

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

May 22, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731
6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Melvin Davison**, Heritage Community Church

Pledge of Allegiance – Interim Police Chief **Henry Rains**

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the items from the Consent Agenda; (2) Vote on remaining items; and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city manager/city clerk)

May 8, 2025, Regular Meeting

(b) Resolution 2025-036, Approving an Agreement for Employment and Labor Law Legal Services Between the City of Fruitland Park and Allen, Norton & Blue, P.A. (city manager/human resources director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND ALLEN NORTON & BLUE; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

6. PUBLIC HEARING

- (a) **Final Reading of Ordinance 2025-011, Annexation, CR 468 Subdivision for approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC on behalf of the owner, William Kent Stokes Trust** (city attorney, city manager, community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 32.03± ACRES OF LAND GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- (b) **Final Reading and Public Hearing of Ordinance 2025-012, Small Scale Comprehensive Plan Amendment – CR 468 Subdivision for Approximately 32.03 ± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC on behalf of the owner, William Kent Stokes Trust** (city attorney, city manager, community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 32.03 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; 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.

END OF PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

- (a) **First Reading and Public Hearing of Ordinance 2025-013, Rezoning to PUD – CR 468 Subdivision for Approximately 32.03 ± acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC on behalf of the owner, William Kent Stokes Trust** (city attorney, city manager, community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 32.03± ACRES OF PROPERTY LOCATED ON CR 468 SOUTH OF MYRTLE LAKE AVENUE, FRUITLAND PARK, FLORIDA FROM LAKE COUNTY AGRICULTURE AND RESIDENTIAL PROFESSIONAL ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT, WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

8. (a) **City Manager**
- i. **Development Update**
 - ii. **Commission Vacancies**
 - iii. **Wastewater Update**
- (b) **City Attorney**
- i. **Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
 - ii. **Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**

9. UNFINISHED BUSINESS

10. 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 City Commission 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 City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

11. COMMISSIONER COMMENTS

(a) Commissioner Cosenza III

(d) Vice Mayor DeGrave

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

May 1st – 30th

Food for Fines at Fruitland Park Library

May 26th
Closed)

Memorial Day Holiday (City Hall

Thursday, June 12th

City Commission Meeting

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring 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
AGENDA ITEM SUMMARY SHEET
Item Number: **4a & 4b**

ITEM TITLE: **Draft Meeting Minutes & Resolution 2025-036**

MEETING DATE: Thursday, May 8, 2025

DATE SUBMITTED: Wednesday, April 30, 2025

SUBMITTED BY: (See below)

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

(a) **Regular Minutes** dated May 8, 2025 (city clerk)

(b) **Resolution 2025-036, Approval of an Agreement for Employment and Labor Law Legal Services Between the City of Fruitland Park and Allen, Norton & Blue, P.A.** (city manager/human resources director)

FUNDS BUDGETED: None

ATTACHMENTS: May 8, 2025, Regular City Commission Minutes
Agenda Summary for Resolution 2025-036
Resolution 2025-036
Agreement with Allen, Norton & Blue, P.A.

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
May 8, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731, on Thursday, May 8, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Commissioner Joseph “Joey” Cosenza

Members Absent: Seats for Districts 2 and 5 are currently vacant.

Also Present: City Attorney Anita Geraci-Carver, Human Resources Director John Klein; City Treasurer Gary Bachmann; Finance Deputy Director Kimberly Gehrke; Public Works Director Robb Dicus; Interim Police Chief Henry Rains; Interim Community Development Director Michael Rankin; Administrative Manager Sharon Williams and City Clerk Gwen Johns

Total Attendance: 22

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Larry Miller, of the American Legion, led the Pledge of Allegiance to the Flag and gave an Invocation.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting. He then requested that Ms. Johns call the roll where a quorum was declared present.

3. RECESS TO THE LOCAL PLANNING AGENCY

Mayor Cheshire recessed the meeting at approximately 6:02 p.m. The meeting was reconvened at 6:10 p.m.

4. CONSENT AGENDA

(a) Approval of Minutes – April 24, 2025, Regular Meeting.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza that the City Commission approve the consent agenda, as presented. The motion carried by a unanimous vote.

5. PUBLIC HEARING

(a) Final Reading and Adoption of Ordinance No. 2024-010, Comprehensive Plan Building Height Restriction

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2024-010, the substance of which is as follows:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK FUTURE LAND USE DESIGNATIONS APPLICABLE TO ALL PROPERTIES WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2024-010, on final reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(b) Final Reading and Adoption of Ordinance No. 2024-011, Land Development Code Amendment, Building Height Restriction

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2024-011, the substance of which is as follows:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 154 OF THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK ZONING DISTRICTS APPLICABLE TO ALL PROPERTIES WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2024-010, on final reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (c) First Reading of Ordinance No. 2025-011, Annexation, CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC on behalf of the owner, William Kent Stokes Trust**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-011, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 32.03± ACRES OF LAND GENERALLY LOCATED WEST OF CR468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin described the proposed project and stated that the Planning and Zoning Board recommended approval with the condition that all lots be 50' in size.

Vice Mayor DeGrave expressed concern about proposed lot sizes. He also noted that the site appeared heavily wooded. He asked if construction would require clear cutting the corner. Luke Classon, an Engineer with Appian Engineering, stated the only trees around the edge of the development that would be preserved were the Oak Trees. He said all pine trees would be cleared. Vice Mayor DeGrave stated that he was hesitant to approve the development at the proposed density. The City Commission expressed their desire for the developer to build a subdivision of decreased density with no less than 50' sized lots. Jason Lee, Burgland Capital, indicated that the developer was willing to build out the development with 50' lots, exclusively. Frank Bombeeck, Burgland Capital, stated that a plan showing nothing but 50' lots had been submitted to the Community Development Department. He stated that he would stand behind that plan if it was the desire of the City Commission.

Vice Mayor DeGrave wondered if the property could be annexed at a lower density. Mr. Rankin thought that a not to exceed clause with regard to the number of units per acre in the Master Development Plan would protect the City.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2025-011, on first reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (d) First Reading and Public Hearing of Ordinance 2025-012, Small Scale Comprehensive Plan Amendment – CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC, on behalf of the owner, William Kent Stokes Trust.**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-012, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY HIGH DENSITY OF 32.03± ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; 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.

Ms. Geraci-Carver advised the City Commission that if their desire was to look at a different land use category, they would need to provide direction accordingly. She noted that the lot sizes were not applicable for the small-scale comprehensive plan amendment.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2025-012, with the condition designating the City of Fruitland Park Land Use Density that does not allow more than 4 units per acre, on first reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

6. QUASI-JUDICIAL PUBLIC HEARING

- (a) First Reading and Public Hearing of Ordinance 2025-013, Rezoning to PUD – CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC, on behalf of the owner, William Kent Stokes Trust.**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-013, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 32.03± ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; FRUITLAND PARK, FLORIDA FROM LAKE COUNTY AGRICULTURE AND RESIDENTIAL PROFESSIONAL ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT, WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor DeGrave asked for clarification with regard to changing the subdivision to 50' lots, exclusively. He wondered if the pie shaped lots would still have 50' frontages. Mr. Rankin responded, and Mr. Classon clarified that at the front setback, the lots would be 50', however he noted that at the street, some lots may be closer to 40 feet. He stated no variances would be required.

Ms. Geraci-Carver advised that there were items in the Master Development Agreement that would need clarification. She stated the points of clarification that needed to be made and there was no objection to her working with staff and the applicant to revise the agreement.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2025-013, with the condition to authorize Ms. Geraci-Carver to work on revisions to the MDA prior to second reading, on first reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

7. (a) City Manager

(b) City Attorney

- i. **Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628** – Ms. Geraci-Carver had no new updates.
- ii. **Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – Ms. Geraci-Carver had no new updates.

8. UNFINISHED BUSINESS

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

9. PUBLIC COMMENTS

There were no public comments.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

ACTION: Nothing to report.

(b) Vice Mayor DeGrave

ACTION: Nothing to report.

11. MAYOR'S COMMENTS

a. Dates to Remember

Mayor Cheshire announced the following events:

May 1 st – 30 th	Food for Fines at Fruitland Park Library
May 5 th – 9 th	Teacher Appreciation Week
Thursday, May 22 nd	City Commission Meeting

13. ADJOURNMENT

The meeting adjourned at 6:51 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2025-036 Approving Staff Recommendation to sign a Legal Services Contract between Allen, Norton & Blue, P.A., Winter Park, Florida and the City of Fruitland Park, Florida

MEETING DATE: Thursday, May 22, 2025

DATE SUBMITTED: May 15, 2025

SUBMITTED BY: City Manager/Human Resources Director

BRIEF NARRATIVE: On April 24, 2025, at the City Commission Meeting, staff was given direction to negotiate with the approved legal firm of Allen, Norton & Blue for Employment and Labor Law Legal Services.

Staff contacted Allen, Norton & Blue for a draft contract for services. This contract has been reviewed by the City Attorney and staff. Attached is the finalized version of the contract that is ready for City Commission approval.

The legal services contract outlines the pricing and services provided to the City of Fruitland Park by Allen, Norton & Blue relating to employment and labor law legal matters.

The attached resolution approves the Employment and Labor Law Legal Services contract.

FUNDS BUDGETED: Legal Services expenses are budgeted.

ATTACHMENTS: Proposed Resolution 2025-036; Employment and Labor Law Legal Services Contract between the City of Fruitland Park and Allen, Norton & Blue.

RECOMMENDATIONS: Staff recommends approval of the contract between Allen, Norton & Blue and the City of Fruitland Park.

ACTION: Adopt Resolution 2025-036.

RESOLUTION 2025-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND ALLEN NORTON & BLUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued Request for Proposals 2025-02 seeking qualified attorneys and firms to serve as labor counsel for the City of Fruitland Park and the City Commission elected the law firm of Allen Norton & Blue; and

WHEREAS, the City Commission desires to enter into a contract for employment and labor law legal services; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

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

Section 1. The Agreement for Employment and Labor Law Legal Services between the City of Fruitland Park, Florida and Allen Norton & Blue, a copy of which is attached hereto, is approved.

Section 2. The City Commission authorizes the mayor to execute the Agreement for Employment and Labor Law Legal Services.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 22nd day of May 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

SEAL

ATTEST:

GWEN JOHNS, MMC, CITY CLERK

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
VACANT	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
VACANT	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

**AGREEMENT FOR EMPLOYMENT AND LABOR LAW
LEGAL SERVICES**

THIS AGREEMENT is made and entered into effective on date last signed below by and between the City of Fruitland Park, Florida (“City”) and Allen Norton & Blue, P.A. (“Law Firm”).

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with general consultation and representation on labor and employment matters, and

WHEREAS, the Law Firm has been selected to represent the City’s interests in these matters.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City hereby agree as follows:

1. The City hereby engages Law Firm to provide legal representation to the City for labor and employment related legal matters as set forth in this Agreement in a timely, professional, and competent manner.
2. The services to be rendered under this Agreement are as follows:
 - a. Representation of the City’s interests with regard to labor and employment matters, as requested by the City;
 - b. Consultation with the City Attorney’s office as needed concerning labor and employment legal issues; and
 - c. Legal services related to the above.
3. The Billing Rates are: Year 1: \$300.00 per hour for shareholders’ and associates’ time, and \$125.00 per hour for paralegal’s time; Year 2: \$325.00 per hour for shareholders’ and associates’ time, and \$125.00 per hour for paralegal’s time; and, Year 3: \$350.00 per hour for shareholders’ and associates’ time, and \$125.00 per hour for paralegal’s time.
4. The City will pay reasonable costs and out-of-pocket expenses.
5. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

6. For the duration of this Agreement the Law Firm will not accept or represent clients in matters adverse to the City without prior written authorization.
7. The term of this Agreement shall commence on date set forth below and shall remain in effect for three (3) years. This Agreement is terminable by either party upon fifteen (15) days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.
8. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.
9. This Agreement contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
10. All documents prepared pursuant to this Agreement are subject to the Florida Public Records Law (Chapter 119, Florida Statutes). To the extent that the Law Firm meets the definition of "contractor" under Section 119.0701 of the Florida Statutes, the Law Firm agrees to fully comply with the provisions of that section and the Public Records Law. Refusal of the Law Firm to allow public access to such records as required by such law shall constitute grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

CITY OF FRUITLAND PARK

Attest: _____
Gwen Johns, MMC, City Clerk

By: _____
Chris Cheshire, Mayor

Date: May 22, 2025

Date: May 22, 2025

ALLEN NORTON & BLUE, P.A.

By: _____
John "J.K." W. Keller, IV

Date: _____, 2025

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

ITEM TITLE: Second Reading and Public Hearing Ordinance
2025-011 Annexation – CR 468 Subdivision for
approximately 32.03 ± acres generally located west of
468 and South of Myrtle Lake Ave. Petitioner:
Burgland Capital, LLC on behalf of the owner, William
Kent Stokes Trust.

