole expense.

Section 10. Lighting. Owner shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from residential areas to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner, at Owner's expense, and thereafter maintained by the HOA.

Section 11. Water, Wastewater, and Reuse Water. Upon approved annexation of the Property into the City, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City unless City determines such services are not available to the Property. 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. No private wells will be allowed within the Property unless approved by City because services are not available. Additionally, Owner may be allowed separate irrigation wells in accordance with Ordinance 2005-034. 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. To the extent applicable, City agrees to cooperate with Owner by entering into a pioneering agreement to recoup costs in conjunction with the Utilities Agreement anticipated herein. 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. Owner further agrees that all electric utility improvements made within the Property shall be constructed as underground utilities.

At any time during the Term of this Agreement as defined in Section 32 of this Agreement below, Owner may make application to the City for Utilities services. As soon as reasonably possible following such application, the City will inform Owner when adequate Utilities services will be available for the purposes of Owner, in order that City and Owner may construct and execute a mutually acceptable Water and Wastewater Utility Reservation Agreement (hereafter "Utilities Agreement"). The parties anticipate that such a subsequently executed Utilities Agreement may amend the utility provisions herein as is in the best interest of the parties. Upon execution of a Utilities Agreement by City and Owner, Owner shall be required to pay impact fees in accordance with the timetable, terms and conditions set out in said Utilities Agreement. No capacity is reserved until or unless such fees have been paid pursuant to a Utilities Agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time.

Section 13. 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. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a "walkable" community that is connected to the surrounding community.

Section 14. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

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

Owner shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, buffers, and berms on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

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.

Owner agrees to construct all landscape buffers as required by City's Land Development Regulations. Owner further agrees to provide additional buffering along the boundaries of the Property as is reasonably requested by City to buffer the Property from adjoining properties. Further, Owner agrees to provide landscape buffers as depicted on the Presco Buffer Plan attached hereto and incorporated herein as Exhibit "D" in conjunction with the phased development of the Property.

Section 15. 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 16. Other Municipal Facilities/Services. Upon annexation, 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 residential property owners within the City.

Section 17. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has

adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

Section 18. Final Site Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 19. 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 20. Solid Waste Disposal Facilities. Owner shall provide solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations for the commercial parcel. ~~The residential portions of~~ The Property shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley. RS
CP

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.

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/Developer 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 or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

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, 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 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:	Mr. Ralph Bowers, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Christopher J. Bell, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Scott A. Gerken, Esquire

	City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone 352-357-2474 Facsimile
As to Owner:	Lake Ella Developers II, LLC 230 Mohawk Road Clermont, Florida 34711 Lake Ella Developers III, LLC 230 Mohawk Road Clermont, Florida 34711 (352) 242-0073 Telephone (352) 243-5619 Facsimile Joseph E. Zagame, Jr. 230 Mohawk Road Clermont, Florida 34711 352-242-0073 Telephone 352-243-5619 Facsimile
Copy to:	Gary Cooney, Esq. Richey & Cooney, P.A. Post Office Box 492460 Leesburg, FL 34749-2460 (352) 365-2262 (352) 365-1928 facsimile

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 ten (10) 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 in accordance with the requirements of Section 163.3225, Florida Statutes. Should Owner fail to consent to an extension of this Agreement and any portion of the Property remains undeveloped, the City may conduct a zoning hearing for the purpose of amending the zoning ordinance for the Property to incorporate such provisions as are necessary to assure development of the site in accordance with the provisions contained herein.

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:

LAKE ELLA DEVELOPERS II, LLC

[Signature]
Witness Signature

By: Joseph E. Zagame
Signature

Brenda Caraballo
Print Name

Joseph E. Zagame
Print Name

[Signature]
Witness Signature

As its: V.P.

Lance Samardge
Print Name

LAKE ELLA DEVELOPERS III, LLC

[Signature]
Witness Signature

By: Joseph E. Zagame
Signature

Brenda Caraballo
Print Name

Joseph E. Zagame
Print Name

[Signature]
Witness Signature

As its: V.P.

Lance Samardge
Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of April 2007, by Joseph E. Zagame, as V.P. of Lake Ella Developers II, LLC, who is personally known to me or who have produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public



B. Caraballo
 My Commission DD271345
 Expires December 01, 2007

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

STATE OF FLORIDA
 COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of April 2007, by Joseph E. Zagawa, as V.P. of Lake Ella Developers III, LLC, who is personally known to me or who have produced _____ as identification and who did (did not) take an oath.



