



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: January 15, 2019

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Settlement Agreement and Lot Split for 7020 Seminole

Background: The City received a Request for Relief from Bobby and Cindy Lance after the City Council approving the appeal of Greg Gent, which in effect, denied the substandard lot variance on 7020 Seminole Drive. As part of the process for the Request for Relief, both parties had to enter in to mediation. This was done in December with Commissioner Partin and City Manager Francis representing the City.

Both parties agreed on the attached Settlement Agreement, and now it comes before City Council for the Council approval. If the Council does not approve the Settlement Agreement, then both parties go back before the Special Magistrate to discuss the Request for Relief.

We believe that based on other lot splits that have been done, that this is similar to the others. As part of the negotiated discussions and this agreement, the Lances agreed to pay all the legal fees for the City which includes the Mediator's fees and the City Attorney's fees.

Mr. Lance is also required to provide a survey of the lot split for the Council to approve.

Staff Recommendation: Review the Settlement Agreement and determine if it is satisfactory. If so, approve the agreement.

Suggested Motion: There are two motions to be done separately (if the first motion fails, then there is no second motion):

1st Motion: I move that we approve the Mediated Settlement Agreement between the City and the Lances for the property at 7020 Seminole Dr.

If the 1st Motion passes, then: I move we approved the lot split for 7020 Seminole Drive.

Alternatives: Do not approve the agreement and move forward to the next step in the Request for Relief process.

Fiscal Impact: \$16,500 attorney fees and approximately \$300 in Mediator fees

Attachments: Final Settlement Agreement
 Lot Split Survey

SECTION 70.51, FLORIDA STATUTES, SPECIAL MAGISTRATE PROCEEDING

PAUL R. "BOBBY" LANCE and
CYNTHIA G. LANCE,

Petitioners,

v.

CITY OF BELLE ISLE, a
Florida municipal corporation,

Respondent.

_____ /

MEDIATED SETTLEMENT AGREEMENT IN
SECTION 70.51, FLA. STAT. PROCEEDING

This Mediated Settlement Agreement (this "Agreement") is entered into by and between Paul R. "Bobby" Lance and Cynthia G. Lance (the "Lances") and the City of Belle Isle, a Florida municipal corporation (the "City"). Lances and the City are sometimes herein jointly referred to as the Parties.

RECITALS

WHEREAS, Lances are the fee simple owner of that certain residential property located at 7020 Seminole Drive, Belle Isle, Florida, having Orange County Tax Parcel Identification Number 29-23-30-4389-02-150 (the "Subject Property"); and

WHEREAS, the Subject Property is 150.00 feet in width and 320.00 feet in length (or depth) extending to Lake Conway; and

WHEREAS, the Subject Property is zoned R-1AA and such zoning designation requires a minimum lot width of 85.00 feet; and

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US

WHEREAS, Lances submitted an application concerning the Subject Property seeking a lot width variance in order to allow the future splitting of the Subject Property into two 75-foot wide lots, which is lower than the minimum 85-foot lot width requirement of the R-1AA zoning district ("Variance Application"); and

WHEREAS, the P & Z Board initially approved the Variance Application; however, the City of Belle Isle City Council ("City Council"), after conducting a *de novo* appeal hearing on June 5, 2018 to consider the Variance Application, denied the Variance Application; and

WHEREAS, on or about June 29, 2018, the Lances filed a Request for Relief Pursuant to Section 70.51, Florida Statutes to challenge the City Council's denial of the Variance Application; and

WHEREAS, on December 5, 2018, a mediation pursuant to Section 70.51, Florida Statutes was conducted by Special Magistrate, Lewis Stone between the Lances and the City as represented by City Manager, Bob Francis and Commissioner Jim Partin in their capacity to make a recommendation of settlement to the City Council, and such mediation was continued so that Parties could finalize the terms and conditions of this mediated settlement agreement; and

WHEREAS, as part of a Section 70.51, Florida Statutes proceeding, the City through its City Manager, Bob Francis and Commissioner Jim Partin in their capacity to make a recommendation of settlement and the Lances agreed to a mediated settlement agreement which the Parties desire to memorialize such herein.

NOW, THEREFORE, in consideration of the promises, representations, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate and agree as follows:



1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by reference.

