

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

August 22, 2019

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

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. LOCAL PLANNING AGENCY

As soon as practical at 6:15 p.m., recess to the Local Planning Agency meeting

4. CONSENT AGENDA (city clerk)

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.

Approval of Minutes (city clerk)

August 8, 2019 regular meeting minutes.

5. REGULAR AGENDA

(a) Resolution 2019-036 - PRM's Property and Casualty Insurance Coverages Proposal – FY 2019-20 (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO OBTAIN INSURANCE FROM PUBLIC RISK MANAGEMENT OF FLORIDA FOR COVERAGE EFFECTIVE OCTOBER 1, 2019; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- (b) **First Reading – Ordinance 2019-012 Sewer Impact Fee** (city attorney/city manager)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING WASTEWATER IMPACT FEE PROVISIONS IN CHAPTER 37 OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 5, 2019.)

QUASI-JUDICIAL PUBLIC HEARING

- (c) **Quasi-Judicial Public Hearing – First Reading - Ordinance 2019-003 – Rezoning – Petitioner: Leesburg Fruit Company Rufus M. Holloway, Trustee/Holloway Properties, Inc.** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 177 ± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468 FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD), WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 5, 2019.)

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

6. OFFICERS’ REPORTS

- (a) **City Manager
Economic Development Status Update**

- (b) City Attorney**
 - i. Notice of Claim – James Hartson**
 - ii. Planning and Zoning Board Training**

7. 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.

8. COMMISSIONERS' COMMENTS

- (a) Commissioner Mobilian**
- (b) Commissioner DeGrave**
- (c) Commissioner Bell**
- (d) Vice Mayor Gunter, Jr.**

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

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

August 28, 2019, Lake-Sumter Metropolitan Planning Organization (MPO), Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.;

September 2, 2019, Labor Day – City Offices Closed;

September 5, 2019, City Commission Meeting Special at 6:00 p.m.;

September 9, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.;

September 13, 2019, LCLC, Lake County Sheriff Peyton Grinnell, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

September 19, 2019 Village Institute of Plastic Surgery Grand Opening Ribbon-Cutting, 607 CR 466A, Fruitland Park, Florida 34731 at 3:00 p.m.

September 19, 2019, City Commission Meeting Special at 6:30 p.m. (immediately following the Planning and Zoning Board at 6:00 p.m.)

October 7, 2019 Lake County Tourist Development Council (TDC) (regular meeting and first capital funding meeting) TBD at 3:00 p.m.

October 10, 2019, City Commission Meeting Regular at 6:00 p.m.;

October 11, 2019, LCLC, Four-Hour Ethics Training, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

October 11, 2019, Move on the Lawn, outside City Hall TBD;

October 21, 2019 TDC (second capital funding meeting if needed) TBD at 3:00 p.m.;

October 23, 2019, Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board, 225 W Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.;

October 24, 2019, City Commission Meeting Regular at 6:00 p.m. and

October 26, 2019 Trick or Trot 5k Fruitland Park Elementary School, 304 Fountain Street, Fruitland Park, Florida 34731 at 8:00 a.m.

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

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

ITEM TITLE: Local Planning Agency (LPA) Meeting

For the Meeting of: August 22, 2019

Submitted by: City Clerk

Date Submitted: August 16, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes, LPA Establishment

Item Description: LPA Establishment Ordinance 226 and Florida Statutes 163.3174

Action to be Taken: As soon as practical, recess to the Local Planning Agency meeting.

Staff's Recommendation: N/A

Additional Comments:

City Manager Review:

Mayor Authorization:

AN ORDINANCE OF THE (CITY ~~OR COUNTY~~) OF Fruitland Park,
FLORIDA, DESIGNATING AND ESTABLISHING THE City Commission
AS ITS LOCAL PLANNING AGENCY PURSUANT TO THE LOCAL GOVERNMENT
COMPREHENSIVE PLANNING ACT OF 1975 (Chapters 163.3161 - 163.3211,
Florida Statutes); SETTING FORTH SAID AGENCY'S DUTIES AND RESPON-
SIBILITIES; ESTABLISHING SAID AGENCY'S ORGANIZATION, RULES AND
PROCEDURES; REQUIRING THAT ALL MEETINGS BE PUBLIC AND PROVIDING
FOR THE KEEPING OF PUBLIC RECORDS; PROVIDING FOR FINANCIAL
SUPPORT; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED
INVALID; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND
PROVIDING FOR THE EFFECTIVE DATE HEREOF. *THIS IS AN EMERGENCY
ORDINANCE EFFECTING THE WELFARE OF THE CITIZENS.*
BE IT ORDAINED BY THE City Commission OF
THE (CITY ~~OR COUNTY~~) OF Fruitland Park, FLORIDA:

Section 1. AUTHORITY. This ordinance is enacted pursuant to
and in accordance with, provisions of Chapter 163, Florida
Statutes (Local Government Comprehensive Planning Act of 1975).

Section 2. DESIGNATION AND ESTABLISHMENT OF LOCAL LAND
PLANNING AGENCY. Pursuant to, and in accordance with, Section
163.3174, of Florida Statutes (the Local Government Comprehen-
sive Planning Act of 1975) the City Commission
is hereby designated and established as the local planning
agency for the ~~(City)~~ incorporated territory of Fruitland Park,
Florida.

Section 3. DUTIES AND RESPONSIBILITIES OF THE LOCAL PLANNING
AGENCY. The local planning agency, in accordance with the
Local Government Comprehensive Planning Act of 1975, Section
163.3161-3211, Florida Statutes, shall:

- (a) Conduct the comprehensive planning program and prepare
the comprehensive plan or elements or portions thereof
for the (City ~~or County~~) of Fruitland Park;
- (b) Coordinate said comprehensive plan or elements or portions
thereof with the comprehensive plans of other appropriate
local governments and the State of Florida;

- (c) Recommend said comprehensive plan or elements or portions thereof to the City Commission for adoption; and
- (d) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

Section 4. ORGANIZATION, RULES AND PROCEDURES OF THE AGENCY.

Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in The City Charter.

Section 5. PUBLIC MEETINGS AND RECORDS. All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Section 6. The City Commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975, expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the City Commission.

Section 6. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by an court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portions thereof.

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions of the governing body in conflict herewith are hereby repealed.

Section 8. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption, as an emergency ordinance.

PASSED AND ADOPTED BY THE City Commission OF THE (CITY ~~OF~~) OF Fruitland Park, FLORIDA, THIS 24 DAY OF June, A.D., 1976

Jack Deulh
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived

Select Year:

The 2018 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.3174 Local planning agency.—

(1) The governing body of each local government, individually or in combination as provided in s. [163.3171](#), shall designate and by ordinance establish a “local planning agency,” unless the agency is otherwise established by law. Notwithstanding any special act to the contrary, all local planning agencies or equivalent agencies that first review rezoning and comprehensive plan amendments in each municipality and county shall include a representative of the school district appointed by the school board as a nonvoting member of the local planning agency or equivalent agency to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. However, this subsection does not prevent the governing body of the local government from granting voting status to the school board member. The governing body may designate itself as the local planning agency pursuant to this subsection with the addition of a nonvoting school board representative. All local planning agencies shall provide opportunities for involvement by applicable community college boards, which may be accomplished by formal representation, membership on technical advisory committees, or other appropriate means. The local planning agency shall prepare the comprehensive plan or plan amendment after hearings to be held after public notice and shall make recommendations to the governing body regarding the adoption or amendment of the plan. The agency may be a local planning commission, the planning department of the local government, or other instrumentality, including a countywide planning entity established by special act or a council of local government officials created pursuant to s. [163.02](#), provided the composition of the council is fairly representative of all the governing bodies in the county or planning area; however:

(a) If a joint planning entity is in existence on the effective date of this act which authorizes the governing bodies to adopt and enforce a land use plan effective throughout the joint planning area, that entity shall be the agency for those local governments until such time as the authority of the joint planning entity is modified by law.

(b) In the case of chartered counties, the planning responsibility between the county and the several municipalities therein shall be as stipulated in the charter.

(2) Nothing in this act shall prevent the governing body of a local government that participates in creating a local planning agency serving two or more jurisdictions from continuing or creating its own local planning agency. Any such governing body which continues or creates its own local planning agency may designate which local planning agency functions, powers, and duties will be performed by each such local planning agency.

(3) The governing body or bodies shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the local planning agency and shall also establish a schedule of fees to be

charged by the agency. To accomplish the purposes and activities authorized by this act, the local planning agency, with the approval of the governing body or bodies and in accord with the fiscal practices thereof, may expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; however, acceptance of loans must be approved by the governing bodies involved.

(4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required, including the periodic evaluation and appraisal of the comprehensive plan required by s. [163.3191](#).

(c) Review proposed land development regulations, land development codes, or amendments thereto, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof, when the local planning agency is serving as the land development regulation commission or the local government requires review by both the local planning agency and the land development regulation commission.

(d) Perform any other functions, duties, and responsibilities assigned to it by the governing body or by general or special law.

(5) All meetings of the local planning agency shall be public meetings, and agency records shall be public records.

History.—s. 6, ch. 75-257; s. 1, ch. 77-223; s. 5, ch. 85-55; s. 2, ch. 92-129; s. 9, ch. 95-310; s. 9, ch. 95-341; s. 1, ch. 2002-296; s. 10, ch. 2011-139; s. 2, ch. 2012-99.

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

ITEM TITLE:	Draft Regular Meeting Minutes
For the Meeting of:	August 22, 2019
Submitted by:	City Clerk
Date Submitted:	August 14, 2019
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, draft minutes

Item Description: 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.

Approve the regular meeting minutes of August 8, 2019 as submitted if there are no corrections.

Action to be Taken: Approve as submitted.

Staff's Recommendation:

Additional Comments:

City Manager Review:

Mayor Authorization:

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES**

August 8, 2019

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 25, 2019 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave and John Mobilian,

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; Police Chief Erik Luce; Interim Fire Chief Donald Gilpin and Firefighter Madison Leary, Fire Department; Public Works Director Dale Bogle; Community Development Director Tracy Kelley; Human Resources Director Diana Kolcun, City Treasurer Jeannine Racine and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:00 PM Mayor Cheshire called the meeting to order, Associate Pastor Reverend C. J. Hill, Community United Methodist Church, gave the invocation, and Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:15 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

On behalf of the city commission, Mayor Cheshire welcomed Associate Pastor Hill and his family to the city.

3. CONSENT AGENDA

Approval of Minutes

July 25, 2019 regular meeting minutes.

ACTION: 6:01:29 PM **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited.**

4. REGULAR AGENDA

QUASI-JUDICIAL PUBLIC HEARING

By unanimous consent, Mayor Cheshire opened the public hearings for this evening's meeting.

**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2019-006 – Rezoning –
Petitioner: City of Fruitland Park**

It now being the time advertised to hold a public hearing, and after Ms. Geraci-Carver read into the record proposed Ordinance 2019-006, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 3+/- ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM RESIDENTIAL PROFESSIONAL TO PUBLIC FACILITIES DISTRICT WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 25, 2019.)

ACTION: 6:01:40 PM A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission enact Ordinance 2019-006, as previously cited, to become effective immediately as provided by law.

