

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

July 24, 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 – Pastor **James Mckenzie**, of New Genesis Ministries

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

2. ROLL CALL

3. 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)

July 10, 2025, Regular Meeting

(b) Resolution 2025-049, Approval of Staff Recommendation to Increase City Manager Compensation in Accordance with the Employment Agreement (city attorney/human resources director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN INCREASE OF \$5,000.00 IN THE CITY OF FRUITLAND PARK CITY MANAGER'S SALARY PURSUANT TO SECTION 2. OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA, AND KAREN MANILA; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2025-051, Approval of an Agreement for Planning Services between the City of Fruitland Park and LPG Urban & Regional Planners, LLC (city manager/city attorney/interim planning and development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LPG URBAN & REGIONAL PLANNERS, LLC; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

4. REGULAR AGENDA

5. PUBLIC HEARING

- (a) Second and Final Reading of Ordinance 2025-017, Amending the City of Fruitland Park's Land Development Code Chapter 151 and 161 re Floodplain Management.**
(city manager/city attorney/community development)

AN ORDINANCE BY THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE CHAPTER 151 – DEFINITIONS AND CHAPTER 161 – BUILDING CODES TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO TRANSMIT TO THE FLORIDA BUILDING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2025-034, Approval of the 7th Amendment to an Interlocal Agreement with Lake County for Joint Development of a Soccer Field, to include a PA System and reconstruction of softball and t-ball fields at Northwest Lake Community Park**
(city manager/city attorney/parks & recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK THAT PROVIDES AN ADDITIONAL \$100,000 IN FUNDING FOR IMPROVEMENTS OF THE PARK; PROVIDING FOR AN EFFECTIVE DATE.

- (c) Resolution 2025-054, Approval of an Agreement with Sky Elements for a Drone Show on September 12, 2025** (city manager/city attorney/parks & recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN SKY ELEMENTS, LLC, AND THE CITY OF FRUITLAND PARK FOR A DRONE SHOW DISPLAY IN THE AMOUNT NOT TO EXCEED \$34,998.00; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (d) Resolution 2025-052, Approval of Right of Way Dedication Agreements with Various Property Owners Relating to Sunset Way** (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING RIGHT-OF-WAY DEDICATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS RELATING TO SUNSET WAY; ACCEPTING WARRANTY DEEDS CONVEYING REAL PROPERTY ALONG SUNSET WAY TO THE CITY OF FRUITLAND PARK FOR RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; DIRECTING THE CITY MANAGER OR DESIGNEE TO RECORD THE WARRANTY DEEDS; PROVIDING FOR AN EFFECTIVE DATE.

- (e) Resolution 2025-053, Adopting a Not to Exceed Millage Rate of 3.9134, Levying of Ad Valorem Taxes for Fiscal Year 2025-2026 and Setting the Date, Time and Place**

of the Budget Hearing for Fiscal Year 2025-2026 (city manager/city attorney/finance director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025-2026 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

6. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

- 7. (a) City Manager**
 - i. Discussion Item: Planning and Zoning Commission to Special Magistrate**
- (b) City Attorney**
 - i. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**
 - ii. Florida Municipal Attorney Association Annual Conference, July 24 – July 26, 2025**

8. UNFINISHED BUSINESS

9. 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.

10. COMMISSIONER COMMENTS

- (a) Vice Mayor DeGrave**
- (b) Commissioner Williams**
- (c) Commissioner Cosenza, III**
- (d) Commissioner Raysin**

11. MAYOR’S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

Friday, July 25th	Back to School Bash at the Library 9:00 a.m. to 11:00 a.m.
Friday, July 30th	Pops with Cops, Pre-K Event 10:30 a.m.
Friday, July 30th	Blood Drive – Library 9:00 a.m. to 1:00 p.m.
Thursday, August 14th	City Commission Meeting
Tuesday, August 6th	Budget Workshop
Wednesday, August 7th	Budget Workshop (tentative)

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: **3a-c**

ITEM TITLE: **Draft Meeting Minutes**
 Resolution 2025-049, City Manager Salary Adjustment
 Resolution 2025-051 Agreement with LPG

MEETING DATE: Thursday, July 10, 2025

DATE SUBMITTED: Wednesday, July 2, 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 June 26, 2025 (city clerk)

FUNDS BUDGETED: None

ATTACHMENTS: July 10, 2025, Regular City Commission Minutes
 Resolution 2025-049 with City Manager's Agreement
 Resolution 2025-051 with LPA Renewal Agreement

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve the Consent Agenda

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
July 10, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731, on Thursday, July 10, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Commissioner Martina Williams

Members Absent: Commissioner Cosenza and Commission Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Human Resources Director John Klein, Finance Director Gary Bachmann, Public Works Director Robb Dicus, Interim Police Chief Henry Rains, Interim Community Development Director Michael Rankin, Administrative Manager Sharon Williams, Permit Tech I Brenda Sigala, Parks and Recreation and City Clerk Gwen Johns

Total Attendance: 28

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

After Mayor Cheshire called the meeting to order, Allen Tillman of New Salem MB Church gave the Invocation and Interim Police Chief Henry Rains led the Pledge of Allegiance to the Flag.

2. ROLL CALL

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

3. CONSENT AGENDA

(a) Approval of Minutes

June 26, 2025, Regular Meeting

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve June 26, 2025, regular meeting minutes as presented. The motion carried unanimously by voice vote.

4. REGULAR AGENDA

(a) Resolution 2025-048, Approval of the 2025 Water Master Plan

Anita Geraci-Carver, City Attorney, read into the record, proposed Resolution 2025-048, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AND ADOPTING THE CITY OF FRUITLAND PARK WATER MASTER PLAN PREPARED BY HALFF ASSOCIATES, INC.; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to adopt Resolution 2025-048 as previously cited.

Mayor Cheshire opened the public hearing. No one indicated a desire to speak, and the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

- (b) Resolution 2025-046, Approval of the Establishment of an Estimated Assessment Rate for Fire Services Assessment for the Fiscal Year Beginning October 1, 2025, relating to the Provision of Fire Services within The Village of Fruitland Park Benefit Area.**

Anita Geraci-Carver, City Attorney, read Resolution 2025-046, by title only.

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES WITHIN THE VILLAGES OF FRUITLAND PARK BENEFIT AREA IN THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Vice Mayor DeGrave asked about financials for the assessment. Ms. Manila responded that a Lake County addendum had been prepared based on the numbers included in the Sumter County Study from last year. She indicated that there would be a Lake County Tax Assessment and acknowledged that The Villages would fall under The Villages Fire Assessment.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to adopt Resolution 2025-046 as previously cited.

Mayor Cheshire opened the public hearing. No one indicated a desire to speak, and the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

5. PUBLIC HEARING

(a) First Reading of Ordinance 2025-017, Amending the City of Fruitland Park's Land Development Code Chapter 151 and 161 regarding Floodplain Management.

Anita Geraci-Carver, City Attorney, Ordinance 2025-017, by title only.

AN ORDINANCE BY THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE CHAPTER 151 – DEFINITIONS AND CHAPTER 161 – BUILDING CODES TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTION TO TRANSMIT TO THE FLORIDA BUILDING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Geraci-Carver explained that there was a new Florida Building Code adopted in 2023, which provides some regulations relating to what FEMA wants for floodplain management. This ordinance would bring the City's code into compliance with the current Florida Building Code, and with the FEMA requirements are to address floodplain. Upon adoption, the ordinance will be sent to the Florida Building Commission since some modifications are being made to the existing Florida Building Code.

Vice Mayor DeGrave asked if this ordinance would change the placement of properties in or out of a floodplain and Ms. Geraci-Carver confirmed and added the City would not have that jurisdiction or authority.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Ordinance 2025-017, on first reading, as previously cited.

Mayor Cheshire opened the public hearing. No one indicated a desire to speak, and the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

(b) First Reading of Ordinance 2025-018, Petition to Amend the Boundaries of The Enclave at Lake Geneva Community Development District (CDD), adding approximately 9.70± Acres to the Overall Development, for Property Generally Located South of Lake Ella Road, East of Taylor Mill Road, and West of U.S. Hwy 27/441; Petitioner: Kutak Rock LLP (authorized agents Tucker Mackie & Ryan Dugan) on behalf of the "District."

Anita Geraci-Carver, City Attorney, Ordinance 2025-018, by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING ORDINANCE 2024-01; ADDING APPROXIMATELY 9.70 ACRES TO THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE LEGAL DESCRIPTION OF THE REVISED EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Ordinance 2025-018, on first reading, as previously cited.

Mayor Cheshire opened the public hearing.

Nancy Thacker, 1803 Spring Lake Road, asked some questions about proposed developments. Mike Rankin, Interim Community Development Director, offered to meet with Ms. Thacker and explain the incoming developments in detail. He explained that this issue is not about development, but the subject ordinance would broaden the development district.

Kim Holland, 322 E Rose Lane, Lady Lake FL, wondered if Lake Ella Road would be straightened out. She also mentioned traffic. Mr. Rankin said it is the desire of the City that as the properties are developed in the Lake Ella Road area, the City would coordinate with the developer and Lake County to address safety concerns associated with the roadways.

The public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

- (c) **First Reading of Ordinance 2025-008, Amending the Boundaries of the City of Fruitland Park, Pine Ridge Dairy Subdivision for 52.66± Acres Generally Located South of Pine Ridge Dairy Road and West of Brookstone Lane, Petitioner: Peterson & Myers, PA (Shelton Rice) on behalf of the owner, Pine Ridge Park, LP. (city manager/city attorney/community development)**

Anita Geraci-Carver, City Attorney, read Ordinance 2025-008, by title only.

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 52.66± ACRES OF LAND GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD AND WEST OF U.S. HIGHWAY 27/441; 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.

Michael Rankin, Interim Community Development Director, introduced the proposed Pine Ridge Park subdivision.

Shelton Rice, Attorney with Peterson & Myers, 225 E Lemon Street, Lakeland FL, introduced himself and stated he was joined by Ben Beckham, Engineer of Record with Madden, Moorehead & Stokes, LLC. Mr. Rice presented an overview of the project while providing details of the process that had been followed to date. He stated that currently, the proposed project is approximately 3.7 units per acre in density, which would allow the applicant to ask for a lower density. He also stated that a Master Development Agreement (MDA) would be entered into with the City and would identify, describe and dictate the type of development that may occur. He discussed modifications that had been made to the development site plan since the Planning and Zoning Board meeting. He noted that a major change had been made with regard to the routing of traffic, minimizing the use of Pine Ridge Dairy Road.

Clerk's Note: An updated landscape plan is needed prior to second reading of ordinance.

Vice Mayor DeGrave supported the Annexation. However, he raised concerns about transportation and traffic flow. He thought it would be impractical to route traffic into a big circle to get around having Pine Ridge Dairy Road closed off with a gate. Mr. DeGrave asked if Mr. Rice or his client had communicated with the church about potential connection to the roundabout. Mr. Rice indicated that he had not spoken to anyone from the church and was unsure if his client had contacted anyone. He noted that his client had discussed traffic with some of the other developers who are pursuing similar sites in the area, simultaneously, in an attempt to find a resolution.

Vice Mayor DeGrave stated that there needed to be a discussion with Lake County regarding Pine Ridge Dairy Road. He also thought Lake County would need to improve the roads with a long-term plan for the City to take over maintenance.

Mr. Rice stated that uncertainty was the reason his client chose to strengthen the language in the MDA regarding traffic studies. He said this would give the City of Fruitland Park and other agencies adequate opportunity to review traffic being routed onto state roads. Then, if there are improvements required at the site access, that would typically be an expense borne by the developer.

Vice Mayor DeGrave asked Mr. Rice, in a scenario where the traffic study ultimately indicates that a lot more work had to be done, which could render the project financially unfeasible, if the developer was still comfortable annexing the property into the City of Fruitland Park. Mr. Rice said from that standpoint, recognizing that there would not be an answer to the traffic study until after the approval of the entitlements, certainly. He said this type of risk would be normal to a developer. Mr.

Rankin also noted that there had been some conversations with Lake County about the location of the development and Pine Ridge Dairy Road.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Ordinance 2025-008, on first reading, as previously cited.

Mayor Cheshire opened the public hearing.

Mitchell Langley, 101 South Valley Road, inquired about whether the Master Plan studies included the capacity anticipated in association with incoming development. Ms. Manila said all new developments that are in process had been factored into the Master Plan.

Mayor Cheshire asked if the sewer for this would run from 466A. Robb Dicus, Public Works Director, stated that it would ultimately have to be engineered, but it would have to go down Cutoff Road or through the development.

The public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

6. QUASI-JUDICIAL PUBLIC HEARING

- (a) First Reading of Ordinance 2025-009, Approval of a Large-Scale Comprehensive Plan Amendment for Pine Ridge Dairy Subdivision for 52.66± Acres Generally Located South of Pine Ridge Dairy Road and West of Brookstone Lane, Petitioner: Peterson & Myers, PA (Shelton Rice) on behalf of the owner, Pine Ridge Park L.P.**

Anita Geraci-Carver, City Attorney, Ordinance 2025-009, by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN LOW AND URBAN MEDIUM DENSITY TO CITY OF FRUITLAND PARK MULTI-FAMILY LOW DENSITY OF 52.66± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Ordinance 2025-009 on first reading, as previously cited.

Ms. Geraci-Carver noted that the application submitted by the applicant was for a designation of multi-family low density. Since the density had been reduced to 4 units per acre, the applicant stated they were willing to change the future land use designation to one of less density, which would be single family medium density. Mr. Rice confirmed.

ACTION: The motion was amended by Vice Mayor DeGrave to include the reduction in density to 4 units per acre with the future land use designation being Single Family Medium Density. Commissioner Williams seconded the amended motion.

Mayor Cheshire opened the public hearing. No one indicated a desire to speak, and the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

- (b) First Reading of Ordinance 2025-010, Rezoning to PUD, Pine Ridge Dairy Subdivision for 52.66± Acres Generally Located South of Pine Ridge Dairy Road and West of Brookstone Lane, Petitioner: Peterson & Myers, PA (Shelton Rice) on behalf of the owner, Pine Ridge Park, LP. (city manager/city attorney/community development)**

Anita Geraci-Carver, City Attorney, read Ordinance 2025-010, by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 52.66± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) TO PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD, WEST OF BROOKSTONE LANE AND WEST OF CR 468; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; 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.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Ordinance 2025-010 on first reading, as previously cited.

Mayor Cheshire opened the public hearing.

Ms. Geraci-Carver noted that the revision concerning limited access to Pine Ridge Dairy Road was included in Section Ten of the MDA, and she read the revision. Vice Mayor DeGrave asked if the MDA obligated a western connection through the church property. Ms. Geraci-Carver said it mandated access to the north, which is church property.

Mayor Cheshire wondered if after the traffic study is complete, the developer could request a change to allow for reopening the development to Pine Ridge Dairy Road. Ms. Geraci-Carver responded that if left as written, the applicant would be required to bring a request back to the City Commission for an amendment to the MDA and the concept plan to allow Pine Ridge Dairy to be a primary access. Commissioner Williams shared the same concerns expressed with regard to traffic.

ACTION: The motion was amended by Vice Mayor DeGrave to require that traffic from the Pine Ridge Dairy Subdivision be routed to the north, but to eliminate the gate at Pine Ridge Dairy from the MDA, with direction to the City Attorney to draft final language in the MDA before second reading of the Ordinance. Commissioner Williams seconded the motion.

Mitchell Langley spoke about traffic concerns. He agreed with Vice Mayor DeGrave's sentiments.

The public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

- (c) Resolution 2025-039, Approval of Major Site Plan for Construction of an Approximately 13,451 Square Feet, 12-Bed Facility with Helipad for Property Generally Located North of CR 466A and West of Oliver Lane, Petitioner: Kimley-Horn (Jennifer Stickler, applicant) on behalf of owner, Advent Health System/Sunbelt Inc. (city manager/city attorney/community development)**

Anita Geraci-Carver, City Attorney, read Resolution 2025-039, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF AN APPROXIMATELY 13,451 SQUARE FEET, 12 BED OFF-SITE EMERGENCY DEPARTMENT INCLUSIVE OF ASSOCIATED PARKING, STORMWATER AND HELIPAD; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve Resolution 2025-039.

Mayor Cheshire opened the public hearing.

Theodore Martel, Kimley-Horn, was present on behalf of the applicant.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

7. (a) City Manager

- i. Ms. Manila asked Mr. Rankin to provide a development update.

Mr. Rankin provided an update, stating that AdventHealth would be requesting variances for signage. He reported that he had met with Benchmark, owners of ten acres along Micro Racetrack Road and Miller Road, and they are working rather quickly to bring a commercial mixed-use development to the area.

Mr. Rankin stated that the City is participating in the Lake County 2050 Comprehensive Plan update. He noted that the City of Fruitland Park Comprehensive Plan maps are complete, and he stated that a draft presentation would be prepared for presentation to the Commission for consideration and update.

Mr. Rankin noted several infill opportunities along 44 and Miller Road. He commended the Planning, Building and Zoning Department staff and stated that he could not accomplish what he does without them.

Mayor Cheshire asked Mr. Rankin to summarize the meeting that they attended at Lake County regarding the JPA (Joint Planning Agreement) discussing opportunities for the county and cities to work in collaboration for smart growth. There was also discussion about buffering properties around the (ISBA) Interlocal Service Boundary Agreement that all cities have with Lake County. The conclusion was that another meeting would be scheduled, and Mike Fitzgerald will be meeting with countywide planners to share information much like the school concurrency meetings.

(b) City Attorney

Ms. Geraci-Carver reported on new legislation, highlighting required changes to the approval process for final plats. She stated she would prepare a Resolution to be presented at the next meeting setting forth details for administrative approval of future final plats.

Ms. Geraci-Carver also noted that Lake County is completely redoing their comprehensive plan. They have scheduled meetings throughout the county, and she shared her thoughts that the county has a desire to transfer county roads to cities where development is occurring around the county roadways.

Vice Mayor DeGrave asked if there had been discussion about changing the City's LDRs to make minimum lot width forty feet. Ms. Geraci-Carver said there were discussions about minimum lot widths and Ms. Manila has prepared a list of changes that need to be taken to the Planning and Zoning Board and City Commission for approval.

Vice Mayor DeGrave asked if any discussion had taken place about moving toward a magistrate process for Planning and Zoning. Ms. Geraci-Carver said yes and added that if there was a consensus of the commission, that discussion could be placed on a future agenda for direction to staff. She stated that the charter amendment did pass, the Planning and Zoning Board is created by Ordinance and therefore, may be changed at the desire of the City Commission.

Ms. Geraci-Carver said that she would be attending the Florida Municipal Attorneys Association Conference in July, and Mr. Sandy Minkoff will be attending the July 24th City Commission meeting in her place.

8. UNFINISHED BUSINESS

There were no unfinished business items.

9. PUBLIC COMMENTS

There were no public comments.

10. COMMISSIONERS' COMMENTS

Vice Mayor DeGrave – no comments.

Commissioner Williams – no comments.

11. MAYOR'S COMMENTS

Mayor Cheshire announced dates to remember.

12. ADJOURNMENT

The meeting adjourned at 6:57 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2025-049 Approving Staff Recommendation to increase City Manager compensation per the existing Employment Agreement

MEETING DATE: Thursday, July 24, 2025

DATE SUBMITTED: July 7, 2025

SUBMITTED BY: City Manager/Human Resources Director

BRIEF NARRATIVE: On January 10, 2025, Karen Manila, was hired as the City Manager for the City of Fruitland Park. She was provided with an employment agreement which outlined compensation and benefits in exchange for her service in this position.

In Section 2, Subsection B, the agreement states that the City Commission may approve a \$5,000 increase to Karen Manila after 6 months of successful service, effective August 1, 2025. Staff has received positive feedback regarding the new City Manager's performance and therefore asks the Commission to approve this pay increase.

The agreement also outlines that the City Manager will receive the next cost of living increase beginning October 1, 2026. Therefore, the above \$5,000 increase will bridge the gap between now and the October 1, 2026 increase since the October 2025 increase will not occur. The contract does provide for the Commission to increase compensation and benefits as they deem appropriate.

The employment agreement with Karen Manila and the City Commission is attached.

FUNDS BUDGETED: Compensation increase is budgeted in 2024/2025 fiscal year.

ATTACHMENTS: Proposed Resolution 2025-049; City Manager Employment Agreement.

RECOMMENDATIONS: Staff recommends approval of increasing the City Manager's salary by \$5,000 to \$160,000 per year, effective August 1, 2025.

ACTION: Adopt Resolution 2025-049.

RESOLUTION 2025-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN INCREASE OF \$5,000.00 IN THE CITY OF FRUITLAND PARK CITY MANAGER'S SALARY PURSUANT TO SECTION 2. OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND KAREN MANILA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2025 the City Commission of the City of Fruitland Park appointed Karen Manila to serve as city manager; and

WHEREAS, the City of Fruitland Park and Ms. Manila entered into the City of Fruitland Park City Manager's Employment Agreement, which in part provides that "After six months of successful service, the City Commission may approve a \$5,000 increase in annual salary to \$160,000.00 payable in installments at the same time as other City employees are paid."; and

WHEREAS, the City Commission finds that Ms. Manila has successfully served as city manager for the City of Fruitland Park since entering into the Employment Agreement, and desires to approve a \$5,000 increase in annual salary; 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. Karen Manila has successfully served as city manager for the City of Fruitland Park since entering into the Employment Agreement in January 2025, and approves a \$5,000 increase in annual salary effective August 1, 2025.

Section 2. The City Commission authorizes the mayor to execute the Agreement.

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 24th day of July, 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, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK CITY MANAGER'S EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Fruitland Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "City"), and Karen R. Manila (hereinafter referred to as "Manila").

WITNESSETH:

WHEREAS, the City desires to employ Manila as City Manager of the City of Fruitland Park, Florida, as provided for in Sections 4.04 through 4.07 of the City Charter of the City of Fruitland Park; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for Manila and to establish conditions of employment applicable to her; and

WHEREAS, Manila desires to accept employment as City Manager of the City of Fruitland Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. Pursuant to, and as required by Sec. 4.05 of the Charter, the City of Fruitland Park hereby hires and appoints Manila to serve as its City Manager for an indefinite term and as an at-will employee at the pleasure of the City Commission, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City's employment of Manila as City Manager shall be effective January 13, 2025. This Agreement shall remain in effect until terminated by the City or by Manila as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay Manila an annual base salary of \$155,000.00, payable in installments at the same time as other City employees are paid.

B. After six months of successful service, the City Commission may approve a \$5,000 increase in annual salary to \$160,000.00, payable in installments at the same time as other City employees are paid.

C. Beginning October 1, 2026, should the general staff receive a cost of living increase during the year, Manila will receive the same increase at the same time as the other staff

going forward.

D. The City may also choose to increase the base salary and/or other benefits for Manila in such amounts and to such an extent as the City Commission may determine desirable. Performance evaluations may be performed by the City Commission in such form as the Commission deems appropriate.

E. During the first year of this Agreement only, Manila shall have an additional evaluation that will take place between June 1st and August 1st, 2025 which coincides with item B in Section 2.

F. Nothing in this Section shall require the City to increase the base salary or other benefits of Manila. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. Manila shall have the duties, responsibilities, and powers of said office under the Charter and Ordinances of the City of Fruitland Park. Manila agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. Manila shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform her duties under this Agreement. Manila may, however, engage in educational and professional activities and other outside employment activities upon receipt of approval by the City Commission, provided that such activities shall not interfere with her primary obligation to the City as its City Manager. Manila shall dedicate no less than an average of forty hours per week in the performance of her duties hereunder.

C. If Manila serves on any appointed boards or elected boards of any professional organization, or serves on any committees related to her professional activities, and receives any monies or gifts related to such service, such money, gifts, or property shall be paid over to or delivered to the City, unless otherwise provided by the City Commission.

Section 4. Automobile Allowance and Communications Equipment/Technology

Manila is required to be on call for twenty-four hour service. In recognition thereof:

A. Manila will use her own vehicle for City business and must have her own transportation as necessary in the performance of her duties. The City shall grant Manila an automobile allowance of \$600.00 per month. This payment will be taxed as required by IRS statute, rule or regulations. Manila is responsible for the purchase, lease maintenance, insurance, taxes, etc. for the vehicle. Manila must maintain all liability insurance as required by the State of Florida including Personal Injury Protection, and \$500,000 in property damage liability and bodily injury liability coverage of \$500,000 per person and \$1,000,000 per occurrence.

B. The City shall, at City's expense, provide Manila with a cell phone and maintain cellular service to be used for City business.

C. The City will provide Manila with a laptop computer, a multi-screen desktop, and software for the purpose of performing her duties for the City and for conducting City business. The equipment at all times remains the property of the City and must be returned, with all data, to the City upon Manila's employment separation. All work for the City must be done on the City's equipment and not on personal devices, and records must be properly preserved under Florida's public records law.

Section 5. Dues and Subscriptions

The City agrees to pay Manila's professional dues for membership in the International City/County Management Association, and the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of Manila as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Commission.

Section 6, Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for Manila's travel to and attendance at the Florida League of Cities' annual conference and the International City/County Management Association annual conference. The City may choose to pay for Manila's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Commission action.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations and encourages Manila to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

Upon the effective date of this Agreement Manila will be credited with three weeks' vacation leave for calendar year 2025 and four weeks for each year thereafter. Accrual and pay-out of accumulated leave shall be governed by the same policies as those that govern other City employees.