2. SETTLEMENT VARIANCE. The Parties agree that the following modified lot width variance application with stipulated conditions (the "Settlement Application") and this Agreement will be presented to the City Council for review and consideration during a public hearing to be scheduled for the regular City Council meeting held on January 15, 2019:

A variance to the minimum lot width requirement of the R-1AA zoning district permitting the creation of two lots from the Subject Property with each lot having width of 75 feet subject to the following conditions of approval running with the land:

- (i) The Lances must submit a complete lot split application meeting all City Code requirements and receive approval for the intended lot split creating two 75-foot wide lots from the Subject Property within sixty (60) days from City Council approval of this Agreement and the Settlement Application. Each of the two lots created from the Subject Property are sometimes herein referred to as a "Lot" or the "Lots." As part of this lot split process, the Lances must submit a signed and sealed metes and bounds description prepared by a licensed surveyor for each of the two intended Lots created from the Subject Property. Lances shall pay the standard lot split application fees and costs. The lot split shall not be effective unless and until the Existing Improvements (as defined below) are demolished and removed from the Subject Property. The parties may proceed with having such lot split considered during the same City Council meeting in which this Agreement is being considered if the City receives the necessary application and documentation from Lance in a timely manner to allow such to occur.
- (ii) The Lances shall apply for and obtain a demolition permit for the demolition and removal of the existing house, front wall, dock and pool upon the Subject Property ("Existing Improvements") within one-hundred and eighty (180) days from Council approval of this Agreement and the Settlement Application. The Lances shall cause the Existing Improvements to be demolished and removed

PRD/C. J. L.

from the Subject Property within three (3) months from the City's issuance of a demolition permit.

- (iii) The Subject Property shall maintain unified ownership and not be sold or conveyed into two separate Lots unless and until the lot split contemplated by subsection (i) is approved and the requirements of subsection (ii) above are met. If the conditions of subsection (i) and (ii) above are not timely met, then the lot width variance shall expire and the lot split creating the Lots shall not be approved, or if the lot split is subsequently approved, such lot split shall be rendered null and void and of no force and effect, thus leaving the Subject Property as one lot/parcel for development purposes.
- (iv) All residential buildings to be constructed upon the two Lots split from the Subject Property shall be setback at least seventy (70) feet from the Ordinary High Water Line of Lake Conway. Any pool or ancillary structures installed or built upon the two Lots shall be setback at least fifty (50) feet from the Ordinary High Water Line of Lake Conway. No ancillary structures will be used for residential purposes.
- (v) Each Lot shall be developed with a single-family home not exceeding 2 stories in height and not more than 4,700 square feet under air conditioning. The homes shall be constructed with varying elevations generally consistent with the two sets of elevations and floor plans represented in composite **Exhibit "A"** attached hereto. All development upon the Lots shall otherwise comply with all City Code requirements.
- (vi) For water quality purposes, a stormwater swale of sufficient size typical of those required along lakefront properties in Central Florida shall be designed and developed in the rear yard of each Lot near the lakefront.
- (vii) A fence with a maximum height of six feet (6') with six foot (6') gates (in height) will be permitted in the front yard to replace the existing wall provided any fencing and gates installed in the front yard on the Lots shall be limited to the wrought iron or aluminum metal fencing which has spacing between vertical rails, thus allowing viewing through the fencing from the public right-of-way to Lake Conway. The fencing shall otherwise meet the requirements of City Code.

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- (viii) Unless the adjacent lakefront property owners agree in writing otherwise, any dock constructed upon each of the Lots shall be constructed as close to the shared property line with the other Lot as the City Code permits. The purpose of this requirement is to keep the dock constructed upon each of the Lots as close together as possible and away from any docks constructed or to be constructed upon adjacent lots. Any dock constructed upon the Lots shall comply with all requirements of the City Code without need for any variance or waiver from any requirement.

The Settlement Application and this Agreement shall be presented to the City Council during a public hearing for which the City staff, Lances and members of the public shall have the right to speak and submit documentation for the City Council's consideration. After conducting the public hearing, the City Council may approve or reject the Settlement Application and this Agreement.