There being no comments from the public and **by unanimous consent, Mayor Cheshire closed the public hearing.**

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

END OF QUASI-JUDICIAL PUBLIC HEARING

6. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

- Benchmark Development

Mr. La Venia reported that a meeting has been scheduled for August 12, 2019 with Benchmark Development I LLC regarding the process to proceed with the purchase of the approximately 27-acre Lake County School Board property.

- **Florida Medical Industries Inc.**

Mr. La Venia noted the asbestos abatement procedures undertaken by Mr. Michael “Mike” Whiting, the first lien holder on Florida Medical Industries Inc. (the glass thermometer manufacturing company) before acquiring demolition permits for the structures located on US Highway 27/441.

After Mr. La Venia relayed Mr. Whiting’s agreement on the city’s waiver of the \$2,300 in legal fees; Ms. Geraci-Carver confirmed that the city commission would have the authority to consider authorizing the reduction in question if it has not transferred as a lien on the property and noted that pre-liens are heard before the special magistrate.

ACTION: 6:02:59 PM and 6:11:03 PM :For informational purposes.

(b) City Attorney

i. Notice of Claim – James Hartson

Ms. Geraci-Carver did not address the notice of claim for Mr. James Hartson.

ACTION: 6:04:38 PM No action was necessary.

ii. Notice of Claim – Michael Fewless

Ms. Geraci- Carver reported that she will not resubmit the previous request to the State of Florida Department of Management Services, Division of Retirement, Florida Retirement System (FRS), to return the funds paid by the city until she receives the outcome of the current appeal process that the decision against FRS is overturned.

ACTION: 6:04:38 PM and 6:35:57 PM No action was necessary.

iii. Burke’s Bar-B-Q Company

Ms. Geraci-Carver confirmed that Burke’s Bar-B-Q Company (restaurant business) has closed; requested city commission direction as the April 18, 2012 Developer Agreement was recorded in the Lake County Public Records and noted the inability for anyone to reopen the property without initially meeting the compliance requirements to reconnect to the city’s water and wastewater utility services. She addressed her intent to report back to the city commission on the status of the county’s public records land sale and the deed transfer title for the subject property.

ACTION: 6:12:12 PM and 6:30:39 PM. After much discussion and upon the suggestion of Commissioner DeGrave, **the city commission, by unanimous consent, authorized the city attorney to proceed with the process to serve Mr. T. D. Burke, Burke’s Bar-B-Q Company, for failure to respond to April 18, 2012 Developer Agreement.**

7. **PUBLIC COMMENTS**

At Mr. La Venia's request, Messrs. Jon Riviera and Travis Childers, Public Risk Management of Florida (PRM), gave self introductions.

Upon Mayor Cheshire's suggestion and **by unanimous consent, the city commission waived its three-minute right to be heard rule under Resolution 2013-023 Public Participation Policy.**

Messrs. Riviera and Childers gave an historical overview of PRM's Property and Casualty Insurance and its coverages proposed for FY 2019-20 and outlined the membership, loss control assistance services, and the costs savings involved with municipalities they represent. (A copy of the proposal is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:13:08 PM Upon Commissioner DeGrave's suggestion and **by unanimous consent, the city commission appointed the city manager to serve as a member representing the city to attend PRM's Property and Casualty Insurance periodical board meetings.** (The city manager will submit the proposal for the city commission's consideration at the August 22, 2019 regular meeting.)

(a) **Commissioner Mobilian**

Commissioner Mobilian stated that he has no comments at this time.

ACTION: 6:31 :51 PM No action was necessary.

(b) **Commissioner DeGrave**

Commissioner DeGrave stated that he has nothing to report at this time.

ACTION: 6:31:55 PM No action was necessary.

(c) **Commissioner Bell – Parks, Recreation and Trails Advisory Board**

Commissioner Bell referred to the Dates to Remember under Agenda Item 8 recognizing the meeting of the August 13, 2019 Lake County Parks, Recreation and Trails Advisory Board Infrastructure Sales Tax Budget Workshop to be held at Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m. In response, Mr. La Venia confirmed his plan together with Mr. Bogle and Parks and Recreation Director Michelle Yoder to attend.

ACTION: 6:31:58 PM No action was necessary.

(c) **Vice Mayor Gunter, Jr.**

Vice Mayor Gunter referred to the television news broadcasted during the week regarding a blind person (attempting to order a pizza) who brought a lawsuit against Domino's Pizza whose website is not accessible under the 1990 Americans with Disabilities Act (ADA) and the petition filed referencing that brick-and-mortar

establishments qualifying as public accommodations under Title III makes no reference about accessible websites which did not exist when the act was passed.

ACTION: 6:32:18 PM No action was necessary.

8. MAYOR'S COMMENTS

Dates to Remember

Mayor Cheshire announced the following events:

- August 9, 2019, LCLC, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. – Cancelled;
- August 9, 2019, Movie on the Lawn *Shazam*, outside City Hall at 7:00 p.m.;
- August 10, 2019, City Commission Workshop at 9:00 a.m.;
- August 13, 2019, Parks, Recreation and Trails Advisory Board Infrastructure Sales Tax Budget Workshop, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- August 15-17, 2019, Florida League of Cities 93rd Annual Conference, Orlando World Center Marriott, 8701 World Center Drive, Orlando, Florida 32821 at 7:30 a.m.;
- August 22, 2019, City Commission Meeting Regular at 6:00 p.m.;
- August 27, 2019, Parks, Recreation and Trails Advisory Board Infrastructure Sales Tax Public Hearing, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- August 28, 2019, Lake-Sumter Metropolitan Planning Organization (MPO), Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.;
- September 2, 2019, Labor Day Holiday, city hall closed;
- September 5, 2019, City Commission Special Meeting at 6:00 p.m.;
- September 19, 2019 Village Institute of Plastic Surgery Grand Opening Ribbon-Cutting, 607 CR 466A, Fruitland Park, Florida 34731 at 3:00 p.m.;
- September 19, 2019, City Commission Special Meeting at 6:00 p.m., and
- October 2, 2019, 2019 Sponsor's Night, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 TBD.

ACTION: 6:33:12 PM and 6:34:15 PM. **By unanimous consent and upon Mayor Cheshire's suggestion, the city commission agreed to commence its September 19, 2019 special meeting at 6:30 p.m., immediately following the Planning and Zoning Board at 6:00 p.m.**

9. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:36 p.m.

The minutes were approved at the August 22, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2019-036 Public Risk Management Insurance Coverage

For the Meeting of: August 22, 2019
Submitted by: City Manager/City Attorney
Date Submitted: August 16, 2019
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes, proposed Resolution 2019-036 and

Item Description: Resolution 2019-036 to obtain insurance coverage from Public Risk Management of Florida effective October 1, 2019.

Action to be Taken: Adopt Resolution 2019-036.

Staff's Recommendation: Approval

Additional Comments: The PRM proposal was addressed at the August 8, 2019 regular city commission meeting.

City Manager Review:

Mayor Authorization:

RESOLUTION 2019-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO OBTAIN INSURANCE FROM PUBLIC RISK MANAGEMENT OF FLORIDA FOR COVERAGE EFFECTIVE OCTOBER 1, 2019; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a risk management audit of the City's current insurance program was conducted by World Risk Management through Public Risk Management of Florida; and

WHEREAS, the current insurance policies of the City expire September 30, 2019; and

WHEREAS, in receiving a comparison of the current insurance coverages and premiums from the current insurance provider and from Public Risk Management of Florida, the City Commission of the City of Fruitland Park, Florida finds the City will benefit from enhanced insurance coverage, lower deductibles, the elimination of certain deductibles, and reduced premium cost to the City; and

WHEREAS, the City Commission finds that moving its insurance business to Public Risk Management of Florida is beneficial to the City of Fruitland Park, its residents and business owners.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes and directs the City Manager to enter into an agreement with Public Risk Management of Florida for the provision of insurance coverage consistent with the proposal and findings entitled Risk Management Review and Property & Casualty Insurance Coverage submitted by Public Risk Management of Florida for the Effective period of October 1, 2019 to October 1, 2020.

Section 2. 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 _____ day of August, 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

City of Fruitland Park

2 Year Premium Comparison

Coverage	19-20	18-19
Property	\$ 47,702.00	\$ 44,917.00
Inland Marine	\$ 2,655.00	\$ 2,655.00
Crime	\$ 543.00	\$ 544.00
General Liability	\$ 57,347.00	\$ 56,793.00
Law Enforcement Liability	\$ 40,850.00	\$ 41,958.00
Public Officials Liability/EPLI	\$ 100,890.00	\$ 100,185.00
Auto Liability	\$ 15,028.00	\$ 15,028.00
Auto Physical Damage	\$ 22,015.00	\$ 24,854.00
Package Total	\$ 287,030.00	\$ 286,934.00
Workers' Compensation	\$ 99,567.00	\$ 66,195.00
Total Premium	\$ 386,597.00	\$ 353,129.00
WC Without Fire Department		
Experience Modification Factor	\$ 1.52	1.11
Payroll	\$ 3,032,289.00	\$ 2,161,592.00
Payroll % Increase	40.28%	
Premium % Increase	9.48%	



CITY OF FRUITLAND PARK

RISK MANAGEMENT REVIEW
PROPERTY & CASUALTY INSURANCE COVERAGE



EFFECTIVE: 10/1/2019
EXPIRATION: 10/1/2020



WORLD
Risk Management
A BALLATOR COMPANY

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PRIVILEGED IN NATURE - NOT FOR PUBLIC RECORD.

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TRANSMITTAL LETTER

GARY LA VENIA
CITY MANAGER
CITY OF FRUITLAND PARK
506 W BERCKMAN STREET
FRUITLAND PARK, FL 34731



RE: Property & Casualty Insurance Services

Dear Mr. La Venia:

On behalf of World Risk Management (WRM), we would like to thank the City of Fruitland Park [City] for the opportunity to conduct a risk management audit of the City’s current insurance program and demonstrate how a transition to Public Risk Management of Florida [PRM] would be beneficial to the City moving forward.

PRM is an Association of cities, counties and special districts in the State of Florida that has been in operation since 1987. With over 30 years of experience, PRM is a financially secure and sound program with a better than 3:1 Premium to Surplus ratio. **All insurers for PRM are rated “A” or better by A.M. Best. See page 3. Additionally, PRM does not retain any risk on catastrophic property which is critical in a catastrophic prone state such as Florida and cannot be claimed by our competitors.** We continue to maintain a conservative focus to ensure consistency and stability for years to come.

PRM prides itself on the coverages and services offered to its members via the PRM advantage. The audit conducted will provide additional detail in the enhanced coverages available to the City; however, the highlights include superior property coverage and \$2Mil standard limits on liability and auto. Additionally, member services include a robust Risk Management and Safety Program and online claims access and filing. New preferred members also receive a **2-year rate guarantee** that will lock in substantial savings beyond the first year.

Program Enhancements Identified: (NEED TO BE AMMENDED TO EACH SPECIFIC ENTITY)

1. Property Deductibles – The City currently carries a 2% Named Storm Deductible with a \$20,000 minimum per occurrence. Under the PRM program, the City will have a 2% Named Storm deductible as well; however, there will be no minimum deductible per occurrence. By removing the requirement for a minimum per occurrence, PRM is effectively reducing the City’s out of pocket costs in the event of a loss. Additionally, PRM will reduce the City’s All Other Peril [AOP] deductible from \$5,000 to \$1,000 further reducing the City’s out of pocket costs in the event of a loss.