Section 9. Holidays, Safety Day, Personal Day

Manila is entitled to the same paid holidays as the general City staff. Manila will be eligible to participate and receive Safety and Personal days beginning in calendar year 2025 according to the policy that other employees receive.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to pay Manila on a monthly basis, the monthly premiums to provide her with life insurance in the value of \$75,000 (total amount). Payments and coverage will be effective upon the regular employee schedule for benefits.

Section 11. Retirement.

The City participates in the Florida Retirement System (FRS) for retirement savings. As such, the City Manager position is a mandatory participant. The mandatory employee contribution is 3% and the City pays the employer contribution and administrative fees based on the state's annual contribution rate schedule.

Section 12. Termination by the City and Severance Pay

A. Manila shall serve at the pleasure of the City Commission, and the City Commission may terminate this Agreement and Manila's employment with the City at any time, for any reason or for no reason. Should the Commission decide to terminate the services of Manila, they shall follow the procedures laid out in Section 4.05 of the City Charter. Manila shall continue to be paid her salary and benefits through the termination date. Vacation and sick benefits will be paid out on termination in accordance with the City's policies and procedures governing payment of vacation and sick balances at termination. No other monies, compensation, or benefits will be due or owing to Manila, except for the severance as provided for in Section B, so long as Manila was not terminated for a disqualifying reason as defined below.

B. The City may solely at its discretion, terminate this Agreement without reason. Clear instruction from the Commission that she may resign in lieu of termination shall be considered as termination without reason. Within forty-five calendar days following the final vote to terminate Manila's employment without reason (or her resignation in lieu thereof), the Commission shall cause her to be paid in bi-weekly installments (a lump sum final may be made in lieu of installments upon mutual agreement) of severance pay equal to sixteen weeks of her base salary as full and complete payment and satisfaction of any claims regardless of the nature arising out of this Agreement or otherwise. As consideration for such payment, Manila shall, prior to receipt thereof, execute and deliver to the City, and not revoke, a general release of the City and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney or designee. Severance benefits shall not exceed the maximum allowed by Florida Statutes s.215.425(4)(a)1., or any amendments thereto.

C. In the event Manila is terminated for a disqualifying reason, the City shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For purposes of this Agreement, "disqualifying reason" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of Manila's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.

6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.
9. Engaging in misconduct as defined in section 443.036, Florida Statutes.

D. In the event the Commission, at any time during the employment term, reduces the salary or other benefits of Manila, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting Manila, she shall notify the Commission in writing of the alleged violation. The Commission shall have forty-five days from such notice within which to cure the violation, otherwise, Manila may at her option, consider such violation as termination "without reason" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 13. Termination by Manila

Manila may terminate this Agreement at any time by delivering to the City Commission a written notice of termination not later than sixty days prior to the effective date of the termination. If Manila terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If Manila voluntarily resigns pursuant to this Section, the City shall pay her all accrued compensation due her up to her final day of employment, including any accrued personal time off. The City shall have no further financial obligation to her pursuant to this Agreement.

Section 14. Disability

If Manila becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 15. Relocation Expenses

A. The City agrees to pay up to \$7,500 to Manila to assist her with the costs associated with relocation of herself and her family. This money is to cover the cost of house hunting trips, temporary lodging, breaking housing leases, transportation of herself and her family, moving family vehicles, moving furniture and other related moving expenses. No additional monies will be paid regarding this relocation.

B. Should Manila resign within two years of her employment with the City to retire or accept a position elsewhere, she will return to the City any expenses it has paid to assist with her relocation. Reimbursement to the City of relocation expenses is not required if she should die or resign within such time due to disability.

Section 16. Indemnification.

A. City shall defend, save harmless, and indemnify Manila against any action for any injury or damage suffered as a result of any act, event, or omission of action that he reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of Manila committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Manila shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. This indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 17. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of Manila under any policy, regulation, ordinance, or law.

Section 18. Code of Ethics, Policies and Procedures

Inasmuch as Manila is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. This "Code of Ethics" shall furnish principles to govern Manila's conduct and actions as City Manager of the City. Manila understands that as an employee of Fruitland Park, she is a public employee, is subject to the practices, policies and procedures established or to be established from time to time by the City, and by law (for example those provisions under Chapter 112, Florida Statutes, applicable to public employees, compliance with public records laws, etc.). Manila agrees to comply with the policies and procedures of the City, as amended, and which is expected to be further amended from time to time, so long as they are reasonable and do not violate the law, and with Florida law as it applies to her employment as a public employee. In the event of an inconsistency or conflict between a policy or procedure of the City and this Agreement, the terms of this Agreement will control, as allowed by law.

Section 19. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 20. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Manila.

D. This Agreement contains the entire Agreement of the parties relating to the employment of Manila by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Lake County, Florida.

F. Upon Manila's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Waiver of Jury Trial. MANILA AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT MANILA OR THE CITY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY

LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN
CONJUNCTION WITH THIS AGREEMENT, MANILA'S SERVICES TO THE
CITY, AND ALL FEDERAL AND STATE STATUTORY RIGHTS.

Executed by the CITY this 9th day of January, 2025.

CITY OF FRUITLAND PARK

By: 

Chris Cheshire, Mayor

ATTEST:


Signature

John Klein
Printed Name

Executed by MANILA this 10 day of January, 2025

Witnesses:


Signature

Karen R. Manila

Karen R. Manila
Print Name


Signature

John Klein
Print Name

Latest Revision: January 2, 2025

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

ITEM TITLE: Resolution 2025-051, Approving an Agreement for Planning Services between the City of Fruitland Park and LPG Urban & Regional Planners, LLC

MEETING DATE: Thursday, July 24, 2025

DATE SUBMITTED: July 15, 2025

SUBMITTED BY: city manager/city attorney/planning and development

BRIEF NARRATIVE: LPG Urban & Regional Planners, LLC, has been retained to work in collaboration with the City of Fruitland Park since 2003, when they were engaged as a subcontractor to assist the City of Fruitland Park with its planning needs.

Through the years, LPG has assisted the City with its comprehensive planning and reporting as required by the Florida Statutes. In addition, LPG has provided general Planning Services to assist in moving the City forward into the future while maintaining a smart growth mindset. The most recent contract entered into with LPG was approved by Resolution 2020-028, and the terms of that contract will end in July 2025. This third-party professional planning group has provided on-call planning services, special project planning services, GIS technologies, and other services to the City on an ongoing basis. Mike Rankin is currently serving as the Interim Planning and Development Director.

The City has been satisfied with the services provided by LPG Urban & Regional Planners, LLC, and asks that the City Commission consider approval of this new contract for services, which will replace the 2020 agreement.

FUNDS BUDGETED: Salary/benefit expenses are budgeted.
Reimbursement is budgeted.

ATTACHMENTS: Proposed Resolution 2025-051
Proposed Agreement for Planning Services
Addendum No. 1

RECOMMENDATIONS: Staff recommends approval of Resolution 2025-051, authorizing execution of a new Agreement for Planning Services.

ACTION: Adopt Resolution 2025-051.

RESOLUTION 2025-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LPG URBAN & REGIONAL PLANNERS, LLC; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park finds it necessary to obtain professional planning services for the City; and

WHEREAS, LPG Urban & Regional Planners, LLC currently provides services to the City pursuant to that certain Planning Services Agreement dated July 23, 2020, however, the parties wish to replace the 2020 Agreement and enter into a new contract for services on a time and material basis pursuant to the terms of this Agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the Agreement for Planning Services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement for Planning Services between the City of Fruitland Park and LPG Urban & Regional Planners, Inc. and Addendum No. 1, **a copy of which are attached**, are approved.

Section 2. The Commission authorizes the Mayor and City Manager to execute the Agreement and Addendum No. 1.

Section 3. The Agreement approved by this Resolution replaces the July 23, 2020 Planning Services Agreement between the parties.

Section 4. 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 24th day of July, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

SEAL

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

AGREEMENT FOR PLANNING SERVICES

~~Amendment to Resolution 220-028~~

THIS AGREEMENT is made as of the 20th day of May, 2025, by and between The City of Fruitland Park (“THE CITY”) and LPG Urban & Regional Planners, LLC.. (“CONSULTANT”).

WHEREAS, THE CITY desires to obtain professional services as further defined in this Agreement.

WHEREAS, THE CONSULTANT desires to furnish such services.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide professional services to THE CITY in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

The specific Scopes of Services shall be contained in the Work Orders (W.O.) issued under this Agreement. The Agreement is not exclusive. THE CITY reserves the right to contract for performance of services described in this Agreement through other CONSULTANTS.

Work Orders may be issued against this Agreement any time during the twelve (12) month base term or the four (4) additional one-year option terms. Terms of individual Work Orders may exceed the base term and/or option terms. The CONSULTANT’s performance of services shall commence for each Work Order upon receipt of a Work Order Notice to Proceed issued by THE CITY. The CONSULTANT shall complete the services within the time frame specified in the Work Order.

Work Orders will be initiated in accordance with the following procedure:

- A. CONSULTANT services will be on an as-needed, on-call basis throughout the term of the Agreement. The professional services to be furnished by the CONSULTANT may vary according to THE CITY’S needs. Each Work Order will contain a period of performance specific Work Order. The period of performance of individual WO’s may exceed that of the Agreement. In such an event, the Agreement’s terms and conditions will remain in full force and effect, unless terminated by THE CITY, until all services required under outstanding WOs are completed to THE CITY’s satisfaction.
- B. THE CITY expressly reserves the right to contract for performance of these services with other CONSULTANTS.

3. SCHEDULE AND TIME OF COMPLETION

The term of this Agreement shall be for an initial term of one (1) year from the date of final execution of this Agreement. Thereafter, this Agreement shall automatically renew for four (4) subsequent one (1) year terms unless terminated as described within the Agreement.

4. COMPENSATION

The CONSULTANT agrees to perform the services to be specified in each Work Order in accordance with the terms and conditions of this Agreement. Compensation for satisfactory performance of services performed under Work Orders and, unless stated otherwise in the Work Order, will be in accordance with the LPG staff rate sheet. The CONSULTANT reserves the right to propose adjustments in rates or fees on an annual basis to adjust for industry costs. Any changes in rates or fees must be approved by THE CITY as a contract amendment.

5. MANNER OF PAYMENT

The CONSULTANT shall submit separate invoices/billing statements on or as soon as practical after the first day of each calendar month. CONSULTANT shall submit monthly invoices detailing the services performed and allowable reimbursable expenses incurred during the previous calendar month for Services to be performed at THE CITY's request.

CONSULTANT shall provide supporting documentation for its invoices as required by THE CITY. THE CITY shall tender payments in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218; Florida Statutes. THE CITY reserves the right to withhold payment to the CONSULTANT if THE CITY determines that the quantity or quality of the work performed is unacceptable. THE CITY shall provide written notice to the CONSULTANT within 10 business days of THE CITY's decision not to pay and the reasons for non-payment.

Invoices shall be made in writing and mailed to THE CITY.

6. TERMINATION

THE CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

7. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between THE CITY and the CONSULTANT's Project Director. All other notices and communications regarding interpretation of the terms of this contract and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same.

8. ENTIRE AGREEMENT: MODIFICATION

This Agreement, including Addendum No. 1 to Agreement for Planning Services, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

THE CITY OF FRUITLAND PARK

LPG Urban & Regional Planners, LLC.



Mayor

By Michael Rankin

City Manager

President
Title

Date

Date

ATTACHMENT A
PUBLIC RATE SCHEDULE

Labor Category	Rate
Principal	\$ 165.00/HR.
Landscape Architect	\$ 120.00/HR.
Senior Planner	\$ 90.00/HR.
GIS Analyst III	\$ 85.00/HR.
CADD	\$ 85.00/HR.
Planner II	\$ 85.00/HR.
Planner I	\$ 85.00/HR.
Planning Tech	\$ 70.00/HR.
Word Processor	\$ 60.00/HR.

ATTACHMENT A2

(Revised February 2023)

NON-LABOR CATEGORY	
Mileage	IRS Standard Mileage Rates
Reproduction/Color Copies	at cost
Courier/Express	at cost
Postage	at cost
Outside Consultants	at cost

PLOT PRICING		
A size	8.5 X 11	\$ 2.00 each
B size	8.5 X 14	\$ 2.00 each
C size	11 X 17	\$ 3.50 each
D size	18 X 24	\$ 6.00 each
E size	24 X 36	\$ 15.00 each
F size	36 X 48	\$ 25.00 each
Custom	Custom	\$ 1.50 sq. ft.
Custom	Custom	\$ 1.50 sq. ft.

ADDENDUM NO. 1 TO
AGREEMENT FOR PLANNING SERVICES

LPG, LLC is designated Contractor for purposes of this Addendum.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GWEN JOHNS, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GJOHNS@FRUITLANDPARK.ORG

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status,

disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized

Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business

with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

- a) The Contractor's political opinions, speech, or affiliations.
- b) The Contractor's religious beliefs, religious exercise, or religion affiliations.
- c) The Contractor's lawful ownership of a firearm.
- d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
- e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
- f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
- g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
- h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
 - 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
 - 2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
 - 3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
 - 4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against

any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

Signature Page attached

CITY OF FRUITLAND PARK, FLORIDA

LPG, LLC

Karen Manila, City Manager

Signature of Contractor's Authorized Official

Date: _____

Date: _____

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **LPG, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

LPG, LLC

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

City of Fruitland Park

Affidavit from Vendor/Contractor

Regarding Human Trafficking Prohibition

Pursuant to the requirements of Florida Statute 787.06(13) this affidavit is signed in conjunction with a contract for services entered into with the City of Fruitland Park, a Florida municipal corporation, and the Affiant hereby states, under oath and subject to the penalties of perjury, the following.

1. That I am a duly authorized officer or representative of the entity or corporation that is listed below.
2. That the entity or corporation is a nongovernmental organization and is not recognized or defined by the State of Florida under the provisions of Florida Statute 287.138(1).
3. That the entity or corporation does not use coercion for labor or services as defined in Florida Statute Section 787.06 and is in compliance with Federal, State and Local laws prohibiting Human Trafficking, or prohibiting the utilization of labor that is the victim of Human Trafficking, including but not limited to the laws specifically referenced in this affidavit.

VENDOR/COMPANY NAME: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

The Foregoing instrument was acknowledged before me by meant of () physical evidence or () online notarization this _____ day of _____, 202____ by _____. He/she is () personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Print name of Notary Public)
Commission Number:

My Commission Expires _____

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5a**

ITEM TITLE: **FINAL READING OF ORDINANCE
2025-017 - FLOODPLAIN**

MEETING DATE: **Thursday, July 24, 2025**

DATE SUBMITTED: May 17, 2025

SUBMITTED BY: City Attorney/Permitting/Zoning

BRIEF NARRATIVE: **ORDINANCE 2025-017 - FLOODPLAIN**

The Florida Building Commission has adopted the 8th Edition of the 2023 Building Code. It is necessary to update the City's ordinance to reference the most up to date version of the Florida Building Code, make administrative amendments to the Florida Building Code to implement the National Flood Insurance Program, and modify the City's Code to bring the regulations into agreement with the most current Model Floodplain Management Ordinance approved by FEMA for Florida communities.

In Chapter 151 definitions were deleted that are no longer needed, or modified to better align with the Florida Building Code.

In Chapter 161 numbering was corrected and revisions were made to comply with the 2023 Florida Building Code, National Flood Insurance Program, and Model Floodplain Management Ordinance approved by FEMA.

FUNDS BUDGETED: **N/A**

ATTACHMENT

1. Ordinance 2025-017
2. Chapter 151 – Definitions & Interpretations
3. Chapter 161 – Building Codes
4. Publication Affidavit

RECOMMENDATION: Recommend Approval of Ordinance 2025-017

ACTION: **Adopt Ordinance 2025-017**

ORDINANCE NO. 2025-017

AN ORDINANCE BY THE CITY OF FRUITLAND PARK, FLORIDA AMENDING THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE CHAPTER 151 - DEFINITIONS AND CHAPTER 161 - BUILDING CODES TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO TRANSIT TO THE FLORIDA BUILDING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Florida Building Commission has adopted the 8th Edition of the 2023 Building Code; and

WHEREAS, the City wishes to update its ordinance to reference the most up to date version of the Florida Building Code; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provides for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City of Fruitland Park City Commission previously adopted local amendments to the Florida Building Code and is reformatting those amendments; and

WHEREAS, the City Commission determined that it is in the public interest to amend the City of Fruitland Park Land Development Code Chapter 161 Building Code, to make modifications to bring the regulations into agreement with the most current Model Floodplain Management Ordinance approved by FEMA for Florida communities and the most current Florida Building Code.

WHEREAS, this ordinance was advertised in a newspaper of general circulation within the City of Fruitland Park, as required by law, not less than ten calendar days prior to the public hearing on this ordinance; and

WHEREAS, at the public hearing the City Commission determined it is necessary to adopt the amendments to the Florida Building Code as specified herein for the purpose of enhancing the safety, health, and

WHEREAS, the Commission based its determination upon a review of local conditions which demonstrated a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

WHEREAS, the amendments specified herein are no more stringent than necessary to address the local need; and

WHEREAS, within 30 days after adoption, the City of Fruitland Park will forward this ordinance to the Florida Building Commission in accordance with the requirements of s.553.73, *Florida Statutes*.

NOW, THEREFORE, BE IT ORDAINED by the City Commission that the Fruitland Park Land Development Code Chapter 161 Building Code is amended as set forth in the following amendments, as shown in strikethrough and underline format provided for in Section 2.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park.

SECTION 2. AMENDMENTS TO DEFINITIONS.

The City of Fruitland Park Land Development Code, Chapter 161 Building Codes is hereby amended by the amendments set forth in **Exhibit A** attached hereto and incorporated herein

SECTION 3. AMENDMENTS TO BUILDING CODES.

The City of Fruitland Park Land Development Code, Chapter 161 Building Codes is hereby amended by the amendments set forth in **Exhibit A** attached hereto and incorporated herein.

SECTION 4. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Fruitland Park. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Fruitland Park Land Development Code, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 7. DIRECTIONS TO TRANSMIT

The City Clerk is directed to forward a copy of this Ordinance, after adoption, to the Florida Building Commission in accordance with the requirements of s.553.73, *Florida Statutes*.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective upon adoption except for any and all amendments contained herein which will become effective in accordance with the timeframe set forth in s. 553.73, Florida Statutes.

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 Williams	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading 07/10/2025
Passed Second Reading 07/24/2025

Approved as to Form:

Anita Geraci-Carver, City Attorney

CHAPTER 151

DEFINITIONS AND INTERPRETATIONS

SECTION 151.010: **INTERPRETATIONS OF CERTAIN TERMS AND WORDS**

- a) The singular includes the plural and vice versa.
- b) The masculine includes the feminine and neuter and vice versa.
- c) The present tense includes the future.
- d) The word “shall” is mandatory and the word “may” is permissive.
- e) The word “person” includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation and all other groups or combinations.
- f) The word “writing” includes handwriting, printing, typewritten and all other methods and means of forming letters and characters upon paper.
- g) The word “lot” includes the words parcel of land, plot or tract.
- h) The word “land” includes the words water, marsh, swamp, gross land area, and gross acres of land.
- i) The word “street” includes words avenue, highway, road, boulevard, land, thoroughfare, easement, public right-of-way, private right-of-way, or other similar words.
- j) All words and terms defined in any Code adopted by reference are hereby incorporated in the Land Development Code. However, if a word is also defined in the Land Development Code, the Land Development Code definition shall apply in all cases except when interpreting the referenced Code.
- k) All words not defined in the Land Development Code shall carry their customary meaning.

SECTION 151.020: **DEFINITIONS**

ABANDON – To cease actively using a structure. In making the determination that a structure has been abandoned, non-use of a structure for six (6) consecutive months shall be prima facie evidence for abandonment. The Enforcement Official shall consider the existence or absence of a current utility service deposit or account, use of premises, and relocation of the use, so that temporary or short-term interruption to an activity shall not be subject to inclusion under this term.

ABANDONED SIGN – (a) Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the City shall consider the existence or absence of a current utility service deposit or account, use of the premises and relocation of the business; (b) any sign structure which has not been used for business purposes for over six (6) months, that is nonconforming as to existing codes regarding height, setback of sign area; and (c) any previously permitted portable or temporary sign for which the permitted time has expired.

ABUTTING PROPERTY – Any property that is immediately adjacent or contiguous to property or that is located immediately across any road or public right-of-way or immediately across any water body.

ACCESSORY STRUCTURE – A subordinate structure or portion of the principal structure, the use of which is incidental to the main use of the premises.

ACCESSORY USE – A use which is incidental to the principal use of the premises.

ACCESSORY DWELLING UNIT - living quarters that may house non-paying guests or family members and may either be attached to the principal structure, detached or an apartment within

the principal structure. Accessory dwelling units may not be rented or sold.

ADMINISTRATIVE OFFICER— The municipal official appointed by the City Manager to administer the Land Development Code.

ADULT CARE CENTER – A caretaking arrangement, whether operated for profit or not, where care is provided for a part of the 24 hour day to 3 or more adults that are unrelated by blood or marriage to the owner/operator of the facility. This care may include, but is not limited to, providing a protective setting, social activities, leisure time activities, self-care training, rest, nutritional services, and speech and physical therapy. Such a facility must be licensed by the Florida Department of Health and Rehabilitative Services, in accordance with Section 429.90 of the Florida Statutes.

ADULT ENTERTAINMENT ESTABLISHMENT – An establishment where a substantial portion of the stock-in-trade and/or presentation time offered for any form of consideration, are devoted to materials which are distinguished or characterized by the emphasis in depicting, describing, or relating sexual matters from which minors would be excluded by virtue of their age, pursuant to Sections 847.012, 847.0125 and 847.013 of the Florida Statutes. This term may include, but not be limited to, adult bookstore, adult cabaret, and adult theater.

ADULT/VOCATIONAL EDUCATION ESTABLISHMENT – An establishment for the instruction or guidance in an occupation, profession, civic activity or art form, and may include, but not limited to, the teaching of a trade apprenticeship, acting-drama, citizenship, cooking, music, and voice.

AGRICULTURE: (FIELD CROPS/WHOLESALE NURSERY) - The science, art, or practice of cultivating the soil, producing crops, and raising livestock and in varying degrees the preparation and marketing of the resulting products.

AIR GAP – The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood-level rim of the receptacle.

ALLEY – A public or private way which is not designed for general travel but is used primarily as a means of secondary access to a lot abutting thereon.

ALTERATION – Any change in a building's structural parts, stairways, type of construction, kind of class of occupancy, means of ingress and egress, wiring, plumbing, heating or cooling system, and other changes affecting or regulated by the City of Fruitland Park Building Codes or this Land Development Code, except minor changes or repairs not involving the aforesaid features. The word alteration may include, but not be limited to, the words alternated, repaired, modification to construction or reconstructed.

ALTERED WETLANDS – Wetlands which have been substantially affected by man, but which continue to be dominated by wetland or transitional vegetation.

APPEAL – A request for a review of the City of Fruitland Park's interpretation of any provision of the Land Development Code or an appeal of a denial of a variance.

APPLIANCE/ELECTRONIC REPAIR SHOP – A retail establishment offering for sale the repair services of small appliances and electronic equipment, with such repair generally occurring on the premises.

AREA OF SHALLOW FLOODING — A designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

AREA OF SPECIAL FLOOD HAZARD — The land in the floodplain within a community subject to 1% or greater chance of flooding in any given year. The land area covered by the floodwaters of the base flood and the area where floodplain management regulations must be enforced. (FEMA)

ASSISTED LIVING FACILITIES - any building or buildings, section, or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

ATHLETIC/SPORTS FACILITY — A site or building where competitive athletic pursuits are carried out, generally on a scheduled basis through direct participation.

AUCTION BUSINESS — Land or a building where items are sold to the highest bidder. Such activity could be private or public and may include, but not be limited to, the sale of antiques, art and jewelry.

AUXILIARY SUPPLY — Any water source or system other than the potable water supply that may be available in the building or premises.

AWNING — An architectural projection that provides weather protection, identify, or decoration and is partially or wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a covering is attached. An awning may be fixed or moveable, cantilevered, or otherwise entirely supported from a building.

AWNING/ILLUMINATED — A structure, as described above, which is illuminated from the reverse side with artificial light emanating from a minimum 800 milliamp high output florescent fixture, to the extent that such artificial light is visible through to the exterior.

BACKFLOW — The flow of water or other liquids, mixtures, or substances into the distributing pipes or a potable water supply from any source or sources other than the potable water supply's intended source.

BACKFLOW PREVENTER — A device or means to prevent backflow.

BACKSIPHONAGE — Backflow resulting from negative pressures in the distributing pipes of a potable water supply.

BANNER — Any sign with characters, letters, illustrations, or ornamentation applied to cloth, paper, or fabric of any kind that is not permanently attached to a solid backing of wood, plastic, metal, masonry, or similar rigid material. A flag shall not be considered a banner.

BAROMETRIC LOOP — A loop of pipe rising at least 35 feet, at its topmost point, above the highest fixture it supplies.

BASE FLOOD — The flood having a 1% chance of being equaled or exceeded in any given year.