MEETING DATE: May 22, 2025

DATE SUBMITTED: May 16, 2025

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

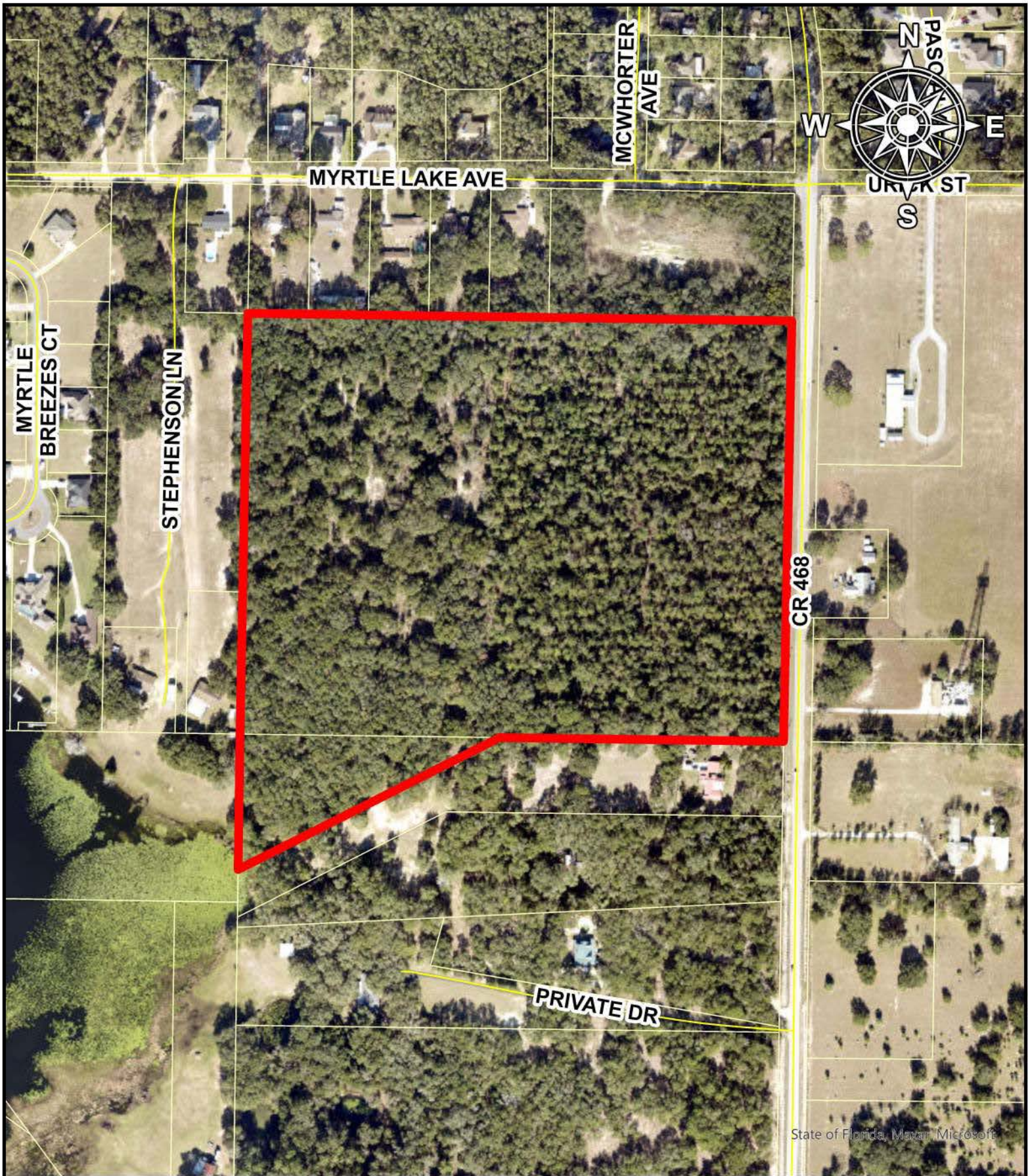
BRIEF NARRATIVE: Applicant is seeking voluntary annexation into the city
and receive city services to develop a proposed 124 lot subdivision for 50 ft lots (50' x
120') with a minimum living area of 1,350. The proposed open space is 8.01 acres or
25.3%. The site is located within the city's utility service area. An HOA is proposed to
provide management of all common areas and facilities. A one (1.0) acre amenity/open
space tract with a tot lot/playground is also proposed.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-011, location map, staff comments,
advertising affidavit

RECOMMENDATION: Recommended to consider approval of Ordinance
2025-011.

ACTION:



	CIVIL ENGINEERING LAND PLANNING		Aerial Map	
	APPIANFL.COM • 407.960.5868		Lake County, Florida	
	2221 LEE ROAD, SUITE 27, WINTER PARK, FLORIDA 32789		BIN-004	1" = 300 ft
			Date: 6/3/2024	

ORDINANCE 2025-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 32.03 ± ACRES OF LAND GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Jason Monroe Lee on behalf of Burgland Capital, LLC, as Applicant, on behalf of William Kent Stokes Trust, Owner, requesting that approximately 32.03 ± acres of real property generally located west of CR 468 and south of Myrtle Lake Ave. (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact; and

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; and

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

Section 1.

The following described property consisting of approximately 32.03 acres of land generally located west of CR 468 and south of Myrtle Lake Ave., contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See Exhibit "A"

Parcel Alternate Key No. 1288843 and 1289912

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 Department of State of Florida within seven (7) days after its passage on second and final reading. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 3. 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 4. 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 5. 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 property annexed in the City Comprehensive Plan.

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 _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, MMC, City Clerk

Anita Geraci-Carver, City Attorney

Vice-Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
VACANT	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
VACANT	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____

(SEAL)

EXHIBIT 'A'

Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

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

ANNEXATION, SSCPA, AND REZONING

Owner: William Kent Stokes Trust

Applicant: Burgland Capital, LLC , Jason Monroe Lee

General Location: West of CR 468 and South of Myrtle Lake Ave.

Number of Acres: 32.03 ± acres

Existing Zoning: Agriculture (A) and Residential Professional (RP)

Proposed Zoning: PUD

Existing Land Use: Urban Medium Density (7 units/acre)

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

Date: February 24, 2025

Description of Project

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed 135-unit single family subdivision with lots ranging in widths from 40' to 60' at a proposed density of 4.34 units/acre. Minimum lot sizes range from 4,800 SF (97 lots) and 7,200 SF (38 lots). A 1.0-acre amenity/open space tract with tot lot/playground is proposed. Total open space proposed is 7.95 acres (25.1%) which includes amenity (1.0 acres), landscape buffer (0.92 acres), conservation area (0.09 acres) and stormwater pond (5.94 acres).

	Surrounding Zoning	Surrounding Land Use
North	R-1 and Ag	Urban Medium Density (7 units/acre)
South	Residential Professional (RP)	Urban Medium Density (7 units/acre)
East	PFD, Ag and R-2	Institutional, SF Low Density (3 units/acre), Urban High Density (12 units/acre)
West	R-1	Urban Medium Density (7 units/acre)

Assessment

Application

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

The applicant indicated that “Per the City’s Comprehensive Plan 2035, under the Proposed Land Use Strategy, this development will help meet the City’s goal of providing a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.” “In addition, per the City’s Proposed Land Use Strategy, this development will also provide access to housing for residents of various ages and needs as well as conserving wetland and other environmentally sensitive areas.”

2) Consistency with applicable sections of the Land Development Code.

Chapter 154, Section 154.030(11) indicates that a conceptual plan is required for the rezoning which the applicant has submitted. Please see additional comments regarding the concept plan outlined below in the staff report.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation into the city requires a city designated zoning.

B) Whether adequate sites already exist for the proposed district uses.

A PUD zoning allows for specific development criteria allowing for a mix of lot or housing types which cannot be achieved by a straight zoning category. The proposed development requires a PUD zoning which the applicant has applied for.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is County Urban Medium (7 units/net acre) and the proposed amendment to City MFLD (8 units/acre).

Annexation

The subject site is adjacent to the City limits along the eastern property boundary and is eligible for voluntary annexation. The subject site is also within the City’s Utility Service Area.

Small Scale Comp Plan Amendment

The proposed small scale comprehensive plan amendment consists of 32.03 ± acres and is located south of Lake Myrtle Ave. and west of CR 468. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Urban Medium Density (32.03) on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Multi-Family Low Density. Under the Lake County Urban Medium Density future land use could have developed at a maximum development scenario of 7 units/net acre pursuant to Lake County FLU Policy 1-1.3.3 which results in 224 units.

Under the proposed Multi-Family Low Density land use (8 units/acre) the property could be developed at a maximum development scenario of 256 units pursuant to FLU Policies 1-1.2 and 1-1.5; however, the proposed Planned Unit Development (PUD) zoning limits development to 135 units which results in a proposed gross density of 4.21 units/acre.

The proposed comprehensive plan amendment results in an increase of 32 units.

The property to the northern, southern and western is designated as Urban Medium Density (7 units/acre), property to the east within the city limits is designated as Institutional and SF Low Density and Lake County Urban High Density (12 units/acre). Further south along CR 468, property within the city is designated as Multi-Family High Density (15 units/acre).

Residential Needs Analysis – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035.

School Impact Analysis – Please submit school concurrency application.

Traffic Impact Analysis – The traffic impact analysis submitted was based on 139 single family units. The anticipated buildout is the end of 2027. The results indicate the proposed development would generate 1,366 daily trips, of which 101 AM peak hour trips and 135 PM peak hour trips. The proposed development will not adversely impact area roadways and will not adversely impact the Level of Service. The development will require the construction of a 425-foot northbound left turn lane and 400-foot southbound right lanes at both access driveways.

Solid Waste Impact Analysis – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 335. The estimated water usage is 0.057.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of 0.196 mgpd and an analysis was conducted of the proposed

amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.139 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 289,000 gallons per day (0.289 mgd). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 335. The estimated sanitary sewer usage is 0.040 mgd. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.249 mgd.

Environmental Analysis – An environmental assessment was conducted by Paradise Environmental, LLC. The assessment indicates that there are 0.04 acres of water bodies and no protected species were observed on the subject site. A small portion of the site is within the 100-year flood; however, no impacts to the flood zone are proposed. Should protected species occur, the appropriate regulatory permits will be secured.

Rezoning

The subject property is currently zoned Agriculture and Residential Professional in Lake County and the proposed City zoning is Planned Unit Development (PUD) for the development of a 135-unit subdivision. Surrounding zoning consists of Residential Professional (RP), R-1, Agriculture, Public Facilities District (PFD), and R-2.

Concept Plan

The revised concept plan identifies 135 single family units consisting of the following:

97 units of 40' x 120' (4,800 SF) lots

38 units of 60' x 120' (7,200 SF) lots

Residential development to the north is developed on 1 acre lots. Subdivisions in the general area consist of Lake Myrtle Breezes (1/2 acre lots) and Arbor Park of 50' (6,250 SF), 60' (7,500 SF), and 70' (8,750 SF) lots for single family detached homes.

The applicant indicates that there is sufficient evidence that the proposed 40' and 60' lot sizes are compatible with adjacent developments. To the northeast of the site, the adjacent property is not a subdivision but a borrow pit that was used for fill material. The borrow pit will not be negatively impacted by the proposed site development. The properties to the northwest were developed as 1 acre lots, however, that is not the development trend in the area. To lessen impact to the 1 acre lots, we are proposing a 10' landscape buffer tract with a 15' landscape easement in the rear of the 60' lots adjacent to those properties.

Regarding Arbor Park (Phases 1, 2, and 3) we are proposing larger lot areas along the boundary of the subdivision at 60' in width in comparison to the majority of Arbor Park's 50' perimeter lots. Therefore, the interior 40' lots will not negatively impact the adjacent developments.

Finally, with regards to Lake Myrtle Breezes the market conditions are currently preferential to properties that are in the 40' wide, 50' wide and 60' wide range. Buyers are attracted to the lower costs (smaller roadway and infrastructure) and lower maintenance requirements of lots in this range. This is reflected in the neighboring Arbor Park development being overwhelming comprised of 50' lots. Our subject parcels have a current Future Land Use of Urban Medium through the County and we are trying to match the development trans in the CR 468 corridor.

The proposed setbacks are as follows:

Front – 20'
Front Garage – 25'
Side – 5'
Rear – 20'

The proposed minimum floor area for the homes on the 40' lots is 1,200 SF and 60' lots is 1,500 SF.

The proposed perimeter buffers are 10' with a 15' landscape easement for lots/areas abutting the property boundary. Historically, planned unit developments provide for 25' perimeter buffers. The 10' landscape buffer and 15' landscape easement provides a 25' perimeter buffer on north, portions of the south and western boundary. A 10' landscape buffer is proposed along the eastern boundary adjacent to CR 468.

Chapter 154 requires a minimum of 25% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan indicates that the applicant is offering 25.1% open space and includes the proposed stormwater ponds. The applicant proposes a trail with benches around the stormwater pond. The concept plan indicates that the proposed amenity tract (1.0 acre) would include a tot lot/playground and a covered mailbox kiosk at a minimum.

Chapter 165, Section 165.130(A) requires a minimum 25' upland buffer adjacent to the lake. Further, Section 165.080 requires a 35' setback from the ordinary high water line. The revised master plan now indicates both the upland buffer and setback.

The applicant is requesting a maximum building coverage from 30% to 75% for 40' lots and a maximum of 65% for 60' lots. The applicant is also requesting that the minimum lot width be based on the front setback line rather than the front property line along the roadway.

Comprehensive Plan Compliance

The proposed amendment complies with the following policies:

FLU Policy 1-1.2: Density and Intensity Standards.
FLU Policy 1-1.5: Multiple-Family Low Density
FLU Policy 1-2.1: Promote Orderly, Compact Growth
FLU Policy 1-3.1: Planned Unit Development

Recommendation

Please submit school concurrency letter upon receipt from Lake County Schools.



VIA EMAIL echurch@fruitlandpark.org

February 5, 2025

Emily Church
Office Assistant
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: CR 468 SUBDIVISION (AVO 043866.148)

Dear Ms. Church:

Per your email request dated February 4, 2025, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, I have no further comments.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "BT", written over a light blue horizontal line.