3. CONTINGENT RELEASE. If the City Council approves this Agreement, Lot Split, and the Settlement Application or any version of the Settlement Application for which Lances consents as acceptable, Lances agree that Lances thereby waive and release the City and its officials, officers and employees from any and all petitions for writ of certiorari, Bert J. Harris Act claims, § 70.51, Florida Statutes proceedings, appeals, damages, causes of action, claims and lawsuits arising out or relating to the City Council's denial of the Variance Application and the intended lot split of the Subject Property.

4. EFFECTIVENESS. The City is a public entity required to operate in accordance with Chapter 286, Florida Statutes and in accordance with jurisdiction established to its City Council. The Parties acknowledge and agree that the City Manager, Bob Francis only has the authority to execute this Agreement in their capacity to make a recommendation of settlement in this Section 70.51, Fla. Stat. proceeding and that they cannot bind the City and its respective

boards and City Council. The effectiveness of this Agreement remains subject to and conditioned upon the City Council's approval of Settlement Application. If the City Council rejects or denies the Settlement Application, then this Agreement (except Sections 5 and 6 which are intended to survive) shall be null and void, and the § 70.51, Fla. Stat. proceeding concerning the City Council's denial of the Variance Application shall move forward to final hearing to be conducted by Special Magistrate Lewis Stone within sixty (60) days of the City Council's rejection or denial of the Settlement Application (or such other time and date beyond 60-days agreed to by the Parties or as necessary to accommodate the schedule of Special Magistrate Lewis Stone), unless Lances decides to dismiss or abandon the § 70.51, Florida Statutes proceeding.

5. PUBLIC RECORD. The Parties acknowledge and agree this Agreement and the Settlement Application are public records and are not confidential including pursuant to §§ 44.405 and 70.51, Florida Statutes. This Agreement and the Settlement Application are required be considered by the City Council at an open public hearing and such will be part of a publicly available City Council agenda package or otherwise provided upon request and will be freely discussed in the public realm. Therefore, the Parties may provide a copy of this Agreement and the Settlement Application to members of the public and communicate details of this Agreement and the Settlement Application to members of the public at any time. In event this Agreement is rejected by the City Council, this Section shall survive.

6. SETTLEMENT DISCUSSIONS. This Agreement and the City Council's consideration of this Agreement and the Settlement Application constitutes a good faith attempt to resolve a disputed matter in a § 70.51, Fla. Stat. proceeding. If this Agreement and the Settlement Application are not approved by the City Council, then this Agreement and the City

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Council hearing to consider this Agreement and the Settlement Application and any record containing or referring to this Agreement, the Settlement Application and the related settlement discussions shall not be used by either party as evidence or be admissible in any judicial or administrative proceeding for any purpose. This Agreement is a resolution of a dispute between the parties and shall not be considered an admission of liability or admission against interest by either party. If the City Council rejects this Agreement or denies the Settlement Application, Lances acknowledges and agrees that such decision by the City Council constitutes a rejection of a settlement proposal and is not reviewable or appealable (via petition for writ of certiorari or otherwise) to a court of law through an action brought by Lances. However, the Parties acknowledge that if the Settlement Application is approved by the City Council (i.e. results in the approval of a development order) that pursuant to law other persons with legal standing may challenge the City Council's approval of the Settlement Application in the appropriate court of law. In event this Agreement is rejected by the City Council, this Section shall survive.

7. SPECIAL MAGISTRATE FEES. As part consideration for this Agreement, Lances shall pay one-hundred percent of Special Magistrate Lewis Stone's fees and expenses incurred in the Section 70.51, Florida Statutes proceeding if the City Council approves this Agreement and the Settlement Variance and Lot split

8. CITY'S ATTORNEYS' FEES. As part consideration for this Agreement, Lances shall fully reimburse the City for the City's attorneys' fees and costs incurred in and relating to the Section 70.51, Florida Statutes proceeding filed by the Lances and relating to this Agreement in an amount not to exceed \$16,500.00, by paying such amount incurred by the City within five (5) business days after the City Council's approval of this Agreement and Lot

Split. The Lances shall not dispute or refuse to pay any amount requested by the City that is \$16,500.00 or less.