BARS, LOUNGES, AND NIGHT CLUBS – An establishment devoted primarily to the selling, dispensing, serving, or providing of alcoholic beverages for consumption on the premises, including establishments where dancing or floor shows may be permitted. The term bars, lounges, and night clubs may include, but not be limited to, the terms barroom, cabaret, cocktail lounge, discotheque, pub, saloon, and tavern, but shall not include those premises where alcoholic beverages are sold in conjunction with the sale of food for consumption on the premises, and the sale of said beverages comprises less than 49% of the gross receipts.

BASEMENT – That portion of a building having its floor subgrade (below ground level) on at least three sides.

BED AND BREAKFAST INN – A single-family detached residential dwelling unit, and accessory buildings, where short-term lodging and at least one meal is provided. The owner or manager of the inn shall live on the property. Further, bed and breakfasts are classified as follows:

- a) *Small Homestay* – A single-family detached residential unit and related accessory structure totaling at least 1800 square feet of heated space.
- b) *Medium Homestay* – A single-family detached residential unit and related accessory structure totaling at least 2400 square feet of heated space.
- c) *Large Homestay* – A single-family detached residential unit and related accessory structure totaling at least 3000 square feet of heated space.

BEST MANAGEMENT PRACTICES – Design, construction, operation, or maintenance techniques for stormwater pollution control, which have been developed by the SJRWMD.

BOARDWALK – An elevated structure made of boards usually placed over land or wetlands.

~~**BREAKAWAY WALL** – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

BUILDABLE AREA – That portion of a lot remaining after required building setbacks have been established in the lot front, rear, and side yards.

BUILDING – Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING AREA – The area included within surrounding exterior walls (or interior walls and fire walls) exclusive of vent shafts and courts. Areas of the building not provided with surrounding walls shall be included in the building area if such areas are included within the horizontal projection of the roof or floor above.

BUILDING COVERAGE – That portion of a lot which is occupied by principal and accessory structures.

BUILDING FRONTAGE – The face of the building meeting front setback requirements towards the principal road, street, highway, or easement serving the building.

BUILDING HEIGHT – The vertical distance from *grade plane* to the average height of the highest roof surface.

BUILDING PAINTING/MURAL – A painting, drawing, or image applied to an external wall which is considered generic art and does not graphically depict a business-related product or service. Any business-related wording or graphics in the painting, drawing, or image shall be considered signage and, as such, shall require zoning authorization.

BUILDING SETBACK – The minimum required distance a building must be set back from the property line, as measured perpendicular to the property line, or from mean high water along rivers, lakes, or other water bodies.

BUILDING SETBACK LINES – The lines established by setback requirements beyond which no principal building shall extend.

BULKHEAD – A man-made wall or encroachment, parallel to the shoreline, made to protect the shore from erosion, and to retain the earth or fill behind it.

BUSINESS SERVICE – An establishment where the performance of duties related to business operations are provided within or outside of the confines of such an establishment and may include, but not limited to, business machine repair, computer service and repair, microfilming, secretarial and typing service, and telephone answering service.

BUSINESS TAX RECEIPT – the legal document issued by the local governing authority which bears the words “Local Business Tax Receipt” and demonstrates that the person in whose name the document is issued has paid the taxes it needs to operate and maintain a business license in good standing for a given tax year.

CALIPER – The minimum trunk diameter of a replacement tree as measured at a predetermined point measurement. Trunk diameter for trees up to four (4) inches are to be measured six (6) inches above the soil line. All trees over four (4) inches in diameter will be measured twelve (12) inches above the soil line.

CARPORT – An attached or freestanding structure primarily used to shelter motor vehicles, having a roof structure supported by two or four posts or a combination of posts and wall structure and having no method of enclosing the structure.

CEMETERY – Land where burial of the deceased occurs, whether persons or pets. This term shall include mausoleums where they are within the boundaries of a cemetery.

CHANGEABLE COPY SIGNS – A sign which has letters, numbers, symbols, or other characters which can be manually attached to or removed from the face of the sign, without altering the face or structure of the sign. Such signs are sometimes referred to as Reader Boards.

CHANGE OF OCCUPANCY – A discontinuance of an existing use and the substitution of a different kind of class of use. Change of occupancy is not intended to include a change of tenants or proprietors unless accompanied by a change of use.

CHANGE OF USE – When a building or land is changed from one class of use to another class of use, for example residential to commercial, commercial to industrial. A change of use can occur within the same use class, for example from office to retail commercial, or retail commercial to restaurant.

CHECK VALVE – A self-closing device that is designed to permit the flow of fluids in one

direction and to close if there is a reversal of flow.

CHILD CARE CENTER – An arrangement or establishment which provides child care for more than five (5) children unrelated to the operator, for compensation, and for a period of less than 24 hours. Such a facility must be licensed by the Florida Department of Health and Rehabilitative Services and comply with their requirements, pursuant to Section 402.305 of the Florida Statutes. This term may include, but not be limited to, day-care center, day-care services, day nurseries, kindergartens, nursery school, play-school and preschool.

CITY – City of Fruitland Park, a Florida municipality

CLEARING – The removal of any trees or vegetation from the land, but shall not include mowing of lawn and field grass. A tract of land cleared of wood and brush.

CLUBS, LODGES, AND FRATERNAL ORGANIZATIONS – A building or facility owned or operated by a corporation or association for a social, education, civic, or recreational purpose, but not primarily for profit or to render a service that is customarily carried on as a business.

COMMERCIAL/INDUSTRIAL EQUIPMENT AND SUPPLIES – An establishment which offers the wholesale or retail sale or rental of goods and merchandise used in commerce or industry, and not generally purchased by the individual consumer, and may include, but not be limited to, air or gas compressors, backhoes, bricks, chemicals, food processing equipment, hoists, manufactured building components, medical supplies, traffic signs, valves, and waterproofing material.

COMMERCIAL/INDUSTRIAL SERVICE – An establishment which provides work performance related to commerce and industry, and may include, but not be limited to, linen supply, machine shop, medical waste removal service, publishing plant, screen printing, tool and die shop, and welding.

COMMERCIAL/INDUSTRIAL WAREHOUSE – A building used primarily for the dead space storage of goods and materials used by or in association with commerce and industry.

COMMERCIAL PARKING – An area where vehicles, including, but not limited to, automobiles, trucks, recreational vehicles or boats are parked for storage within the appropriate zoning district, where fees may or may not be charged. Commercial parking is not the overnight parking of commercial vehicles associated with the on-site business. The parking of commercial vehicles associated with the on-site business is allowed in the following zoning districts: RP, C- 1, C-2, Industrial, Mixed Use – PUD in any C-1 uses therein. Commercial – PUD, and Industrial PUD.

COMMERCIAL STABLE – A facility where horses are boarded and cared for and may include, but not be limited to, the provision of horses for instruction of riding, jumping, and showing, and the hiring to the public of riding horses for a fee.

COMMUNITY RESIDENTIAL HOMES – A dwelling unit providing a living environment for 1-6 or 7-14 residents that have no family to live with or are in need of assistance with daily living and who operate as the functional equivalent of a family. Supervision and care by support staff may be necessary to meet the physical, emotional and social needs of the residents. These facilities are licensed by the Florida Department of Health and Rehabilitative Services and include adult congregate living facilities, residential treatment facilities – levels II and IV, residential child care agency facility, intermediate care facility for the mentally retarded/developmentally disables, foster care facility, and group homes pursuant to Chapter 419 of the Florida Statutes.

COMPREHENSIVE PLAN – The “City of Fruitland Park Comprehensive Plan Update” adopted by the City Commission in Ordinance 91-016, and amendments there to in compliance with the requirements of the Community Planning Act, Chapter 163, Florida Statutes.

CONGREGATE LIVING FACILITY – A residential facility, for more than 3 persons unrelated to the owner, where shelter and services are provided and may include meals, housekeeping, and personal care assistance. Residents shall not be under in-house nursing/medical care. This term shall include, but not be limited to, adult congregate living facility, child care agency facility, community residential home, drug and alcohol treatment facility, and shelters for the abused and unwed mothers.

CONSERVATION EASEMENT – A right or interest in real property which is appropriate to retaining land or water areas predominately in their natural, scenic, open or wooded condition; retaining such areas as suitable habitat for fish, plants or wildlife; or maintaining existing land uses; and which prohibits or limits the activities described in Section 704.06, Florida Statutes.

CONSTRUCTION CONTRACTOR’S YARD AND STORAGE – Land or building where construction materials are kept in association with such contracting businesses and may include, but not be limited to, air conditioning and heating, aluminum, building construction, hauling, machine construction, roofing, solar energy systems, utility system installation and wall covering.

CONSTRUCTION SIGN – A sign announcing and identifying the construction project scheduled or underway on the site where the sign is located.

CONSTRUCTION REAL ESTATE SIGN – A construction sign, as described above, which also advertises the real property where the sign is located for sale, lease, or rent.

~~**CONSTRUCTION, START OF** – When any site alteration is made, including, but not limited to, batter board layout, or forming, in contemplation of further work, or any structure or construction materials are permanently placed or incorporated into any site.~~

CONVENIENCE STORE – An establishment that offers for sale a limited line of food and household goods and is designed for quick service to customers with small purchases. Such an establishment may or may not offer for sale fuel by way of self-service gasoline/diesel pumps or LP gas tanks.

CREMATORIUM – An establishment in which a deceased body is reduced to ashes in a furnace. This type of facility must be licensed with the Florida Department of Professional Regulation and meet the criteria of the Florida Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection, pursuant to Section 497 of the Florida Statutes.

CRITICAL HABITAT – Habitat which if lost would result in elimination of listed species or individuals from the area in question. Critical habitat typically provides functions for the listed species during restricted portions of that species life cycle. Habitat includes the place or type of site where a species naturally or normally nests, feeds, resides, or migrates, including for example, characteristic topography, soils, and vegetative cover.

CROSS CONNECTION – Any physical connection between a potable water supply and any waste pip, soil pipe, sewer, drain, or any unapproved source or system. Furthermore, it is any potable water supply outlet that is submerged or can be submerged in wastewater or any other source of

contamination.

CULTURAL FACILITY – Land, a building, or a group of buildings which affords the pursuit of arts, letters, manners, professional and scholarly matters, any may include, but not limited to, an auditorium, convention/lecture hall and museum.

DENSITY – The total number of dwelling units per acre within a project site.

DEVELOPER – Any person who engages in or proposes to engage in a development either as the owner or as the agent of an owner of property.

DEVELOPMENT – For purposes other than Article 2, Chapter 161, Any any significant man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, permanent storage of materials, or the dividing of land into two or more parcels. Development includes, but is not limited to the following:

- a) A reconstruction, alteration of the size, or structural change in the external appearance of a structure on land.
- b) A change in density or intensity of use of the land, such as an increase in the number of dwelling units in a structure or on land or, a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units or on the land as may be determined by the local government.
- c) Alteration of a shore or bank of a river, stream, lake, pond, canal, or stormwater management facility.
- d) Mining or excavation on a parcel of land.
- e) Demolition or removal of a structure.
- f) Clearing of land as an adjunct of construction.
- g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land as defined in F.S. 380.04

DIAMETER AT BREAST HEIGHT (DBH) – The trunk diameter of a tree measured 4½ feet above the average ground level at the base of the tree. Provided, however, if the tree forks 4½ feet above ground level, it is measured below the swell resulting from the double stem. Stems that fork below 4½ feet above the ground level should be considered separate trees.

DIRECTIONAL SIGN – Any sign used to indicate the direction to entrances, exits, parking areas, restrooms, drive-through facilities or other non-business-related facilities on site.

DIRECTORY SIGN – A sign which gives the names of the businesses or individuals located in the building or complex where it is located. A directory sign shall be of a unified design and common material, and shall allow for a uniform size sign for each business or unit of space in the development. Directory signs shall be limited to the name and type of business and its location within the building or complex.

DOCK – A fixed or floating structure, including moorings, used for the purpose of harboring boats.

DOUBLE FACED SIGN – A sign with two (2) faces which are no more than three (3) feet apart at their closest point, and which describe an internal angle between face planes extended of no more than thirty (30) degrees.

DRAIN – Any pipe that carries wastewater or waterborne wastes in a building drainage system.

DREDGING – Excavation by any means in water or wetland. It also means the excavation or creation of a water body which is, or is to be, connected to waters, directly or via excavated water bodies or a series of excavated water bodies.

DRIPLINE – The ground area surrounding the trunk of a tree that is described by the vertical plane enclosing the outermost branches of the tree. For asymmetrical specimens, or those with unusually small crown spread, the drip line area shall in no case be less than that area described by a radial dimension of one foot for each one inch of trunk radius.

DRIVEWAY OR DRIVE – A vehicular access way, serving one (1) or more properties.

DWELLING – A building or part thereof with cooking, sleeping, and sanitary facilities that is designed in whole or part as the separate and independent residence or living quarters for one or more persons, but which does not include the terms bed and breakfast inn, hotel, mobile home, motel, recreational vehicle, or tent. This term does include the following categories:

- a) *Dwelling, Single Family* – A building containing one dwelling unit which would include the following types:
 - Single Family Attached
 - Single Family Detached
- b) *Dwelling, Two-Family* – A building containing two dwelling units which would include the following types:
 - Duplex
- c) *Dwelling, Multi-Family* – A building containing three or more dwelling units which would include the following types:
 - Apartments, Low and Mid-Rise
 - Townhouses

~~**ELEVATED BUILDING** – A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.~~

ESSENTIAL SERVICES – Public utility facilities either underground or overhead and related to the transmission or distribution system of water, sanitary sewer or storm sewer, telephone, gas, electricity, public safety, including poles, wires, mains, hydrants, drains, pipes, conduits, police or fire callboxes, traffic signals, and other similar equipment necessary for the furnishing of adequate service, but not including buildings.

FAMILY – One or more persons all living together and interrelated by blood, marriage, or legal adoption, and occupying one dwelling unit. Boarding of no more than three (3) unrelated persons with a family shall be permitted.

FAMILY CHILD CARE HOME – An occupied residence in which child care is provided for a period of less than twenty-four (24) hours a day on a regular basis, for no more than five (5) children

including those related to the resident care giver.

FARMERS/FLEA MARKET – An occasional or periodic sales activity held within a building, structure, or open area where groups or individual sellers offer goods – new and used, for sale to the public, not to include private garage sales or similar activities held by churches or other non-profit organizations.

FASCIA SIGN – A sign located on the fascia of a roof or canopy, or affixed to the front plane of a mansard roof that is a maximum of thirty (30) degrees from vertical, including signs that extend the plane of the structural fascia such that the vertical dimensions of the sign is no more than one third ($\frac{1}{3}$) the distance from the ground to the bottom of the fascia and no lateral supports are used.

FEMA – The Federal Emergency Management Agency.

FDER – The Florida Department of Environmental Regulation.

FDNR – The Florida Department of Natural Resources.

FINANCIAL SERVICE – An establishment engaged in the management of money and credit, and may include, but not be limited to, accounting, bookkeeping, investment securities, money transfer, mortgage loans, pension plans, stocks and bond brokerage, and tax planning. This term would not include the term bank.

FINGER PIER – A narrow walkway extending over water to provide access between docked boats and the main access pier connection to land.

FINISHED GRADE – The completed surface of lawns, walks, and driveways brought to grade as shown on building plans or designs relating thereto.

FIRE FLOW – The quantity of water measured in gallons per minute (gpm) that is needed to extinguish a fire involving a particular building, block, area or material.

FIXTURE, PLUMBING – Installed receptacles, devices, or appliances supplies with water or that receive or discharge liquids or liquid-borne wastes.

FLAG – A rectangular piece of fabric of distinctive design that is used as a symbol (as of a nation, state, or city), or is displayed to show affiliation with a specific recognized organization (such as fraternal, religious or charitable organization.)

FLOOD OR FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas from:

- a) The overflow of inland or tidal waters;
- b) The unusual and rapid accumulation or runoff of surface waters from any source.

~~**FLOOD HAZARD BOUNDARY MAP (FHBM)** – An official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the flood, mudflow, and related erosion areas having special hazards have been designated.~~

~~**FLOOD INSURANCE RATE MAP (FIRM)** – An official map of a community on which the Federal~~

~~Emergency Management Agency (FEMA) has delineated the Special Flood Hazard areas (SFHAs), the Base Flood Elevations (BFEs) and the risk premium zones applicable to the community.~~

~~**FLOOD INSURANCE STUDY** – The official report by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.~~

FLOOD-LEVEL RIM – The edge of the receptacle from which water overflows.

FLOODPLAIN – Any land area susceptible to being inundated by floodwaters from any source.

~~**FLOODWAY, REGULATORY** – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.~~

FLOOR – The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood-frame construction. The term does not include the floor of a garage used solely for parking vehicles.

FLOOR AREA, GROSS – - The floor area within the inside perimeter of the *exterior walls* of the building under consideration, exclusive of vent *shafts* and *courts*, without deduction for *corridors*, *stairways*, *ramps*, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding *exterior walls* shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include *shafts* with no openings or interior *courts*.

FLUCFCS – Florida Land Use, Cover, and Forms Classification System, 1985, published by the Florida Department of Transportation.

FREESTANDING SIGN – Any sign supported by uprights or braces placed upon or in or supported by the ground, a fence or non-structural wall. This shall include signs attached to buildings but supported in whole or in part as described above. A flagpole shall not be considered a freestanding sign.

FRONT-FOOT, BUILDING – Each linear foot, or major portion thereof, measured along the main entry side of a building. Where buildings form an “L” or “U”, all main entry sides are measured.

FRONT-FOOT, PROPERTY – Each lineal foot, or major portion thereof, measured along the public right-of-way where the subject property abuts said right-of-way.

FRONT-FOOT, TENANT – Each lineal foot, or major portion thereof, measured along the main entry side of a tenant space.

GAME/RECREATION FACILITY – An establishment which provides indoor or outdoor opportunities for casual entertainment by patrons of all ages, and may include, but not be limited to, amusement park, bingo club, bowling alley, game room, go-kart track, miniature golf, pool hall, skateboard park, skating rink, and video arcade.

GROSS DENSITY – The total acreage of a parcel of land excluding open waterbodies divided by the total number of proposed dwelling units.

GROUND SIGN – A sign which is in contact with or in close proximity, to the ground for a minimum of eighty (80) percent of its greatest horizontal dimension.

HARMFUL TO MINORS – With regard to sign content, any description or representation, in whatever form, of nudity, sexual conduct, or sexual excitement, when it:

- a) predominately appeals to the prurient, shameful, or morbid interest of minors in sex, and
- b) is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors, and
- c) taken as a whole, lacks serious literary, artistic, political, or scientific value.

The term “harmful to minors” shall also include any non-erotic work or picture when it:

- a) is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors, and
- b) taken as a whole, lacks serious literary, artistic, political, or scientific value.

HAZARDOUS MATERIALS – Those chemicals or substances that are *physical hazards* or *health hazards* as classified in Section 307 and the Florida Fire Prevention Code, whether the materials are in usable or waste condition. Any substance according to any of the following State or Federal codes or regulations:

- a) Chapter 38F-41, Florida Administrative Code (Florida Substance List).
- b) Title 40 Code of Federal Regulation part 261 (Identification and Listing of Hazardous Wastes).
- c) Title 40 Code of Federal Regulations part 302.4 (Designation of Hazardous Substances).
- d) Title 40 Code of Federal Regulations part 355, Appendices A and B (List of Extremely Hazardous Substances).
- e) Title 49 Code of Federal Regulations parts 172.101 and 172.102 (Hazardous Materials Tables).

Hazardous materials include any solution, mixture, or formulation containing such material, and any material which, due to its chemical or physical characteristics, is determined by the City Fire Department to pose a substantial threat to life, health, or safety of persons or property or to the environment. The term includes, but is not limited to, explosives, radioactive materials, petroleum products, gases, poisons, biologic agents, flammable, and corrosives.

HAZARDOUS PRODUCTION MATERIAL (HPM) - - A *solid, liquid*, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability or instability of Class 3 or 4 as ranked by NFPA 704 and which is *used* directly in research, laboratory or production processes which have as their end product materials that are not hazardous.

HEALTH/EXERCISE CLUB – An establishment which provides for athletic and physical force training or health and recreational exercise. This term may include, but is not limited to, the terms aerobics instruction, dance instruction, fitness center, gymnasium (private), gymnastics school, karate, martial arts, self-defense instruction, and weight room.

HEALTH HAZARD – - A classification of a chemical for which there is statistically significant

evidence that acute or chronic health effects are capable of occurring in exposed persons. The term “health hazard” includes chemicals that are *toxic* or *highly toxic*, and *corrosive*.

HEIGHT OF SIGN – The distance between the top of a sign and the average grade elevation below it, or centerline grade of the adjacent roadway, whichever is less. The height of the sign shall be measured to surface roads only and shall not apply to bridges, overpasses or similar elevated roads.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface, prior to construction, next to the proposed walls or foundation of a structure.

HYDROPNEUMATIC TANK – A pressure vessel in which air pressure acts on the surface of the water contained within the vessel, pressurizing the water distribution piping connected to the vessel.

IDENTIFICATION SIGN – A sign that indicates the name and type of business or service, or the name of the development located on the site where the sign is located including street address, phone number, and graphic or business logo.

ILLUMINATED SIGN – A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.

INLET – The open end of the water supply pipe through which the water is discharged into the plumbing fixture.

INSTRUCTIONAL SIGN – A sign conveying non-advertising information relating to the use of the premises, including such as no parking, no trespassing, and warning signs.

ISOLATED WETLANDS – Wetlands that have no hydrological or vegetative connection with “waters of the state” as defined in Section 403.031(3), Florida Statutes.

KENNEL - A premises which provides for the boarding, breeding, buying, grooming, rearing or selling of more than four (4) animals, whether for profit or for personal use. The Land Development Code however is not to preclude the breeding and rearing of small household pets which may include, but not be limited to, dogs, cats, fish, reptiles, rodents, and birds.

LABORATORY/RESEARCH AND DEVELOPMENT – An establishment engaged in the investigation, testing and experimentation of the natural, physical or social sciences, or engaged in engineering and development as an extension of investigation with the object of creating products. This type of facility may include, but not be limited to, asphalt and concrete testing, foundation testing, material testing, and soils, geology and groundwater testing.

LAUNDRY AND DRY-CLEANING PLANT – A building where the washing, drying, ironing, and/or dry cleaning of laundry occurs on a large scale and without retail transactions on the premises.

LAUNDRY AND DRY-CLEANING RETAIL SERVICE – An establishment where washing, drying, ironing, and/or dry-cleaning machines are available for rental by the public for their use on the premises, or are available for use by the establishment’s personnel in cleaning laundry for the public patrons. Such an establishment might also involve the intake of laundry from public patrons to be sent off the premises to a laundry and/or dry-cleaning plant.

LISTED SPECIES – Any plant species or animal species (vertebrate) indicated as endangered, threatened, or species of special concern as found in the Regulated Plan Index of Current F.S. 581.185(5), the Designation of Endangered Species, Designation of Threatened Species and the Designation of Species of Special Concern of Sections 39-27.003-27.005, Florida Administrative Code, and the Federally Listed Species by State-Florida issued by the United States Fish and Wildlife Service.

LISTED SPECIES EVIDENCE – Indication of the presence of a listed species, including sightings, signs, tracks, trails, suggestions of feeding.

LIVING AREA – Space in a structure in which the air is conditioned by heating and/or air conditioning and the space is habitable or enclosed excluding open porches, screened porches, garages, and/or attached storage sheds.

LOT – A designated parcel, tract, or area of land established by plat, subdivision or otherwise permitted by law, to be used, developed or built upon as a unit.

LOT, DEPTH – The distance between the midpoints of the front and rear lot lines.

LOT LINE – A line of record bounding a lot which divides one lot from another lot from a public or private street or any other public space.

LOT LINE, FRONT – Any side of a lot which fronts upon a street, be it public or private. The primary front lot line is that frontage on which the address is given.

LOT LINE, REAR – The lot line(s) most distant from and most nearly parallel to the primary front lot line.

~~**LOWEST FLOOR** – The lowest floor of the lowest enclosed area (including a basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of requirements. (For floodplain management purposes) (FEMA)~~

MAIN ACCESS PIER – A walkway extending over water from land, used as the means of access to boat docking facilities.

MAINTENANCE CONTRACTOR – An establishment which provides routine business and residential maintenance activities at the place of business or residence needing such treatment. This type of contractor may include, but not be limited to, exterminators, janitors and house cleaners, and swimming pool service.

MANAGEMENT – A series of techniques applied to maintain the species diversity and viability of a listed species in a location. These techniques include, but not be limited to, control burning, planting or removal of vegetation, exotic species control, maintaining hydrologic regimes and monitoring.

MANAGEMENT PLAN – A plan prepared to address conservation and management of listed species and their habitat, which is approved by the City following recommendations and approval from the Florida Game and Fresh Water Commission.

MANUFACTURED BUILDING – A building made or assembled in manufacturing facilities away from a building site for the installation or the assembly and installation on the building site. These buildings must meet all of the Building Code requirements of the City of Fruitland Park and may include residential, commercial, industrial, institutional and storage structures, but shall not include mobile homes.

MANUFACTURING, CRAFTSMAN SHOP – A trade type of establishment where products are made based on specific manual skill or art, and may include, but not be limited to, cabinetmaking, painting, pottery, stained glass, upholstery, and woodworking.

MANUFACTURING, FABRICATION – An establishment engaged in the making of a finished product by means of the assembly of standard parts or sections, and may include, but not be limited to, audio/video equipment, boxes, fiberglass materials, hardware, home furnishings, robots, septic tanks, and telephone equipment and supplies.