Brett J. Tobias, P.E.
Team Leader
btobias@halff.com

BJT:ab

The Villages® DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, 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 # 01244885 in the matter of

NOTICE OF NOTICE OF PUBLIC HEARING

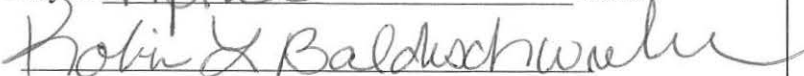
was published in said newspaper in the issues of

APRIL 1, 2025
APRIL 8, 2025

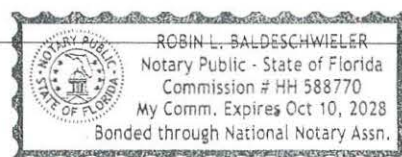
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, 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 9
day of April 2025.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING

ORDINANCE 2025-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 32.03 ± ACRES OF LAND GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-0012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY HIGH DENSITY OF 32.03 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; 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.

ORDINANCE 2025-0013

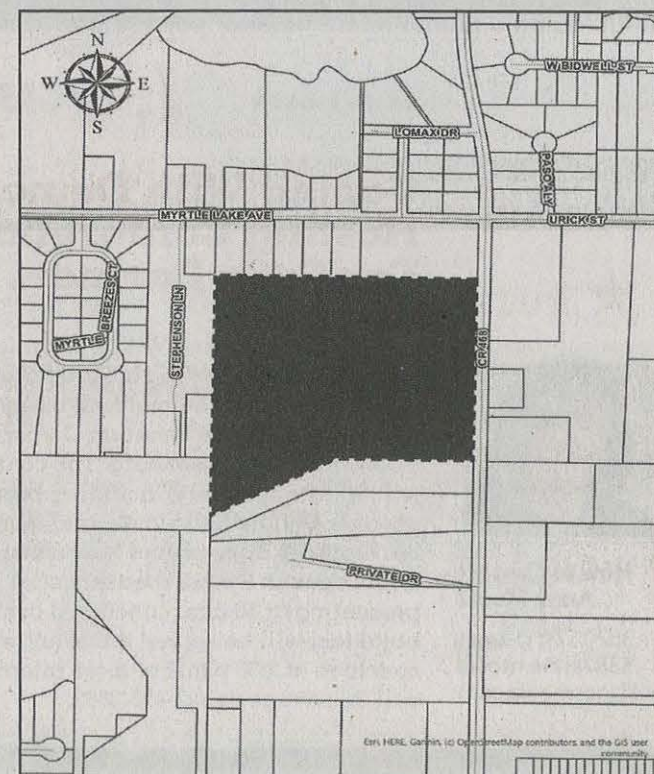
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 32.03 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) AND RESIDENTIAL PROFESSIONAL (RP) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED 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 Ordinances will be considered at the following public meetings:

Planning & Zoning Board Thursday, April 17, 2025 @ 6:00 p.m.
City Commission 1st Reading Thursday, May 8, 2025 @ 6:00 p.m.
Land Planning Agency Thursday, May 8, 2025 @ 6:15 p.m.
City Commission 2nd Reading Thursday, May 22, 2025 @ 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 Ordinances 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 Ordinances.

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 Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



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

ITEM TITLE: Second Reading and Public Hearing Ordinance
2025-012 Small Scale Comp Plan Amendment – CR 468
Subdivision for approximately 32.03 ± acres generally
located west of 468 and South of Myrtle Lake Ave.
Petitioner: Burgland Capital, LLC on behalf of the
owner, William Kent Stokes Trust.

MEETING DATE: May 22, 2025

DATE SUBMITTED: May 16, 2025

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

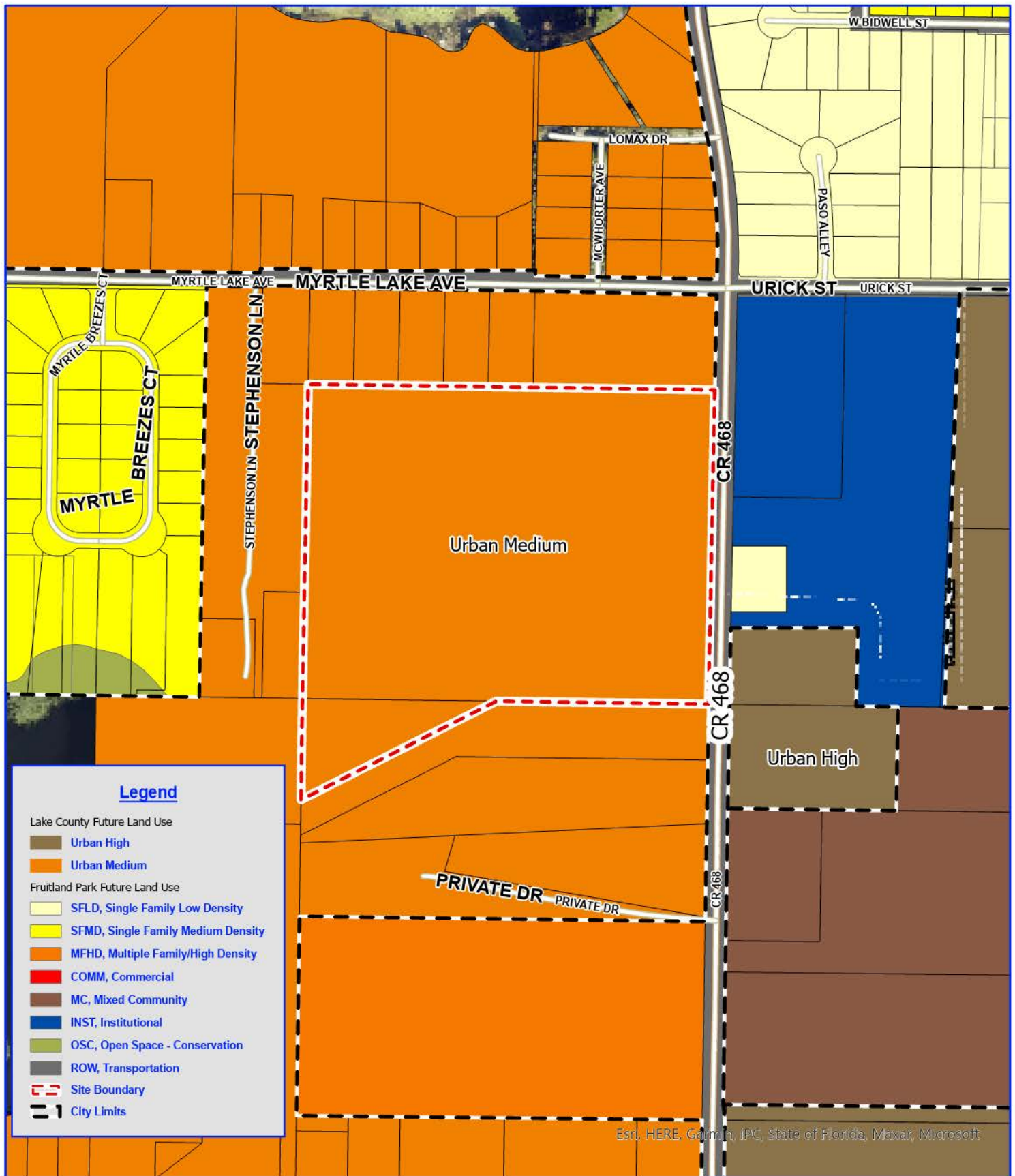
BRIEF NARRATIVE: Property owner seeking annexation, a small-scale
comp plan amendment and rezoning (PUD/MDA) to receive city services and develop a
124-lot proposed subdivision for 50' lots. The applicant changed from its original
proposal for Single Family High Density to Single Family Medium Density for consideration
of a maximum allowable density of four (4) dwelling units per acre.

FUNDS REQUIRED: None

ATTACHMENTS: Draft Ordinance 2025-012 with legal description,
Location Map, Existing and Proposed Future Land Use
Map; See Annexation Agenda bill for Advertising
Affidavit and Staff Report.

RECOMMENDATION: Recommended to consider approval of Ordinance
2025-012. Provide copy of an adequate school
determination or school concurrency reservation.

ACTION:

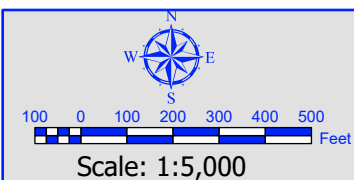
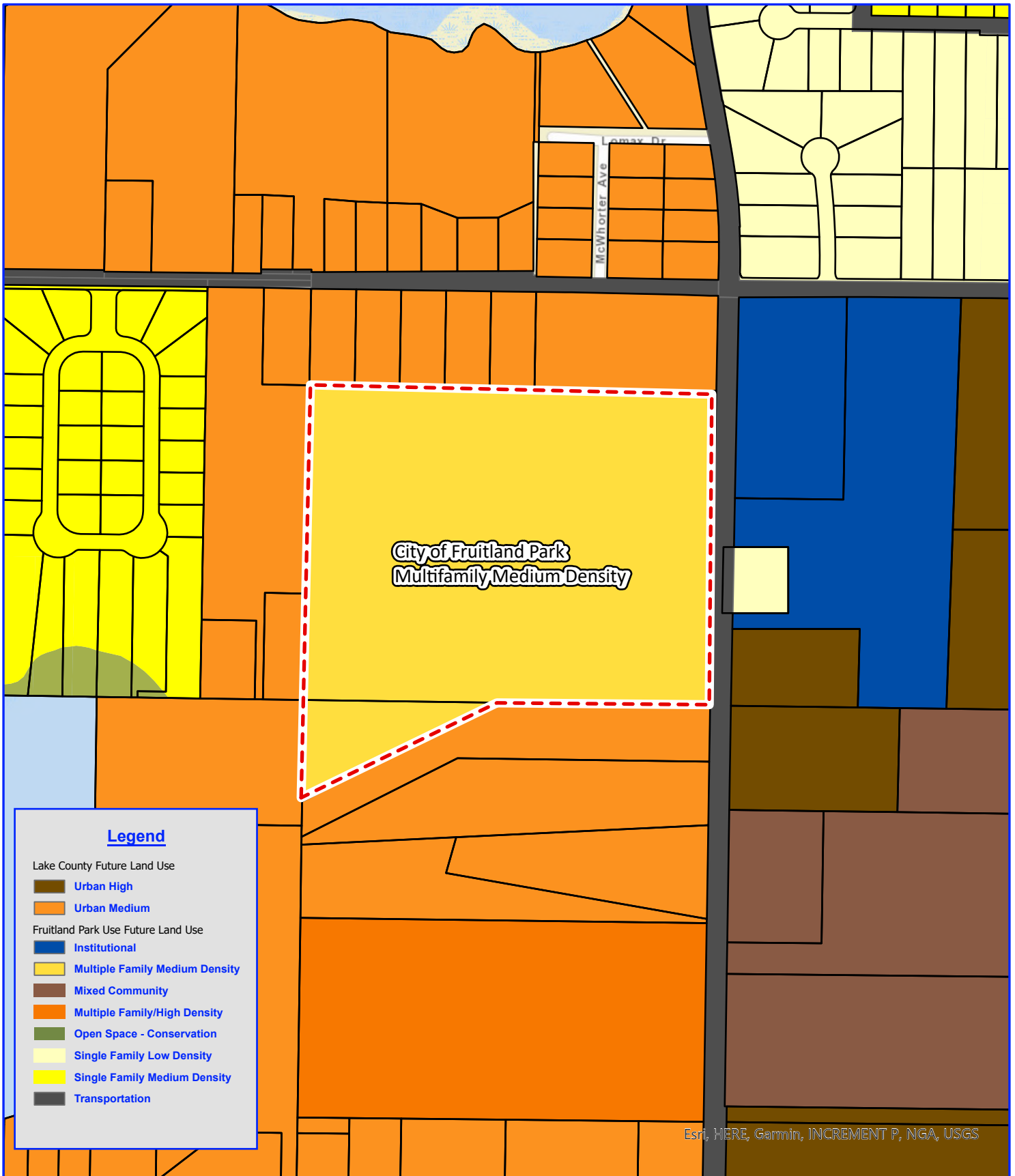


Burgland Capital, LLC

Lake County, Florida
Existing Future Land Use Map

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh





Burgland Capital, LLC

Fruitland Park, Florida
Proposed Future Land Use Map

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: May 14, 2025
Created By: T. Kalebaugh



ORDINANCE 2025-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY ~~MULTI-FAMILY HIGH~~SINGLE FAMILY MEDIUM DENSITY OF 32.03 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; 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.