9. MISCELLANEOUS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. Facsimiles or other electronic images of executed signature pages to this Agreement shall be considered originals so long as they are provided to the other parties by the party's attorney. Nothing in this Agreement shall: (i) constitute a waiver of or be construed as a restriction on or release of the City's police power and zoning authority and regulations, or (2) constitute or be deemed to require the City to issue any development order, development permit or any legislative, quasi-judicial or administrative approval or particular decision.

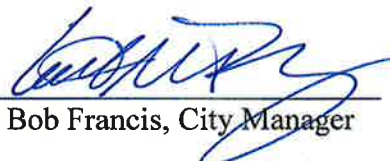
Lances


Paul R. "Bobby" Lance


Cynthia G. Lance

Date: Jan 8, 2019

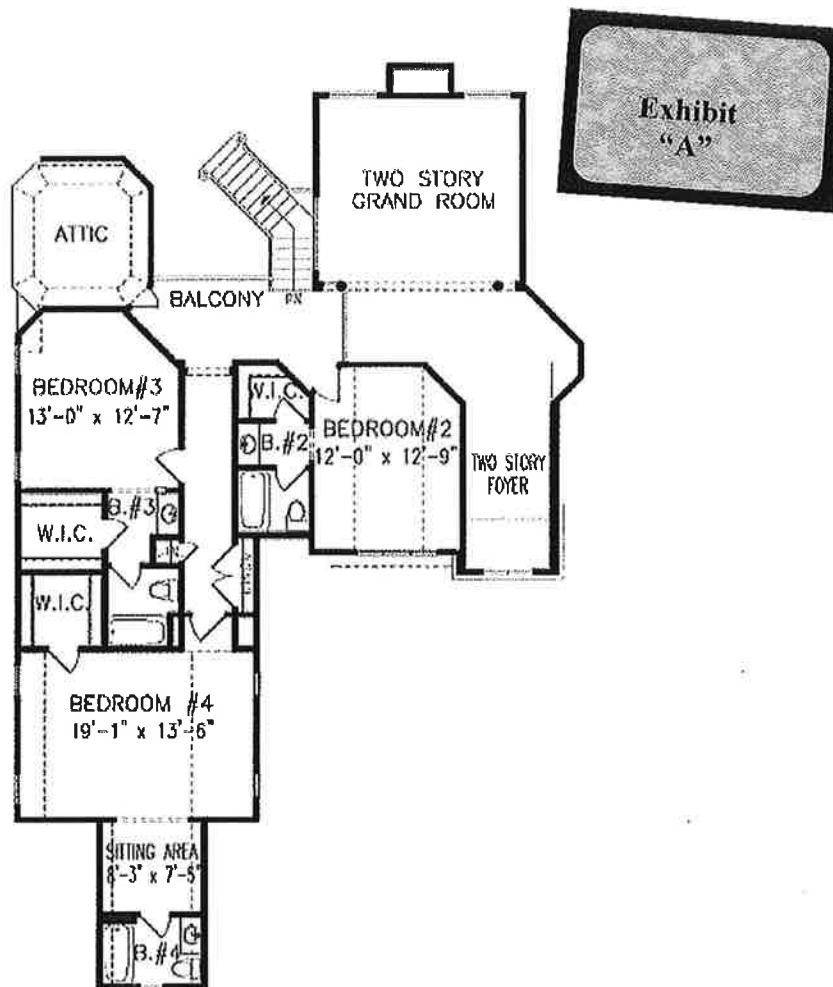
City of Belle Isle

By: 
Bob Francis, City Manager

Date: 1/8/19

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Plan details

Square Footage Breakdown

Total Heated Area:4,332 sq. ft.

1st Floor:3,081 sq. ft.

2nd Floor:1,251 sq. ft.

Covered Patio:212 sq. ft.