2. Broader Property Coverage – The PRM property program provides considerable enhancements in coverage compared to your expiring program with the Preferred Governmental Insurance Trust [PGIT]. Limits for Extensions of Coverage such as Additional Expense, Ordinance of Law/Course of Construction, Errors and Omissions, which are all critical in a catastrophic prone state, are all significantly increased under the PRM program.

3. Law Enforcement / Public Officials Liability Deductible – The City currently carries a \$15,000 deductible on Law Enforcement Liability and a \$5,000 Deductible on Public Officials Liability. The PRM program will reduce this deductible requirement to \$0 for the City and pay all Law Enforcement and Public Officials Liability claims including Employment Practices at “first dollar”. Again, further reducing the City’s out of pocket costs in the event of a loss.



4. Risk Management & Loss Control Services – A comprehensive list of services made available to the City can be found starting on page 17. WRM will assist in the coordination of all services, as requested, for the City. If a unique service is required by the City, WRM is available and experienced at providing leading-edge and creative solutions to meet the ever-changing insurance landscape.

5. Pricing – The PRM offering will be substantially competitive with the City’s expiring program, particularly from a pricing and coverage standpoint. The PRM quote offers compellingly better coverage at a lower cost than the Preferred Governmental Insurance Trust (PGIT) program.

We are confident that this audit demonstrates WRM’s exceptional competence, the superior capabilities of the PRM program and why our company is the best choice for the City of Fruitland Park moving forward. We sincerely appreciate the opportunity to present the unique capabilities of our company to the City. Should the you have any questions or need further clarification, please do not hesitate to contact us. Thank you.

Jonathan Rivera
VP, Risk Management Consultant



Public Risk Management of Florida 2019 Reinsurance Partners

Carrier	AM Best Rating	Financial Size Category
Princeton Excess and Surplus Lines Insurance	A+ (Superior)	XV (\$2 Billion or greater)
Underwriters at Lloyd's of London	A (Excellent)	XV (\$2 Billion or greater)
Landmark American Insurance Company	A+ (Superior)	XIV (\$1.5 Billion to \$2 Billion)
Hallmark Specialty Insurance Company	A (Excellent)	XV (\$2 Billion or greater)
Endurance American Specialty Insurance	A+ (Superior)	XV (\$2 Billion or greater)
Markel Global Reinsurance Company	A (Excellent)	XIV (\$1.5 Billion to \$2 Billion)
Lexington Insurance Company	A (Excellent)	XV (\$2 Billion or greater)
Safety National Casualty Corporation	A+ (Superior)	XV (\$2 Billion or greater)

A. M. BEST FINANCIAL STRENGTH GUIDE

A++ to A+	A to A-	B++ to B+	B to B-	C++ to C+	C to C-
Superior	Excellent	Very Good	Good	Fair	Marginal

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up	to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC X	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XI	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIII	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	to	more
FSC VIII	100,000	to	250,000				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.



PRM LOCAL MEMBERSHIP LISTING

CITY OF INVERNESS	
START DATE	10/1/2017
SCOPE OF SERVICES PROVIDED	<p>Brokerage: Property, General Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death & Dismemberment, Cyber Liability.</p> <p>Consultant: Contract Review, FL §768.28 Sovereign Immunity, Relative Severity to Exposure by Class Analysis, Quality/Performance Monitoring, Claims Analysis, Claims Advocacy, Safety/Educational Training, Presentations to the Board, Budget Projections, Insurance Carrier Solvency, Market Updates, Recommendations, RFP/Vendor Minimum Insurance Requirements, Item/Topic Relevant to Client, but not limited to...</p>
TOWN OF LADY LAKE	
START DATE	10/1/1997
SCOPE OF SERVICES PROVIDED	<p>Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death & Dismemberment, Cyber Liability, Pollution Liability, Airport Liability.</p> <p>Consultant: Contract Review, FL §768.28 Sovereign Immunity, Relative Severity to Exposure by Class Analysis, Quality/Performance Monitoring, Claims Analysis, Claims Advocacy, Safety/Educational Training, Presentations to the Board, Budget Projections, Insurance Carrier Solvency, Market Updates, Recommendations, RFP/Vendor Minimum Insurance Requirements, Item/Topic Relevant to Client, but not limited to...</p>
CITY OF UMATILLA	
START DATE	10/1/2011
SCOPE OF SERVICES PROVIDED	<p>Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death & Dismemberment, Cyber Liability.</p> <p>Consultant: Contract Review, FL §768.28 Sovereign Immunity, Relative Severity to Exposure by Class Analysis, Quality/Performance Monitoring, Claims Analysis, Claims Advocacy, Safety/Educational Training, Presentations to the Board, Budget Projections, Insurance Carrier Solvency, Market Updates, Recommendations, RFP/Vendor Minimum Insurance Requirements, Item/Topic Relevant to Client, but not limited to...</p>



CITY OF EUSTIS	
START DATE	10/1/1992
SCOPE OF SERVICES PROVIDED	<p>Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death & Dismemberment, Cyber Liability, Pollution Liability, Airport Liability.</p> <p>Consultant: Contract Review, FL §768.28 Sovereign Immunity, Relative Severity to Exposure by Class Analysis, Quality/Performance Monitoring, Claims Analysis, Claims Advocacy, Safety/Educational Training, Presentations to the Board, Budget Projections, Insurance Carrier Solvency, Market Updates, Recommendations, RFP/Vendor Minimum Insurance Requirements, Item/Topic Relevant to Client, but not limited to...</p>
CITY OF TAVARES	
START DATE	10/1/1989
SCOPE OF SERVICES PROVIDED	<p>Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death & Dismemberment, Cyber Liability.</p> <p>Consultant: Contract Review, FL §768.28 Sovereign Immunity, Relative Severity to Exposure by Class Analysis, Quality/Performance Monitoring, Claims Analysis, Claims Advocacy, Safety/Educational Training, Presentations to the Board, Budget Projections, Insurance Carrier Solvency, Market Updates, Recommendations, RFP/Vendor Minimum Insurance Requirements, Item/Topic Relevant to Client, but not limited to...</p>



	PROPERTY INSURANCE	
	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
TOTAL INSURED VALUES	TDB	\$13,933,726
SCHEDULE BASIS	BLANKET	BLANKET
VALUATION		
- PROPERTY	REPLACEMENT COST	REPLACEMENT COST
- INLAND MARINE	ACTUAL CASH VALUE	REPLACEMENT COST
- BUSINESS INCOME	SILENT	ACTUAL LOSS SUSTAINED
CO-INSURANCE CLAUSE	WAIVED	WAIVED
ADDITIONAL COVERAGE TERMS		
ALL OTHER PERILS	INCLUDED	INCLUDED
EARTH MOVEMENT	\$1,000,000	\$50,000,000 INCLUDING SINKHOLE
FLOOD PER OCCURRENCE	\$1,000,000	\$50,000,000
NAMED WINDSTORM	INCLUDED	INCLUDED
STORM SURGE	INCLUDED IN NAMED WINDSTORM	INCLUDED IN NAMED WINDSTORM
DEDUCTIBLES		
ALL OTHER PERILS, EXCEPT:	\$5,000	\$1,000
EARTH MOVEMENT	\$5,000	\$1,000 (INCLUDES SINKHOLE)
FLOOD PER OCCURRENCE – ALL OTHER ZONES	\$5,000	\$1,000
INLAND MARINE	\$1,000	\$1,000
NAMED WINDSTORM (INCLUDING STORM SURGE)	2% PER AFFECTED LOCATION \$20,000 MINIMUM	2% PER AFFECTED UNIT NO MINIMUM

DENOTES SIGNIFICANT ENHANCEMENT



	PROPERTY INSURANCE	
	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
EXTENSION OF COVERAGE SUBLIMITS		
ACCIDENTAL CONTAMINATION LIMIT (LAND)	\$25,000/\$50,000	\$250,000/\$500,000
ALL RISK EXPEDITING EXPENSE LIMIT	\$5,000	\$50,000,000
ANIMALS LIMIT	\$1,000/\$5,000	\$50,000/\$2,500,000
AUTOMATIC ACQUISITION LIMIT	\$2,000,000 UP TO 60 DAYS	\$25,000,000
AUTOMATIC ACQUISITION LIMIT IN FLOOD ZONES A & V	SILENT	\$10,000,000
AUTO PHYSICAL DAMAGE	ACTUAL CASH VALUE	ACV OR RC
BUSINESS INTERRUPTION LIMIT (INCLUDED IN POLICY LIMITS)	\$100,000	\$100,000,000
CLAIMS PREPARATION LIMIT	\$10,000	\$1,000,000
CO-INSURANCE CLAUSE	NONE	NONE
CONTINGENT BUSINESS INTERRUPTION LIMIT	SILENT	\$5,000,000
COURSE OF CONSTRUCTION LIMIT	IF SCHEDULED	\$50,000,000
*DEBRIS REMOVAL	\$250,000	\$25,000,000
*DEMOLITION/INCREASED COST OF CONSTRUCTION/ORDINANCE OR LAW	\$500,000 PER OCCURRENCE	\$25,000,000
EMPLOYEES TOOLS	\$25,000/\$50,000	\$50,000 PER MEMBER
EQ LIMIT (VEHICLES, CE & FINE ART)	SILENT	\$5,000,000
*ERRORS & OMISSIONS LIMIT	\$250,000 PER OCCURRENCE	\$25,000,000
EXTENDED PERIOD OF INDEMNITY LIMIT	60 DAYS	180 DAYS
EXTRA EXPENSE LIMIT	\$100,000	\$50,000,000
FLOOD LIMIT (VEHICLES, CE & FINE ART)	SILENT	\$5,000,000
JEWELRY, FURS, & PRECIOUS METALS LIMIT	SILENT	\$500,000
MISC. UNNAMED IN FLOOD ZONES A&V	SILENT	\$10,000,000
MISCELLANEOUS UNNAMED LOCATIONS	\$150,000	\$25,000,000
*MOLD, MILDEW OR FUNGUS (RESULTANT) - PER MEMBER & ANNUAL AGGREGATE	\$10,000/\$20,000	\$35,000/\$105,000
MONEY & SECURITIES – PROPERTY COVERAGE	SILENT	\$2,500,000
OFF PREMISES SERVICE INTERRUPTION LIMIT	\$100,000	\$25,000,000
PERSONAL PROPERTY LIMIT (OUTSIDE US)	SILENT	\$1,000,000
SCHEDULED LANDSCAPING LIMIT	\$25,000	\$5,000,000
*TERRORISM & SABOTAGE	EXCLUDED	\$10,000,000
TRANSIT LIMIT	\$250,000	\$25,000,000
UNSCHEDULED FINE ARTS LIMIT	\$25,000 ANY ONE ITEM	\$2,500,000
WATERCRAFT LIMIT UP TO 27 FEET	EXCLUDED	\$2,500,000

DENOTES SIGNIFICANT ENHANCEMENT
PRM COLUMN REPRESENTS ASSOCIATION SUBLIMITS



BREAKDOWN OF INSURABLE PROPERTY VALUES

PROPERTY INFORMATION		
TOTAL INSURANCE VALUES		2019-2020
TOTAL BUILDING VALUES		\$ 8,151,530*
TOTAL CONTENT VALUES		\$ 2,140,258
DECLARED/PROP IN OPEN		\$ 500,000
ELECTRONIC DATA PROCESSING EQUIPMENT		\$ 500,000
BUSINESS INTERRUPTION/EXTRA EXPENSE		\$ 500,000
INLAND MARINE		\$ 947,000
AUTOMOBILE VALUES		\$ 1,444,938
TOTAL INSURABLE VALUES		\$ 13,933,726

***INCLUDES INSURABLE VALUES FOR THE NEW LIBRARY**



PROPERTY COVERAGE REMARKS

The PRM property program provides *considerable* enhancements in coverage compared to the expiring program with the Preferred Governmental Insurance Trust (PGIT). In addition, it is materially competitive from a pricing perspective.