WHEREAS, a petition has been submitted by Jason Monroe Lee on behalf of Burgland Capital, LLC, as Applicant, on behalf of William Kent Stokes Trust, Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family High Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the City Commission is willing to approve Single-Family Medium Density and the applicant has agreed; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 32.03 ± acres generally located west of CR 468 and south of Lake Myrtle Ave. as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of ~~Multi-Family High~~Single Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and

completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

Section 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: 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 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Commerce.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST: (SEAL)

Gwen Johns, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner VACANT	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner VACANT	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading _____
Passed Second Reading _____

Approved as to Form:

Anita Geraci-Carver, City Attorney

“EXHIBIT A”

Parcel 1:

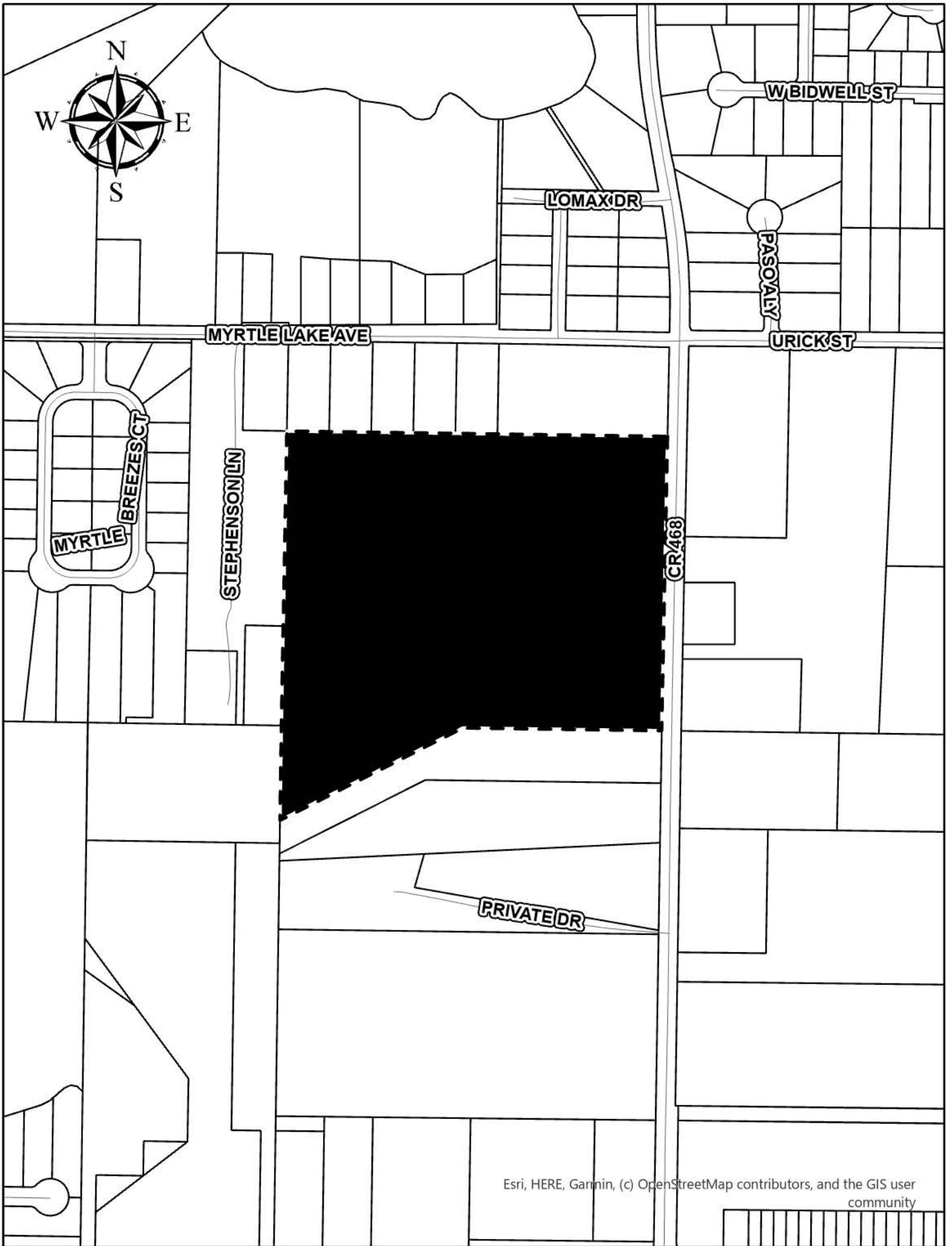
The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT B

MAP



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7a

ITEM TITLE: Second Reading and Quasi-Judicial Public Hearing
Ordinance 2025-013 Rezoning to PUD – CR 468
Subdivision for approximately 32.03 ± acres generally
located west of 468 and South of Myrtle Lake Ave.
Petitioner: Burgland Capital, LLC on behalf of the
owner, William Kent Stokes Trust.

MEETING DATE: May 22, 2025

DATE SUBMITTED: May 16, 2025

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

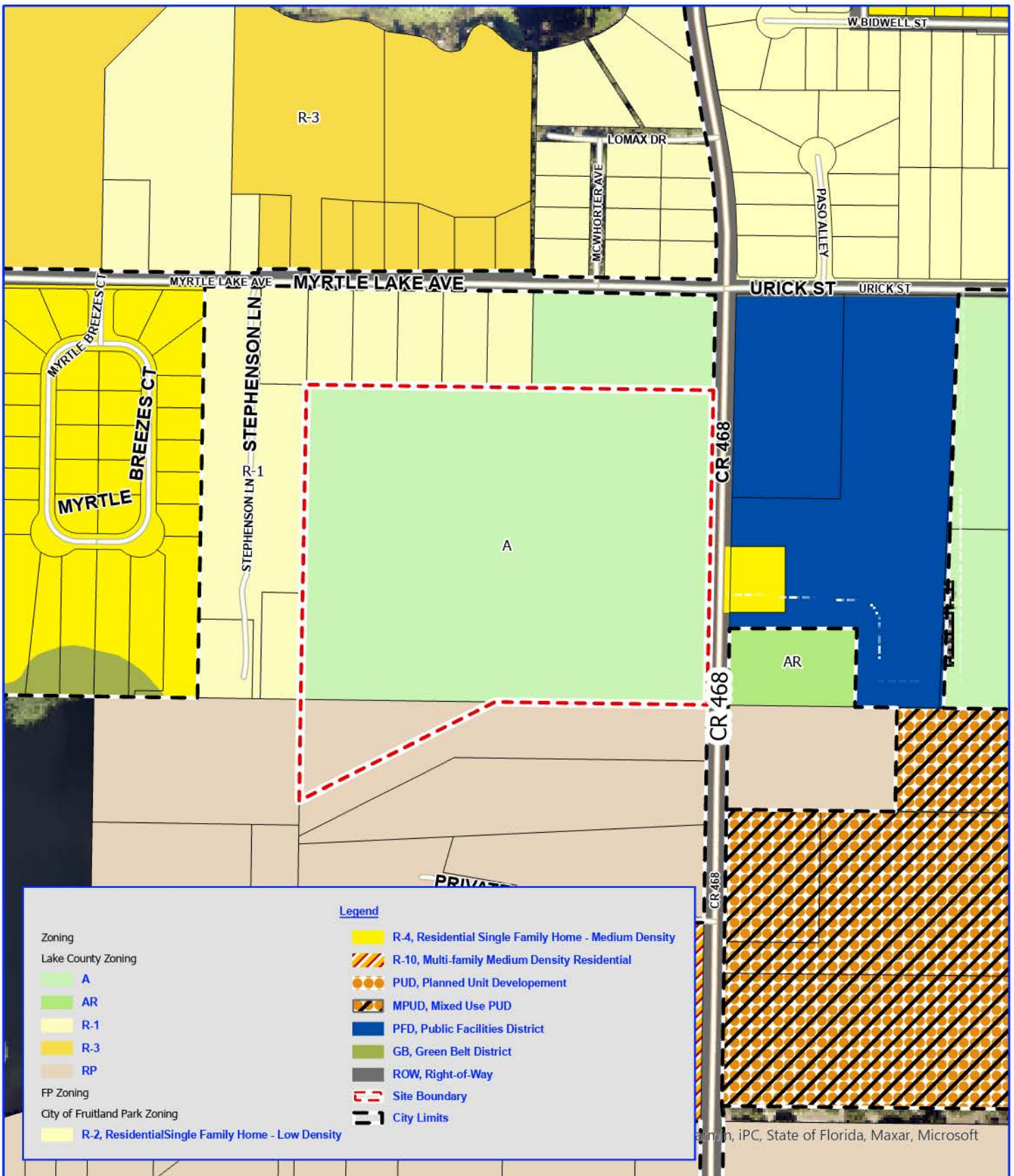
BRIEF NARRATIVE: The applicant is seeking annexation, a small-scale
comp plan amendment and rezoning to PUD/MDA for approximately 32.03 ± acres to
receive city services and develop a proposed subdivision of 124- single family homes with
a proposed density of 3.87 dwelling units per acre. The minimum living area is proposed
to be 1,350 sf; a ROW dedication of .39 acres is also proposed along with a proposed open
space of 8.01 acres (25.3%) where the required minimum open space is 7.91 acres or 25%.

FUNDS REQUIRED: None

ATTACHMENTS: Draft Ordinance 2025-013 (with attachments),
Proposed Zoning Map, and Master Plan. See
Annexation Agenda Bill for Advertising Affidavit and
Staff Report.

RECOMMENDATION: Recommended to consider approval of Ordinance
2025-013.

ACTION:



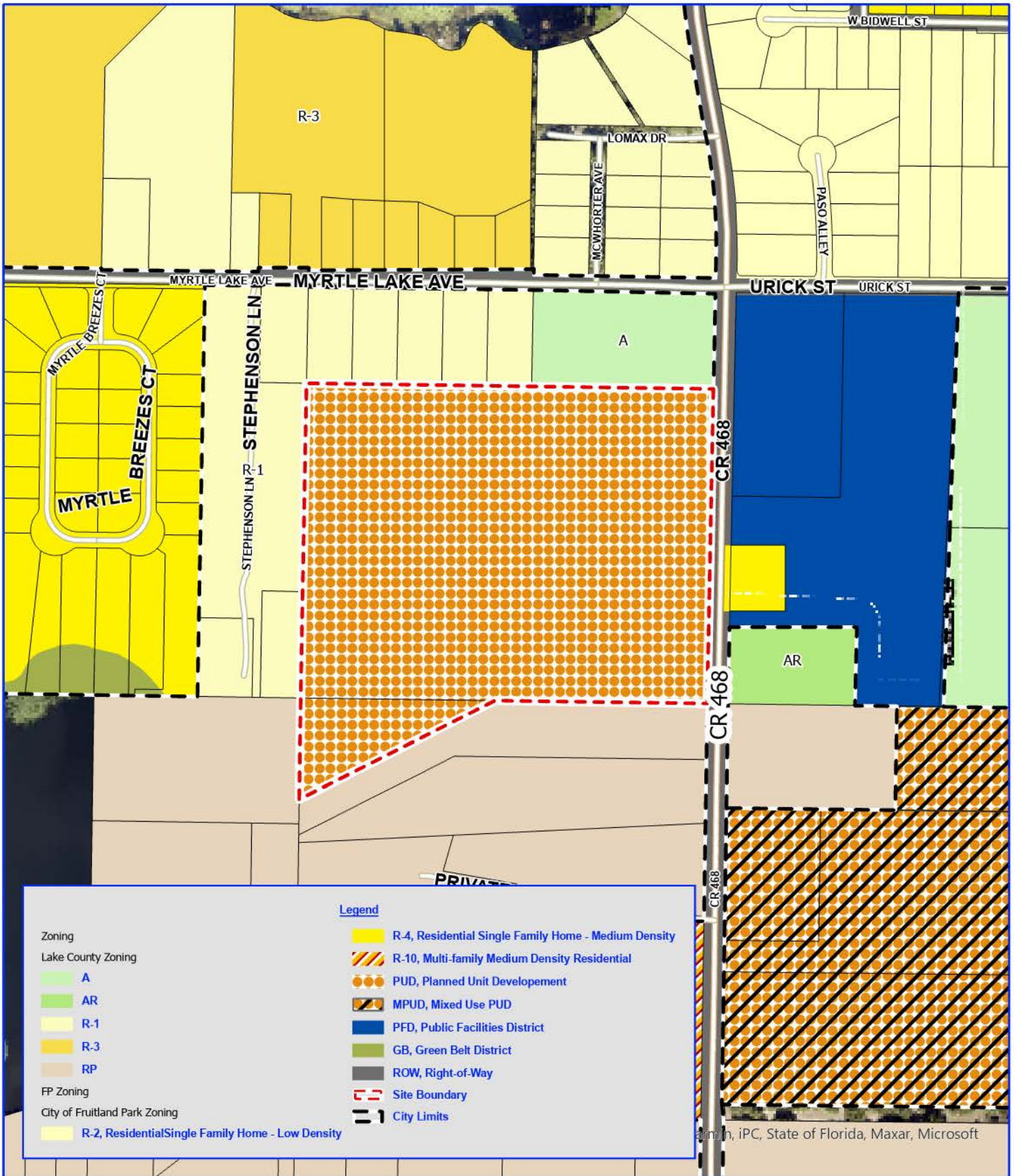
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Burgland Capital, LLC

**Lake County, Florida
Existing Zoning Map**

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh





Amn, iPC, State of Florida, Maxar, Microsoft



100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Burgland Capital, LLC

**Lake County, Florida
Proposed Zoning Map**

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh



ORDINANCE 2025-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 32.03 ± ACRES OF PROPERTY LOCATED ON CR 468 SOUTH OF MYRTLE LAKE AVENUE, FRUITLAND PARK, FLORIDA FROM LAKE COUNTY AGRICULTURE AND RESIDENTIAL PROFESSIONAL ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Burgland Capital, LLC and Jason Monroe Lee, on behalf of the owner, William Kent Stokes Trustee of The 2019 Revocable Trust of William Kent Stokes, requesting that approximately 32.03 +/- acres of real property located on CR 468 (the "Property") be rezoned from Lake County Agriculture and Residential Professional to City of Fruitland Park PUD; and

WHEREAS, the property has a future land use designation of ~~Multiple-Single~~ Family ~~Low-Medium~~ Density Residential as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Planned Unit Development is consistent with the future land use designation; and

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

WHEREAS, the required notice has been properly published and provided as required by the City's Land Development Code and Florida Statutes; and

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

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

Section 1. The following described property consisting of approximately 32.03 ± acres of land located south of Myrtle Lake Avenue on CR 468, Fruitland Park, zoned Planned Unit Development shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: See Exhibit A

Parcel Alternate Key Nos. 1288843 and 1289912 and depicted in **Exhibit B**.