MANUFACTURING, PROCESSING – An establishment engaged in the making of a finished product by means of changing materials into a different form through a series of actions and may include, but not be limited to, chemical production, fish cleaning and preparation, food products (packaging, canning, bottling, or processing), paint production, and tire production.

MARINA – An establishment with a waterfront location for docking pleasure boats or providing services to pleasure boats and occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, and provisions for food, beverages, and entertainment as accessory uses. Boat docks associated with a private residence shall not be considered a marina.

MEAN LOW WATER – The average height of all low waters recorded at a given place over a 19-year period.

MEAN HIGH WATER – The average height of all high waters recorded at a given place over a 19- year period.

~~**MEAN SEA LEVEL** – The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of the Land Development Code, this term is synonymous with National Geodetic Vertical Datum (NGVD).~~

MEDICAL OFFICE/CLINIC – An establishment where the diagnosis and treatment of human patients occurs without the provision of overnight care facilities and may include, but not be limited to, the services of acupuncture, alcoholism counseling, chiropractor, dental office and clinic, family planning, medical doctor office, mental health clinic, occupational therapist, speech and language pathologist, walk-in medical center, and weight control service.

MEMBERSHIP SIGN – A sign identifying affiliation with a travel club, business association, credit card company, or professional association.

MEMORIAL SIGN – A permanent sign, plaque, inscription, or similar group of symbols recording historical data relating to the construction of the building to which it is affixed.

MINI-WAREHOUSE – A self-service storage facility in a building consisting of individual self-contained units of varying sizes that are leased or owned for the express purpose of the storage of business and household goods, or for contractor's supplies. Such uses shall not include retail

commercial land uses.

MITIGATION – Actions including, but not limited to, restoration, enhancement, or creation of wetlands, required to be taken by a person to off-set environmental impacts of permitted activities.

MOBILE HOME – A manufactured housing unit built on a chassis, subject to all regulations applying thereto, including vehicle registration and title issued by the Florida Department of Motor Vehicles, whether wheels, axles, hitch, or other appurtenances of mobility are removed, and regardless of the nature of the foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle.

MOBILE HOME PARK – A single parcel or tract of land where lots are rented to accommodate mobile homes.

MOBILE HOME SUBDIVISION – A single parcel of land where lots are individually owned.

MOTOR VEHICLE – An automobile, motorcycle, truck tractor and semi trailer combination, or any other vehicle legally operated on the roads of this State, used to transport persons or property, and propelled by power other than muscular power, but not including farm-type tractors, road rollers, such vehicles as run only upon a track, bicycles, or mopeds, in accordance with Chapter 320 of the Florida Statutes.

MOTOR VEHICLE, BOAT SALES – An area used for the display, sale or rental of new or used motor vehicles and boats in operable condition and where no repair work is done.

MOTOR VEHICLE AND BOAT STORAGE FACILITY – Land where the long term parking of motor vehicles and boats is accommodated.

MOTOR VEHICLE DEALER SALES – An establishment for the sale of new or used vehicles together with on premises repair facilities, including paint and body shop.

MOTOR VEHICLE REPAIR FACILITY – An establishment where major mechanical overhaul and repairs, paint and body work, or rebuilding of vehicle components is done.

MOTOR VEHICLE SERVICE CENTER – An establishment engaged in the servicing of motor vehicles allowing over the counter sale and installation of new replacement parts, equipment and accessories, including minor adjustments, oil change, tune-ups, wheel alignment and balancing, tire changing and repair, installation of exhaust systems parts, brake linings, electrical repairs, and the like; where work prohibited shall be engine rebuilding, body service work or repainting, sale of vehicles or the outside storage of same, or the outside storage of parts and equipment other than for temporary display purposes.

MOTOR VEHICLE SERVICE STATION – An establishment primarily engaged in the fueling, servicing, and washing of motor vehicles which may include the sale of refreshments from vending machines, fuel, lubricants, and products necessary to the operation and maintenance of motor vehicles, and may include the sale and installation of accessories, tires, batteries, minor engine tune-ups, wheel balancing and alignment, brake service, but not including major mechanical or body repair or the sale of motor vehicles.

MULTI-TENANT RETAIL – A single structure housing two (2) or more commercial class business which share the same lot, access, and parking facilities and are typically between 125,000 SF

and 400,000 SF. May also be known as a neighborhood center or strip center.

MULTI-TENANT OFFICE – A single structure housing two (2) or more offices which share the same lot, access, and parking facilities.

~~**NATIONAL GEODETIC VERTICAL DATUM (NGVD)** – As corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.~~

NATURAL COMMUNITY – An association of plant and animal species which inhabit and interact within the same environment characterized by certain hydrological, biological, ecological, and chemical qualities.

NON-CONFORMING SIGN – A sign permitted in the City before the adoption of the Land Development Code, that does not conform to the requirements of the Land Development Code. A sign not legally permitted prior to the adoption of the Land Development Code shall not be considered a non-conforming sign.

NURSING HOME – An extended or intermediate care facility which provides full time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. This type of facility shall be licensed by the Florida Department of Health and Rehabilitative Services and meet the criteria, pursuant to Chapter 400 of the Florida Statutes and shall provide nursing services as defined in Chapter 464 of the Florida Statutes. This term may include, but not be limited to the terms extended care facility, intermediate care facility and long-term care facility.

OFFICE – An establishment where services are performed involving predominantly administrative, professional, or clerical operations for a business, government, industry, profession, or service.

OFFICE COMPLEX – Any office development containing two (2) or more tenant spaces that are under common land ownership or that share common property frontage.

OFFICE SUPPLY – An establishment which offers the sale of materials predominately used by the office community and may include, but not be limited to, the sale of accounting and bookkeeping materials, beepers-pagers, business forms, systems, and machines, computer equipment and supplies, inserting and mailing machines, office furniture, and typewriters.

OFFICE/WAREHOUSE FACILITY – An establishment where an office building will provide an attached warehouse to accommodate the office use.

OFF-SITE SIGN - Any combination of structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertising logos, symbol or other form, whether placed individually on a or a V-type, back-to-back, side-to-side, stacked or double-faced display, or bench, designated intended or used to advertise or inform, any part of the advertising message or informative contents of which is visible from any place on the main or traveled way and which sign related in its subject matter or message to offices, products, accommodations, services or activities which are sold, produced available, conducted or rendered at locations together than on the premises where the sign is located. The term does not include an official traffic control sign, official marker, specific information panel erected, or other form of public information caused to be erected or approved by any government upon its property or right-of-way.

ON-SITE SIGN – A sign that identifies or advertises only goods, services, facilities, events, or attractions available on the premises where the sign is located.

OUTPARCEL – A parcel of land generally related to and subdivided from a larger surrounding tract, which contains freestanding structure when developed and is primarily accessed within the surrounding tract.

PENNANT – Any flag like piece of cloth, plastic or paper attached to any staff, cord, building or other structure that hangs loosely for the purpose of attracting attention to the site.

PERSONAL SERVICE – An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail salon, tanning salon, laundry, dry cleaning, retail store, garment service and shoe repair.

PLUMBING HAZARD – Any arrangement of plumbing including piping and fixtures whereby a cross connection is created.

PLUMBING SYSTEM – A system that includes the water distribution pipes; plumbing fixtures and traps; water-treating or water-using equipment; soil, waste, and vent pipes; and building drains; in addition to their respective connections, devices and appurtenances within a structure or premises; and the water service, building sewer and building storm sewer serving such structure or premises.

POLE SIGN – A sign which is supported by one (1) or two (2) poles of no greater than eight (8) inches in diameter and otherwise separated from the ground by air.

PORTABLE SIGN – A sign that has no permanent attachment to a building or to the ground by means of a footing, including but not limited to, an A-frame sign, sign with wheels, pull attachments or hot air or gas filled balloons.

PRINCIPAL USE OF STRUCTURE – The primary use of or structure on any land which is allowed as a permitted use, special exception, or conditional use in the zoning district, or allowed as a continuing nonconforming use under provisions of the Land Development Code.

PROPERTY – Land which is subject of the specific development application.

PUBLIC UTILITY STATION – Equipment and structures necessary for the conducting of service by a publicly owned or regulated agency, and may include, but not be limited to, electric power plants, stations, and substations, gas transfer stations, municipal water system well and tanks, sewage and water treatment plants, buildings and lift stations, and telephone exchanges, and repeater stations.

REAL ESTATE SIGN – A sign erected by the owner, or his agent, advertising the real property where the sign is located for sale, lease or rent.

RECREATIONAL VEHICLE – A vehicular type portable structure without permanent foundation, which can be towed, hauled or driven, and primarily designed as temporary living accommodations for recreational, camping and travel use and may include, but not be limited to, camping trailer, motor home, park model trailer, private motor coach, travel trailer, truck camper, and van conversion. This term shall not include the term mobile home.

REDUCED-PRESSURE-PRINCIPLE-BACKFLOW-PREVENTER – An assembly of differential valves and check valves, including an automatically opened spillage port to the atmosphere, designed to prevent backflow.

RESTAURANT – An establishment where meals are prepared, and food, including beverages and confections, are served to customers, with the food and non-alcoholic beverage sales amounting to at least 51% of the total food sales.

RETAIL HOME BUILDING MATERIALS – An establishment which offers for retail sale materials and equipment for home and garden construction and maintenance, and may include, but be limited to, aluminum, cabinets, caulking material and equipment, garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on the premises in a field or greenhouse.

RETAIL NURSERIES AND GARDEN SUPPLIES – An establishment which offers to the public for retail sale, plants and/or associated materials and may include, but not be limited to, fences, fill material, firewood, gravel, sand, and rock products, lawn and garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on the premises in a field or greenhouse.

RETAIL SALES AND SERVICES – An establishment engaged in the selling of products and service to the public for personal or household consumption, including but not limited to beauty/barber shop, laundry and dry-cleaning store, newsstand/ bookstore, xerographic printing, clothing stores, drug stores, home electronic equipment, food/grocery stores, and sporting goods.

RIPRAP – A retaining wall made to reduce the force of waves as well as to protect a shore from erosion and consists of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions.

ROAD – All roads within the City shall be classified as follows:

- *Local Road* – A route of relatively low traffic volume and travel speed that provides primary access to the majority of individual lots in subdivisions, and connects those lots to the collector or arterial system.
- *Minor Collector Road* – A route that provides primary access to or through a subdivision or subdivisions, and connects those developments to the major collector and arterial system.
- *Major Collector Road* – A route providing service which is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.
- *Minor Arterial Road* – A route which generally interconnects with, and augments, principal arterial routes and provides service to trips of shorter length and a lower level of travel mobility. Such a route would include any arterial not classified as “principal” and containing facilities that place more emphasis on land access than the higher system.

- **Principal Arterial Road** – A route which generally serves the major centers of activity of an urban area, the highest traffic volume corridors, and the longest trip purpose and carries a high proportion of the total urban area travel on a minimum of mileage. Such a route would be integrated, both internally and between major rural connections.

ROOF-MOUNTED – Any appurtenance or equipment attached to any building in such a manner that the height of the appurtenance or equipment exceeds the height of the wall elevation of the structure.

ROOF-SIGN – A sign painted on or affixed to the roof of a building and primarily supported by the roof structure, except fascia signs as defined herein.

SCREEN ENCLOSURE - A building or part thereof, in whole or in part self-supporting, and having walls of insect screening with or without removable vinyl or acrylic wind break panels and a roof of insect screening, plastic, aluminum or similar lightweight material, or other materials and assemblies such as a patio, deck, or the roof of a structure.

SCREEN ROOM – An addition to a structure or integral part of a structure which is enclosed with screen, permitting unobstructed flow of air in and out of the addition. A screen room may have a permanent floor and roof structure integral to the principal structure, however, for purposes of the Land Development Code, no elevation of any wall of the room shall have less than sixty (60) percent open screen area.

SHOPPING CENTER – A group of commercial class businesses built on a site that is planned, developed, and managed as a unit. Shopping centers are typically 400,00 SF or larger.

SHORELINE – A line marking the edge of a body of water.

SIGN – Any letters, numbers, symbols, graphics, pictures, three-dimensional objects, figures or combination thereof which is erected, constructed, placed, attached or painted on a structure or the ground, which identifies, advertises or directs attention to a product, business, institution, place, person or event, and which can be seen from the public right-of-way. When not modified by the terms “structure” or “face” the term “sign” shall include all parts of the sign and its supporting structure.

SIGN, AREA OF – The total surface of a sign including the background and frame but not structural supporting elements outside of its frame. Where a sign is composed of skeleton letters, characters, or symbols applied to a background which is not a structural part of the sign, the area of the sign shall be the smallest rectangle, triangle or circle which will include the display.

SIGN FACE – Any plane, surface, curve or other area containing a sign. The total surface of the sign including the background and frame but not structural supporting elements outside the frame.

SIGN, MONUMENT - Means a freestanding sign in which the enclosed base is a minimum width of one-third the width of the sign and is subject to all other restrictions as applicable elsewhere in this Code.

SIGN, SNIPE – a sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located.

SIGN STRUCTURE – The uprights, supports, braces and framework supporting a sign.

START OF CONSTRUCTION – The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation.

STATE WATER QUALITY STANDARDS – Criteria set forth in Chapter 17-3 of the Florida Administrative Code as the minimum levels of ambient water quality parameters permissible in a water body to protect the designated uses of a water body.

STORY - A building or part thereof, in whole or in part self-supporting, and having walls of insect screening with or without removable vinyl or acrylic wind break panels and a roof of insect screening, plastic, aluminum, or similar lightweight material, or other materials and assemblies such as a patio, deck, or the roof of a structure.

STRUCTURE – That which is built or constructed

SUBSTANTIAL DAMAGE – ~~Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.~~

SUBSTANTIAL IMPROVEMENT – For purposes other than Article 2, Chapter 161, Any any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.
- B. Any alteration of a historic structure provided that the *alteration* will not preclude the structure’s continued designation as a historic structure.

SURGE TANK – The receiving, nonpressure vessel forming part of the air gap separation between a potable and an auxiliary supply.

SWIMMING POOL – Any structure, basin, chamber or tank containing an artificial body of water for swimming, diving, or recreational bathing located in a residential area serving four or fewer living units, having a depth of two (2) feet (610mm) or more at any point as defined in Section

515.25, Florida Statutes, or the body of water is a public pool as defined in Section 514.011, Florida Statutes.

TELECOMMUNICATIONS – The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

TEMPORARY SIGN – Any sign that is used only temporarily and is not permanently mounted. Temporary signs shall include portable signs, as defined in this Chapter.

TENANT – One who is in possession of a premise under title, lease, or rental plan. Such premises, for purposes of the Land Development Code, is referred to as a tenant space.

TRANSPORTATION SERVICE – An establishment which provides transportation for animals, automobiles and other motor vehicles, and persons, and may include, but not be limited to, air ambulance, airport and motel transport, armored car security transport, boat transport, bus line service, horse and pet transport, and limousine service. The parking and storing of vehicles associated with the business shall occur on the premises.

TREE – Any living, self-supporting, woody perennial plant which has a trunk diameter of at least one and one-half (1½) inches.

TREE, HISTORIC – any tree, except undesirable trees, with a DBH height of thirty-six (36) inches or larger.

TREE, SPECIMEN – any tree, except undesirable trees, with a DBH of twenty (20) inches or larger.

TRUCKING TERMINAL – Land or buildings where trucks, including tractor or trailer units, are parked, stored, or serviced (to the extent permitted at a Motor Vehicle Service Center) including the transfer, loading or unloading of goods. A trucking terminal may include facilities for the temporary storage of loads prior to transshipment, and may include, but be limited to, business of armored truck delivery and pick up, freight forwarding, motor freight, and local cartage trucking and parcel shipping.

UNDER CANOPY SIGN – A sign painted on or attached to the underside of a canopy or marquee.

UPLAND NATURAL COMMUNITIES – Lands with some topographic relief which are identified by infrequent inundation by surface water, and soils with high permeability and a low water table, so that xeric types of vegetation are supported in such systems.

USACOE – The United States Army Corp of Engineers.

USED MOTOR VEHICLE PARTS YARD – Land on which inoperative motor vehicles and parts are stored, salvaged, or sold.

UTILITY SHED – An all-weather, permanent or temporary, fixed, or moveable accessory building used for the sole purpose of storage.

VACUUM – Any pressure less than that exerted by the atmosphere.

VACUUM BREAKER, NONPRESSURE TYPE – A vacuum breaker designed so as not to be

subjected to static line pressure.

VACUUM BREAKER, PRESSURE TYPE – A vacuum breaker designed to operate under conditions of static line pressure.

VARIANCE – A grant of relief from the requirements of the Land Development Code which permits construction in a manner otherwise prohibited by the Land Development Code where the specific enforcement would result in unnecessary hardship.

VETERINARY CLINIC – An establishment for the medical and surgical treatment of sick or injured animals, where limited overnight facilities are provided in association with such treatment. This term may include, but not be limited to, veterinarian office, veterinary hospital and animal clinic, but shall not include the term kennel.

WALL SIGN – A sign painted on or affixed to the structural wall of a building, with a sign face approximately parallel to the wall perpendicular to the ground and projecting no more than twelve (12) inches from the wall. The general term “wall sign” shall also include window signs and fascia sign.

WETLAND NATURAL COMMUNITIES – Lands of low topographical relief which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support a prevalence of vegetation typically adopted for life in saturated soil conditions.

WETLANDS – Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adopted for life in saturated soil conditions. The definition includes all contiguous and non-contiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bayheads, bogs, wet prairies, and freshwater marshes.

Dominant wetland vegetation shall be determined as provided in Rule 17-3.022, Florida Administrative Code. In circumstances where the natural boundary of wetland vegetation is unclear, the line of demarcation may be approximated at a surveyed elevation measured at a location in the same wetland where the natural line is clear. In the event an undeveloped area has been recently cleared of all vegetation, the wetland boundary may be determined by a study of the soils, aerial mapping, photography, hydrology, and other historical information as appropriate.

WETLAND VEGETATION – As defined in Rule 17-3.022, Florida Administrative Code.

WHOLESALERS AND DISTRIBUTORS – An establishment engaged in the storage, wholesale, and distribution of manufactured projects, supplies, and equipment, and incidental retail sales, exclusive of bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.

WINDOW SIGN – A permanent sign affixed to, suspended within three (3) feet behind or painted on either face of a window or glass door that leads to the exterior of the building.

YARD – The open space between the primary structure and lot line that may include pavement,

landscaping, accessory structures, or other improvements as allowed by the Land Development Code. The terms front, side and rear yards refer to the yards adjacent to the front, side and rear property lines.

Chapter 161 BUILDING CODES

Article 1 – General.

Sec. 161.010. Building codes.

- A. *In general.* The adopted building codes regulate construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal, demolition, or renovation of any building, structure, or appurtenance and any related mechanical, plumbing, or electrical device or system, within the city.
- B. *Adopted building codes.* The latest edition of the Florida Building Code as adopted pursuant to F.S. § 553.73(1)(a).

(LDC 2022, § 161.010)

Sec. 161.030020. Warranty and liability.

The permitting plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction, its employees or agents shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

(LDC 2022, § 161.030)

Sec. 161.035030. Powers and duties of the building official.

The building official is hereby authorized and directed to enforce the provisions of the Florida Building Code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the Florida Building Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided in the Florida Building Code.

- A. *Requirements not covered by code.* Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.
- B. *Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.* For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the flood resistant construction requirements of ~~section 1612 of~~ the Florida Building Code.
- C. *Notices and orders.* The building official shall issue all necessary notices or orders to ensure compliance with this code.
- D. *Inspections.* The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the

responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

- E. *Right of entry.* Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.
- F. *Modifications.* Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of actions granting modifications shall be recorded and entered in the files of the department of building safety.

(LDC 2022, § 161.035)

Sec. 161.040. Permit required.

Please refer to chapter 1 of the Florida Building Code for provisions pertaining to the requirement of a building permit.

(LDC 2022, § 161.040)

Sec. 161.050. Permit application.

- A. *Application documents.* Application for building and building related permits shall be submitted to the building official or designee. Such submittal shall include the application form as provided by the city, together with all required associated documents and fees depending upon the type of permit being sought as further described as follows:
 - 1. *Building permit.* Applications for permits shall be in accordance with the written policies of the community development department.

(LDC 2022, § 161.050)

Sec. 161.060. Building permit.

- A. *License to proceed.* A permit is simply a license to proceed with the proposed work, and grants no authority to violate, cancel, alter, or set aside any applicable code, regulation, requirement, ordinance or law, regardless of what may be shown or omitted on the permit documents, and regardless of any agreement with any official.
- B. *Fees.* All building permit fees and related fees shall be paid in accordance with the current fee ordinance adopted by the city commission.

(LDC 2022, § 161.060)

Sec. 161.070. Inspections.

- A. *Preliminary inspection.* Before a permit is issued, the building official may examine any building for which an application has been received for a permit to enlarge, alter, repair, move, demolish or a change of occupancy.
- B. *Combination inspections.* The framing, electrical second rough, plumbing second rough and mechanical second rough inspections shall be combined into a combination inspection, whenever possible.

(LDC 2022, § 161.070)

Article 2 – Floodplain Management Code.

Sec. 161.090080. Flood damage prevention.

Section 1. *Administration.*

A. *General.*

1. *Title.* ~~These regulations Sections 161.080, 161.090, 161.100 and 161.110 shall be known as "The Floodplain Management Ordinance Code of the City of Fruitland Park," hereinafter referred to as "this Floodplain Management Code section."~~ References to provisions within the Floodplain Management Code may also be referred to as "this article".
2. *Scope.* The provisions of this ~~Floodplain Management Code section~~ shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land, filling, grading and other site improvements and utility installations, construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings, installation or replacement of tanks, placement of recreational vehicles, installation of swimming pools, and any other development.
3. *Intent.* The purposes of this ~~article section~~ and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - e. Minimize damage to public and private facilities and utilities;
 - f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

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- h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the 44 CFR 59.22.
4. *Coordination with the Florida Building Code.* This Floodplain Management Code section is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
5. *Warning.* The degree of flood protection required by this Floodplain Management Code section and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This Floodplain Management Code section does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 44 CFR 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this.
6. *Disclaimer of liability.* This Floodplain Management Code section shall not create liability on the part of the city commission or by any officer or employee thereof for any flood damage that results from reliance on this Floodplain Management Code section or any administrative decision lawfully made thereunder.
- B. *Applicability.*
1. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
2. *Areas to which this section applies.* This Floodplain Management Code section shall apply to all flood hazard areas within the city, as established in subsection 3 below.
3. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Lake County, Florida and Incorporated Areas flood insurance study for the ~~and incorporated areas~~ dated December 18, 2012, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this Floodplain Management Code section and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the city hall, located at 506 W. Berckman Street, Fruitland Park, Florida 34731.
- a. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to subsection ~~(1)(E)~~ E. of this section, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a state-licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
- i. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this Floodplain Management Code section and, as applicable, the requirements of the Florida Building Code.
- ii. Are above the closest applicable base flood elevation, the area shall be regulated as a special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

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4. *Other laws.* The provisions of this Floodplain Management Code section shall not be deemed to nullify any provisions of local, state or federal law.
 5. *Abrogation and greater restrictions.* This Floodplain Management Code section supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this Floodplain Management Code section and any other ordinance, the more restrictive shall govern. This Floodplain Management Code section shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this Floodplain Management Code section.
 6. *Interpretation.* In the interpretation and application of this section, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the city commission; and
 - c. Deemed neither to limit nor repeal any other powers granted under state statutes.
- C. *Duties and powers of the floodplain administrator.*
1. *Designation.* The city manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
 2. *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this Floodplain Management Code section. The floodplain administrator shall have the authority to render interpretations of this Floodplain Management Code section consistent with the intent and purpose of this Floodplain Management Code section and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this Floodplain Management Code section without the granting of a variance pursuant to subsection ~~(1)(G)~~ G. of this section.
 3. *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - a. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - b. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this section;
 - c. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - d. Provide available flood elevation and flood hazard information;
 - e. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - f. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - g. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this Floodplain Management Code section is demonstrated, or disapprove the same in the event of noncompliance; and

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- h. Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this Floodplain Management Code ~~section~~.
4. *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this Floodplain Management Code ~~section~~ is required.
5. *Modifications of the strict application of the requirements of the Florida Building Code.* The building official shall coordinate with the floodplain administrator to review requests submitted to the building official that seek approval to modify the strict application of the flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to subsection ~~(1)(G)~~ G. of this Floodplain Management Code ~~section~~.
6. *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this Floodplain Management Code ~~section~~.
7. *Inspections.* The floodplain administrator shall make the required inspections as specified in subsection ~~(1)(F)~~ F. of this section for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
8. *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
- a. Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection ~~(1)(C)(4)~~ C. 4. of this section;
 - b. Require that applicants proposing alteration of a watercourse notify adjacent communities and the state division of emergency management, state floodplain management office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the

flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

- d. Review required design certifications and documentation of elevations specified by this ~~section~~ article and the Florida Building Code to determine that such certifications and documentations are complete; and
 - e. Notify the Federal Emergency Management Agency when the corporate boundaries of the city are modified.
9. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this section and the flood-resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ~~section~~ article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this section and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the city hall, at 506 W. Berckman Street, Fruitland Park, Florida 34731.