As illustrated by the comparison (above), many important coverages are not sub-limited within its total limit of insurance. This provides the City with piece of mind that in the event of a large property event, you will be indemnified for the full financial loss.

➤ AOP deductible reduced from \$5,000 to \$1,000.	➤ Terrorism Coverage Included for \$10,000,000.
➤ Named Windstorm deductible minimum removed.	➤ Ordinance or Law coverage increased to \$25Mil versus \$500,000.
➤ Named Windstorm Deductible will read as per item versus per location.	➤ Mobile Equipment, Contractors Equipment, Inland Marine coverage is provided at Replacement Cost versus Actual Cash Value.

SUPERIOR COVERAGE – CLAIMS SCENARIOS

PRM provides substantial coverage enhancements over competing programs. The following is a sample of the many “hidden” costs associated with the application of insurance as it relates to the City’s current insurance program.

EXAMPLE NO. 1

City Hall experiences a fire loss of \$15,000.

Questions: What are the City’s deductible costs?

Company	PGIT	PRM
Deductible Costs	\$5,000	\$1,000
City’s Out of Pocket Costs including deductible	\$5,000	\$1,000

THE CITY’S CURRENT PROGRAM WOULD NOT PAY UNLESS THE CLAIM EXCEEDED \$5,000. PRM WILL PAY ANYTHING IN EXCESS OF \$1,000.

EXAMPLE NO. 2

Brown & Brown previously omitted the Pump House Well #7 Main Housing at 300 Spring Lake Road. It is scheduled for \$1,500,000 replacement cost. Diana caught this error and was able to add to the policy. Assume there had been a claim resulting in a total loss of that structure:

Questions: What are the City’s deductible costs? How much money will the City receive from the insurance carrier?

Company	PGIT	PRM
Loss Valuation	Replacement Cost	Replacement Cost
Deductible Costs	\$5,000	\$1,000
Insurance Payout excluding deductible costs	\$250,000	\$1,500,000
City’s Out of Pocket Costs including deductible	\$1,255,000	\$1,000

THE CITY’S CURRENT PROGRAM WOULD COST THE CITY AN ADDITIONAL \$1,255,000 IN THIS CLAIM SCENARIO.



EXAMPLE No. 3

The concession stands (\$36,750) and pump house (\$21,000) at 200 Shiloh Street are damaged due to a named storm.

Questions: What are the City's deductible costs?

Company	PGIT	PRM
Named Windstorm Coverage	Included	Included
Named Windstorm Deductible	2% per location \$20,000 Minimum	2% per <u>unit</u> No minimum
Deductible Costs	\$22,210	\$1,155

THE PGIT PROGRAM WOULD COST THE CITY AN ADDITIONAL \$21,055 IN THIS CLAIM SCENARIO. THE TOTAL VALUES OF 200 SHILOH STREET ARE \$1,110,543. PGIT APPLIES THE NAMED STORM DEDUCTIBLE OF 2% TO ALL STRUCTURES AT A GIVEN ADDRESS OR "PER LOCATION" WHETHER DAMAGED OR NOT. PRM APPLIES THE DEDUCTIBLE ONLY TO THE BUILDINGS THAT ARE AFFECTED.



	CRIME	
	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
COVERAGE		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$50,000	\$500,000
▪ FORGERY OR ALTERATION	\$10,000	\$500,000
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$10,000	\$500,000
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER	Excluded	\$500,000
▪ OUTSIDE THE PREMISES	Excluded	\$500,000
▪ COMPUTER FRAUD	\$10,000	\$500,000
▪ FUNDS TRANSFER FRAUD	\$10,000	\$500,000
DEDUCTIBLES		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$1,000	\$1,000
▪ FORGERY OR ALTERATION	\$1,000	\$1,000
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$1,000	\$1,000
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER	Excluded	\$1,000
▪ OUTSIDE THE PREMISES	Excluded	\$1,000
▪ COMPUTER FRAUD	\$1,000	\$1,000
▪ FUNDS TRANSFER FRAUD	\$1,000	\$1,000

DENOTES SIGNIFICANT ENHANCEMENT



BOILER & MACHINERY		
	EXPIRING PROGRAM 2018-2019	PROPOSED PROGRAM 2019-2020
COMPANY	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
COVERAGE		
▪ LIMIT OF COVERAGE	\$8,151,530	\$50,000,000
▪ BUSINESS INCOME	\$1,000,000	\$50,000,000
▪ EXTRA EXPENSE	\$1,000,000	\$50,000,000
▪ EXPEDITING EXPENSE	\$1,000,000	\$50,000,000
▪ SPOILAGE	\$250,000	\$50,000,000
▪ UTILITY INTERRUPTION	\$2,000,000 24 HOUR WAITING PERIOD	\$50,000,000 4 HOUR WAITING PERIOD
▪ ORDINANCE OR LAW	\$1,000,000	\$1,000,000
▪ WATER DAMAGE	\$1,000,000	\$50,000,000
▪ FUNGUS, WET OR DRY ROT	\$15,000	\$15,000
▪ HAZARDOUS SUBSTANCE	\$1,000,000	\$2,000,000
DEDUCTIBLE		
▪ EQUIPMENT BREAKDOWN	\$5,000	\$1,000 ALL OBJECTS \$10,000 TRANSFORMERS 10,000 KVA



	MUNICIPAL LIABILITY	
	EXPIRING PROGRAM 2018-2019	PROPOSED PROGRAM 2019-2020
COMPANY	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
GENERAL LIABILITY		
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000	\$2,000,000
PERSONAL & ADVERTISING INJURY	\$1,000,000	\$2,000,000
FIRE DAMAGE	Included	\$2,000,000
PESTICIDE & HERBICIDE	\$1,000,000	\$2,000,000
SEWER BACKUP & WATER DAMAGE	\$10,000 PER CLAIMANT \$200,000 AGGREGATE	\$2,000,000
DEDUCTIBLE	\$0	\$0
LAW ENFORCEMENT LIABILITY		
PER OCCURRENCE	\$1,000,000	\$2,000,000
GENERAL AGGREGATE	NOT APPLICABLE	NOT APPLICABLE
DEDUCTIBLE	\$15,000	\$0
PUBLIC OFFICIALS LIABILITY		
PER CLAIM	\$1,000,000	\$2,000,000
GENERAL AGGREGATE	\$1,000,000	\$6,000,000
BERT HARRIS	\$100,000/\$100,000	\$300,000/\$300,000
INVERSE CONDEMNATION	SILENT	\$100,000/\$100,000
DEDUCTIBLE	\$5,000	\$0
EMPLOYMENT PRACTICES LIABILITY		
EACH CLAIM	\$1,000,000	\$2,000,000
GENERAL AGGREGATE	\$1,000,000	\$6,000,000
DEDUCTIBLE	\$5,000	\$0
CYBER/PRIVACY LIABILITY		
EACH CLAIM	\$2,000,000	\$1,000,000
POOL AGGREGATE	\$2,000,000	\$5,000,000
DEDUCTIBLE	\$5,000	\$5,000
BUSINESS INCOME	\$2,000,000	\$1,000,000
PRIVACY NOTIFICATION COSTS	\$2,000,000	\$1,000,000

DENOTES SIGNIFICANT ENHANCEMENT



MUNICIPAL LIABILITY COVERAGE REMARKS

PRM's standard limits exceed the General Liability limits currently afforded to the City by its current program. PRM's offering will include a \$3,000,000 Excess Policy on a follow form across Auto, General Liability, and Public Officials Liability. As a result, the City's Limit across all coverages per occurrence will equal \$5,000,000 with a \$9,000,000 aggregate on Public Officials and Employment Practices Liability.

PRM is reducing the City's deductible on Law Enforcement Liability from \$15,000 per occurrence to \$0 per occurrence.

PRM is reducing the City's deductible on Public Officials and Employment Practices Liability from \$5,000 per occurrence to \$0 per occurrence.



	AUTO LIABILITY	
	EXPIRING PROGRAM 2018-2019	PROPOSED PROGRAM 2019-2020
COMPANY	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
COVERAGE		
▪ LIABILITY – COMBINED SINGLE LIMIT	\$300,000	\$2,000,000
▪ HIRED/BORROWED LIABILITY	\$300,000	\$2,000,000
▪ NON-OWNED LIABILITY	\$300,000	\$2,000,000
▪ MEDICAL PAYMENTS	EXCLUDED	EXCLUDED
▪ PERSONAL INJURY PROTECTION	STATUTORY	STATUTORY
▪ UNINSURED MOTORIST UNDERINSURED MOTORIST	EXCLUDED	EXCLUDED
▪ VALUATION		
○ COLLISION	ACTUAL CASH VALUE	ACV OR REPLACEMENT COST
○ COMPREHENSIVE	ACTUAL CASH VALUE	ACV OR REPLACEMENT COST
DEDUCTIBLE		
COLLISION / COMPREHENSIVE	\$1,000	\$1,000

DENOTES SIGNIFICANT ENHANCEMENT

AUTO COVERAGE REMARKS

The PRM program provides standard limits of \$2,000,000. The City currently has a combined single limit of liability of only \$300,000. Additionally, the City has the option to insure its larger vehicles at Replacement Cost which could substantially reduce the City’s out of pocket expenses in the event of a loss.



WORKERS' COMPENSATION & EMPLOYERS' LIABILITY		
	PREFERRED GOVERNMENTAL INSURANCE TRUST [PGIT]	PUBLIC RISK MANAGEMENT OF FLORIDA [PRM]
COVERAGE		
<ul style="list-style-type: none"> ▪ PART ONE – WORKERS' COMPENSATION 	STATUTORY	STATUTORY
<ul style="list-style-type: none"> ▪ PART TWO – EMPLOYER'S LIABILITY <ul style="list-style-type: none"> ○ BODILY INJURY BY ACCIDENT ○ BODILY INJURY BY DISEASE 	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT	\$3,000,000 EACH ACCIDENT \$3,000,000 POLICY LIMIT
DEDUCTIBLE		
PART ONE & PART TWO	\$0	\$0

DENOTES SIGNIFICANT ENHANCEMENT

WORKERS' COMPENSATION COVERAGE REMARKS

The limit of liability under Part Two is increased by the PRM program offering. All other coverage, limits, and deductibles are the same.