Beds/Baths

Bedrooms:4

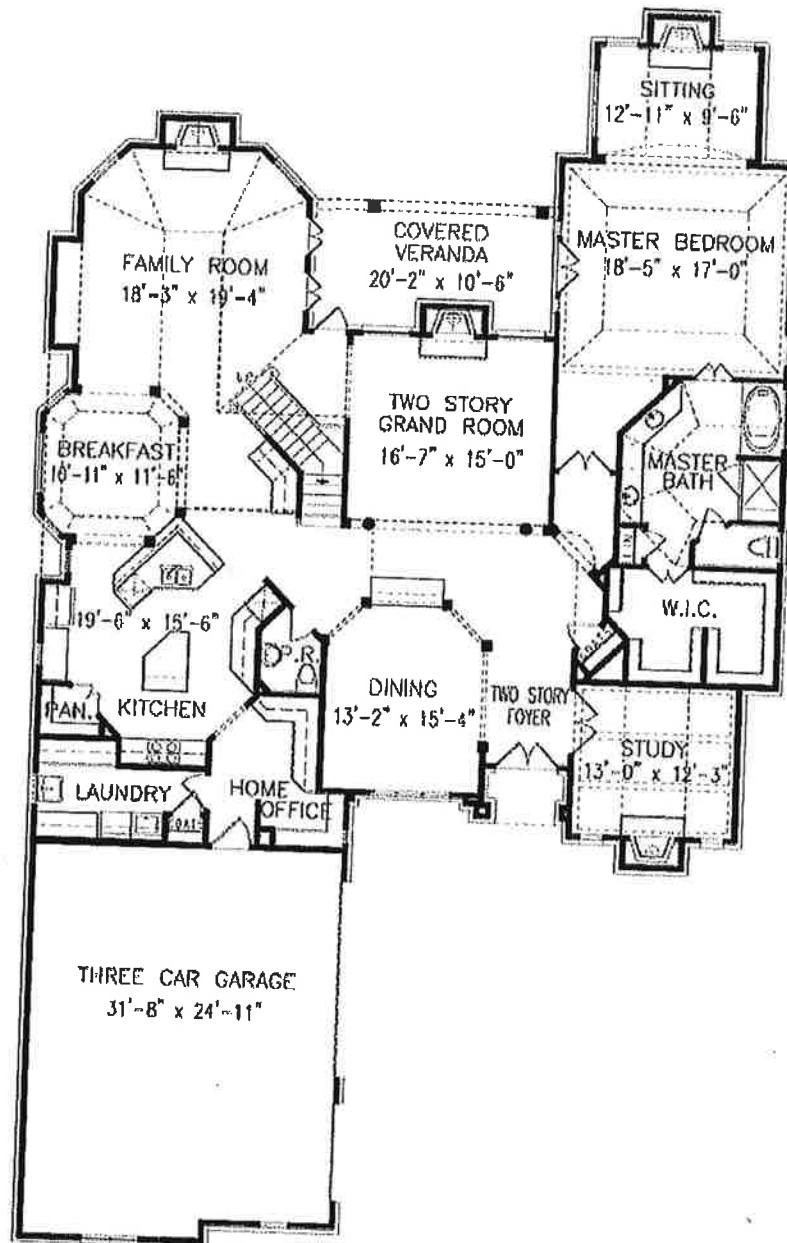
Full Bathrooms:4

Half Bathrooms:1

Dimensions

Width:58'

Depth:101' 6"



2nd Floor

Garage

Type:Attached

Area:800 sq. ft.

Details:3 cars

Location:Courtyard

Foundation Type

Standard Foundations:Basement

Exterior Walls

Standard Type(s):2x4

Architectural Style

European

Traditional

Special Features

1st Floor Master Suite

Butler Walk-In Pantry

CAD Available

Den-Office-Library-Study

MBR Sitting Area





[Click Here to Mirror Reverse Image](#)
COOLhouseplans.com Plan ID: chp-27755
Order Code: C101