D. *Permits.*

1. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this section, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permits and approvals. No such permit or approval shall be issued until compliance with the requirements of this ~~section~~ article and all other applicable codes and regulations has been satisfied.
2. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this section for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
3. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulations for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this section:
 - a. Railroads and ancillary facilities associated with the railroad.
 - b. Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

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- f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - i. Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
4. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community development department. The information provided shall:
- a. Identify and describe the development to be covered by the permit or approval.
 - b. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - c. Indicate the use and occupancy for which the proposed development is intended.
 - d. Be accompanied by a site plan or construction documents as specified in subsection (E) of this section.
 - e. State the valuation of the proposed work.
 - f. Be signed by the applicant or the applicant's authorized agent.
 - g. Give such other data and information as required by the floodplain administrator.
5. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this section shall not be construed to be a permit for, or approval of, any violation of this ~~section~~ article, the Florida Building Codes, or any other ordinance of this ~~city~~ community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
6. *Expiration.*
- A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences.
- Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
7. *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ~~section~~ article or any other ordinance, regulation or requirement of this community.
8. *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:
- a. The St. Johns River Water Management District; F.S. § 373.036.

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- b. State department of health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.

~~State department of environmental protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.~~

- c. State department of environmental protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
- d. Federal permits and approvals.

~~9. *Building permits issued on the basis of an affidavit.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits, shall not extend to the flood load and flood-resistant construction requirements of the Florida Building Code.~~

E. *Site plans and construction documents.*

1. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this ~~section~~ article shall be drawn to scale and shall include, as applicable to the proposed development:
 - a. Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations if necessary for review of the proposed development.
 - b. Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection ~~(1)(E)(2) or (3)~~ 1. E. 2. or 3. of this section. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection ~~(1)(E)(2)(1)~~ E. 2. a. of this section.
 - c. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
 - d. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - e. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - f. Existing and proposed alignment of any proposed alteration of a watercourse.
 - h. The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ~~section~~ article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ~~section~~ article.
2. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - b. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use

base flood elevation and floodway data available from a federal or state agency or other source.

- c. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - i. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - ii. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - d. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida state-licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
3. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this ~~section~~ article, the applicant shall have the following analyses signed and sealed by a Florida state-licensed engineer for submission with the site plan and construction documents:
- a. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection ~~(1)(E)(4)~~ E. 4. of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - b. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - c. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection ~~(1)(E)(4)~~ E. 4. of this section.
4. *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a state-licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

F. *Inspections.*

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1. *Generally.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
 - a. *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this ~~section~~ article and the conditions of issued floodplain development permits or approvals.
 - b. *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ~~section~~ article and the conditions of issued floodplain development permits or approvals.
 - i. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a state-licensed professional surveyor; or
 2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection ~~(1)(F)(2)(3)(b)~~ E. 2 c. ii. of this section, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
 - ii. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; ~~such~~ certifications and documentations shall be prepared as specified in subsection ~~(1)(F)(1)(b)(i)~~ F. 1. b. i. of this section.
 - iii. *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ~~section~~ article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

G. *Variances and appeals.*

Flood hazard areas. Pursuant to F.S. § 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the building official for variances to the provisions of section 1612.4 of the Florida Building Code, Building, or, as applicable, the provisions of R322 of the Florida Building Code, Residential. ~~This subsection (1)(G) shall not apply to section 3109 of the Florida Building Code, Building.~~

1. *General.* The city commission shall hear and decide on requests for appeals and requests for variances from the strict application of this ~~section~~ article. Pursuant to F.S. § 553.73(5), the city commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code.
2. *Appeals.* The city commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the

administration and enforcement of this ~~section~~ article. Any person aggrieved by the decision of the city commission may appeal such decision to the Circuit Court, as provided by state statutes.

3. *Limitations on authority to grant variances.* The city commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection ~~(1)(G)(6)~~ G. 6. of this section, the conditions of issuance set forth in subsection ~~(1)(G)(7)~~ G. 7. of this section, and the comments and recommendations of the floodplain administrator and the building official. The city commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ~~section~~ article.
4. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection ~~(1)(E)(3)~~ E. 3. of this section.
5. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building Code, chapter ~~11~~ 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
6. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this section, provided the variance meets the requirements of subsection ~~(1)(G)(3)(a)~~ G. 3. a. of this section, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
7. *Considerations for issuance of variances.* In reviewing requests for variances, the city commission shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ~~section~~ article, and the following:
 - a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - d. The importance of the services provided by the proposed development to the community;
 - e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - f. The compatibility of the proposed development with existing and anticipated development;
 - g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

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- j. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
8. *Conditions for issuance of variances.* Variances shall be issued only upon:
- a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ~~section~~ article or the required elevation standards;
 - b. Determination by the city commission that:
 - i. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - ii. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - iii. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

H. *Violations.*

- 1. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this ~~section~~ article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ~~section~~ article, shall be deemed a violation of this ~~section~~ article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this section or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- 2. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this ~~section~~ article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the persons performing the work.
- 3. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

~~Section 2. Definitions.~~

Sec. 161.090. Definitions.

A. *General.*

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1. *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ~~section~~ article, have the meanings shown in this section 2.
 2. *Terms defined in the Florida Building Code.* Where terms are not defined in this section and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
 3. *Terms not defined.* Where terms are not defined in this section or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

B. *Definitions.*

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ~~section~~ article.

ASCE 24 means a standard titled "Flood-Resistant Design and Construction" that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, Virginia.

Base flood means a flood having a one percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, section ~~1612.2-202~~) The base flood is commonly referred to as the "100-year flood" or the "one percent annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, section ~~1612.2-202~~)

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, section ~~1612.2-202~~.)

Design flood means the flood associated with the greater of the following two areas (also defined in FBC, B, section ~~1612.2-202~~):

- 1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
- 2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. (Also defined in FBC, B, section ~~1612.2-202~~.)

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any building and structure for which the start of construction commenced before September 5, 1984. (Also defined in FBC, B, section ~~1612.2.202.~~)

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 5, 1984.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from (also defined in FBC, B, section ~~1612.2.202.~~):

- 1) The overflow of inland or tidal waters.
- 2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, section ~~1612.2.202.~~)

Flood hazard area means the greater of the following two areas: (Also defined in FBC, B, section ~~1612.2.202.~~)

- 1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.
- 2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, section ~~1612.2.202.~~)

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, section ~~1612.2.202.~~)

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this ~~section~~ article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ~~section~~ article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Also defined in FBC, B, section ~~1612.2.202.~~)

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida state-licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including the Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term "functionally dependent use" does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, chapter 12, Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- 1) *Conditional letter of map revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.
- 2) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- 3) *Letter of map revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- 4) *Letter of map revision based on fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Light-duty truck, as defined in 40 CFR 86.082-2, means any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- 1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- 2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- 3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement,

usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. (Also defined in FBC, B, section ~~1612-2.202.~~)

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle or park trailer. (Also defined in F.A.C. 15C-1.0101.)

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the ~~price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this section, the term "market value" refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), established by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.~~

New construction, for the purposes of administration of this ~~section~~ article and the flood-resistant construction requirements of the Florida Building Code, means structures for which the start of construction commenced on or after September 5, 1984, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 5, 1984.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B, section ~~1612-2.202.~~)

Recreational vehicle means a vehicle, including a park trailer, which is:

- 1) Built on a single chassis;
- 2) 400 square feet or less when measured at the largest horizontal projection;
- 3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- 4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in FBC, B, section ~~1612-2.202.~~)

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. (Also defined in FBC, B, section ~~1612-2.202~~.)

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either: (Also defined in FBC, B, section ~~1612-2.202~~)

- 1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- 2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this ~~section~~ article, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ~~section~~ article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

~~Section 3. — Flood-resistant development.~~

Sec. 161.100. Flood Resistant Development.

A. Buildings and structures.

1. *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to this article subsection (1)(D)(2)(a) of this section, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of subsection ~~(3)(G)~~ G. of this section.
2. *Florida Building Code technical amendments; minimum building elevations.*
 - a. The minimum elevation for buildings within the scope of the Florida Building Code, Building, shall be as specified in ASCE 24, the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.
 - b. The minimum elevation for one- and two-family dwellings and townhouses within the scope of the Florida Building Code, Residential, shall be the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.

B. Subdivisions.

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1. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
 2. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - b. Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection ~~(1)(E)(2)(1)~~ E. 2. or 3. of Sec. 161.080 ~~this section~~; and
 - c. Compliance with the site improvement and utilities requirements of subsection ~~(3)(C)~~ C. of this section.
- C. *Site improvements, utilities and limitations.*
1. *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
 2. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for on-site sewage treatment and disposal systems in F.A.C. ch. 64E-6 and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
 3. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. 62-532.500 and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
 4. *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection E. 3. a. ~~(1)(E)(3)(1)~~ of this section demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
 5. *Limitations on placement of fill.* Subject to the limitations of this section, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to

these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

D. *Manufactured homes.*

1. *Generally.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 and shall comply with the requirements of F.A.C. ch. 15C-1 and the requirements of this ~~section~~ article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
2. *Placement requirements.* In expansions to existing mobile home parks and subdivisions, existing mobile home parks and subdivisions where the repair, reconstruction, or improvement has commenced, and for mobile homes not placed in a mobile home park or subdivision, the following apply:
 - a. Stands or lots to be elevated on compacted fill or on pilings shall have the lowest floor of the mobile home elevated no less than two feet above the base flood level;
 - b. Adequate surface drainage and access for a hauler shall be provided; and
 - c. In the instance of elevation on pilings, lots shall be large enough to permit steps; piling foundations shall be placed in stable soil no more than ten feet apart; and reinforcement shall be provided for pilings more than six feet above the ground level.
3. *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential, section R322.2 and this ~~section~~ article. Foundations for manufactured homes subject to subsection ~~(3)(D)(4)(b)~~ D. 5. b. of this section are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
4. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
5. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus 2 feet. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (3)(D)(4)(a) or (b) of this section, as applicable.~~
 - a. ~~General elevation requirement.~~ Unless subject to the requirements of subsection ~~(3)(D)(4)(b)~~ of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located: outside of a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision upon which a manufactured home has incurred substantial damage as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, section R322.2 (Zone A).
 - b. *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection ~~(3)(D)(4)(a)~~ of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where

~~substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

- ~~i. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential, section R322.2 (Zone A); or~~
- ~~ii. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

6. *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential, section R322.2 for such enclosed areas.
7. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential, section R322.

E. *Recreational vehicles and park trailers.*

1. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - a. Be on the site for fewer than 180 consecutive days; or
 - b. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
2. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection ~~(3)(E)(1)~~ E. 1. of this section for temporary placement shall meet the requirements of subsection ~~(3)(D)~~ D. of this section for manufactured homes.

F. *Tanks.*

1. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
2. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection ~~(3)(F)(3)~~ 3. below of this section shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
3. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
4. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - a. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood: and
 - b. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

G. *Other development.*

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1. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ~~section~~ article or the Florida Building Code, shall:
 - a. Be located and constructed to minimize flood damage;
 - b. Meet the limitations of subsection ~~(3)(C)(4)~~ C. 4. of this section if located in a regulated floodway;
 - c. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - d. Be constructed of flood damage resistant materials; and
 - e. Have mechanical, plumbing, and electrical systems above the design flood elevation, or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electrical code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.
 2. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection ~~(3)(C)(4)~~ C. 4. of this section.
 3. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection ~~(3)(C)(4)~~ C. 4. of this section.
 4. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection ~~(3)(C)(4)~~ C. 4. of this section. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection ~~(1)(E)(3)(3)~~ C. 4. of this section.

(LDC 2022, § 161.090)

Sec. 161.220. Specific standards.

~~A. Requirements.~~ In all areas of special flood hazard where base flood elevation data has been provided, the following provisions are required:

- ~~1. Residential construction.~~ New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation.
- ~~2. Nonresidential construction.~~ New construction or substantial improvement of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, elevated no lower than two feet above the level of the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that all areas of the structure below the required elevation is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this section are satisfied.
- ~~3. Mobile homes.~~ Expansions to existing mobile home parks and subdivisions, existing mobile home parks and subdivision where the repair, reconstruction, or improvement has commenced; and mobile homes not placed in a mobile home park or subdivision require:

-
- ~~d. Stands or lots to be elevated on compacted fill or on pilings so that the lowest floor of the mobile home will be elevated no less than two feet above the base flood level;~~
 - ~~e. Adequate surface drainage and access for a hauler be provided; and~~
 - ~~f. In the instance of elevation on pilings, lots large enough to permit steps; piling foundations placed in stable soil no more than ten feet apart; and reinforcement provided for pilings more than six feet above the ground level.~~

~~(LDC 2022, § 161.220)~~

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 # **01254654** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

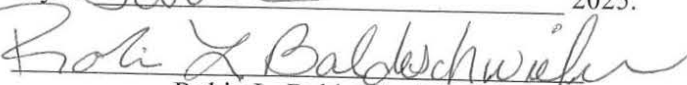
JUNE 9, 2025

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

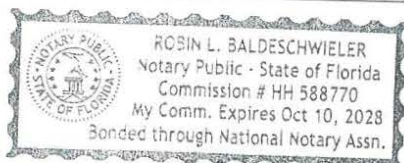
published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither 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 12
day of June 2025.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING

The City of Fruitland Park will consider Ordinance 2025-017 at the following public hearings:

- **Planning & Zoning:** June 19, 2025 at 6:00 pm or as soon thereafter as possible
- **Fruitland Park City Commission** on July 10, 2025 and July 24, 2025 beginning at 6:00 p.m. or as soon thereafter as possible.

The public hearings will be held at the Commission Chambers in City Hall located at 506 W. Berckman Street, Fruitland Park, Florida. The title of the ordinance that will be heard at the public hearings is as follows:

ORDINANCE 2025-017

AN ORDINANCE BY THE CITY OF FRUITLAND PARK, FLORIDA AMENDING THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE CHAPTER 151 - DEFINITIONS AND CHAPTER 161 - BUILDING CODES TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO TRANSIT TO THE FLORIDA BUILDING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public between the hours of 8:00 am to 5:00 p.m., Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings in person and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and that, for such purpose, he or she may need to 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 in accordance with s.286.0105, F.S.

In accordance with the provisions of the Americans with Disabilities Act (ADA) and Florida Statute 286.26, persons with disabilities needing special accommodation to participate in this proceeding must contact the City Clerk's Office no later than 48 hours prior to the meeting.

*City Clerk's Office

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5b**

ITEM TITLE: RESOLUTION 2025-034 – APPROVING THE 7th AMENDMENT TO INTERLOCAL AGREEMENT WITH LAKE COUNTY FOR JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK

MEETING DATE: Thursday, July 24, 2025

DATE SUBMITTED: July 16, 2025

SUBMITTED BY: city manager/city attorney/parks & recreation director

BRIEF NARRATIVE:

On December 16, 2016, the City of Fruitland Park entered into an Interlocal Agreement with Lake County for the joint development of a soccer field at Northwest Lake Community Park. The agreement has since been amended six times to extend its term and provide additional funding, all of which has been completed.

The City requested a seventh amendment to extend the agreement through FY 2025, and secure \$100,000 in additional funding for a new PA system and for reconstruction of the softball and t-ball fields, including new clay, irrigation, and artificial turf. Lake County included this funding in its FY 2025 infrastructure sales surtax budget and its FY 2025-2029 Capital Improvement Plan.

The seventh amendment expands the project scope and increase the County's total reimbursement cap from \$500,000 to \$600,000. Upon completion of the project, the City will receive the eighth payment of \$100,000, contingent upon timely submission of required documentation. Reimbursements will not exceed actual eligible expenses.

FUNDS BUDGETED: N/A

ATTACHMENT 1. Resolution 2025-034
2. Interlocal Agreement with redline and strikethrough

RECOMMENDATION: Recommend Approval of Resolution 2025-034

ACTION: Approve or Deny Resolution 2025-034

RESOLUTION 2025-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK THAT PROVIDES AN ADDITIONAL \$100,000 IN FUNDING FOR IMPROVEMENTS OF THE PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland owns and operates Northwest Lake Community Park, located at 200 Shiloh Street, Fruitland Park, Florida (hereinafter referred to as the "Park"); and

WHEREAS, on December 20, 2016, the City of Fruitland Park and the Lake County entered into an Interlocal Agreement regarding the Joint Development of a Soccer Field at the Northwest Lake Community Park ("Interlocal Agreement") which has been previously amended on February 27, 2018, June 5, 2018, March 20, 2020, October 28, 2020, November 16, 2021 and March 14, 2023; and

WHEREAS, the City has requested to amend the Interlocal Agreement for a seventh time to increase the contribution amount from Lake County in order to provide for the construction of additional improvements at the Northwest Lake Community Park, including installation of a new PA system, reconstruct the softball and t-ball field at the Park to include new clay, irrigation, and artificial turf for softball infield; and

WHEREAS, the County has included funds in the amount of \$100,000 as part of its FY 2025 budgeted infrastructure sales surtax funds for improvement of the Park; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Seventh Amendment to the Interlocal Agreement with Lake County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Seventh Amendment to Interlocal Agreement between Lake County, Florida and the City of Fruitland Park Regarding Joint Development of a Soccer Field at Northwest Lake Community Park, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Seventh Amendment to Interlocal Agreement.

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 24th day of July, 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 Williams	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

**SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK
REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT
NORTHWEST LAKE COMMUNITY PARK**

This is a Seventh Amendment to an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the “COUNTY”), and the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “CITY”).

WITNESSETH:

WHEREAS, the CITY owns and operates Northwest Lake Community Park, located at 200 Shiloh Street, Fruitland Park, Florida 34731 (Alternate Key Nos. 2683538 and 3857646) (hereinafter referred to as the “Park”); and

WHEREAS, on December 20, 2016, the CITY and the COUNTY entered into an Interlocal Agreement regarding the Joint Development of a Soccer Field at the Northwest Lake Community Park (“Interlocal Agreement”); and

WHEREAS, the CITY has constructed improvements to the Park pursuant to the Interlocal Agreement, as subsequently amended, and desires to construct additional improvements to the Park to be funded in part by contributions of funds from the COUNTY as described in the Interlocal Agreement, as amended (collectively hereinafter referred to as the “Project”); and

WHEREAS, on February 27, 2018, the CITY and the COUNTY entered into an Amendment to the Interlocal Agreement providing for an extension of time for the construction of the soccer field (“First Amendment”); and

WHEREAS, on June 5, 2018, at the request of CITY, the Interlocal Agreement was amended by the Parties to extend the term and provide additional funding to CITY for CITY to purchase and install sports lighting for the newly constructed soccer field at the Park (“Second Amendment”); and

WHEREAS, on March 20, 2020, at the request of CITY, the Interlocal Amendment was amended by the Parties to extend the term and provide additional funding to CITY for CITY to install concrete walkways, bleacher pads, handicap accessible parking and complete other ancillary concrete work needed at the Park (“Third Amendment”); and

WHEREAS, on October 28, 2020, at the request of the CITY, the Interlocal Agreement was amended by the Parties to extend the term and provide additional funding to CITY for CITY to provide accessibility features and install concrete pads and walkways at the Park (“Fourth Amendment”); and

WHEREAS, on November 16, 2021, at the request of the CITY, the Interlocal Agreement was amended by the Parties to extend the term and provide additional funding to CITY for CITY to construct restrooms at the soccer fields located at the Park (“Fifth Amendment”); and

WHEREAS, on March 14, 2023, at the request of the CITY, the Interlocal Agreement was amended by the Parties to extend the term and provide additional funding to CITY for CITY to construct

SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK REGARDING IMPROVEMENTS TO NORTHWEST LAKE COMMUNITY PARK

additional improvements to the Park, including a concrete sidewalks to the previously installed restroom, storage shed, shade structure, water fountains, and site finishings ("Sixth Amendment"); and

WHEREAS, the work provided for under the Interlocal Agreement and the First through Sixth Amendments has been completed by the CITY and COUNTY has made payment to CITY under the terms of the Interlocal Agreement, as amended; and

WHEREAS, the CITY has requested the COUNTY extend the Interlocal Agreement through fiscal year 2025 and provide additional funding in the amount of one-hundred thousand dollars (\$100,000) to CITY for CITY to install a new PA system and to reconstruct the softball and t-ball field at the Park, to include new clay, irrigation, and artificial turf for softball infield (hereinafter, "Seventh Amendment"); and

WHEREAS, the COUNTY has included funds in the amount of \$100,000 as part of its FY2025 budgeted infrastructure sales surtax funds for the improvement of the Park; improvements to the Park are also included in the COUNTY'S Five-Year Capital Improvement Plan (FY25-29); and

WHEREAS, use of infrastructure sales surtax funds for the purposes of improving parks is an allowable use of funds under Section 13-1, Lake County Code, and Section 212.055(2), Florida Statutes; and

WHEREAS, this Seventh Amendment to the Interlocal Agreement expanding the scope of the Project and providing for additional funds is mutually beneficial to the Parties and is in the best interests of the residents of Lake County and Fruitland Park.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the Parties agree as follows:

1. **Legal Findings.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Seventh Amendment upon adoption hereof.

2. **Amendment.** The Interlocal Agreement, as previously amended, is hereby amended as follows:

A. **Section 2, *Obligations of COUNTY and CITY.***, is hereby amended as follows to allow for additional Park improvements by the CITY and an eighth payment by COUNTY upon completion of the additional improvements by CITY:

Section 2. Obligations of COUNTY and CITY.

A. The COUNTY agrees to reimburse the CITY for a portion of the cost of the Project. The COUNTY's total funding reimbursement shall not exceed ~~Five Hundred Thousand Dollars (\$500,000.00)~~ **Six Hundred Thousand Dollars (\$600,000.00)**, which shall be provided in ~~seven~~ eight payments as specified herein.

1. The first payment in the amount of Fifty Thousand Dollars (\$50,000.00) shall be provided between October 1, 2017, and September 30, 2018, and the second payment in the same amount (\$50,000.00) shall be provided on or before September 30, 2019.

**SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK
REGARDING IMPROVEMENTS TO NORTHWEST LAKE COMMUNITY PARK**

2. The third payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be provided after installation by the CITY of sports lighting at the Park. Upon completion of the installation of the sports lighting the CITY will notify the COUNTY and if the lighting is installed to the satisfaction of the COUNTY, the COUNTY agrees to make the third payment.

3. The fourth payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be provided after installation by the CITY of concrete walkways and bleachers pads, other ancillary concrete work, and handicap accessible parking at Northwest Lake Community Park. Upon completion of the installation of the concrete walkways and bleachers pads, other ancillary concrete work, and handicap accessible parking, the CITY will notify the COUNTY and if installed to the satisfaction of the COUNTY, the COUNTY agrees to make the fourth payment.

4. The fifth payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be provided after installation by the CITY of the concrete walkways, fencing along the perimeter of the field and landscaping, including sod, plantings and ground cover. Upon completion of this work, the CITY will notify the COUNTY and if completed to the satisfaction of the COUNTY, the COUNTY agrees to make the fifth payment.

5. The sixth payment totaling One Hundred Fifty Thousand Dollars (\$150,000.00) will be provided after purchase and installation of restroom facilities on the soccer field site. Upon completion of this work, the CITY will notify the COUNTY and if completed to the satisfaction of the COUNTY, the COUNTY agrees to make the sixth payment.

6. The seventh payment totaling One Hundred Thousand Dollars (\$100,000.00) will be provided after purchase and installation of a concrete perimeter for the new restroom facility to include connection to existing sidewalk, a storage shed for mowers and maintenance equipment, a shade structure for bleachers, and two water fountains and site furnishings. Upon completion of this work, the CITY will notify the COUNTY and if completed to the satisfaction of the COUNTY, the COUNTY agrees to make the seventh payment.

7. The eighth payment, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), will be provided to the CITY by the COUNTY after CITY has completed the installation by the CITY of a new PA system and the reconstruction of the softball and t-ball fields, to include new clay, irrigation, and artificial turf for the softball infield, at the Park. Upon completion of all improvements, the CITY will notify the COUNTY and if the improvements are completed to the satisfaction of the COUNTY, along with the supporting documentation required herein, the COUNTY agrees to make the eighth payment.

B. Funding payments made to the CITY by the COUNTY shall be subject to the following terms and conditions:

1. The CITY shall submit to the COUNTY an approved Park Master Plan for the Project prior to beginning construction on the Project.

2. The CITY shall submit requests for reimbursement to the COUNTY accompanied by documentary evidence of the CITY's expenditures incurred through construction of the Project. Such documentary evidence shall include a detailed description of the services provided, proof that payment has been made to all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the Project, as well as acceptance and approval of such labor, materials or equipment from an authorized CITY representative. Under no circumstances shall the requests for reimbursement be submitted to the COUNTY in advance of the delivery and acceptance of the services. Funds reimbursed by COUNTY will not exceed actual reimbursement eligible expenses incurred by CITY.

3. Within thirty (30) days of receipt of the request for reimbursement and the accompanying documentary evidence, the COUNTY shall provide reimbursement to the CITY subject to the terms and conditions contained herein.

4. The time of payment and the amount of funds reimbursable to the CITY by the COUNTY at any one time during the term of this Agreement is directly dependent on the costs incurred by the CITY for the Project as evidenced by the corresponding documentation specified in paragraphs B.(1.) and B.(2.) above. Notwithstanding the foregoing, in no event shall the COUNTY be obligated to reimburse to the CITY total monies in excess of ~~Five Hundred Thousand Dollars (\$500,000.00)~~Six Hundred Thousand Dollars (\$600,000.00).