CLASS CODE	DESCRIPTION	PAYROLL	PAYROLL
5509	Street or Rd Const or Reconstruction by State, County or Municipality		\$ 120,988.00
7520	Waterworks Operations		\$ 344,069.00
7580	Sanitation		\$ 83,027.00
7704	Firefighters & Drivers		\$ 236,953.00
7720	Police Officers & Drivers		\$ 1,111,734.00
8810	Clerical Office Employees		\$ 852,859.00
9015	Buildings Operations by Owner - all other employees		\$ 1,403.00
9102	Park NOC - All Employees & Drivers		\$ 281,256.00
TOTAL PAYROLL			\$ 3,032,289



PROPOSAL PRICING

COVERAGE	BROWN & BROWN PROJECTED PREMIUM	PUBLIC RISK MANAGEMENT 2019 INDICATION
PROPERTY, BOILER & MACHINERY AND CRIME	\$310,176	INCLUDED
GENERAL LIABILITY INC. LAW ENFORCEMENT AND PUBLIC OFFICIALS/EMPLOYMENT PRACTICES	INCLUDED IN PROPERTY	INCLUDED
AUTOMOBILE LIABILITY	INCLUDED	INCLUDED
WORKERS' COMPENSATION	\$45,000	INCLUDED
CYBER LIABILITY	INCLUDED	INCLUDED
AVERAGE YEARLY DEDUCTIBLE COSTS UNDER LIABILITY	\$10,000+	NONE
TOTAL COST OF RISK (PREMIUM PLUS LIABILITY DEDUCTIBLES)	\$335,176.00	\$254,629.00
YEAR 1 SAVINGS		\$80,547 (24%)
YEAR 2 SAVINGS**		\$80,547 (24%)
TOTAL GUARANTEED MINIMUM SAVINGS OVER 2 YEAR PERIOD		\$160,000+

IMPORTANT!!!!

****PLEASE NOTE THAT OUR PROPOSAL INDICATION ALSO INCLUDES A TWO-YEAR RATE GUARANTEE ON ALL LINES OF COVERAGE OFFERED. POLICY RATES WILL REMAIN FLAT FOR THE 2020-2021 INSURANCE RENEWAL AND ANY PREMIUM ADJUSTMENT, UP OR DOWN, WILL CORRESPOND DIRECTLY WITH ANY EXPOSURE CHANGE ONLY.**

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCED PROPOSAL INDICATION PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

****PROPOSAL INDICATION IS SUBJECT TO DETAILED LOSS RUNS WITH A RECENT VALUATION DATE.****

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PRIVILEGED IN NATURE – NOT FOR PUBLIC RECORD.



LOSS CONTROL ASSISTANCE

PRM coordinate Loss Control services on behalf of the City if desired and as needed. In addition to the brokerage and consultative services provided by WRM, the City will receive additional service and loss control support from PRM. A key factor in PRM's high client retention ratio is its services provided. Please see below for a catalogue of services available to the City. While comprehensive, this list is not all encompassing. If a need for unique services is required by The City of St. Augustine, WRM/PRM is available and experienced at providing leading-edge and creative solutions to meet the ever-changing landscape.

Risk Analysis

Onsite risk analysis services are provided for PRM members in an attempt to identify potential loss producing hazards and to assist with regulatory compliance. A risk analysis includes a review of the following areas:

1. Record Keeping Analysis
2. Written Program Requirements
3. Physical Hazards Identification
4. Training Needs

Regulatory Assistance

Numerous OSHA and safety related technical resources are available to assist members in complying with a multitude of Federal and State safety requirements.

1. Compliance Assistance
2. Guidelines
3. Regulatory Interpretations
4. Post Audit Consultations
5. Citation Validation

Safety Program Developments

A variety of written safety and loss prevention programs are available to meet the needs of members. Whether they require a basic program to comply with a specific regulation, or a city/county wide safety program, PRM Loss Prevention Services can help.

1. Individual Regulatory Programs
2. Comprehensive Programs
3. State Approved Discount
4. Programs

Technical Assistance

PRM offers a wide variety of specialty services as a part of the Loss Prevention Program. PRM discusses individual concerns and provides results-oriented solutions that meet your needs.

1. Job Hazard Analysis

2. Safety Committee Set-up

3. Participation

Safety Training

PRM believes training and education are of the most effective methods in reducing workplace accidents and losses. PRM Loss Prevention Services include training support at both the supervisory and employee levels.

1. Formal Classroom Training Sessions
2. Training Literature & Materials
3. Supervisor "Safety Talks"
4. Safety Video Library
5. Legal Update Email "Blasts"

Loss Trending

PRM provides frequent loss trending reports to each member. These reports provide valuable information that identifies potential problem areas within each line of coverage and a roadmap to where additional workforce training may be needed.

1. Injury Frequency Trending by type and severity
2. Comparative Analysis with other PRM members
3. Major Sources of Losses

Employment Practices

PRM provides Employment Practices Liability loss prevention services to its members by providing an in-depth review and audit of all employment related practices and policies with additional legal support from the office of Allen, Norton & Blue, who specializes in labor law.

1. Employment Practices Audit
2. Analysis upon request
3. Assistance in preparing
 - a. Employee Handbook
 - b. Personnel Rules and Regulations
 - c. Job descriptions
4. Assistance in Salary Surveys
5. Assistance in Benefit Surveys



6. Human Resources Video Library

Comprehensive Services



Risk Analysis

On-site risk analysis services are provided for members to identify potential loss producing hazards and to assist with regulatory compliance. A Risk Analysis includes a review of the following:

- Record Keeping Analysis
- Physical Hazards Identification
- Written Program Requirements
- Training Needs

Regulatory Assistance

Numerous safety-related, technical resources are available to assist members in complying with a multitude of State & Federal regulations such as the following:

- Compliance Assistance & Guidance
- Post-Audit Consultations
- Regulatory Interpretations

Technical Assistance

PRM offers a myriad of special services as part of the Loss Prevention Program.

- Detailed Loss & Hazard Analysis
- Safety Committee Setup & Participation

Loss Trending

PRM Loss Prevention Staff discusses individual concerns and provides results-oriented solutions for each member.

- Injury Frequency Trending
- Comparative Analysis with Other Members/Market

5-Year Appraisal Services

- No cost to membership
- Appraisals every 5 years to provide accurate insurable values which can change year to year based on replacement cost index inflation
- Report provides accurate secondary wind characteristics underwriting data for property insurance carriers



Loss Control & Prevention



PRM staff has the experience and expertise to work with each member in meeting their individual needs with customized training. Loss Control Resources are outlined below and include (2) types of online training video platforms, a video library, workshops and seminars, customized onsite training and programs such as comprehensive safety and employment practices reviews.

ALL LOSS CONTROL RESOURCES ARE INCLUDED FREE OF CHARGE AS A PREFERRED MEMBER OF PUBLIC RISK MANAGEMENT OF FLORIDA.

Insurance Discount Programs

- Safety Credit Program
- Drug-Free Workplace Program

Risk Analysis Programs

- Human Resources Loss Control Review
- Risk Management/Safety Loss Prevention Review
- Loss Analysis
- Facilities Inspection

Professional Legal Resources

- Employment Law Consultation Services
- HR/Supervisory Roundtable Events
- Safety Webinars
- HR Law and Solutions Seminar
- Law Enforcement Liability available 24/7

Learning Resources

- Safety Talks
- Legislative/Compliance Update Email "Blasts"
- Quarterly Newsletter
- Onsite Training - Customized to the needs of your entity
- Member Surveys

What is a Loss Prevention Review?

PRM's Risk/Safety Review is a review of your organization's formal and informal Risk Management practices and procedures.

Areas of Review Include:

Claims: External and internal forms, reporting process and procedures.

Safety Program:

- Accident & Injury Investigation - process, procedures, documentation
 - Safety Policy - written policy, rules and procedures
 - Safety Committee - role, responsibility, purpose and goals
 - Safety Inspections - preventative maintenance, documentation and follow up infrastructure (sidewalks)
 - Record keeping - process, procedure and documentation
 - Review of annual training schedule
- * List not all encompassing

Getting Started:

Contact a PRM Loss Prevention Consultant (LPC) to discuss your needs. Once a review has been completed, your LPC will arrange a meeting with you to discuss recommendations. PRM can also assist by providing sample policies or documents that meet necessary State and Federal compliance requirements.

Pre-Defense Review



Pre-Defense Review

PRM offers a Pre-Defense (PDR) program for Law Enforcement activities in a need for immediate legal advice. Our Pre-Defense Review program is designed to give your agency immediate professional legal advice after a critical incident that may result in litigation. We recommend using the PDR after one of the following instances may have occurred:

- Injury
- Death
- Violation of Civil Rights is Questionable
- Use of Deadly Force
- Use of Excessive Force
- Wrongful Arrest
- High Speed Chase resulting in injuries or death
- Any incident Involving Injury, Death or Constitutional Rights in a County Jail or Municipal Holding Facility

On-Site Law Enforcement Training

PRM's law enforcement training is specifically tailored for local Sheriff and Police Departments. The training addresses officer safety and how officers can protect the entity from liability claims through the use of correct policies & procedures."



Claims Advocacy



PRM has an on-site Claims and Litigation Manager and Risk Management Claims Specialist to ensure favorable outcomes and cost savings for its members.

Services include:

- Monitor all claims for Action Plan and appropriate reserving
- Approval of all settlements
- Approval of large reserve increases
- Participation in all Claim Reviews with Members
- Order/Assign Loss Control
- Approval of all allocated expenses, including:
 - Defense Assignment
 - Surveillance
 - Nurse Case Management
- Review of loss run data for trends and opportunities for preventative measures



Online Training Resources



PRM provides members with an array of services to assist in the prevention of losses associated with Property & Casualty, Workers' Compensation, Safety, and all areas of Liability, including Police and Employment Practices.

Choose from two different online training resources:

1. First Net Learning Management System

- New Hire Training Bundle
- Course of the Month
- Training Tracking Tool
- Training Certificates
- Report Feature

2. The Training Network Now Streaming Videos

- Over 600 Video Safety Topics Available 24/7
- Many Titles Available in Spanish
- One Log-In for Your Entire Organization
- Quizzes and Supplemental Materials to Further Support Your Efforts



Testimonials



"The Village of Pinecrest has been with PRM for about 2 1/2 years, and in addition to the wonderful staff we've gotten to know, we have taken full advantage of all the other ancillary benefits which have come with being a PRM member. The online training has become a valuable part of our "Day One Onboarding" process and includes videos on Bullying in the Workplace, Ethics, Safety, and Sexual Harassment. Recently, we also took advantage of on-site training with Michele Faulkner. Michele did a wonderful job with our supervisory audience, covering not only major employment laws but also the performance management process and discipline. I would highly recommend this workshop to any member for both seasoned and new supervisors. Another added benefit which I personally appreciate is having knowledgeable and professional staff readily available to review our policies and procedures and safety manuals. The recommendations provided were welcomed and certainly appreciated."

Mayra Saucedo, Human Resources Manager
Village of Pinecrest

"PRM services include access to highly professional HR and Legal staff. Any questions regarding employee matters are promptly responded to. PRM has in-house legal counsel and partners with the law firm of ANB. Both legal counsels are highly familiar with our City and current issues impacting public entities. Additionally, PRM is very responsive to any issues that come up. We contact them on anything that is or could be a concern and they promptly provide guidance.

Lee Ricci, Human Resources/Risk Management Director
City of Longwood

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

ITEM TITLE:	First Reading – Ordinance 2019-012 Sewer Impact Fee
For the Meeting of:	August 22, 2019
Submitted by:	City Manager/City Attorney
Date Submitted:	August 16, 2019
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, proposed Ordinance 2019-012

Item Description: Ordinance 2019-012 amending wastewater impact fee provisions under Chapter 37 of the code. (The second reading will be held on September 5, 2019.)