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

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. 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 5. 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 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall become effective in accordance with the law.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this ____ day of ____ 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

(SEAL)

	(Yes)	(No)	(Abstained)	(Absent)
Mayor Cheshire				
Vice Mayor DeGrave				
Commissioner VACANT				
Commissioner Consenza				
Commission VACANT				

Passed First Reading : _____

Passed Second Reading: _____

EXHIBIT A TO ORDINANCE
Legal Description

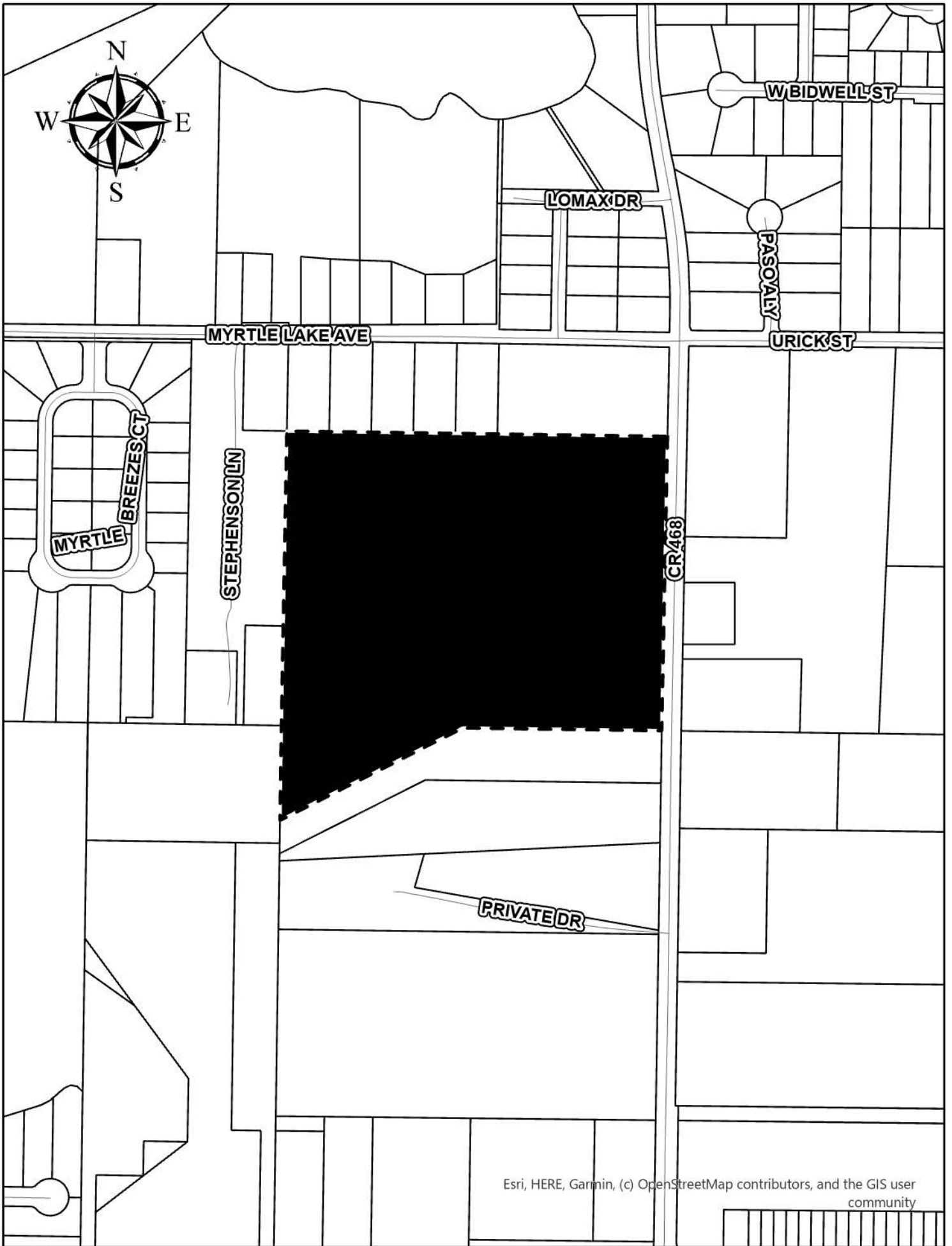
Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT B TO ORDINANCE
Map



Master Development Agreement

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the ____ day of _____ 2025, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and **WILLIAM KENT STOKES TRUSTEE OF THE 2019 REVOCABLE TRUST OF WILLIAM KENT STOKES**, (hereinafter referred to as the "Owner") and **BURGLAND CAPITAL, LLC**, a Florida **limited liability company** ("Developer").

RECITALS

1. Owner owns approximately 32.03 +/- acres of real property currently located in the City of Fruitland Park, Florida, described in **Exhibit A** attached hereto and incorporated herein (hereafter referred to as the "Property").
2. Applicants Burgland Capital, LLC and Jason Monroe Lee ("Developer") filed an application to rezone the Property to City of Fruitland Park Planned Unit Development and seeks to construct ~~135~~ 124 single-family homes.
3. The Property has a future land use designation of "~~Multi-Family-High~~ Single-Family Medium Density" on the City of Fruitland Park Land Use Map and is zoned Lake County Agriculture and Residential Professional.
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 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.
6. Owner/Developer will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein.
7. The Property is within the City limits and the City's Chapter 180, Florida Statutes, utility district, and Developer 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 the ordinance and this Agreement are hereby deemed a part of thereof.

Section 2. **Land Use/Development.** Development of the Property shall be substantially consistent with the "Master Plan CR 468 Subdivision" conceptual development plan dated ~~January 27,~~ May 14th, 2025 and attached as **Exhibit B** (the "Plan"). The project shall be developed as a residential subdivision. 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-4" zoning district. Overall gross density shall not exceed ~~4.273.9287~~ unit per acre and the maximum density shall not exceed ~~135-124~~ units.

Section 3. **Permitted Uses shall include:**

- A. Single family detached residential dwelling units.
- B. Passive and Active Recreation Facilities.
- C. Temporary modular office uses shall be allowed during construction.

Section 4. **Density.** Overall gross density shall not exceed ~~4.273.8792~~ unit per acre and the maximum density shall not exceed ~~135-124~~ units.

Section 5. **Development Standards.** The unit mix for the development of the Property shall be as follows:

- A. Single Family Detached Dwelling Units: ~~135124.~~
 - ~~i. 40' x 120' Lots may not be located along northern, western or southern boundaries of the Property~~
 - ~~ii. 6050' x 120' Lots~~
- B. Total Minimum Open Space: 25% (7.91 acres)
- C. Maximum Building Height: 35 feet.
- D. Setbacks:
 - i. ~~4050'~~ lots (Single-Family):
 - Front: 20 feet
 - Garage: 25 feet
 - Side: 5 feet
 - Corner Side: 20 feet
 - Rear: 20 feet

ii. ~~60' lots (Single Family):~~

~~Front: 20 feet~~

~~Garage: 25 feet~~

~~Side: 5 feet~~

~~Corner Side: 20 feet~~

~~Rear: 20 feet~~

iii. ii. Perimeter Setback: 10 feet

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

- E. **Minimum Living Area.** ~~4050~~-ft. single family detached shall have a minimum living area of ~~1200-1350~~ square feet ~~and 60-ft. single family detached shall have a minimum living area of 1500 square feet,~~ all under heat and air, and fully enclosed.
- F. **Minimum Lot Width.** ~~The minimum lot width shall be sixtyfifty feet (650') measured at the building setback line. A maximum of 97 single family detached lots within the development shall have a minimum lot width of forty feet (40'). A minimum of 38 lots single family detached lots within the development shall have a minimum lot width of sixty feet (60').~~
- G. **Minimum Lot Depth.** The minimum lot depth for detached single family shall be one hundred twenty feet (120').
- H. **Minimum Lot Area.** The minimum lot area for ~~40'-50'~~ wide lots shall be ~~4800~~ 6,000 square feet. ~~The minimum lot area for 60' wide lots shall be 7200 square feet.~~
- I. **Maximum Building Coverage.** The maximum building coverage as applied to the entire development shall be 30%.
- J. **Maximum Impervious Surface Ratio.** 70% for each individual lot.
- K. **Open Space.** For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- L. **Model Homes.** Up to six (6) model homes may be constructed prior to platting but after approval of the preliminary plan, provided that the model homes are ineligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

- M. **Stormwater Ponds.** In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- N. **Phasing.** ~~On-Unless~~ otherwise agreed to in writing by the city manager at the time of construction, Owner/Developer must develop the Property in two (2) separate phases and shall not proceed to sell lots or homes in a subsequent phase until the infrastructure of the previous phase is 50% completed. However, the second phase may be graded, and infrastructure constructed simultaneously if Owner/Developer so chooses, provided all City code provisions are followed.

Section 6. **Changes to the Development Plan.** Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development rezoning process.

Section 7. **Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by one primary access off of ~~CR~~ 468, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- A. The Owner/Developer shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on CR 468, and conveyance of additional right-of-way for CR 468. Turn lanes on CR 468 at the entrance to the project are required. Additional right-of-way must be dedicated for CR 468 to meet minimum requirements for a collector roadway consisting of four lanes with center median and to accommodate off-site road and right-of-way improvements. The Owner/Developer will need to provide onsite drainage for the widening of CR 468.
- ~~B.~~ All roads within the development shall be designed and constructed by the Owner/Developer to meet the City of Fruitland Park requirements including curb and gutter.
- ~~B-C.~~ On-street parallel parking spaces on one-side of the road shall be allowed in the right-of-way adjacent to the Amenity Tract provided the development dedicates 55-ft. Right-of-Way in the area of the proposed parallel parking spaces. At least one of the parallel parking spaces will be ADA compliant.
- ~~C-D.~~ Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks as more particularly described below in Pedestrian Facilities. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes. A sidewalk meeting Lake County and Fruitland Park requirements must be constructed along CR 468 road frontage extending to the Urick St./Myrtle Lake Ave. intersection to provide walkability to the elementary school. Owner/Developer must install painted crosswalk and signage to cross CR 468 safely.
- ~~D-E.~~ Should the Owner/Developer desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Owner/Developer shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park

requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time

E.F. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. The TIA must follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline. Methodology must be coordinated with Lake County prior to TIA submittal. Said improvements will be the responsibility of the Developer.

F.G. Owner/Developer shall be responsible for subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City and Lake County. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Section 8. Pedestrian Facilities. Owner/Developer 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/Developer, at Owner/Developer'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. Additionally, a pedestrian trail with benches shall be constructed around the stormwater pond.

Section 9. **Lighting.** Owner/Developer shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the site plan/construction plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Otherwise, lighting shall comply with the residential design requirements of the Fruitland Park Land Development Regulations. The poles and streetlights within the Property shall be installed by Owner/Developer, at Owner/Developer's expense, and thereafter maintained by the HOA.

Section 10. **Water, Wastewater, and Reuse Water.** Owner/Developer 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. City has limited wastewater collection and treatment capacity therefore depending on development within the City and development of this Property in relation thereto, the City may not have sufficient capacity to serve the Property at the time requested. At the time of execution of this Agreement the City is engaged in dual efforts to expand the City's wastewater collection and treatment capacity. Should Owner/Developer require capacity prior to the City having sufficient capacity, the City and Owner/Developer will meet and enter into an agreement to provide for an interim solution. Except as may be provided in such interim solution agreement, the Owner/Developer 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 /Developer shall install a complete reclaim system including meters to each property (Public Works Director to approve meters before installation) that shall be temporarily fed by the domestic water system with a backflow device between the two systems. If reclaim water becomes available from the City before the installation of the Owner/Developer lines they shall tie reclaimed water system directly into the City's reclaim line.

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 provide impact fee credits to reimburse Owner/Developer 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/Developer will enter into a Pioneer Agreement with the Owner/Developer 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/Developer.

Section 11. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits, including 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.

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 preliminary plat/construction plan consideration 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 12. Homeowners Association. Owner/Developer 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/Developer shall install all such improvements at their expense. Owner/Developer agrees to, at Owner/Developer expense, provide landscaping and improvements to the recreation areas located within the Property as agreed to by City at site plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Unless otherwise approved by the City Commission, Owner/Developer shall also include in the covenants and restrictions requirements for all single-family homes to have a garage with a prohibition against converting such garage areas to living area. Owner/Developer shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

Section 13. Easements. Owner shall provide the City with 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. Recreation/Amenities. An amenity center tract of no less than 1 acre in size shall be provided. The amenity center must include, at a minimum, a covered mailbox kiosk and a tot lot/playground. The amenity center tract and improvements must be maintained by the HOA.

Section 15. Construction. Owner/Developer 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/Developer agrees that any and all damage caused by Owner/Developer 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/Developer’s sole expense.

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. Landscaping/Buffers. Owner/Developer has reviewed City’s Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install and maintain a twenty-five foot wide (25-ft) landscape buffer type “B” along the PUD perimeter property boundary consisting of a 10-ft. wide open space tract owned and maintained by the HOA, and a 15-ft. landscaping easement on the rear of the lots adjacent to the property boundary, also to be maintained by the HOA. A landscaping site plan shall be submitted to the City for review and approval prior to such installation.

Owner/Developer 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/Developer shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, and buffers on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations to be maintained by the HOA.

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

Section 18. Stormwater Management. Owner/Developer agrees to provide at Owner/Developer’s expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John’s River Water Management District. As

provided in Section 12, the stormwater management system shall be owned and maintained by the homeowners association.

Section 19. 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/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

Section 20. 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 21. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 22. Solid Waste Disposal Facilities. The Property shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 23. Signage. Owner/Developer shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner/Developer, in the Owner/Developer's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner/Developer desires to install signage at the development.