5. The CITY shall comply with all of the terms and conditions of this Agreement.

B. Section 3, *Expenditure of Funds by CITY*., is hereby amended as follows to provide timeframes for the CITY'S completion of the additional Park improvements and payment of the eighth payment by COUNTY upon completion of the additional improvements by CITY:

Section 3. Expenditure of Funds by the CITY. The CITY understands and agrees that the COUNTY shall only provide reimbursement for costs incurred by the CITY:

1. On or before August 31, 2018, for the **first** payment of up to Fifty Thousand Dollars (\$50,000.00);
2. On or before August 31, 2019, for the **second and third** payment of up to One Hundred Thousand Dollars (\$100,000.00), for the purposes enumerated herein;
3. On or before December 31, 2020, for the **fourth** payment of up to Fifty Thousand Dollars (\$50,000.00), for the purposes enumerated herein;
4. On or before December 31, 2021, for the **fifth** payment of up to Fifty Thousand Dollars (\$50,000.00), for the purposes enumerated herein;
5. On or before August 31, 2023, for the **sixth** payment of up to One Hundred Fifty Thousand Dollars \$150,000.00, for the purposes enumerated herein;
6. On or before August 31, 2025, for the **seventh** payment of up to One Hundred

**SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK
REGARDING IMPROVEMENTS TO NORTHWEST LAKE COMMUNITY PARK**

Thousand Dollars \$100,000.00, for the purposes enumerated herein; and

7. On or before August 31, 2026, for the **eighth** payment of up to One Hundred
Thousand Dollars \$100,000.00, for the purposes enumerated herein.

Provision of reimbursement for costs incurred beyond those enumerated herein is a
COUNTY prerogative and not a right of the CITY. Any change or expansion in the scope
of improvements to the Park by CITY; extension for completion of improvements by CITY
and reimbursement by COUNTY; or increase in reimbursement funding under this
Agreement shall be in writing and fully executed by the Parties, with the same formality
and of equal dignity herewith.

Section 3. Effect of Amendment. This Seventh Amendment shall be effective immediately upon execution by both Parties hereto. All other provisions of the Interlocal Agreement and prior amendments not specifically amended above, will remain in full force and effect unless otherwise formally amended by the Parties. To the extent that this Seventh Amendment conflicts with the Interlocal Agreement, this Seventh Amendment will govern.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and City of Fruitland Park, through its Mayor.

COUNTY

LAKE COUNTY, FLORIDA, through its
Board of County Commissioners

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This _____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh
County Attorney

**SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK
REGARDING IMPROVEMENTS TO NORTHWEST LAKE COMMUNITY PARK**

CITY

CITY OF FRUITLAND PARK, FLORIDA

Christopher Cheshire, Mayor

This ____ day of _____, 2025.

ATTEST:

Gwendolyn Keough-Johns, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5c**

ITEM TITLE: **Resolution 2025-054 Approval of Agreement with Sky Elements for a Drone Show.**

MEETING DATE: July 24, 2025

DATE SUBMITTED: July 15, 2025

SUBMITTED BY: city manager/city attorney/parks & recreation director

BRIEF NARRATIVE: **Resolution 2025-054** Approves an agreement to allow a drone show as part of the city's 100th anniversary celebration activities.

During the budget process, the city commission authorized funding for several special events throughout the year related to the city's 100th anniversary. As part of those festivities, the city will celebrate its 100th birthday on September 12, at Veteran's Memorial Park. The day will be a big birthday party with the finale being a drone show.

The agreed terms are that the city will pay a Sky Elements \$34,998 with a 55% deposit (\$19,248.90) immediately upon execution of the agreement, with a final payment to be secured at a date after the satisfactorily executed, agreed upon display (\$15,749.10). This is a mutually beneficial agreement for both sides, as Sky Elements are paid a fair wage to execute their services for the city's residents, and Fruitland Park gets an attractive headlining display for our event on September 12, 2025.

FUNDS BUDGETED: Yes

ATTACHMENTS: Resolution 2025-054, Sky Elements Agreement

RECOMMENDATION: Approval of resolution

ACTION TO BE TAKEN: **Approve Resolution 2025-054**

RESOLUTION 2025-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN SKY ELEMENTS, LLC, AND THE CITY OF FRUITLAND PARK FOR A DRONE SHOW DISPLAY IN THE AMOUNT NOT TO EXCEED \$34,998.00; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park desires to contract with Sky Elements, LLC, a Texas limited liability company for a drone display to be provided within the City on September 12, 2025; and

WHEREAS, the City of Fruitland Park desires to enter into and approve the Agreement with Sky Elements, LLC setting forth the terms and conditions of the services Sky Elements, LLC will provide.

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

Section 1. The City Commission approves the Agreement between the City of Fruitland Park, Florida and Sky Elements, LLC in the amount not to exceed \$34,998.00. A copy of the Agreement is attached hereto.

Section 2. The mayor is authorized to sign the contract.

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

Chris Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

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

First Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



This Agreement is made this the 30th day of June, 2025, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell TX 75019, and hereinafter referred to as **“Sky Elements”** and City of Fruitland Park hereinafter referred to as “Customer.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

1. **Drone Display(s):** Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “Display(s)” The Display(s) will be conducted in accordance with the following specifications:

Display Date(s): 09/12/2025

Drone Count: 200

Display Length: Minimum of 10 minutes Up to 12 minutes

Display(s) Location: 907 W Miller St, Fruitland Park, FL 34731

Commented [AGC1]: How long is the show? That should be included in the contract.

Commented [AGC2R1]: Recommend adding a minimum as well, such as Up to 12 minutes but no less than ___ minutes.

2. **Payment Terms.** Customer shall pay Sky Elements \$ 34,998. Customer shall submit a 55 % deposit immediately upon execution of this Agreement. The balance remaining for each display(s) will be paid to Sky Elements day of the scheduled Display. Customer shall pay the Invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before on the Display date could potentially delay the scheduled Display. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its sole discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its sole discretion, Sky Elements’ Pilot in Command (“PIC”) may halt the display. The PIC may resume the Display(s) if the PIC determines that safe conditions are restored.
4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2023-02319 (“**Waiver**”). Customer represents that nothing in this Agreement shall obligate Sky Elements to exceed or violate the terms of the Waiver.

5. **Customer's Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted. The Safe Operating Area will be mutually agreed on by both parties in advance to the Display.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation ("Participating Persons") are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer's employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the Display(s) (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not

directly caused by Sky Elements or its personnel, Sky Elements may cancel the Display(s) and any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 5(a) is required, Sky Elements will provide Customer a full refund of any amounts Customer paid to Sky Elements at the time of cancellation, or at Customer's option, reschedule the Display to a future date agreed to by the Parties in writing at no additional cost to Customer.

- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s), the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred.
- c) If Customer cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Display(s), the cancellation fee will be 75% of the full Invoice price.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s), the Customer shall pay Sky Elements the total amount of the Invoice.

7. **Indemnification.**

- a) Customer shall defend, indemnify, and hold harmless Sky Elements, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Customer under this Agreement; 2) Customer's gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Customer of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Customer's conduct under this Agreement.
- b) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements' gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements' conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to Agreement for or bind the other Party.

9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not),

trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “**Intellectual Property Rights**”) in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements.

10. **Confidential Information.**

- a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.
- b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party’s sole discretion.
- c) Under this Agreement, “**Confidential Information**” includes, but is not limited to, Sky Elements’ operating procedures, operations manuals, and any documents marked “Confidential.”
- d) The Parties shall be entitled to injunctive relief for any violation of this Section.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement (“Right”) is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.

14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.

17. **Force Majeure.** If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** Each party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in a court of the State of Florida in Lake County. Each party further accepts for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.
19. **Form of Written Notice.** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
21. **FAA Approvals and Authorizations.** Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s).
22. **Representation and Warranty.**
- a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - b) In the event of a materially defective Display, being a display that is performed material different than the rendering or missing more than ten percent of the drones in the Display(s), Sky Elements shall, in its sole discretion, either:
 - i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the price of the Display at the pro rata Agreement rate. ~~the~~ The "pro

rata Agreement rate” shall mean a price adjustment proportionate to the number of drones missing from the Display relative to the number of drones originally contracted.

- c) The remedies set forth in this section shall be Customer’s sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

23. **Insurance:** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance naming Customer as certificate holder. All entities listed on the certificate will be deemed an additional insured per this Agreement.

24. **Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer (Subject to the terms and conditions of this Agreement) Sky Elements hereby grants Customer “Licensee” a non-exclusive, non-transferable, revocable, limited license to use the Licensed Material solely for the purpose of promoting the specific upcoming Sky Elements drone show within a period of one (1) year from the Effective Date of this Agreement. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute, sublicense, sell, or create derivative works based on the Licensed Material without prior written consent from Sky Elements. Licensee shall maintain the integrity of the Licensed Material and shall not use it in a manner that discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the Licensed Material. Any rights not expressly granted herein are reserved by Sky Elements.

26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this

Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.

27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier or by first-class mail with return receipt requested.

Sky Elements
ATTN: Preston Ward
preston@skyelementsdrones.com
(817) 538-3207
820 W Sandy Lake Rd. Suite 200
Coppell, TX 75019

Customer:

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY: _____

Date: _____

Preston Ward, Manager / General Counsel

CUSTOMER

BY: _____

Date: _____

Printed Name: _____

Company: _____

Title: _____

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5d**

ITEM TITLE: **RESOLUTION 2025-052 – APPROVING RIGHT OF WAY DEDICATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS RELATING TO SUNSET WAY**

MEETING DATE: Thursday, July 24, 2025

DATE SUBMITTED: July 16, 2025

SUBMITTED BY: city manager/city attorney/public works director

BRIEF NARRATIVE: Sunset Way is currently a gravel road that experiences washouts and poses issues with trash pickup. At present, the City does not have sufficient right of way to make necessary improvements to Sunset Way or to install a sewer line.

Seven property owners along Sunset Way have expressed willingness to dedicate 10 feet of right-of-way, in consideration for the City to construct a 2-inch force main along Sunset Way from Pennsylvania Avenue to S Dixie Avenue. The additional right-of-way will also allow the City and/or the CRA to plan for future improvements to Sunset Way.

The property owners agree to connect their properties to the City's wastewater utility and agree to dedicate right-of-way to the City along Sunset Way, in exchange for the City running a sewer force main at the City's expense, to the intersection of Sunset Way and CR 25A a/k/a Dixie Avenue.

FUNDS BUDGETED: **N/A**

ATTACHMENT

1. Resolution 2025-052
2. Copies of Warranty Deeds
3. Copies of Right-of-Way Dedication Agreements

RECOMMENDATION: Recommend Approval of Resolution 2025-052

ACTION: **Approve or Deny Resolution 2025-052**

RESOLUTION 2025-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING RIGHT-OF-WAY DEDICATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS RELATING TO SUNSET WAY; ACCEPTING WARRANTY DEEDS CONVEYING REAL PROPERTY ALONG SUNSET WAY TO THE CITY OF FRUITLAND PARK FOR RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; DIRECTING THE CITY MANAGER OR DESIGNEE TO RECORD THE WARRANTY DEEDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sunset Way is currently a gravel road that experiences washouts, and poses issues with trash pickup; and

WHEREAS, the City does not have sufficient right of way to make improvements to Sunset Way or install a sewer line; and

WHEREAS, owners of seven properties on Sunset Way are willing to deed 10 feet of right-of-way along Sunset Way as consideration for the City constructing a 2-inch force main along Sunset Way from Pennsylvania Avenue to S. Dixie Avenue; and

WHEREAS, with additional right-of-way the City and/or the CRA can plan for improvements of Sunset Way; and

WHEREAS, Halff and Associates, Inc., at the Commission's direction, prepared legal descriptions with sketch of descriptions for each of the seven parcels which is needed for transfer of title; and

WHEREAS, the property owners each executed a Right-of-Way Dedication Agreement and Warranty Deed conveying real property to the City for right-of-way purposes; and

WHEREAS, the City Commission finds that it serves a municipal purpose to approve the Agreements and accept each warranty deed conveying title of property to the City for additional right-of-way of Sunset Way.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The below listed agreements, copies of which are on file with the City Clerk, are approved:

- Right-of-Way Dedication Agreement dated June 1, 2025 executed by Terry F. and Rachel A. Ross
- Right-of-Way Dedication Agreement dated June 4, 2025 executed by Clint C. Ross
- Right-of-Way Dedication Agreement dated May 28, 2025 executed by Daniel R. Dicus
- Right-of-Way Dedication Agreement dated June 18, 2025 executed by Larry W. Blevins and Carrie C. Ross

Section 2. The below described Warranty Deeds, copies of which are attached hereto, are accepted by the City:

- Warranty Deed dated June 2, 2025 from Terry F. and Rachel A. Ross
- Warranty Deed dated June 4, 2025 from Clint C. Ross
- Warranty Deed dated May 28, 2025 from Daniel R. Dicus
- Warranty Deed dated June 18, 2025 from Larry W. Blevins and Carrie C. Ross

Section 3. The Commission authorizes the Mayor to execute the Agreements.

Section 4. The Commission directs the City Manager or designee to record the Warranty Deeds in the public records of Lake County, Florida.

Section 5. 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 24th day of July, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

SEAL

GWEN JOHNS, CITY CLERK

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Raysin	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Williams	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

Prepared by:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 4 day of June, 2025 by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation (hereafter "CITY"), and **CLINT C. ROSS**, a married man ("OWNER") whose mailing address is 208 Forest St., Fruitland Park, FL 34731.

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes; and

WHEREAS, OWNER owns real property located at xxx Sunset Way, Fruitland Park, Florida, identified as Lake County Parcel ID 09-19-24-1200-00B-01400 (the "Property") within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, OWNER desires to connect the Property to the CITY'S wastewater utility and agrees to dedicate right-of-way to the CITY for all properties owned by OWNER on Sunset Way in exchange for the CITY running the sewer force main at the CITY'S expense to the intersection of Sunset Way and CR 25A a/k/a Dixie Avenue; and

WHEREAS, the City Commission authorized Halff to prepare sketch of descriptions of the right-of-way to be dedicated by OWNER and other property owners, and Halff has completed the sketch of descriptions; and

WHEREAS, the undersigned represent that it has the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following properties located in Fruitland Park, Lake County, Florida described in Exhibit "A" hereto.

SECTION 3. CITY OBLIGATIONS. CITY will, at its expense, design, permit, and construct a sewer force main from a location determined by the CITY to the intersection of Sunset Way and CR25A a/k/a Dixie Ave. Connection to the CITY'S wastewater utility via this sewer force main may be made at any time in coordination with the CITY.

SECTION 4. OWNER'S OBLIGATIONS. OWNER will convey via warranty deed right-of-way for Sunset Way as more particularly described and depicted in Exhibit "B" hereto.

SECTION 5. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above described Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 6. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Property and shall be binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Property, whether by, through, under or against OWNER or any of OWNER's heirs, estates, successors, and assigns.

SECTION 7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the CITY'S construction of the sewer force main and OWNER'S dedication of right-of-way to the CITY for Sunset Way, and it supersedes all prior understandings or agreements between the parties relating to the said matters.

SECTION 8. COMPLIANCE. Both parties agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve OWNER of the necessity of complying with duly enacted and uniformly applied laws governing said permitting requirements, conditions, terms, restrictions or other requirements not in conflict with the express terms of this Agreement determined to be necessary by the local government for the public health, safety or welfare of its citizens.

SECTION 9. WAIVER; MODIFICATION. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

SECTION 10. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue shall be in Lake County, Florida.

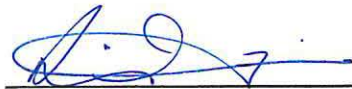
SECTION 11. ATTORNEY'S FEES. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistance fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

SECTION 12. PERFORMANCE. Time is of the essence in the performance of this Agreement.

SECTION 13. TITLE. OWNER does hereby covenant that OWNER is lawfully seized and possessed of the properties described in Exhibit "B" subject to no mortgages or encumbrances, and that it has good and lawful right to convey said properties without the joinder and consent of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

WITNESSES:



(Signature of Witness)

PRINTED: Riketta McGuire

Address: 31235 Saunders Cir.
Tavares, FL 32778



(Signature of Witness)

PRINTED: Sarah Cochran

Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731

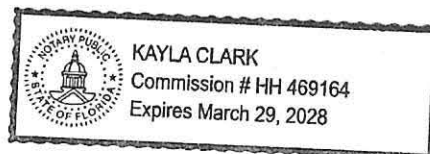
STATE OF FLORIDA

COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 4th day of June, 2025, by Clint C. Ross, who is [☒] personally known to me or [X] has produced _____ as identification.



Kayla Clark
(NAME: Printed, Typed or Stamped)



CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA,

By: _____
Mayor Chris Cheshire

Attest:

Gwen Johns, City Clerk

SEAL

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT "A"
(Property)

Property Address: xxx Sunset Way, Fruitland Park, 34731

Parcel Id: 09-19-24-1200-00B-01400

Alt Key No. 3854556

Lot 14, Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida.

EXHIBIT "B"

See attached Sketch of Description

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 14, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 516 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5399, PAGE 2402, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	NO.	NUMBER
ALT	ALTERNATE	ORB	OFFICIAL RECORDS BOOK
AVE	AVENUE	PB	PLAT BOOK
BLK	BLOCK	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY

DRAFT

DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043866.135 PHASE 100
ACAD FILE	043866.135 Sunset 10FT RW AK 3854556.dwg
DATE	08/19/2024
CHECKED BY:	SMO
DRAWN BY:	TRS
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION

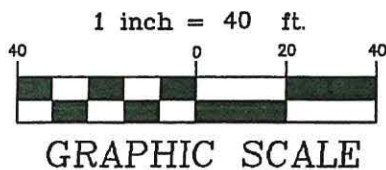
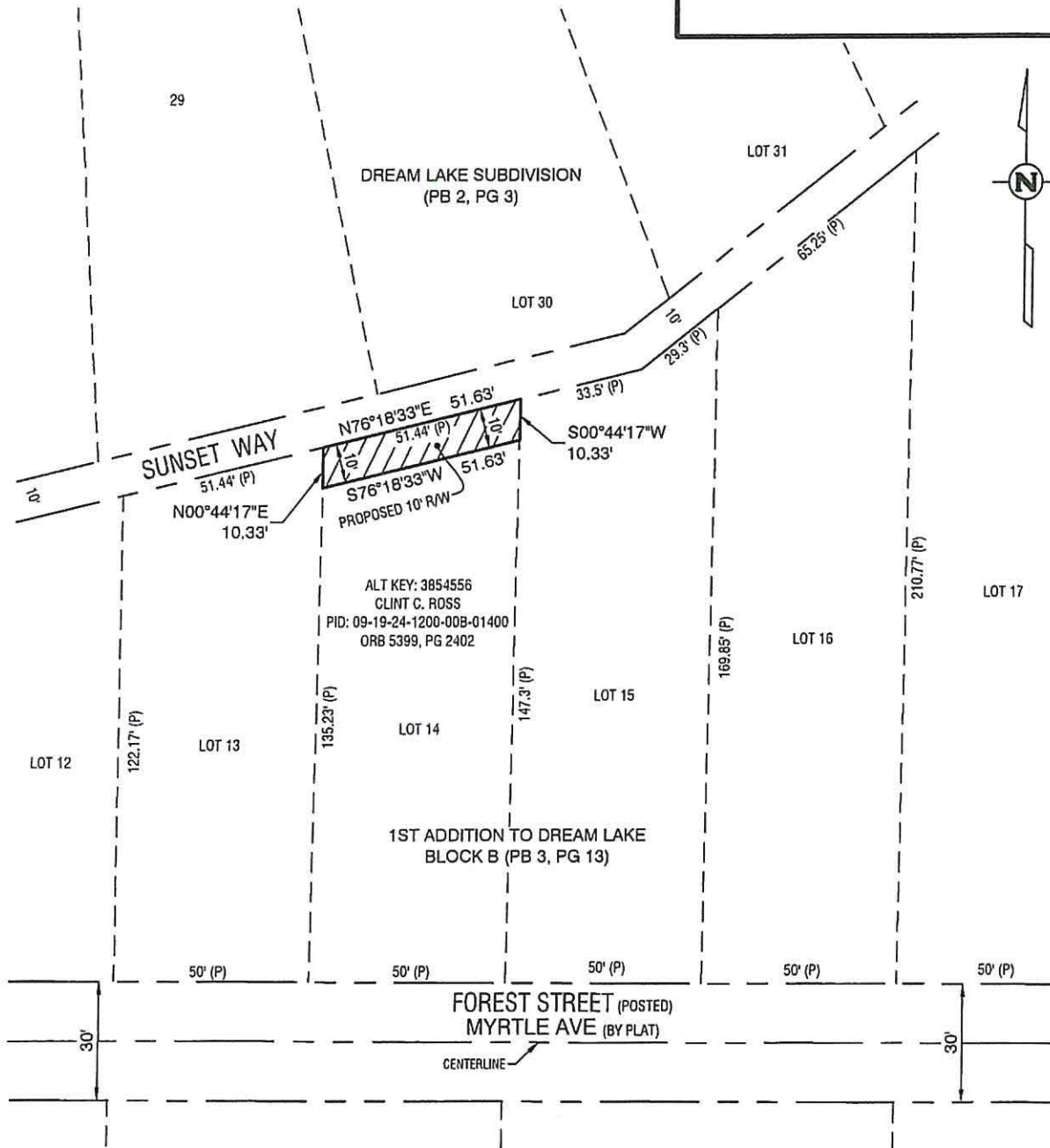
IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 3854556
10 FEET ADDITIONAL R/W

halff

902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 2 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043666.135 PHASE 100
ACAD FILE	043666.135 Sunset_10FT RW AK 3854556.dwg
DATE	08/16/2024
DRAWN BY:	TRG
CHECKED BY:	SMO
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

ALTERNATE KEY: 3854556
10 FEET ADDITIONAL R/W



502 NORTH SUNCLAIR AVE.
TAVARES, FLORIDA 32778
OFFICE: 352.343.8151
FAX: 352.343.8495
LICENSED BUSINESS #8348

Prepared by and return to:
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
(352) 243-2801
File Number: 00373-018

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4 day of June, 2025 between Clint C. Ross, a married man whose post office address is 208 Forest St., Fruitland Park, FL 34731, grantor, and City of Fruitland Park, a Florida municipal corporation, whose post office address is 506 W. Berckman Street, Fruitland Park, FL 34731, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Lake County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sarah Cochran

Witness

Printed Name: Sarah Cochran

P.O. Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731

Kayla Clark

Witness

Printed Name: Kayla Clark

P.O. Address: 2118 Lewis Rd

Leesburg, FL 34748

Clint C. Ross

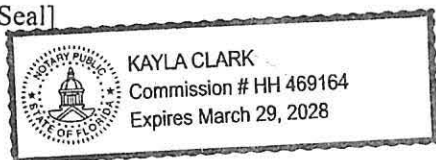
Clint C. Ross

State of Florida

County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of June, 2025 by Clint C. Ross, a married man, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Seal]



Kayla Clark

Notary Public

Print Name: Kayla Clark

My Commission Expires: March 29, 2028

EXHIBIT "A"

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 14, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 516 SQUARE FEET, MORE OR LESS

Prepared by:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 28th day of May, 2025 by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation (hereafter "CITY"), and **DANIEL R. DICUS**, a married man ("OWNER") whose mailing address is 503 College Ave., Fruitland Park, FL 34731-2315.

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes; and

WHEREAS, OWNER owns real property located at xxx Sunset Way, Fruitland Park, Florida, identified as Lake County Parcel ID 09-19-24-1200-00B-01300 (the "Property") within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, OWNER desires to connect the Property to the CITY'S wastewater utility and agrees to dedicate right-of-way to the CITY for all properties owned by OWNER on Sunset Way in exchange for the CITY running the sewer force main at the CITY'S expense to the intersection of Sunset Way and CR 25A a/k/a Dixie Avenue; and

WHEREAS, the City Commission authorized Halff to prepare sketch of descriptions of the right-of-way to be dedicated by OWNER and other property owners, and Halff has completed the sketch of descriptions; and

WHEREAS, the undersigned represent that it has the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following properties located in Fruitland Park, Lake County, Florida described in Exhibit "A" hereto.

SECTION 3. CITY OBLIGATIONS. CITY will, at its expense, design, permit, and construct a sewer force main from a location determined by the CITY to the intersection of Sunset Way and CR25A a/k/a Dixie Ave. Connection to the CITY'S wastewater utility via this sewer force main may be made at any time in coordination with the CITY.

SECTION 4. OWNER'S OBLIGATIONS. OWNER will convey via warranty deed right-of-way for Sunset Way as more particularly described and depicted in Exhibit "B" hereto.

SECTION 5. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above described Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 6. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Property and shall be binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Property, whether by, through, under or against OWNER or any of OWNER's heirs, estates, successors, and assigns.

SECTION 7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the CITY'S construction of the sewer force main and OWNER'S dedication of right-of-way to the CITY for Sunset Way, and it supersedes all prior understandings or agreements between the parties relating to the said matters.