B. Caraballo
 My Commission DD271345
 Expires December 01, 2007

[Signature]

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

ACCEPTED BY THE CITY OF FRUITLAND PARK

[Signature]

By: _____
 Christopher J. Bell, Mayor

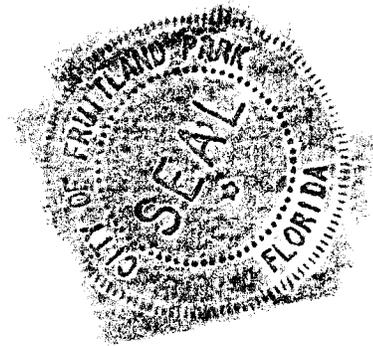
Date: April 26, 2007

ATTEST: Linda S. Rodrick
 Linda S. Rodrick, City Clerk

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

[Signature]

 City Attorney



LEGAL DESCRIPTION
LAKE ELLA WEST

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 388, PAGE 628 AND LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 774; LESS ROAD RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1206, PAGE 1595 TO LAKE COUNTY, ALL IN LAKE COUNTY, FLORIDA. CONTAINING 73.32 ACRES, MORE OR LESS.

(OFFICIAL RECORDS BOOK 1206, PAGE 1595)
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(OFFICIAL RECORDS BOOK 388, PAGE 628) PARCEL "A"
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(OFFICIAL RECORDS BOOK 674, PAGE 774)
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Total Site Area =	159.52 acres	100%
426 Townhome Units in 71 buildings =	19.20 acres	12%
210 Single Family Lots =	44.79 acres	28%
636 Total Units	63.99 acres	40%
R.O.W.	22.37 acres	14%
Open Space =	73.16 acres	46%
Overall Density =	4 units per acre	

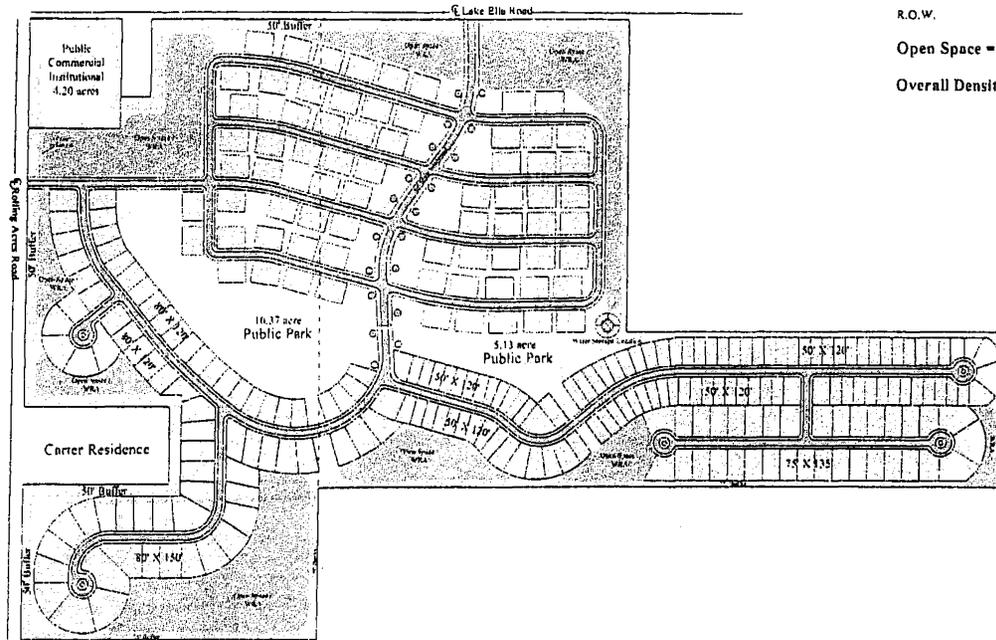


Exhibit "B"
Conceptual Plan

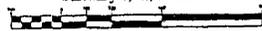
Conceptual Development Plan For:

Presco 159 acres

Fruitland Park, Florida



Scale: 1" = 200'
January 17th, 2006



Note: This preliminary layout is for conceptual planning use only. It is NOT to be used for construction, grading, permitting and/or final site plan. All areas & other details of this conceptual layout are subject to final engineering design.

The quality of this image
is equivalent to the quality
of the original document.

Exhibit "C"