Section 24. Title Opinion. Owner/Developer 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 25. 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 26. Due Diligence. The City and Owner/Developer 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/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 27. 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's Department of Commerce 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 28. 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 29. 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 30. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 31. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 32. 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:	Karen Manila, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 – Telephone: 352-360-6727
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 Telephone: 352-360-6727 - Anita Geraci-Carver, Esq, City Attorney Law Office of Anita Geraci-Carver 1560 Bloxam Ave Clermont, FL 34711 Telephone: 352-243-2801
As to Owner:	William Kent Stokes Trust 856 Lakemont Drive, Apt. B Louisville, Tennessee 37777
As to Developer:	Jason Monroe Lee, Manager Burgland Capital, LLC 1810 West Kennedy Blvd. Suite 232 Tampa, FL 32789 407-960-5868

Section 33. 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/Developer from complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Section 34. 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 August 23, 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 35. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

Section 36. Severability. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect 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 affected. To that end, this Developer's Agreement is declared severable.

Signature Pages to Follow

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**WILLIAM KENT STOKES TRUSTEE OF
THE 2019 REVOCABLE TRUST OF
WILLIAM KENT STOKES,**

Witness Signature

Print Name
Address: _____

Witness Signature

Print Name
Address" _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 2025 by William Kent Stokes, Trustee of The 2019 Revocable Trust of William Kent Stokes. He/she/they are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

**BURGLAND CAPITAL, LLC, a Florida
limited liability company,**

Witness Signature

Print Name

Address: _____

Signature

Jason Monroe Lee, Manager

Witness Signature

Print Name

Address" _____

Signature

Franciscus Bombeeck, Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 2025 by Jason Monroe Lee and Franciscus Bombeeck, Managers of Burgland Capital, LLC, a Florida limited liability company on behalf of the company. He/she/they are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

ACCEPTED BY THE CITY OF FRUITLAND PARK, FLORIDA

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

Anita Geraci-Carver, City Attorney

By:

Chris Cheshire, Mayor

Date:

Attest:_____

Gwen Johns, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____ 2025 by Chris Cheshire as Mayor of the City of Fruitland Park, Florida, a Florida municipal corporation on behalf of the corporation, ☒ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name:_____

Commission No.:_____

My Commission Expires:_____

Exhibit "A" to MDA

LEGAL DESCRIPTION

Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT "B" TO MDA

Master Plan CR 468 Subdivision

prepared by Appian Engineering LLC dated ~~January 27~~ May 14th,
2025

PARCEL 1:
THE SOUTH 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS RIGHT OF WAY OF HIGHWAY #468, IN
SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
BEGIN AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN EAST 617.2 FEET,
THENCE SOUTH 62°26' WEST TO THE SECTION LINE, THENCE NORTH TO THE POINT OF BEGINNING.

LCPA ALTERNATE KEY: 1288843, 1289912

	COVER
C1.0	MASTER PLAN
C2.0	DEVELOPMENT STANDARDS

OWNER
WILLIAM KENT STOKES TRUST
856 KENMORE DRIVE, BOX B
LOUISVILLE, TN 37277

DEVELOPER
BURGLAND CAPITAL, LLC
1810 WEST KENNEDY BOULEVARD, STE 232
TAMPA, FL 33606
PHONE: (407) 461-8990
EMAIL: JASON@LANDBANDDEV.COM

ENGINEER
APPIAN ENGINEERING, LLC
ENGINEER: LUKE M. CLASSON, P.E.
1000 N. LEE ROAD, SUITE 200
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PHONE: (407) 968-5868
EMAIL: LCLASSON@APPIANFL.COM

SURVEYOR
CANVAS LAND SURVEYING
SURVEYOR: LUKE F. FULFORD, P.S.M.
300 NORTH RONALD REAGAN BOULEVARD
LONGWOOD, FL 32759
PHONE: (321) 489-5330
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LANDSCAPE DESIGN, LLC
LANDSCAPE ARCHITECT: KARI L. KELLY JR., RLA
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OWENSDALE, FL 33556
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GEOTECHNICAL ENGINEER
UNIVERSAL ENGINEERING SERVICES
ENGINEER: DENNIS V. FERNANDES, E.I.
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ORLANDO, FL 32811
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ENVIRONMENTAL CONSULTANT
PARADISE ENVIRONMENTAL
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SEWER/WATER
CITY OF FRUITLAND PARK
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FRUITLAND PARK, FL 33751
CONTACT: TERRY RIBBLE
PHONE: (352) 308-5177

GAS
CITY OF LEESBURG GAS DEPARTMENT
501 WEST MEADOW STREET
LEESBURG, FL 33478
CONTACT: MILES CARROLL
PHONE: (352) 328-9840

ELECTRIC
CITY OF LEESBURG - ELECTRIC
501 WEST MEADOW STREET
LEESBURG, FL 33478
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PHONE: (352) 328-9786

CABLE TELEVISION
CABLE COMMUNICATIONS
931 RICHARD ST
JACKSONVILLE, FL 32216
CONTACT: ANDREW SWEENEY
PHONE: (904) 738-6896

FIBER/TELEPHONE
CENTURYLINK
1325 BLAIRSTONE BLVD N 113
TALLAHASSEE, FL 32301
CONTACT: BILL MCCLOUD
PHONE: (850) 599-1444

SUMMIT BROADBAND
4558 SW 35TH STREET
MIAMI, FL 33155
CONTACT: MICHELLE DANIEL
PHONE: (407) 996-1183

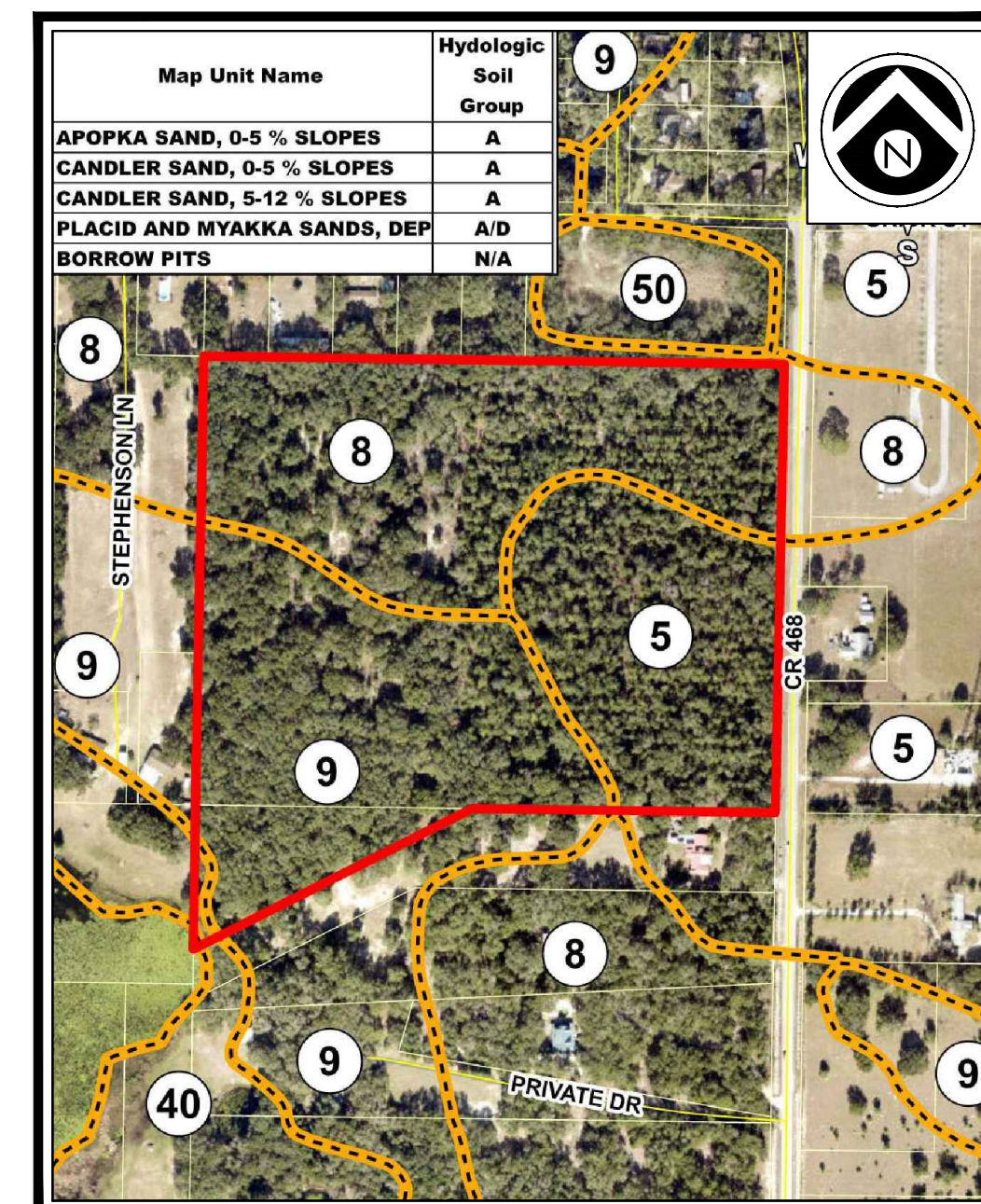


VICINITY MAP



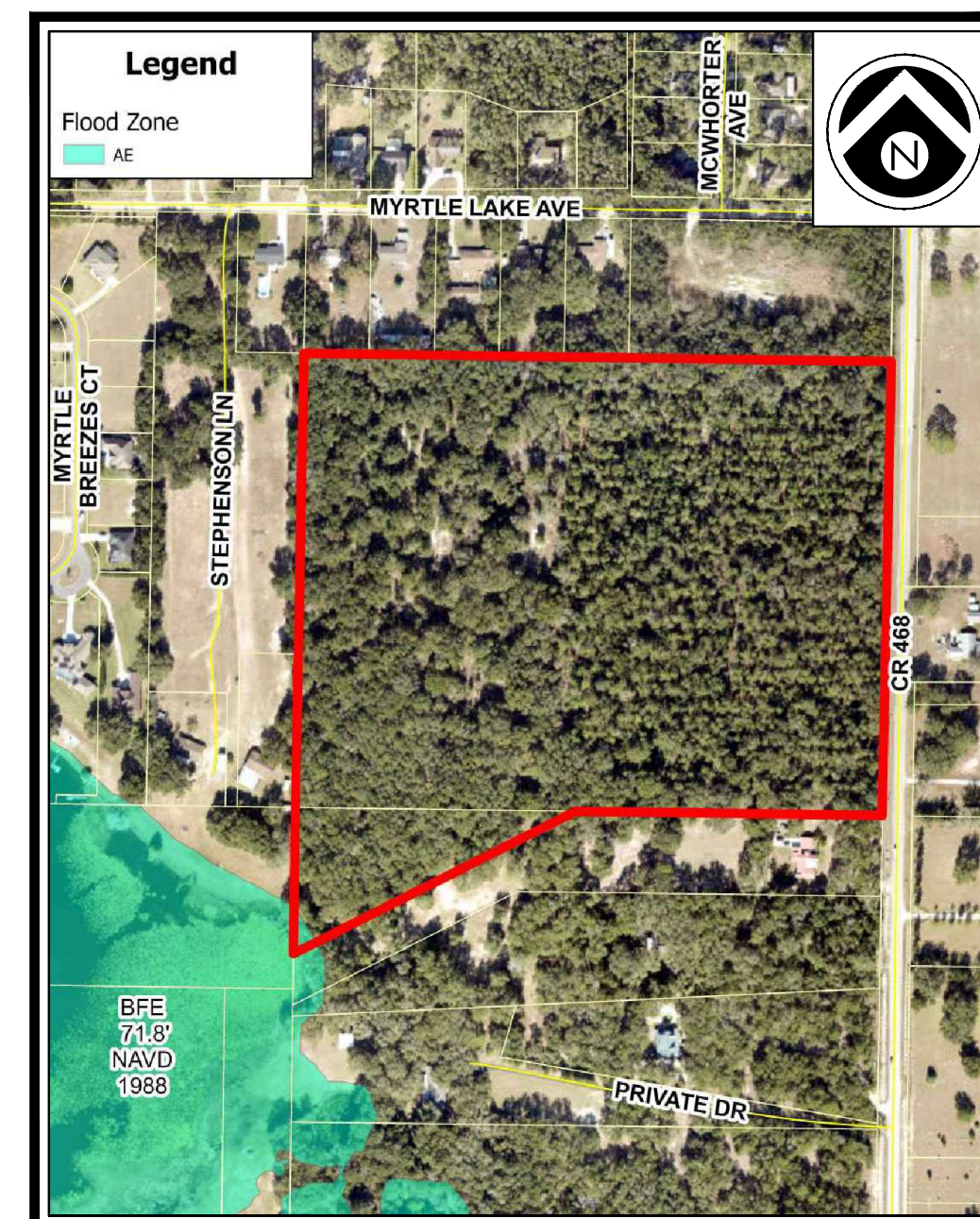
AERIAL MAP

SCALE: 1" = 400'