SECTION 8. COMPLIANCE. Both parties agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve OWNER of the necessity of complying with duly enacted and uniformly applied laws governing said permitting requirements, conditions, terms, restrictions or other requirements not in conflict with the express terms of this Agreement determined to be necessary by the local government for the public health, safety or welfare of its citizens.

SECTION 9. WAIVER; MODIFICATION. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

SECTION 10. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue shall be in Lake County, Florida.

SECTION 11. ATTORNEY'S FEES. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistance fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

SECTION 12. PERFORMANCE. Time is of the essence in the performance of this Agreement.

SECTION 13. TITLE. OWNER does hereby covenant that OWNER is lawfully seized and possessed of the properties described in Exhibit "B" subject to no mortgages or encumbrances, and that it has good and lawful right to convey said properties without the joinder and consent of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

WITNESSES:

Sarah Cochran
(Signature of Witness)

PRINTED: Sarah Cochran

Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731

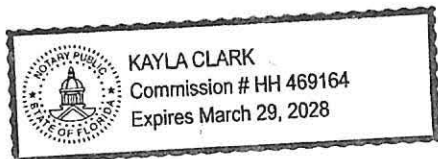
[Signature]
(Signature of Witness)

PRINTED: Riketta McGuire

Address: 31236 Saunders Cir
Tavares, FL 32778

STATE OF FLORIDA
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 28th day of May, 2025, by Daniel R. Dicus, who is [☒] personally known to me or [X] has produced _____ as identification.



Kayla Clark
Kayla Clark
(NAME: Printed, Typed or Stamped)

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA,

By: _____
Mayor Chris Cheshire

Attest:

Gwen Johns, City Clerk

SEAL

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT "A"
(Property)

Property Address: xxx Sunset Way, Fruitland Park, 34731

Parcel Id: 09-19-24-1200-00B-01300

Alt Key No. 1793785

Lot 13, Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida.

Non-homestead

EXHIBIT "B"

See attached Sketch of Description

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 13, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 521 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5399, PAGE 2389, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	NO.	NUMBER
ALT	ALTERNATE	ORB	OFFICIAL RECORDS BOOK
AVE	AVENUE	PB	PLAT BOOK
BLK	BLOCK	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY

DRAFT

DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043868.135 PHASE 100
ACAD FILE	043868.135 Sunceal_10FT RW AK 1793785.dwg
DATE	08/19/2024
CHECKED BY:	SMD
DRAWN BY:	TRS
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION

III SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

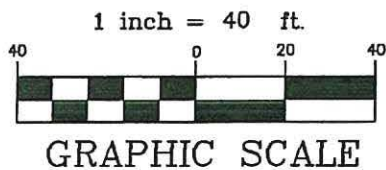
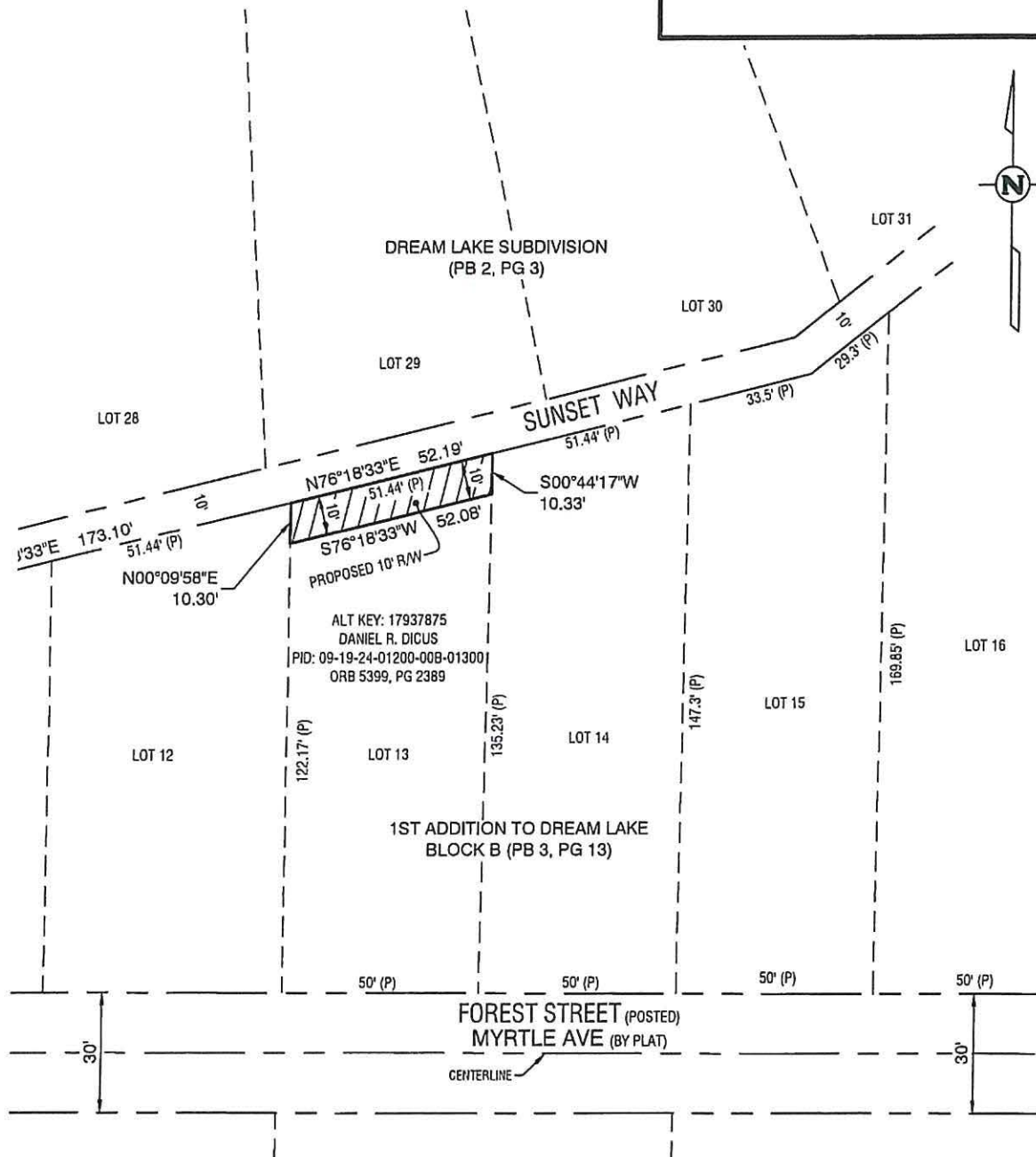
ALTERNATE KEY: 1793785
10 FEET ADDITIONAL R/W



592 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



SHEET 2 OF 2

[illegible]

SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 1793785
10 FEET ADDITIONAL R/W



902 NORTH SIOCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #3318

Prepared by and return to:

Law Office of Anita Geraci-Carver, P.A.

1560 Bloxam Avenue

Clermont, FL 34711

(352) 243-2801

File Number: 00373-018

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of May, 2025 between **Daniel R. Dicus**, a married man whose post office address is **503 College Avenue, Fruitland Park, FL 34731-2315**, grantor, and **City of Fruitland Park**, a Florida municipal corporation, whose post office address is **506 W. Berckman Street, Fruitland Park, FL 34731**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witneseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Lake County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2024**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sarah Cochran

Witness

Printed Name: Sarah Cochran

P.O. Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731

Daniel R. Dicus

Daniel R. Dicus

Liketta McGuire

Witness

Printed Name: Liketta McGuire

P.O. Address: 31235 Saunders Cir
Tavares, FL 32778

State of Florida

County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of May, 2025 by Daniel R. Dicus, a married man, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Kayla Clark

Notary Public

Print Name: Kayla Clark

My Commission Expires: March 29, 2028

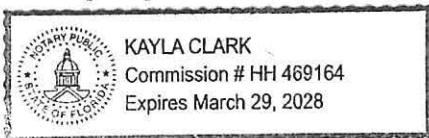


EXHIBIT "A"

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 13, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 521 SQUARE FEET, MORE OR LESS

Prepared by and return to:

Law Office of Anita Geraci-Carver, P.A.

1560 Bloxam Avenue

Clermont, FL 34711

(352) 243-2801

File Number: 00373-018

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18 day of June, 2025 between Larry W. Blevins and Carrie C. Ross, husband and wife whose post office address is 35737 Timbertop Lane, Fruitland Park, FL 34731, grantor, and City of Fruitland Park, a Florida municipal corporation, whose post office address is 506 W. Berckman Street, Fruitland Park, FL 34731, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in Lake County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness

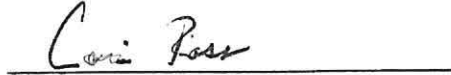
Printed Name: Sarah Cochran
P.O. Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731



Witness

Printed Name: Dorian Clark
P.O. Address: 2118 Lewis Rd.
Leesburg FL 34748


Larry W. Blevins


Carrie C. Ross

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2025 by Larry W. Blevins and Carrie C. Ross, husband and wife, who ☒ are personally known or ☐ has produced a driver's license as identification.

[Seal]


Notary Public
Print Name: Kayla Clark
My Commission Expires: March 29, 2028

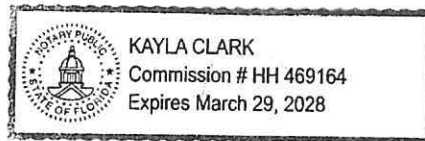


EXHIBIT "A"

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 16, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 645 SQUARE FEET, MORE OR LESS

Prepared by:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 18 day of June, 2025 by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation (hereafter "CITY"), and **LARRY W. BLEVINS AND CARRIE C. ROSS**, husband and wife ("OWNER") whose mailing address is 35737 Timbertop Ln, Fruitland Park, FL 34731.

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes; and

WHEREAS, OWNER owns real property located at xxx Sunset Way, Fruitland Park, Florida, identified as Lake County Parcel ID 09-19-24-1200-00B-01600 (the "Property") within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, OWNER desires to connect the Property to the CITY'S wastewater utility and agrees to dedicate right-of-way to the CITY for all properties owned by OWNER on Sunset Way in exchange for the CITY running the sewer force main at the CITY'S expense to the intersection of Sunset Way and CR 25A a/k/a Dixie Avenue; and

WHEREAS, the City Commission authorized Halff to prepare sketch of descriptions of the right-of-way to be dedicated by OWNER and other property owners, and Halff has completed the sketch of descriptions; and

WHEREAS, the undersigned represent that it has the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following properties located in Fruitland Park, Lake County, Florida described in Exhibit "A" hereto.

SECTION 3. CITY OBLIGATIONS. CITY will, at its expense, design, permit, and construct a sewer force main from a location determined by the CITY to the intersection of

Sunset Way and CR25A a/k/a Dixie Ave. Connection to the CITY'S wastewater utility via this sewer force main may be made at any time in coordination with the CITY.

SECTION 4. OWNER'S OBLIGATIONS. OWNER will convey via warranty deed right-of-way for Sunset Way as more particularly described and depicted in Exhibit "B" hereto.

SECTION 5. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above described Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 6. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Property and shall be binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Property, whether by, through, under or against OWNER or any of OWNER's heirs, estates, successors, and assigns.

SECTION 7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the CITY'S construction of the sewer force main and OWNER'S dedication of right-of-way to the CITY for Sunset Way, and it supersedes all prior understandings or agreements between the parties relating to the said matters.

SECTION 8. COMPLIANCE. Both parties agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve OWNER of the necessity of complying with duly enacted and uniformly applied laws governing said permitting requirements, conditions, terms, restrictions or other requirements not in conflict with the express terms of this Agreement determined to be necessary by the local government for the public health, safety or welfare of its citizens.

SECTION 9. WAIVER; MODIFICATION. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

SECTION 10. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue shall be in Lake County, Florida.

SECTION 11. ATTORNEY'S FEES. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and

legal assistance fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

SECTION 12. PERFORMANCE. Time is of the essence in the performance of this Agreement.

SECTION 13. TITLE. OWNER does hereby covenant that OWNER is lawfully seized and possessed of the properties described in Exhibit "B" subject to no mortgages or encumbrances, and that it has good and lawful right to convey said properties without the joinder and consent of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

WITNESSES:


(Signature of Witness)

PRINTED: Sarah Cochran

Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731


(Signature of Witness)

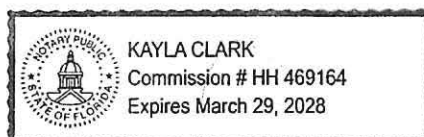
PRINTED: Dorian Clark

Address: 2118 Lewis Rd.
Leesburg FL 34748

STATE OF FLORIDA
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 18th day of June, 2025, by Larry W. Blevins, who is [☒] personally known to me or [X] has produced _____ as identification.


Kayla Clark
(NAME: Printed, Typed or Stamped)



WITNESSES:


(Signature of Witness)

PRINTED: Sarah Cochran

Address: 700 Pennsylvania Ave
Fruitland Park, FL 34731


(Signature of Witness)

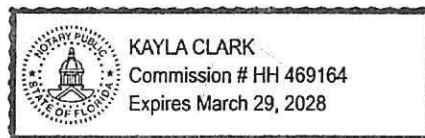
PRINTED: Dorian Clark

Address: 2118 Lewis Rd.
Leesburg FL 34748

STATE OF FLORIDA
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 18th day of June, 2025, by Carrie C. Ross, who is [☒] personally known to me or [X] has produced _____ as identification.


Kayla Clark
(NAME: Printed, Typed or Stamped)



CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA,

By: _____
Mayor Chris Cheshire

Attest:

Gwen Johns, City Clerk

SEAL

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT "A"
(Property)

Property Address: 216 Forest Street, Fruitland Park, 34731

Parcel Id: 09-19-24-1200-00B-01600

Alt Key No. 3854558

Lot 16, Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida.

EXHIBIT "B"

See attached Sketch of Description

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 16, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 645 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5956, PAGE 2162, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	NO.	NUMBER
ALT	ALTERNATE	ORB	OFFICIAL RECORDS BOOK
AVE	AVENUE	PB	PLAT BOOK
BLK	BLOCK	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY

DRAFT

DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043606, 135 PHASE 100
ACAD FILE	043606, 135 Sunset, 10FT R/W AK 3854558.dwg
DATE	08/19/2024
CHECKED BY:	SMO
DRAWN BY:	TRS
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 3854558
10 FEET ADDITIONAL R/W



902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

DREAM LAKE SUBDIVISION
(PB 2, PG 3)

SUNSET WAY

LOT 32

LOT 22

LOT 21

LOT 2

LOT 19

LOT 18

LOT 17

LOT 16
ALT KEY: 3854558
LARRY W. BLEVINS &
CARRIE C. ROSS
PID: 09-19-24-1200-008-01600
ORB 5956, PG 2162

LOT 15

LOT 30

LOT 31

N51°36'48"E 64.45'

S00°44'17"W 12.89'

N00°44'17"E 12.89'

S51°36'48"W 64.45'

PROPOSED 10' RW

65.25' (P)

23.3' (P)

33.5' (P)

147.3' (P)

169.85' (P)

210.77' (P)

281.7' (P)

55' (P)

55' (P)

55' (P)

50' (P)

50' (P)

50' (P)

FOREST STREET (POSTED)
MYRTLE AVE (BY PLAT)

CENTERLINE

15

15

N



SHEET 2 OF 2

[illegible]

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 3854558
10 FEET ADDITIONAL R/W



902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32776 FAX: 352.343.8495
LICENSED BUSINESS #3348

Prepared by:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 1 day of June, 2025 by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation (hereafter "CITY"), and **TERRY F. AND RACHEL A. ROSS**, husband and wife ("OWNER") whose mailing address is 911 Hawk Landing, Fruitland Park, FL 34731.

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes; and

WHEREAS, OWNER owns real property located at xxx Sunset Way, Fruitland Park, Florida, identified as Lake County Parcel ID 06-19-24-1200-008-00100 (the "Property") within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, OWNER desires to connect the Property to the CITY'S wastewater utility and agrees to dedicate right-of-way to the CITY for all properties owned by OWNER on Sunset Way in exchange for the CITY running the sewer force main at the CITY'S expense to the intersection of Sunset Way and CR 25A a/k/a Dixie Avenue where OWNER is constructing a triplex; and

WHEREAS, the City Commission authorized Halff to prepare sketch of descriptions of the right-of-way to be dedicated by OWNER and other property owners, and Halff has completed the sketch of descriptions; and

WHEREAS, the undersigned represent that it has the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following properties located in Fruitland Park, Lake County, Florida described in Exhibit "A" hereto.

SECTION 3. CITY OBLIGATIONS. CITY will, at its expense, design, permit, and construct a sewer force main from a location determined by the CITY to the intersection of

Sunset Way and CR25A a/k/a Dixie Ave. Connection to the CITY'S wastewater utility via this sewer force main may be made at any time in coordination with the CITY.

SECTION 4. OWNER'S OBLIGATIONS. OWNER will convey via warranty deed right-of-way for Sunset Way as more particularly described and depicted in Exhibit "B" hereto.

SECTION 5. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above described Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 6. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Property and shall be binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Property, whether by, through, under or against OWNER or any of OWNER's heirs, estates, successors, and assigns.

SECTION 7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the CITY'S construction of the sewer force main and OWNER'S dedication of right-of-way to the CITY for Sunset Way, and it supersedes all prior understandings or agreements between the parties relating to the said matters.

SECTION 8. COMPLIANCE. Both parties agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve OWNER of the necessity of complying with duly enacted and uniformly applied laws governing said permitting requirements, conditions, terms, restrictions or other requirements not in conflict with the express terms of this Agreement determined to be necessary by the local government for the public health, safety or welfare of its citizens.

SECTION 9. WAIVER; MODIFICATION. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

SECTION 10. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue shall be in Lake County, Florida.

SECTION 11. ATTORNEY'S FEES. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and

legal assistance fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

SECTION 12. PERFORMANCE. Time is of the essence in the performance of this Agreement.

SECTION 13. TITLE. OWNER does hereby covenant that OWNER is lawfully seized and possessed of the properties described in Exhibit "B" subject to no mortgages or encumbrances, and that it has good and lawful right to convey said properties without the joinder and consent of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

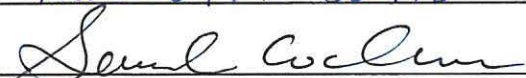
WITNESSES:



(Signature of Witness)

PRINTED: Riketta McGuire

Address: 31235 Saunders Cir.
Tavares, FL 32778



(Signature of Witness)

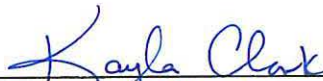
PRINTED: Sarah Cochran

Address: 7088 Pennsylvania Ave
Fruitland Park, FL 34731

STATE OF FLORIDA

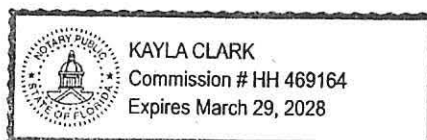
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 2nd day of June, 2025, by Terry F. Ross, who is [☒] personally known to me or [X] has produced _____ as identification.

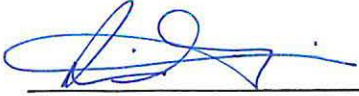


Kayla Clark

(NAME: Printed, Typed or Stamped)



WITNESSES:



(Signature of Witness)

PRINTED: Liketta McGuire

Address: 31235 Saunders Cir.
Tavares, FL 32778



(Signature of Witness)

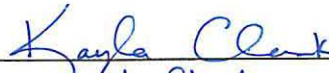
PRINTED: Sarah Cochran

Address: 708 Pennsylvania Ave
Fruitland Park, FL 34731

STATE OF FLORIDA

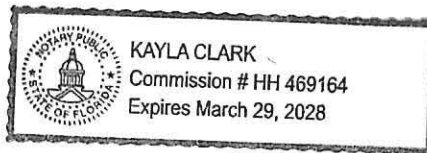
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [] online notarization, this 2nd day of June, 2025, by Rachel A. Ross, who is [☒] personally known to me or [X] has produced _____ as identification.



Kayla Clark

(NAME: Printed, Typed or Stamped)



CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA,

By: _____
Mayor Chris Cheshire

Attest:

Gwen Johns, City Clerk

SEAL

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT "A"
(Properties)

Property Address: xxx Sunset Way, Fruitland Park, 34731
Parcel Id: 09-19-24-1200-00B-00100
Alt Key No. 1431638

Parcel 1: That part of Lots 1, 2, 3 and 4, lying East of the Easterly line of the right of way of Old U.S. Highway No. 441 and Lot 6, all in Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida.

Property Address: xxx Sunset Way, Fruitland Park, 34731
Parcel Id: 09-19-24-1200-00B-00700
Alt Key No. 3619218

Parcel 2: Lot 7, Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida.

Property Address: 210 Forest St., Fruitland Park, 34731
Parcel Id: 09-19-24-1200-00B-01500
Alt Key No. 3854557

Lot 15, Block B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page(s) 13, of the Public Records of Lake County, Florida.

Property Address: 220 Forest St., Fruitland Park, 34731
Parcel Id: 09-19-24-1200-00B-01700
Alt Key No. 1431671

FRUITLAND PARK 1ST ADD DREAM LAKE LOT 17, BLK B, PB 3 PG 13

EXHIBIT "B"

See attached Four (4) Sketch of Description

(NOT A FIELD SURVEY)

THE NORTHERLY 10.00 FEET OF THAT PART OF LOTS 1, 2, 3 AND 4, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF OLD U.S. HIGHWAY NO. 441 AND LOT 6, ALL IN BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5515, PAGE 2142, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

ACAD	AUTOCAD	PB	PLAT BOOK
ALT	ALTERNATE	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
NO.	NUMBER	R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK		

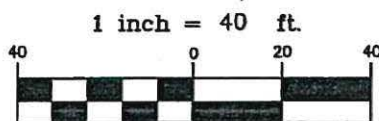
DRAFT

DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

[illegible]

(NOT A FIELD SURVEY)



GRAPHIC SCALE

SHEET 2 OF 2

[illegible]

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

ALTERNATE KEY: 1431638
10 FEET ADDITIONAL R/W



902 NORTH SINCLAIR AVE. OFFICE: 352.342.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8485
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 7, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 619 SQUARE FEET, MORE OR LESS.

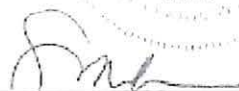
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5515, PAGE 2142, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	PB	PLAT BOOK
ALT	ALTERNATE	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
NO.	NUMBER	R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK		

DRAFT



DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043866.135 PHASE 100
ACAD FILE	043866.135 Sunset 10FT RW AK 2610218.dwg
DATE	08/19/2024
CHECKED BY:	SMO
DRAWN BY:	TRS
FIELD BOOK:	
REVISIONS	DATE

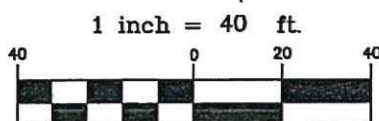
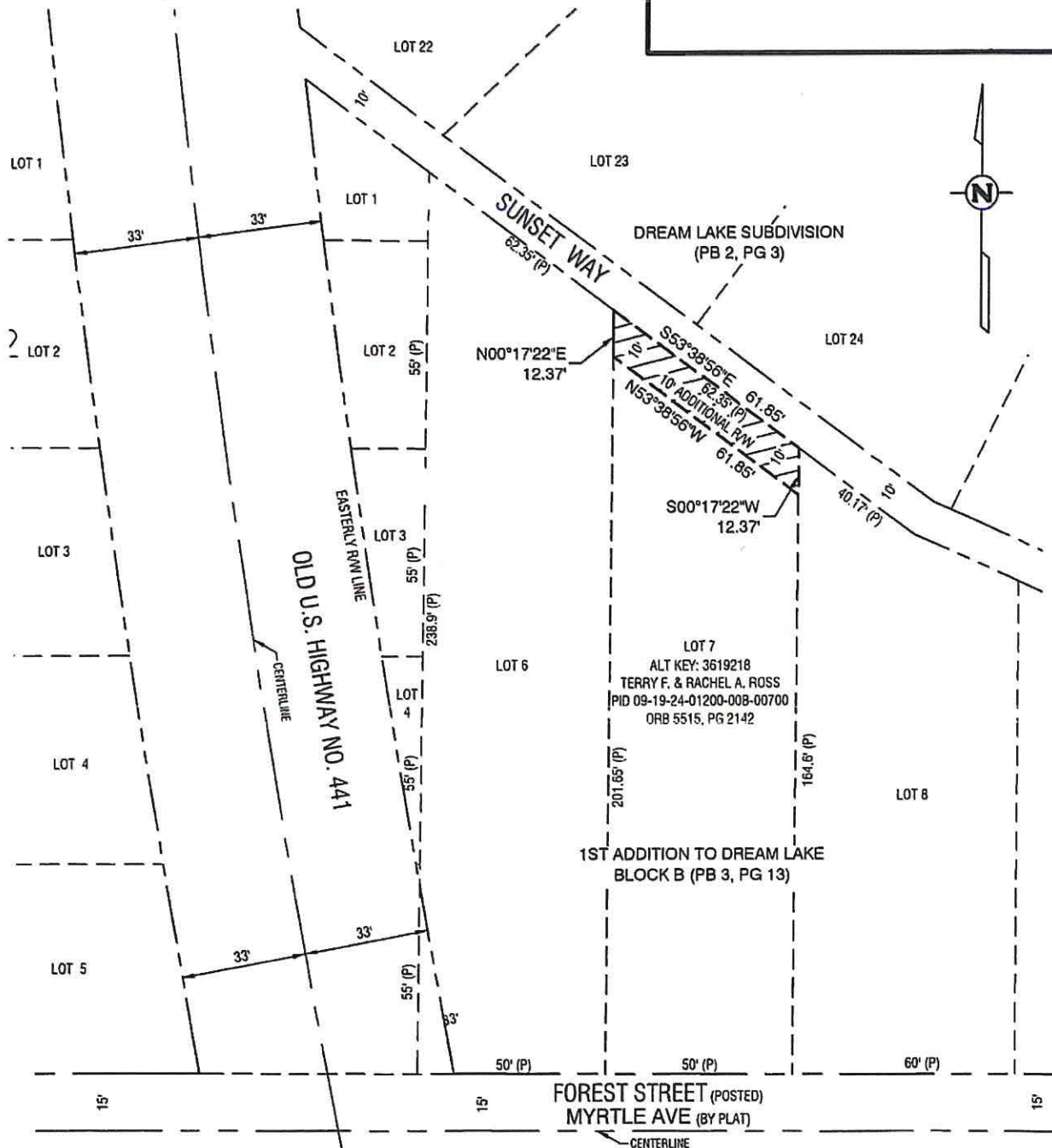
SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 21 EAST
LAKE COUNTY, FLORIDA

ALTERNATE KEY: 3610218
10 FEET ADDITIONAL R/W



902 NORTH SHAGLAR AVE. OFFICE: 352.343.5181
TAVARES, FLORIDA 32778 FAX: 352.343.6495
LICENSED BUSINESS #8348



GRAPHIC SCALE

SHEET 2 OF 2

[illegible]

SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 3619218
10 FEET ADDITIONAL R/W



902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 15, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 560 SQUARE FEET, MORE OR LESS.