Total Site Area = 159.51 acres 100%

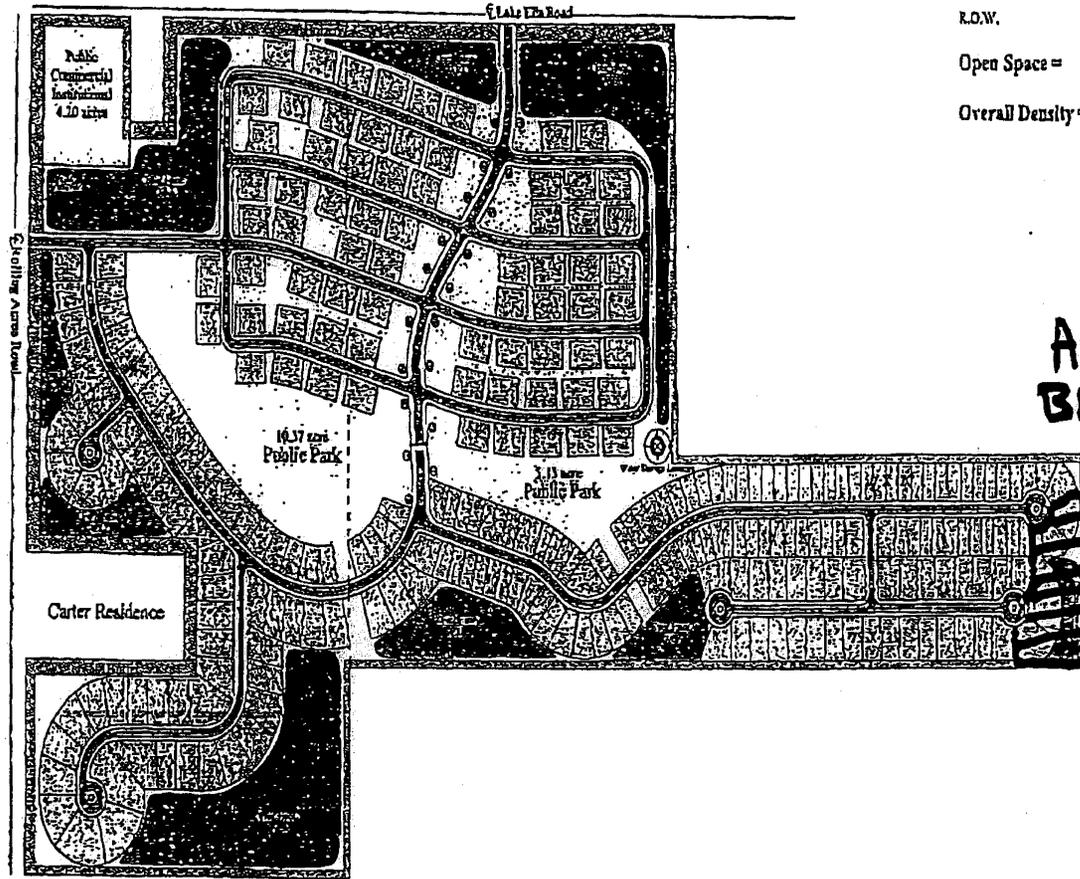
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in 71 buildings = 19.20 acres 12%

210 Single Family Lots = 44.79 acres 28%
636 Total Units = 63.99 acres 40%

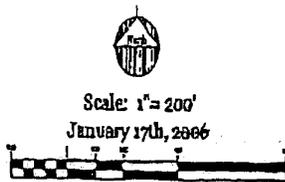
R.O.W. = 22.37 acres 14%

Open Space = 73.16 acres 46%

Overall Density = 4 units per acre



The quality of this image is equivalent to the quality of the original document.



Conceptual Development Plan For:

Presco 159 acres

Fruitland Park, Florida

Note: This and other related documents are hereby approved by the Board of Directors of the City of Fruitland Park, Florida, on January 17, 2006, in accordance with the provisions of the City Charter and the Florida Statutes. The Board of Directors reserves the right to modify or rescind this approval at any time.



Community Development Department
 506 W. Berckman St. Tel. (352) 360-6727
 Fruitland Park FL 34731 Fax. (352) 360-6652

PLANNING & ZONING BOARD MEETING (FRUITLAND PARK CITIZENS)

Name (Please Print)	Address (Please Print)	Did you receive a certified letter?	Here about Rolling Acres (Lake Ella Road)?	Here about another issue/development?
MIKE KING	36651 Micro Race Track Rd	NO	Daily Sun Newspaper	
LINDA KING	" "	NO	"	
GINA GREY	36744 MICRO RACETRACK RD	NO	LAKE ELLA RD DEV.	
Mat + McCaskill	36750 Micro Racetrack Rd	NO	"	
Tina Bombarco	1508 Lake Ella Rd	NO	"	
K.C. DAVIS	P.O. Box 1184 (Darcy Rd.)	NO	"	
Kathy Haviland	36607 Rolling Acres Rd. (POB 284)	NO	Lake Ella + Rolling Acres	
Jim Syle				
CHARLES THOMPSON	36805 Taylor Mill Rd	YES	⊘	⊘
Jean Vasicek	759 Sugarfoot	NO	Rolling Acres	
Scott Shurman	"	"	"	

CITY OF FRUITLAND PARK
LPA AGENDA ITEM SUMMARY SHEET
Item Number: 6

ITEM TITLE: Public Comments

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Thursday, September 15, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: 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.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

RECOMMENDATION: None

ACTION: None

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

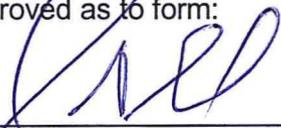
ATTEST:


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

Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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