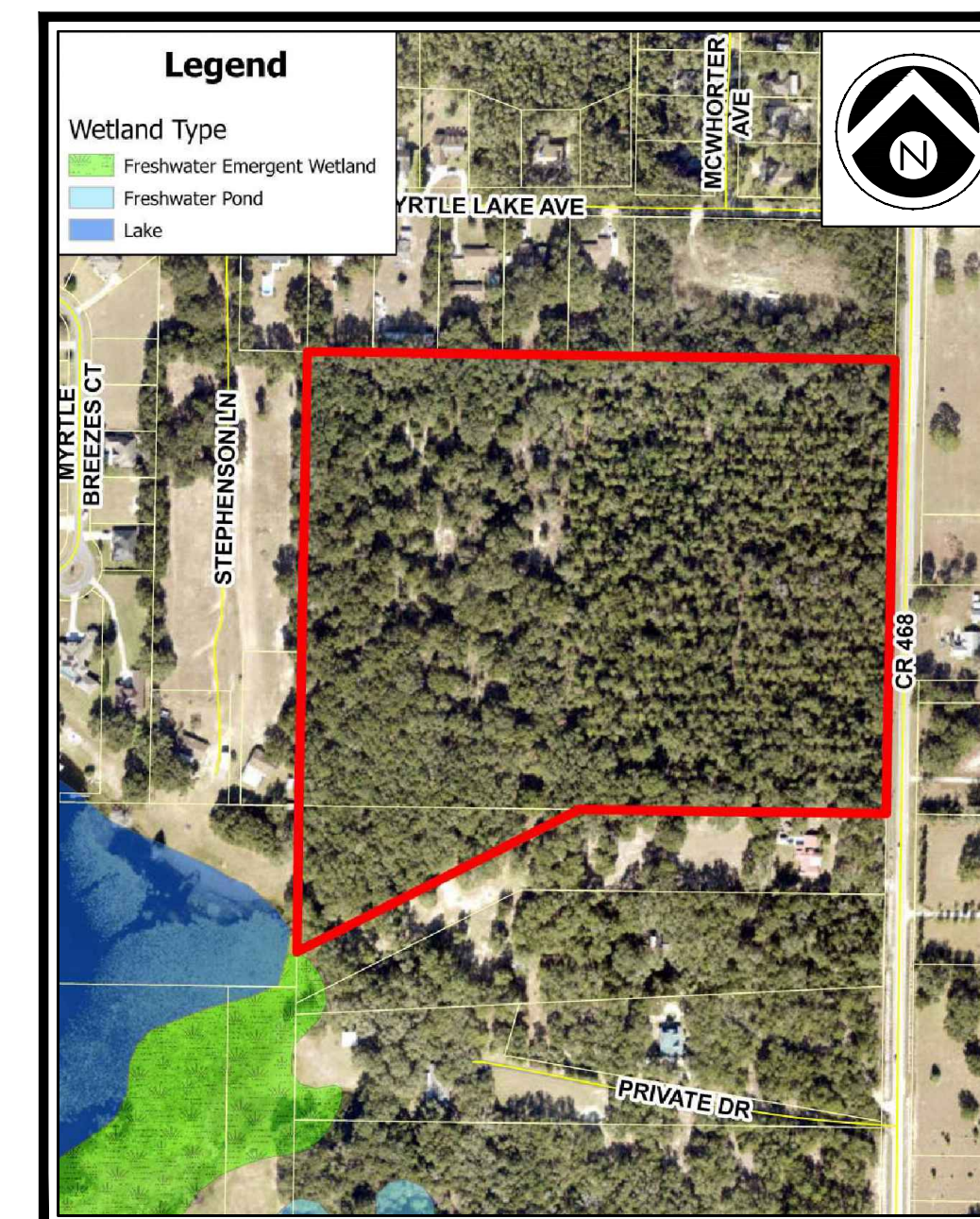
SOILS MAP

SCALE: 1" = 400'



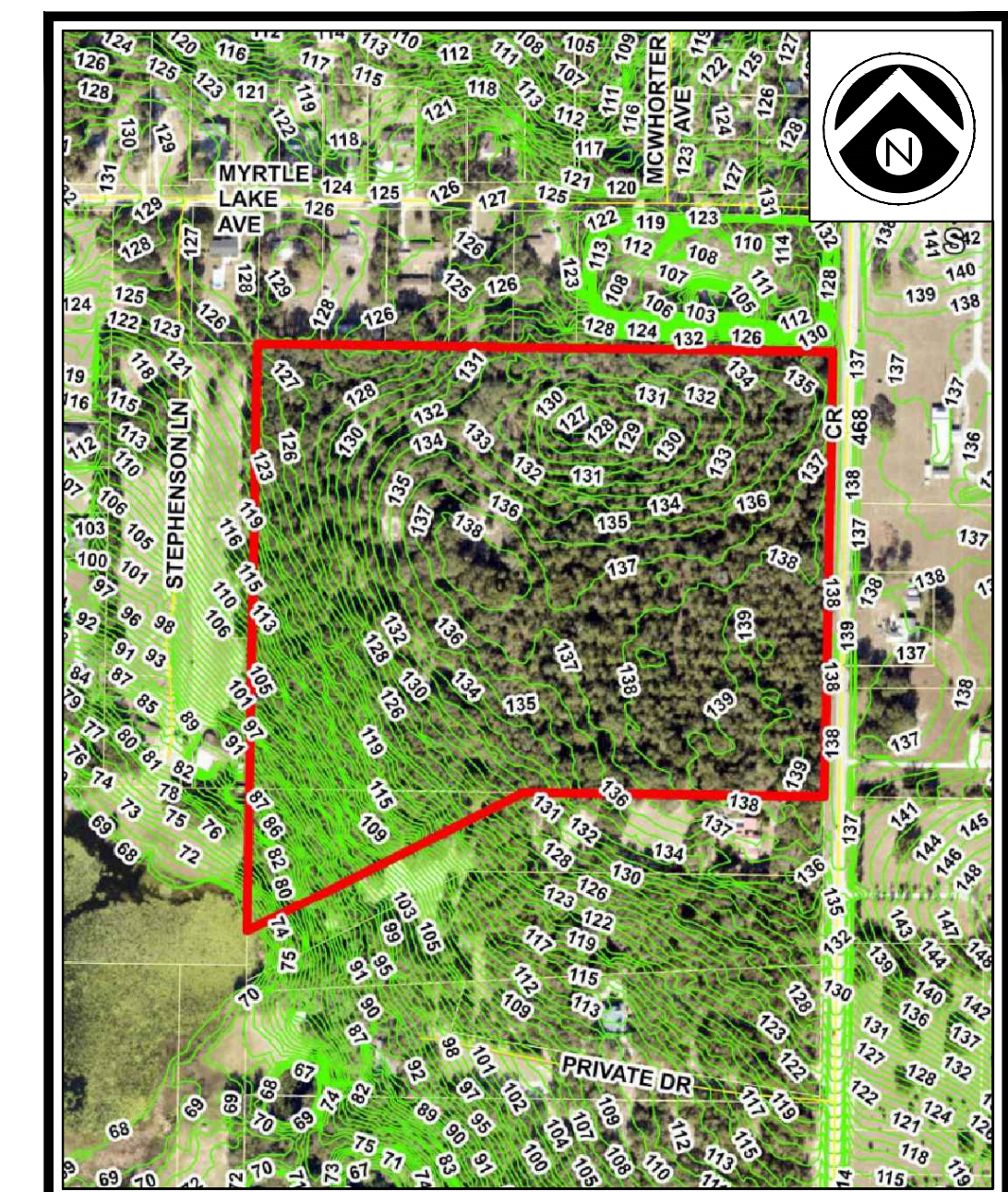
100-YEAR FLOOD MAP

SCALE: 1" = 400'



WETLANDS MAP

SCALE: 1" = 400'



TOPOGRAPHIC MAP

SCALE: 1" = 400'

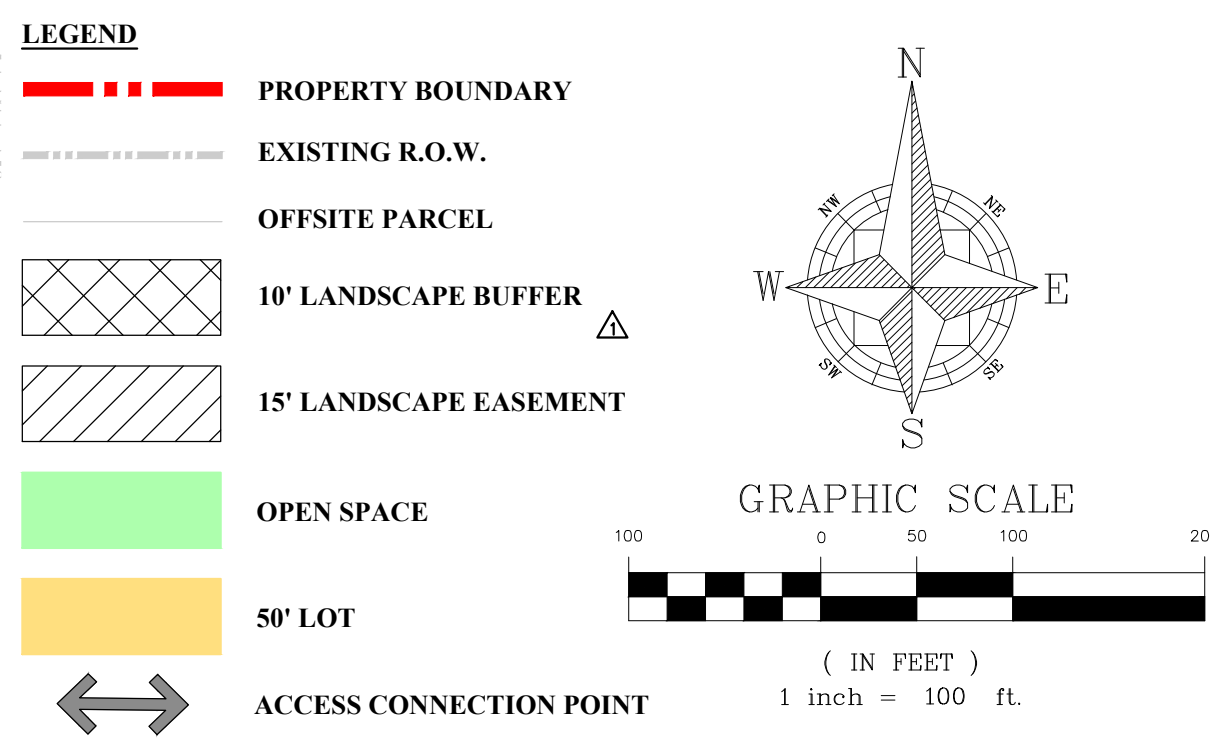
NOT FOR CONSTRUCTION



2221 LEE ROAD, SUITE 27
WINTER PARK, FLORIDA 32789
(407) 960-5868

BOARD OF PROFESSIONAL
ENGINEERING CERTIFICATE
NO. 32174

[illegible]



50' PUBLIC RIGHT-OF-WAY

Diagram illustrating a typical 50' public right-of-way cross-section. The total width is 50 feet. The layout includes:

- Concrete sidewalk on the left (5' wide).
- Miami curb (6' wide).
- Asphalt pavement lane (2' wide).
- Central travel lane (12' wide).
- Central travel lane (12' wide).
- Asphalt pavement lane (2' wide).
- Miami curb (6' wide).
- Concrete sidewalk on the right (5' wide).

Grading details: 2.0% MAX. slope on the sidewalks and 2.0% slope on the asphalt pavement lanes. The central travel lanes are marked with a centerline 'e'.

TYPICAL 50' RIGHT-OF-WAY
N.T.S.

NOT FOR CONSTRUCTION

TYPICAL 50' CORNER LOT SIZE/PROPOSED BUILDING PAD

65' 20' FRONT BUILDING SETBACK/ 25' FRONT GARAGE SETBACK 40' 5' 80' 120' 20' REAR SETBACK 20'

TYPICAL 50' LOT SIZE/PROPOSED BUILDING PAD

50' 20' FRONT BUILDING SETBACK/ 25' FRONT GARAGE SETBACK 40' 5' 80' 120' 20' REAR SETBACK

\\appion-file\Projects\PROJECT DRAWINGS\BIN-004 CR 468 Subdivision\Drawings\CAD Civil3D\Layouts\03 Master Plan\DEVELOPMENT STANDARDS.dwg Modified: 5/14/2025 By: sam lancaster

COUNTY ROAD 468 SUBDIVISION MASTER PLAN DEVELOPMENT STANDARDS

A. Design Standards

1. LOT CRITERIA:

Description	Single-Family Detached 50' Lots (Front-Loaded)*
Front Setback	20' min.
Garage Setback	25' min.
Side Setback	5' min.
Rear Setback	20' min.
Corner Setback	20' min.
Min. Lot Area	6,000 SF
Min. Lot Width**	50'
Min. Lot Depth	120'
Max. Lot Coverage	65%
Max. Building Height	35'2 Stories
Min. Living Area	1,350 SF

* See Master Plan for depiction of conceptual typical site details.

** Lot Width taken at front building setback line

B. Architectural, Buildings, and Accessory Structures for Detached Units

1. Architectural design shall meet the intent of City of Fruitland Park Code unless otherwise stated.

2. Each individual single-family home shall have a minimum of two (2) bedrooms.

3. Mail delivery for all lots within County Road 468 Subdivision shall occur at cluster mailbox units. Approval from the Postmaster of the location shall be submitted prior to approval of the Final Development Plan.

4. AC condenser units and similar equipment shall be placed in the side yard or back yard area. AC condenser units and similar equipment shall be placed with a minimum setback of three (3) feet from the side property line. For corner lots, AC condenser units and similar equipment shall be screened from side streets with landscaping or opaque fencing.

5. Storage sheds or similar storage facilities shall not be allowed.

6. Architectural Design Standards:

- Architectural styles shall be determined prior to Final Development Plan approval, and these shall meet the intent of the City of Fruitland Park except as noted on these Development Standards. Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
- Front facade materials such as brick, stone (cast and natural), split-faced concrete block, glass block, ceramic tile, and fiber cement horizontal lap siding may be utilized to be consistent with the applicable Architectural Style.

