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January 14, 2022

Rochelle Holdings XIII, LLC
1900 Summit Tower Blvd., Suite 820
Orlando, FL 32810-5951

Re: Kelly Park Crossing DRI

Dear Rochelle Holdings XIII, LLC:

The City of Apopka is starting the process for the abandonment of the Kelly Park Crossing Development of Regional Impact. Below is a summary of the Pre-Development Requirements that have not been completed in accordance with Ordinance No. 2230 for the DRI Development Order (DO) dated December 21, 2011. There were two subsequent amendments: Ordinance No. 2564 adopted on May 17, 2017 and Ordinance No. 2602 adopted on November 1, 2017. All three of these documents are enclosed for your reference.

Also enclosed is a general map with the DRI area outlined and the current property owners listed.

In accordance with the DRI and DO, there were a multitude of requirements that have not been completed in order to keep the DRI relevant. Below is a summary demonstrating the need to abandon the DRI:

The City shall not issue any permits or approvals or provide any extension of services if the Applicant fails to comply with this Development Order.” Kelly Park Crossing Development Order, 2012; page 38, Condition #20.

Summary: On January 5, 2012, Randy Morris, as agent for Project Orlando, LLC, signed the Kelly Park Crossing DRI Development Order, agreeing to all terms and conditions set forth in said DRI agreement. Mr. Morris represented Project Orlando at the ECFRPC hearings on the DRI as well as hearings held before the Apopka City Council and the Planning Commission. Mr. Morris, who made it well known that he was once chairman of the ECFRPC and was involved in over 200 DRI reviews, asked both the ECFRPC and the City to approve the Kelly Park Crossing Development Order. Below is a summary the DRI Development Order conditions that must be met before any development can occur within the DRI Property.

A. Pre-Development Requirements:

DRI Development Order requirements that must be satisfied before any residential or non-residential development can occur:

1. School Capacity Agreement with OCPS. (Condition #15 of the DRI Development Order). Project Orlando (James Palmer) executed a School Capacity Agreement for the Kelly Park Crossing DRI with the Orange County School Board in November 2012. *This school agreement expired on December 21, 2014.* The applicant had three years from the date of approval of the DRI Development Order (December 21, 2011) to obtain approval of a preliminary plat or site plan, which did not occur. A new School CEA must be obtained before any residential development application is submitted to the City. Should the City fail to require the School CEA, it will act in violation of the School Planning Agreement of 2008.
2. Rezoning. (page 7, DRI D.O.). "The applicant shall be entitled to effect a rezoning for specific parcels or increments of the DRI Property prior to physical development within increment being undertaken ("Incremental Rezoning"). The Interlocal Agreement with Orange County requires 60-day notice of a public hearing on the rezoning.
3. Master Plan. (page 7, DRI D.O.) "At the time of submittal of an application for the first Incremental Rezoning, the Applicant shall also submit a conceptual rezoning master plan for the entire DRI Property which shall address conceptually the location of various uses allowed, including common areas and open space, densities and intensities for permitted uses, traffic circulation for internal roadways, all in conformance with Map H and the ADA. . . . The Form Based Code shall be demonstrated within each Incremental Rezoning application." A site for a fire station is also to be identified within the master plan.
4. Form Based Code. (page 8 of the DRI D.O.) "The applicant shall be subject to the Form-Based Code being development by the City. . . ."
5. Open Space Agreement\Designation of "Preserve Areas." (page 11 of the DRI D.O.) "As part of the approval for the conceptual master plan referenced in Condition 3(A), the City and the Applicant shall reach an open space and parks agreement to preserve a minimum of 45 acres to a maximum of 107 acres for a preservation area."
6. Wildlife Management Plan. (page 12 and 13 of the DRI D.O.) "At the time the "Preserve Areas" are established, a Management Plan must be reviewed by State permitting agencies, the City, Orange County and the ECFRPC."
7. Recreation\Parks Agreement. (page 14 of the DRI D.O.) "The applicant and the City shall enter into a binding developer's agreement to address the provision of parks and recreation facility for the Kelly Park Crossing DRI prior to approval of the first Incremental Rezoning."
8. Potable Water and NonPotable Water Agreement. (page 16 and 17 of the DRI D.O.) "The Applicant shall enter into an agreement with the City address the timing and funding of potable water and nonpotable water infrastructure projects that are needed to support the DRI."
9. Wastewater Management. "The applicant shall enter into an agreement with the City addressing responsibility for the design, construction and funding of central sewer lines to service the DRI."
10. Fire, Police, EMS. "The Applicant and the City shall enter into a binding developer's agreement to address the provision of fire, police, and EMS services for Kelly Park Crossing DRI, prior to approval of the first Incremental Rezoning." (Condition 2 of the DRI D.O.)

B. Development Phasing: (page 38, Condition 21 of the DRI D.O.)

The Kelly Park Crossing DRI is to be developed as a four-phase project." . . . Applicant shall commence physical development of five percent (5%) of Phase 1 of the DRI (e.g. one hundred seventy-two (172) [residential units, commercial square footage etc.] or equivalent number of PM peak-hour external trips) within five (5) years after the effective date of this Development Order, otherwise the Development Order shall expire. . . ." December 21, 2011 became the effective date. *The DRI D.O. expires on December 21, 2016 unless 172 residential units are under physical development. However, the requirements referenced in Paragraph A above must be satisfied before physical construction can commence.*

C. Other Information:

1. City received letter from ECFRPC, dated August 15, 2015, stating that Kelly Park Crossing DRI is outstanding on payment of \$10,423.02 "for several years" for DRI application fees.
2. Biennial Report. "In accordance with Chapter 380.061(18), Florida Statutes, the Applicant, its successors or assigns, shall submit a biennial report on or before the two year anniversary date of this Development Order and in every other or second year thereafter "The first biennial report was due in December 2013. No biennial report has been submitted by the Applicant, most likely because the Applicant does not have any progress to report.
3. Project Orlando received payment of for ROW for the Wekiva Parkway. Thus, the Applicant does not have an argument that funds were not available to move forward with the DRI requirements that are described in paragraph A.

The Apopka City staff expect to process the abandonment of the DRI to be completed in the first quarter of 2022 and will send the DRI property owners a schedule for the dates the Ordinance will be going to City Hall.

If you have any questions, please let us know, and thank you for your consideration.

Sincerely,



James K. Hitt
Community Development Director

Cc: Michael Rodriguez, City Attorney