Action to be Taken: **Approve Ordinance 2019-012 .**

Staff's Recommendation: **Approval**

Additional Comments:

City Manager Review:

Mayor Authorization:

ORDINANCE 2019-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING WASTEWATER IMPACT FEE PROVISIONS IN CHAPTER 37 OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth; and

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to adopt and implement impact fees; and

WHEREAS, the City Commission entered into that certain Amended and Restated to Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the Town of Lady Lake (the “Agreement”); and

WHEREAS, the Agreement provides for the Town of Lady Lake to provide wastewater capacity to the City of Fruitland Park to serve the City of Fruitland Park’s wastewater customers; and

WHEREAS, the Town of Lady Lake utilizes its wastewater facilities to serve the City of Fruitland Park; and

WHEREAS, the Town of Lady Lake adopted and implemented a wastewater impact fee and the Agreement provides for the City of Fruitland Park to pay the Town of Lady Lake an amount equal to the wastewater impact fees corresponding to the flow and usage; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to adopt a wastewater impact fee equal to the Town of Lady Lake wastewater impact; and

WHEREAS, the City of Fruitland Park has advertised as required by law for a public hearing prior to adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Amendment. Sections 37.01 – 37.08, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

WASTEWATER

Sec. 37.01. - Legislative findings.

The City of Fruitland Park finds, determines and declares that:

- (A) The provision of wastewater service is in the best interest of the public's health, safety and welfare.
- (B) The City of Fruitland Park ~~is in the process of constructing and developing~~ entered into an agreement with the Town of Lady Lake for the provision of wastewater facilities and services in order to maintain and/or improve current standards of public health.
- (C) The imposition of wastewater capital charges is one of the preferred methods of ensuring that development bears a proportionate share of the cost of wastewater facilities necessary to accommodate such development.
- (D) The charges established herein are derived from, are based upon, and do not exceed the costs of providing wastewater facilities necessitated by development in the city and its service area.
- (E) The fees were calculated based on a model developed by Burton & Associates in their study, "Town of Lady Lake Water, Wastewater and Reclaimed Water Impact Fee Study." ~~analysis conducted by the city engineer, Ted Wicks, P.E., of Wicks Consulting Services, Inc., an executive summary of which is attached to Ordinance 2005-028, The model meets the common law and statutory requirements that the fee has a rational nexus between the need for additional capital facilities and growth and population, and has a rational nexus between the expenditure of funds collected and the benefits accruing to the growth. sets forth a reasonable methodology and analysis for the determination of the impact of development on the need for and costs of wastewater facilities in the City of Fruitland Park and its utilities service district.~~

Sec. 37.02. - Short title, authority and applicability.

- (A) This ordinance shall be known and may be cited as the "City of Fruitland Park Wastewater ~~Capital Charge~~ Impact Fee Ordinance".
- (B) The city commission for the City of Fruitland Park has the authority to adopt this ordinance pursuant to general law.
- (C) This ordinance shall apply in the incorporated areas of the City of Fruitland Park as well as the unincorporated areas within the City of Fruitland Park's utilities service district.

Sec. 37.03. - Intent and purposes.

- (A) This ordinance is intended to assist in the implementation of the City of Fruitland Park Comprehensive Plan.
- (B) The purpose of this ordinance is to assure that development bears a proportionate share of the cost of capital expenditures necessary to provide wastewater facilities ~~in~~ for the City of Fruitland Park.
- (C) The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

Sec. 37.04. - Imposition of wastewater ~~capital charge~~ impact fee.

Any person who, after the effective date of this ordinance [~~September 8, 2005~~], seeks to connect to the City of Fruitland Park wastewater system, is hereby required to pay a wastewater ~~capital charge~~ impact fee in the manner and amount set forth in this ordinance.

In the event the city, by ~~resolution or ordinance of city commission~~, does not modify the amount of the ~~capital charge~~ impact fee to the contrary, the ~~capital charge~~ impact fee will be ~~\$3,080.00~~ \$3,1720 per ~~ERC~~ ERU. Wastewater ~~capital charges~~ impact fees shall be ~~indexed to inflation and adjusted to be the same as wastewater impact fees charged by the Town of Lady Lake, effective October 1 of each year beginning October 1, 2006. The inflation index for these adjustments shall be the Engineering News Record (ENR) construction cost index for the preceding 12 months or such other index as deemed appropriate by the city commission.~~ The city manager shall document the adjusted rate each ~~year~~ time adjusted subject to review by the city commission. Otherwise, the city commission may by resolution or ordinance adjust the wastewater capital charge as deemed appropriate.

Sec. 37.05. - Determination of equivalent residential ~~unit~~ connection factors.

For purposes of calculating and imposing the wastewater ~~capital charge~~ impact fee provided for herein, the ~~ERU~~ ERC factor for any particular connection shall be calculated and imposed as set forth in § 159.070 of the ~~Code of Ordinances~~ Land Development Code and Regulations.

Editor's note—

§ 159.070, which is part of the Land Development Code and Regulations, is not set out in this volume, but is available for inspection in the office of the city clerk.

Sec. 37.06. - Payment of fee.

- (A) The feepayer shall pay the wastewater ~~capital charge~~ impact fee required by this ordinance to the City of Fruitland Park when ~~zoning clearance for~~ a building permit is issued by the city or pursuant to a written agreement with the city, but in any event prior to connection to the city's wastewater system.

- (B) All funds collected shall be properly identified by and promptly transferred for deposit in the appropriate wastewater ~~capital charge~~ impact fee fund to be held in a separate account as provided in § 37.07 of this chapter and used solely for the purposes specified in this subchapter.

Sec. 37.07. - Wastewater ~~capital charge~~ impact fee fund established.

(A) The wastewater ~~capital charges~~ impact fee collected pursuant to this chapter shall be deposited into a fund called the "City of Fruitland Park Wastewater ~~Capital Charge~~ Impact Fee Fund". The fees deposited in the fund shall be used only ~~for the to pay the wastewater impact fee charged by the Town of Lady Lake, which is designed as "operational costs" in the Interlocal Agreement between the City of Fruitland Park and the Town of Lady Lake construction and debt service related to the acquisition of capital improvements for the city connection to the Town of Lady Lake wastewater system. The impact fees shall not be utilized for operational or maintenance costs.~~

~~(B) The city commission may, by resolution, provide for the application of some or all of the wastewater facilities capital charges to the payment or security for the payment of revenue bonds issued in whole or in part for the purpose set out in subsection (A) of this section, provided that the amount of wastewater facilities capital charge applied to the payment of such bonds shall not exceed the amount of bond proceeds actually expended for such purpose with interest at the average rate borne by the bonds. Such application or pledge may be made directly in the proceedings authorizing such bonds or in an agreement with an insurer of bonds to ensure such insurer of additional security therefor.~~

Sec. 37.08. - Use of funds.

(A) Funds collected from wastewater ~~capital charges~~ impact fees shall be used solely for the purpose of acquiring, ~~equipping, and/or making constructing, or improving~~ capital improvements to wastewater facilities providing wastewater services to under the jurisdiction of the City of Fruitland Park to benefit new users and shall not be used for maintenance or operations.

(B) Funds from the wastewater ~~capital charge~~ impact fee fund may only be used for wastewater facilities purposes.

~~(C) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which wastewater capital charge may be expended, wastewater capital charges may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided and of the type described in subsection (A) hereinabove.~~

Section 3. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and

the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein.

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

Section 6. Effective Date. This ordinance shall become effective 90 days after final adoption.

PASSED and ORDAINED this _____ day of _____, 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Quasi-Judicial Public Hearing First Reading – Ordinance 2019-003 Rezoning

For the Meeting of: August 22, 2019

Submitted by: City Attorney/City Manager/Community Development Director

Date Submitted: August 13, 2019

Funds Required: No

Attachments: Yes. Quasi-Judicial Public Hearing Establishment Resolution 2004-014 and Chapter 286 FS; proposed Ordinance 2019-003 to include: legal description, proposed master development agreement, conceptual plan, consultants' staff report and review correspondence, and newspaper affidavit.

Item Description: Proposed Ordinance 2019-003 - Leesburg Fruit Company/Rufus M. Holloway, Trustee/Holloway Properties, Inc. rezoning to include the approval of the master development agreement: Petitioner: Rufus M. Holloway, applicant. The second reading will be held on September 19, 2019.

Action to be Taken: Approve or deny the LPA's recommendations.

Staff's Recommendation: Approval

Additional Comments: The Planning and Zoning Board, at its August 15, 2019 regular meeting, recommended the approval of the rezoning.

City Manager Review:

Mayor Authorization:

RESOLUTION 2004-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

WHEREAS, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

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

Section 1. The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
 - (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
 - (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

Section 2. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.


Section 3. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.



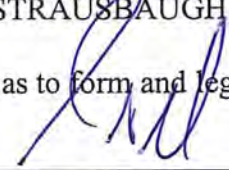
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



Select Year:

The 2018 Florida Statutes

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

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0115 Access to local public officials; quasi-judicial proceedings on local government land use matters. –

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

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

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

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

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

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

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

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

(b) In a quasi-judicial proceeding on local government **land** use matters, a person who appears before the decisionmaking body who is not a party or party-intervenor shall be allowed to testify before the decisionmaking

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

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

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

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

ORDINANCE 2019-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 177 ± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468 FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD), WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wicks Engineering Services, Inc., as applicant, submitted a petition on behalf of Leesburg Fruit Company, Inc., Owner, requesting that approximately 177± acres of real property within the city limits of Fruitland Park generally located south of Urick Street and east of CR 468 (the "Property") be rezoned from Commercial Planned Unit Development (CPUD) to Mixed Use Planned Unit Development (MUPUD); and

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

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

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

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

SECTION 1. The real property described and depicted on the attached Exhibit "A", consisting of approximately 177 ± acres of land generally located south of Urick Street and east of CR 468, shall hereafter be designated as MUPUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations.

SECTION 2. The Master Development Agreement for the Property is approved pending signatures of the parties.

SECTION 3. The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

SECTION 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

SECTION 7. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2019.

City of Fruitland Park, Florida

Chris Cheshire, Mayor

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST ALONG THE SOUTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 46, TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 46 TO THE EAST RIGHT-OF-WAY LINE OF OLIVE AVENUE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 433.48 FEET; THENCE SOUTH 396.36 FEET; THENCE WEST 36.00 FEET; THENCE SOUTH 240 FEET TO AN IRON PIPE; THENCE EAST 436.00 FEET TO AN IRON PIPE; THENCE NORTH 629.0 FEET TO AN IRON PIPE, SAID PIPE BEING ON THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY OF URICK STREET, 448.68 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT BEING ALSO THE NORTHEAST CORNER OF BLOCK 46, SAID MONUMENT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WILDER STREET; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF WILDER STREET 974.67 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT ALSO BEING THE SOUTHEAST CORNER OF BLOCK 46; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE

NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINES OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 TO THE POINT OF BEGINNING.

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2019, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and Leesburg Fruit Company, Inc., a Florida corporation, Rufus M. Holloway, Holloway Properties, Inc., a Florida corporation, and Rufus M. Holloway, Jr., as Trustee of the Rufus M. Holloway, Jr. Family Trust dated December 15, 1995, as amended and restated March 31, 2001 and on September 24, 2014 (hereinafter collectively referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 177 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned "Commercial Planned Unit Development (CPUD)" with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."