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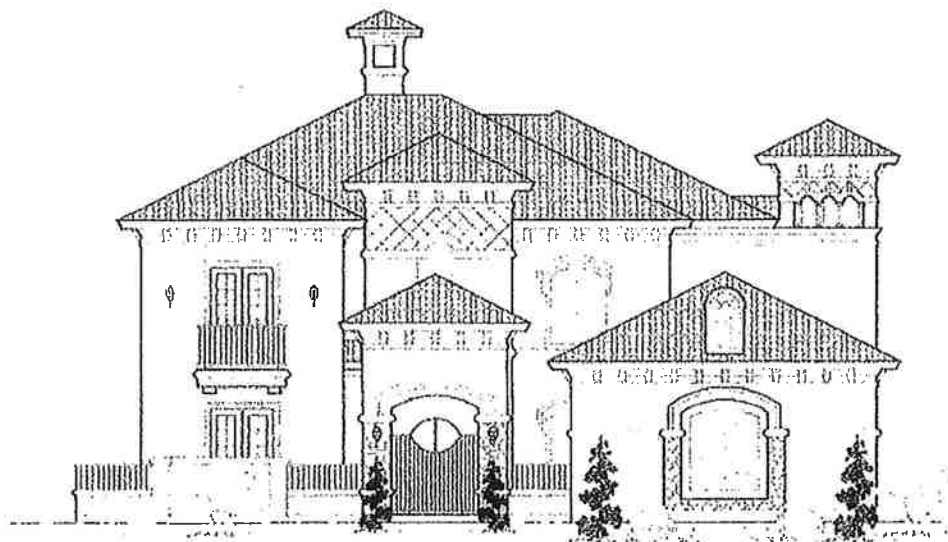
House Plan Specifications

Number of Bedrooms: 4
 Number of Bathrooms: 4.5
 Width of House: 58 feet
 Depth of House: 137 feet
 First Floor: 3032 sq. ft.
 Second Floor: 1589 sq. ft.
Total Living Area: 4621 sq. ft.
Does not include Garage, Covered
 Porch, Deck, Patio, Storage square
 footage, Etc.
 Garage Size: 3 car or more
 1st Floor Ceiling Height: 10'0
 2nd Floor Ceiling Height: 9'0
**Foundation Type(s) available
 for this plan: Slab**
 Style of House: Spanish/Med.
 Exterior Wall Structure: 2x4 studs

Pricing Information

PDF File: \$1,895.00
 A Materials List is **NOT** available for this particular COOL House Plan.
 Readable Reverse: \$150.00
 extra per order
All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days. Not Available for Review Sets.
 Mirror Reverse: \$0.00 per order