1

- Tree Planting Conditions. Minimum of two (2) canopy trees shall be planted per residential lot. The new trees shall be a minimum of one and one-half (1 ½) inches DBH at the time of planting and shall count toward the overall number of required tree replacement inches, if any.
- Tree Protection Plan - The Final Development Plan shall include tree protection techniques to prevent harm to any trees designate to be preserved or encroachment into protected natural areas, including but not limited to tree barricades, silt fencing or other similar techniques accepted by the City Engineer.

F. Maintenance and Plat

- County Road 468 Homeowners' Association shall maintain common areas including all fences/walls and landscaping within said common areas.
- A Preliminary Plat and Final Plat shall be submitted for the subdivision development and shall meet all of the requirements of the City of Fruitland Park Land Development Regulations Code Section 157.060.
- The City of Fruitland Park shall be responsible for the maintenance of local roads, on-street parallel parking spaces, street lighting, stormwater collection systems and utilities (potable water main, reclaimed water main, force main, etc.) within the public rights-of-way of County Road 468.

G. Wetlands and Environmental

- There is one wetland area within the site. It is located at the southwestern portion of the property.
- According to the FEMA Flood Insurance Rate Map for Lake County, FL, Panels No. 12069C0308E and No. 12069C0306E, both dated December 18, 2012, almost all of the site of the proposed development is located within Unshaded Zone 'X' (areas determined to outside the 500-year floodplain), except for the southern portion of the southern parcel, which falls under Zone 'AE'. The Base Flood Elevation (BFE) within Flood Zone 'AE' is 71.8 feet. No development activity is being proposed within the area identified as FEMA Flood Zone 'AE'.
- Therefore there will be no requirement for a FEMA CLOMR-F, LOMR-F or LOMR permit unless the development impacts or proposes improvements within the identified FEMA Flood Zone 'AE' area.
- An erosion control plan will be submitted with the Final Development Plan.
- Tree removal, tree replacement, and landscaping shall comply with the City of Fruitland Park Code Chapter 164.050 & 164.090.
- Individual lot arbor/clearing permit is required prior to clearing or grading of any lot or issuance of a building permit. Placement of the house shall preserve existing trees to the greatest extent practical. Plot plan for each lot shall illustrate tree locations as presented within the Final Development Plan.

H. Development Condition Continuity

The PUD Development Standards shall be printed within the PUD Master Plan, Preliminary Development Plan and the Final Development Plan.

I. Signage

Signage shall comply with the City of Fruitland Park Land Development Regulations Code.

4

- Minimum roof pitch over the main house and garage shall be 5/12.
- Thirty-year asphalt shingle, pre-finished metal, terracotta tile, barrel tile and laminated "architectural" asphalt shingles are allowed.
- Aluminum fascia and soffit shall be standard for all houses. Fascia and soffit color shall complement the color scheme of the house.
- Trim around windows and doors shall be painted a different color from the body of the house. Doors may be painted either the same as the trim or separate accent color.
- Concrete or pavers shall be installed in front yard driveways, lead walks, porches, and porticos.

7. Front Building Entrance Elevation Design Standards:

- Front porches and porticos may be at grade level or elevated.
- Identical model plan type shall not be constructed on neighboring lots who share a side yard property boundary line or are directly across the street without a different elevation type.
- Identical exterior paint schemes shall not be applied on neighboring lots who share a side yard property boundary line or are directly across the street from similar lot type/size.
- Specific elevations style types shall have similar wall finishes, window grid patterns, window banding and trim, roof lines and slopes, etc. Applied to each lot width model plan type front elevations.
- Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from exterior elevations must be approved by City Council.

8. Individual Lot Front, Side, and Rear Yard Fencing Standards:

- The maximum height of a fence within a lot shall be six (6) feet above final grade or six (6) inches less than the community common wall height, whichever is less. No fence shall exceed the height of an abutting common area wall.
- Fencing Requirements:
 - Fencing in front yards and street corner side yards of lots shall adhere to LDC Section 156.030
 - All fencing must be either a chain link fence, wooden privacy fence, picket fence, split rail fencing, vinyl fencing, or such other similar construction as approved by the City Manager or her designee.
 - Fencing Height:
 - For residential uses, no permanent fence or wall shall exceed six (6) feet in height in rear or side yards.
 - For residential uses, no permanent fence or wall shall exceed six (6) feet in height within the front yard areas. For purposes within this Section, the "front yard" shall extend from the front line of the main building on the property to the front property line. Corner Lots shall be presumed to have two (2) front yards unless the City Manager or their designee determines otherwise after considering the characteristics of a particular property.

C. Utilities and Infrastructure

- Potable water service shall be provided by the City of Fruitland Park. The water system shall be designed to City of Fruitland Park standards.
- Reclaimed water service shall be provided by the City of Fruitland Park. The reclaimed water system shall be designed to City of Fruitland Park standards.

2

J. Lighting

- Lighting shall comply with the City of Fruitland Park Section 154.070 (d). Street and parking area or pedestrian path light poles shall be decorative type. Details will be provided with the Final Development Plan.

K. Garbage Pickup

- Garbage of front-loaded single-family units shall be picked up along the front of lots along the public right-of-way, Tract 'A'.

L. Miscellaneous

- Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction. Permits shall be applied for and issued by the appropriate agencies.
- All acreages are subject to change with Final Development Plan and Preliminary/Final Plat review and approval.
- Outdoor storage areas (boats, trailers, recreational vehicles, etc.) are not provided within the development and will be prohibited through the H.O.A. documents.

5

- Stormwater management system shall be designed to comply with the design standards of the City of Fruitland Park and the St. Johns River Water Management District.
- A final drainage report and soils report will be submitted with the Final Development Plan.
- Sanitary service shall be provided by the City of Fruitland Park. The sanitary system shall be designed to City of Fruitland Park standards.
- Utility easements shall be dedicated to the City of Fruitland Park.
- Drainage easements to be dedicated to the Homeowners' Association unless otherwise required by the City of Fruitland Park.
- All stormwater and utility pipes may be moved to save existing trees in the right-of-way. Any change in the location of these pipes will be shown on the Final Development Plan.
- On-site streets are to be constructed per City of Fruitland Park standards.
- Stabilized access roadways and fire hydrants must be in place before building construction may begin.
- Solid waste collection and public safety (police and fire) shall be provided by the City of Fruitland Park.
- The internal Street right-of-way is to be public.
- Five-foot (5') sidewalks are to be constructed within Local Road rights-of-way throughout the entire project in compliance with the City of Fruitland Park Code unless otherwise noted. Sidewalk alignment may be adjusted at Final Development Plan to preserve existing trees.
- Power service within the development shall be underground. No overhead service will be allowed. Vehicular, Pedestrian and Accent lighting shall substantially conform to the City of Fruitland Park Code Section 162.080.

D. Recreation and Open Space

- Required project open space shall be a minimum of 25% of the developed site area in accordance with City of Fruitland Park Code per Section 154.030 (d)(12)(H).
- Tract 'D' shall be an approximately 1.0-acre Amenity Tract. A specific park site plan showing amenities/equipment shall be provided with the Final Development Plan. Park amenities shall include a tot lot/playground and a covered mailbox kiosk at a minimum.

E. Buffers and Landscaping

- A ten-foot (10') buffer for entry wall and landscaping will be provided along County Road 468. This tract shall be dedicated to and maintained by the H.O.A.
- A buffer with a minimum width of ten (10) feet shall be provided along the rest of the property boundary, except where adjacent to a stormwater pond tract, for landscaping purposes. These landscape buffer tracts shall be dedicated to and maintained by the H.O.A. Landscape buffer plantings shall be planted along the boundary within the stormwater pond tracts. A fifteen (15) foot landscape easement shall be provided along the northern, western, and southern boundaries to provide additional space for landscape purposes.
- The design of all buffer tracts, and buffer plantings within stormwater tracts, shall follow the City of Fruitland Park Code Section 165.040. Landscaping and Hardscape Plans shall be provided at Final Development Plan.
- Entrance feature and community sign details will be provided with the Final Development Plan.
- Final landscape plans for the buffer areas along the proposed main entrance at County Road 468 shall be provided with the Final Development Plan.

3

CIVIL ENGINEERING & LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.6868

2221 Lees Road, Suite 27, Winter Park, Florida 32789

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 18174

SCALE

N.T.S.

PROJECT

BIN-004

SHEET

C2.0

DRAWN:

S. LANCASTER

DESIGNED:

O. SANCHEZ

CHECKED:

L. CLASSON

DATE:

5/14/2025

DEVELOPMENT STANDARDS

MASTER PLAN

CR 468 SUBDIVISION

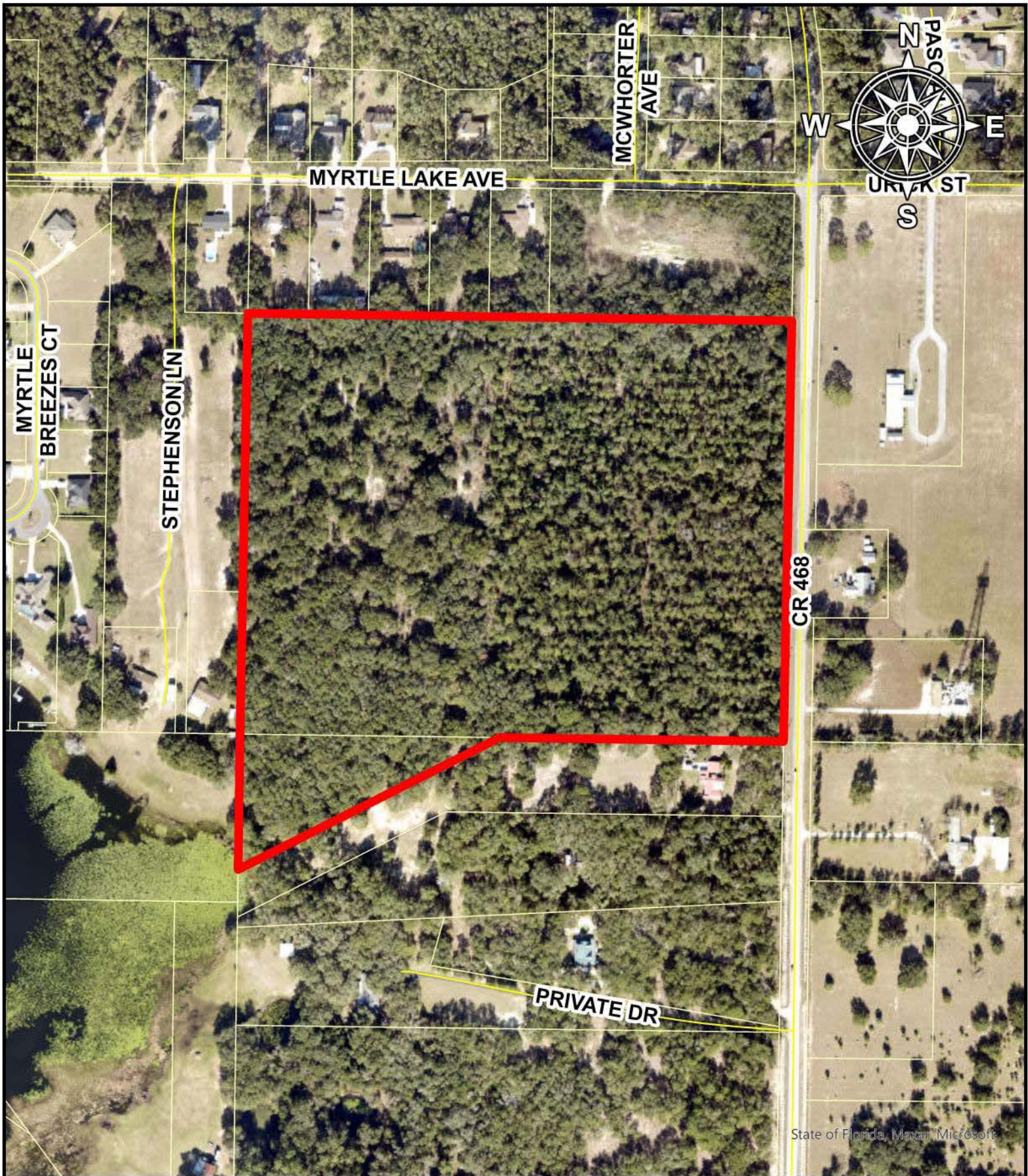
CITY OF FRUITLAND PARK, FLORIDA

5/14/25

REVISIONS

NO.	DATE	DESCRIPTION
1	05/09/2025	CITY OF FRUITLAND PARK COMMENTS DATED 05/09/2025
2	11/21/2024	CITY OF FRUITLAND PARK COMMENTS DATED 11/21/2024

NOT FOR CONSTRUCTION



State of Florida, Maxar, Microsoft



CIVIL ENGINEERING | LAND PLANNING

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2221 LEE ROAD, SUITE 27, WINTER PARK, FLORIDA 32789

Aerial Map

Lake County, Florida

BIN-004

1" = 300 ft

Date: 6/3/2024

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **8b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: May 22, 2025

DATE SUBMITTED: May 14, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is Zachary J. McCormick. The depositions of the Plaintiffs have been scheduled for April 23, 2025 at City Hall; however, on February 19th the City filed a Notice of Cancellation of Deposition of Tammy Goodridge. On February 20th the City served Expert Interrogatories on Plaintiff Wayne Goodridge. On March 27th the attorney for Plaintiffs and the attorney representing the City stipulated in a joint motion requesting the Court grant an extension to the deadlines for each of the parties to disclose their expert witnesses. An order has not yet been entered.

On May 2, 2025, the City filed a Supplemental Response to Plaintiff's Request for Production.

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City. On March 26th the City served interrogatories to Plaintiff to be answered in writing and served a Request to Produce to Plaintiff requiring production of documents. On April 1, 2025 Plaintiff filed Initial Disclosures.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A
ACTION: N/A