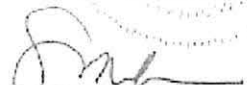
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 4953, PAGE 997, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	NO.	NUMBER
ALT	ALTERNATE	ORB	OFFICIAL RECORDS BOOK
AVE	AVENUE	PB	PLAT BOOK
BLK	BLOCK	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY

DRAFT



DATE: 8/19/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK		
JOB NO.	043666.135 PHASE 100		
ACAD FILE	043666.135 Sunset 10FT RW AK 3854557.dwg		
DATE	08/19/2024	CHECKED BY:	SNO
DRAWN BY:	TRS	FIELD BOOK:	
REVISIONS		DATE	

SKETCH OF DESCRIPTION

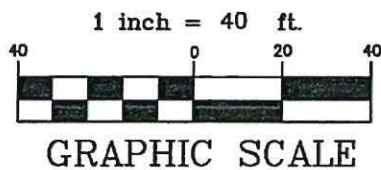
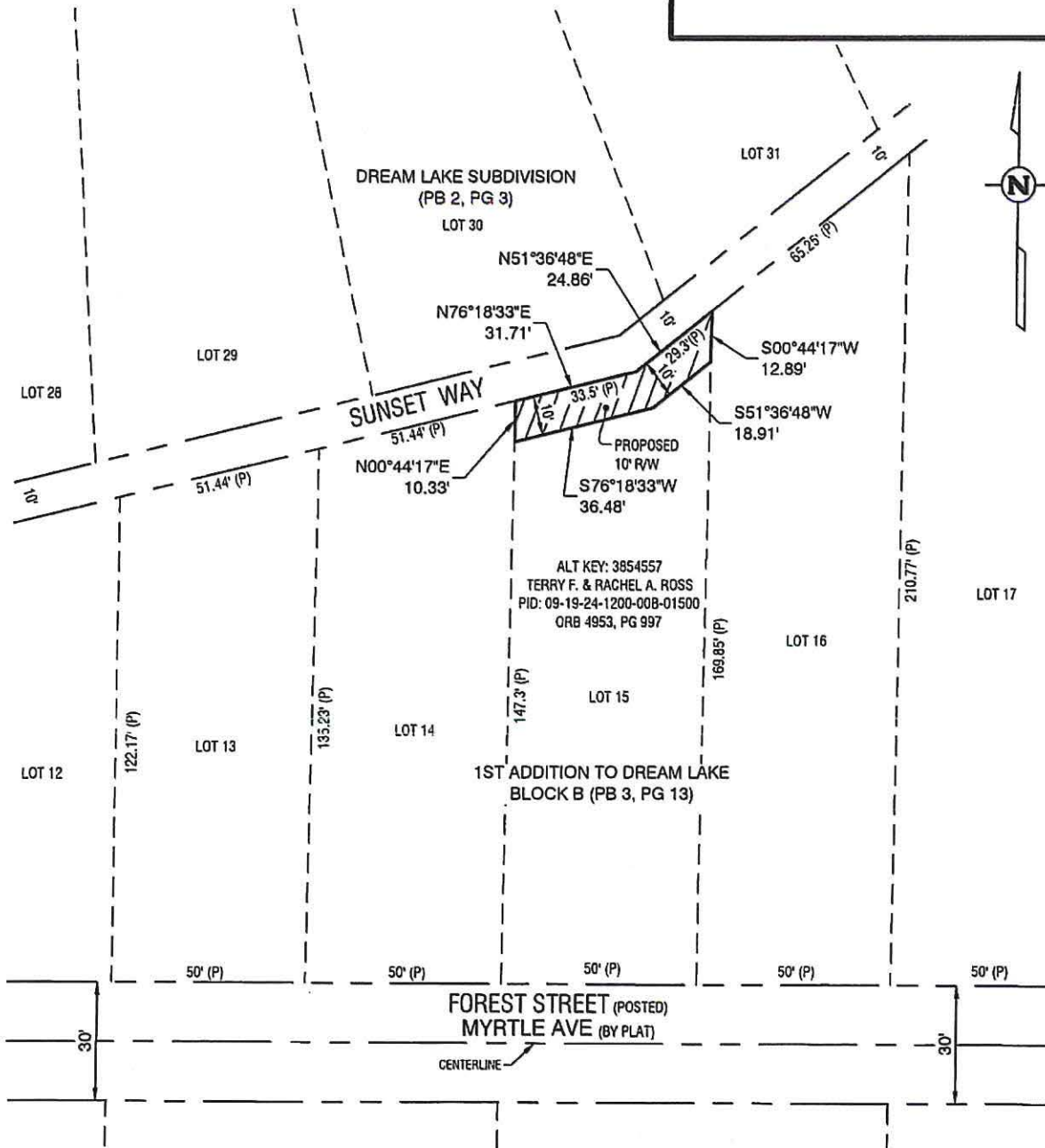
IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

ALTERNATE KEY: 3854557
10 FEET ADDITIONAL R/W



902 NORTH SUNCLAR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 2 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043866.135 PHASE 100
ACAD FILE	043866.135 Sunset_10FT R/W AK 3854557.dwg
DATE	08/18/2024
DRAWN BY:	TRIS
CHECKED BY:	SMO
REVISIONS	FIELD BOOK:
DATE	

SKETCH OF DESCRIPTION
IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA
ALTERNATE KEY: 3854557
10 FEET ADDITIONAL R/W



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THE NORTHERLY 10.00 FEET OF LOT 17, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 645 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE INTENDED PURPOSE OF THIS SKETCH IS FOR ACQUISITION OF ADDITIONAL 10 FEET OF RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION OF LOT SHOWN HEREON. THE PREPARATION OF THIS DESCRIPTION IS IN ACCORDANCE WITH DIRECTIONS OF CLIENT. THE FIRM UTILIZED OFFICIAL RECORDS BOOK 5956, PAGE 2163, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS THE BASIS FOR THE DESCRIPTION. THIS SKETCH IS NOT A FIELD SURVEY.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. SURVEY RELATED MATTERS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF 1ST ADDITION OF DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.
7. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THEREFOR, IT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. BEARINGS SHOWN HEREON ARE ASSUMED.

LEGEND

ACAD	AUTOCAD	NO.	NUMBER
ALT	ALTERNATE	ORB	OFFICIAL RECORDS BOOK
AVE	AVENUE	PB	PLAT BOOK
BLK	BLOCK	PG(S)	PAGE(S)
PID	PARCEL IDENTIFICATION	(P)	PLAT
ORB	OFFICIAL RECORDS BOOK	R/W	RIGHT-OF-WAY

DRAFT

SHEET 1 OF 2

CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043006.125 PHASE 100
ACAD FILE	043006.125 Sunset 10FT RW AK 1431671.dwg
DATE	08/19/2024
CHECKED BY:	SMD
DRAWN BY:	TRS
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION
IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA
ALTERNATE KEY: 1431671
10 FEET ADDITIONAL R/W

halff

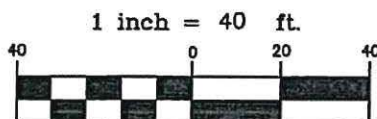
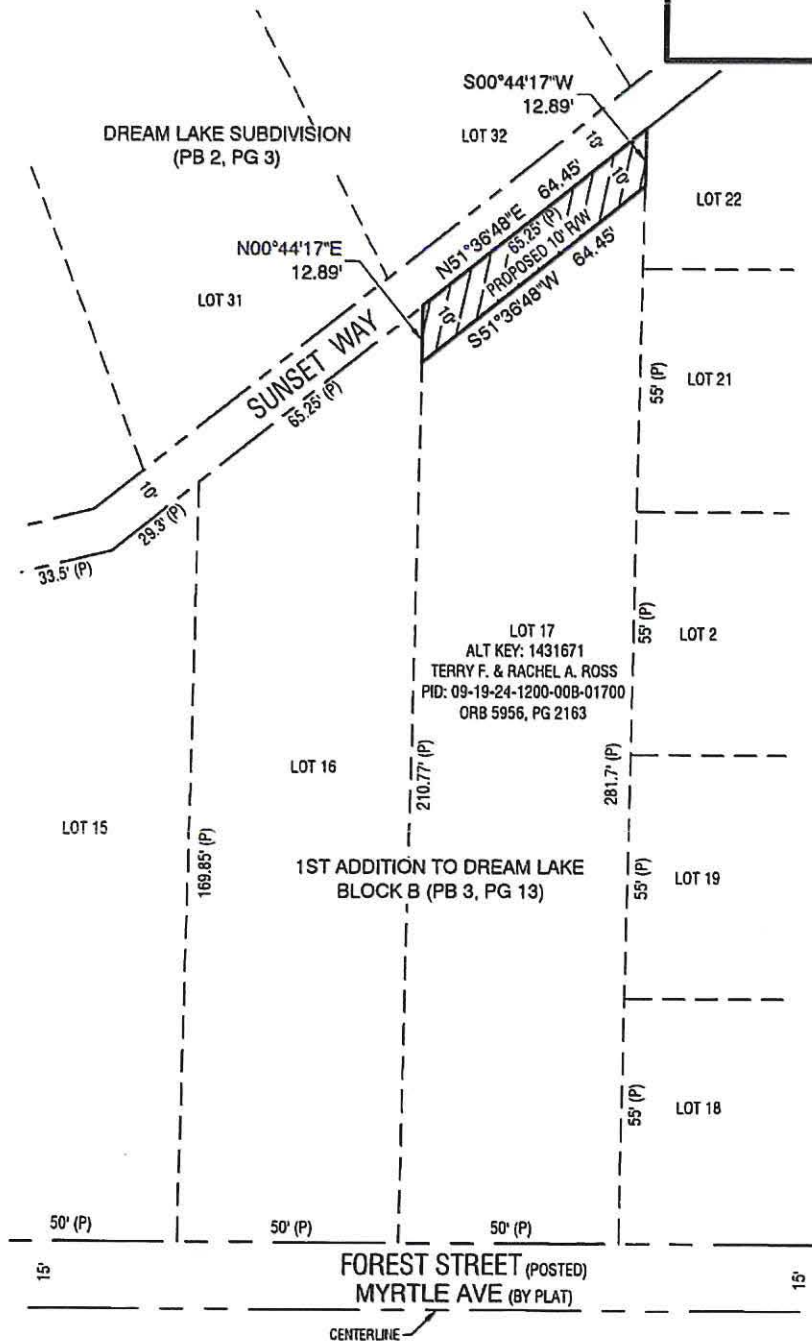
902 NORTH SUNGLAR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF, LICENSED BUSINESS NO. 8348

DATE: 8/19/2024

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



GRAPHIC SCALE

SHEET 2 OF 2

[illegible]

SKETCH OF DESCRIPTION

IN SECTION 09, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 1431671
10 FEET ADDITIONAL R/W



902 NORTH SIMCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8346

Prepared by and return to:
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
(352) 243-2801
File Number: 00373-018

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 2 day of June, 2025 between Terry F. Ross and Rachel A. Ross, husband and wife whose post office address is 911 Hawk Landing, Fruitland Park, FL 34731, grantor, and City of Fruitland Park, a Florida municipal corporation, whose post office address is 506 W. Berckman Street, Fruitland Park, FL 34731, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Lake County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sarah Cochran

Witness

Printed Name: Sarah Cochran
P.O. Address: 700 Pennsylvania Ave
Fruitland Park, FL 34731

Daniel Pious

Witness

Printed Name: Daniel Pious
P.O. Address: 503 College Ave
Fruitland Park FL 34731

Terry F. Ross

Terry F. Ross

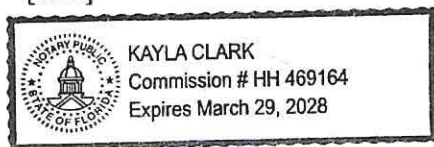
Rachel A. Ross

Rachel A. Ross

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2025 by Terry F. Ross and Rachel A. Ross, husband and wife, who ☒ are personally known or ☐ has produced a driver's license as identification.

[Seal]



Kayla Clark

Notary Public

Print Name: Kayla Clark

My Commission Expires: March 29, 2028

EXHIBIT "A"

THE NORTHERLY 10.00 FEET OF THAT PART OF LOTS 1, 2, 3, AND 4, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF OLD U.S. HIGHWAY NO. 441 AND LOT 6, ALL IN BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS LAKE COUNTY, FLORIDA.

CONTAINING 1,022 SQUARE FEET, MORE OR LESS.

AND

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 7, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 619 SQUARE FEE, MORE OR LESS.

AND

THE NORTHERLY 10.00 FEET OF THAT PART OF LOT 15, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 560 SQUARE FEET, MORE OR LESS.

AND

THE NORTHERLY 10.00 FEET OF LOT 17, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 645 SQUARE FEET, MORE OR LESS.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5e**

ITEM TITLE: Resolution 2025-053 Proposed Millage FY 2025-26

MEETING DATE: Thursday, July 24, 2025

DATE SUBMITTED: Wednesday, July 16, 2025

SUBMITTED BY: City Attorney/City Treasurer

BRIEF NARRATIVE: Resolution 2025-053 Proposed Millage FY 2025-26

The City of Fruitland Park Commission is required by law to establish the proposed operating millage in accordance with the Truth-In-Millage (TRIM) requirements set forth in Chapter 200 of the Florida Statutes. Once the proposed rate is established, the commission cannot exceed that rate unless, each taxpayer is mailed a revised TRIM notice at the expense of the city. By utilizing the same millage as last seven years at 3.9134, the city will generate an additional \$243,628 over the roll-back rate of 3.5324 which is a 10.79% increase over the roll-back rate. Below is a recap of voting requirements related to millage rate and the revenue it would generate:

	Millage Rate	95% Revenue	Required Votes	Increase Last Year	Increase over Proposed Rate
Proposed rate	3.9134	4,357,973	3	243,628	0
Roll-back rate	3.5324	3,933,691	3	43,704	(199,924)
Majority Maximum	3.6917	4,111,088	3	221,101	(22,527)
2/3 Maximum	4.0609	4,522,230	4	(248)	(243,876)

FUNDS BUDGETED:

ATTACHMENTS: Proposed Resolution 2025-053
Form DR420_2025_431 Form
DR420MMP_2025_431

RECOMMENDATION: Approval of resolution

ACTION: Adopt Resolution 2025-053

RESOLUTION 2025-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025-2026 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing will be held at the City of Fruitland Park, Lake County, Florida, on September 11, 2025 at 6:00 p.m., at which time the general public will be given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice a second public hearing will be held at the City of Fruitland Park on September 25, 2025 at 6:00 p.m. at which time the general public will be given an opportunity to comment and ask questions pertaining to the proposed final budget and millage rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the county property appraiser to the City of Fruitland Park as \$1,172,2131,504.

WHEREAS, the City of Fruitland Park is prepared to set a proposed millage rate of 3.9134 mills; and

WHEREAS, the FY2025-2026 operating proposed millage rate of 3.9134 mills is a 10.79% increase to the current year rolled-back rate of 3.5324.

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

1. The City Commission of the City of Fruitland Park, Florida does hereby ratify and set the proposed not to exceed ad valorem millage rate for the City of Fruitland Park, Lake County, Florida, for the fiscal year 2025-2026 at 3.9134 mills, which is greater than the rolled back of 3.5324 mills by 10.79%.
2. The tentative millage and budget hearings will be held on September 11, 2025 at 6:00 p.m. in the Commission Chambers at City Hall located at 506 W. Berckman Street, Fruitland Park. FL.
3. The final millage and budget hearings will be held on September 25, 2025 at 6:00 p.m. in the Commission Chambers at City Hall located at 506 W. Berckman Street, Fruitland Park. FL.
4. 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 24th day of July, 2025, at 6:00 p.m., or as soon thereafter,
by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor
City of Fruitland Park

Attest:

Gwen Johns, City Clerk

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

First Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Lake
Principal Authority : City of Fruitland Park	Taxing Authority : City of Fruitland Park - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,159,829,369	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	12,384,135	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,172,213,504	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	8,856,851	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,163,356,653	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	1,103,878,607	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES	☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 7/1/2025 6:46:14 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		3.9134 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,319,919	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	746,880	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,573,039	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	151,853,681	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,011,502,972	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		3.5324 per \$1000	(16)
17.	Current year proposed operating millage rate		3.9134 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,587,340	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 3,573,039	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.5324 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 4,140,727	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 4,587,340	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.9134 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			10.79 %	(27)
First public budget hearing		Date :	Time :	Place :	
		9/11/2025	6:00 PM EST	506 W Berckman St. City of Fruitland Park 34731	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Electronically Certified by Principal Taxing Authority			7/16/2025 1:03:29 PM	
	Title :		Contact Name and Contact Title :		
	Karen Manila - City Manager		Gary Bachmann - Finance Director		
	Mailing Address :		Physical Address :		
506 West Berckman Street,		506 West Berckman Street, Fruitland Park Florida 34731			
City, State, Zip :		Phone Number :		Fax Number :	
Fruitland Park Florida 34731		(352) 801-7468		(352) 360-6686	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025		County : Lake	
Principal Authority : City of Fruitland Park		Taxing Authority : City of Fruitland Park - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.5324 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	3.9105 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.9134 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	3.5324 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0451	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	3.6917 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	4.0609 per \$1,000	(14)
15.	Current year adopted millage rate	3.9134 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		(16)
☐	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☒	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	3.9134 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,172,213,504	(18)

Continued on page 2

Taxing Authority : City of Fruitland Park - Operating		DR-420MM-P R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 4,587,340	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 4,587,340	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 4,587,340	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 4,587,340	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Electronically Certified by Principal Taxing Authority		7/16/2025 1:03:29 PM
	Title :	Contact Name and Contact Title :	
	Karen Manila - City Manager	Gary Bachmann - Finance Director	
	Mailing Address :	Physical Address :	
506 West Berckman Street,	506 West Berckman Street, Fruitland Park Florida 34731		
City, State, Zip :	Phone Number :	Fax Number :	
Fruitland Park Florida 34731	(352) 801-7468	(352) 360-6686	

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R.5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2023 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

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

ITEM TITLE: **Discussion – Planning and Zoning Commission transition to Special Magistrate Process**

MEETING DATE: July 24, 2025

DATE SUBMITTED: July 16, 2025

SUBMITTED BY: city manager/interim community development director

BRIEF NARRATIVE: At the July 10, 2025, City Commission meeting, the City Commission directed staff to prepare a discussion item pertaining to changing the Planning and Zoning Commission to a Special Magistrate process. This request comes after a referendum conducted during the last election, which asked voters to amend three items within the City Charter. One of the items for a vote was for the transition from a Planning and Zoning Board to a Special Magistrate.

1. Currently, the City of Fruitland Park operates the Planning and Zoning process with an appointed board members who are residents within the city limits of Fruitland Park. The duties of a Planning and Zoning Commission can include the following:

- | | | |
|---------------------|-------------------|---------------------|
| • Conditional Use | • Flood Plain | • General Plans |
| • Historic | • Impact Fees | • Landscaping |
| • LSCP | • SCCP | • Special Studies |
| • Specific Plans | • Straight Zoning | • Subdivision Maps |
| • Tree Preservation | • Variances | • Zoning Ordinances |
| • And More | | |

Planning and Zoning Commission decisions are Quasi-Judicial and Legislative, along with findings and conditions of approval. Meetings are open to the public and subject to open records.

Cities do have the opportunity within the appropriate charter language to operate the Planning and Zoning process with a Special Magistrate rather than a group of volunteer members. An appointed Special Magistrate has judicial experience such as an attorney.

Advantages of a Special Magistrate conveying over the Planning and Zoning process are:

- Conducts the Planning and Zoning Hearing.
- Takes testimony from Planning and Zoning Staff.

- Hear and make recommendations to the City Commission on site plans, improvement plans and final plats in accordance with the standards and procedures required by the City of Fruitland Park Land Development Regulations.
- Hear and make recommendations to the City Commission on all proposed zoning amendments and conditional use permits.
- Make a determination on requests for variances and special exceptions to City Commission.
- Allow input from applicant.
- Allow public comments related to subject matter.
- The Special Magistrate announces a decision once the case is presented with a recommendation to the City Commission.

The Special Magistrate serves in a non-bias and prejudice role removing partisan discussion from the case during the hearing process. The Special Magistrate makes recommendation to the City Commission based on the ability to meet/exceed City Development and Zoning Codes.

2. The Planning and Zoning Special Magistrate can additionally serve as the Local Planning Agency (LPA) rather than the City Commission.

The Special Magistrate shall review all proposed comprehensive plan amendments and make recommendations to the City Commission based on the following being presented at the hearing:

- a) Justification of the proposed amendment has been adequately presented.
- b) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan.
- c) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern.
- d) The proposed amendment will not have an adverse effect on environmentally sensitive systems; and the proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

3. The Special Magistrate can also serve as the Board of Adjustments (BOA) rather than the City Commission and hear all Code Enforcement Cases.

A Board of Adjustment is established for the City of Fruitland Park for the purpose of acting as a board to review and decide appeals and Code Enforcement cases. The City Commission has designated the Planning and Zoning Board/Special Magistrate to perform the functions of the Board of Adjustment.

The Board of Adjustment has the following duties and responsibilities:

1. To hear and decide appeals in cases where it is alleged that there is an error in any order, requirement, decision, or determination made by an authorized City official while enforcing the City development codes and standards. Appeals shall be made in accordance with the provisions of the City of Fruitland Park Land Development Regulations. The Board may modify, affirm, or reverse the official's action; and
2. To hear and take action on Code Enforcement cases.

Board of Adjustment hearings will be held as needed.

A Special Magistrate form of hearing continues to allow public input and quashes any sunshine concerns. Funding supporting a Special Magistrate hearing is provided by the application fees rather than revenues from the city.

Conclusion

It is a fortunate local government that maintains an operational, effective, and well-perceived code enforcement board. Such a board creates a public perception of fairness and competence for the local government and may save taxpayer funds. Too often, however, these volunteer boards become plagued by problems with attendance, bias, or inefficiency. For local governments concerned by a flawed code enforcement board system, the Florida Legislature has permitted alternative processes to be adopted. Most commonly, this alternative process involves the appointment of a special magistrate to either supplement or replace the traditional code enforcement board.

In establishing such an alternative system of code enforcement, it is vitally important that the local government ensure a process to maintain procedural and substantive due process protections. In doing so, the government will protect its citizens from unfair enforcement while also ensuring the defensibility of code enforcement orders in court. Further, the local government should clearly articulate the framework for an alternative system, including whether the process will make use of both a code enforcement board and a special magistrate, the processes and powers of the special magistrate, and the level of local government supervision of the special magistrate's employment. Once up and running, the well-drafted alternative code enforcement process can quickly reverse perception of an unfair or ineffective code enforcement program and result in more enforceable code enforcement orders.

If the City Commission so chooses a P&Z Board (P&Z), Land Planning Agency (LPA) Board of Adjustments (BOA), and Code Enforcement Cases format, any or all, under a Special Magistrate, they can be held on the same day in four individual time slots.

Information obtained from the City of Wildwood Florida and the Florida Attorney's Office.

FUNDS BUDGETED: n/a

ATTACHMENTS: n/a

RECOMMENDATION: A discussion among the City Commission

ACTION TO BE TAKEN: Provide direction to staff on whether or not to prepare an Ordinance for Consideration and Adoption

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: July 24, 2025

DATE SUBMITTED: July 15, 2025

SUBMITTED BY: City Attorney

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 June 6, 2025 Plaintiff filed a response to the City's Request to Produce, and on June 11, 2025 Plaintiff filed responses to City's Interrogatories to Plaintiff. Discovery is ongoing.

Florida Municipal Attorney Association Annual Conference – I will be attending the Annual Conference July 24th – July 26th.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A
ACTION: N/A