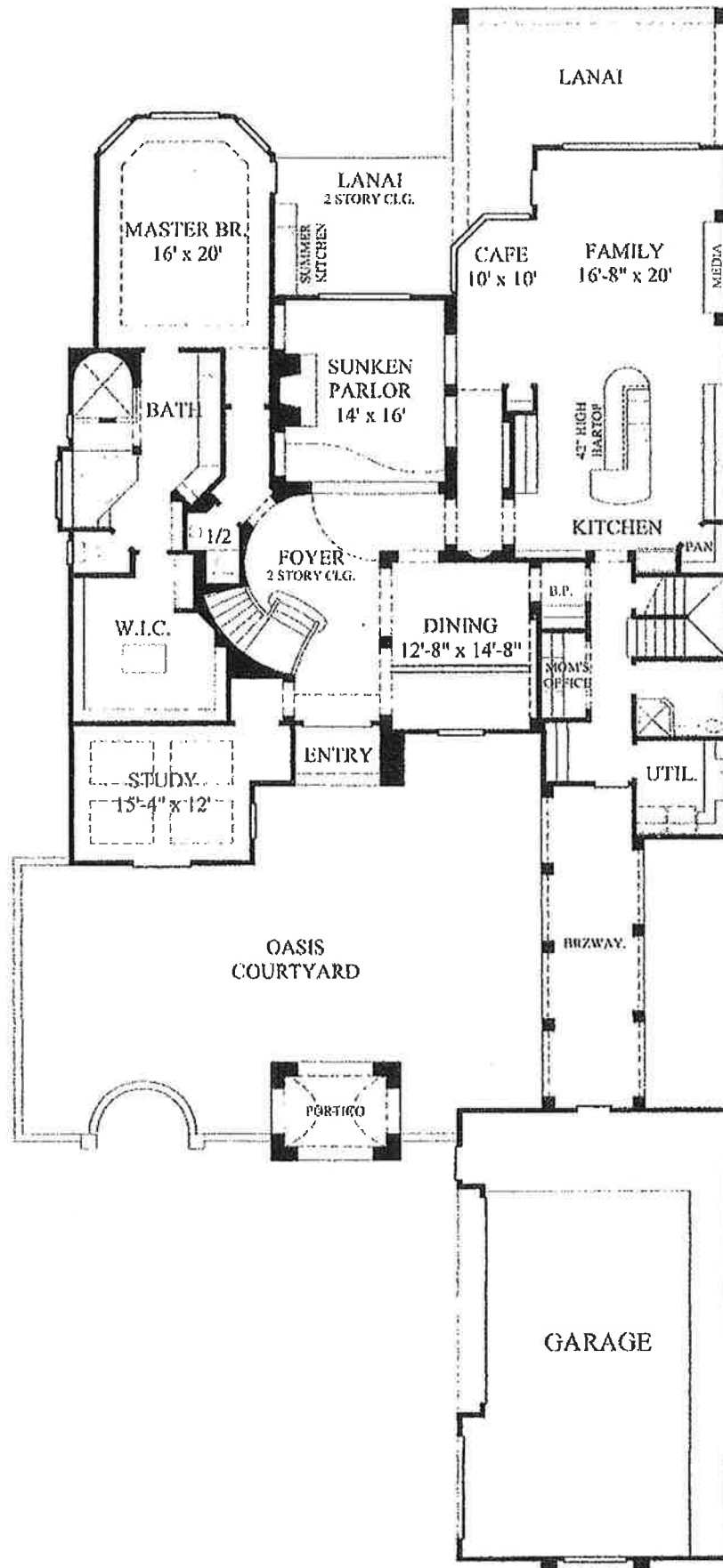
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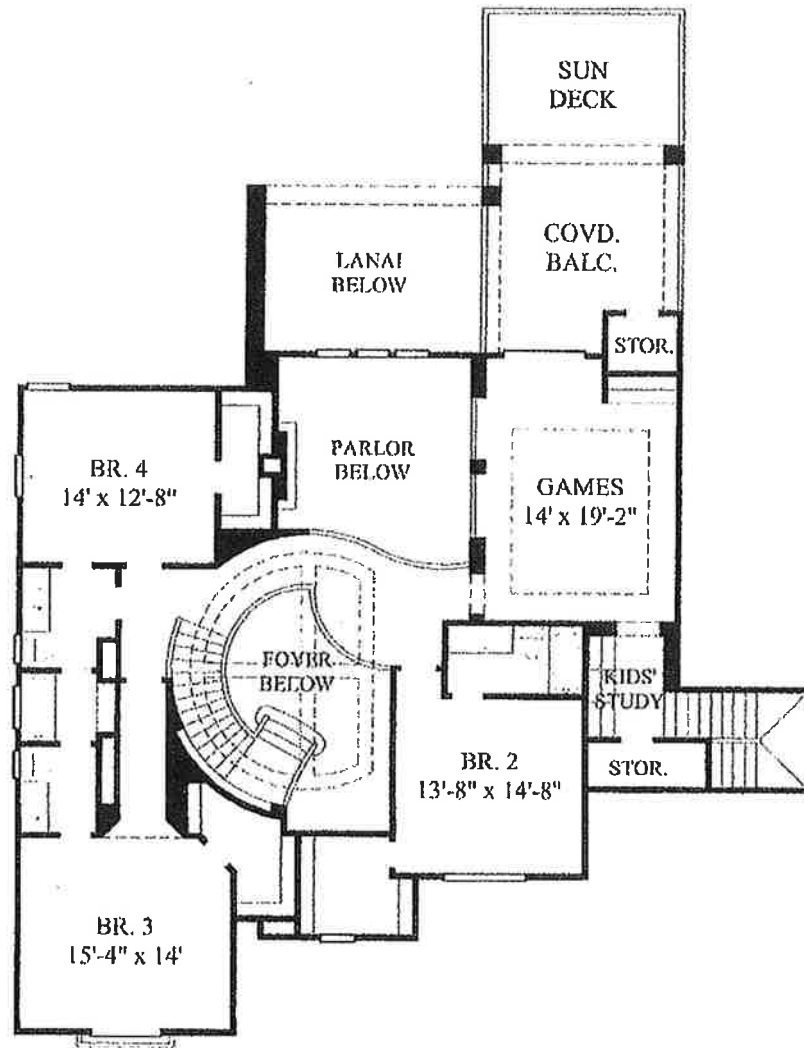


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 Elevation

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Second Floor Plan

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