3. Owner has filed applications for rezoning for the Property as a mixed use planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Wicks Engineering Services, Inc., dated February 25, 2019, as revised August 1, 2019, and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Detached Single family residential not to exceed seven hundred (700) units.
- b. Assisted Living Facilities, not to exceed 220 beds.
- c. Nursing home.
- d. Church/Religious Facilities.
- e. All permitted C-1 uses.
- f. Convenience store with fuel operations.
- g. Restaurants.
- h. Banks.
- i. Athletic/Sports Facilities.
- j. Passive and Active Recreation Facilities.
- k. Temporary modular office uses shall be allowed during construction.
- l. Interim Agricultural uses, including but not limited to, retail or wholesale plant production, nurseries, green houses, timber, crop production, hay and sod consistent with the Florida Right to Farm Act. These uses shall be allowed to continue on undeveloped portions of the Property until 75% of the land area has been developed.
- m. Total Commercial square footage shall not exceed forty-eight thousand (48,000) square feet.
- n. Solar farm.

Section 5. Residential Development Standards. Development Standards shall be as follows:

There shall be a minimum of three (3) lot sizes as follows: 50' x 125' – at least 80% of the lots shall meet this standard

60' x 125' – at least 10% of the lots shall meet this standard

70' x 125' – at least 10% of the lots shall meet this standard

- a. The minimum living area shall be 1,300 square feet for the detached single-family homes.
- b. Maximum Impervious Surface Ratio (ISR) – Sixty Percent (60%). The ISR is in lieu of a maximum building coverage.
- c. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')

Garage Setback from Roadway – Twenty-five feet (25')

Front porch – Twenty feet (20')

Side: Local Roadways – Fifteen feet (15')

Another Lot - Five feet (5')

Side Entry Garage: Twenty-five feet (25')

Rear: Local Roadway– Fifteen feet (15')

Another Lot – Ten feet (10')

Accessories Setback: All new accessory structures shall be located no closer to the property line than five feet (5').

- d. Maximum building height shall be limited to thirty five feet (35').
- e. Parking: The Owner shall meet the parking requirements of the Fruitland Park Land Development Code for the proposed uses, but at a minimum, each residential structure shall have a minimum two car garage.
- f. An active and passive park with playground, picnic tables, and trails complying with all City requirements and ADA requirements.

Section 6. Residential Design Standards. Design Standards shall be as follows:

a. **Architectural Features** – All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate one of the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate one of the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim

b. **Building Materials** - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of

cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features such as recessed garages, tile or metal roofs, arched windows shall be reviewed by the Community Development Director for compliance

Section 7. Commercial and Institutional Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements for commercial shall be:

Front: CR 468 - Thirty feet (30')

Local Roadways - Twenty feet (20')

Side: Local Roadways - Twenty feet (20')

Another Lot - Ten feet (10')

A zero (0) side setback is allowed on one side provided there is a minimum ten feet setback on the opposite side and provided requirements for fire and building codes are met.

Rear: Local Roadway- Twenty feet (20')

Another Lot -Fifteen feet (15')

Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').

- b. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).
- c. Maximum building height shall be limited to two (2) stories (from finished grade).
- d. Parking: The Owner shall meet the parking requirements of the Fruitland Park Land Development Regulations.
- e. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 468 and MLK Blvd. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.
- f. The maximum floor area ratio shall be seventy percent (70% or 0.70).

Section 8. Commercial and Institutional Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of three access points, one primary access on CR 468 and one primary access on MLK Blvd, and a secondary access off of Urick Street. The primary access on MLK Blvd. and the secondary access off of Urick Street shall be

constructed in Phase 1. The primary accesses shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County, FDOT, and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Owner desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Owner shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
- g. At such time that traffic signals are warranted at the proposed project entrances, at Urick Street, or at CR 468, the Owner shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.
- h. Any alterations or construction associated with the traffic signal at the entrance on MLK Blvd. shall be the sole responsibility of the Owner, and will be permitted with FDOT and Lake County as warranted.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas. Owner shall install and maintain all lighting at its expense, or provide for perpetual maintenance by a property association.

Section 11. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City, if and when available. Owner covenants and warrants to City that it will not engage in the business of providing such

Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 14. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a thirty (30') landscape buffer along Urick Street and along CR 468; a twenty-five foot (25') buffer along all other property boundaries consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the southern property boundary adjacent to the property owned by the Developer in the City of Leesburg; however, should that property be sold a ten foot (10') buffer shall be required. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Section 15. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 16. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential or commercial property owners within the City, whichever is applicable.

Section 17. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 18. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 19. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 20. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 21. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 22. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 23. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 24. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 25. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 26. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 27. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile

As to Owner:	Rufus Holloway Leesburg Fruit Company, Inc. 1616 Lakeshore Drive Orlando, FL 32803
Copy to:	

Section 28. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions. As it relates to the Property, this Agreement replaces the Master Development Agreement dated June 8, 2015 adopted pursuant to Ordinance 2015-021.

Section 29. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing. This Agreement terminates and replaces the Agreement dated January 14, 2016.

Section 30. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 31. Severability. If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LEESBURG FRUIT COMPANY, INC.,

Witness Signature

By: _____
Signature, It’s _____

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

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

HOLLOWAY PROPERTIES, INC.,

Witness Signature

By: _____
Signature, It's _____

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced ____

RUFUS M. HOLLOWAY, JR. Individually, and as Trustee of the Rufus M. Holloway Jr. Family Trust dated December 15, 1995, as amended and restated March 31, 2001 and on September 24, 2014,

Witness Signature

By: _____

Signature _____

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced __

**ACCEPTED BY THE CITY OF
FRUITLAND PARK**

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney
This instrument prepared by:

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

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

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

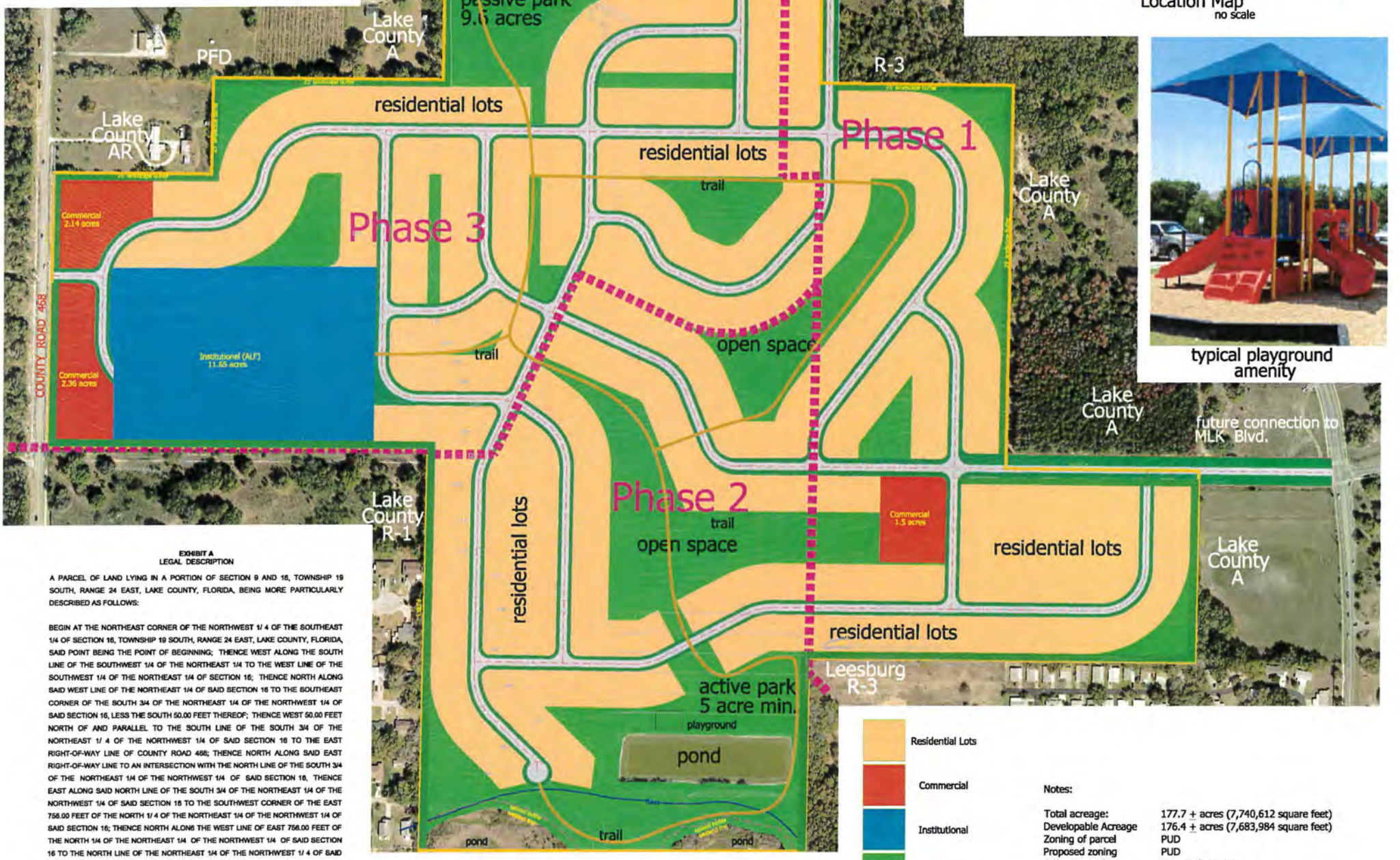
BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST ALONG THE SOUTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 46, TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 46 TO THE EAST RIGHT-OF-WAY LINE OF OLIVE AVENUE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 433.48 FEET; THENCE SOUTH 396.36 FEET; THENCE WEST 36.00 FEET; THENCE SOUTH 240 FEET TO AN IRON PIPE; THENCE EAST 436.00 FEET TO AN IRON PIPE; THENCE NORTH 629.0 FEET TO AN IRON PIPE, SAID PIPE BEING ON THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY OF URICK STREET, 448.68 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT BEING ALSO THE NORTHEAST CORNER OF BLOCK 46, SAID MONUMENT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WILDER STREET; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF WILDER STREET 974.67 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT ALSO BEING THE SOUTHEAST CORNER OF BLOCK 46; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID

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EXHIBIT "B"

THE PLAN

Owner:
 Holloway Properties, Inc.
 1616 Lake Shore Drive
 Orlando, Florida 32803
 Leesburg Fruit Company, Inc.
 1616 Lake Shore Drive
 Orlando, Florida 32803
 Rufus M. Holloway, Trustee
 1616 Lake Shore Drive
 Orlando, Florida 32803
 Agent:
 Wicks Engineering Services, Inc.
 Ted Wicks
 225 West Main Street
 Tavares, Florida 32757
 (352) 343-8667



**EXHIBIT A
 LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN A PORTION OF SECTION 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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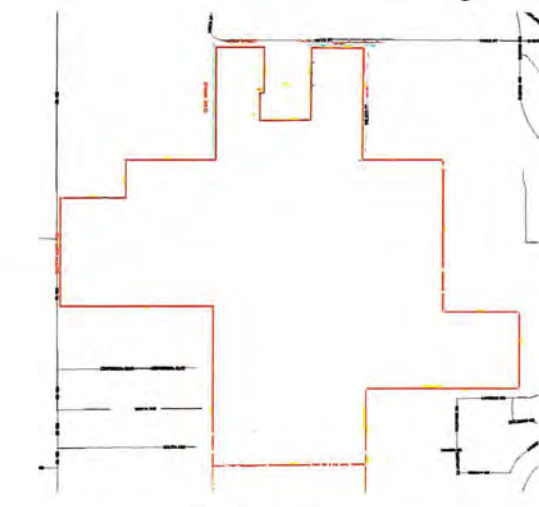
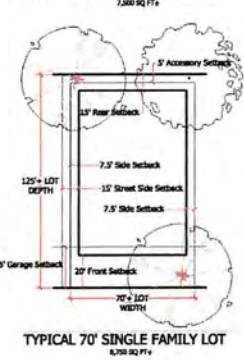
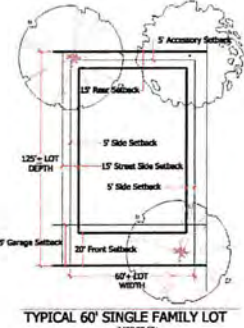
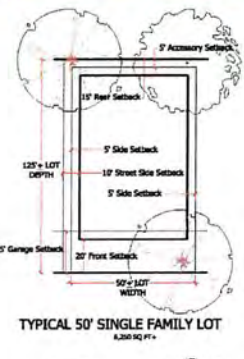


Notes:

Total acreage:	177.7 + acres (7,740,612 square feet)
Developable Acreage	176.4 + acres (7,683,984 square feet)
Zoning of parcel	PUD
Proposed zoning	PUD
Adjacent Zoning:	As noted on plan
Future land use:	Fruitland Park Mixed Community
Proposed FLU:	No change
Proposed Use:	Mixed Use

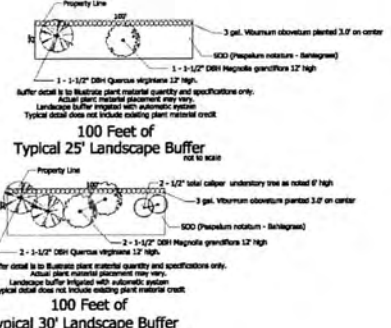
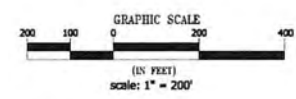
Maximum FAR	0.70 (non-residential)
Maximum ISR	0.80 (non-residential)
Total number of units	700
Net living area/unit	1,300 sf min.
Gross density	3.97 Du/Acre
Commercial acreage	6.0 (3.4%)
Institutional acreage	11.65 (6.6%)
Residential acreage	114.66 (65%)
100 year flood elevation:	Indicated on plan
Wetland acreage:	1.3 acres ±
Open Space:	44.1 acres - 25%

This plan is conceptual in nature and is subject to change due to engineering and other influences. Maximum allowable building height 35'. Land use locations can be changed provided that project intensity is not exceeded. Typical lot size - 50'x125', 6,250 sf average Residential ISR 0.60 ROW width 50', 24" paved surface Primary site access from Martin Luther King Blvd. and CR 468 Intersection improvements to be determined at preliminary plat review Access points are subject to review and approval by the appropriate agency, including Lake-Summer MPO, Lake County and City of Fruitland Park Building setbacks as shown on typical lot details. Buffers:
 North - 25'
 North - Urick Street - 30'
 South - none required
 East - 25'
 West - 25'
 West - CR 468 - 30'
 Utilities, police, water, sewer and fire protection will be provided by City Fruitland Park.
 Estimated sewer and water capacity for project:
 C-1 Commercial - 48,000 sf - 4800 GPD sewer, 6200 GPD water.
 ALF - 220 beds - 22,935 GPD sewer, 29,818 GPD water.
 Single family homes - 700 - 175,000 GPD sewer, 227,500 GPD water.
 Total Estimate 255,235 GPD sewer, 263,518 GPD water.
 Stormwater management will be through a system of dry retention ponds located in the open space areas as required. Existing vegetation to be utilized in landscape buffers wherever possible.



Soils Map
no scale

99	Open water
45	Tavares sand, 0 to 5% slope
8	Candler sand, 0 to 5% slope
9	Candler sand, 5 to 12% slope
5	Apopka sand, 0 to 5% slope



100 Feet of Typical 30' Landscape Buffer

100 (Prunella retorta - Annapolis)	1-1/2" DBH Quercus agrifolia 12' high	1-1/2" DBH Heptacodium grandiflorum 12' high
------------------------------------	---------------------------------------	--

Drawn: LRH	REVISION:	DATE:
Checked: KRW	02-05-2019	staff comments
Date: 02/25/2019	02-25-2019	staff comments
Scale: AS SHOWN	05-20-2019	staff comments
	08-01-2019	staff comments
File No.: 15121		
Sheet: 1 of 1		

Leesburg Fruit Co., Inc.
PUD
 Fruitland Park, Florida

Concept Plan

Wicks Engineering Services, Inc.
 225 West Main Street, Tavares, Florida 32778
 www.wicksengineering.com (352) 343-8667
 C.A. #30062

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

REZONING – MIXED USE PUD

Applicant: Ted Wicks, P.E., Wicks Engineering Services

Owner: Rufus Holloway, Leesburg Fruit Company, Inc.

General Location: South of Urick Street and East of CR 468

Number of Acres: 177 ± acres

Existing Zoning: Commercial PUD

Proposed Zoning: Mixed Use Planned Unit Development (MUPUD)

Existing Land Use: Mixed Community

Date: August 1, 2019

Description of Project

The Subject site is currently utilized as a nursery. In 2015 the applicant submitted a request for a Commercial PUD to utilize the site as a solar energy farm and continue the agricultural practices onsite. The applicant is requesting an amendment/rezoning to the PUD to allow for a Mixed Use Planned Unit Development (PUD) consisting of neighborhood commercial uses (6 acres), a 220 bed assisted living facility (ALF), and 700 SF residential units at a gross density of 3.97 units/ acre. The proposed typical lot size is 50' x 125' (6, 250 SF) and the minimum square footage of residential units is 1,300. The proposed development will generate approximately 1,869 residents based on persons per household of 2.67. Primary site access is from Martin Luther King Blvd. and CR 468.

	Surrounding Zoning	Surrounding Land Use
North	R-3, R-2, PFD	SFLD, MFHD & Intuitional
South	County Agriculture	County Urban High Density
East	County Agriculture and Leesburg R-3	County Urban High Density
West	County R-1	County Urban Medium Density

Assessment

The applicant has revised the master plan. The conceptual master plan meets FLU Policy 1-1.9 regarding the percentages of mixed land uses and FLU Policies 1-2.2 and 1-3.2 regarding variety of housing types and sizes, and trails to recreation and commercial amenities. The concept plan has been revised to

include three (3) lot sizes: 50' x 125', 60' x 125', and 70' x 125'. The commercial uses are proposed to be C-1 uses.

Recommendation

Staff recommends approval.

VIA EMAIL tkelley@fruitlandpark.org

May 28, 2019

Tracy Kelley
Community Development Director
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

RE: LEESBURG FRUIT COMPANY

Dear Ms. Kelley:

At your request, I have reviewed the proposed PUD application. Based upon my review of the most recently submitted material, I currently do not have any further comments. Should you have any questions, please feel free to contact our office.

Sincerely,



Brett J. Tobias, P.E.
btobias@besandh.com
BJT:am

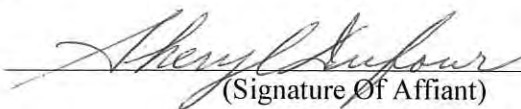
The Villages[®]
DAILY SUN

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

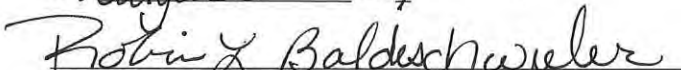
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad # 529331** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-003**, was published in said newspaper in the issues of

AUGUST 8, 2019

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.

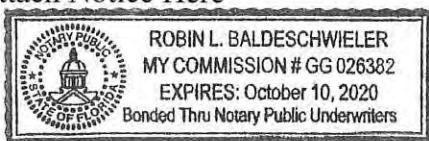

(Signature Of Affiant)

Sworn to and subscribed before me this 8
day August 2019.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here



**NOTICE OF
PUBLIC HEARINGS**
ORDINANCE 2019-003

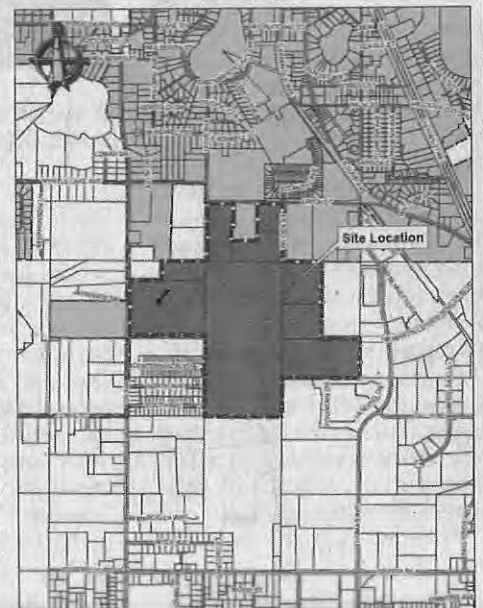
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 177 ± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468 FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD), WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

- Fruitland Park Planning & Zoning Board Meeting on August 15, 2019 at 6:00 p.m.
- Fruitland Park City Commission Meeting on August 22, 2019 at 6:00 p.m.
- Fruitland Park City Commission Meeting on September 12, 2019 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. The proposed ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

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



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

ITEM TITLE:	City Manager's Report
For the Meeting of:	August 22, 2019
Submitted by:	City Manager
Date Submitted:	August 14, 2019
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	None

Item Description: Economic Development Status Update

Action to be Taken:

Staff's Recommendation:

Additional Comments:

City Manager Review:

Mayor Authorization:

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

ITEM TITLE: CITY ATTORNEY REPORT

For the Meeting of: August 22 2019
Submitted by: Anita Geraci-Carver
Date Submitted: August 16, 2019
Funds Required: None
Attachments: None
Item Description: City Attorney Report

Notice of Claim: James Hartson: No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.

Planning and Zoning Training: On Thursday, August 15, 2019 I conducted training with the Planning and Zoning Board. All board members were present. The training included: Sunshine Law, Public Records, and Legislative decisions vs. quasi-judicial decisions in land use matters coming before the Board.

Action to be Taken: None
Staff's Recommendation: N/A

Additional Comments:

City Manager Review:
Mayor Authorization:

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

ITEM TITLE: Public Comments

For the Meeting of: August 22, 2019
Submitted by: City Attorney
Date Submitted: August 14, 2019
Funds Required: None
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes, Resolution 2013-023, Public Participation Policy

Item Description: 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.

Action to be Taken: None

Staff’s Recommendation: N/A

Additional Comments:

City Manager Review:

Mayor Authorization:

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

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

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

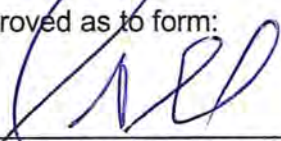
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney