

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

October 10, 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 – Reverend Deborah L. “Debbie” Allen, Community United Methodist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATIONS

(a) **Proclamation - Sharon Ann (McGrain) Kelly Day** (city clerk)
Memoriam -Former Elected Official

(b) **Florida League of Cities, 25 Years of Elected Service Presentation** (city clerk)
Presentation celebrating 25 years of elected service to the following elected officials:
- Vice Mayor John L. Gunter Jr.
- Commissioner Chris Bell

(c) **Proclamation – October 9, 2019 Fire Prevention Day; October 6 to 12, 2019, Fire Prevention Week and October 2019 Fire Safety Month** (city clerk)

4. LOCAL PLANNING AGENCY

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

5. CONSENT AGENDA

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

(a) **Approval of Minutes** (city clerk)
August 5, 2019, workshop minutes
August 6, 2019, workshop minutes

August 10, 2019, workshop minutes
August 22, 2019, regular minutes, and
September 5, 2019, special minutes,

(b) Resolution 2019-052 Health Plan and Benefits Cafeteria Plan

(city attorney/city manager/human resources director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CITY OF FRUITLAND PARK CAFETERIA PLAN; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY DOCUMENTS THAT MAY BE REQUIRED; PROVIDING FOR AN EFFECTIVE DATE.

6. REGULAR AGENDA

(a) Resolution 2019-046 – IC International Car Wash Engineered

Site Plan (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A CARWASH FACILITY LOCATED ON U.S. HIGHWAY 441/27 IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

(b) Second Reading and Public Hearing – Ordinance 2019-013

Utility Service Provision Outside Municipal Boundaries (city attorney/city manager)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY BRYAN MANTZ; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 26, 2019.)

END OF PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

- (c) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2019-008 – Annexation – Petitioner: City of Fruitland Park** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 24, 2019.)

- (d) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2019-009 – Comprehensive Plan – Petitioner: City of Fruitland Park** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID

COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 24, 2019.)

(e) First Reading and Quasi-Judicial Public Hearing – Ordinance 2019-007 – Rezoning – Petitioner: City of Fruitland Park (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 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 second reading will be held on October 24, 2019.)

7. OFFICERS' REPORTS

(a) City Manager - Economic Development Status Update

(b) City Attorney

- i. Notice of Claim – James Hartson**
- ii. City of Fruitland Park v. T. D. Burke**
- iii. Code Enforcement – Foreclosure Cases**

8. 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.

9. COMMISSIONERS' COMMENTS

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

10. MAYOR'S COMMENTS

11. 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.

October 11, 2019, Four-Hour Ethics Training, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 9:00 a.m.;

October 11, 2019, *Beetlejuice The Name in Laughter from the Hereafter* outside City Hall lawn at dusk 8:00 p.m.;

October 14, 2019, Clermont Performing Arts Center, 3700 So. Highway 27, Clermont, Florida 34711 at 3:00 p.m.;

October 16, 2019, *Impact Lake Gas Tax Session*, Clermont (Community) City Center, 620 W Montrose Street, Clermont, Florida 34711 at 12:00 p.m.;

October 28, 2019, TDC (second capital funding meeting if needed) TBD at 3:00 p.m.;

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

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

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

November 2, 2019, *24th Annual Government Day*, Dwight D. Eisenhower Regional Recreation Center, 3560 Buena Vista Boulevard, The Villages, Florida 32163 at 10:00 a.m.;

November 4, 2019, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778;

November 11, 2019, Veterans' Day, City Hall Closed;

November 13, 2019, Lake County Trails *Meet me in the Middle – How Trails can Bring Lake County Together* Presentation, LSSC Leesburg Campus, 9501 US Hwy 441, Leesburg, Florida 34788 at 5:30 p.m., and

November 14, 2019, City Commission Regular at 6:00 p.m.

November 22, 2019, Lake Sumter Metropolitan Planning Organization (MPO),
The Commercial Contractors Association of Lake and Sumter Counties
Presentation and Election of 2020 Officers, Lake Receptions, 4425 N
Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

November 28, 2019, City Commission Regular at 6:00 p.m. Cancelled

November 28, 2019, Thanksgiving Day, City Hall Closed

November 29, 2019, Day After Thanksgiving, City Hall Closed

December 12, 2019, City Commission Regular at 6:00 p.m.;

December 2019, Employee Holiday Party TBD;

December 13, 2019, Hometown Christmas, Outside City Hall at 5:30 p.m.;

December 24, 2019, Christmas Eve – City Hall Closed;

December 25, 2019, Christmas Day - City Hall Closed;

December 26, 2019, City Commission Regular at 6:00 p.m. – Cancelled, and

December 31, 2019, New Year's Eve

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: 3a-c**

ITEM TITLE: Special Presentations

For the Meeting of: October 10, 2019

Submitted by: City Clerk

Date Submitted: October 1, 2019

Funds Required: No

Attachments: Yes, Proclamations

Item Description: Special Presentations

- a. **Proclamation** – in memory of Sharon Ann (McGrain) Kelly former elected official.
- b. **Florida League of Cities** - presentation of elected officials' awards.
- c. **Proclamation** – Fire Prevention - October 2019

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments:

City Manager Review:

Mayor Authorization:

Proclamation

WHEREAS, Sharon Ann (McGrain) Kelly was born in Rochester, New York; resided in San Diego, California, and was a 40-year resident of Fruitland Park; and

WHEREAS, Ms. Kelly was a former accountant of her own tax company; a scout leader for The Boy Scouts Cub Pack 143 of America for 14 years (recipient of its highest award “District Award of Merit”); was a team mom and treasurer for the Fruitland Park Dixie Youth Baseball League; served as a member of the Holy Trinity Episcopal Church in Fruitland Park; was the vice president, director and member of the Fruitland Park Lions Club with her late husband Howard, and was institutional in the founding of the community awareness youth program “Leo Club”; and

WHEREAS, before serving as a City Commissioner and Vice Mayor from November 5, 1997 to November 21, 2014 and during her tenure, she was one of the longest serving and dedicated member of the Lake~Sumter Metropolitan Planning Organization Board, and as a compassionate and dedicated leader, she worked diligently with her peers on major issues affecting the city; and

WHEREAS, Ms. Kelly’s vision for the city’s future was maintaining a strong sense of community as a friendly small town and she tirelessly served as a strong advocate for the voiceless by living up to her promise: “. . . *doing something about bringing the voice of the residents into the city government . . . bringing back government to the citizens in Fruitland Park*” where in 2001, an office at city hall was set aside for her to meet citizens to address their concerns; and

WHEREAS, former Commissioner Kelly was notably admired in petitioning with staff against the closure of the Fruitland Park Post Office; she has been known to support: improvements in the fire department; the water and wastewater treatment expansion into the city’s commercial area; the recreational facilities, and the city’s annexation process, and she strove to support retaining and respecting experienced staff as professionals in the city’s daily operations; and

WHEREAS, Sharon has been a devoted and selfless sister, mother, grandmother, great grandmother and aunt who also balanced her public life with her commitment to her family; she has been admired by her friends and loved ones with her wit and candidness, and has been known to her peers and staff alike with her outspoken words along with words of comfort and encouragement, and

WHEREAS, despite Ms. Kelly’s challenges and even to the very end, her family, her colleagues, the community, and the city were always at the forefront of her mind.

NOW, THEREFORE, I, Chris Cheshire, Mayor, on behalf of the City of Fruitland Park City Commission, Florida, do hereby proclaim October 10, 2019 as *SHARON ANN KELLY DAY*; extend deepest condolences to the entire family and in recognizing her dedication and devoted hard work to the city and the community, she will be sorely missed.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Dated this 10th day of October 2019

Proclamation

WHEREAS, the City of Fruitland Park, Florida is committed to ensuring the safety and security of all those living in, working and visiting our city and homes are the locations where people are at greatest risk from fire, and

WHEREAS, according to the National Fire Protection Association (NFPA) established in 1896, more than 1.3 million fires were reported by fire departments in 2018 resulting in an estimated 3,655 civilian deaths and 15,200 injuries, and

WHEREAS, in 2019, the city's fire department responded to 53 fires which included residential-related incidents and from January to September 29, 2019, the department responded to 1,372 calls; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half, and

WHEREAS, city residents should identify places in their homes where fires can start and eliminate those hazards; install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home, and listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place, and

WHEREAS, city residents who have planned and practiced a home fire escape plan are more prepared and will; therefore, be more likely to survive a fire, and

WHEREAS, the City of Fruitland Park's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, and

WHEREAS, the city's residents are responsive to public education measures and can act to increase their safety from fire, especially in their homes, and

WHEREAS, the NFPA's 2019 Fire Prevention Week theme, "*Not Every Hero Wears a Cape. Plan and Practice Your Escape!*" recognizes the everyday people who motivate their households to develop and practice a home fire escape plan.

NOW, THEREFORE, I, Chris Cheshire, Mayor on behalf of the City of Fruitland Park City Commission, Florida, do hereby proclaim October 9, 2019 as *FIRE PREVENTION DAY*; the week of October 6 to 12, 2019 as *FIRE SAFETY/FIRE PREVENTION WEEK*, and October 2019 as *FIRE SAFETY MONTH* throughout this city and urge everyone to support this year's campaign which works to celebrate people of all ages from young students who learn about the campaign at school to parents who attend a community fire prevention event on being aware of their surroundings and looking for available ways out in the event of a fire or other emergency.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Dated this 10th day of October 2019

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

ITEM TITLE: Local Planning Agency (LPA) Meeting

For the Meeting of: October 10, 2019

Submitted by: City Clerk

Date Submitted: October 1, 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 ~~OF 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 ~~OF 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 ~~(the)~~ 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 ~~of 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 ~~XXXXXXXX~~) 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: 5 a&b

ITEM TITLE: Draft Regular Meeting Minutes
For the Meeting of: October 10, 2019
Submitted by: City Clerk/City Attorney/City Manager/Human Resources Director
Date Submitted: October 1, 2019
Funds Required: Resolution 2019-052, see below
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes, draft minutes and proposed Resolution 2019-052 Health Plan and Benefits Cafeteria Plan

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.

- a. Approve the following meeting minutes as submitted if there are no corrections:
- August 5, 2019, workshop,
 - August 6, 2019, workshop,
 - August 10, 2019, workshop,
 - August 22, 2019, regular, and
 - September 5, 2019, special

- b. Adopt Resolution 2019-052 Health Plan and Benefits Cafeteria Plan
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CITY OF FRUITLAND PARK CAFETERIA PLAN; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY DOCUMENTS THAT MAY BE REQUIRED; PROVIDING FOR AN EFFECTIVE DATE.

Fiscal Impact FY 2019-20: Plan 47, \$636.90 and Plan 122/123, \$525.24

Action to be Taken: Approve the consent agenda.
Staff's Recommendation: Approval
Additional Comments:
City Manager Review:
Mayor Authorization:

**FRUITLAND PARK CITY COMMISSION WORKSHOP
DRAFT MEETING MINUTES
August 5, 2019**

A workshop meeting of the City of Fruitland City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 5, 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; City Treasurer Jeannine Racine; Police Chief Erik Luce; Interim Fire Chief Don Gilpin; Deputy Chief Tim Yoder and Firefighter Steven “Steve” R. Odgen, Fire Department; Library Director JoAnn Glendinning; Parks Recreation Department Director Michelle Yoder, Public Works Director Dale Bogle; Human Resources Director Diane Kolcun, and City Clerk Esther B. Coulson.

1. CALL TO ORDER

Mayor Cheshire called the meeting to order at 6:00 p.m.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll.

3. FY 2019/20 MILLAGE - BUDGET SUMMARY

Ms. Racine reviewed the FY 2019/20 Millage Budget Summary and gave a power point presentation on same as well as item 4, Capital Purchases and item 5, General Fund Expenses on this evening’s agenda.

4. CAPITAL PURCHASES

Earlier in the meeting, Ms. Racine reviewed the capital purchases.

5. GENERAL FUND EXPENSES - CATEGORY AND 5-YEAR TREND

Earlier in the meeting, Ms. Racine reviewed the general expenses.

6. GENERAL FUND DEPARTMENTS (Personnel, Operating, Transfers, General Fund and Revenues)

Ms. Racine reviewed the following general fund departments.

- **(Law Enforcement) Police Department**

Later in the meeting and after much discussion, the city commission, by **unanimous consent, agreed with Mayor Cheshire’s suggestion that before transferring to reserves the \$70,000 towards the Fewless Back Retirement, that the City Attorney report to the city commission at its next meeting the status of the State of Florida Department of Management Services, Division of Retirement, Florida Retirement System appeal against the decision ruled at the hearing.**

- **Fire Department**

Earlier in the meeting, Ms. Racine reviewed the fire department budget.

- **(Building and Zoning) Community Development Department**

Earlier in the meeting, Ms. Racine reviewed the building and zoning budget.

Mr. La Venia addressed the need for the city attorney to review the existing building official's contract (Alpha International Inc.) as it will be expiring at the end of the year; thus, the intent to renew same and to re-evaluate the department for potential growth in the city.

In response to Mayor Cheshire question, Mr. La Venia believed that the following house bills, to his knowledge, would have no impact to the city; however, the matter would be referred to City Attorney Anita Geraci-Carver:

- HB 441, E911 Systems,
- HB 7098, Death Benefits – First Responders Survivors and Military Members,
- SB 426, Firefighters Cancer Benefits,
- HB 207, Impact Fees, and
- HB 9, Community Redevelopment Agency

- **Library Department**

Earlier in the meeting, Ms. Glendinning reported on a previous study she conducted and the justification made on the need to open the library on Saturdays which she prefers.

After discussion, Ms. Glendinning agreed with the requests of Vice Mayor Gunter and Mayor Cheshire to conduct a survey on the need for the library to open on Saturdays and for some of the existing staff to be scheduled to work on the day in question.

Following further discussion and **by unanimous consent, the city commission agreed with the city manager's suggestion to draft an ordinance implementing a liquor liability policy identifying the insurance requirements allowing for same.** (The library director addressed her plan to contact the Cities of Mount Dora, Tavares and Leesburg on their respective alcoholic beverage policies.)

- **(Roads and Streets) Public Works Department**

Mr. La Venia addressed the urgency of constructing a new public works building; described the plans and cost involved for same and addressed the need for the city commission's decision. He recognized the expiration of the current architectural services contract; requested that consideration be given to implement a design-build on the subject issue and the feasibility of utilizing available grant (emergency operations) funding towards same.

- **(Solid Waste, Stormwater, Pool and Recreation) Sewer and Water**
Earlier in the meeting and after much discussions, the city commission requested that Mr. Bogle find out from Waste Management Inc. its services on the city's recyclable materials and whether same are being hauled to the landfill.

Ms. Racine reviewed the stormwater budget.

- **Parks and Recreation Department**
Ms. Racine reviewed the parks and recreation department budget.

After discussion and following Vice Mayor Gunter's reference to the allocation of \$10,000 towards a water fountain at Veterans Park identified as a water aerator, at Fountain Lake (formerly the beach), **by unanimous consent, the city commission agreed to set aside the allocation of said funds until further notice subject to receiving more information from the commercial donor.**

Following Vice Mayor Gunter's reference to contractual services (Fruitland Park Day), Mr. La Venia recognized the \$300 increase in fees to which Mayor Cheshire addressed the need for the city commission to consider changing the existing recreation community center rentals fees by resolution.

Subsequent to further discussion, and **by unanimous consent, the city commission upon Commissioner DeGrave's suggestion, requested that staff conduct a recreation center rental fee comparison with other municipal agencies to determine whether the costs would align with the city's.**

- **Finance Department**
Ms. Racine reviewed the finance department's budget.

- **Legal**
Earlier in the meeting, Ms. Racine reviewed the increase in the budget of \$15,000 for legal fees (utilizing an additional attorney).

After discussion, city commission, **by unanimous consent, agreed to transfer \$15,000 to contingency.**

- **(Executive) Administration**
Earlier in the meeting and in response to Mayor Cheshire's question, Ms. Coulson outlined the costs involved to remediate all the city's website documents and identified the legal obligations; namely, Senate Bill 7014, Government Oversight and Accountability which became effective July 15, 2019 and the Annual Drinking Water Quality Report to post on the city's internet website, and indicated that she would provide more information to the city commission on Aha Consulting Inc.® (Municode's subsidiary company) for the website design to be in compliance with the Americans with Disabilities Act.

After discussion and **by unanimous consent, the city commission agreed to transfer \$50,000 allocated for the website to be compliant under the Americans with Disabilities Act to reserves.**

- **Legislative**

Ms. Racine reviewed the legislative budget.

- **Other General Government**

Earlier in the meeting and after much discussion, Mayor Cheshire referred to the following items in the general fund *paint city hall, new floor commission room for \$50,000 and paint city hall, spray foam attic and city hall, new floor in commission room for \$50,000*, Ms. Racine agreed to remove one of the line items.

Mr. La Venia gave reasons to review additional funding due to the need for a part time service worker/custodian position during the course of FY 2019/20 which staff initially removed during the pre-budget session.

Following Commissioner Bell's reference to the city commission's discussions at its May 9, 2019 regular meeting to consider temporarily postponing for the FY 2019-20 budget the annual volunteer and employee appreciation picnic due to the low turnout at the May 4, 2019 event and Ms. Yoder's recognition of the historical turnout by employees with the subsequent combination of volunteers where the employees waned, Commissioner Bell suggested reinstating same by avoiding a year.

After discussion and **by unanimous consent, the city commission agreed to eliminate \$2,500 allocated towards the annual employee (volunteer/sponsor) picnic from the budget and transfer same to the reserves.**

Mayor Cheshire referred to the city commission's July 11, 2019 regular meeting regarding the electronic signs at the new Fruitland Park Library the \$3,3000 allocation towards new flags (vertical banners) with the new city logo.

In response, Mr. La Venia recalled the city commission's approval of the electronic sign to reflect: *City of Fruitland Park Municipal Complex* featuring the windmill logo; recognized the costs involved to change the city's signs on its roadways, letterheads, flags and so forth.

Discussions ensued with Ms. Racine regarding the subsidized \$240,000 interfund transfer from the general fund for wastewater and the increase in the water rates to cover the Town of Lady Lake's utilities; payments and Mr. La Venia's explanation of the Water and Wastewater Treatment Plant Capacity Reservation Bulk Treatment Agreement with the Town of Lady Lake costs to be \$300,000.and not \$240,000.

After considerable deliberations and **by unanimous consent, the city commission directed staff to invite the consultant to appear before the city commission at its August 8, 2019 regular meeting or otherwise, arrange to meet with Commissioner DeGrave and the city treasurer regarding his concerns regarding the separation of day-to-day expenses versus contractual expenses presented at the June 13, 2019 regular meeting.**

**Community Redevelopment Agency (CRA)
Capital Improvement Program (Sales Surtax)
Recreation Fund**

Earlier in the meeting, Ms. Racine explained that the recreational fund will be addressed at the August 6, 2019 workshop.

Later in the meeting and in response to Mayor Cheshire's statements, Ms. Racine confirmed that the items on utilities, CRA and Capital Improvement Program would need to be addressed at the August 6, 2019 workshop meeting.

7. ADJOURNMENT

The meeting adjourned at 8:47 p.m.

The minutes were approved at the October 10, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION WORKSHOP
DRAFT MEETING MINUTES
August 6, 2019**

A workshop meeting of the City of Fruitland City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 5, 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; City Treasurer Jeannine Racine; Police Chief Erik Luce; Parks Recreation Department Director Michelle Yoder, Public Works Director Dale Bogle, and City Clerk Esther B. Coulson.

1. CALL TO ORDER

Mayor Cheshire called the meeting to order at 6:00 p.m.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll.

3. GENERAL FUND DEPARTMENTS (Personnel, Operating, Transfers, General Fund Revenues and Expenses)

Recreation Fund

Ms. Racine reviewed the FY 2019/20 recreation fund revenues and expenses.

After extensive discussions and in response to Commissioner DeGrave's concerns raised at the August 5, 2019 workshop, Ms. Racine explained that she will find out the origin of the recreation budget's revenue and expense programs (sports programs in an enterprise fund not listed as program expenses which fund itself) and the personnel deriving from the general fund.

Following further discussion, Ms. Racine confirmed that correction will be made to the FY 2019-20 showing actuals grand total of \$1,636,850.78 for the recreation fund to reflect \$94,886.

After much discussion and upon Mayor Cheshire's suggestion, **the city commission, by unanimous consent, directed the city treasurer to contact McDirmit Davis, Certified Public Accountants retained by the city by the city, on the recreation expenses funds separate from the revenues; resolve same and report back to the city commission as to the findings according to the governmental accounting standards and procedures.**

Utility Fund

After Mayor Cheshire referred to the August 6, 2019 email received from Mr. Bryan A. Mantz, GovRates Inc., regarding the utility rate study, Ms. Racine explained how the \$240,000 in the utility fund was calculated and managed; the deficiency and the decision

to make the utility whole. (A copy of the email is filed with the supplemental papers to the minutes of this meeting.)

Following Commissioner DeGrave's inquiries on the general and interfund transfers of \$240,000 for water and wastewater to the utilities fund which is not the totality.

After lengthy discussions and **by unanimous consent, the city commission directed the city commission directed the city treasurer to communicate with McDirmit Davis, Certified Public Accountants, to review in the FY 2019-20 budget budgeting procedures in making whole the water and wastewater \$240,000 utility (subsidy) transfer fund to cover payments to the Town of Lady Lake. (Wastewater Treatment Plant Capacity Reservation Bulk Treatment).**

Mr. La Venia suggested memorializing the fund payments monthly as opposed to the initial process of the proposed budget

Subsequent to continued discussions and upon Commissioner DeGrave's suggestion, **the city commission directed staff to provide a three-year trend of total revenues and determine the amount of utilities fund to transfer into the FY 2019-20 budget under the governmental accounting standards and procedures for consideration at a future meeting and invite McDirmit Davis, Certified Public Accountants to appear before the city commission.**

Community Redevelopment Agency (CRA)

After Ms. Racine reviewed the CRA's budget, Mr. La Venia addressed the plan to present to quotations and list of roads to be improved for CRA consideration at a future meeting.

Later in the meeting, and upon Commissioner Bell's suggestion, **the city commission, by unanimous consent, agreed to transferring funds from the utilities and general funds to compensate the city manager 20% and 10% fire department in the redevelopment trust fund.**

Capital Improvement Program (Sales Surtax)

Ms. Racine reviewed the CIP budget.

Utility Revenues

The utility revenues were addressed earlier in this evening's meeting.

Mr. La Venia described the consumptive use permit renewal process budgeted for \$28,000; the city's plan to review water conservation in the Land Development Regulations, and the processing of wastewater to the Town of Lady Lake .

Later in the meeting, Mayor Cheshire recognized Commissioner Bel's suggestion to increase the 201 Berckman Street Water Plant well to 25% for FY 2020-21.

Recreation Fund

Ms. Racine recognized that the recreation fund was addressed earlier in the meeting.

Sewer

Ms. Racine reviewed the water and wastewater budget.

After Commissioner DeGrave's referred to the sewer utility services contractual Lady Lake reflecting FY 2019-20, \$240,000 and for FY 2020-21, an increase of \$300,000, Ms. Racine and Mr. La Venia recognized the increase in flow which was a concern; the interpretation of subsection 8.D., Costs and Expenses from the Wastewater Treatment Plant Capacity Reservation Bulk Treatment. Agreement with the town and the implication of same.

In response to Mr. La Venia's plan to contact Central Sumter Utility Company (CSU) LLC for The Villages again as another option, discussions ensued and Commissioner DeGrave suggested that Mr. La Venia renegotiate with the town for a longer term and clarify the language.

Fire Pension Fund

Ms. Racine addressed the fire pension fund.

OTHER BUSINESS

- Presidents' Day

After discussion, the city commission took no action to determine Presidents' Day holiday.

- City Manager Compensation

By unanimous consent, the city commission agreed to approve a compensation of \$100 per month towards the city manager's automobile allowance.

- Insurance

Mr. La Venia referred to the city's current insurance coverage with Preferred Governmental Insurance Trust (PGIT) binder by Public Risk Underwriters for Brown & Brown of Florida Inc. recognized the increases in coverage and deductibles over the past two years and compared the rates with Public Risk Management of Florida Inc.'s (PRM's), who recently sought the city and outlined their cost savings involved.

After discussion, and **by unanimous consent, the city commission agreed with the city manager's recommendations to not renew its contract with Preferred Governmental Insurance Trust, Public Risk Underwriters for Brown and Brown of Florida Inc.; accept Public Risk Management of Florida Inc. (PRM) as the city's insurance carrier, and invite PRM's representative to make a presentation at a future city commission meeting.**

- (Law Enforcement) Police Department

Mr. La Venia referred to the city commission's consensus reached at its August 5, 2019 workshop that before transferring to reserves the \$70,000 towards the Fewless Back

Retirement, that the City Attorney report to the city commission at its next meeting the status of the State of Florida Department of Management Services, Division of Retirement, Florida Retirement System (FRS) appeal against the decision ruled at the hearing.

Mr. La Venia relayed his conversations with Mr. Mike Fewless recognizing that the 14-day time period for FRS to its objections has been filed and noted that the judges have 30 days to rule on the state's exceptions. He explained that the \$70,000 is currently in the law enforcement's budget and relayed the call made by Deputy City Treasurer. Susan Parker to FRS placing them on notice that Mr. Fewless has prevailed in the subject case and that the city is anticipating reimbursement from the FRS.

- **(Solid Waste, Stormwater, Pool and Recreation) Sewer and Water**

With reference to the city commission's discussions at its August 5, 2019 workshop, Mr. La Venia conveyed his communication with Waste Management Inc. who revealed that the recycling market is a losing industry and noted the likelihood of them appearing before the city commission at a later date to amend its contract.

- **Cancelled Workshop Meeting**

Mayor Cheshire announced that no workshop meeting on the FY 2019-20 budget will be held on August 7, 2019.

4. ADJOURNMENT

The meeting adjourned at 8:16 p.m.

The minutes were approved at the October 10, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION AND PLANNING AND ZONING
BOARD JOINT WORKSHOP
DRAFT MEETING MINUTES**

August 10, 2019

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

9:00 a.m.

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Saturday, August 10, 2019 at 9:00 a.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave and John Mobilian; Planning and Zoning Board members Chairperson Al Goldberg, Vice Chair Phillip Pearle, Walter Buriel, Fred Collins, and Dan Dicus,

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; Community Development Director Tracy Kelley; Administrative Assistant Kelly Turner, Community Development Department; Human Resources Director Diana Kolcun, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order at 9:00 a.m. and Vice Mayor Gunter led in the Pledge of Allegiance to the flag.

2. ROLL CALL

At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

3. LAND DEVELOPMENT REGULATIONS

Mr. Greg A. Beliveau, LPG Urban and Regional Planners Inc. (consultants retained by the city), reviewed the changes and provisions under the following Land Development Regulations (LDRs) to conform with federal, state and local requirements and any other conflicts including the city's comprehensive plan:

- **Chapter 150, General Provisions**

Chapter 150, General Provisions was not addressed at this time.

- **Chapter 151, Definitions and Interpretations**

After Mayor Cheshire posed a question on the inclusion of Telecommunications Tower Definitions, Ms. Geraci-Carver indicated same can be referenced according to Florida Statutes and Mr. Beliveau confirmed that same will be added to the LDRs.

Commissioner Bell questioned the classifications of bed breakfast inn under Subsections 151.020 a)b), and c) and Mr. Pearle requested a change under the second sentence under Subsection 151.020.

After discussion and **by unanimous consent, the city commission and the planning and zoning board agreed with the city attorney's recommendation to report back on revisions to the second sentence under Subsection 151.020, . . . *The owner/manager of the inn shall live . . . and language under Subsections 151.020 a)b), and c), . . . which limits the number of bedrooms to be used as a guest room(s).***

- **Chapter 153, Concurrency Management System**

By unanimous consent, the city commission and the planning and zoning board accepted LPG Urban and Regional Planner's suggestion to remove the public school concurrency language shown under subsection 153.030. (The comprehensive plan element was eliminated which is referenced under subsection 153.050, Concurrency Review Procedures.)

- **Chapter 154, Zoning District Regulations**

With respect to Mr. Beliveau's inquiry on the placement of adult entertainment in the industrial zoning district as depicted on the proposed zoning map, Ms. Geraci-Carver confirmed such zoning would need to be identified as a permitted ("by-right") use with sites available -- to which Mayor Cheshire confirmed was previously addressed by the city commission (August 22, 2017 workshop) – and outlined the various requirements of regulating same which can be established and imposed by the city commission.

After much discussion and **by unanimous consent, the city commission and planning and zoning board directed the city attorney to report back on the regulation of adult entertainment in the industrial zoning district (with distance requirements, clustering and signage) to be incorporated in the Land Development Regulations.**

After Mr. Beliveau reviewed the revised language under design standards and customary accessory structures, Commissioner DeGrave referred to the stand-alone private donation boxes (managed by for-profit-organizations) located within the city which he believes is a violation to the existing zoning code which he believes can be regulated.

Following further discussions and **by unanimous consent, the city commission and the planning and zoning board directed the city attorney to work with staff to review the regulations on stand-alone private donation boxes and identify same within the city limits and report back.**

Mr. Beliveau cited language under subsection 154.030: b) 14) A) *The following uses shall be permitted. i. Motels/Hotels; ii. Recreational Vehicle (RV) Parks* and suggested allowing same special exceptions instead of principal use and outlined the proposed procedure before the city commission.

After discussion, Commissioner DeGrave addressed the city's prohibition on RV parks, mobile homes, mobile home parks and junk yards; whether same is the highest and best

use for the city and recalled the city commission's discussions at its July 11, 2019 regular meeting regarding a proposed RV park to which Mr. La Venia recognized the impacts to the city as they relate to police and fire services;

After Ms. Geraci-Carver addressed her plan to review the taxation requirement and subsequent to further discussions, **the city commission and the planning and zoning board agreed, by unanimous consent, to allow a mechanism to discourage permitting Recreational Vehicle Parks as a special exception use.**

Following further discussions and **by unanimous consent, the city commission and the planning and zoning board agreed with LPG Urban and Regional Planner's suggestion to include recreational facilities use as a commercial recreation.**

Commissioner Bell referred to subsection 154.030:b)13)A)iv., establishment of zoning districts and official zoning map and requested that the inclusion of day care centers, permitted as a use, be removed.

After Commissioner DeGrave pointed out the big box stores under subsection 154.060:b) Design Standards , he questioned the regulation on their size.

With reference to subsection 154.060:a), landscape buffers, Ms. Lindh requested clarification on the design standards requirement of a 25-foot buffer; pointed out the city commission's adoption of same (November 10 2016 regular meeting) applying to county roadways, major arterials, or every street within the commercial designation; noted the conflict where the landscape buffer within the section requires 15 feet and gave her understanding of 25-foot applying to any and all type of commercial non-residential mixed-use development on Dixie Avenue.

In response to Commissioner Bell's inquiry on the removal of the design standards for residential-professional and his suggestion to require such zoning designation to be a 15-foot buffer, Ms. Lindh explained that a list could be provided on the specific zoning district which would apply

After much discussion, Mr. Beliveau suggested, as a minimum requirement, removing the industrial component of 25 feet (when the RVs are removed) changing it to commercial; identify the location of the zoning designations of Residential Professional (RP), Commercial-High Intensity (C-1), and Neighborhood Commercial (C-2) citywide, and for submittal purposes, review and approve the site plans from the landscaping component.

Following further discussion, Ms. Lindh explained that the landscaping design standards were previously developed based on the zoning classification of the site which did not take into consideration the adjacent zoning designations. She indicated that if there is a concern regarding the uses, buffer standards ought to be changed.

Extensive discussions ensued and **by unanimous consent, the city commission and the planning and zoning board directed LPG Urban Land Planners to review the landscaping buffer standards, make a determination on the zoning designations and report back with a plan which emulates another entity that is effective.**

Following lengthy discussion, Commissioner DeGrave pointed out the provisions under subsection 154.055, Mobile Home Park/Subdivision Design Standards and suggested implementing stringent requirements.

After Mr. Beliveau agreed with Commissioner DeGrave's suggestion on the decision-making process regarding subsection 154.060: design standards and subsection 154.070, building design and architectural standards, for materials as well as color and neutral shades.

Following much discussion and **by unanimous consent, the city commission and the planning and zoning board agreed that under building design and architectural standards:**

- **subsection 154.070, b), roof design, that the words "discouraged" to be replaced with "prohibited";**
- **subsection 154.070, c), materials, remove the language , if approved by the community development director,**
- **subsection 154.070, e) colors, the words "should" be replaced with "shall", and**

directed staff that further findings on the decision-making process related to similar issues be presented before the governing body for consideration.

Further discussion ensued and Mayor Cheshire referred to the definition and interpretations under subsection 151.010:b), duplex; recalled to the special exception use granted at the January 25, 2018 regular meeting and posed the question on duplex properties to become more restrictive.

After discussion, Mr. Beliveau suggested the zoning designation of single-family detached or single-family attached on two dwelling units per acre to which Ms. Geraci-Carver recognized the city's vesting requirements during the application process and the evaluation of the lot of record which staff will review.

With respect to subsection 154.030: Establishment of Zoning Districts and Official Zoning Map and in response to Mayor Cheshire's inquiry, Ms. Geraci-Carver confirmed that staff is aware of and is working on resolving same.

- **Chapter 155, Conditional Uses and Special Exceptions**

Commissioner Bell's suggested changing the provisions under subsection 155.030: b) 30) E), Bed and Breakfast Inns; . . . *No bed and breakfast inn shall allow an individual to be a guest for more than thirty (30) days in any calendar year. . . .* to read: . . . 52 (*fifty-two*) days. . . .

In response, Mr. Beliveau recommended revising the language to read. . . *thirty (30) continuous days. . .* and noted the additional languages under subsections 155.030: b) 31) to 155.030: b) 37).

After Commissioner DeGrave questioned the deleted language: . . . *Conditional uses run with the owner and not the property. Therefore, ownership of a conditional use cannot be transferred to another property. . . .*, subsection 155.010: e), Abandonment of a Conditional Use and questioned the process for the potential owner to appear before the governing body for consideration.

Extensive deliberations ensued and Commissioner DeGrave cited the language under Mobile Home Subdivision, subsection 155.030 b) 12), Mobile Home Subdivision . . . *A special exception may be granted under the following conditions: . . .* to which Ms. Geraci-Carver indicated that the governing body has more discretion with such uses meeting the required criteria to which she will review.

With respect to subsection 155.010 b) 36), Motor Vehicle and Boat Storage Facilities, (C-2), Commissioner DeGrave addressed the implications to the city which does not receive the highest and best use and questioned prohibiting such uses in certain zoning districts.

By unanimous consent, the city commission and planning and zoning board recessed the workshop for lunch at 11:33 a.m. and reconvened at 12:00 p.m.

By unanimous consent, the city commission and the planning and zoning board agreed with the LPG Urban and Regional Planners' recommendation to amend subsection 155.010: d), General Requirements and Conditions for planned commercial designations to include minimum criteria standards desirable to the city going forward and the previously cited identifiable uses of concern as special exception uses.

- **Chapter 156, Miscellaneous Regulations**

With respect to Accessory Uses and Structures, under subsection 156.010, Mr. Beliveau reviewed the changes by referring to the setback requirements under subsection 156.040 (noting the connection to same as outlined under subsection 154.030::d) 4), purpose and intent of zoning districts), and pointed out the minimum standards shown under subsections 156.010: f), outside storage and 156.010: f) 2), office uses.

Following extensive deliberations, Commissioner DeGrave pointed out subsection 156.010 d) 2), and voiced concerns with Spa Kingdom's business product encroaching the roadway, the parking lot is utilized as storage and the sign on the semi-tractor trailer on the property reveals the name of the business.

After lengthy discussions on signage and storage problems, Commissioner DeGrave suggested that staff review businesses initial site plans starting with Spa Kingdom Inc, before enforcing prohibition of same.

Commissioner DeGrave cited language under subsection 156.020: c) 3), permitted home occupations, Off-site Provision of Services and suggested including tattoo parlors as prohibited home occupations under subsection 156.020: d), and for staff to add language under subsection 156.020: c) 3) that such reason to be based upon traffic generated from said businesses.

After Mayor Cheshire referred to the city's adopted code of ordinances relating to Communication Towers Construction; Communications Services Permit Fees Collection; Public Facilities District Zoning and Telecommunications Tower Definition, and Accessory Structures, Mr. Beliveau addressed staff's unawareness of same and confirmed that they will be included under the subject section of the LDRs.

- **Chapter 157, Subdivisions and Plats**

After discussion and upon Commissioner DeGrave's suggestion, **the city commission and the planning and zoning board by unanimous consent, agreed to incorporate under subsection 157.080: a) 1) F), Development Design Improvement Standards (for Roadway and Street Construction Layout), the regulation of design standards to accommodate landscape islands for cul-de-sac streets as part of the review process.**

Upon Commissioner Bell's suggestion and **by unanimous consent, the city commission and planning and zoning board agreed to incorporate language under subsection 157.060: d) 3) F), the preliminary plan, review process to include the Planning and Zoning Board and the city commission as part of said process.**

- **Chapter 161, Building and Fire Codes**

Mr. Beliveau pointed out the provision under subsection 161.010: b), building codes and subsection 161.020 a), fire codes.

- **Chapter 162, Transportation Standards**

There were no changes to address on transportation standards at this time.

- **Chapter 164, Landscape Requirements and Tree Protection**

Mr. Beliveau referred to House Bill 1159, Private Property Rights prohibiting local governments from requiring notices, applications, approvals, permits, fees, or mitigation for the pruning, trimming or removal of trees on residential property. removal; a copy of which is filed with the supplemental papers to the minutes of this meeting.

After discussion, Mr. Beliveau and Ms. Lindh reviewed the changes under subsection 162.030: c), Access Control, Distance Between Access Point and Property Line and the changes under Subsection 164.080: d), Installation and Maintenance.

Mr. La Venia noted the forthcoming recommendations from Ms. Jennifer C. Bolling, Jacobs CH2M®, regarding the consumptive use permit 2020 as it relates to irrigation, water conservation, and indigenous plants which will be incorporated in the respective chapter of the LDRs.

After discussion and upon Commissioner DeGrave's suggestion, **the city commission and the planning and zoning board, by unanimous consent, agreed to revise language under subsection 164.080: d), Installation and Maintenance to read: . . . *One year from issuance of Certificate of Occupancy (CO), the city will inspect the landscape relative to continued maintenance. . . .***

In response to Mr. La Venia's remarks, Mr. Beliveau addressed the plan, at a future workshop to incorporate within the subject chapter the revisions provided by Jacobs CH2M®.

- **Chapter 165, Environmental Protection Regulations**

Vice Mayor Gunter mentioned his request for Chapter 165, Environmental Protection Regulations, which was distributed at this day's meeting and filed with the supplemental papers to the minutes of this meeting.

Later in the meeting, Mr. Beliveau reviewed the following changes:

- o subsection 165.050: e), exemptions,
- o subsection 165.100: a), clearing limitations and
- o subsection 165.150: b), conservation easement

- **Chapter 168, Variance Procedures**

Commissioner DeGrave referred to the review criteria for variance procedures and review requirements reflected under subsection 168.010: f).

After further discussion, Ms. Geraci-Carver recognized the case law (judicial) or quasi-judicial (legislative) procedures, when the elected body considers the granting of a variance request by using discretion when making a determination once the burden has been met to meet the criteria and demonstrating that there is competence of substantial evidence as to why the variance should not be granted.

Ms. Geraci-Carver suggested that staff report ought to identify as a standard when reviewing a variance application that the request is legislative or quasi-judicial.

- **Appendix 2, Water Sewer Utilities Standard Specifications**

Mr. Beliveau reviewed the changes under Appendix 2, Water Sewer Utilities Standard Specifications.

4. OTHER BUSINESS

Earlier in the meeting, Mayor Cheshire suggested completing what is required to be finished, revise what was presented at this day's workshop meeting and provide the revisions at the next workshop where it would be determined whether a future workshop would be required.

5. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 1:42 p.m.

The minutes were approved at the October 10, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

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

August 22, 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, August 22, 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; Deputy Fire Chief Tim Yoder, and Firefighter Brandon Cutter, Fire Department; Public Works Director Dale Bogle; Community Development Director Tracy Kelley; 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, Overseer Jerry Kingery, Heritage Community Church, gave the invocation, and Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:34 PM After Mayor Cheshire's requested that Ms. Coulson called the roll where a quorum was declared present, he announced the decorum at this evening's meeting.

3. LOCAL PLANNING AGENCY

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

ACTION: 6:02:50 PM **By unanimous consent, the city commission recessed its meeting at 6:03 p.m. to the Local Planning Agency and reconvened at 6:25 p.m.**

4. CONSENT AGENDA

Approval of Minutes

August 8, 2019 regular meeting minutes.

ACTION: 6:25:28 PM **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited.**

5. REGULAR AGENDA

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

Ms. Geraci-Carver read into the record proposed Resolution 2019-036, the substance of which is as follows:

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.

ACTION: 6:25:44 PM. After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-036 as previously cited.

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

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

PUBLIC HEARING

(b) First Reading – Ordinance 2019-012 Sewer Impact Fee

After Ms. Geraci-Carver read into the record proposed Resolution 2019-012, 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, 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.)

Mr. La Venia recognized that additional research has been conducted which can be amended at the second reading and pointed out the typographical error shown on page three, subsection 37.04, Imposition of wastewater impact fee, to read: \$3,172 and not \$3,1720, Ms. Geraci-Carver confirmed that she will make the change.

ACTION: 6:30:52 PM. After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission approve proposed Ordinance 2019-012 as previously cited.

There being no one 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.

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.**

It now being the time advertised to hold a public hearing and after Ms. Geraci-Carver read into the record proposed 2019-036, 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 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.)

ACTION: 6:33:57 PM. By unanimous consent, the city commission accepted staff's request to transmit the testimony heard earlier before the Local Planning Agency this evening.

A motion was made by Vice Mayor Gutner and seconded by Commissioner Mobilian that the city commission accept the Local Planning Agency's recommendation of approval on proposed Ordinance 2019-003 as amended.

There being no one 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

END OF PUBLIC HEARING

OFFICERS' REPORTS

(a) **City Manager**

i. **Economic Development Status Update**

Mr. La Venia described the following quotations received for the city's roadways to be considered before the next Community Redevelopment Agency meeting:

- Paquette Inc.; \$115,536 (lowest and responsible bidder piggyback from Lake County's contract);
- Ciraco Underground Inc;- \$188,000, and
- CW Roberts who requested not to be included in the project.

ACTION: 6:36:15 PM No action was necessary recognizing that it was a previously budgeted item.

ii. **Florida Medical Industries Inc.**

Mr. La Venia reported that Mr. Michael "Mike" Whiting, the first lien holder on Florida Medical Industries Inc. (the glass thermometer manufacturing company), has submitted the asbestos survey report for the property located on 3131 US Highway 27/441 earlier this day which passed; however, he has not yet utilized the city's demolition permit application for said building where the fees are \$500. Mr. La Venia recalled the city commission's actions at its July 11, 2019 regular meeting accepting Mr. Whiting's request nullifying the order of fine accrued for \$47,000 and relayed Mr. Whiting's request to waive the permit fees.

ACTION: 6:37:11 PM and 6:39:09 PM. **By unanimous consent, the city commission determined not to waive the permit fee of \$500.00.**

iii. **Naming of the Recreation Center**

Mr. La Venia relayed discussions held with Ms. Michelle Yoder, Parks and Recreation Director, earlier this day on the naming of the city's recreation center as: "Fruitland Park Receptions", "Fruitland Park Civic Center" or "Fruitland Park Community Center" before placing orders for city signs.

ACTION: 6:38:00 PM **By unanimous consent, the city commission agreed with the naming of the recreation center as "The Community Center".**

(b) City Attorney

i. Notice of Claim – James Hartson

Ms. Geraci-Carver stated that there is nothing new to report on the notice of claim for Mr. James Hartson.

ACTION: 6:40:00 PM No action was taken.

ii. Planning and Zoning Board Training

Ms. Geraci-Carver reported that training was conducted for the Planning and Zoning (P&Z) Board on August 15, 2019.

Vice Mayor Gunter referred to the “Amending the Community Redevelopment Act”: What the 2019 Legislative Changes Mean to Your City presentation that was held on August 16, 2019 at the 2019 Florida League of Cities’ (FLC’s) 93rd Annual Conference and questioned the requirements for two (civilian) members to serve on the Community Redevelopment Agency (CRA) boards.

In response, Ms. Geraci-Carver pointed out the CRA requirements (sections 163.356 and 112.3142 FS) generally reflecting community members serving as either residents or business owners within the CRA; indicated that she will review the city’s establishment of same, and acknowledged HB 9, CRAs.

ACTION: 6:40:05 PM No action was taken.

7. PUBLIC COMMENTS

No one from the public appeared before the city commission.

ACTION: 6:42:25 PM No action was necessary.

8. COMMISSIONERS’ COMMENTS

(a) Commissioner Mobilian – Lake MPO Governing Board Meeting

In response to Commissioner Mobilian’s reference on his intent to attend the Lake-Sumter Metropolitan Planning Organization (MPO), Governing Board meeting as it relates to CR 466A roadway improvements, Mayor Cheshire noted the cancellation of same.

ACTION: 6:42:39 PM No action was taken.

(b) Commissioner DeGrave - 2019 FLC’s 93rd Annual Conference

Commissioner DeGrave thanked the city for allowing him to attend the 2019 FLC’s 93rd Annual Conference.

Later in the meeting, Commissioner DeGrave referred to the conference’s August 15, 2019 presentation on ADA Compliance on City Websites: *Navigating*

the Legal and Website Challenges; in passing you mentioned that Municode (aha) has a less expensive alternative (Commonplace software); but they have not reached out to CC; however; she attended Laserfiche®, (Municode) webinar earlier this morning who have not yet grasped ADA requirements but will be reviewing how it can deal with weblinks on the website, a cheaper version and they will be working on that and it is a process.

ACTION: 6:43:09 PM and 6:48:34 PM No action was necessary.

(c) Commissioner Bell

i. 2019- FLC's 93rd Annual Conference

Commissioner Bell noted the 2019- FLC's 93rd Annual Conference and addressed his concerns on the requirements imposed by the state as it relates to volunteers.

ACTION: 6:43:30 PM as it relates to volunteers

ii. Northwest Lake Community/Cales Park Multipurpose Soccer Field

Commissioner Bell pointed out Mr. La Venia's recent appearance before the Lake County Board of County Commissioners regarding the Infrastructure Sales Tax Project (Five-Year Plan).

Mr. La Venia relayed his testimony reiterating the request to allocate grant funding towards needed improvements at Northwest Lake Community Park/Cales Park Multipurpose Soccer Field (Recreation) Complex and referred to the number of correspondence he has written to the county manager and the office of parks and trails director requesting that the \$605,000 be earmarked.

Commissioner Bell requested to be included in the five-year plan program

ACTION: 6:44:03 PM No action was taken.

(d) Vice Mayor Gunter, Jr. - 2019- FLC's 93rd Annual Conference

Vice Mayor Gunter referred to his attendance at the 2019- FLC's 93rd Annual Conference and shared the same sentiments previously cited.

ACTION: 6:47:47 PM No action was taken.

9. MAYOR'S COMMENTS

(a) LDR Workshop

Mayor Cheshire addressed the need to establish the next LDR workshop.

ACTION: 6:49:37 PM After discussion and **by unanimous consent, the city commission agreed to hold a workshop meeting on Thursday, September 26, 2019 at 6:00 p.m. to review the Land Development Regulations.**

(b) Grant Programs

In response to Mayor Cheshire's reference to the various available grant programs, Mr. La Venia identified the county's Community Development Block Grant (CDBG) program criteria and addressed the need to retain another grant writer for the city.

ACTION: 6:53:22 PM By unanimous consent and upon Commissioner DeGrave's suggestion, the city commission directed the city manager to contact Lake County to initiate participation in the county's Community Development Block Grant (CDBG) funding program, as an entitlement county, to secure grant funds and to seek a grant writer for the city.

(c) Dates to Remember

Mayor Cheshire recognized the following 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. - Cancelled;
- 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 P&Z Board at 6:00 p.m.) and
- September 26, 2019, City Commission Workshop at 6:00 p.m.

ACTION: 6:58:35 PM No action was necessary.

10. ADJOURNMENT

The meeting adjourned at 7:00 p.m.

The minutes were approved at the October 10, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION
SPECIAL MEETING MINUTES
September 5, 2019**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, September 5, 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, City Treasurer Jeannine Racine, Police Chief Erik Luce, Fire Chief Donald Gilpin, Deputy Fire Chief Tim Yoder, Fire Department; Public Works Director Dale Bogle, Human Resource Director Diana Kolcun; Deputy City Clerk Stevie Taub and City Clerk Esther Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:00 PM. Mayor Cheshire called the meeting to order Police Chief Luce gave the invocation, and Fire Chief Gilpin led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:13 PM and 6:01:26 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present. Mayor Cheshire announced the decorum for this evening's meeting.

3. PROCLAMATION - *Constitution Week* – September 17 to 23, 2019

On behalf of the city commission, Mayor Cheshire read into the record, a proclamation proclaiming September 17 to September 23, 2019 as *Constitution Week* and asked the citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

ACTION: 6:03:48 PM Mses. Claudia Jacques and Cindy Kolevar, John Bartram Chapter of The Villages Daughters of the American Revolution Chairperson, accepted the proclamation with sincere gratitude.

4. COMMUNITY REDEVELOPMENT AGENCY

ACTION: 6:04:33 PM **By unanimous consent, the city commission recessed its meeting at 6:05 p.m. to the Community Redevelopment Agency and reconvened at 6:15 p.m.**

5. CONSENT AGENDA

(a) Resolution 2019-038 – P&Z Board Member Appointment

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) **Resolution 2019-039 – City Treasurer Appointment**
A RESOLUTION OF THE CITY OF FRUITLAND PARK, APPOINTING A CITY TREASURER, PROVIDING FOR THE TERM OF OFFICE; PROVIDING FOR AN EFFECTIVE DATE.
- (c) **Resolution 2019-040 – City Attorney Appointment**
A RESOLUTION OF THE CITY OF FRUITLAND PARK, APPOINTING A CITY ATTORNEY, PROVIDING FOR THE TERM OF OFFICE; PROVIDING FOR AN EFFECTIVE DATE.
- (d) **Resolution 2019-041 – City Clerk Appointment**
A RESOLUTION OF THE CITY OF FRUITLAND PARK, APPOINTING A CITY CLERK, PROVIDING FOR THE TERM OF OFFICE; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:15:01 PM **On motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the consent agenda as previously cited.**

6. REGULAR AGENDA

- (a) **Resolution 2019-037 – LCLC Member-Alternate Appointments**
Ms. Geraci-Carver read into the record proposed Resolution 2019-037, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER AND ALTERNATE TO THE LAKE COUNTY LEAGUE OF CITIES, INC.; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:16:28 PM **A motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-037 as previously cited with the appointments of Commissioner Chris Bell as the member and Vice Mayor Gunter as the alternate.**

After Commissioner Bell and Vice Mayor Gunter accepted the position, **Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.**

- (b) **Resolution 2019-044 - Central Square Technologies - Agreement**
Ms. Geraci-Carver read into the record proposed Resolution 2019-044, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM CENTRAL SQUARE TECHNOLOGIES IN THE AMOUNT OF \$12,160.00; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

After discussion, Ms. Geraci-Carver recognized the existing Central Square Technologies' software maintenance and support agreement (CRW Systems Inc.) and requested that the addendum reflecting Chapter 119, Florida Statutes be included due to the change in the laws since the original agreement was entered into.

ACTION: 6:20:00 PM After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-044 as previously cited with the addendum.

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

(c) Resolution 2019-046 – City Roadways - Paquette Company

Ms. Geraci-Carver read into the record proposed Resolution 2019-046, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM PAQUETTE COMPANY IN THE AMOUNT OF \$115,536.00; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:21:05 PM and 7:27:53 PM After discussion a motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2019-046 as previously cited.

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

Later in the meeting, Mayor Cheshire referred to the city commission's previous discussions (May 24, 2018 regular meeting) regarding the Cutoff Road proposed improvements transfer interlocal agreement with the county which included resurfacing and voiced concerns on the current condition of the sidewalks, trees and lighting to which Mr. La Venia recollected the county's willingness to bear the costs of same if the city assumes responsibility.

At Mayor Cheshire's request, the city commission, by unanimous consent, directed the public works department director to contact Lake County's Road

Operations Division Manager to coordinate the future resurfacing project and address resolving the problem with street lighting on Cutoff Road.

(d) June 2019 Financial Report

Ms. Racine reviewed the June 2019 Financial Report.

ACTION: 6:24:07 PM On motion of Vice Mayor Gunter, seconded by Commissioner DeGrave and unanimously carried, the city commission approved the June 2019 Financial Report as submitted.

PUBLIC HEARING

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

(e) Resolution 2019-045 – Adopted Fire Assessment Rate

After Ms. Geraci-Carver read into the record proposed Resolution 2019-045, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK; ESTABLISHING THE ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: 6:25:46 PM A motion was made by Commissioner Mobilian and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2019-045 as previously cited.

Mr. Robert R. Ruiz, City of Fruitland Park resident, referred to the 2019 notice of proposed property taxes and the proposed or adopted non-ad valorem assessments reflecting the city, as the levying authority, for the assessments on the Fire Rescue Residential Units. He expressed concerns on the unit (residence) on the rear of his property which not being used. (A copy of the public notice is filed with the supplemental papers to the minutes of this meeting.)

After much discussion, Ms. Geraci-Carver advised Mr. Ruiz to refer his concerns to the Lake County Property Appraiser's Office.

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:

Commissioner DeGrave	Yes
Vice Mayor Gunter	Yes
Commissioner Mobilian	Yes
Commissioner Bell	No
Mayor Cheshire	Yes

The motion was declared carried on a four to one (4-1) vote.

(f) Resolution 2019-042 - FY 2019-20 Tentative Millage

Mayor Cheshire announced that the City of Fruitland Park is preparing to set the tentative millage rate of 3.9134 -- a 3.08 percent increase over the roll back rate of 3.7965, the same rate as the last year – which is due to an increase in the taxable value generated by The Villages and other developments and recognized same to be \$83,136 increase in ad valorem over the roll back rate, due to the 10 percent increase in taxable value (an increase of \$38,518,346 assessed value) due to The Villages and other development activity.

After Ms. Geraci-Carver read into the record proposed Resolution 2019-042, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR LAKE COUNTY FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:33:08 PM Following discussion, a motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city adopt Resolution 2019-042 as previously cited.

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.

(g) Resolution 2019-043 - FY 2019-20 Adopted Budget

After Ms. Geraci-Carver read into the record proposed Resolution 2019-043, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA,

**ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR
2019-2020; PROVIDING FOR AN EFFECTIVE DATE.**

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

ACTION: 6:34:05 PM A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city adopt Resolution 2019-043 as previously cited.

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

- (h) Second Reading and Public Hearing – Ordinance 2019-012 Sewer Impact Fee**
After Ms. Geraci-Carver read into the record proposed Resolution 2019-012, 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, 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 first reading was held on August 22, 2019.)

ACTION: 6:35:08 PM A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2019-012 as previously cited to become effective 90 days after final adoption 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.

QUASI-JUDICIAL PUBLIC HEARING

- (i) Quasi-Judicial Public Hearing – Second Reading - Ordinance 2019-003 – Rezoning – Petitioner: Leesburg Fruit Company Rufus M. Holloway, Trustee/Holloway Properties, Inc.**

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 first reading was held on September 5, 2019.)

ACTION: 6:35:45 PM On motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried the city commission postponed its action to enact proposed Ordinance 2019-003, as previously cited, to the September 19, 2019 special meeting.

END OF QUASI-JUDICIAL PUBLIC HEARING

7. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

Mr. La Venia gave an update on the following:

- Florida Medical Industries Inc. - the owner, Mr. Michael "Mike" Whiting, Florida Medical Industries Inc., (the glass thermometer manufacturing company) has obtained the demolition permit and is in the process of seeking a contractor to complete the project.
- CRA Façade – the Community Redevelopment Agency (CRA) grant money project (The Rose Plantation) is almost complete; CRA funds will be dispersed after the grant criteria has been met, and after October 1, 2019, the CRA will re-open the Business Improvement Matching Grant Façade Program application process where more businesses would be encouraged to participate.
- LDRs – the intent to address existing businesses and the utilization of CRA grants at the September 26, 2019 joint workshop with the Planning and Zoning Board on Land Development Regulations (LDR).
- CDBG
 - the city commission's direction at its August 22, 2019 regular meeting to contact Lake County to initiate participation in its

Community Development Block Grant (CDBG) funding program, as an entitlement county, to which the city commission requested that a grant writer be invited to appear before the city commission to address the best options for the city;

- the city commission's actions at its August 12, 1999 regular meeting postponing indefinitely the adoption of the CDBG Program Cooperative Agreement -- the US Department of Housing and Urban Development -- with Lake County as the entitlement county;
- his conversations with Lake County Manager Jeff Cole for the city to participate with the county to receive annual grant federal funds in phases for the city's various smaller projects and opt out, if necessary; thus, the plan to communicate with county staff overseeing the CDBG program, and
- if it is the city commission's desire, the options for the city to independently apply for CDBG grants or work with the county where capital funds would be utilized from the FY 2020-21 midyear budget for various projects.

ACTION: 6:37:41 PM By unanimous consent, the city commission directed the city manager to invite the grant writer, once retained, to appear before the city commission at a future meeting to address the options for the city.

ii. Hurricane Dorian Status Update

Mr. La Venia had no comments on Hurricane Dorian; however, later in the meeting, he expressed gratitude to Police Chief Luce, Public Works Director Bogle, Interim Fire Chief Gilpin, Deputy Fire Chief Yoder and Human Resource Director Kolcun for their work in preparing for Hurricane Dorian.

ACTION: 7:03:07 PM No action was taken.

(b) City Attorney

i. Notice of Claim – James Hartson

Ms. Geraci-Carver stated no developments to the notice of claim by Mr. James Hartson.

ACTION: 6:57:41 PM No action was taken.

ii. City of Fruitland Park v. T. D. Burke

Ms. Geraci-Carver reported that the T. D. Burke lawsuit has been filed and in recognizing the delay to serve the summons (complaint) and the

anticipation of the processor server to commence same, Mr. Burke would have 20 days to respond.

ACTION: 6:57:57 PM No action was taken.

iii. Code Enforcement – Request to Foreclose

Ms. Geraci-Carver referred to the requested consent from the Special Magistrate to proceed with foreclosure actions on Case Numbers CE2017-0032 and CE2018-0043 as prepared by Code Enforcement Officer Lori Davis; noted the requirement of filing a lawsuit and described the process involved with the initial plan to file title reports if approved by the city commission.

ACTION: 6:59:39 PM **On motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the city attorney’s request and authorized the foreclosure of code liens in Case Numbers CE-2019-0043 and CE2017-0032.**

8. PUBLIC COMMENTS

There were no comments from the public at this time.

ACTION: 7:00:14 PM No action was taken.

9. COMMISSIONERS’ COMMENTS

(a) Commissioner Mobilian

i. MPO

Commissioner Mobilian reported that the Lake~Sumter Metropolitan Planning Organization (MPO) meeting (scheduled for August 28, 2019) was cancelled; therefore, no updates are available for the CR 466A roadway improvements.

ACTION: 7:00:36 PM No action was taken.

ii. Beyond the Walls

Commissioner Mobilian acknowledged the involvement of his wife, Mary Ann; with Beyond the Walls Food Pantry (adjacent to Heritage Community Church) noting the costs involved to manage and serve families in the community; noted the limited monthly donations received and recognized her efforts in reaching out to The Villages of Fruitland Park (VOFP) Pine Hills volunteers where a single donation was received for \$10,000 for the pantry.

ACTION: 7:00:51 PM No action was taken.

iii. Excused Absence

Commissioner Mobilian requested that he be excused for the next meeting, as he will not be in attendance.

ACTION: 7:02:34 PM No action was taken.

(b) Commissioner DeGrave

i. Hurricane Dorian

Commissioner DeGrave commended Mr. La Venia and essential city staff for their performance in preparing for Hurricane Dorian.

ACTION: 7:03:07 PM No action was taken.

ii. FY 2019-20 Budget

Commissioner DeGrave voiced his concerns raised at the August 6, 2019 workshop on the FY 2019-20 budget regarding the governmental accounting standards and procedures; relayed the meeting he had on September 4, 2019 with Mses. Racine, Tamara "Tammy" Campbell, McDirmit Davis, Certified Public Accountants retained by the city, and himself. He relayed his suggestion to establish and utilize separate checking accounts prior to transferring funds from the general fund to the utility fund or repayment by the utility fund to the general fund authorized by the city commission.

ACTION: 7:04:45 PM Following extensive deliberations and upon Commissioner DeGrave's suggestion, **the city commission directed the city attorney to draft a resolution to establish utilizing separate checking accounts prior to transferring funds from the general fund to the utility fund or repayment by the utility fund to the general fund authorized by the city commission for consideration at a future meeting.**

iii. Shiloh Cemetery

Commissioner DeGrave pointed out a recent visit to Ms. Kolcun by a VOFPP resident to purchase and use the plots for him and his wife at Shiloh Cemetery as a final resting place due to the friendly nature of the city.

ACTION: 7:34:21 PM No action was taken.

(b) Commissioner Bell - Hurricane Dorian

Commissioner Bell praised Mr. La Venia and staff on the updates he provided relating to Hurricane Dorian. In response to Commissioner Bell's suggestion to keep the Bahamas in the city's thoughts and for the city to keep abreast of the local initiatives being prepared to provide assistance, Mr. La Venia requested that staff be informed to disseminate same to the citizens.

Commissioner Bell acknowledged Waste Management Inc.'s quick response after the Hurricane.

ACTION: 7:04:45 PM No action was necessary.

(d) Vice Mayor Gunter, Jr. – Hurricane Dorian

Vice Mayor Gunter expressed appreciation to staff on the preparation efforts for Hurricane Dorian.

ACTION: 7:26:40 PM No action was necessary.

10. MAYOR'S COMMENTS

(a) Hurricane Dorian

Mayor Cheshire shared the same sentiments of the city commission by extended his appreciation on staff's efforts during the preparation of Hurricane Dorian and recognized the combined activities of other governmental agencies.

ACTION: 7:27:18 PM No action was necessary.

(b) Dates to Remember

Mayor Cheshire announced the following events:

- 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, Lake County League of Cities (LCLC), Lake County Sheriff Peyton Grinnell, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;
- September 13, 2019, Movie on the Lawn – *The Secret Life of Pets 2* at 8:00 p.m. Outside City Hall
- 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.);
- September 26, 2019, City Commission Workshop at 6:00 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 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.;
- October 26, 2019 *Trick or Trot 5k* Fruitland Park Elementary School, 304 Fountain Street, Fruitland Park, Florida 34731 at 8:00 a.m.;

ACTION: 7:35:28 PM

11. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 7:37 p.m.

The minutes were approved at the October 10, 2019 regular meeting

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2019-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CITY OF FRUITLAND PARK CAFETERIA PLAN; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY DOCUMENTS THAT MAY BE REQUIRED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park offers its employees many benefits available under a Cafeteria Plan, authorized under Section 125 of the IRC of 1986; and

WHEREAS, it is necessary for the City Commission to approve a plan and a plan summary; and

WHEREAS, the City Commission desires to approve The City of Fruitland Park Cafeteria Plan to be effective October 1, 2019 thru September 30, 2020, as well as the Plan Summary.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The form of the Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, attached hereto, is adopted and approved and the Mayor and City Manager are authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

Section 2. The Plan Year shall be for a period beginning October 1, 2019 and ending September 30, 2020.

Section 3. The City of Fruitland Park shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Documents and shall notify the Plan Administrator to which periods said contributions shall be applied.

Section 4. The Mayor and City Manager shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each employee of the City of Fruitland Park a copy of the Summary Plan Description attached hereto, which is hereby approved.

Section 5. The Cafeteria Plan attached hereto as Exhibit A and the Summary Plan Description for the City of Fruitland Park's Flexible Benefits Plan attached hereto as Exhibit B are approved and adopted.

Section 6. 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 October, 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

**THE CITY OF FRUITLAND PARK
CAFETERIA PLAN**

ARTICLE I. Introductory Provisions

City of Fruitland Park ("the Employer") hereby establishes the City of Fruitland Park Cafeteria Plan ("the Plan") effective 10/1/2019 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a "cafeteria plan" under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

"Accident Insurance Benefits (Also includes Accidental Death & Dismemberment (AD&D))" means the Employee's Accident/Accidental Death & Dismemberment Insurance Plan coverage for purposes of this Plan.

"Accident Plan(s) (Also includes Accidental Death & Dismemberment (AD&D)Plans)" means the plan(s) that the Employer maintains for its Employees providing benefits through a group insurance policy or policies in the event of injury or accidental death and/or dismemberment. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Benefits" means the Premium Payment Benefits.

"Benefit Package Option" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

"Change in Status" has the meaning described in Section 4.6.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contributions" means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

"Committee" means the Benefits Committee (or the equivalent thereof) of City of Fruitland Park

"Compensation" means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

"Dental Insurance Benefits" means the Employee's Dental Insurance Plan coverage for purposes of this Plan.

"Dental Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing dental benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Dependent" means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a "Dependent" shall also include for purposes of any

disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers' compensation.

"Effective Date" of this Plan has the meaning described in Article 1.

"Election Form/Salary Reduction Agreement" means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer's discretion in accordance with the procedures detailed in Article IV.

"Eligible Employee" means an Employee eligible to participate in this Plan, as provided in Section 3.1.

"Employee" means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation. The term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

"Employer" means City of Fruitland Park, and any Related Employer that adopts this Plan with the approval of City of Fruitland Park. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, "Employer" means only City of Fruitland Park.

"Employment Commencement Date" means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"Health Insurance Benefits" means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HMO" means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.

"Hospital Indemnity Benefits" means the Employee's Hospital Indemnity Plan coverage for purposes of this Plan.

"Hospital Indemnity Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"HRA" means a health reimbursement arrangement as defined in IRS Notice 2002-45.

"Insurance Benefits" means benefits offered through the Insurance Plans.

"Insurance Plan(s)" means a plan or plans offering benefits through a group insurance policy or policies.

"Life Insurance Benefits" means the Employee's Life Insurance Plan coverage for purposes of this Plan.

"Life Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees providing benefits through a group term life insurance policy or policies in the event of the death of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated

Medical Insurance Plan(s) means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Open Enrollment Period" with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.

"Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

"Period of Coverage" means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

"Plan" means the City of Fruitland Park Cafeteria Plan as set forth herein and as amended from time to time.

"Plan Administrator" means the City of Fruitland Park Human Resources Manager or the equivalent thereof for City of Fruitland Park, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

"Plan Year" means the 12-month period commencing 10/1/2019 and ending on 9/30/2020, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

"PPO" means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

"Premium Payment Benefits" means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

"Premium Payment Component" means the Component of this Plan described in Article VI.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"Related Employer" means any employer affiliated with City of Fruitland Park that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with City of Fruitland Park for purposes of Code § 125(g)(4).

"Salary Reduction" means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

"Specified Disease or Illness Insurance Benefits" means the Employee's Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.

"Specified Disease or Illness Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a "cancer policy" or the like) through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Spouse" means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

"Vision Insurance Benefits" means the Employee's Vision Insurance Plan coverage for purposes of this Plan.

"Vision Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing vision benefits through a group insurance policy

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 30 Hours or more per week; and (c) has been employed by the Employer for a consecutive period of 60 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- the termination of this Plan; or
- the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the

If a Participant's Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections

4.1 Elections When First Eligible

An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period unless an event occurs that would justify a mid-year election change, as described in Article IV.

The Employer reserves the right, within its discretion, to allow or require any or all of the election procedures detailed in this Article 4.1 to be performed electronically.

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

4.2 Rolling Elections

During each Open Enrollment Period for a following Plan Year, Participants shall be deemed to have elected the same benefits at the same levels as in the Plan Year in which the Open Enrollment Period occurs, unless a Participant informs the Employer of a different intention in writing (or in an electronic form accepted by Employer).

4.3 *RESERVED*****

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- Participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(i), within 30 days after the events described in such Sections unless

(b) Effective Date of New Election. Elections made pursuant to this Section 4.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

(a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;

(d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and

(e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

(a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.

(b) Termination of Employment. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.

(c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's

(2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) *HIPAA Special Enrollment Rights.* If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) *Certain Judgments, Decrees and Orders.* If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(g) *Medicare and Medicaid.* If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) *Change in Cost.* For purposes of this Section 4.7(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.

(1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) Change in Coverage. The definition of "similar coverage" under Section 12.4(h) applies also to this Section 12.4(i).

(1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) Definition of Loss of Coverage. For purposes of this Section 4.7(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add

benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) Revocation Due to Reduction in Hours

A Participant may revoke his or her Major Medical coverage, along with that of any related individuals, if the Participant experiences a reduction of hours such that he or she will be reasonably expected to work fewer than 30 hours a week on a regular basis and the Participant intends to enroll, along with any such related individuals, in another plan no later than the first day of the second full month following the revocation.

(k) Revocation of Coverage for Purposes of Enrolling in Marketplace Coverage

A Participant may revoke his or her Major Medical coverage if he or she is seeking to enroll, along with any related individuals who cease coverage due to such revocation, in Marketplace coverage (either during the Marketplace's annual open enrollment period or during a special enrollment period) immediately after the revoked coverage ends.

(l) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 *Reserved*****

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Medical, Dental, Vision, Accident, Accidental Death & Dismemberment, Bridge, Group Term Life, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance Benefits.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLES VII. - XII. *RESERVED*****

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 *Reserved*****

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts at its discretion. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 *Reserved*****

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of FL, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code, ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of Fruitland Park Salary Reduction Plan, City of Fruitland Park has caused this Plan to be executed in its name and on its behalf, on this ____ day of _____, 20__.

City of Fruitland Park

By: _____
Its: _____

**Amendment to the City of Fruitland Park Cafeteria Plan with Regard to Health Savings Accounts
Effective 07/01/2018, the City of Fruitland Park Cafeteria Plan is amended as follows:**

ARTICLE II is amended by adding the following:

"Benefits" can mean, according to the context used, either Premium Payment Benefits or HSA Benefits (in the form of Contributions to an HSA).

"Contributions" can mean, according to the context used, either 1) the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits or 2) contributions to a health savings account.

"Health Savings Account (HSA)" has the meaning provided in § 223 of the Code.

"High-Deductible Health Plan (HDHP)" has the meaning given in § 223 of the Code.

"Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and/or elect to make HSA Contributions under this Plan, or (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

ARTICLE IX is not "Reserved" but instead reads as follows:

ARTICLE IX. HSA Component

9.1 HSA Benefits

An Eligible Employee can elect to participate in the HSA Component by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee's HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Any language in the document to the contrary notwithstanding, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

9.2 Contributions for Cost of Coverage for HSA; Maximum Limits

The annual Contribution for a Participant's HSA Benefits is equal to the annual benefit amount elected by the Participant. In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made.

An additional catch-up Contribution may be made for Participants who are age 55 or older.

In addition, the maximum annual Contribution shall be:

(a) reduced by any matching (or other) Employer Contribution, if any, made on the Participant's behalf made under the Plan); and

(b) prorated for the number of months in which the Participant is an HSA-Eligible Individual.

9.3 *Reserved*****

9.4 Recording Contributions for HSA

As described in Section 9.6, the HSA is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions - such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

9.5 Tax Treatment of HSA Contributions and Distributions

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising an amendment to the City of Fruitland Park Cafeteria Plan, City of Fruitland Park has caused this amendment to be executed in its name and on its behalf, on this 27th day of September 2019.

City of Fruitland Park

By: _____

Its: _____

**THE CITY OF FRUITLAND PARK
CAFETERIA PLAN**

SUMMARY PLAN DESCRIPTION

Introduction

City of Fruitland Park sponsors the City of Fruitland Park Cafeteria Plan (the "Cafeteria Plan") that allows eligible Employees to choose from a menu of different benefits paid for with pre-tax dollars. (Such plans are also commonly known as "salary reduction plans" or "Section 125 plans").

This Summary Plan Description ("SPD") describes the basic features of the Cafeteria Plan, how it generally operates and how Employees can gain the maximum advantage from it.

PLEASE NOTE: This SPD is for general informational purposes only. It does not describe every detail of the Cafeteria Plan. If there is a conflict between the Cafeteria Plan documents and this SPD, then the Cafeteria Plan documents will control.

Cafeteria Plan

CAF Q-1. How do I pay for City of Fruitland Park benefits on a pre-tax basis?

When you first become eligible for the Plan, you may elect to pay for benefits on a pre-tax basis by entering an election with the Employer. At the Employer's option, this may be done with a traditional "paper" salary reduction agreement or it may be done in electronic form. Whatever medium is used, it shall be referred to as a Salary Reduction Agreement for purposes of this SPD.

BE ADVISED: Your Employer uses a rolling or "evergreen" election procedure for this Plan. This means you will automatically maintain the same benefits at the same level from Plan Year to Plan Year unless you indicate that you wish to do something differently during the Open Enrollment Period. Please be sure to review your benefits during the Open Enrollment Period to ensure that they meet your anticipated needs.

When you pay for benefits on a pre-tax basis, you reduce your salary to pay for your share of the cost of coverage with pretax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes.");

Example CAF Q-1(a): Sally is paid an annual salary of \$30,000. Sally elects to pay for \$2,000 worth of benefits for the Plan Year on a pre-tax basis. By doing so, she is electing to reduce her salary, and therefore also her taxable income, by \$2,000 for the year to \$28,000.

From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

Example CAF Q-1(b): Using the same facts from Example Q-1(a), suppose Sally is paid 26 times a year (bi-weekly). Because she has elected \$2,000 in benefits, she will have \$76.92 deducted from each paycheck for the year (\$2,000 divided by 26 paychecks equals \$76.92).

CAF Q-2. What benefits may be elected under the Cafeteria Plan?

The Cafeteria Plan includes the following benefit plans:

The Premium Payment Component permits an Employee to pay for his or her share of contributions for insurance plans with pretax dollars. Under the City of Fruitland Park Cafeteria Plan, these benefits may include:

- * Accident
- * Accidental Death & Dismemberment
- * Bridge
- * Dental
- * HSA
- * Group Term Life
- * Hospital Indemnity
- * Specific Disease or Condition
- * Medical
- * Vision

If you select any or all of these benefits, you will likely pay all or some of the contributions; the Employer may contribute some or no portion of them. The applicable amounts will be described in documents furnished separately to you as necessary from time to time.

Employees who are working 30 Hours hours per week or more are eligible to participate in the Cafeteria Plan following 60 days of employment with the Employer, provided that the election procedures in CAF Q-5 are followed.

An "Employee" is any individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll.

Please note: "Employee" does not include the following:

(a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;

(b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;

(c) ***RESERVED***;

(d) any individual considered "self-employed" by the IRS because of an ownership interest in City of Fruitland Park;

CAF Q-4. What tax savings are possible under the Cafeteria Plan?

You may save both federal income tax and FICA (Social Security/Medicare) taxes by participating in the City of Fruitland Park Cafeteria Plan.

Example CAF Q4(a): Suppose Sally pays 15% in federal income taxes for the year. With an annual salary of \$30,000, that could mean as much as \$4,500 in federal income taxes, plus \$2,295 in FICA taxes (calculated at 7.65% of income). But by electing \$2,000 of cafeteria plan benefits for the year, Sally lowers her income by \$2,000, meaning she is only taxed on \$28,000. This comes out to \$4,200 in income tax plus \$2,142 in FICA tax. That's a \$453 tax savings for the year.

(Caution: This example is intended to illustrate the general effect of "pre-taxing" benefits through a cafeteria plan. It does not take into account the effects of filing status, tax exemptions, tax deductions and other factors affecting tax liability. Furthermore, the amount of the contributions used in this example is not meant to reflect your actual contributions. It is also not intended to reflect specifically upon your particular tax situation. You are encouraged to consult with your accountant or other professional tax advisor with regard to your particular tax situation, especially with regard to state and local taxes.)

CAF Q-5. When does participation begin and end in the Cafeteria Plan?

After you satisfy the eligibility requirements, you can become a Participant on the first day of the next calendar month by electing benefits in a manner such as described in CAF Q-1. An eligible Employee who does not elect benefits will not be able to elect any benefits under the Cafeteria Plan until the next Open Enrollment Period (unless a "Change in Election Event" occurs, as explained in CAF Q-7).

An Employee continues to participate in the Cafeteria Plan until (a) termination of the Cafeteria Plan; or (b) the date on which the Participant ceases to be an eligible Employee (because of retirement, termination of employment, layoff, reduction of hours, or any other reason). However, for purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-8 and CAF Q-12 for more information about this as information about how termination of participation affects your Benefits.

CAF Q-6. What is meant by "Open Enrollment Period" and "Plan Year"?

The "Open Enrollment Period" is the period during which you have an opportunity to participate under the Cafeteria Plan by electing to do so. (See Q-5.) You will be notified of the timing and duration of the Open Enrollment Period, which for any new Plan Year generally will occur during the quarter preceding the new Plan Year.

The Plan Year for the City of Fruitland Park Cafeteria Plan is the period beginning on 10/1/2019 and ending on 9/30/2020.

CAF Q-7. Can I change my elections under the Cafeteria Plan during the Plan Year?

Except in the case of HSA elections, you generally cannot change your election to participate in the Cafeteria Plan or vary the salary reduction amounts that you have selected during the Plan Year (this is known as the "irrevocability rule"). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but those election changes will apply only for the following Plan Year.

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

You may change an election under the Cafeteria Plan upon FMLA and non-FMLA leave only as described in CAF Q-14.

2. Change in Status.

If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described in item 3 below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment);
- a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affect benefits eligibility under a cafeteria plan (including this Cafeteria Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee's child covered as a dependent by an accident or health plan who turns 27 during the taxable year); or
- a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status - Other Requirements.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For Health Insurance Benefits, a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Cafeteria Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage. See CAF Q-12.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another Employer's cafeteria plan (or qualified benefit plan) as a result of

4. Special Enrollment Rights. In certain circumstances, enrollment for Health Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Health Insurance Benefits. When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Cafeteria Plan to correspond with the special enrollment right. Special enrollments may also be available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your child (including a foster child who is your Dependent) to be covered under the Health Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child, provided that such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Health Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefit package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefit package option provides similar coverage. Coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.) If the cost of Health Insurance Benefits significantly decreases during the Plan Year, then the Plan Administrator may permit the following election changes: (a) if you are enrolled in the benefit package option that has decreased in cost, you may make a corresponding decrease in your contributions; (b) if you are enrolled in another benefit package option (such as the HMO option under the Medical Insurance Plan), you may change your election on a prospective basis to elect the benefit package option that has decreased in cost (such as the PPO option under the Medical Insurance Plan); or (c) if you are otherwise eligible, you may elect the benefit package option that has decreased in cost on a prospective basis, subject to the terms and limitations of the benefit package option.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost.

The Plan Administrator generally will notify you of increases or decreases in the cost of Health Insurance benefits.

8. Change in Coverage. You may also change your election if one of the following events occurs:

- *Significant Curtailment of Coverage.* If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.)
- *Addition or Significant Improvement of Cafeteria Plan Option.* If the Cafeteria Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.
- *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal

Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

For example, if an election to drop coverage is made by your Spouse during his or her Employer's open enrollment, you may add coverage under the Cafeteria Plan to replace the dropped coverage.

9. Intention or Need to Obtain Coverage through a Marketplace Established under the Affordable Care Act.

You may revoke your Health Insurance Benefits coverage mid-Plan Year if either one of the following applies:

- You are seeking to enroll yourself and any other related individuals in coverage to be obtained through a Marketplace.
- You have experienced a reduction of hours and reasonably expect to be working less than 30 hours for the foreseeable future and will seek coverage to be obtained through a Marketplace.

CAF Q-8. What happens if my employment ends during the Plan Year or I lose eligibility for other reasons?

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Cafeteria Plan will cease and you will not be able to make any more contributions to the Cafeteria Plan for Insurance Benefits.

See CAF Q-12 for information on your right to continued or converted group health coverage after termination of your employment.

For purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-12.

If you are rehired within the same Plan Year and are eligible for the Cafeteria Plan, then you may make new elections, provided that you are rehired more than 30 days after you terminated employment. If you are rehired within 30 days or less during the same Plan Year, then your prior elections will be reinstated.

If you cease to be an eligible Employee for reasons other than termination of employment, such as a reduction of hours, then you must complete the waiting period described in CAF Q-3 before again becoming eligible to participate in the Plan.

CAF Q-9. *RESERVED*****

CAF Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to amend or terminate all or any part of the Cafeteria Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Cafeteria Plan be amended accordingly.

CAF Q-11. What happens if my claim for benefits is denied?

Insurance Benefits

The applicable insurance company will decide your claim in accordance with its claims procedures. If your claim is denied, you may appeal to the insurance company for a review of the denied claim. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court). For more information about how to file a claim and for details regarding the medical insurance company's claims procedures, consult the claims procedure applicable under that plan or policy, as described in the plan document or summary plan description for the Insurance Plan.

Appeals.

If your claim is denied in whole or part, then you (or your authorized representative) may request review upon written application to the "Committee" (the Benefits Committee that acts on behalf of the Plan Administrator with respect to appeals). Your appeal must be made in writing within 180 days after your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

Your appeal will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives your request for review. The Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- the specific reason(s) for the decision on review;
- the specific Plan provision(s) on which the decision is based;
- a statement of your right to review (upon request and at no charge) relevant documents and other information;
- if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, then a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request;

CAF Q-12. What is "Continuation Coverage" and how does it work?

COBRA

If you have elect Health Insurance Benefits under this Plan, you may have certain rights to the continuation of such benefits after a "Qualifying Event" (e.g., a termination of employment). See Appendix B of this SPD for a detailed description of your rights to "continuation coverage" under COBRA.

USERRA

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage under USERRA is available from the Plan Administrator.

CAF Q-13. How will participating in the Cafeteria Plan affect my Social Security and other benefits?

Participating in the Cafeteria Plan will reduce the amount of your taxable income, which may result in a decrease in your Social Security benefits and/or other benefits which are based on taxable income. However, the tax savings that you realize through Cafeteria Plan participation will often more than offset any reduction in other benefits. If you are still unsure, you are encouraged to consult with your accountant or other tax advisor.

CAF Q-14. How do leaves of absence (such as under FMLA) affect my benefits?

FMLA Leaves of Absence.

If the Employer is subject to the federal Family and Medical Leave Act of 1993 and you go on a qualifying leave under the FMLA, then to the extent required by the FMLA your Employer will continue to maintain your Health Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis).

If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Insurance Benefits, then you may pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld

participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave.

If you are commencing or returning from FMLA leave, then your election for non-health benefits provided under this Plan, if any, will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence.

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.

Premium Payment Benefits

PREM Q-1. What are "Premium Payment Benefits"?

As described in CAF Q-1, if you elect Premium Payment Benefits you will be able to pay for your share of contributions for Insurance Benefits with pre-tax dollars by electing to do so. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA (Social Security) taxes. See Q-4.

PREM Q-2. How are my Premium Payment Benefits paid?

As described in CAF Q-1 and in PREM Q-1, if you select an Insurance Plan described in CAF Q-2, then you may be required to pay a portion of the contributions. When you complete the Election Form/Salary Reduction Agreement, if you elect to pay for benefits on a pre-tax basis you agree to a salary reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

The Employer may contribute all, some, or no portion of the Premium Payment Benefits that you have selected, as described in documents furnished separately to you from time to time.

Miscellaneous

MISC Q-1

What are my ERISA Rights?

The Cafeteria Plan is not an ERISA welfare benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA). The SPDs of the various benefits components of the Plan will describe your rights under ERISA, if applicable, under that component.

Regardless, a participant in the Cafeteria Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee

- and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies); and
- Receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

COBRA and HIPAA Rights. You have a right to continue your Health Insurance Plan coverage for yourself if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

HIPAA Privacy Rights. Under another provision of HIPAA, group health plans are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from the Employer (or medical insurers) that outlines its health privacy policies.

Fiduciary Obligations. In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants.

No Discrimination. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Right to Review. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Enforcing Your Rights. Under ERISA, there are steps that you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, then you may file suit in a state or federal court (but only if you have first filed your claim under the Plan's claims procedures and, if applicable, filed a timely appeal of any denial of your claim).

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration

MISC Q-2. What other general information should I know?

This MISC Q-2 contains certain general information that you may need to know about the Plan.

Plan Information

Official Name of the Plan: City of Fruitland Park Cafeteria Plan

Plan Number: 501

Effective Date: 10/1/2019.

Plan Year: 10/1/2019 to 9/30/2020. Your Plan's records are maintained on this period of time

Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

506 West Berckman Street
Fruitland Park, FL 34731
Federal employee tax identification number (EIN): 596031169

Plan Administrator Information

Name, Address, and business telephone number:

City of Fruitland Park

506 West Berckman Street
Fruitland Park, FL 34731
Attention: Human Resources Manager
Telephone: 3523606727

Agent for Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

City of Fruitland Park

506 West Berckman Street
Fruitland Park, FL 34731
Attention: Benefits Committee

Qualified Medical Child Support Order

The Health Insurance Plans will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Appendix A

*****Affiliated Employers*****

Appendix B

COBRA CONTINUATION COVERAGE RIGHTS under the City of Fruitland Park Cafeteria Plan (the "Plan")

The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. PLEASE READ THE FOLLOWING CAREFULLY.

The City of Fruitland Park Cafeteria Plan has group health insurance components and you may be enrolled in one or more of these components. COBRA (and the description of COBRA coverage contained in this SPD) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered under the Plan or by City of Fruitland Park. The Plan provides no greater COBRA rights than what COBRA requires - nothing in this SPD is intended to expand your rights beyond COBRA's requirements.

What Is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below in the section entitled "Who Is Entitled to Elect COBRA?"

COBRA coverage may become available to "qualified beneficiaries"

After a qualifying event occurs and any required notice of that event is properly provided to City of Fruitland Park, COBRA coverage must be offered to each person losing Plan coverage who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the Plan is lost because of the qualifying event. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.)

Who Is Entitled to Elect COBRA?

We use the pronoun "you" in the following paragraphs regarding COBRA to refer to each person covered under the Plan who is or may become a qualified beneficiary.

Qualifying events for the covered employee

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- your hours of employment are reduced; or
- your employment ends for any reason other than your gross misconduct.

Qualifying events for the covered spouse

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- your spouse dies;
- your spouse's hours of employment are reduced;
- your spouse's employment ends for any reason other than his or her gross misconduct;
- you become divorced or legally separated from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or separation.

Qualifying events for dependent children

If you are the dependent child of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- you stop being eligible for coverage under the Plan as a "dependent child."

Electing COBRA after leave under the Family and Medical Leave Act (FMLA)

Under special rules that apply if an employee does not return to work at the end of an FMLA leave, some individuals may be entitled to elect COBRA even if they were not covered under the Plan during the leave. Contact City of Fruitland Park for more information about these special rules.

Special second election period for certain eligible employees who did not elect COBRA

Certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA) are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period of 60 days or less (but only if the election is made within six months after Plan coverage is lost).

When Is COBRA Coverage Available?

When the qualifying event is the end of employment, reduction of hours of employment, or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries. You need not notify City of Fruitland Park of any of these qualifying events.

Caution:

You stop being eligible for coverage as dependent child whenever you fail to satisfy any part of the plan's definition of dependent child.

You must notify the plan administrator of certain qualifying events by this deadline

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), a COBRA election will be available to you only if you notify City of Fruitland Park in writing within 60 days after the later of (1) the date of the qualifying event; or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.

No COBRA election will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period, **YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.**

How to elect COBRA

To elect COBRA, you must complete the Election Form that is part of the Plan's COBRA election notice and mail or hand-deliver it to City of Fruitland Park. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election Form from City of Fruitland Park.

Deadline for COBRA election

If mailed, your election must be postmarked (or if hand-delivered, your election must be received by the individual at the address specified on the Election Form) no later than 60 days after the date of the COBRA election notice provided to you at the time of your qualifying event (or, if later, 60 days after the date that Plan coverage is lost). **IF YOU DO NOT SUBMIT A COMPLETED ELECTION FORM BY THIS DUE DATE, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.**

Independent election rights

Each qualified beneficiary will have an independent right to elect COBRA.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice **WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.**

Special Considerations in Deciding Whether to Elect COBRA

right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

Length of COBRA Coverage

COBRA coverage is a temporary continuation of coverage. The COBRA coverage periods described below are maximum coverage periods.

COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the section below entitled "Termination of COBRA Coverage Before the End of the Maximum Coverage Period."

Death, divorce, legal separation, or child's loss of dependent status

When Plan coverage is lost due to the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA coverage under the Plan's Medical and Dental components can last for up to a total of 36 months.

If the covered employee becomes entitled to Medicare within 18 months before his or her termination of employment or reduction of hours.

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months BEFORE the termination or reduction of hours.

Termination of employment or reduction of hours

Otherwise, when Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, COBRA coverage under the Plan's Medical and Dental components generally can last for only up to a total of 18 months.

Extension of Maximum Coverage Period

If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify City of Fruitland Park of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage.

Disability extension of COBRA coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify City of Fruitland Park in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

You must notify City of Fruitland Park of a qualified beneficiary's disability by this deadline

The disability extension is available only if you notify City of Fruitland Park in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- the date of the Social Security Administration's disability determination;
- the date of the covered employee's termination of employment or reduction of hours; and
- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

No disability extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures."

If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

Second qualifying event extension of COBRA coverage

An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

You must notify City of Fruitland Park of a second qualifying event by this deadline

This extension due to a second qualifying event is available only if you notify City of Fruitland Park in writing of the second qualifying event within 60 days after the date of the second qualifying event.

No extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Second Qualifying Event Form" (you may obtain a copy of this form from City of Fruitland Park at no charge), and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Termination of COBRA Coverage Before the End of the Maximum Coverage Period

COBRA coverage will automatically terminate before the end of the maximum period if:

- any required premium is not paid in full on time;
- a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- the employer ceases to provide any group health plan for its employees; or
- during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

You must notify City of Fruitland Park if a qualified beneficiary becomes entitled to Medicare or obtains other group health plan coverage

You must notify City of Fruitland Park in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage. In addition, if you were already entitled to Medicare before electing COBRA, notify Employer of the date of your Medicare entitlement at the address shown in the section below entitled "Notice Procedures."

You must notify City of Fruitland Park if a qualified beneficiary ceases to be disabled

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify City of Fruitland Park of that fact within 30 days after the Social Security Administration's determination.

Cost of COBRA Coverage

participant or beneficiary who is not receiving COBRA coverage. The amount of your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

All COBRA premiums must be paid by check. Your first payment and all monthly payments for COBRA coverage must be mailed or hand-delivered to the individual at the payment address specified in the election notice provided to you at the time of your qualifying event. However, if the Plan notifies you of a new address for payment, you must mail or hand-deliver all payments for COBRA coverage to the individual at the address specified in that notice of a new address.

When premium payments are considered to be made

If mailed, your payment is considered to have been made on the date that it is postmarked. If hand-delivered, your payment is considered to have been made when it is received by the individual at the address specified above. You will not be considered to have made any payment by mailing or hand-delivering a check if your check is returned due to insufficient funds or otherwise.

First payment for COBRA coverage

If you elect COBRA, you do not have to send any payment with the Election Form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of your election. (This is the date your Election Form is postmarked, if mailed, or the date your Election Form is received by the individual at the address specified for delivery of the Election Form, if hand-delivered.) See the section above entitled "Electing COBRA Coverage."

Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payment. (For example, Sue's employment terminates on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.)

You are responsible for making sure that the amount of your first payment is correct. You may contact City of Fruitland Park using the contact information provided below to confirm the correct amount of your first payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.

Monthly payments for COBRA coverage

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided to you at the time of your qualifying event. Under the Plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under the Plan will continue for that month without any break. City of Fruitland Park will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage - it is your responsibility to pay your COBRA premiums on time).

Grace periods for monthly COBRA premium payments

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. Your COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under the Plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the Plan.

More Information About Individuals Who May Be Qualified Beneficiaries

considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

Alternate recipients under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by City of Fruitland Park during the covered employee's period of employment with City of Fruitland Park is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

NOTICE PROCEDURES City of Fruitland Park Welfare Benefits Plan (the Plan)

WARNING: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

Notices Must Be Written and Submitted on Plan Forms

Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this SPD, and you may obtain copies from City of Fruitland Park without charge). Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable.

How, When, and Where to Send Notices

You must mail or hand-deliver your notice to:

Human Resources Manager

City of Fruitland Park
506 West Berckman Street
Fruitland Park FL 34731

However, if a different address for notices to the Plan appears in the Plan's most recent summary plan description, you must mail or hand-deliver your notice to that address (if you do not have a copy of the Plan's most recent summary plan description, you may request one from City of Fruitland Park).

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand-delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You must notify the plan administrator of certain qualifying events by this deadline," "You must notify City of Fruitland Park of a qualified beneficiary's disability by this deadline", and "You must notify City of Fruitland Park of a second qualifying event by this deadline.")

Information Required for All Notices

Any notice you provide must include (1) the name of the Plan (City of Fruitland Park Welfare Benefits Plan); (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying City of Fruitland Park that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to City of Fruitland Park that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability

Any notice of disability that you provide must include (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination; (5) a copy of the Social Security Administration's determination; and (6) a statement whether the Social Security Administration has

Any notice of a second qualifying event that you provide must include (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices

The covered employee, a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.

THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF CITY OF FRUITLAND PARK IF YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.

City of Fruitland Park Cafeteria Plan Summary Plan Description

Addendum with Regard to Health Savings Accounts

HSA Q-1. What are "HSA Benefits"?

As described in HSA Q-2, an HSA permits Employees to make pre-tax contributions to an HSA established and maintained outside the Plan with the Employee's HSA trustee/custodian. For purposes of this Cafeteria Plan, HSA Benefits consist solely of the ability to make such pre-tax contributions under this Cafeteria Plan.

If you elect HSA Benefits, then you will be able to provide a source of pre-tax contributions by entering into a Salary Reduction Agreement with your Employer. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA taxes.

To participate in the HSA Benefits, you must be an "HSA-Eligible Individual." This means that you are eligible to contribute to an HSA under the requirements of Code § 223 and that you have elected qualifying High Deductible Health Plan coverage offered by the Employer and have not elected any disqualifying non-High Deductible Health Plan coverage offered by the Employer. ("High Deductible Health Plan" means the high deductible health plan offered by your Employer that is intended to qualify as a high deductible health plan under Code § 223(c)(2), as described in materials that will be provided separately to you by the Employer.) If you elect HSA Benefits, you will be required to certify that you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA. These requirements include such things as not having any disqualifying coverage and you should be aware that coverage under a Spouse's plan could make you ineligible to contribute to an HSA.

In order to elect HSA Benefits under the Plan, you must establish and maintain an HSA outside of the Plan with an HSA trustee/custodian and you must provide sufficient identifying information about your HSA to facilitate the forwarding of your pre-tax Salary Reductions through the Employer's payroll system to your designated HSA trustee/custodian.

HSA Q-2. What is my "HSA"?

The HSA is not an employer-sponsored employee benefit plan it is an individual trust or custodial account that you open with an HSA trustee/custodian to be used primarily for reimbursement of "eligible medical expenses" as set forth in Code § 223. Your HSA is administered by your HSA trustee/custodian. Consequently, an HSA trustee/custodian, not the Employer, will establish and maintain your HSA. Your Employer's role is limited to allowing you to contribute to your HSA on a pre-tax Salary-Reduction basis. The HSA trustee/custodian will be chosen by you, as the Participant, and not by the Employer. Your Employer may, however, limit the number of HSA providers to whom it will forward pretax Salary Reductions, a list of whom will be provided upon request. Any such list of HSA trustees/custodians, however, shall be maintained for administrative simplification and shall not be an endorsement of any particular HSA trustee/custodian. Your Employer has no authority or control over the funds deposited in your HSA.

The Plan Administrator will maintain records to keep track of HSA contributions that you make via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose.

HSA Q-3. What are the maximum HSA Benefits that I may elect under the Cafeteria Plan?

Your annual contribution for HSA Benefits is equal to the annual benefit amount that you elect (for example, if a \$2,000 annual benefit amount is elected for 2010, then the annual contribution amount is also \$2,000). The amount you elect must not exceed the statutory maximum amount for HSA contributions applicable to your High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. (Note: The statutory limits for 2017 are \$3,400 for single and \$6,750 for family. The 2018 limits have been updated to \$3,450 for single and \$6,900 for family and the 2019 limits are \$3,500 for single and \$7,000 for family.) An additional catch-up contribution of up to \$1,000 may be made if you are age 55 or older.

In addition, the maximum annual contribution shall be: (a) reduced by any matching (or other) Employer contribution made on your behalf (there are currently no such Employer contributions (other than pre-tax Salary Reductions) made under the Plan); and (b) pro-rated for the number of months in which you are an HSA-Eligible Individual.

Note that if you are an HSA-Eligible Individual for only part of the year but you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA on December 1, you may be able to contribute up to the full statutory maximum amount for HSA contributions applicable to your coverage option (i.e., single or family). However, any contributions in excess of your annual contribution under the Plan for HSA benefits (as described above), but not in excess of the applicable full statutory maximum amount, must be made outside the Plan. In addition, if you do not remain eligible to contribute to an HSA under the requirements of Code § 223 during the following year, the portion of HSA contributions attributable to months that you were not actually eligible to contribute to an HSA will be includible in your gross income and subject to a 10% penalty (exceptions

When you complete the Salary Reduction Agreement, you specify the amount of HSA Benefits that you wish to pay for with your salary reduction. From then on, you make a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

For example, suppose that you have elected to contribute up to \$2,000 per year for HSA Benefits and that you have chosen no other benefits under the Cafeteria Plan. If you pay all of your contributions, then our records would reflect that you have contributed a total of \$2,000 during the Plan Year. If you are paid biweekly, then our records would reflect that you have paid \$76.92 (\$2,000 divided by 26) each pay period in contributions for the HSA Benefits that you have elected. Such contributions will be forwarded to the HSA trustee/custodian (or its designee) within a reasonable time after being withheld.

The Employer makes no contribution to your HSA and your Employer has no authority or control over the funds deposited in your HSA.

HSA Q-5. Will I be taxed on the HSA Benefits that I receive?

You may save both federal income taxes and FICA taxes by participating in the Cafeteria Plan. However, very different rules apply with respect to taxability of HSA Benefits than for other Benefits offered under this Plan. For more information regarding the tax ramifications of participating in an HSA as well as the terms and conditions of your HSA you may want to refer to the communications materials provided by your HSA trustee/custodian as well as IRS Publication 969 ("Health Savings Accounts and Other Tax-Favored Health Plans").

The Employer cannot guarantee that specific tax consequences will flow from your participation in the Cafeteria Plan. Ultimately, it is your responsibility to determine the tax treatment of HSA Benefits. Remember that the Plan Administrator is not providing legal advice. If you need an answer upon which you can rely, you may wish to consult a tax advisor.

HSA Q-6. Who can contribute to an HSA under the Cafeteria Plan?

Only Employees who are HSA-Eligible Individuals can participate in the HSA Benefits. An HSA-Eligible Individual means an individual who meets the eligibility requirements of Code § 223 and who has elected qualifying High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan coverage. The terms of the High Deductible Health Plan that has been selected by your Employer will be further described in materials that will be provided separately to you by the Employer.

HSA Q-7. Can I change my HSA Contribution under the Cafeteria Plan?

Unlike the other benefits offered under the Cafeteria Plan, you may increase, decrease, or revoke your HSA contribution election at any time during the plan year for any reason by submitting an election change form to the Plan Administrator (or to its designee). Your election change will be prospectively effective on the first day of the month following the month in which you properly submitted your election change. Your ability to make pre-tax contributions under this Plan to the HSA identified above ends on the date that you cease to meet the eligibility requirements.

HSA Q-8. Where can I get more information on my HSA and its related tax consequences?

For details regarding your rights and responsibilities with respect to your HSA (including information regarding the terms of eligibility, what constitutes a qualifying High Deductible Health Plan, contributions to the HSA, and distributions from the HSA), please refer to your HSA trust or custodial agreement and other documentation associated with your HSA and provided to you by your HSA trustee/custodian. You may also want to review IRS Publication 969 ("Health Savings Accounts and Other Tax-Favored Health Plans").

NOTE: THE FOLLOWING RESOLUTION IS INTENDED AS A SAMPLE RESOLUTION OF ADOPTION FOR THE PLAN SPONSOR'S BUSINESS RECORDS. THE PLAN SPONSOR IS FREE TO REMOVE, CHANGE OR OTHERWISE AMEND THE LANGUAGE IN THIS DOCUMENT TO SUIT ITS PARTICULAR CIRCUMSTANCES.

**RESOLUTION OF THE CITY OF FRUITLAND PARK BOARD OF DIRECTORS FOR THE ADOPTION
OF THE CITY OF FRUITLAND PARK CAFETERIA PLAN**

On this date, the City of Fruitland Park Board of Directors did meet to discuss the implementation of City of Fruitland Park Flexible Benefits Plan to be effective, 10/1/2019. Let it be known that the following resolutions were duly adopted by the City of Fruitland Park Board of Directors and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on 10/1/2019 and ending 9/30/2020.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for City of Fruitland Park's Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full Board of Directors, each of whom were in attendance on this date:

Signature/Title

Date

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

ITEM TITLE: Resolution 2019-046

For the Meeting of: October 10, 2019

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

Date Submitted: October 2, 2019

Funds Required: No

Attachments: Yes. Proposed Resolution 2019-046, Engineered Site Plan, LPG Staff Report, and BESH review correspondence.

Item Description: Proposed Resolution 2019-046 granting Site Plan approval for construction of a carwash facility located on US HWY 441/27.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended approval of the Site Plan.

Action to be Taken: Adopt Resolution 2019-046

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review:

Mayor Authorization:

RESOLUTION 2019-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A CARWASH FACILITY LOCATED ON U.S. HIGHWAY 441/27 IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property owned by Fruitland Park Holdings, LLC (Parcel Nos. 10-19-24-000300004200 and 10-19-24-000300006800) consists of 1.7 +/- acres and is zoned General Commercial C-2 (the "Property"); and

WHEREAS, the applicant has petitioned for site plan approval to construct a 3,200 square foot car wash facility which is a single tunnel automatic carwash with no detailing provided, a small office for employees only and vacuum stations; and

WHEREAS, the Planning and Zoning Board and the City Commission of the City of Fruitland Park have considered the application in accordance with the procedures for granting Site Plan Approval set forth in Chapter 160 of the City of Fruitland Park Land Development Code;

WHEREAS, the Planning and Zoning Board on September 19, 2019 recommended approval of the Site Plan;

WHEREAS, the City Commission finds that the Site Plan is in compliance with the City's land development regulations.

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

Section 1. Granting of Site Plan Approval.

Approval of the IC International Carwash Site Plan, a copy of which is attached hereto, for the real property described in **Exhibit A** attached hereto is **GRANTED** subject to the following conditions:

- The applicant must comply with the City of Fruitland Park's non-residential design standards.

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 September 2019, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

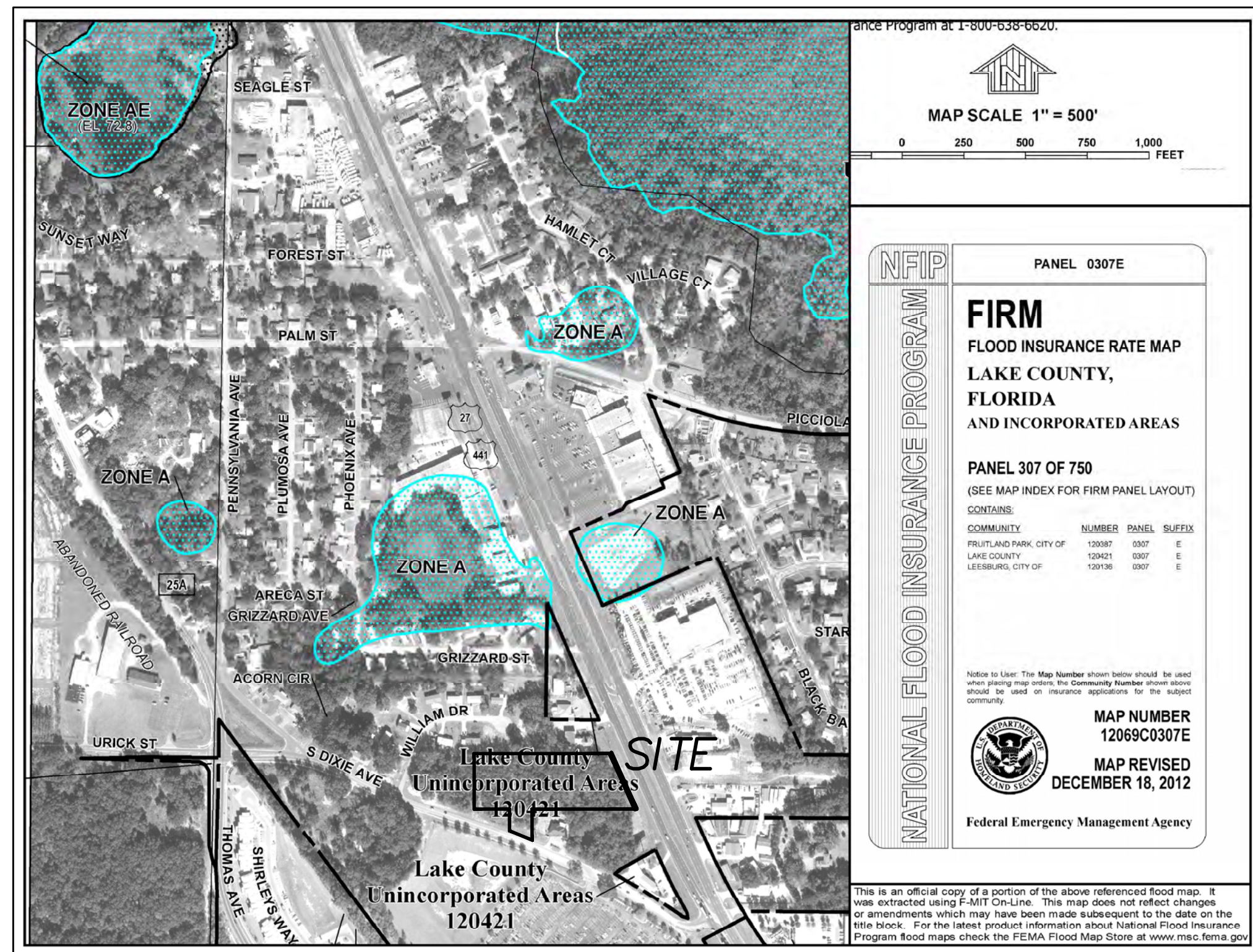
Esther B. Coulson, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

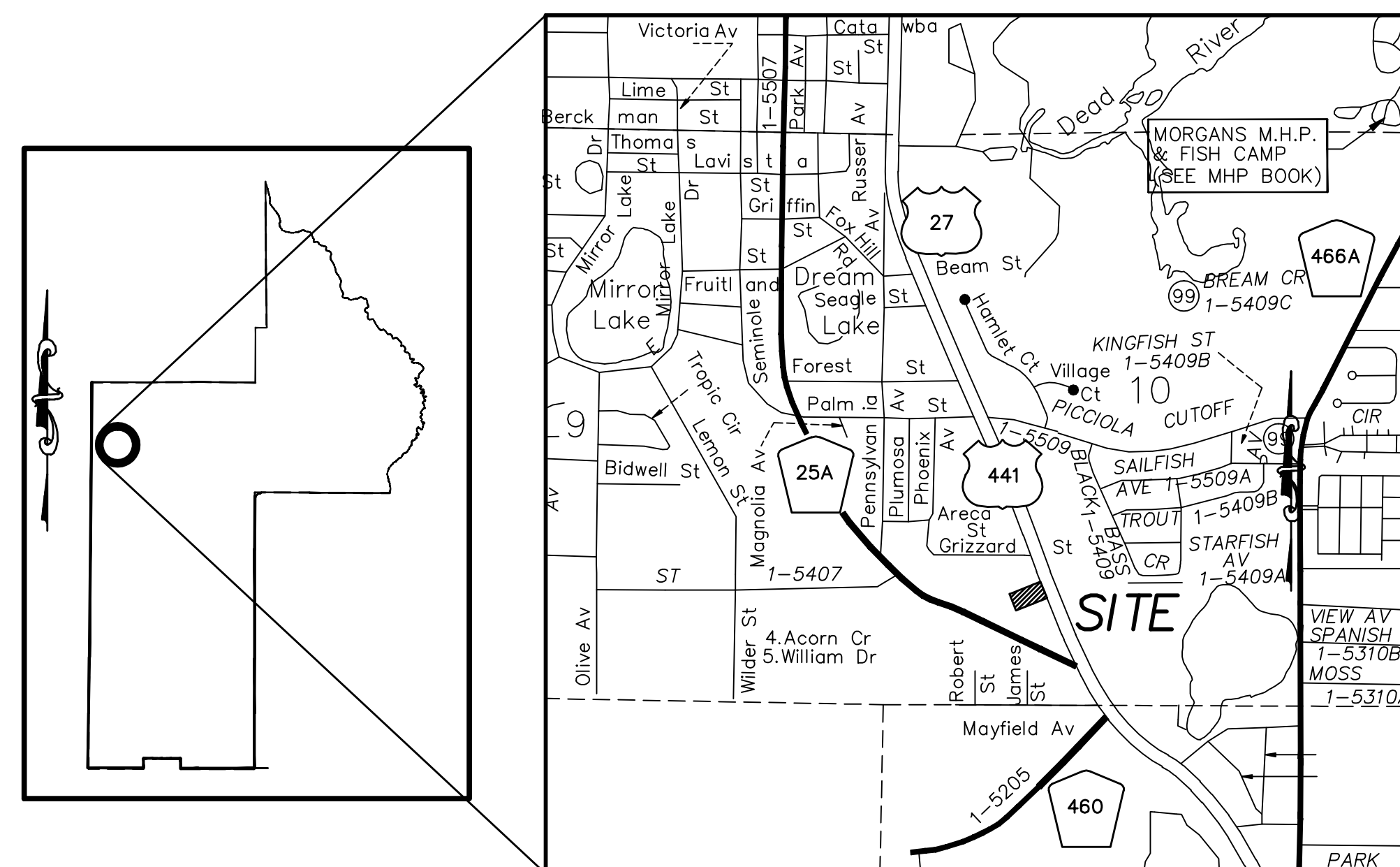
IC INTERNATIONAL CAR WASH FRUITLAND PARK, FLORIDA 34731



FEMA MAP 12069C0307E
nts



AERIAL MAP
ALTERNATE KEY #1170621
SCALE: 1"=200'



LOCATION MAP
N.T.S.

INDEX OF SHEETS

1. COVER SHEET
2. GENERAL NOTES
3. GENERAL UTILITY NOTES
4. SURVEY
5. DEMOLITION & EROSION CONTROL PLAN
6. TREE PLAN
7. SITE PLAN
8. GEOMETRY PLAN
9. GRADING & DRAINAGE PLAN
10. UTILITY PLAN
11. AUTOTURN SIMULATION (FIRE TRUCK)
12. LIFT STATION DETAIL
13. CONSTRUCTION, DRAINAGE & UTILITY DETAILS
14. UTILITY DETAILS
15. UTILITY DETAILS
16. LANDSCAPE PLAN
17. BUILDING ELEVATIONS & DESIGN STANDARDS

OWNER: FRUITLAND PARK HOLDINGS, LLC.
TEJINDER GREWALL, MANAGER
1330 SAXON BLVD.
ORANGE CITY, FL 32763
PHONE: 480-717-7100
EMAIL: TJ@TJOIL.NET

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

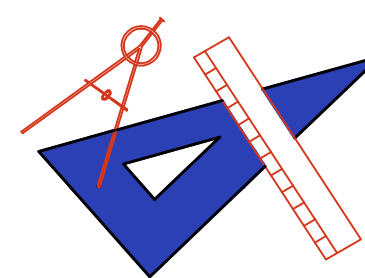
FRUITLAND PARK HOLDINGS, LLC
TEJINDER S. GREWALL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CAR WASH
COVER SHEET
US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
DATE:

Drawn:	WSR	REVISION:	DATE:
Checked:	KRW		
Date:	05-06-19		
Scale:	AS SHOWN		
File No.:	1919		

Sheet: 1 of 17



Wicks Engineering Services, Inc.

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

GENERAL NOTES

- 1. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER IN WRITING WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF HE OR SHE FAILS TO PROVIDE WRITTEN NOTIFICATION.
2. THE BOUNDARY AND TOPOGRAPHIC SURVEYS FOR THIS PROJECT WERE PERFORMED BY OTHERS AND WICKS CONSULTING SERVICES, INC. ASSUMES NO RESPONSIBILITY, IN WHOLE OR IN PART, FOR THE COMPLETENESS AND ACCURACY OF THE SURVEYS. WICKS CONSULTING SERVICES, INC. HAS RELIED UPON THE SURVEYS IN PREPARING THE CIVIL ENGINEERING DESIGN SHOWN IN THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC DATA, THE LOCATION OF EXISTING SITE FEATURES, UTILITIES AND ALL OTHER SITE CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCING WORK. DIFFERING SITE CONDITIONS SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTE NUMBER 1.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
4. ALL MATERIALS, INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH LOCAL JURISDICTIONS AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. WHERE THE SPECIFICATIONS CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
5. THE SUBSURFACE INFORMATION FOR THIS PROJECT WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. INFORMATION SHOWN, INCLUDING GROUND WATER LEVELS, REPRESENTS EXISTING CONDITIONS AT THE SPECIFIC BORING LOCATIONS AT THE TIME THE BORINGS WERE MADE. DIFFERING SITE CONDITIONS SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTE NUMBER 1.
6. THE SITE IS CLASSIFIED AS ZONE "X", PER FEMA FLOOD MAP PANEL 12069C0307E DATED DECEMBER 18, 2012
7. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY DESIGN STANDARDS"
8. ALL HANDICAP ACCESSIBLE CURB RAMPS SHALL BE CONSTRUCTED (INCLUDING THE WALKING SURFACE) IN COMPLIANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, SECTION 11 AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) INDEX 304.
9. THE CONTRACTOR SHALL COORDINATE CIVIL DRAWINGS WITH ALL TRADES, INCLUDING BUT NOT LIMITED TO MECHANICAL, ELECTRICAL, IRRIGATION, FIRE SYSTEMS. IF ANY DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY.
10. SIGNAGE AND STRIPING SHALL CONFORM TO THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD). SIGNS SHALL BE ERECTED ACCORDING TO THE REFERENCE NUMBERS DESIGNATED BY THE FDOT OR THE MUTCD.
11. ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES. ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO REQUIRED INSPECTIONS.
12. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL SHALL BE REPORTED TO ENGINEER/OWNER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY ENGINEER/OWNER.
13. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR ENGINEERING AND AGENCY APPROVAL PRIOR TO PROCUREMENT OF MATERIALS.
14. CONTRACTOR TO SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER AND ENGINEER FOR ACCEPTANCE AND CERTIFICATIONS.
15. ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE OWNER, ENGINEER & SURVEYOR WITHOUT DELAY. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA LICENSED LAND SURVEYOR AT CONTRACTOR'S EXPENSE.
16. ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACKFILLED WITH SELECT BACKFILL MATERIAL. ALL SELECT BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE LOCAL JURISDICTION.
17. REFER TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX FOR CONSTRUCTION OF SITE ITEMS.
18. CONTRACTOR SHALL MEET ALL LOCAL STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC (NOT) PLANS & SIGNAGE THAT WILL BE REQUIRED FOR THIS PROJECT AND SHALL BE INCLUDED IN THE BID FOR THIS PROJECT.
19. ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION PERIOD.
20. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL PROVIDE FOR THE LAYOUT OF ALL OF THE WORK TO BE CONSTRUCTED. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
21. ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND ENGINEER. CONTRACTOR TO SUBMIT TESTING FIRM TO OWNER FOR APPROVAL PRIOR TO COMMENCING TESTING. TESTING OF SUB GRADE, BASE, AND ASPHALT FOR THICKNESS AND DENSITY SHALL BE PERFORMED AT NO MORE THAN 200' INTERVALS.
22. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
23. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE SPECIAL CARE AND PROVIDE ADEQUATE PROTECTION IN ORDER TO MINIMIZE DAMAGE TO VEGETATION, SURFACED AREAS, AND STRUCTURES WITHIN RIGHT-OF-WAY, EASEMENTS AND ON CONSTRUCTION SITE, AND TAKE FULL RESPONSIBILITY FOR THE REPLACEMENT OR REPAIR THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL MAKE GOOD ALL DAMAGE TO PAVEMENT, BUILDINGS, TELEPHONE OR OTHER CABLES, SANITARY PIPES, OR OTHER STRUCTURES BEYOND THE LIMITS OF THIS PROJECT WHICH MAY BE ENCOUNTERED, WHETHER OR NOT SHOWN ON THE DRAWINGS.
24. TEMPORARY FACILITIES: THE CONTRACTOR SHALL FURNISH WATER AND ELECTRIC POWER AS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL TEMPORARY CONNECTIONS AND FOR REMOVING SAME AFTER CONSTRUCTION HAS BEEN COMPLETED. THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND ENCLOSURES FOR THE USE OF ALL WORKMAN, AT A LOCATION ON THE PROJECT WHICH SHALL BE APPROVED BY THE JURISDICTION. SUCH FACILITIES SHALL COMPLY WITH ALL LOCAL CODES AND SHALL BE MAINTAINED IN SANITARY CONDITION AT ALL TIMES. NO WORK SHALL BE STARTED UNTIL THESE FACILITIES ARE ON THE JOB SITE.

GENERAL NOTES (CONT)

- 25. MAINTENANCE OF TRAFFIC: THE CONTRACTOR SHALL BE RESPONSIBLE, DURING THE COURSE OF CONSTRUCTION FOR PROPER MAINTENANCE, CONTROL, AND DETOUR OF TRAFFIC IN THE AREA OF CONSTRUCTION. ALL TRAFFIC CONTROL AND MAINTENANCE PROCEDURES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION INDEX #600 AND LAKE COUNTY, FLORIDA, WITHIN THEIR RESPECTIVE AREAS OF JURISDICTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AS BIDDER, PRIOR TO SUBMITTING HIS BID, TO DETERMINE THE REQUIREMENTS OF THESE AGENCIES SO THAT HIS PROPOSAL REFLECTS ALL COSTS TO BE INCURRED. NO CLAIMS FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED FOR COSTS INCURRED DUE TO THE PROPER MAINTENANCE, CONTROL, DETOUR, AND PROTECTION OF TRAFFIC.
26. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL FOR THE AFFECTED WORK.
27. ALL AREAS WITHIN RIGHT-OF-WAY SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE RAKED CLEAN OF ALL LIMEROCK AND ROCKS AND SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER.

DEMOLITION AND EARTHWORK NOTES

- 1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
2. ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PAVEMENT REPAIRS AND/OR RESURFACING AT ALL EXISTING ROADS WHICH ARE SAW-CUT OR DAMAGED DURING CONSTRUCTION.
4. ANY ENCOUNTERED CONTAMINATED MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL STATE, AND LOCAL REGULATIONS. (REFER TO TREE PROTECTION REQ.)
5. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR FIELD VERIFICATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY TO ENSURE THE INTEGRITY OF THE SYSTEM.
6. PRIOR TO DEMOLISHING UTILITY LINES, CONTRACTOR SHALL VERIFY FLOW DIRECTIONS FROM EXISTING BUILDINGS WHICH ARE TO REMAIN. IF DEMOLITION WILL CUT OFF THESE FACILITIES, THE ENGINEER, ARCHITECT, OWNER (AND/OR OWNERS REPRESENTATIVE) SHALL BE CONTACTED IMMEDIATELY.
EARTHWORK
7. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
8. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.
10. WHEN CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE JURISDICTION AND THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL.
11. THE FIRE DEPARTMENT WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS ARE MET:
A. AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURNING PROCESS.
B. THE BURN PIT IS AT LEAST 300 FEET AWAY FROM ANY STRUCTURE.
C. THE BURN PIT IS AT LEAST 100 FEET AWAY FROM THE ROAD.
12. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FILL MATERIALS.
13. ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE.

EROSION & SEDIMENT CONTROL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR: (NPDES) PERMITTING:
A. PREPARING AND SUBMITTING FDEP NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) APPLICATIONS AND FORMS.
B. FDEP NOTICE OF INTENT APPLICATION FEE.
C. PREPARING THE FDEP STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
2. PRIOR TO EARTH WORK OR CONSTRUCTION, THE CONTRACTOR SHALL POST A COPY OF THE COMPLETED FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AT THE SITE.
3. THE CONTRACTOR SHALL OBTAIN COPIES OF THE APPROPRIATE WATER MANAGEMENT DISTRICT PERMITS PRIOR TO COMMENCING WORK FOR THIS PROJECT AND HAVE POSTED AT CONSTRUCTION SITE.
4. SILT SCREENS AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION AT ALL LOCATIONS SHOWN UNTIL CONSTRUCTION IS COMPLETE, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
5. THE EROSION CONTROL MEASURES SHOWN HEREON ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED TO MAINTAIN SITE EROSION SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.

EROSION & SEDIMENT CONTROL NOTES (CONT)

- 6. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE LOCAL WATER MANAGEMENT DISTRICT, AND FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION STANDARDS, FOOT INDEX #102 AND BEST MANAGEMENT PRACTICES. HAY BALES ARE NOT ACCEPTABLE. COCONUT FIBER MATERIALS ARE ACCEPTED.
7. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION.
8. ALL PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
9. PRIOR TO INITIATING CONSTRUCTION OF PLANNED IMPROVEMENTS, ALL WRA'S WILL BE EXCAVATED AND ROUGH GRADED TO PROVIDE SEDIMENT AND RUNOFF CONTROL DURING CONSTRUCTION.
10. ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE.
11. AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE TREATED. TEMPORARY SLOPE DRAIN PROTECTION WILL BE PROVIDED PER FDOT ROAD DESIGN STANDARD INDEX NO. 100.
12. OFF SITE DISCHARGE OF UNTREATED STORMWATER WILL BE PREVENTED USING TEMPORARY BERMS AND DIKES WHERE NEEDED.
13. INSPECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NPDES PERMIT BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES AND MAINTENANCE SHALL BE PERFORMED WITHOUT DELAY.
14. ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
15. EROSION AND SEDIMENT MATERIALS FROM THIS PROJECT SHALL BE CONTAINED ON-SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS.

STORMWATER AND GRADING NOTES

- 1. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED OR LINED WITH APPROVED REINFORCED EARTH MATTING. APPROVED RIP RAP PER FDOT INDEX #100 MUST BE PLACED AS NECESSARY TO CONTROL EROSION.
2. BENCHMARK LOCATIONS AND ELEVATIONS ARE AS REPRESENTED BY THE SURVEYOR AT THE TIME OF THE SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
3. SPOT ELEVATIONS SHOWN FOR INLETS AND MANHOLES ARE AT TOP OF RIM.
4. ALL GRADING AND SITE PREPARATION SHALL CONFORM TO THE LOCAL JURISDICTION'S CODE.
5. ALL OPEN AREAS WITHIN LIMITS OF CONSTRUCTION AND CONSTRUCTION EASEMENTS SHALL BE SODDED WITH BAHIA SOD BY CONTRACTOR UNLESS OTHERWISE NOTED ON PLANS.
6. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED WITH 4' OF FILTER FABRIC CENTERED ON EACH JOINT.
7. CONTRACTOR SHALL DEWATER WHERE REQUIRED TO MEET TECHNICAL REQUIREMENTS.
8. ALL CONCRETE STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE CLASS III, EXCEPT WHERE OTHERWISE NOTED ON THE PLANS OR REQUIRED BY JURISDICTION. HDPE STORM PIPE SHALL BE APPROVED BY JURISDICTION AND ENGINEER AND SHALL MEET ASTM-477. PVC STORM PIPE SHALL BE ADS OR APPROVED EQUAL.
9. GEOTECHNICAL SERVICES HAVE BEEN PROVIDED AS REFERENCED BELOW. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF WICKS CONSULTING SERVICES, INC. AND HAS RELIED ON THE BELOW REFERENCED GEOTECHNICAL REPORT'S IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER, WICKS CONSULTING SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS OR ACCURACY OF GEOTECHNICAL INFORMATION.
10. GEOTECHNICAL REPORT PREPARED BY: ANDREYEV ENGINEERING, INC. REPORT #:GPGT-17-132; REPORT DATE: NOVEMBER 29, 2017
11. ALL OFF-SITE DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION, OR BETTER.
12. ALL STORM STRUCTURES SHALL CONFORM WITH FDOT STANDARD INDEX DRAWINGS AND SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE STEEL UNLESS OTHERWISE SPECIFIED OR APPROVED.
13. EXISTING TOPOGRAPHY BASED ON DRAWING PREPARED BY: SURVEYOR: ALTAMAX SURVEYING DRAWING DATED: FEBRUARY 03, 2017 PROJECT NUMBER: 901692
14. ALL STORMWATER STRUCTURES SHALL HAVE CEMENT BENCHING FROM THE BOTTOM OF THE STRUCTURE TO THE LOWEST PIPE INVERT AND SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE UNLESS OTHERWISE NOTED.
15. ALL DISTURBED AREAS ON-SITE SHALL BE SODDED WITH SOD OF LIKE TYPE AND QUALITY TO MATCH EXISTING. ALL DISTURBED AREAS OFF-SITE SHALL BE SODDED WITH ARGENTINA BAHIA. ALL SOD SHALL BE NON-MUCK FARM GROWN.

ROUTINE MAINTENANCE --- STORMWATER

- 1. AFTER COMPLETION OF CONSTRUCTION, WRA'S WILL BE MOWED AND MAINTAINED AS PART OF THE NORMAL LAWN AND OPEN SPACE MAINTENANCE.
2. TRASH AND DEBRIS THAT ACCUMULATES WITHIN THE WRA'S, SWALES, PIPES, AND INLETS WILL BE MANUALLY COLLECTED AND DISPOSED OF WITH OTHER NORMAL SOLID WASTE.
3. ANY EROSION, LOSS OF GRASS, ETC., WILL BE REPAIRED OR REPLACED ROUTINELY AND AS NEEDED.
4. PIPES, INLETS, FLUMES, AND OTHER CONTROL DEVICES WILL BE INSPECTED ANNUALLY AND REPAIRS MADE AS NEEDED.
5. BEST MANAGEMENT PRACTICES SHALL BE USED TO ASSURE EROSION AND SEDIMENT IS CONTROLLED. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION.

TREE PROTECTION REQUIREMENTS

- 1. PROTECT DESIGNATED EXISTING TREES AGAINST:
--UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
--SKINNING AND BRUISING OF BARK
--SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
--EXCESS FOOT OR VEHICULAR TRAFFIC
--PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY TREE PROTECTION FENCING AS SHOWN ON THE DETAIL SHEETS. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING, ALL FENCING SHOULD BE A MINIMUM OF 10' CLEAR DISTANCE FROM THE FACE OF ANY TREES AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. ON TREES LARGER THAN 20" DBH, BARRICADES SHALL BE NO CLOSER THAN 15' FROM FACE OF TREE. WHEN PAVING, EXCAVATION OR HARDCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. WHEN NECESSARY TO CUT ROOT OVER 1-1/2" DIAMETER OF TREES TO REMAIN, CUT MUST BE A CLEAN CUT. COAT CUT FACES OF ROOTS WITH AN EMULSIFIED ASPHALT OR OTHER ACCEPTABLE COATING FORMULATED FOR USE ON DAMAGED PLANT TISSUE. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
5. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE.
6. INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE BY A QUALIFIED TREE SURGEON.
7. REPAIR OR REPLACE TREES INDICATED TO REMAIN, WHICH ARE DAMAGED IN THE CONSTRUCTION OPERATIONS, IN A MANNER ACCEPTABLE TO THE OWNER. EMPLOY A QUALIFIED TREE SURGEON TO REPAIR MAJOR DAMAGES TO TREES AND SHRUBS, PROMPTLY, TO PREVENT PROGRESSIVE DETERIORATION'S CAUSED BY THE DAMAGE.
8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF TREES DAMAGED BEYOND REPAIR WITH 3 TREES OF SIMILAR QUANTITY AND SPECIES, SIZED TO MATCH THE LARGEST TREES OF THAT SPECIES BEING PLANTED AS PER THE LANDSCAPE PLANS. IF TREES ARE HARMED THROUGH LACK OF PROTECTION OR THROUGH NEGLIGENCE ON THE PART OF THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE BURDEN OF THE COST OF REPAIR OR REPLACEMENT.

RECORD DRAWINGS

- 1. THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH RECORD SURVEYS OF THE INSTALLED WATER, RECLAIM, WASTEWATER AND STORMWATER SYSTEMS. REQUIREMENTS ARE AS FOLLOWS:
a. PERFORMED BY A FLORIDA REGISTERED LAND SURVEYOR.
b. SIX SIGNED AND SEALED RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD.
c. ELECTRONIC FORMATS OF THE RECORD DRAWINGS SHALL BE IN AUTOCAD 2000 OR HIGHER. A COPY OF THE ELECTRONIC FILES SHALL BE PROVIDED TO THE ENGINEER OF RECORD. IT IS PREFERRED TO USE THE APPROVED PLANS WITH STRIKE THROUGH CORRECTIONS.
2. REQUIRED RECORD DRAWING DATA:
a. WATER, FORCEMAIN & RECLAIMED WATER LINE LOCATIONS, SIZE AND MATERIALS.
b. LOCATION OF WATER, FORCEMAIN, RECLAIMED WATER & SEWER VALVES AND APPURTENANCES
c. MANHOLE TOP AND INVERT ELEVATIONS
d. DEPICT POTABLE WATER LINE CROSSING AND PROVIDE ACTUAL SEPARATION DISTANCES
e. SAMPLE POINT LOCATIONS IN ACCORDANCE WITH THE FDEP PERMIT.
f. GRAVITY STORM AND SEWER LOCATIONS, INVERTS, PIPE SIZE AND MATERIALS.
g. PHOTOS OF ALL UTILITIES CROSSING AND WATER MAINS SHALL BE TAKEN AT THE TIME OF CONSTRUCTION PRIOR TO BACKFILLING.
h. ALL STORMWATER MANAGEMENT AREAS SHALL BE DETAILED WITH CROSS SECTIONS AND/OR CONTOURS PROVING FINISH GRADE ELEVATIONS.
i. ALL OUTFALL STRUCTURES SHALL BE VERIFIED WITH SPECIFIC DESIGN ELEVATIONS AS SHOWN ON THE PLANS. (I.e. TOPS, WEIRS, ORIFICE AND SKIMMERS SHOULD ALL BE VERIFIED.
j. FINISHED GRADES AT HIGH POINTS AND GRADE BREAKS IN PAVEMENT CENTERLINE AND EDGE OF PAVEMENT AT 100' INTERVALS, LOT GRADES, BUILDING PADS OR FINISH FLOOR ELEVATIONS.

STANDARD ABBREVIATIONS

Table with 4 columns: Abbreviation, Description, Abbreviation, Description. Includes ARV (AIR RELEASE VALVE), BFF (BACKFLOW PREVENTER), BOC (BACK OF CURB), BTM (BOTTOM), BV (BALL VALVE), CL (CENTER LINE), CMP (CORRUGATED METAL PIPE), CO (CLEANOUT), CONC (CONCRETE), DCDVA (DOUBLE CHECK DETECTOR VALVE ASSEMBLY), DIP (DUCTILE IRON PIPE), DHWL (DESIGN HIGH WATER LEVEL), EL (ELEVATION), EOP (EDGE OF PAVEMENT), ERCP (ELLIPTICAL REINFORCED CONCRETE PIPE), FDC (FIRE DEPARTMENT CONNECTION), FFE (FINISHED FLOOR ELEVATION), FH (FIRE HYDRANT), FM (FORCE MAIN), GV (GATE VALVE), HDPE (HIGH DENSITY POLYETHYLENE), DCCA (DOUBLE DETECTOR CHECK ASSEMBLY), HP (HIGH POINT), HR (HANDICAPPED RAMP), INV (INVERT), LF (LINEAR FEET), LP (LOW POINT), LS (LIFT STATION), MES (MITERED END SECTION), MH (MANHOLE), NWL (NORMAL WATER LEVEL), PIV (POST INDICATOR VALVE), PL (PROPERTY LINE), PV (PLUG VALVE), PVC (POLYVINYL CHLORIDE PIPE), RCP (REINFORCED CONCRETE PIPE), RWM (RECLAIMED/REUSE WATER MAIN), R/W (RIGHT OF WAY), SAN (SANITARY), SHWT (SEASONAL HIGH WATER TABLE), SP (SAMPLE POINT), TOB (TOP OF BANK), TOS (TOE OF SLOPE), TYP (TYPICAL), WM (WATER MAIN), RPZ (REDUCED PRESSURE ZONE BACKFLOW DEVICE)

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FRUITLAND PARK HOLDINGS, LLC TEANIDER S. GREENWALL 1330 SAXON BOULEVARD ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH GENERAL NOTES US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274 DATE:

Drawn: WSR Checked: KRW Date: 05-06-19 Scale: AS SHOWN File No.: 19119 Revision: DATE: Sheet: 2 of 17

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FDEP SEPARATION REQUIREMENTS

under 62-555.314 Effective 8-28-2003

HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION	
		WATER ABOVE	WATER BELOW
STORM SEWER	3FT MIN	12" PREF, 6" MIN	12" MIN
STORM FORCE MAIN	3FT MIN	12" MIN	12" MIN
RECLAIMED WATER (REQ'D UNDER 62-610)	3FT MIN	12" MIN	12" MIN
RECLAIMED WATER (NOT UNDER 62-610)	10FT PREF, 6FT MIN	12" MIN	12" MIN
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12" PREF, 6" MIN	12" MIN
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN*	12" PREF, 6" MIN	12" MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12" MIN	12" MIN
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN (NO ALTERNATIVES)		

- * 3FT MINIMUM IF BOTTOM OF WATER MAIN IS 6" ABOVE THE GRAVITY SEWER MAIN
- THESE TABLES ARE NOT COMPREHENSIVE AND ARE NOT A SUBSTITUTE FOR THE TEXT IN 62-555.314. (SEE TEXT BELOW)
- THIS TABLE WAS CREATED BY A PRIVATE INDIVIDUAL AND IS NOT AN OFFICIAL FDEP TABLE.
- ALL DISTANCES ARE MEASURED OUTSIDE TO OUTSIDE.
- IT IS PREFERABLE TO LAY THE WATER PIPE ABOVE THE HAZARD PIPE.
- WATER MAINS CANNOT COME INTO CONTACT WITH ANY HAZARD STRUCTURES WITHOUT PRIOR APPROVAL BY FDEP.
- EXCEPTIONS ARE ONLY ALLOWED ON A CASE-BY-CASE BASIS WITH JUSTIFICATION TO FDEP BEFORE INSTALLATION.

"AT CROSSINGS, CENTER WATER PIPE ON CROSSING OR MAINTAIN THE FOLLOWING JOINT SPACING:"

HAZARD	ALTERNATIVE JOINT SPACING
STORM SEWER	3FT MIN
STORM FORCE MAIN	3FT MIN
RECLAIMED WATER (REQ'D UNDER 62-610)	3FT MIN
RECLAIMED WATER (NOT UNDER 62-610)	6FT MIN
VACUUM SANITARY SEWER	3FT MIN
GRAVITY SANITARY SEWER	6FT MIN
SANITARY SEWER FORCE MAIN	6FT MIN
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	N/A

62-555.314 LOCATION OF PUBLIC WATER SYSTEM MAINS TEXT.

FOR THE PURPOSE OF THIS SECTION, THE PHRASE WATER MAINS SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE. WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE TO COMPLY WITH THIS REQUIREMENT (I.E., WHERE THERE IS A CONFLICT IN THE ROUTING OF A WATER MAIN AND A STORM SEWER AND WHERE ALTERNATIVE ROUTING OF THE WATER MAIN OR THE STORM SEWER IS NOT TECHNICALLY FEASIBLE OR IS NOT ECONOMICALLY SENSIBLE), THE DEPARTMENT SHALL ALLOW EXCEPTIONS TO THIS REQUIREMENT (I.E., THE DEPARTMENT SHALL ALLOW CONSTRUCTION OF CONFLICT MANHOLES), BUT SUPPLIERS OF WATER OR PERSONS PROPOSING TO CONSTRUCT CONFLICT MANHOLES MUST FIRST OBTAIN A SPECIFIC PERMIT FROM THE DEPARTMENT IN ACCORDANCE WITH PART V OF THIS CHAPTER AND MUST PROVIDE IN THE PRELIMINARY DESIGN REPORT OR DRAWINGS, SPECIFICATIONS, AND DESIGN DATA ACCOMPANYING THEIR PERMIT APPLICATION THE FOLLOWING INFORMATION:

1. TECHNICAL OR ECONOMIC JUSTIFICATION FOR EACH CONFLICT MANHOLE.
2. A STATEMENT IDENTIFYING THE PARTY RESPONSIBLE FOR MAINTAINING EACH CONFLICT MANHOLE.
3. ASSURANCE OF COMPLIANCE WITH THE DESIGN AND CONSTRUCTION REQUIREMENTS IN SUB-SUBPARAGRAPHS A. THROUGH D. BELOW.

- A. EACH WATER MAIN PASSING THROUGH A CONFLICT MANHOLE SHALL HAVE A FLEXIBLE, WATERTIGHT JOINT ON EACH SIDE OF THE MANHOLE TO ACCOMMODATE DIFFERENTIAL SETTLING BETWEEN THE MAIN AND THE MANHOLE.
- B. WITHIN EACH CONFLICT MANHOLE, THE WATER MAIN PASSING THROUGH THE MANHOLE SHALL BE INSTALLED IN A WATERTIGHT CASING PIPE HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE).
- C. EACH CONFLICT MANHOLE SHALL HAVE AN ACCESS OPENING, AND SHALL BE SIZED, TO ALLOW FOR EASY CLEANING OF THE MANHOLE.
- D. GRATINGS SHALL BE INSTALLED AT ALL STORM SEWER INLETS UPSTREAM OF EACH CONFLICT MANHOLE TO PREVENT LARGE OBJECTS FROM ENTERING THE MANHOLE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.005, F.A.C. (UPDATED 6-15-04)

UTILITY NOTES

1. SHOULD ANY DISCREPANCIES BE DISCOVERED THAT WOULD PREVENT CONSTRUCTION OF NEW IMPROVEMENTS AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 48 HOURS FOR A DETERMINATION AS TO THE DISPOSITION OF THE DISCREPANCIES. NO CLAIM WILL BE ALLOWED BY THE CONTRACTOR SHOULD HE FAIL TO PROVIDE THE REQUIRED NOTIFICATION PRIOR TO CONSTRUCTION.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR FIELD VERIFICATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY TO ENSURE THE LOCATION AND INTEGRITY OF THE SYSTEM.
3. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
4. ALL PIPING TO HAVE A MINIMUM OF 3' COVER UNLESS OTHERWISE NOTED ON THE PLANS.
5. WHERE PAVEMENT IS REMOVED, THE SURFACING MATERIAL SHALL BE MECHANICAL SAW-CUT PRIOR TO TRENCH EXCAVATION, LEAVING A UNIFORM AND STRAIGHT EDGE, WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IMMEDIATELY FOLLOWING THE SPECIFIED BACKFILLING AND COMPACTION, A TEMPORARY SAND SEAL COAT SURFACE SHALL BE APPLIED TO THE CUT AREAS AND CONTINUE TO PROVIDE A SMOOTH TRAFFIC SURFACE WITH THE EXISTING ROADWAY AND SHALL BE MAINTAINED UNTIL FINAL RESTORATION.
6. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE SPECIAL CARE AND PROVIDE ADEQUATE PROTECTION IN ORDER TO MINIMIZE DAMAGE TO VEGETATION, SURFACED AREAS, AND STRUCTURES WITHIN RIGHT-OF-WAY EASEMENT ON SITE, AND TAKE FULL RESPONSIBILITY FOR THE REPLACEMENT OR REPAIR THEREOF.

WATER DISTRIBUTION

1. EXCAVATED TRENCH BOTTOM(S) SHALL BE FREE OF STICKS, ROOTS, STUMPS, STONES, BOULDERS AND ALL DEBRIS, AND SHALL BE GRADED AND SHAPED FOR CONTINUOUS BEARING OF THE BOTTOM OF THE PIPE SYSTEM WITH ALLOWANCE FOR VALVES, FITTINGS, AND COUPLINGS.
2. UNLESS OTHERWISE SHOWN ON THE PLANS, PIPE SHALL BE MANUFACTURED FROM POLYVINYL CHLORIDE RESIN CONFORMING TO ASTM DESIGNATION D 1784. THE PIPE SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL FOR POTABLE WATER PIPE. PIPE SHALL MEET THE REQUIREMENTS OF AWWA C900 (D.R. 18) STANDARD FOR POLYVINYL CHLORIDE (PVC) PRESSURE PIPE, 4 INCHES THROUGH 12 INCHES FOR WATER* AND SHALL BE FURNISHED IN CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETERS WITH RUBBER GASKETED JOINTS AS LISTED C900 STANDARD. DI PIPE SHALL CONFORM WITH AWWA C-150/C-151. POLYVINYL CHLORIDE PIPE LESS THAN 4 INCHES IN DIAMETER SHALL BE IN ACCORDANCE WITH ASTM 1785 (SCHEDULE 40, 80, 120) OR ASTM 2241 (SDR 21, PC 200). DR 14 SHALL BE USED FOR FIRE LINES AND INSTALLED IN ACCORDANCE W/ NFPA 24, 1995.
3. CONNECTIONS FOR PIPE 2" IN DIAMETER AND LARGER SHALL BE RUBBER COMPRESSION RING TYPE. PIPE SHALL BE EXTRUDED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN SDR. RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D1869, AND SUITABLE FOR THE DESIGNATED SERVICE. OTHER CONNECTIONS FOR PIPE; SOLVENT WELDED SLEEVE TYPE JOINT. FITTINGS FOR 2 INCH AND SMALLER PIPE SHALL BE P.V.C. SOLVENT WELDED JOINTS. FITTINGS FOR USE WITH P.V.C. PIPE WILL BE CAST IRON OR DUCTILE IRON WITH MECHANICAL JOINT RUBBER COMPRESSION RING TYPE JOINTS. WHERE MECHANICAL JOINT IRON FITTINGS OR DUCTILE IRON PIPE ARE TO INTERFACE WITH PVC PIPE, A TRANSITION GASKET, CLOW F-6340 OR EQUAL, SHALL BE USED. NO P.V.C. FITTINGS WILL BE ALLOWED EXCEPT ON PIPE AND FITTINGS SMALLER THAN 3 INCHES.
4. PVC PIPE CONNECTED TO HEAVY FITTINGS AND/OR RIGID STRUCTURES SHALL BE SUPPORTED SO THAT NO SUBSEQUENT RELATIVE MOVEMENT BETWEEN THE PVC PIPE AT THE JOINT AND THE RIGID STRUCTURE IS POSSIBLE.
5. RESTRAINED JOINTS SHALL BE USED AT ALL BENDS & TEES.
6. BACKFILLING OF THE TRENCH FROM THE BOTTOM UP TO TWELVE (12) INCHES OVER THE TOP OF THE PIPE SHALL BE COMPACTED IN SIX (6) INCH LAYERS USING DRY FRIABLE SOIL (MAXIMUM PARTICLE OR FRAGMENT DIMENSION 1") TO NINETY-FIVE (95) PERCENT MAXIMUM DENSITY. THE REMAINDER OF THE TRENCH SHALL BE BACKFILLED WITH EXCAVATED EARTH MATERIAL (MAXIMUM ROCK OR FRAGMENT DIMENSION 6") IN NINE (9) INCH LAYERS COMPACTED TO NINETY FIVE (95) PERCENT MAXIMUM DENSITY. NINETY-EIGHT (98) PERCENT UNDER AREAS TO BE PAVED. DENSITY DETERMINATIONS SHALL BE MADE IN ACCORDANCE WITH AASHTO SPECIFICATION T-180. MINIMUM COVER OVER THE TOP OF THE PIPE SHALL BE THIRTY-SIX (36) INCHES UNLESS OTHERWISE SHOWN. IF POSSIBLE, JOINTS SHOULD BE LEFT UNCOVERED UNTIL AFTER TESTING HAS BEEN SATISFACTORILY COMPLETED.
7. THE PIPE SYSTEM SHALL BE TESTED AND EXAMINED FOR LEAKAGE IN SECTIONS NOT EXCEEDING 1,000 FEET, AT NOT LESS THAN 150 PSI STATIC PRESSURE, IN ACCORDANCE WITH AWWA C 600 (DIP) C 605 (PVC).
8. AFTER COMPLETION OF CONSTRUCTION AND TESTING, THE WATER SYSTEM SHALL BE DISINFECTED WITH CHLORINE SOLUTION BEFORE ACCEPTANCE FOR DOMESTIC OPERATION. THE AMOUNT OF CHLORINE APPLIED SHALL BE SUFFICIENT TO PROVIDE A DOSAGE SOLUTION OF NOT LESS THAN FIFTY (50) PARTS PER MILLION. PRIOR TO INTRODUCING THE CHLORINE SOLUTION, THE LINE SHALL BE THOROUGHLY FLUSHED WITH CLEAN POTABLE WATER. CHLORINE SOLUTION SHALL BE INTRODUCED IN ACCORDANCE WITH AWWA STANDARD C-651-92 AND SHALL REMAIN IN THE SYSTEM FOR A CONTACT PERIOD OF AT LEAST TWENTY-FOUR (24) HOURS, DURING WHICH TIME EVERY VALVE IN THE SYSTEM SHALL BE OPENED AND CLOSED SEVERAL TIMES TO ASSURE CONTACT WITH EVERY SURFACE OF THE SYSTEM. AFTER COMPLETION OF THE DISINFECTION PROCEDURE, THE SYSTEM SHALL BE FLUSHED USING CHLORINATED WATER FROM THE CENTRAL WATER SUPPLY. SAMPLES SHALL BE TAKEN FROM THE NEW SYSTEM FOR TESTING BY A D.H.R.S. CERTIFIED LAB AND SUBMITTED TO THE ENGINEER FOR SUBMITTAL TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CLEARANCE BEFORE IT IS PLACED INTO ACTIVE SERVICE.
9. GATE VALVES SHALL BE MUELLER CLASS 200 RESILIENT SEATED VALVES, OR APPROVED EQUAL, WITH MECHANICAL JOINT ENDS, MANUFACTURED TO MEET OR EXCEED REQUIREMENTS OF AWWA C509, LATEST REVISION. EACH VALVE SHALL BE FITTED WITH A CAST IRON BOX AND COVER
10. FIRE HYDRANT(S) SHALL BE MUELLER STANDARD OR APPROVED EQUAL 3-WAY WITH TWO (2) 2-1/2 INCH HOSE CONNECTIONS AND ONE (1) 4-1/2 INCH PUMPER NOZZLE. MAIN BARREL VALVE SIZE SHALL BE 5-1/4 INCHES. AFTER INSTALLATION THE HYDRANT SHALL BE PAINTED IN ACCORDANCE WITH THE LOCAL FIRE DEPARTMENT REQUIREMENTS.
11. ALL WATER SERVICE LINES TWO (2) INCHES AND UNDER SHALL BE POLYETHYLENE, IDR 9 OR SDR-26 WITH A PRESSURE RATING OF 160 PSI. ASTM D-2239.
12. ALL PVC WATER MAINS SHALL BE LAID WITH METALLIC LOCATING TAPE PLACED 18" ABOVE THE CENTER OF THE WATERLINE. FOR FUTURE LOCATING PURPOSES, #14 COPPER ARMORED POLYGLASS WIRE SHALL BE TAPED TO THE TOP OF THE PIPE AND TERMINATE WITH 12" EXTENDING ABOVE THE TOP OF THE VALVE BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH THE VALVE OPERATION.

UTILITY NOTES (CONT)

13. SURVEY AS-BUILT DRAWING IS REQUIRED.
14. DEDICATED FIRE MAINS SHALL BE INSTALLED BY A STATE CERTIFIED FIRE PROTECTION CONTRACTOR PER F.S. 633.021(5)
15. AN APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE IS REQUIRED FOR THE DOMESTIC WATERLINE (A.S.S.E. 1013). IT WILL BE INSTALLED AT THE POINT OF DELIVERY FROM THE LOCAL CITY OR COUNTY WATER SYSTEM. THE INSTALLER IS RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL CITY OR COUNTY UTILITY DEPARTMENT.
16. THE IRRIGATION AND FIRE SYSTEMS ARE REQUIRED TO HAVE AN APPROVED DOUBLE CHECK VALVE ASSEMBLY (A.S.S.E. 1015). IT WILL BE INSTALLED AT THE POINT OF DELIVERY FROM THE LOCAL UTILITIES WATER SYSTEM, IN THE HORIZONTAL POSITION. THE INSTALLER IS RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL UTILITY DEPARTMENT.
17. ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE STANDARDS OF THE LOCAL JURISDICTION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY.
18. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN A COPY OF THE FDEP WATER AND SEWER PERMITS ON SITE AT ALL TIMES AND PERFORM BACTERIOLOGICAL TESTING (B.T.) AFTER DISINFECTION IN ACCORDANCE WITH THE FDEP WATER PERMITS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR CONTRACTOR TO SUBMIT A SET OF AS-BUILT WATER AND SEWER DRAWINGS TO THE ENGINEER. THE AS-BUILT WATER DRAWING WILL NEED TO BE PREPARED PER CITY OR COUNTY REQUIREMENTS. THE AS-BUILT SURVEY/ DRAWINGS WILL NEED TO BE PREPARED, SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR.
19. THE CONTRACTOR SHALL PROTECT THE EXISTING ACTIVE WATER MAIN FROM BACKFLOW CONTAMINATION DURING FILLING, FLUSHING, TESTING AND MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS DURING CONSTRUCTION. ALL PROTECTION METHODS SHALL CONFORM TO THE LOCAL UTILITY COMPANIES, FDEP, AND AWWA STANDARD SPECIFICATIONS.
20. UPON COMPLETION OF THE WATER DISTRIBUTION SYSTEM INSTALLATION, CONTRACTOR SHALL FURNISH TO THE LOCAL FIRE DISTRICT AND ENGINEER CERTIFIED FIRE FLOW DATA FOR ALL FIRE HYDRANTS WITHIN THE PROJECT.
21. ALL WATER PIPE NEW OR RELOCATED SHALL BE COLOR CODED OR DETAIL MARKED USING BLUE AS PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. RECLAIMED WATER PIPING SHALL BE PURPLE COLORED PIPE.
22. ALL WATER MAIN MATERIAL AND APPURTENANCES, PIPES, JOINTING AND PACKING MATERIAL INTERNAL COATING, AND LININGS, FITTINGS, AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CORRESPONDING AWWA STANDARDS AND BE CONFORMING TO NSF REQUIREMENTS IN COMPLIANCE WITH PARAGRAPH 62-555 FLORIDA ADMINISTRATIVE CODE.
23. ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL COMPLY WITH THE LEAD USE PROHIBITION RULE IN 62-555.322 FLORIDA ADMINISTRATIVE CODE.

GENERAL SPECIFICATION NOTES:

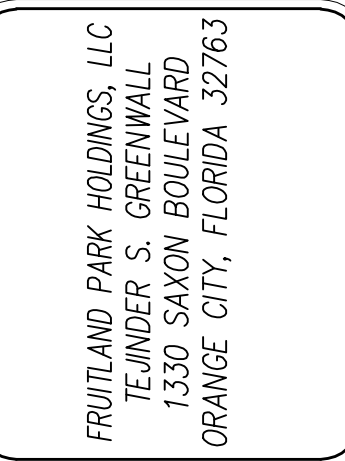
1. THE CITY/TOWN SPECIFICATIONS WILL TAKE PRECEDENCE IF THEY ARE MORE STRINGENT THAN THESE SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

FORCEMAIN NOTES

1. FORCEMAIN PIPE SHALL BE INSTALLED AND MAINTAINED AT A 3' MINIMUM DEPTH THROUGH-OUT PROJECT EXCEPT WHERE SHOWN ON PLANS AND APPROVED SPECIFICATIONS. MAINTAIN 18" BELOW WATER MAIN.
2. FORCEMAIN PIPE TO BE PVC C900, DR18 CLASS 100 AWWA.
3. EXCAVATED TRENCH BOTTOM(S) SHALL BE FREE OF STICKS, ROOTS, STUMPS, STONES, BOULDERS AND ALL DEBRIS AND SHALL BE GRADED AND SHAPED FOR CONTINUOUS BEARING OF THE BOTTOM OF THE PIPE SYSTEM WITH ALLOWANCE FOR VALVES, FITTINGS AND COUPLINGS.
4. PVC SEWER MAINS SHALL BE LAID WITH METALLIC TAPE PLACED 18" ABOVE THE CENTER OF THE FORCEMAIN WITH CONTINUOUS MARKING "CAUTION SEWAGE PRESSURE LINE" FOR FUTURE LOCATING PURPOSES. #14 COPPER ARMORED POLYGLASS WIRE SHALL BE TAPED TO THE TOP OF THE PIPE AND TERMINATE WITH 12" EXTENDING ABOVE THE TOP OF THE LIFT STATION VALVE BOX.
5. THE PIPE SYSTEM SHALL BE TESTED AND EXAMINED FOR LEAKAGE IN SECTIONS NOT EXCEEDING 1,000 FEET, AT NOT LESS THAN 150 PSI STATIC PRESSURE, IN ACCORDANCE WITH AWWA C 600 (DIP) C 605 (PVC).

ALLOWABLE LEAKAGE = L = (ND/P)/7400 DURATION 2 HOURS.

L = ALLOWABLE LEAKAGE GPM/HR
 N = # OF JOINTS IN LENGTH TESTED
 P = AVERAGE TEST PRESSURE (PSI)
 D = NOMINAL DIAMETER OF PIPE (IN)



IC INTERNATIONAL CARWASH
 GENERAL UTILITY NOTES
 US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
 DATE:

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Sheet: 3 of 17

BOUNDARY & TOPOGRAPHIC SURVEY

DESCRIPTION:

A part of Southeast 1/4 of Southwest 1/4 of Section 10, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Beginning at a point 566.5 feet South and 100 feet East of the Northwest corner of the Southeast 1/4 of Southwest 1/4 of said Section; run thence East 100 feet; thence South 200 feet to the North line of the Highway; thence Northwesterly along the North line of the Highway, a distance of 110.5 feet to a point South of the Point of Beginning; thence North 153.1 feet to the Point of Beginning.

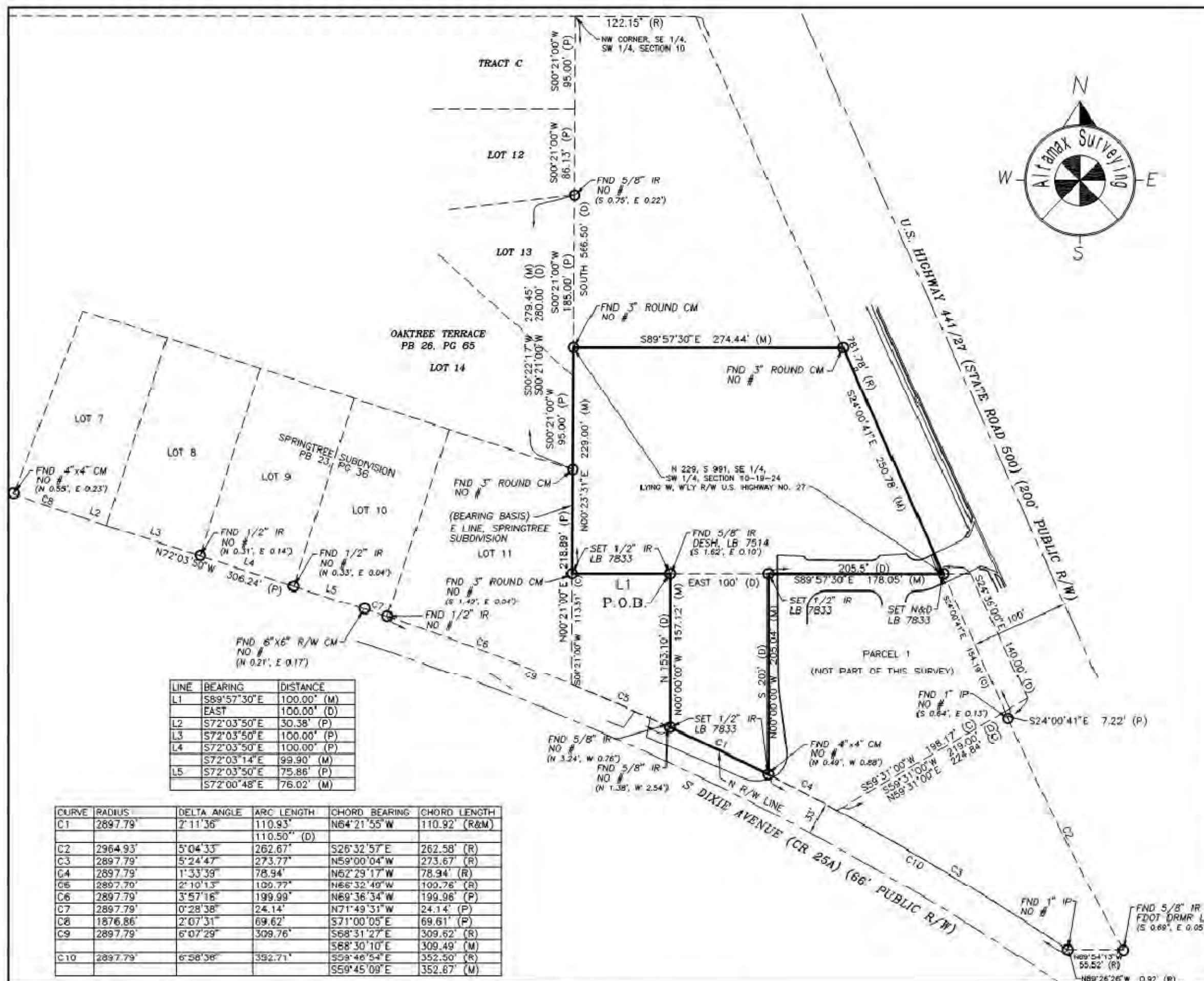
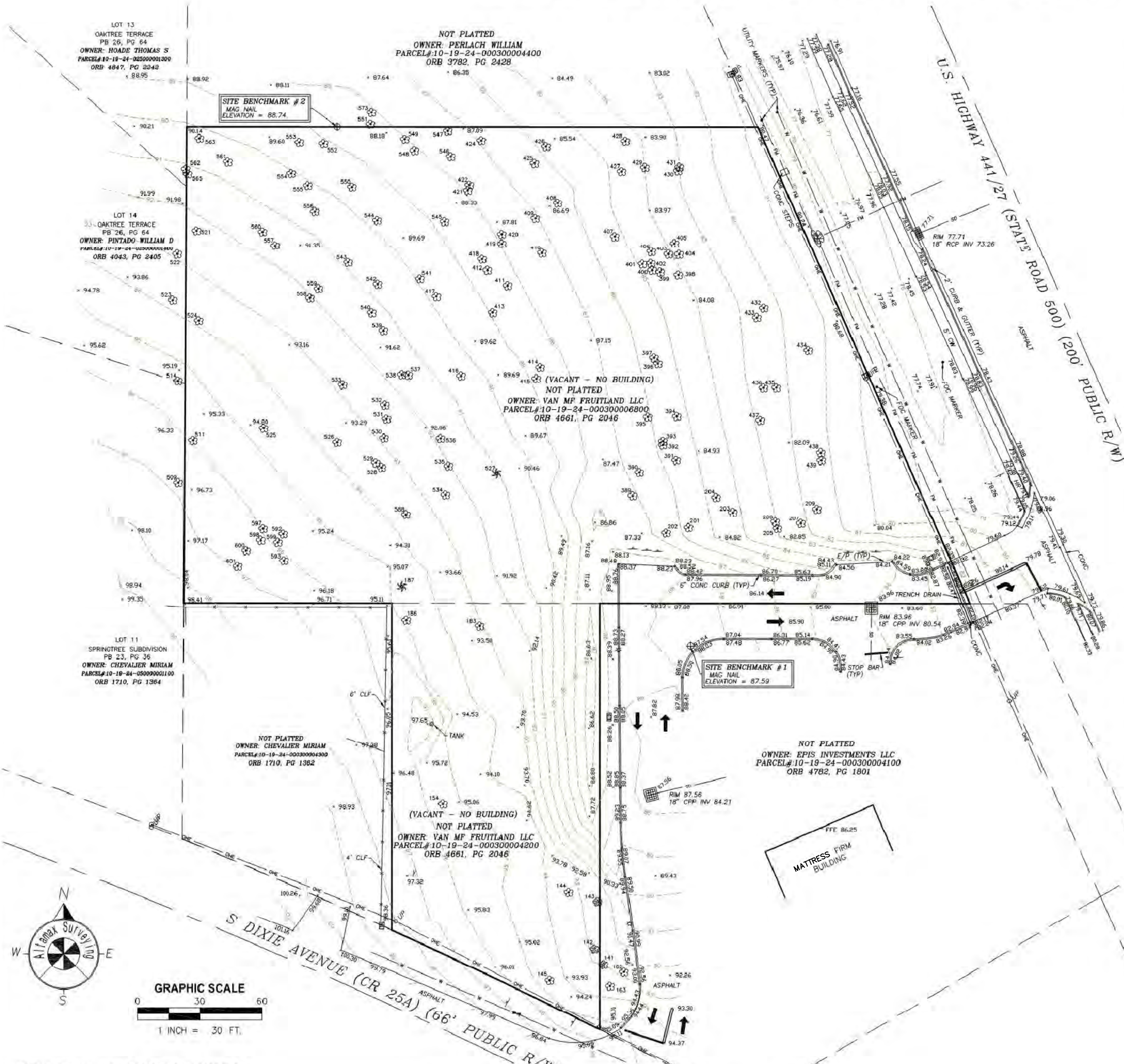
AND:

That part of the North 229 feet of the South 991 feet of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 24 East, in Lake County, Florida, lying West of the Westerly line of the right of way of U.S. Highway No. 27.



LEGEND

- AO - AIR RELEASE VALVE
- AS - AUTO SPRINKLER
- BB - BOTTOM OF BANK
- BC - BACKFLOW PREVENTER
- BLK - BLOCK
- BM - BENCHMARK
- BP - BURIED POWER CABLE
- CCM - CALCULATED & MEASURED
- CA - CENTRAL ANGLE
- CCW - CONCRETE BLOCK WALL
- CC - COVERED CONCRETE
- CCW - CONCRETE CURB
- CHW - CONCRETE HEAD WALL
- CLF - CHAIN LINK FENCE
- CL - CENTERLINE
- CM - CONCRETE MONUMENT
- CP - CORRUGATED PLASTIC PIPE
- CO - CLEAN OUT
- COV - COVERED
- CP - CONCRETE PAD
- CW - CONCRETE WALKWAY
- DBM - DEED/DESC. & MEASURED
- DE - DRAINAGE EASEMENT
- (D) - DESCRIPTION
- DI - DOT INLET
- DP - DUMPSTER PAD
- DM - DRIVEWAY
- EM - ELECTRICAL METER
- EB - ELECTRICAL BOX
- ESMT - EASEMENT
- E/P - EDGE OF PAVEMENT
- F - FLOOD INSURANCE
- FEE - FINISHED FLOOR ELEVATION
- FI - FIRE HYDRANT
- FL - FLOW LINE
- FLD - FLOOD LIGHT
- FND - FOUND
- FOC - FIBER OPTIC CABLE
- OP - FLAG POLE
- GL - GAS LINE
- GM - GAS METER
- GW - GUY WIRE ANCHOR
- HP - HANDICAP PARKING
- HR - HANDICAP RAMP
- INV - INVERT ELEVATION
- IP - IRON PIPE
- IR - IRON ROD
- JB - JUNCTION BOX
- LSA - LANDSCAPED AREA
- MS - MEASURED
- MF - METAL FENCE
- MS - METAL SHED
- MS - METERS END SECTION
- NAD - NAIL & DISK
- NOVD - NATIONAL GEODETIC
- NTP - NOT TO SCALE
- ONE - OVERHEAD ELECTRIC
- ON - ON LINE
- ORIB - OFFICIAL RECORDS BOOK
- OW - OVERHEAD WIRE
- OW - OVERHEAD WALKWAY
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PDOT - PERS. DEPARTMENT OF TRANSPORTATION R/W MAP
- (P) - PLAT
- PG - PAGE
- PI - POINT OF INTERSECTION
- PBM - PLAT & MEASURED
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PS - PARKING SPACES
- PT - POINT OF TANGENCY
- PL - PLASTIC PIPE
- R - CURVE RADIUS
- RCP - REINFORCED CONCRETE PIPE
- R/W - RIGHT OF WAY
- SA - SANITARY MANHOLE
- SL - SANITARY LINE
- SM - SIGN
- SWF - STOCK WIRE FENCE
- SE - SPOT ELEVATION
- SD - STORM DRAIN LINE
- SM - STORM MANHOLE
- T - UNDERGROUND TELEPHONE
- TI - TRENCH
- TI - TRENCH INLET
- TOB - TOP OF BANK
- TP - TRAFFIC POLE
- TS - TRAFFIC SIGN
- TR - TRANSFORMER/JUNCTION BOX
- TR - TELEPHONE RISER
- TSB - TRAFFIC SIGNAL BOX
- TV - CABLE TV RISER
- TYP - TYPICAL
- UE - UTILITY EASEMENT
- UP - UTILITY POLE
- VP - VINYL FENCE
- WL - WATER LINE
- WF - WOOD FENCE
- WLF - WETLAND FLAG
- WS - WOOD SHED
- WV - WATER VALVE
- WM - WATER METER
- W - WELDER
- (#) - EASEMENT NUMBER



OVERALL BOUNDARY SCALE: 1" = 100'

GENERAL SURVEY NOTES:

- BEARING STRUCTURE BASED ON THE MONUMENTED EAST LINE OF SPRINGTREE SUBDIVISION UNIT 1; BEING: N00°21'00"E PER PLAT BOOK 23, PAGE 36, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
- THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS SITE LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12069C0307E, CITY OF FRUITLAND PARK, FLORIDA AND HAVING AN EFFECTIVE DATE OF DECEMBER 18, 2012.
- ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
- THIS SURVEY MADE WITHOUT BENEFIT OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.
- ELEVATIONS ARE BASED ON LNET REALTIME NETWORK, UTILIZING CGO9 (CONUS), BASE STATION (FLWV), RELATIVE TO NAVD 1988.

TREE CHART

141 - 6" CYPRESS	393 - 6" OAK	416 - 8" OAK	509 - 8" OAK	541 - 6" OAK	565 - 6" OAK
142 - 12" CYPRESS	394 - 12" OAK	417 - 8" OAK	510 - 8" OAK	542 - 10" OAK	573 - 12" OAK
143 - 6" CYPRESS	395 - 12" OAK	418 - 3'-12" OAK	511 - 3'-12" OAK	543 - 15" OAK	588 - 12" OAK
144 - 28" OAK	396 - 10" OAK	419 - 15" OAK	521 - 15" OAK	544 - 20" OAK	592 - 12" OAK
145 - 32" OAK	397 - 10" OAK	420 - 12" OAK	522 - 5" OAK	545 - 10" OAK	593 - 12" OAK
154 - 18" OAK	398 - 10" OAK	421 - 6" OAK	523 - 24" OAK	546 - 6" OAK	597 - 10" OAK
162 - 8" OAK	399 - 6" OAK	422 - 6" OAK	524 - 18" OAK	547 - 3'-10" OAK	598 - 6" OAK
163 - 30" OAK	400 - 12" OAK	424 - 15" OAK	525 - 2'-10" OAK	548 - 8" OAK	599 - 6" OAK
183 - 70" OAK	401 - 6" OAK	425 - 8" OAK	526 - 12" OAK	549 - 12" OAK	600 - 24" OAK
186 - 20" OAK	402 - 10" OAK	426 - 15" OAK	527 - 12" PALM	550 - 12" OAK	601 - 15" OAK
187 - 10" PALM	403 - 12" OAK	427 - 10" OAK	528 - 12" OAK	551 - 7" OAK	
201 - 12" OAK	404 - 10" OAK	428 - 14" OAK	529 - 12" OAK	552 - 20" OAK	
202 - 10" OAK	405 - 10" OAK	429 - 14" OAK	530 - 12" OAK	553 - 24" OAK	
203 - 7" OAK	406 - 10" OAK	430 - 8" OAK	531 - 14" OAK	554 - 15" OAK	
204 - 10" OAK	407 - 2'-10" OAK	431 - 8" OAK	532 - 6" OAK	555 - 10" OAK	
205 - 10" OAK	408 - 2'-10" OAK	432 - 10" OAK	533 - 10" OAK	556 - 10" OAK	
206 - 10" OAK	409 - 2'-8" OAK	433 - 10" OAK	534 - 10" OAK	557 - 8" OAK	
207 - 12" OAK	410 - 8" OAK	434 - 8" OAK	535 - 14" OAK	558 - 8" OAK	
209 - 8" OAK	411 - 6" OAK	435 - 8" OAK	536 - 13" OAK	559 - 6" OAK	
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391 - 10" OAK	414 - 10" OAK	438 - 6" OAK	539 - 8" OAK	562 - 8" OAK	
392 - 8" OAK	415 - 18" OAK	439 - 6" OAK	540 - 6" OAK	563 - 12" OAK	

Prepared for:
JD Saran

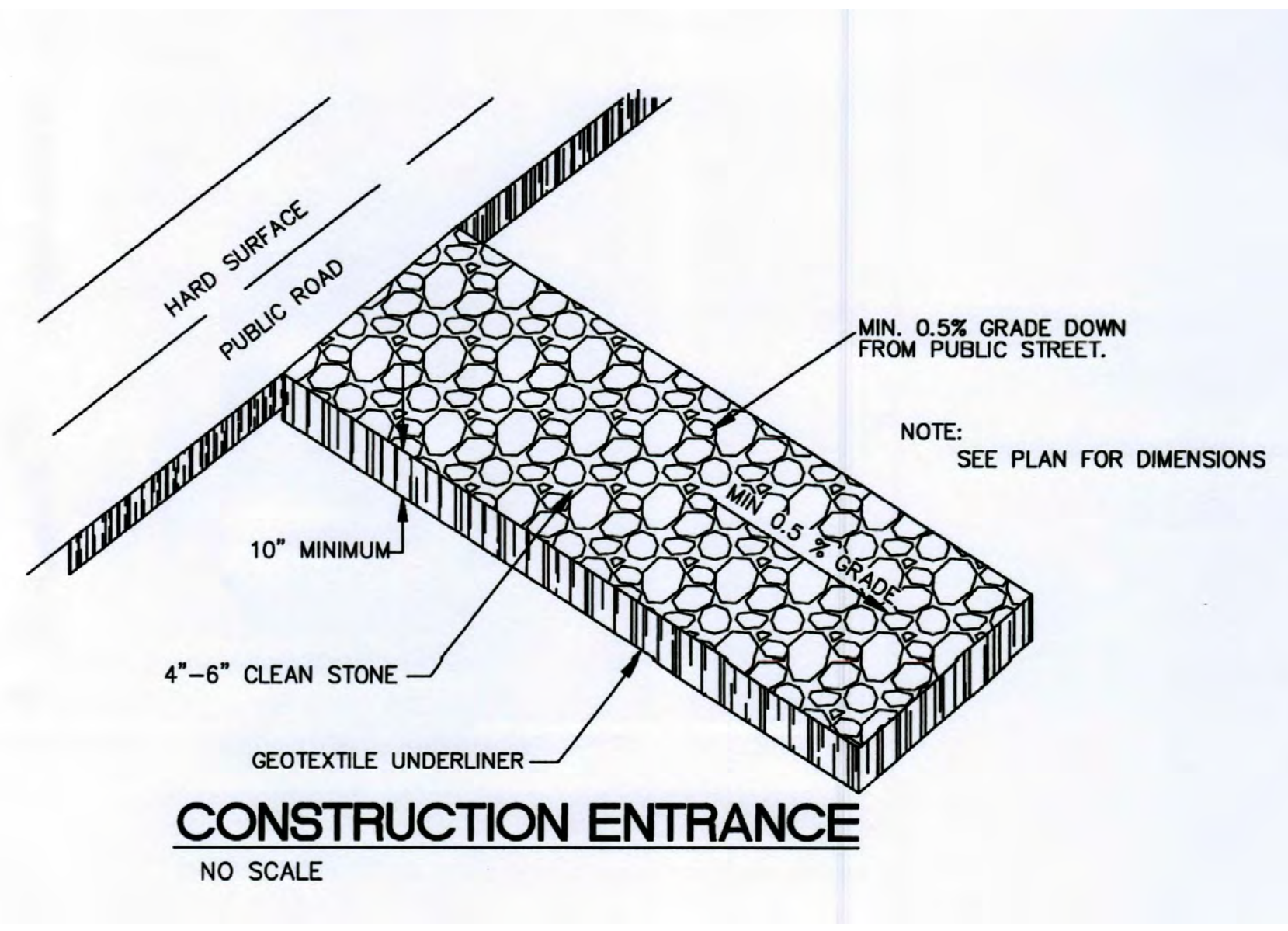
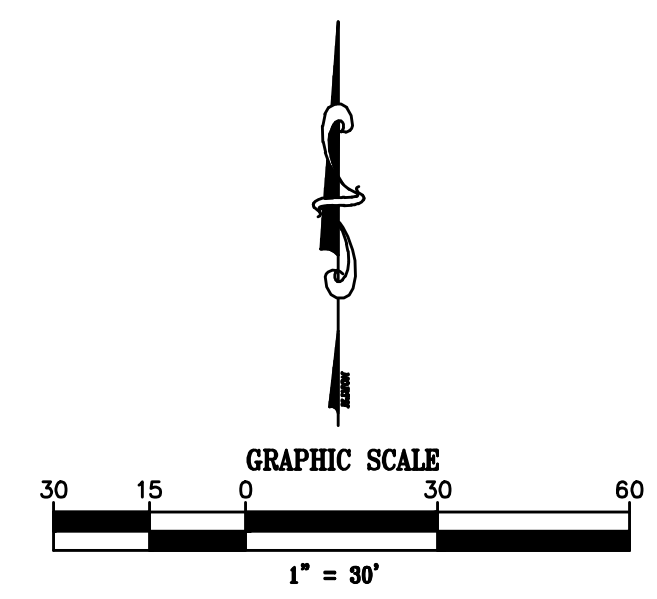
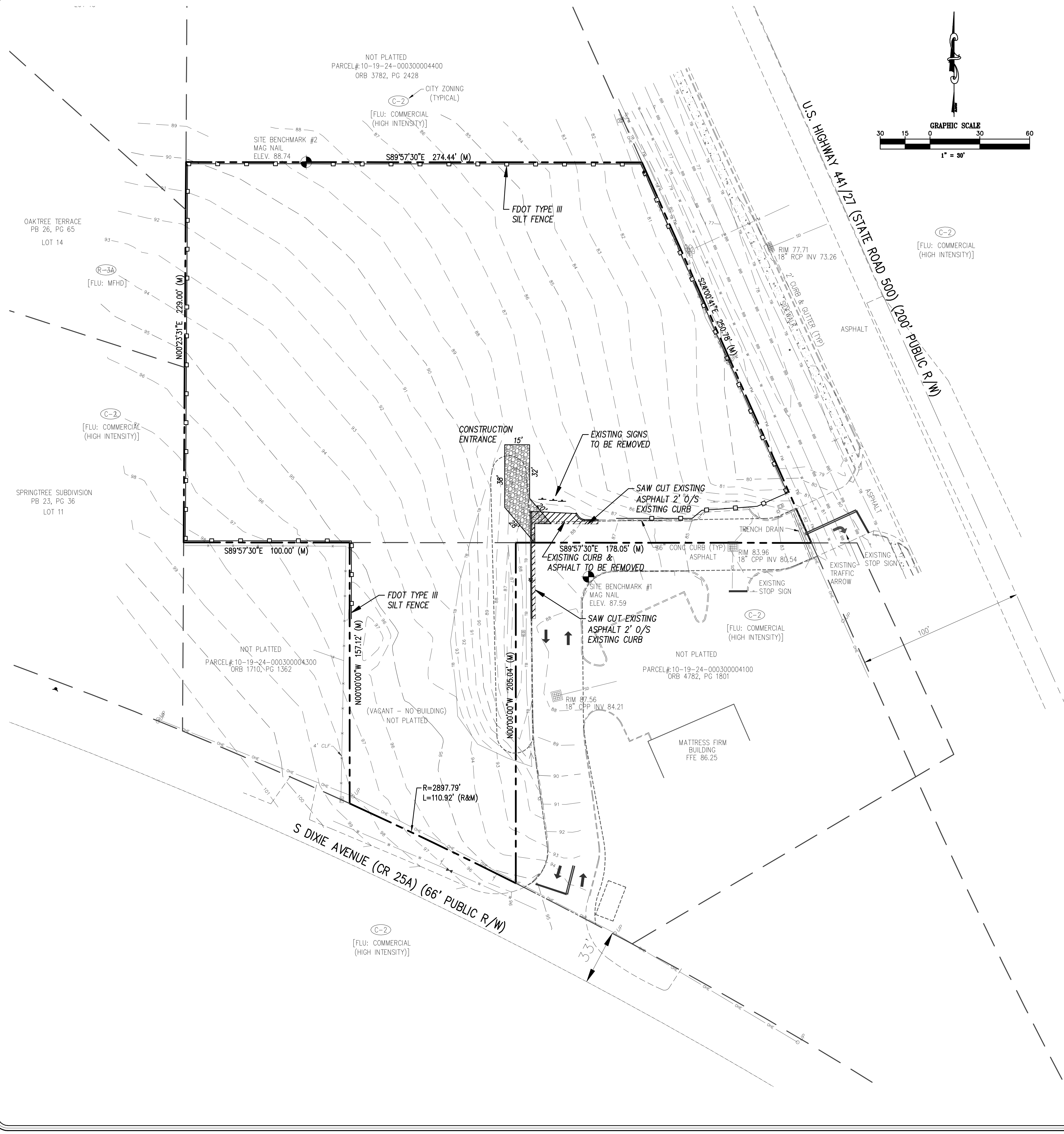


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Robert C. Johnson
Date: 2017.02.16
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Sheet 4 of 17

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EROSION CONTROL NOTES

1. SOIL EROSION AND SEDIMENT CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE CURRENT CITY/COUNTY SEDIMENT AND EROSION CONTROL ORDINANCE.
2. SEDIMENT TRAPS, SILT FENCE, AND OTHER MEASURES INTENDED TO TRAP SEDIMENT ON-SITE MUST BE CONSTRUCTED AND FUNCTIONAL BEFORE ANY GRADING OR LAND DISTURBANCE TAKES PLACE.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION MUST BE APPLIED TO DENUDED AREAS WITHIN FIFTEEN (15) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. SOIL STABILIZATION MUST ALSO BE APPLIED WITHIN FIFTEEN (15) DAYS TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN SIXTY (60) DAYS. (INCLUDES APPLICATION OF BASE MATERIAL ON AREAS TO BE PAVED.
4. THE CITY/COUNTY & APPROPRIATE STATE AGENCIES SHALL MAKE A CONTINUING REVIEW AND EVALUATION OF THE METHOD USED AND THE OVERALL EFFECTIVENESS OF THE EROSION CONTROL PROGRAM. IF AN EROSION AND SEDIMENT ON-SITE INSPECTION INDICATES THAT THE APPROVED CONTROL MEASURES ARE NOT EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION OR IF BECAUSE OF CHANGED CIRCUMSTANCES, THE APPROVED PLAN CAN NOT BE CARRIED OUT, ADDITIONAL MEASURES MAY BE REQUIRED TO BE INSTALLED.
5. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED DAILY BY THE SITE FOREMAN. ANY STRUCTURES THAT ARE DAMAGED OR INOPERATIVE WILL BE IMMEDIATELY REPAIRED OR REPLACED.

EROSION CONTROL CONSTRUCTION SEQUENCE

1. INSTALL CONSTRUCTION ENTRANCE AT INDICATED LOCATION.
2. INSTALL SILT TRAPS, SILT FENCE, AND GRAVEL OUTLET STRUCTURE AT SITES INDICATED.
3. BEGIN GRADING OPERATIONS, BRING SITE TO SUB GRADE. SEED ALL FILL SLOPES OUTSIDE PAVED AREAS.
4. INSTALL ALL UTILITIES.
5. INSTALL ALL CONCRETE AND ASPHALT AREAS.
6. INSTALL RIP RAP AT MITERED END SECTIONS
7. RESEED ANY REMAINING BARE AREAS.
8. REMOVE ALL SILT FROM EROSION CONTROL STRUCTURES. BACKFILL SILT TRAPS WITH CLEAN RIP RAP BACK TO EXISTING GROUND.
9. REMOVE ALL REMAINING EROSION CONTROL DEVICES.

ESTIMATED STARTING DATE IS WITHIN TWO (2) WEEKS AFTER RECEIVING ALL NECESSARY PERMITS FROM LOCAL AUTHORITIES.
ESTIMATED TIME OF COMPLETION IS THREE (3) MONTHS AFTER THE START OF CONSTRUCTION.

CONSTRUCTION ACTIVITIES

CONSTRUCTION ACTIVITIES WILL CONSIST OF SITE PREPARATIONS, WHICH INCLUDES CUT AND FILL AREAS FOR NEW ROADWAY, UTILITIES AND DRAINAGE FACILITIES.

GENERAL EROSION CONTROL NOTES

THE GENERAL CONTRACTOR FOR THIS PROJECT IS ADVISED TO PROVIDE A SUITABLE ON-SITE WASH DOWN AND CONCRETE DISPOSAL AREA. DISPOSAL OF CONCRETE SLURRY DIRECTLY OR INDIRECTLY INTO THE COUNTY SEPARATE STORM SEWER SYSTEM OR ONTO A COUNTY RIGHT-OF-WAY IS A VIOLATION.

CONSTRUCTION EQUIPMENT IS NOT ALLOWED ON SITE UNTIL THE HABITAT MANAGEMENT AND LANDSCAPE PERMIT IS IN HAND.



STRUCTURE
SD1 SEDIMENT CONTROL
NO SCALE

Wicks Engineering Services, Inc.
225 West Main Street, Tallahassee, Florida 32378
www.wicksengineering.com (352) 343-8667
C.A. #30062

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ORANGE CITY, FLORIDA 32763

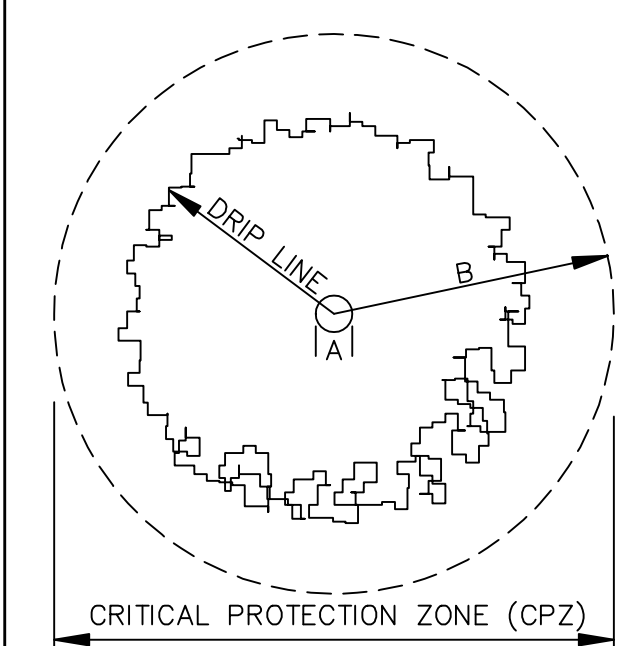
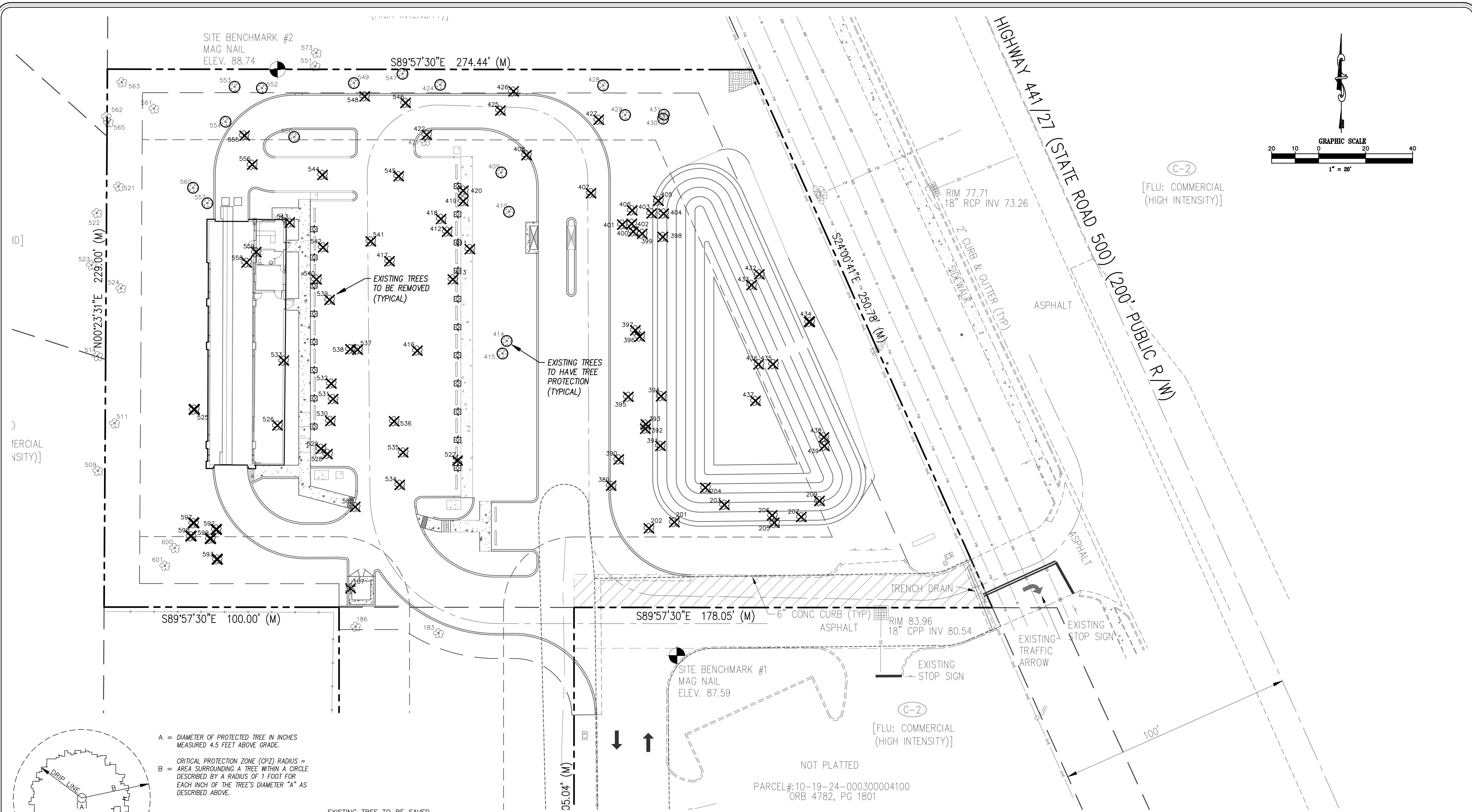
IC INTERNATIONAL CARWASH
DEMOLITION & EROSION CONTROL PLAN
US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
DATE:

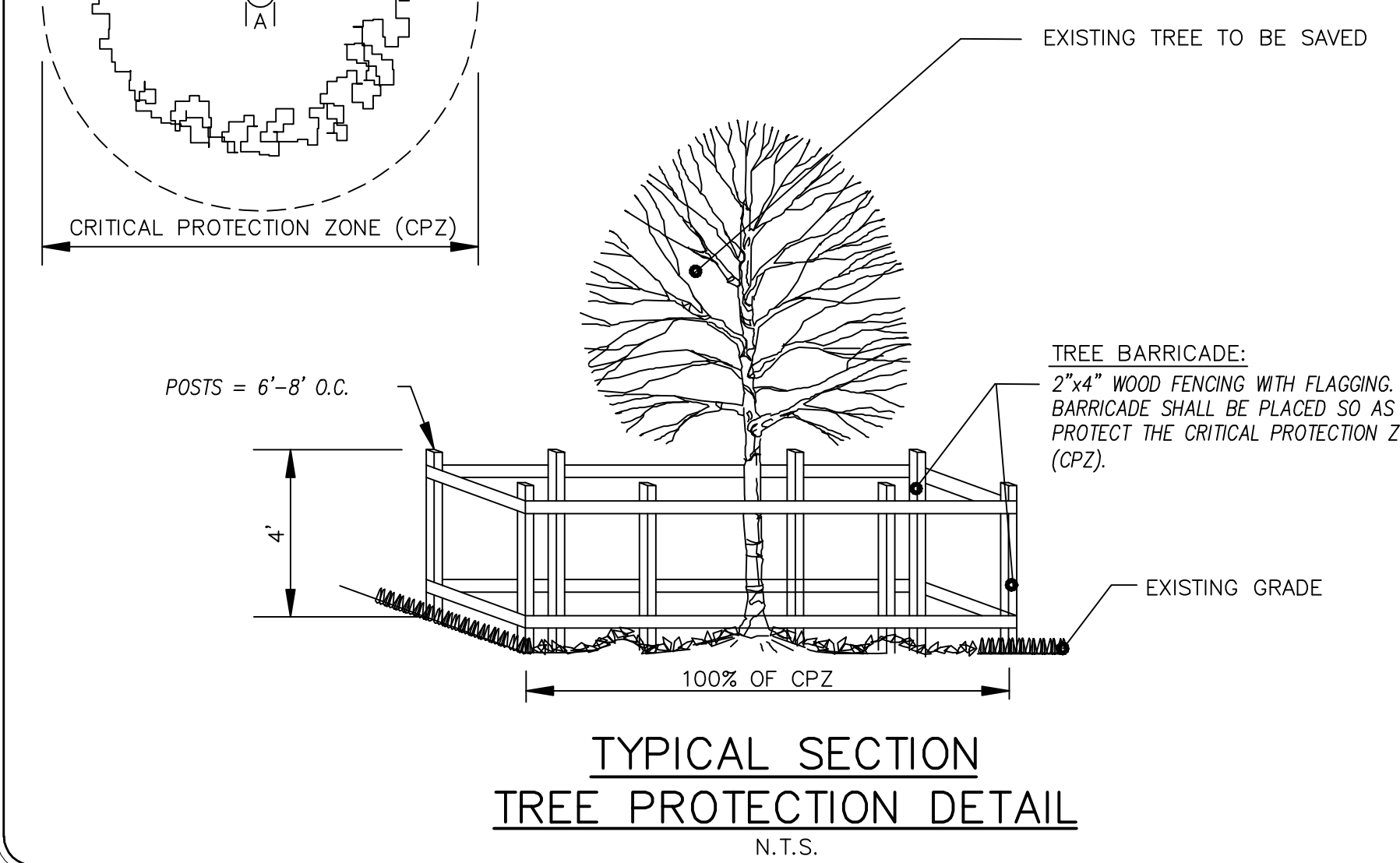
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A = DIAMETER OF PROTECTED TREE IN INCHES MEASURED 4.5 FEET ABOVE GRADE.
 B = CRITICAL PROTECTION ZONE (CPZ) RADIUS = AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF 1 FOOT FOR EACH INCH OF THE TREE'S DIAMETER "A" AS DESCRIBED ABOVE.



141	6"	CYPRESS	393	6"	OAK	416	8"	OAK	509	8"	OAK	541	6"	OAK	565	6"	OAK
142	6"	CYPRESS	394	12"	OAK	417	3-12"	OAK	511	8"	OAK	542	10"	OAK	573	18"	OAK
143	6"	CYPRESS	395	12"	OAK	418	2-8"	OAK	514	36"	OAK	543	15"	OAK	588	12"	OAK
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187	10"	PALM	403	12"	OAK	427	10"	OAK	528	12"	OAK	551	7"	OAK			
201	12"	OAK	404	10"	OAK	428	14"	OAK	529	12"	OAK	552	20"	OAK			
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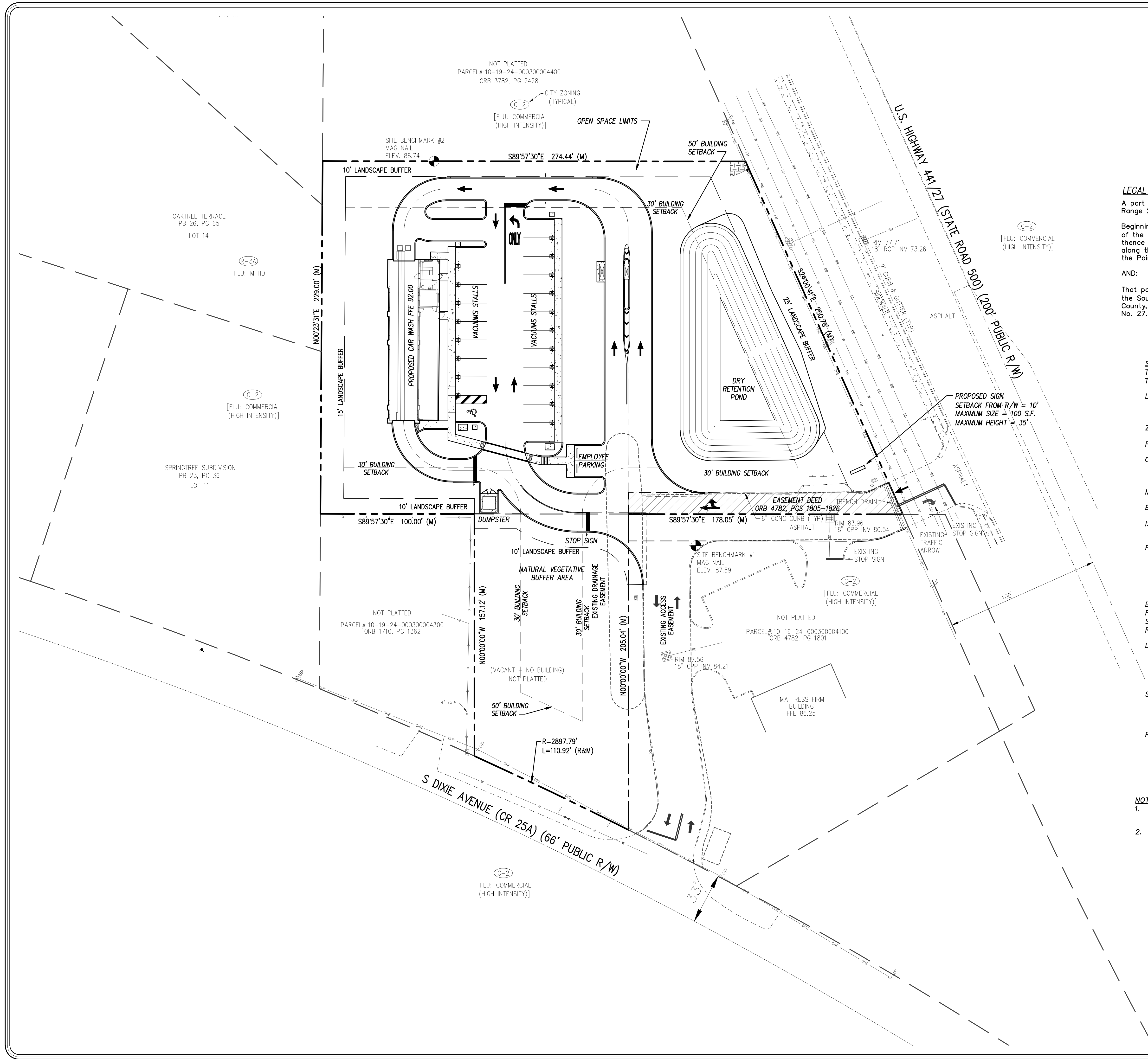
INTERNATIONAL CARWASH
TREE SAVE & REMOVAL PLAN
 US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
 DATE:

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LEGAL DESCRIPTION

A part of Southeast 1/4 of Southwest 1/4 of Section 10, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Beginning at a point 566.5 feet South and 100 feet East of the Northwest corner of the Southeast 1/4 of Southwest 1/4 of said Section; run thence East 100 feet; thence South 200 feet to the North line of the Highway; thence Northwesterly along the North line of the Highway, a distance of 110.5 feet to a point South of the Point of Beginning; thence North 153.1 feet to the Point of Beginning.

AND:

That part of the North 229 feet of the South 991 feet of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 24 East, in Lake County, Florida, lying West of the Westerly line of the right of way of U.S. Highway No. 27.

SITE DATA

TOTAL AREA:	3.67 ACRES (159,750 SF)
TOTAL PROJECT AREA:	1.7± ACRES (76,041 SF)
LAND USE:	VACANT
EXISTING USE:	CARWASH FACILITY
PROPOSED USE:	CARWASH FACILITY
ZONING:	GENERAL COMMERCIAL (C-2)
FUTURE LAND USE:	COMMERCIAL (HIGH INTENSITY)
OPEN SPACE:	
REQUIRED:	30% (0.52 ACRES 22,812 SF)
PROVIDED:	59% (1.02 ACRES 44,477 SF)
MAXIMUM BUILDING HEIGHT:	35 FEET
BUILDING:	3,200 SF
ISR (MAXIMUM):	70% (53,229 SF)
(PROVIDED):	41% (31,564 SF)
PARKING:	
REQUIRED:	1 SPACE PER WASH LANE
PROVIDED:	(1) 12'x20' HC SPACE (2) 12'x20' VACUUM SPACES (2) 10'x20' EMPLOYEE PARKING SPACES
BUILDING SETBACKS:	
FRONT:	50' FROM RIGHT OF WAY
SIDE:	30' FROM PROPERTY LINE
REAR:	15' FROM PROPERTY LINE
LANDSCAPE BUFFERS:	
HIGHWAY 27 FRONTAGE:	25' LANDSCAPE BUFFER 4 CANOPY TREES, 2 UNDERSTORY TREES & 15 SHRUBS PER 100' OF PROPERTY
SIDES:	10' LANDSCAPE BUFFER 4 CANOPY TREES, 2 UNDERSTORY TREES & 15 SHRUBS PER 100' OF PROPERTY
REAR:	15' LANDSCAPE BUFFER 4 CANOPY TREES, 2 UNDERSTORY TREES & 15 SHRUBS PER 100' OF PROPERTY

NOTES:

- LIFT STATION (SHEET 13 of 15) IS PRIVATELY OWNED AND WILL BE MAINTAINED BY THE PROPERTY OWNER.
- FIRE HYDRANT IS PRIVATE AND THE CITY OF FRUITLAND PARK OWNERSHIP STOPS AT THE GATE OR PROPERTY LINE.

Wicks Engineering Services, Inc.
 225 West Main Street, Tallahassee, Florida 32378
 www.wicksengineering.com (352) 343-8667
 C.A. #30062

FRUITLAND PARK HOLDINGS, LLC
 TEANIDER S. GREENWALL
 1330 SAXON BOULEVARD
 ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH
 SITE PLAN
 US HWY 27/441 FRUITLAND PARK FL. 34731

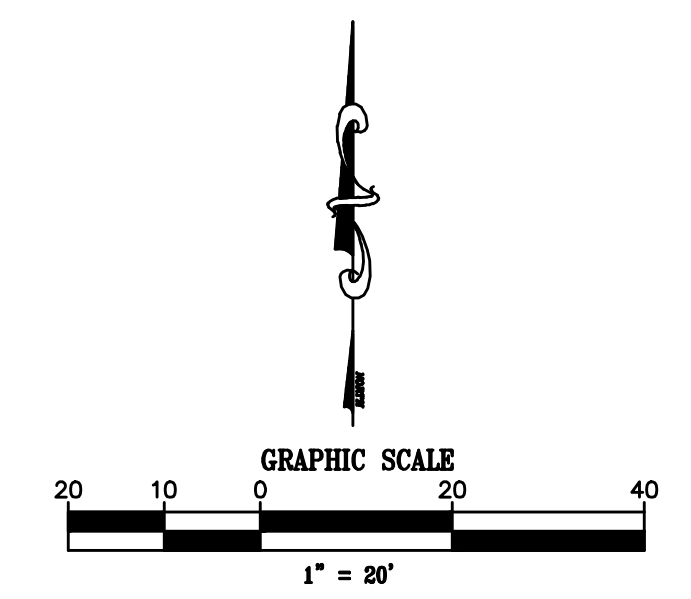
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Date:	05-06-19		
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Sheet: 7 of 17

NOT PLATTED
 PARCEL #: 10-19-24-00030004400
 ORB 3782, PG 2428

CITY ZONING
 (TYPICAL)
 C-2
 [FLU: COMMERCIAL
 (HIGH INTENSITY)]



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FRUITLAND PARK HOLDINGS, LLC
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 ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH
 GEOMETRY PLAN
 US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
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Sheet: 7 of 17

OAKTREE TERRACE
 PB 26, PG 65
 LOT 14

R-3A
 [FLU: MFHD]

C-2
 [FLU: COMMERCIAL
 (HIGH INTENSITY)]

SPRINGTREE SUBDIVISION
 PB 23, PG 36
 LOT 11

SITE BENCHMARK #2
 MAG NAIL
 ELEV. 88.74

TRAFFIC DIRECTIONAL
 THERMOPLASTIC ARROW
 (TYP) S89°57'30"E 274.44' (M)

24" WHITE THERMOPLASTIC
 STOP BAR, R1-1 STOP
 SIGN & 50'-4" WHITE
 THERMOPLASTIC DOUBLE
 STRIPE

FDOT TYPE "D"
 CURB (TYP)
 42.72'

PROPOSED CAR WASH
 33.05' x 104.56'
 SEE ARCHITECTURAL
 PLANS FOR
 DETAILS

12 VACUUM STALLS
 163.18' S 00°00'31" E

DOUBLE 4" WHITE
 STRIPES WITH 6"
 WHITE 45° STRIPES
 ON 6' CTRS.

DRY RETENTION POND
 TOP 84.5
 BOTTOM 78.0

PROPOSED SIGN
 SETBACK FROM R/W = 10'
 MAXIMUM SIZE = 100 S.F.
 MAXIMUM HEIGHT = 35'

DETECTABLE
 WARNING
 SURFACE
 (TYPICAL)

4'x6' VAC
 TURBINE PAD

4'x6' VAC
 TURBINE PAD
 STACK BLOCK
 WALL

MATCH EXISTING
 CURB

EXISTING
 STOP SIGN

EXISTING
 TRAFFIC
 ARROW

10' LANDSCAPE BUFFER
 S89°57'30"E 100.00' (M)

10'x15.67'
 CONCRETE PAD
 FOR TURBINES

10'x15.67'
 CONCRETE PAD
 FOR TURBINES

NOT PLATTED
 PARCEL #: 10-19-24-00030004300
 ORB 1710, PG 1362

12'x12' DUMPSTER
 ENCLOSURE

24" WHITE THERMOPLASTIC
 STOP BAR, R1-1 STOP
 SIGN & 50'-4" WHITE
 THERMOPLASTIC DOUBLE
 STRIPE

MATCH EXISTING
 CURB

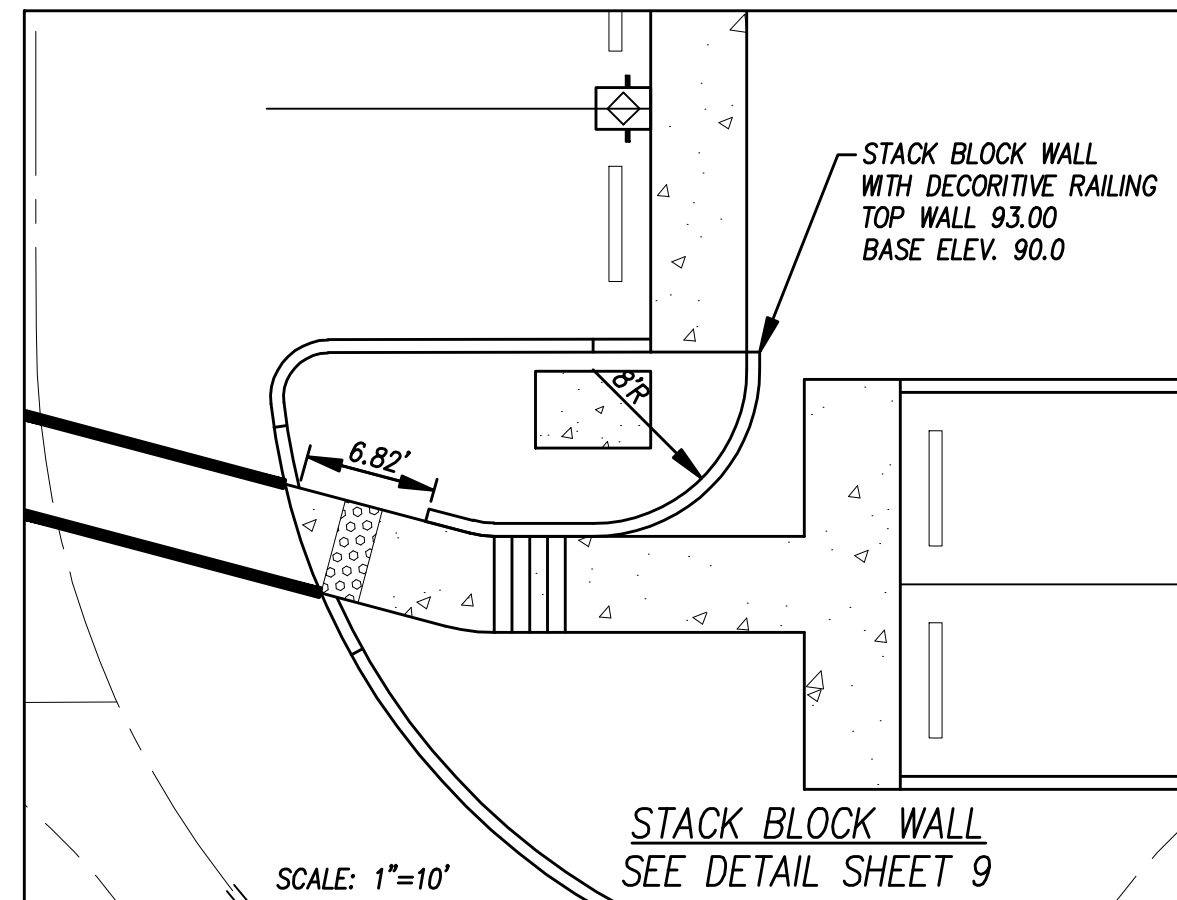
SITE BENCHMARK #1
 MAG NAIL
 ELEV. 87.59

C-2
 [FLU: COMMERCIAL
 (HIGH INTENSITY)]

NOT PLATTED
 PARCEL #: 10-19-24-00030004100
 ORB 4782, PG 1801

RIM 87.56
 18" CPP INV 84.21

MATTRESS FIRM
 BUILDING



STACK BLOCK WALL
 SEE DETAIL SHEET 9

SCALE: 1"=10'

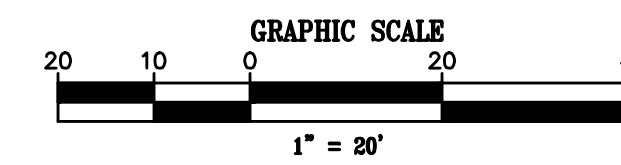
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 ORB 3782, PG 2428

CITY ZONING
 (TYPICAL)
 C-2

[FLU: COMMERCIAL
 (HIGH INTENSITY)]

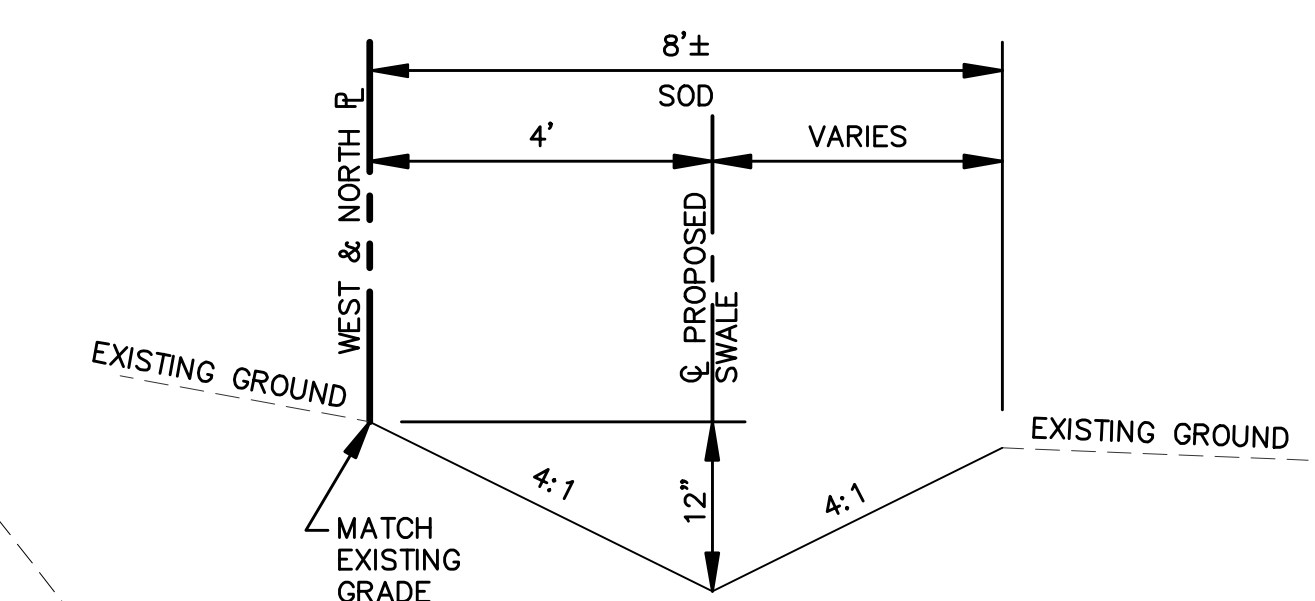
SITE BENCHMARK #2
 MAG NAIL
 ELEV. 88.74

10'x8' ENKAMAT
 EROSION CONTROL
 FABRIC

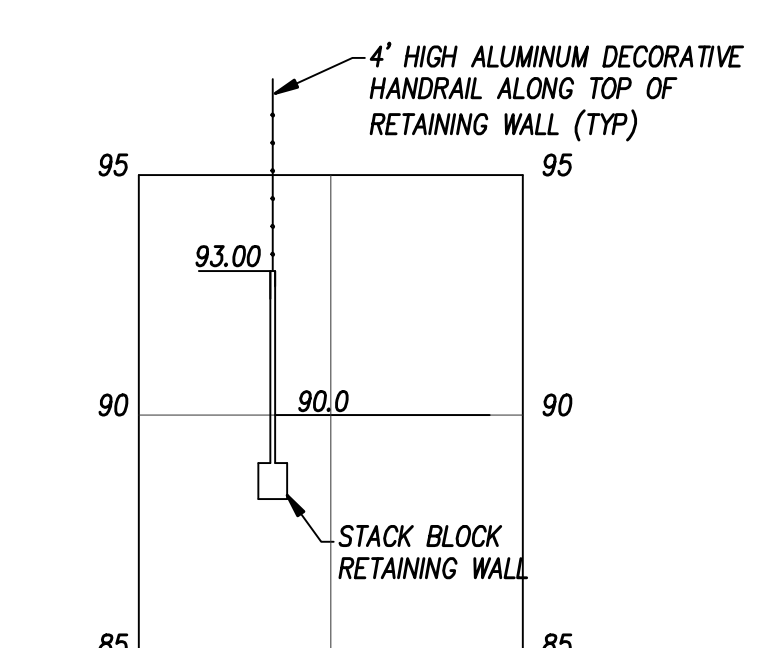


- Ⓐ TYPE C INLET
TOP 86.19
INV. 81.19
- Ⓑ 18" MITERED END SECTION
TOP 88.35
NW INV. 83.45
NE INV. 83.35
- Ⓒ TYPE C INLET
TOP 91.89
INV. 86.89
- Ⓓ 18" MITERED END SECTION
INV. 78.00
- Ⓔ TYPE C INLET
TOP 88.35
NW INV. 83.45
NE INV. 83.35

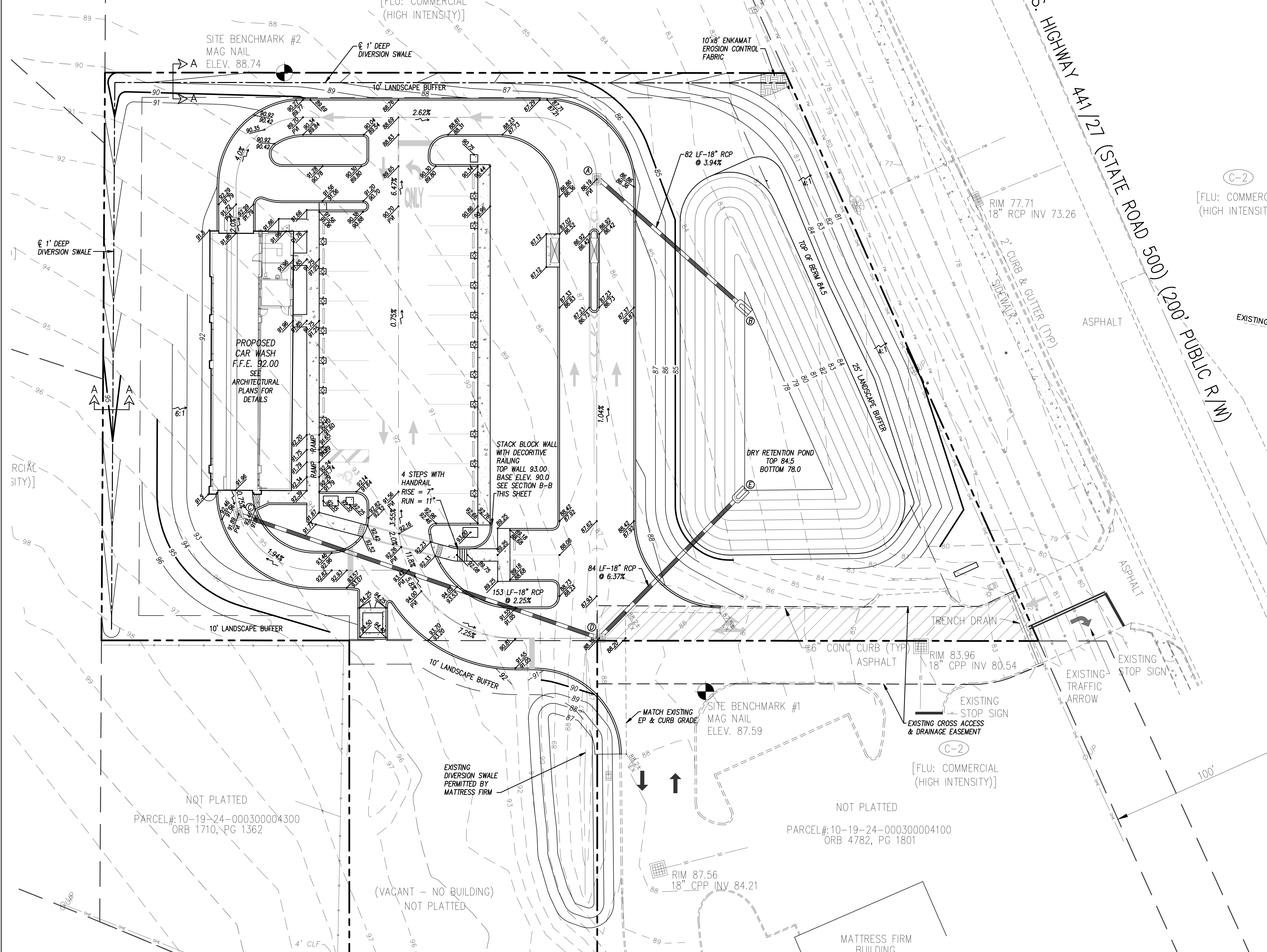
C-2
 [FLU: COMMERCIAL
 (HIGH INTENSITY)]



SECTION A-A
 N.T.S.
 SOD ALL DISTURBED AREAS



SECTION B-B
 TOP WALL 93.00
 BASE ELEV. 90.0



PROPOSED CAR WASH
 F.F.E. 92.00
 SEE ARCHITECTURAL
 PLANS FOR
 DETAILS

DRY RETENTION POND
 TOP 84.5
 BOTTOM 78.0

NOT PLATTED
 PARCEL#: 10-19-24-000300004300
 ORB 1710, PG 1362

NOT PLATTED
 PARCEL#: 10-19-24-000300004100
 ORB 4782, PG 1801

(VACANT - NO BUILDING)
 NOT PLATTED

MATTRESS FIRM
 BUILDING

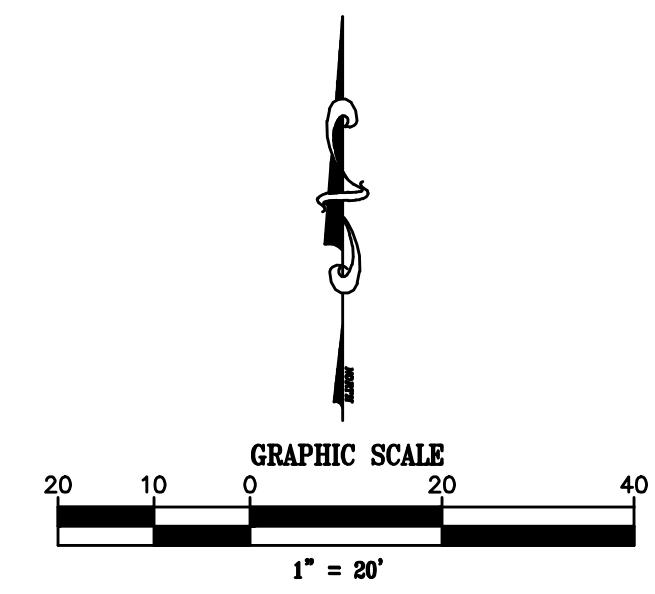
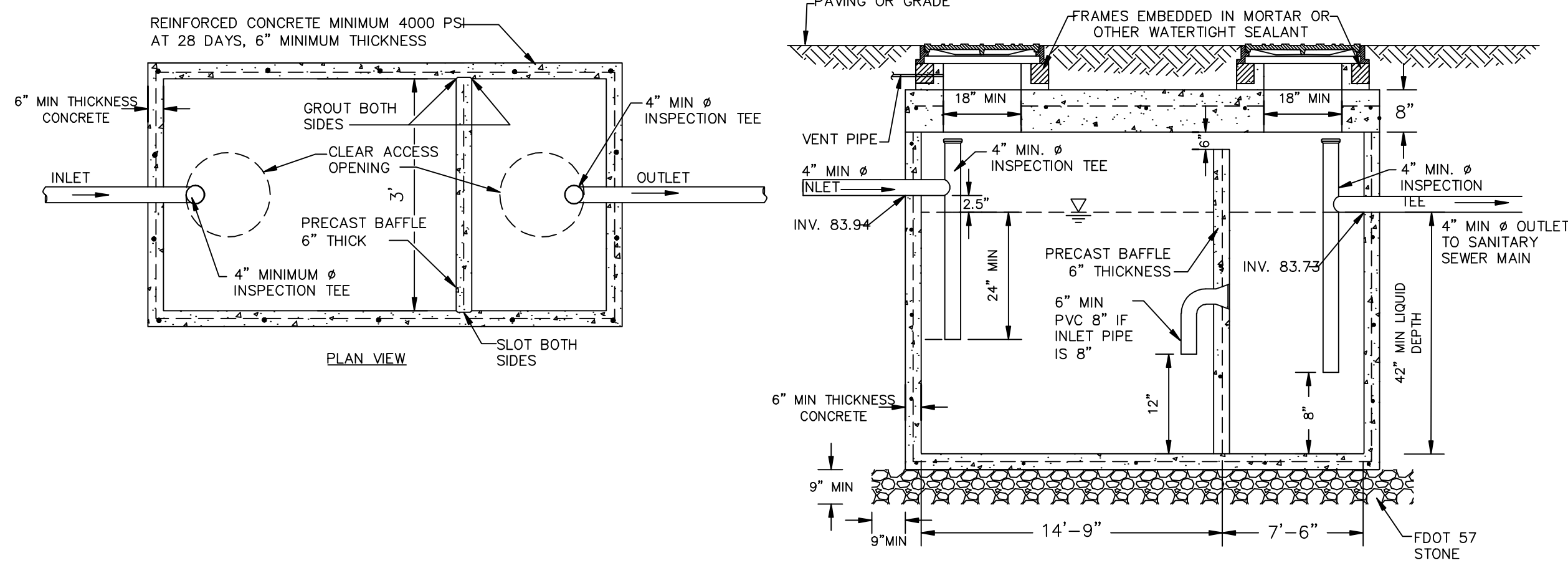
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FRUITLAND PARK HOLDINGS, LLC
 TEANIDER S. GREENWALL
 1330 SAXON BOULEVARD
 ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CAR WASH
 GRADING & DRAINAGE PLAN
 US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
 DATE:

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- NOTES:
- SPECIFIC DESIGN DETAILS MUST IN ALL ASPECTS MEET APPLICABLE FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
 - INTERCEPTORS SHALL BE WATER AND GAS TIGHT.
 - ALL FIXTURES LOCATED IN FOOD AND BEVERAGE PREPARATION AREAS SHALL BE ROUTED THROUGH GREASE INTERCEPTOR.
 - RESTROOM WASTE SHALL NOT BE ROUTED THROUGH INTERCEPTOR.
 - BAFFLE REQUIRED; ALTERNATIVE DESIGNS ARE ACCEPTABLE. DESIGN MUST MEET FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
 - LOADS: H-20 TRUCK WHEELS WITH 30% IMPACT PER AASHTO. TRAFFIC BEARING FRAME AND COVER TO MEET FDOT STANDARDS IF APPLICABLE.
- GREASE INTERCEPTOR**
1,750 GALLON

NOT PLATTED
PARCEL#: 10-19-24-000300004400
ORB 3782, PG 2428

CITY ZONING (TYPICAL)
C-2

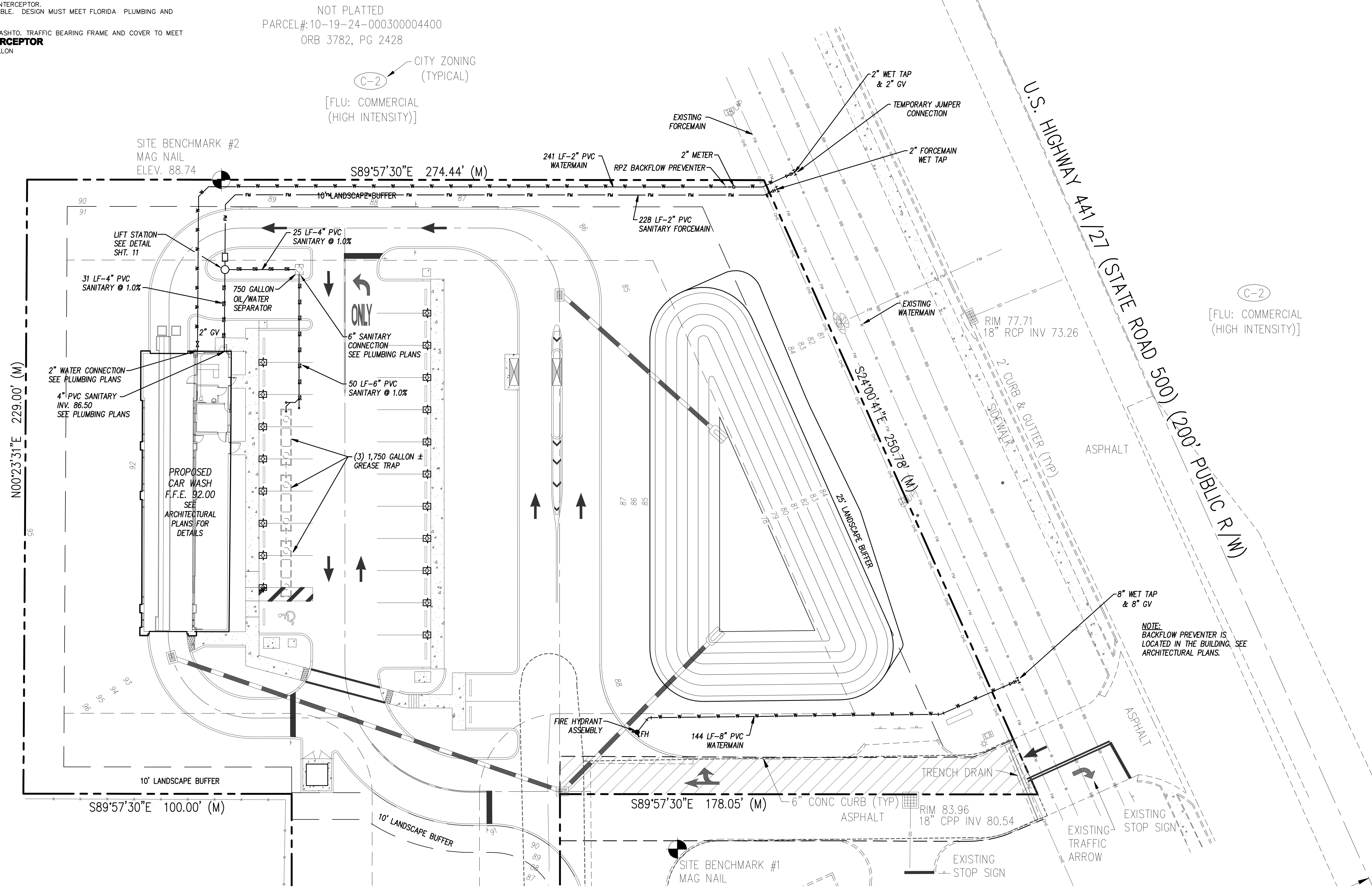
[FLU: COMMERCIAL (HIGH INTENSITY)]

OAKTREE TERRACE
PB 26, PG 65
LOT 14

R-3A
[FLU: MFHD]

C-2
[FLU: COMMERCIAL (HIGH INTENSITY)]

SPRINGTREE SUBDIVISION
PB 23, PG 36
LOT 11



C-2
[FLU: COMMERCIAL (HIGH INTENSITY)]

NOTE:
BACKFLOW PREVENTER IS
LOCATED IN THE BUILDING, SEE
ARCHITECTURAL PLANS.

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C.A. #20062

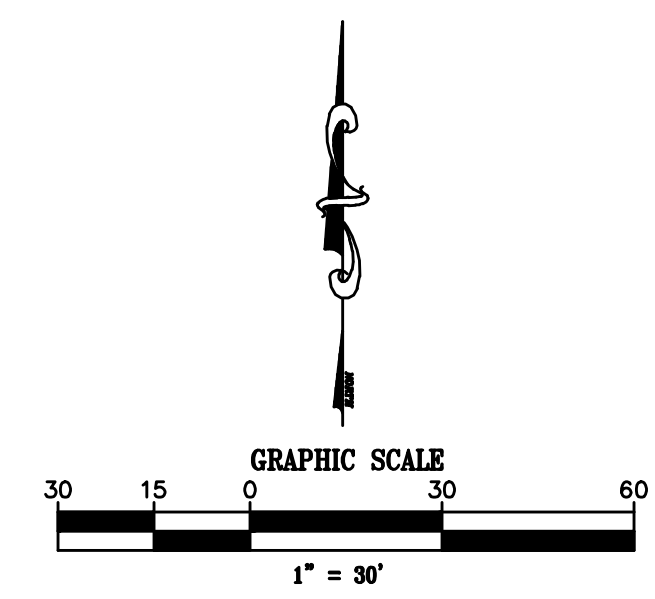
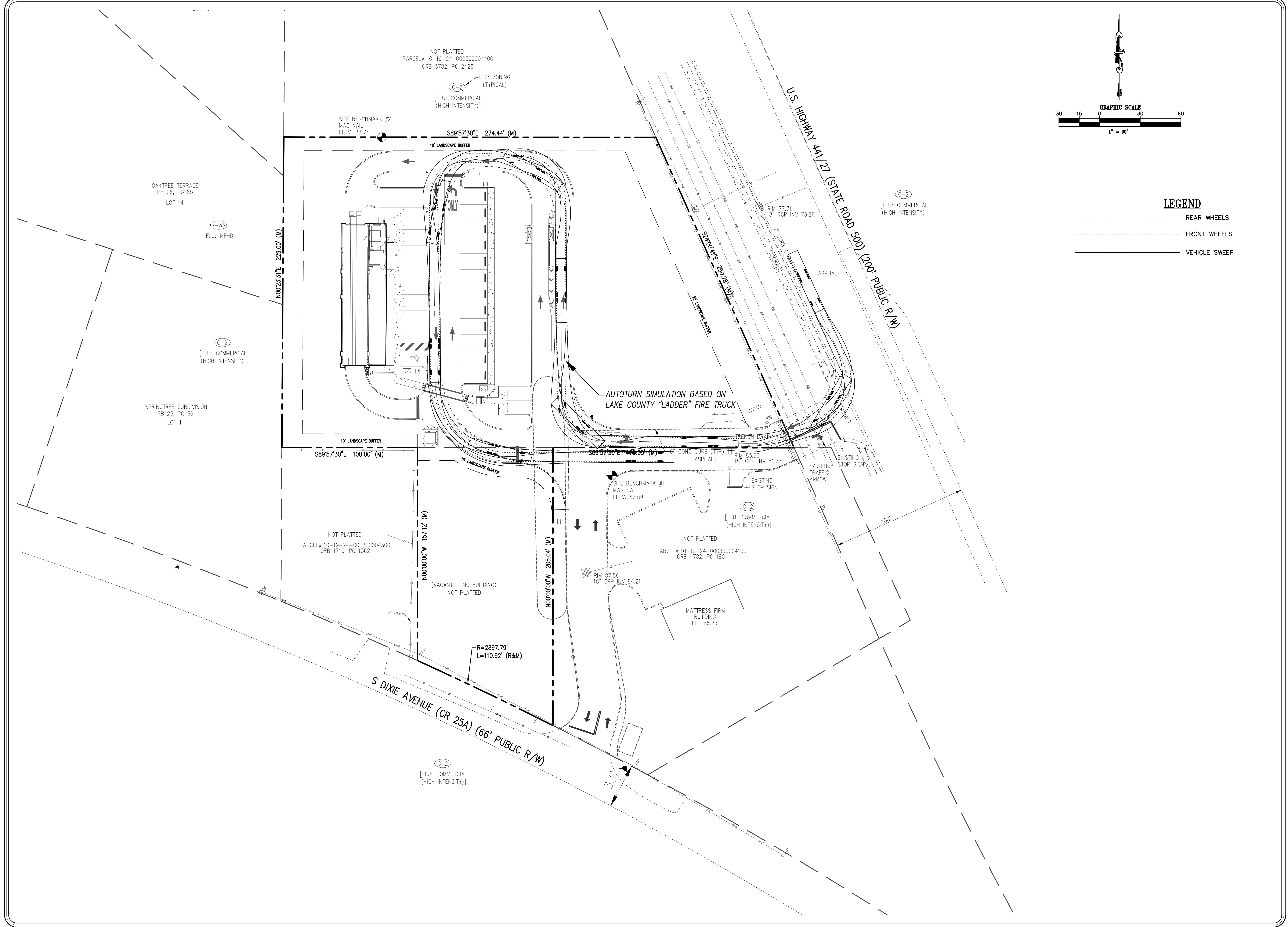
FRUITLAND PARK HOLDINGS, LLC
TEJINDER S. GREENWALL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

INTERNATIONAL CARWASH
UTILITY PLAN
US HWY 27/441 FRUITLAND PARK FL. 34731

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LEGEND

- REAR WHEELS
- FRONT WHEELS
- VEHICLE SWEEP

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TELANDER S. GREENWALL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH
AUTOTURN SIMULATION (FIRE TRUCK)
US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
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Sheet: 11 of 17



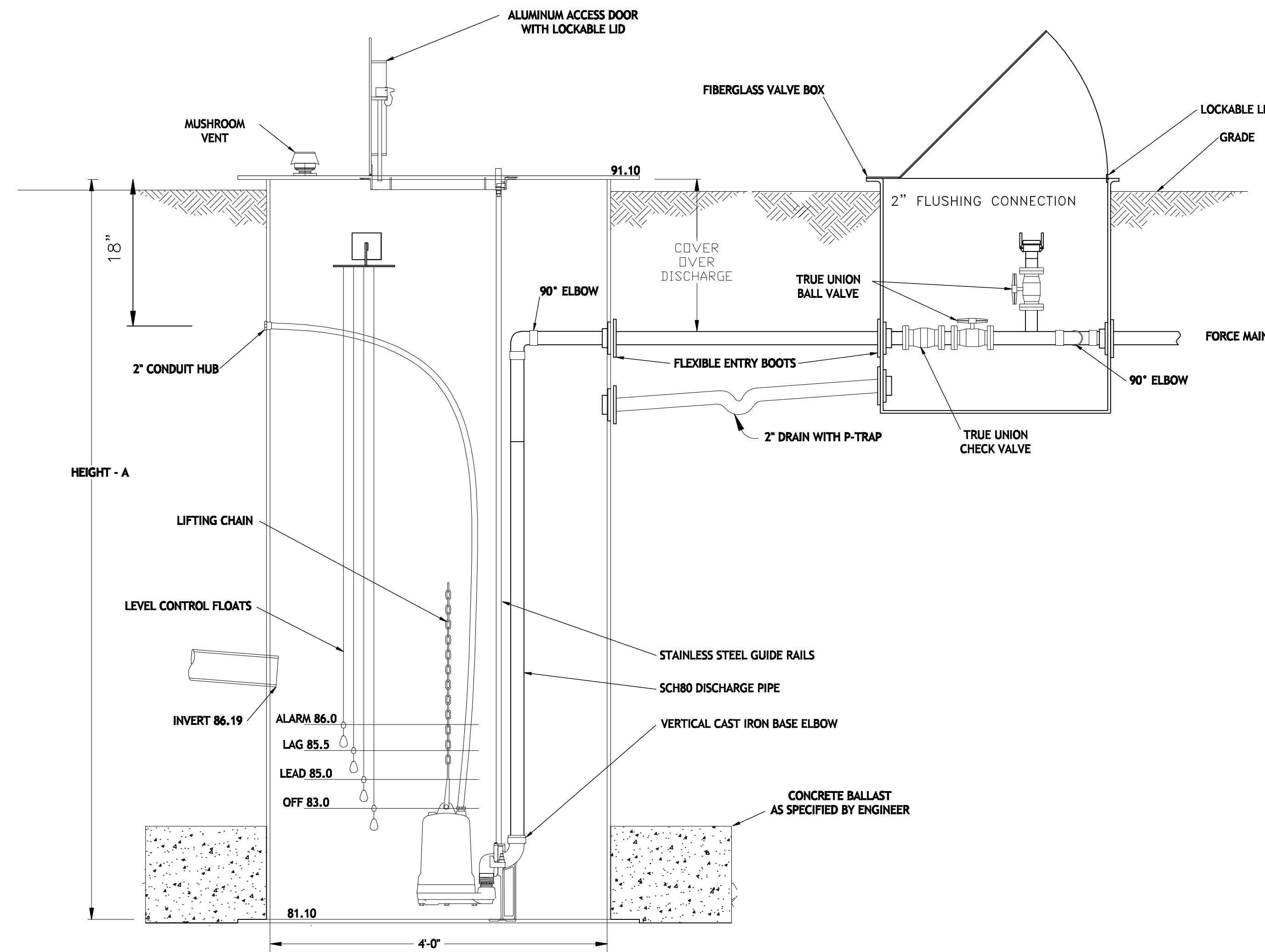
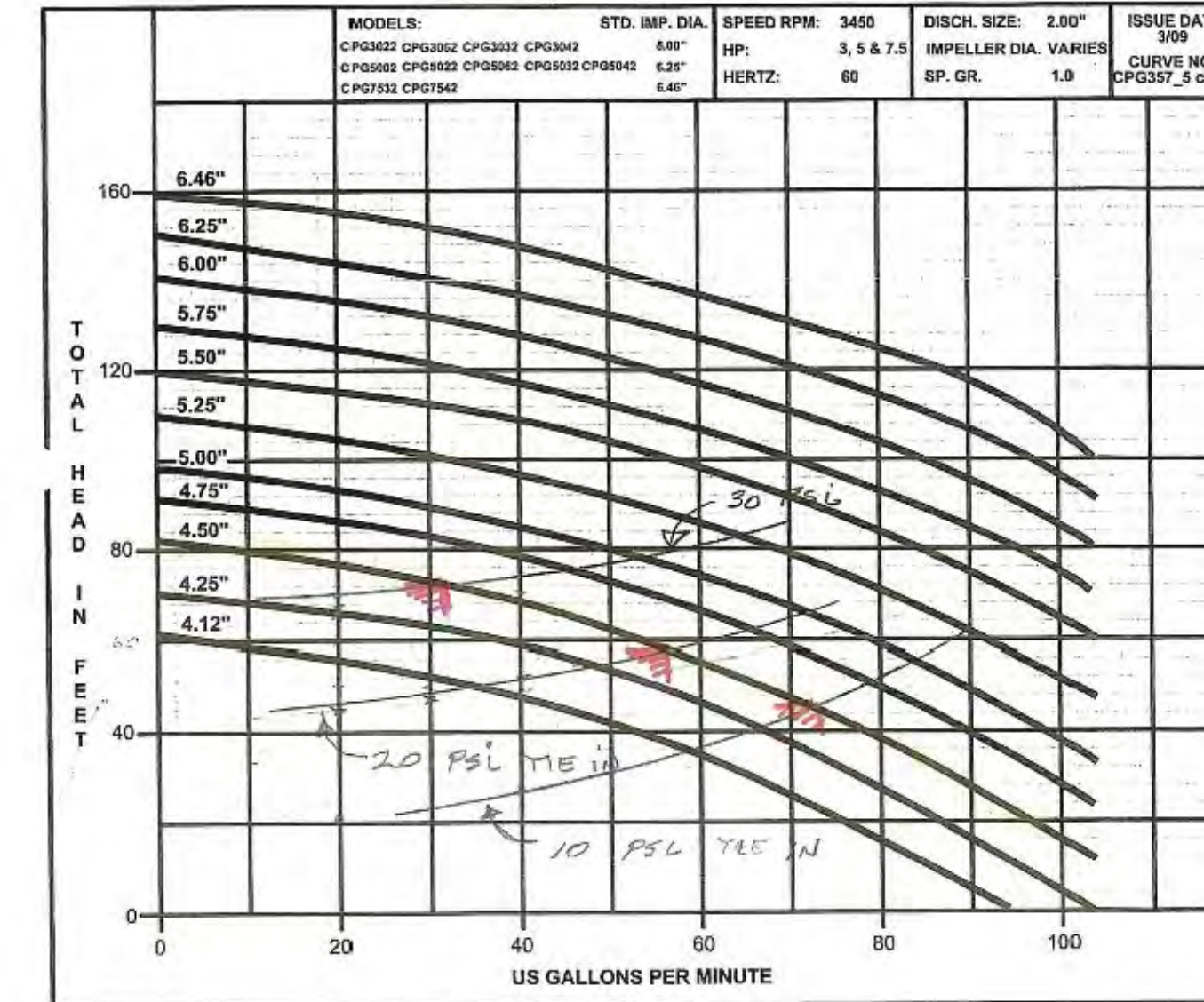
VICTORIA@MESSINAASSOCIATES.COM
 PHONE
 (352)-800-9758

Champion Pump CPG 3, 5, 7.5HP Submersible Grinder

4/9

PUMP INFORMATION	
MANUFACTURER	CHAMPION PUMP
MODEL	CPG
HORSEPOWER	3
VOLTAGE / PHASE	230V/1PH
DESIGN FLOW (GPM)	67 GPM
DESIGN HEAD (FEET)	55 FEET

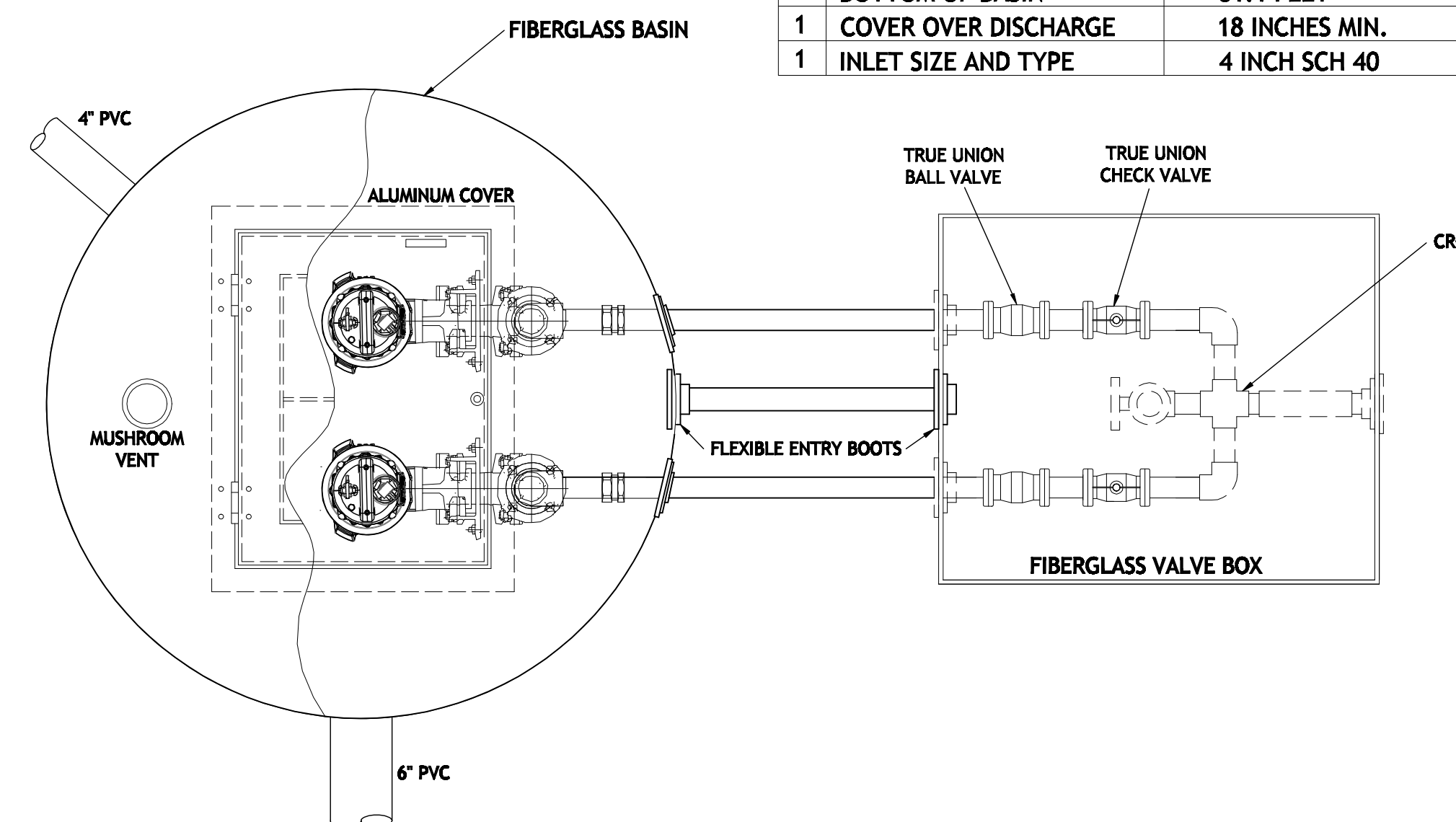
BASIN DIMENSIONS	
DIAMETER - B	HEIGHT - A
<input type="checkbox"/> 24"	<input checked="" type="checkbox"/> 84"
<input type="checkbox"/> 36"	<input type="checkbox"/> 96"
<input checked="" type="checkbox"/> 48"	<input checked="" type="checkbox"/> 120"
<input type="checkbox"/> 60"	<input checked="" type="checkbox"/> 144"
<input type="checkbox"/> OTHER	<input type="checkbox"/> 138"
VALVE BOX DIMENSIONS	
<input checked="" type="checkbox"/> 32" X 30" 25"	<input type="checkbox"/> 36" X 40" 36"



LIFT STATION SECTION VIEW

EXAGGERATED FOR DETAIL - N.T.S.

LIFT STATION SCHEDULE		
1	TOP OF BASIN	91.10 FEET
1	INLET INVERT	86.19 FEET
1	HIGH WATER LEVEL ALARM	86.0 FEET
1	LAG PUMP ON	85.5 FEET
1	LEAD PUMP ON	85.0 FEET
1	PUMPS OFF	83.0 FEET
1	BOTTOM OF BASIN	81.1 FEET
1	COVER OVER DISCHARGE	18 INCHES MIN.
1	INLET SIZE AND TYPE	4 INCH SCH 40



LIFT STATION PLAN VIEW

DUPLEX CONTROL PANEL:
 CONTROL PANEL SHALL BE ASSEMBLED AND BUILT BY A UL508A CERTIFIED MANUFACTURING FACILITY.
 THE ENCLOSURE SHALL BE NEMA 4X FIBERGLASS WITH PADLOCKABLE DRAW LATCHES.
 THE ENCLOSURE SHALL BE ABLE TO BE WALL MOUNTED.
 THE FOLLOWING COMPONENTS SHALL BE MOUNTED THROUGH THE ENCLOSURE:
 • WIRE ALARM BEACON (LIGHT)
 • ALARM HORN
 • GENERATOR RECEPTACLE WITH WEATHERPROOF COVER
 • ALARM SILENCE PUSHBUTTON

THE FOLLOWING COMPONENTS SHALL BE MOUNTED THROUGH THE INNERDOOR:
 • MAIN CIRCUIT BREAKER
 • EMERGENCY CIRCUIT BREAKER
 • MECHANICAL INTERLOCK FOR EMERGENCY AND MAIN BREAKERS
 • SHORT CIRCUIT PROTECTORS
 • CONTROL CIRCUIT BREAKER
 • SEAL FAILURE INDICATOR LIGHTS
 • HAND-OFF-AUTO SELECTOR SWITCHES
 • PUMP RUN PILOT LIGHTS
 • POWER ON PILOT LIGHT
 • RELAY TIME METERS (NON-RESETABLE)
 • GFI DUPLEX CONVENIENCE OUTLET
MISCELLANEOUS: ALL WIRING ON THE BACKPANEL SHALL BE CONTAINED WITHIN THE WIRING DUCT, ALL WIRING BETWEEN THE INNERDOOR AND THE BACKPANEL SHALL BE CONTAINED WITH A PLASTIC SPIRAL WRAP.
 EACH WIRE SHALL HAVE A WIRE NUMBER AT EACH END TO CORRESPOND TO THE AS BUILT DRAWING FOR FIELD TROUBLESHOOTING.
 THE CONTROL PANEL SHALL BE ASSEMBLED BY A UL508A CERTIFIED MANUFACTURING FACILITY.

FASTENERS AND APPURTENANCES: ALL FASTENERS, LIFTING CABLES, FLOAT CABLE BRACKET, HINGES, AND APPURTENANCES SHALL BE MADE OF 304SS MINIMUM.
 • A 304SS SLIDE/LATCH ASSEMBLY SHALL BE PROVIDED FOR HOLDING THE DOORS OPEN ON THE WET WELL AND VALVE BOX.
 • SLIDE RAILS SHALL BE MADE OF SCH 40 304SS PIPE.
 • PUMP LIFTING CABLES/CHAINS SHALL BE 304SS.
 • PUMP LIFTING BALES SHALL BE MADE OF 304SS.
EXECUTION:
 INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IN THE THE LOCATIONS SHOWN ON THE DRAWINGS.
 CERTIFIED ELECTRICIAN SHALL MOUNT CONTROL PANEL AND CONNECT POWER SERVICE TO PANEL PRIOR TO STARTUP AND FACTORY REP SITE VISIT.
 THE PUMP CONTROLS AND PUMPS SHALL BE CHECKED FOR PROPER OPERATION AND ENSURE THAT ALL LEVEL CONTROLS ARE IN ACCORDANCE WITH THE DRAWINGS AND ARE FULLY FUNCTIONING.
 PUMP STATION SHALL BE VENTED PER MANUFACTURER'S RECOMMENDATIONS.

BASIN INSTALLATION INSTRUCTIONS:
 1. INSPECT ALL MATERIALS SUPPLIED TO ENSURE THERE ARE NO DAMAGES DUE TO SHIPPING PRIOR TO INSTALLATION.
 2. EXCAVATE HOLE LARGE ENOUGH TO ACCOMMODATE BASIN, UNDERGROUND PIPING, BACKFILL MATERIAL, AND ADEQUATE WORKING SPACE.
 3. PREPARE THE BOTTOM OF THE EXCAVATED HOLE WITH 6" OF BACKFILL MATERIAL OR CONCRETE PAD. CHECK BASE TO INSURE IT IS LEVEL AND SMOOTH.
 4. INSTALL BASIN ON GRAVEL BASE OR CONCRETE PAD, ANCHOR IF NECESSARY.
 5. CONCRETE MAY BE PORED AROUND BASIN BOTTOM IF BALLAST IS REQUIRED FOR BUOYANCY.
 6. BACKFILL WITH PEA GRAVEL 4" TO 6" AROUND THE ENTIRE PERIPHERY OF THE BASIN/COMPACTED BACKFILL MATERIAL IN 12" LIFTS. STOP AND CONNECT PIPING AS REQUIRED.
RECOMMENDED BACKFILL MATERIAL:
 GRAVEL OR STONE TO BE FREE FLOWING, NATURALLY ROUNDED AGGREGATE WITH A PARTICLE SIZE OF NOT LESS THAN 3/8" OR LARGER THAN 3/4" IN DIAMETER.

ELECTRICAL NOTES:
 1. DISCONNECT IS REQUIRED WITHIN SIGHT OR 50' MAX FROM PANEL LOCATION.
 2. COORDINATE ALL ELECTRICAL WORK PRIOR TO CONSTRUCTION.
 3. PANEL SHALL BE MANUFACTURED TO UNDERWRITERS'S LABORATORIES STANDARDS AND LABELED ACCORDINGLY.
 4. EACH FLEXIBLE CABLE SHALL BE PROVIDED WITH A WATERTIGHT SEAL AND SEPARATE STRAIN RELIEF.
 5. ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL MEET THE REQUIREMENTS OF WEATHERPROOF EQUIPMENT NEMA 4X.
 6. A 110VOLT POWER RECEPTACLE WITH GROUND FAULT INTERRUPTION (GFI) PROTECTION SHALL BE AVAILABLE TO FACILITATE MAINTENANCE EITHER INSIDE THE CONTROL PANEL OR WITHIN 25 FEET OF CONTROL PANEL.
 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
 8. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS WITH APPROPRIATE MATERIAL.
 9. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT.
 10. NEUTRAL TO BE SUPPLIED FOR SINGLE PHASE AND THREE PHASE POWER.
 11. ELECTRICAL EQUIPMENT SHALL BE INSTALLED ABOVE THE 100'-YEAR FLOOD ELEVATION (WHERE APPLICABLE).

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 ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH
 PUMP STATION DETAILS & NOTES
 US HWY 27/441 FRUITLAND PARK FL. 34731

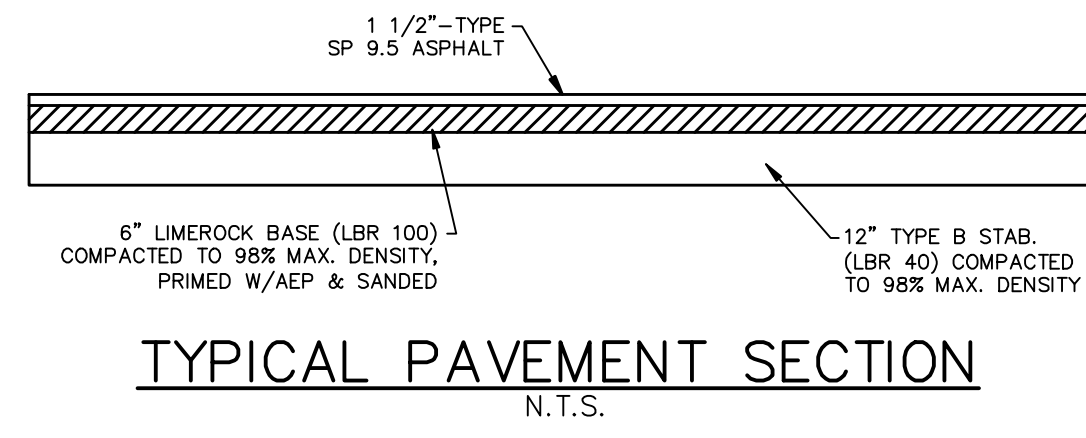
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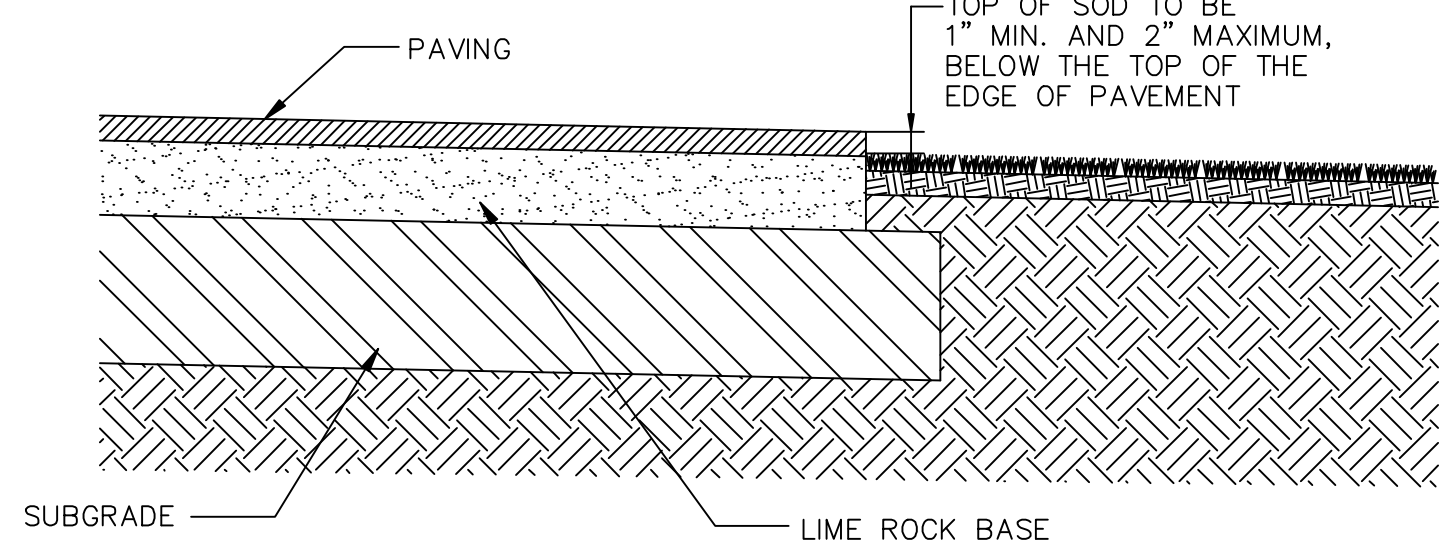
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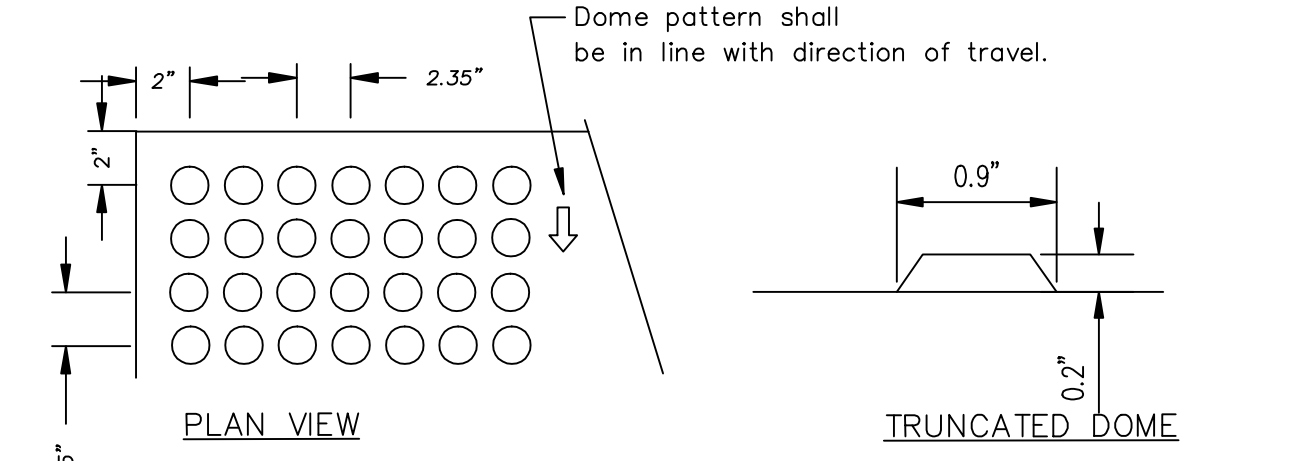
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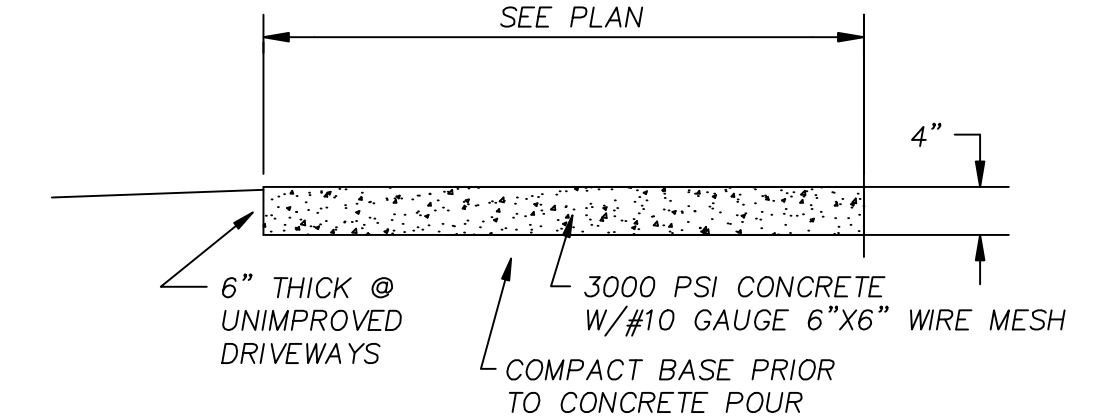
TYPICAL PAVEMENT SECTION
N.T.S.



SOD PLANTING
N.T.S.



CURB RAMP DETECTABLE WARNING
N.T.S.



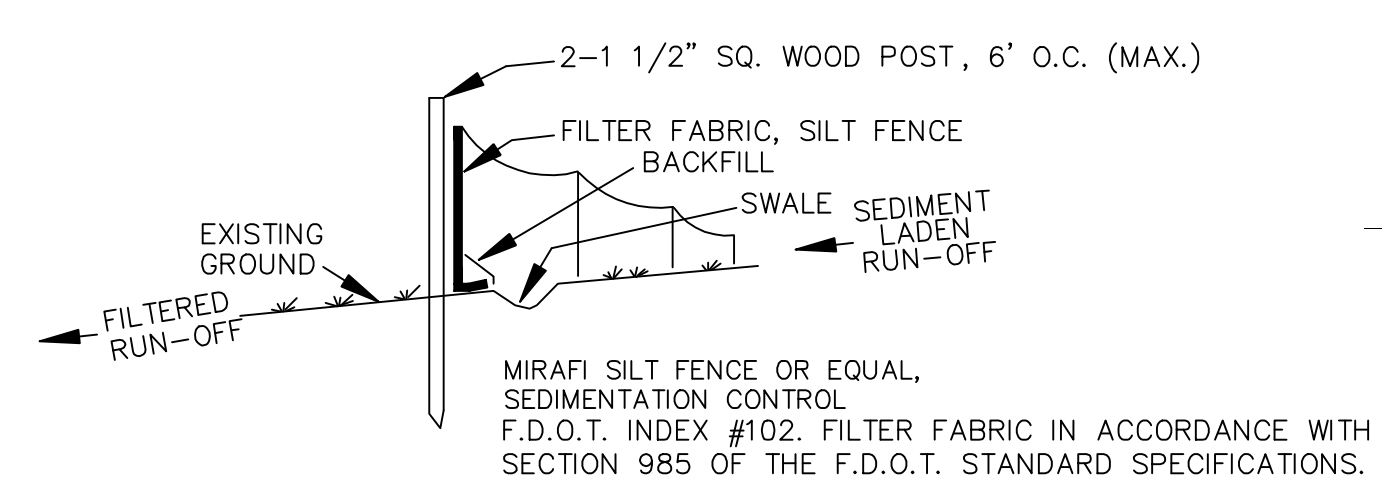
TYPE "D" CURB
N.T.S.

SIDEWALKS
SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS. THE SIDEWALK SHALL BE CONSTRUCTED OF 4" OF CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. JOINTS SHALL BE EITHER TOoled OR SAW CUT AT A DISTANCE OF 5' LENGTHS, HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.

TYPICAL SIDEWALK SECTION
N.T.S.

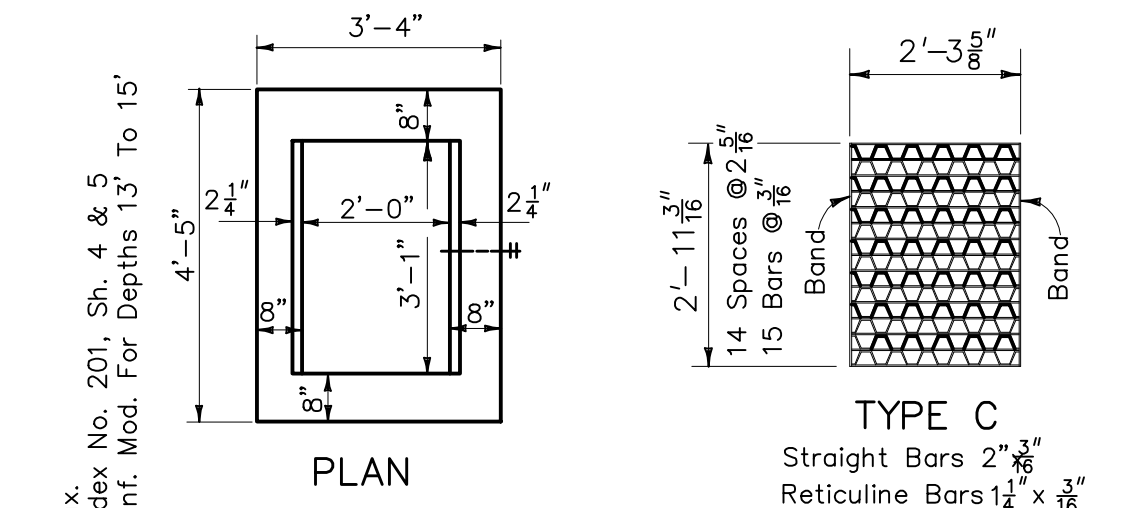
THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

- PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.
- TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
- NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.



EROSION CONTROL STRUCTURE
N.T.S.

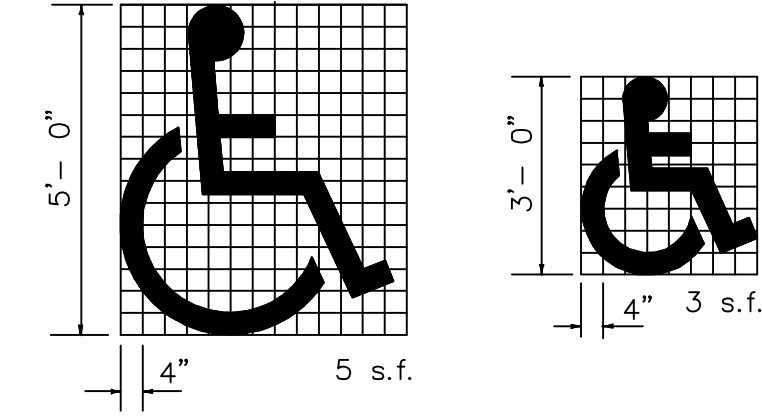
- NOTES:
- TEMPORARY EROSION CONTROL STRUCTURE TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY ENGINEER OR AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURE MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY CONTRACTOR.
 - CONSTRUCT STORMWATER SYSTEMS BEFORE ANY BUILDING OR ROAD CONSTRUCTION IS STARTED.
 - PROTECT SYSTEM FROM SILTING AND DEBRIS BY METHODS PROVIDED IN DETAILS.
 - PROTECT SWALE BOTTOM FROM SEALING BY EXCAVATING ALL SILT DEPOSITS DURING CONSTRUCTION. THIS SHALL BE DONE BEFORE SOD & SEEDING & MULCHING IS FINISHED.



TYPE "C" INLET
N.T.S.

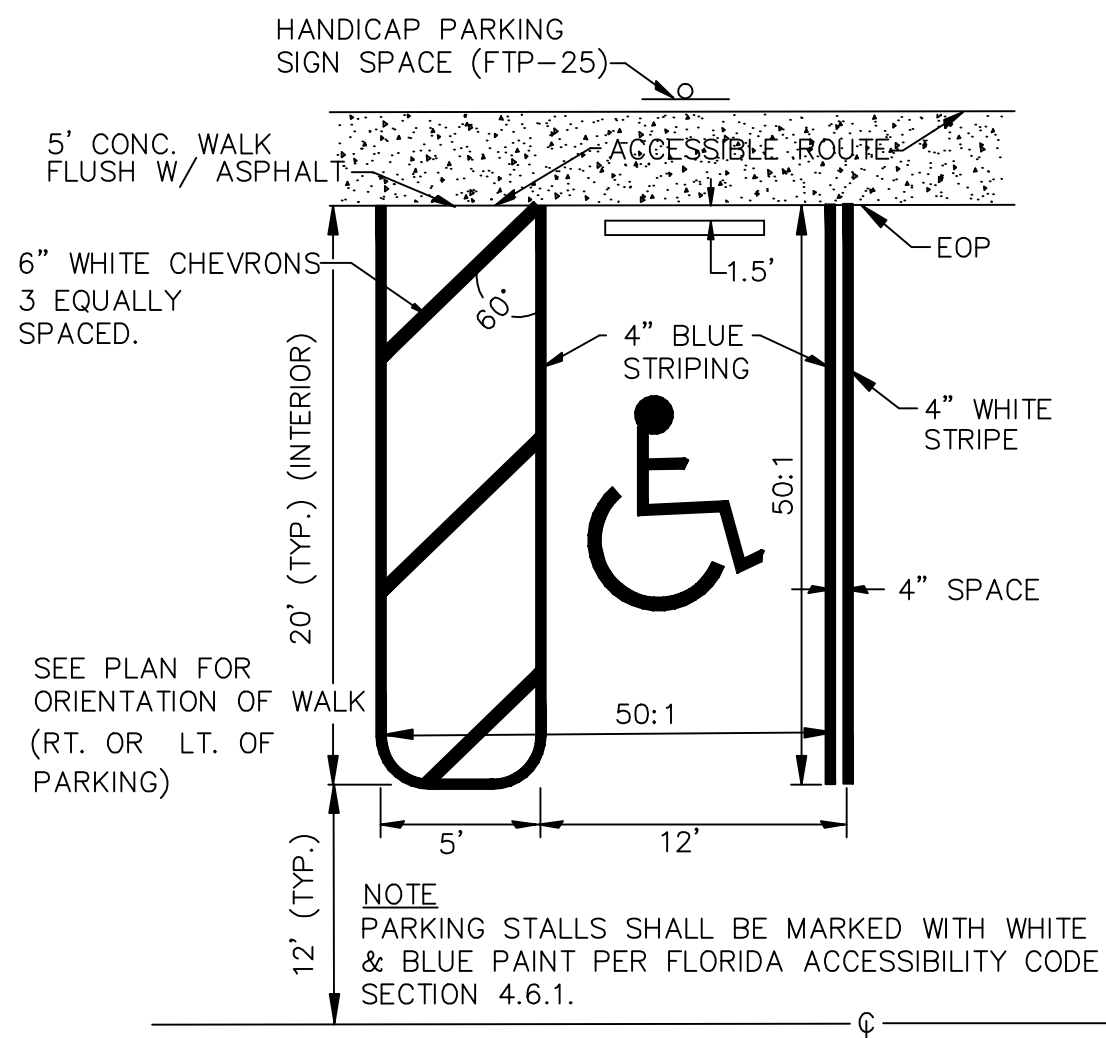


HANDICAP SIGN
FTP-25



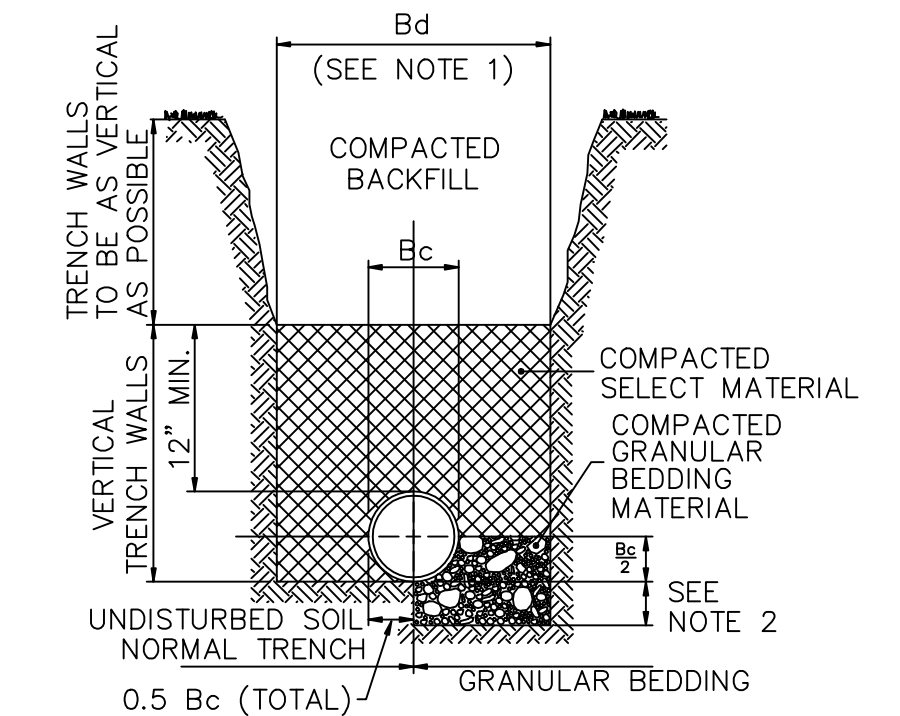
HANDICAPPED PAVEMENT SYMBOL
N.T.S.

USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3 OR 5 FT. HIGH AND WHITE IN COLOR.



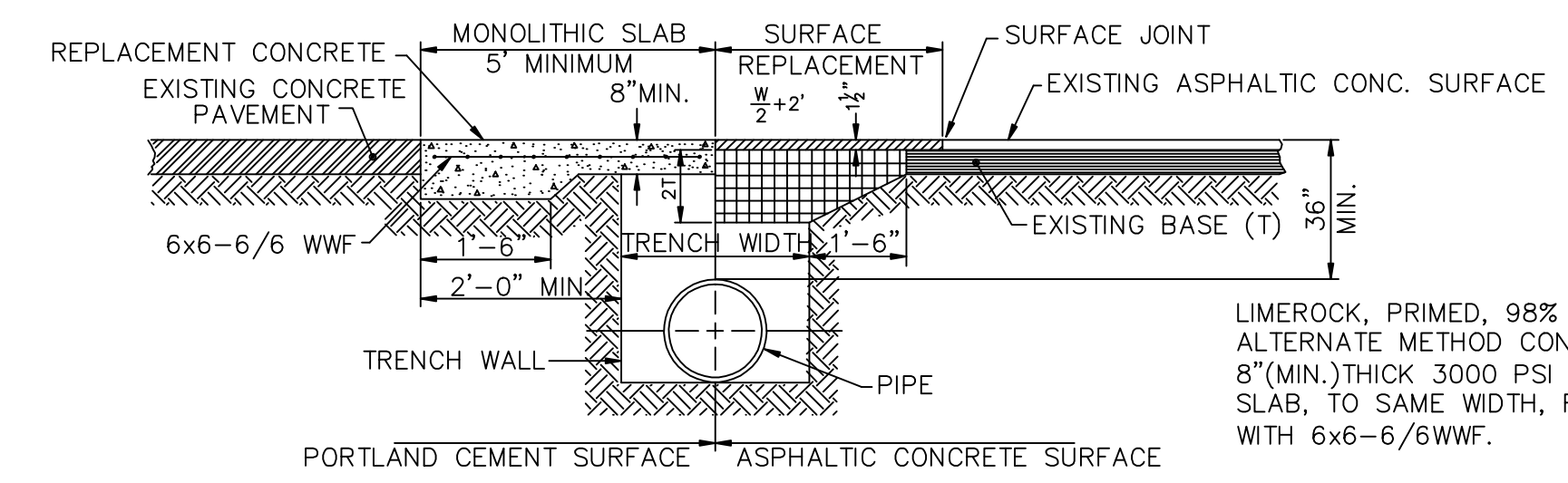
HANDICAP SPACE
N.T.S.

NOTE: PARKING STALLS SHALL BE MARKED WITH WHITE & BLUE PAINT PER FLORIDA ACCESSIBILITY CODE SECTION 4.6.1.



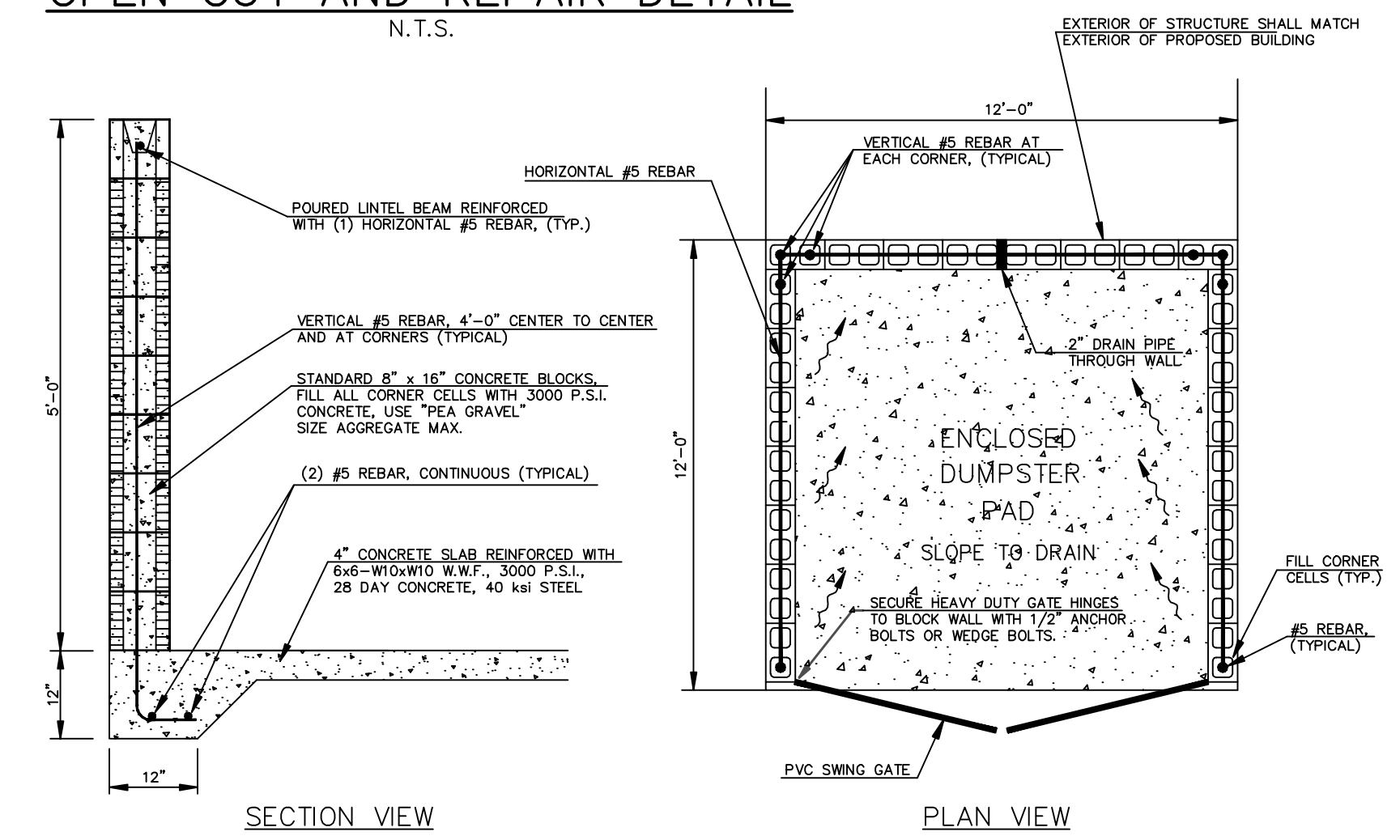
BEDDING DETAILS
N.T.S.

- NOTES: FOR BEDDING AND TRENCHING
- Dimension Bc = Pipe O.D.
Dimension Bd = Trench Width at Top of Pipe
Maximum Bd = Bc + 30"
Minimum Bd = Maximum Dimension of Bell + 8" (Unsheeted Trench)
 - DEPTH FOR REMOVAL FOR UNSUITABLE MATERIAL SHALL BE AS REQUIRED TO REACH SUITABLE FOUNDATION. FOR ROCK OR OTHER NON-CUSHIONING MATERIAL, DEPTH SHALL BE 6" BELOW BOTTOM OF UTILITY.
 - ALL BACKFILL AND SELECT MATERIAL UNDER ALL ROADWAYS, DRIVES (INCLUDING DIRT DRIVES), AND PARKING AREAS SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180). BACKFILL AND SELECT MATERIAL UNDER ALL OTHER AREAS SHALL BE COMPACTED AS FOLLOWS: FROM BOTTOM OF TRENCH TO 12" ABOVE TOP OF PIPE - 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180). FROM 12" ABOVE TOP OF PIPE TO TOP OF BACKFILL - 90% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180)

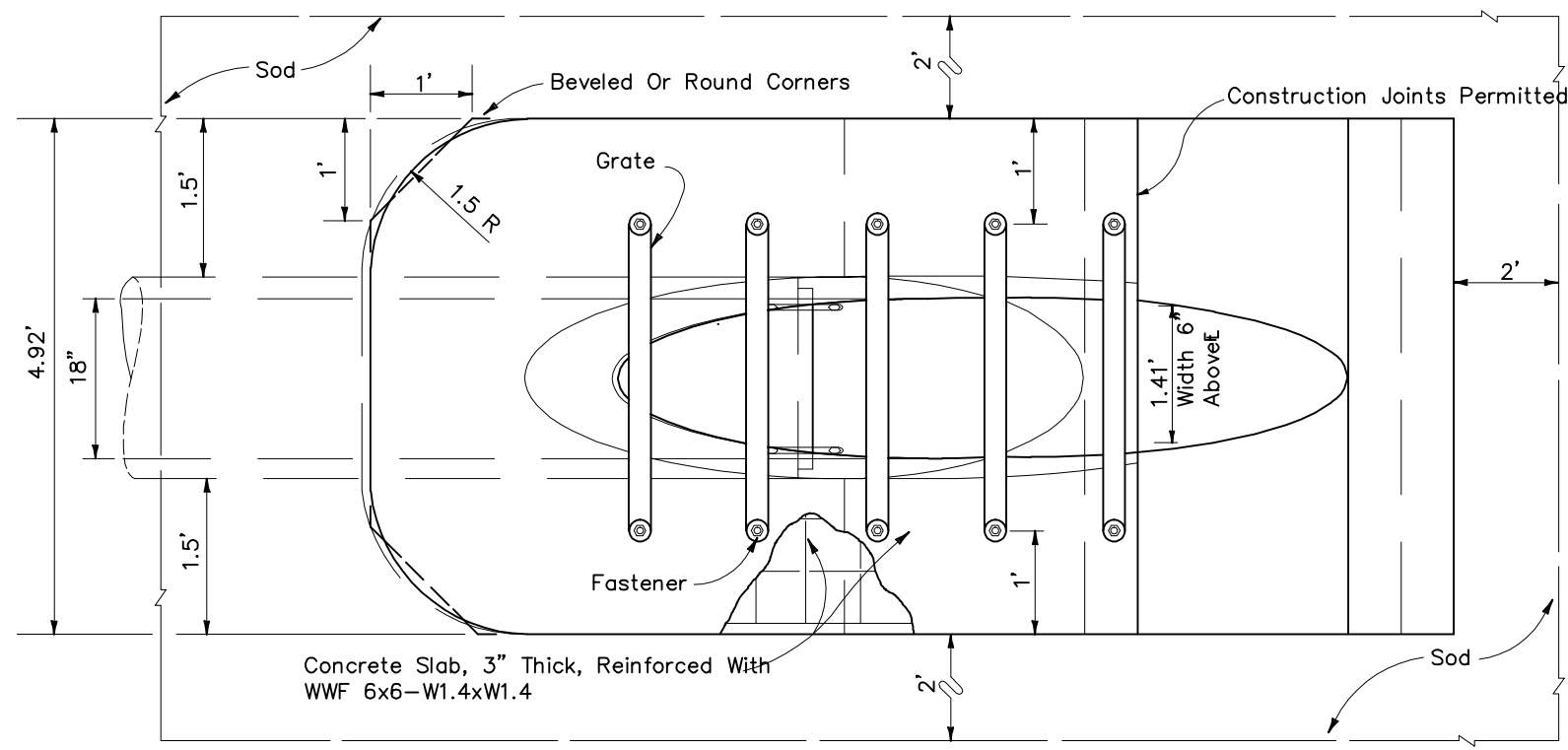


OPEN CUT AND REPAIR DETAIL
N.T.S.

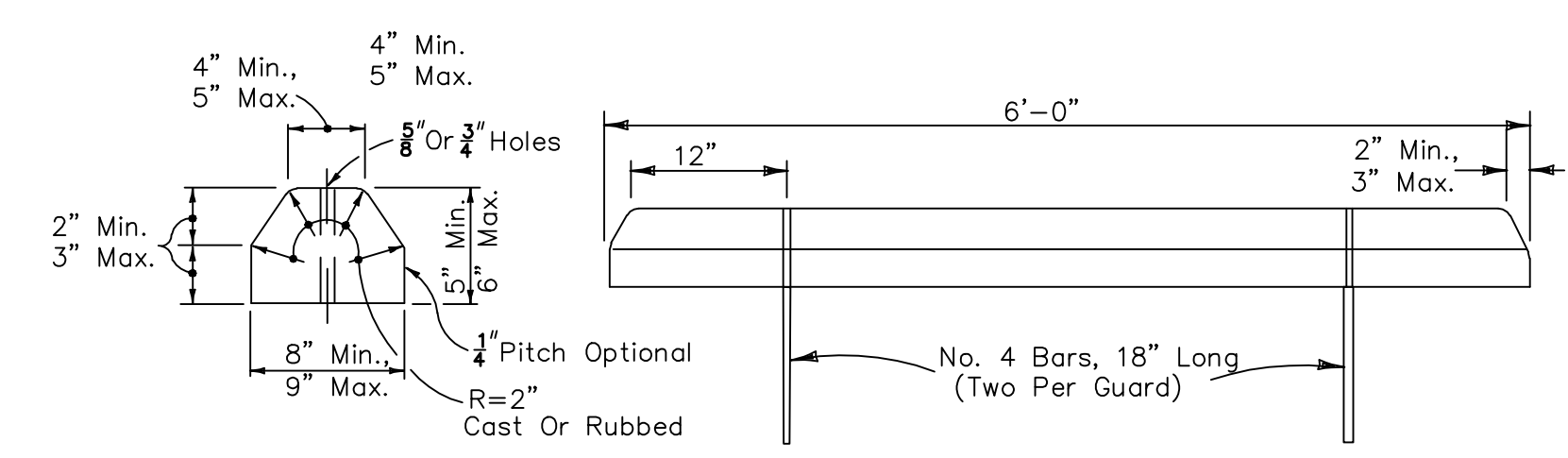
LIMEROCK, PRIMED, 98% BASE OR ALTERNATE METHOD CONSISTING OF AN 8" (MIN.) THICK 3000 PSI CONCRETE SLAB, TO SAME WIDTH, REINFORCED WITH 6x6-6/6 WWF.



DUMPSTER DETAIL
N.T.S.



MITERED END SECTION DETAIL
N.T.S.



CONCRETE BUMPER GUARD "WHEEL STOP"
N.T.S.

BUMPER GUARD SHALL BE PLACED 24" FROM FACE OF CURB

Drawn:	WSR	REVISION:	DATE:
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Date:	05-06-19		
Scale:	AS SHOWN		
File No.:	19119		

GENERAL WATER NOTES

1. WATER SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS, CLEANED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND CHAPTER 62-555 FLORIDA ADMINISTRATIVE CODE.
2. ALL PIPING SHALL BEAR THE "NSF" SEAL FOR POTABLE WATER.
3. WATER MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR PIPE SIZES 4"-12". PIPES 14" OR LARGER SHALL BE AWWA C-905, DR 18. ALL COUPLINGS, COMPOUNDS, SOLVENTS, LUBRICANTS AND PIPE PREPARATION, FOR LAYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS LATEST RECOMMENDATIONS.
4. DEPTH OF WATER LINES TO BE MINIMUM 36" BELOW FINISHED GRADE.
5. WATER MAINS TO BE LOCATED 5' FROM BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
6. ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314, F.A.C., AND APPROVED BY THE CITY.
7. ALL WATER MAINS UNDER PAVEMENT SHALL BE DUCTILE IRON AND SHALL EXTEND 5' BEYOND THE BACK OF CURB, OR DIRECTIONAL BORES, WHICH SHALL BE SDR-11 HDPE.
8. ALL SLEEVES UNDER PAVEMENT SHALL EXTEND 5' BEYOND THE BACK OF CURB.

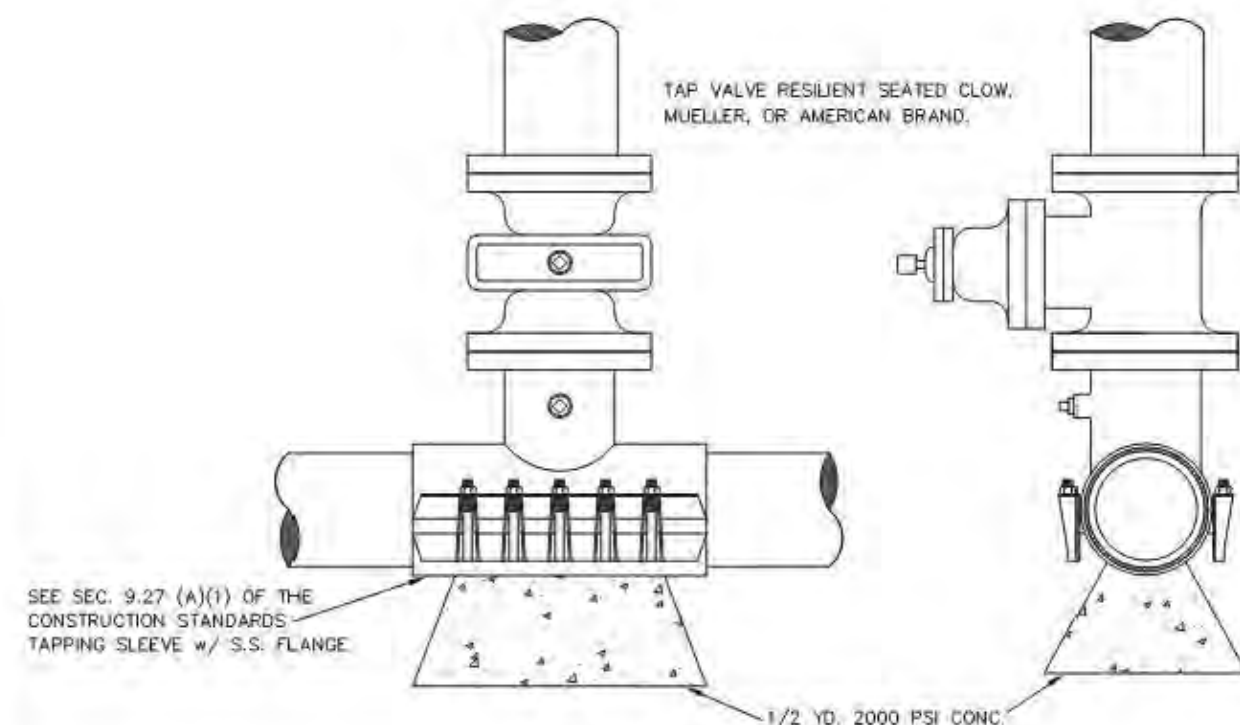
* * NOTE: MARK ALL POINTS WHERE WATER SERVICES CROSS CURB WITH A "W" MARK IN CONCRETE.



**City of Fruitland Park
Standard Details**

April 2017

Detail W-1



WET TAP SLEEVE & TAP VALVE

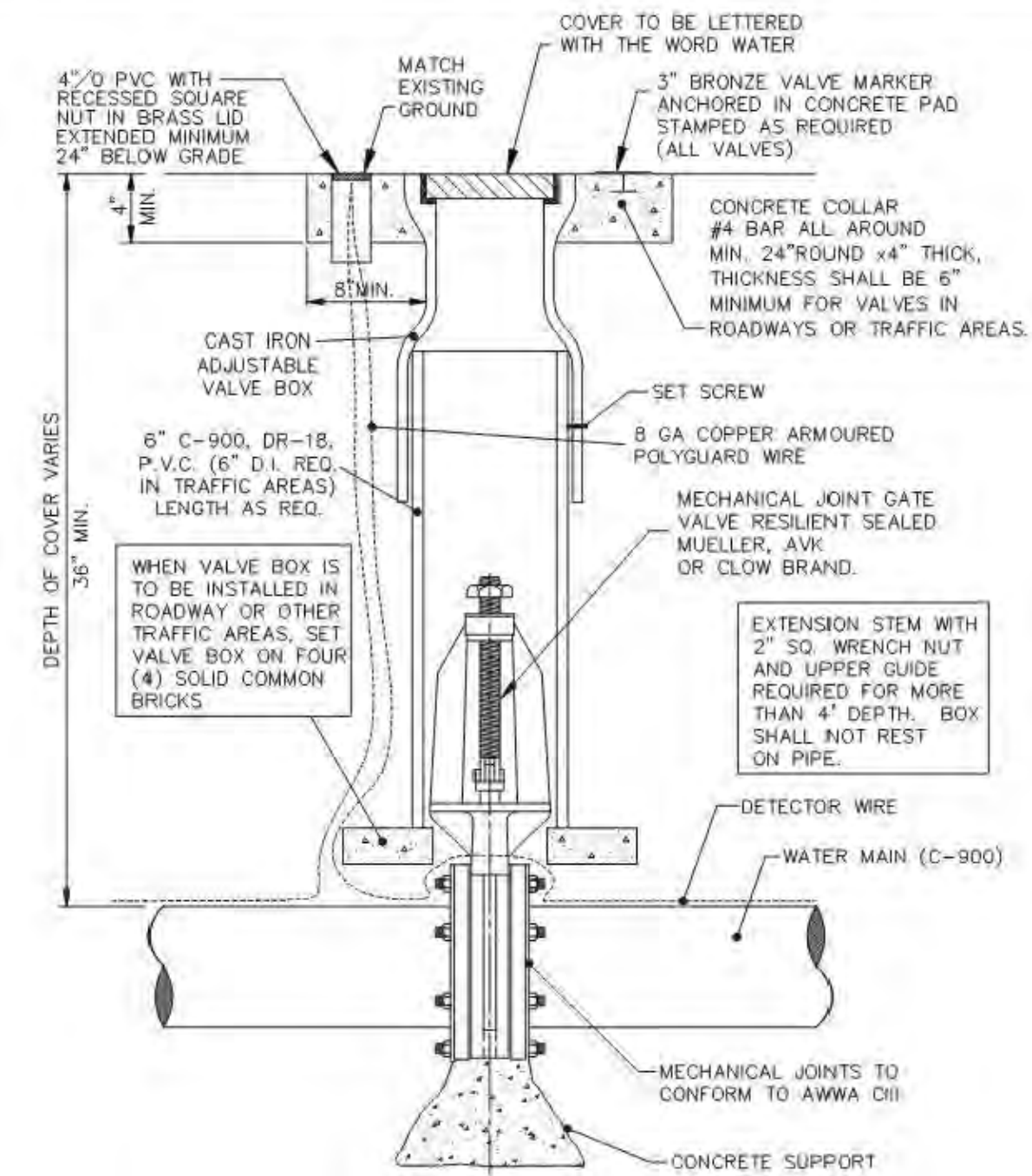
NOT TO SCALE



**City of Fruitland Park
Standard Details**

April 2017

Detail W-2



GATE VALVE & BOX

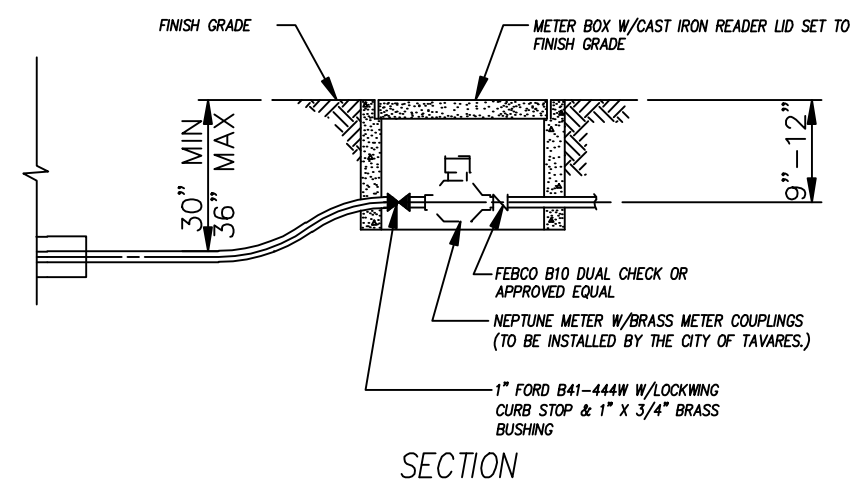
NOT TO SCALE



**City of Fruitland Park
Standard Details**

April 2017

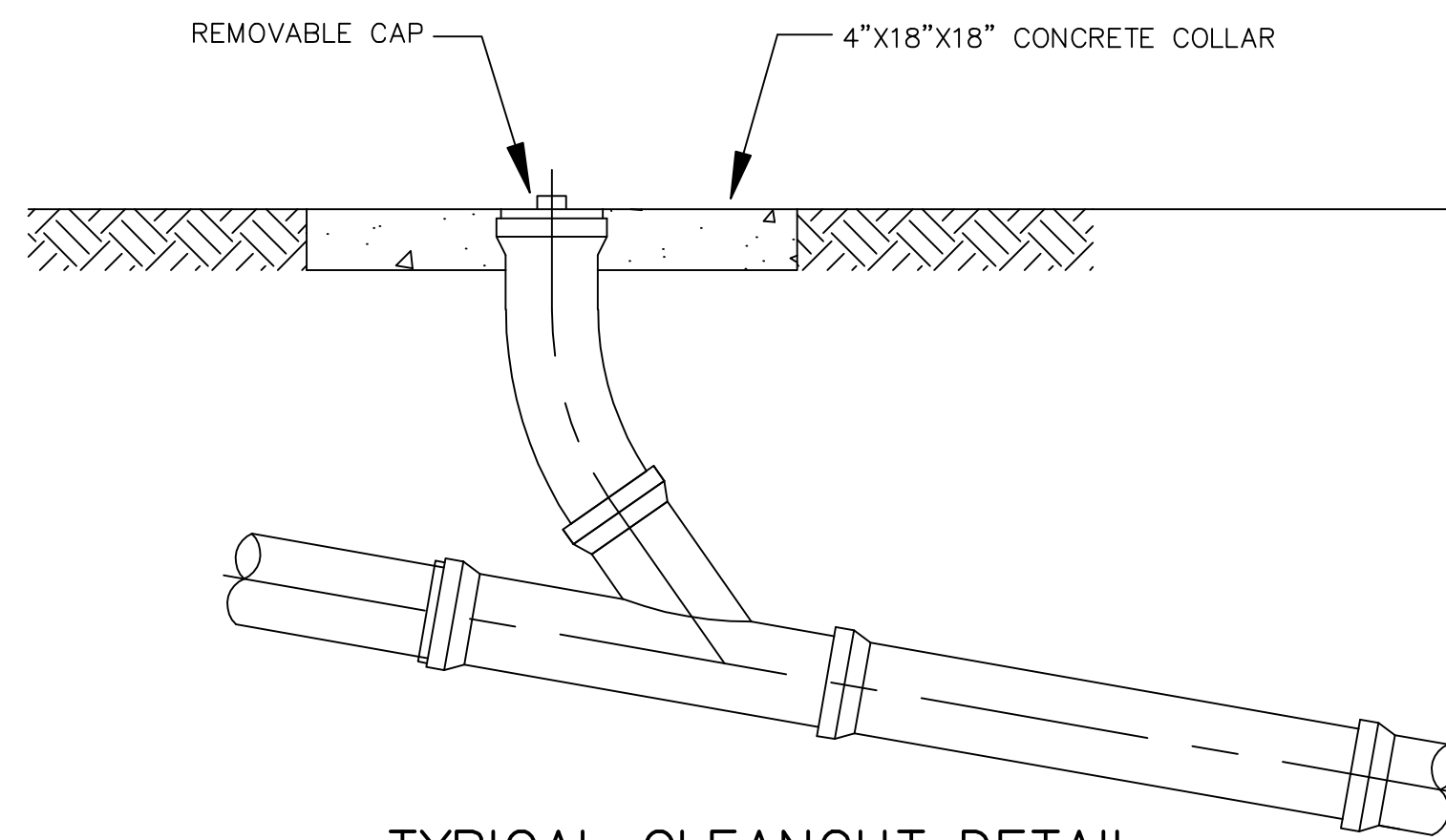
Detail W-3



WATER METER DETAIL

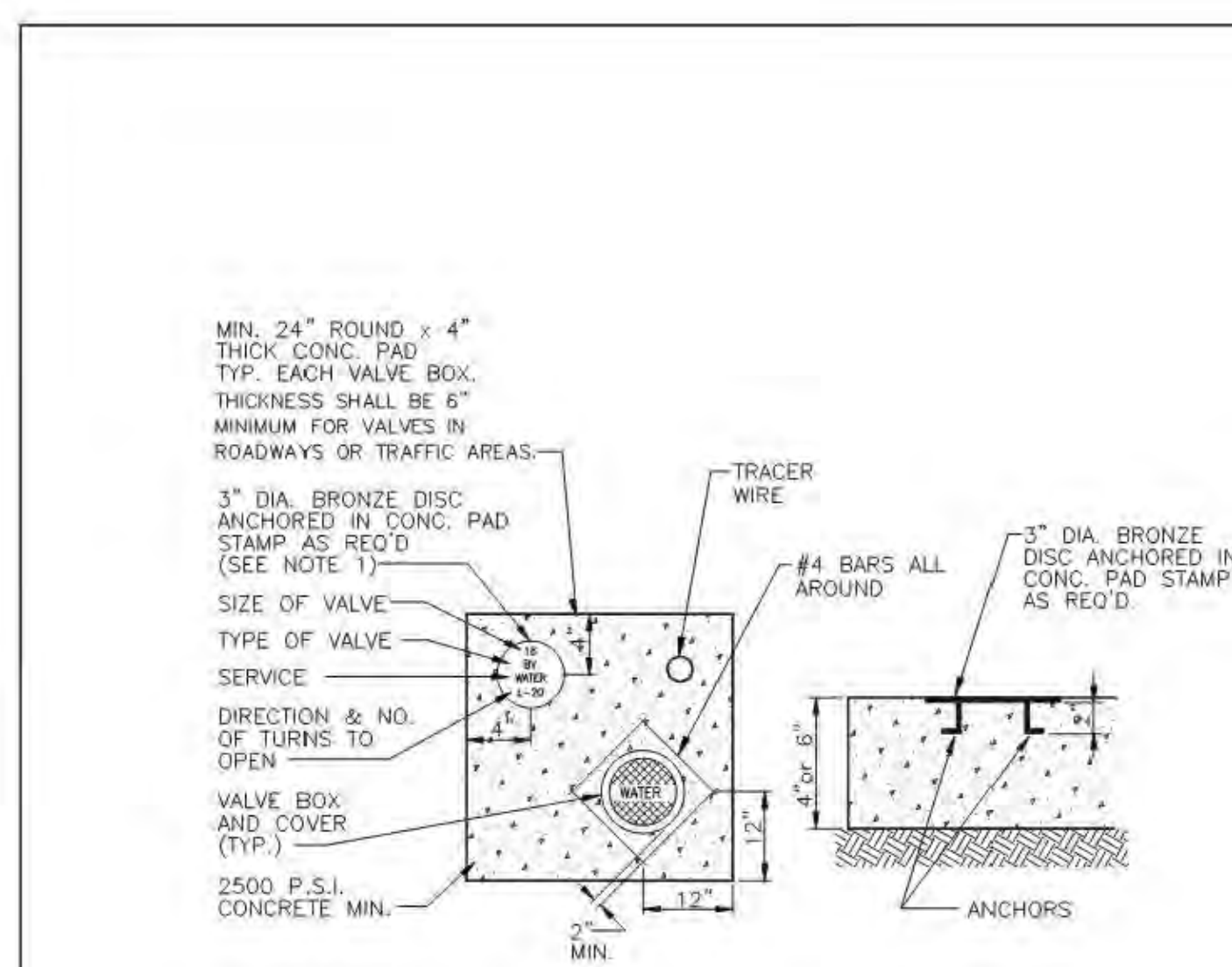
NOT TO SCALE

(NOTE: METERS TO BE INSTALLED BY CITY OF FRUITLAND PARK.)



TYPICAL CLEANOUT DETAIL

N.T.S.



VALVE COLLAR

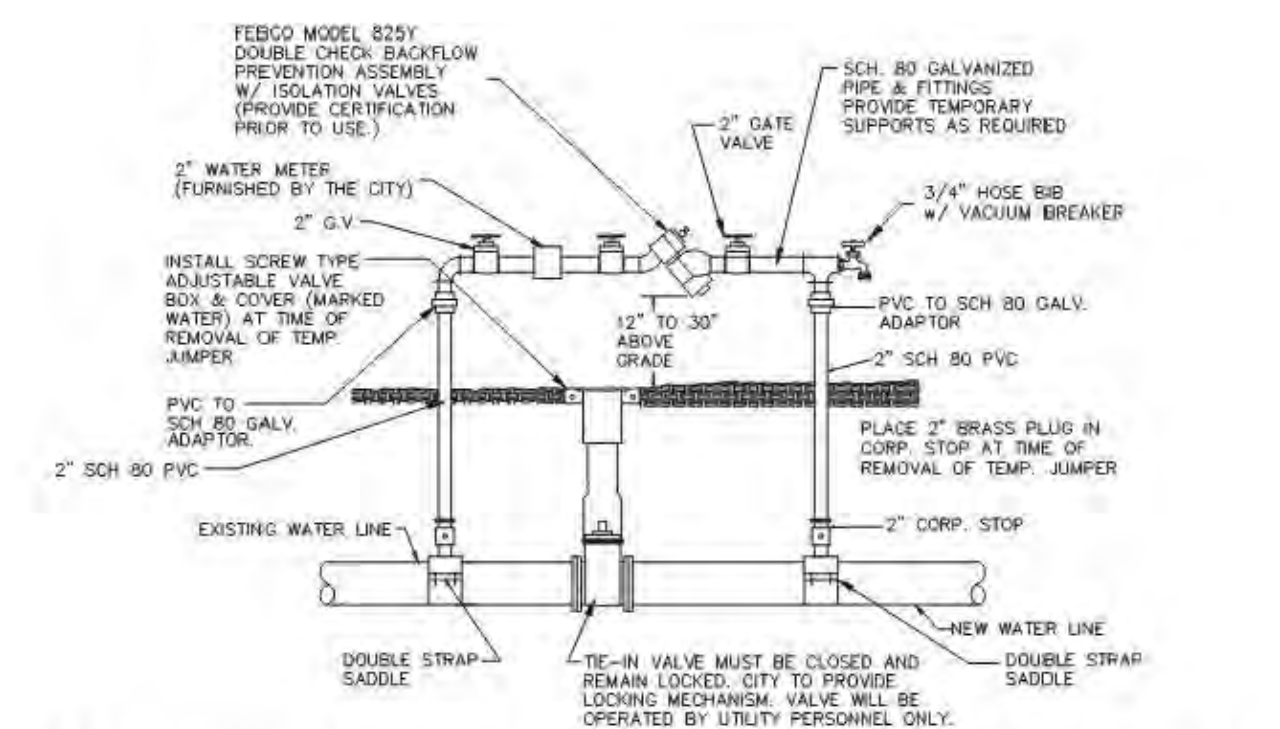
NOT TO SCALE



**City of Fruitland Park
Standard Details**

April 2017

Detail W-5



TEMPORARY JUMPER CONNECTION DETAIL

NOT TO SCALE

NOTE: LOCATION TO BE DETERMINED AT TIME OF PRECONSTRUCTION CONFERENCE W/ CITY.




**City of Fruitland Park
Standard Details**

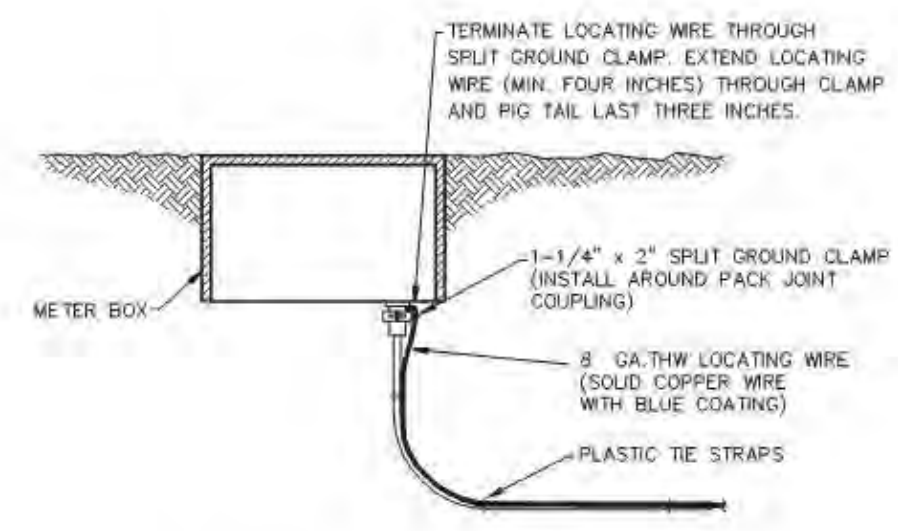
April 2017

Detail W-7


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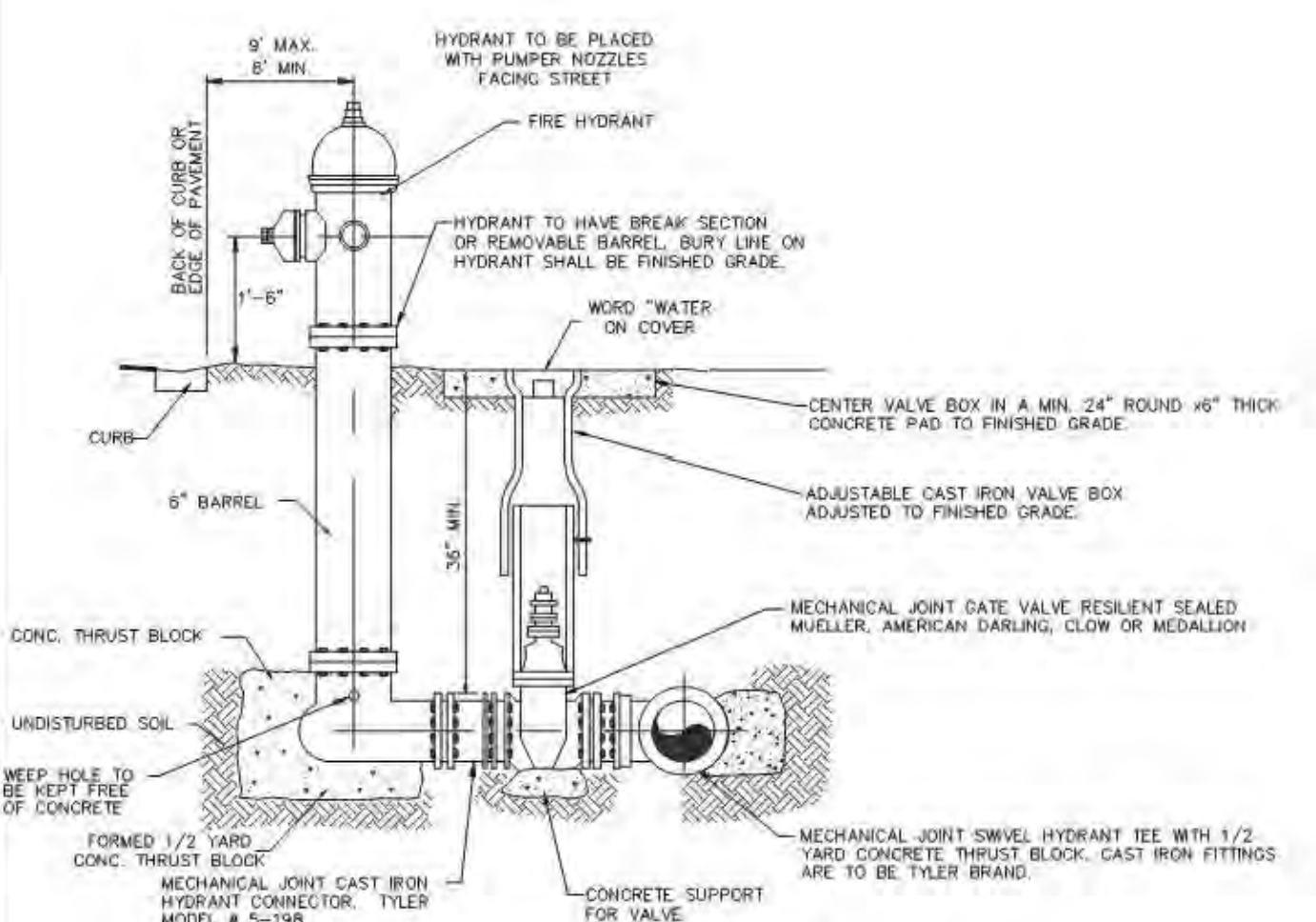
- TEMPORARY JUMPER CONNECTION NOTES**
- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
 - THE DETAILS TO BE USED FOR FILLING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, 1992 EDITION. THIS TAPPING SLLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABING PER SECTION II OF AWWA C561-92.
 - FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPART. THE UTILITY DEPARTMENT WILL BE NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.
- THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
- THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERM.
- FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
 - ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT. THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 PSI.
 - TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GREATER THAN 10 PSI.
- THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS.
 - THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER.
 - AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
- THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE RPP2 BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
 - EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 - UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
 - ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

	City of Fruitland Park Standard Details	April 2017
		Detail W-8




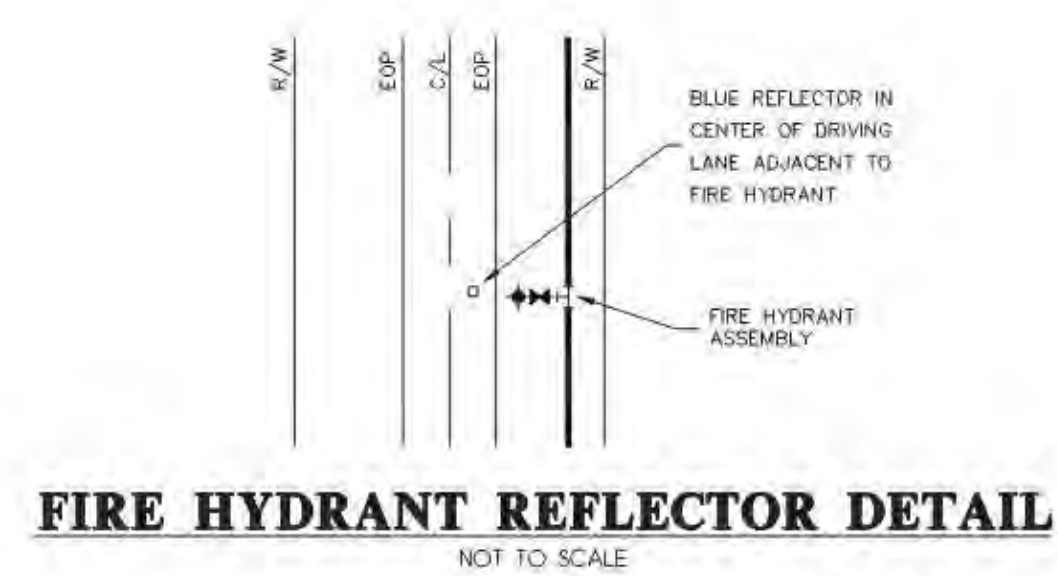
SERVICE AND METER
NOT TO SCALE

	City of Fruitland Park Standard Details	April 2017
		Detail W-10




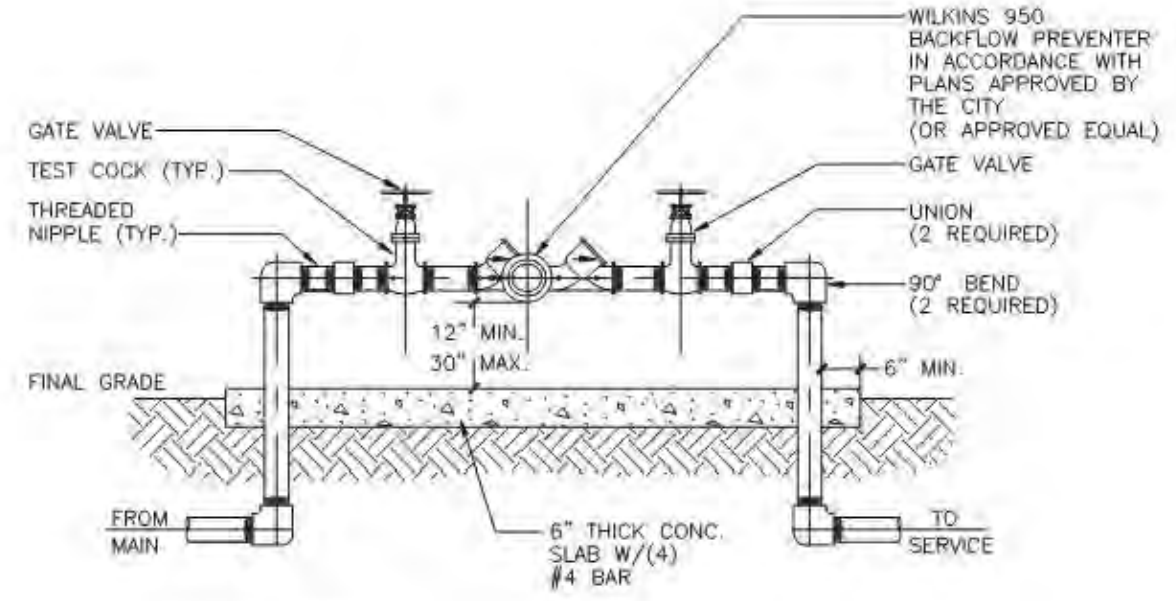
FIRE HYDRANT WITH VALVE
NOT TO SCALE (STANDARD FIRE HYDRANT ASSEMBLY)

	City of Fruitland Park Standard Details	April 2017
		Detail W-11




FIRE HYDRANT REFLECTOR DETAIL
NOT TO SCALE

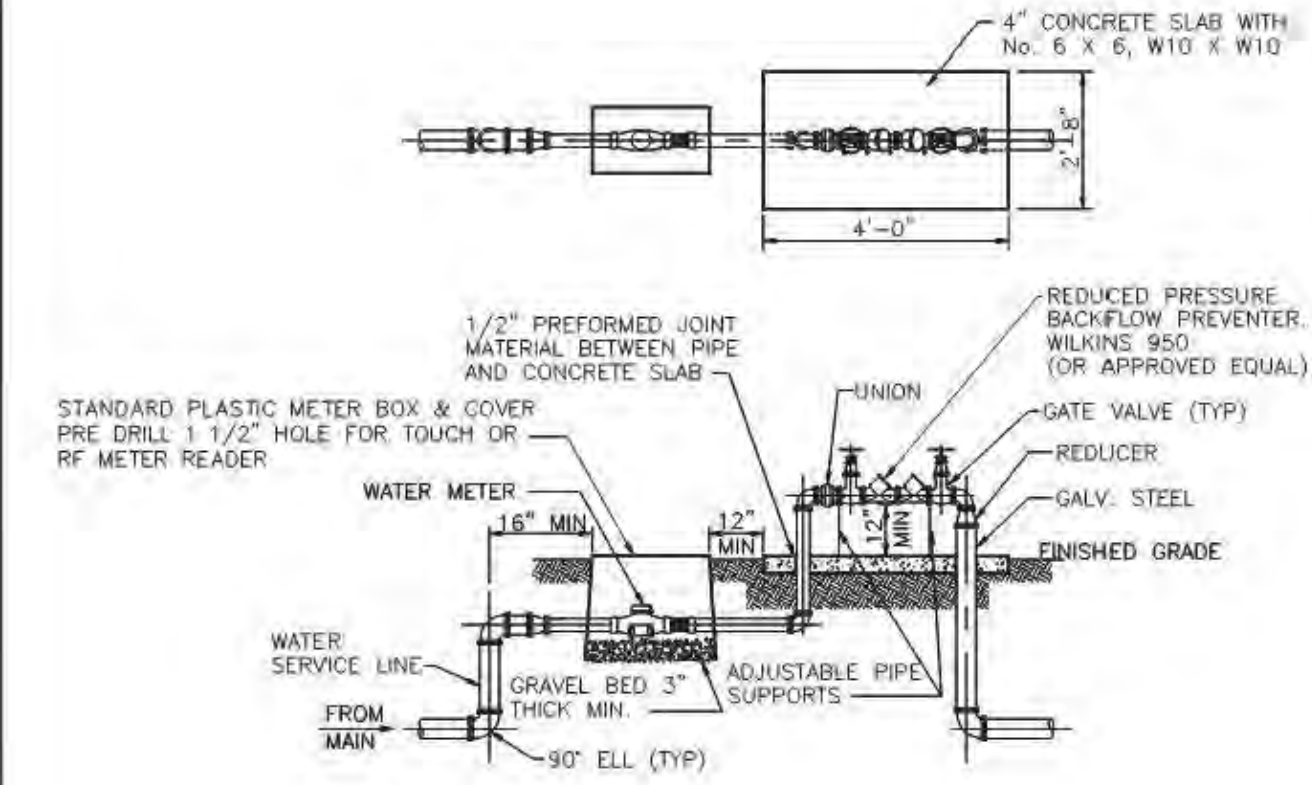
	City of Fruitland Park Standard Details	April 2017
		Detail W-12




- NOTES:
- ALL PIPE AND FITTINGS SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.
 - WHERE REUSE SERVICE IS AVAILABLE, ALL CONNECTIONS TO THE CITY POTABLE WATER SUPPLY SHALL BE EQUIPPED WITH AN RPE BACKFLOW PREVENTER.

REDUCED PRESSURE BACKFLOW PREVENTER
NOT TO SCALE

	City of Fruitland Park Standard Details	April 2017
		Detail W-16



WATER METER/BACKFLOW PREVENTER ASSEMBLY
NOT TO SCALE

	City of Fruitland Park Standard Details	April 2017
		Detail W-17

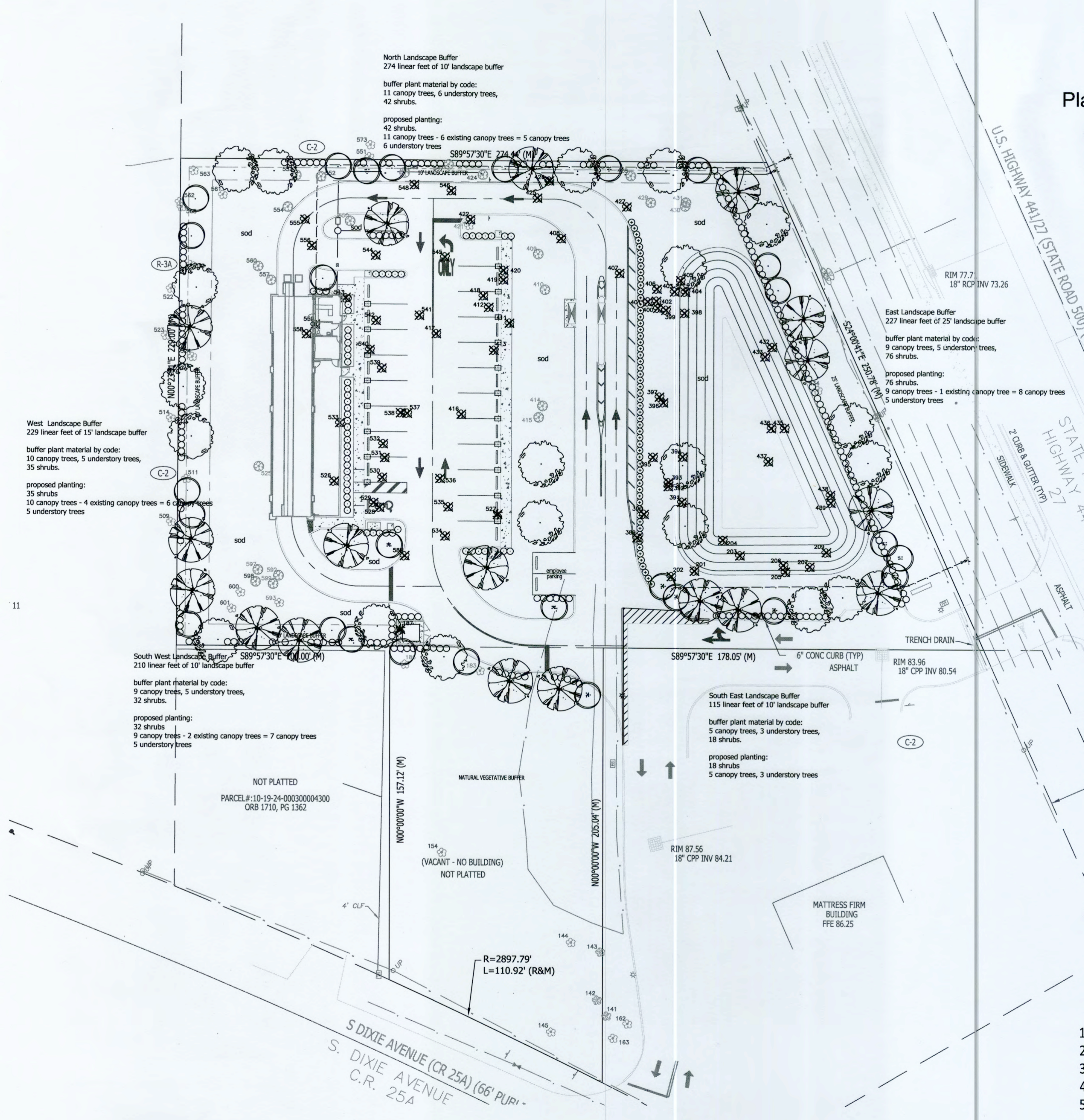
Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #20062

FRUITLAND PARK HOLDINGS, LLC
TEJANER S. GREENWALL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

IC INTERNATIONAL CARWASH
UTILITY DETAILS
US HWY 27/441 FRUITLAND PARK FL. 34731

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
DATE:

Drawn: WSR	REVISION:	DATE:
Checked: KRW		
Date: 05-06-19		
Scale: AS SHOWN		
File No.: 19119		



Plant Legend:

- 18 Quercus virginiana
Live Oak
- 20 Magnolia grandiflora
Southern Magnolia
- 11 Cercis canadensis
Eastern Redbud
- 12 Lagerstroemia indica
Muscoege Cape Myrtle
- 216 Viburnum obovatum
Walter's viburnum
- 57 Loropetalum chinense
Loropetalum Plum Dwarf
- 58 Ilex vomitoria "Shillings Dwarf"
Shillings Dwarf

Plant List:

Quantity	Common Name	Scientific Name	Soil Moisture Range	Native	Spacing	Notes
STREET TREES						
0	None Required					
TREES						
18	Southern Live Oak, Cathedral Oak	Quercus virginiana	Dry - moist	Yes	as shown	1.5" DBH, 12' oa
12	Crape myrtle	Lagerstroemia indica	Dry - moist	No	as shown	0.5" DBH, 6' oa
20	Southern magnolia	Magnolia grandiflora	Dry - moist	Yes	as shown	1.5" DBH, 12' oa
11	Eagleston Holly	Ilex attenuata 'Eagleston'	Dry - moist	Yes	as shown	0.5" DBH, 6' oa
SHRUBS						
58	Schillings Dwarf, Ilex schillings	Ilex vomitoria 'Schillings'	Dry - moist	No	3' oc	3G
57	Loropetalum, Chinese Fringe Bush	Loropetalum chinense	Dry - moist	No	3' oc	3G
216	Walter's viburnum	Viburnum obovatum	Dry - moist	Yes	4' oc	3G
GROUND COVER						
	Bahia Sod					

INSTALLATION AND MAINTENANCE NOTES

- The work consists of the complete plant material installation as shown on the drawings and as herein specified. The work shall include, but is not limited to, the supplying of all plant material specified, the furnishing of all labor, equipment, appliances and materials called for, and in performing all operations in connection with the landscape specifications as shown on this plan. Further, the work shall include the maintaining of all plants and planting areas until phase acceptance by the owner, and fulfilling of all guarantee provisions as herein specified.
- Adjustments to planter beds as shown on plans may be necessary due to walk locations, berming, relationship to roadways, etc. Plant material may need to be added or subtracted in the field. The contractor shall be responsible for the final plant count upon completion of the job. The final plant count will be submitted to the owner prior to final payment.
- The contractor shall fully acquaint themselves with the related site grading, water supply, electrical supply, and other utilities to preclude any misunderstanding and facilitate a trouble free installation.
- No substitution shall be made without written permission of the owner.
- In the event of a variation between the plant list and the number of plants shown on the plans, contact the Project Landscape Architect immediately.
- Plant materials will be inspected at the job site by the owner. When inspected work does not comply with the specified requirements, the contractor shall replace rejected work and continue specified maintenance until the work is inspected and found acceptable and remove rejected plants and materials from the job site within 48 hours.
- All materials shall be installed in a neat and workmanlike manner. The owner or his landscape architect reserves the right to direct the removal and replacement of any items which, in his opinion, do not present an orderly and reasonably neat or workmanlike appearance, provided such items can be installed in an orderly way by the usual method of such work.
- All plant material shall be Florida No. 1 grade or better as defined in "Grades and Standards for Nursery Plants", Parts 1 and 2, as published by the Florida Department of Agriculture and Consumer Services, and shall conform to AHS standards for nursery stock (see 260, 3-1986).
- All planting beds shall be mulched with 3" of pine bark nuggets, 100% organic, of the highest grade.
- All trees 8" or larger shall be staked or guyed. Staking materials and methods shall be submitted to the Owner for approval prior to installation.
- Planting soil shall consist of the existing soil amended if required.
- Fertilizer shall be quick release, water soluble and shall conform to the applicable state of Florida fertilizer laws. The contractor shall submit to the owner or landscape architect a fertilization certification.

A. IRRIGATION NOTES

- The plans and drawings are diagrams of the work to be performed. The work shall be executed in a manner to avoid conflicts with utilities and other elements of construction, including landscape materials. Any and all deviations shall be brought to the attention of the owner or owners. The contractor shall not willfully install any aspect of the irrigation system as shown on the plans and drawings when it is obvious in the field that obstructions, grade differences, or discrepancies exist that might not have been known during the design of the irrigation system. In the event that notification of the conflict is not given to the representative, the contractor will assume full responsibility for all revisions.
- Irrigation system shall be installed in accordance with the plans, irrigation system specifications and all contract documents. Contractor shall comply with all prevailing local codes, ordinances and regulations.
- Check and verify all site conditions, including service utility locations, prior to trenching or digging. Coordinate all irrigation system construction with existing and / or new plantings to avoid conflict or interference with location piping, sleeving, cables and service utilities. The irrigation contractor is responsible for coordinating installation with all other construction on site especially landscape installation. Irrigation system is to be relocated for no additional cost for any conflict with landscape installation or any other site construction or existing conditions. All components that are not contained within the specific areas shown on the drawings will not be accepted. All piping and other components are to remain within the property of the OWNER.
- Where existing or new trees, light standards, signs, electronic controllers and / or other objects are on obstruction to an irrigation sprinkler's pattern, the component and piping shall be relocated as necessary to obtain proper coverage without damaging the obstruction. Landscape architect or representative to determine if obstruction occurs at all.
- Component spacings are maximum. Do not exceed spacing shown or noted on the plans. Component spacing may be changed to accommodate changes in terrain and planting layout as long as the modified spacings do not exceed the spacings shown in the plans. Unless shown otherwise, irrigation contractor shall provide 100% coverage.
- All materials and equipment shown shall be detailed on the plans. If the drawing do not thoroughly describe the techniques to be used, the installer shall follow the installation methods/instructions recommended by their manufacturer.
- Irrigation contractor shall adjust all sprinklers, controller and other operating characteristics, including coverage, operating pressure, flow rates and operation time, as indicated on the drawings and on the irrigation system specifications. Adjust all sprinklers to avoid overwater of water onto buildings, roadways, sidewalks or existing native vegetation.
- Contractor to provide installation shop drawings and manufacturer product information for all irrigation components. All installation shall be as recommended by manufacturers. The quantities shown in the legends and symbol sheets shall be used for bidding purposes. The contractor will be responsible for conducting a comprehensive take-off of materials to determine the actual quantities of materials necessary to execute the work described on the plans and drawings.
- All trenches shall be backfilled with clean, debris-free materials. Clean sand shall be used for bedding materials if parent soil can not adequately rid of rock and other extraneous debris. Pulling pipe may be utilized where applicable.
- All solvent welding shall be preceded by priming of the fittings and pipe as recommended by the manufacturer.
- Contractor and label / number all zone valve covers with corresponding controller zone number and isolation valve box with record drawing numbers.

B. MAINLINE & PIPING

- All irrigation main(s) & submain(s) shall be Class 200 PVC Purple Pantone Reclaimed pipe with solvent weld fittings. All pipes used downstream of each remote control valve shall be Class 200 PVC Purple Pantone reclaimed pipe or higher solvent weld pipe. Unless shown otherwise.
- The depth of all lines shall be 18" minimum cover for mainline and 12" minimum cover for lateral lines as specified per plans and details. Measurements shall be from top of pipe(s) to finish grade. Contractor will be responsible for retrenching and relaying any piping not meeting specified depths.
- All piping stubouts for future zone expansions shall have the capped end within a 6" valve box.

C. SLEEVING

- All sleeves for mainline to be Sch. 40 PVC. All sleeves for lateral lines to be twice the diameter of piping to be installed.
- Irrigation contractor shall coordinate with general contractor for the location of sleeving crossings whether shown or not. At no time shall wiring share the same sleeve with main(s) or other piping.
- All sleeving shall extend (12") beyond the edge of the surface requiring sleeving.
- All wiring sleeves shall be Sch. 40 (2") or as sized per plan.

D. CONTROL SYSTEM

Controller shall be completely electric in operation. Controller shall be installed and wired in accordance with manufacturer's published instructions. Controller shall be capable of operating from an independent power supply. Primary shall be 110V a.c. 60Hz or 230V, 50Hz.

E. REMOTE CONTROL VALVES

- All control valves shall be Hunter and installed as close as possible to the mainline(s) or submain(s) piping. Controller valves shall be type and size as specified herein and indicated on the drawings.

F. DRIP TUBE

- Drip tube to be Hunter inline drip tubing 1 GPH on 12" centers Purple Reclaimed piping.

GENERAL IRRIGATION NOTES

- Connect to irrigation to lowest quality water source available.
- Install backflow preventer as required
- Irrigation system controller will be installed with rain sensor and back-up battery.
- Shrub and tree irrigation to be Hunter Drip Line and poly line with emitters as shown in details
- Automatic irrigation system to provide 100% coverage of shrubs and trees only.
- All trees shall be on a separate irrigation zone from shrubs. Tree zone to be turned off after tree establishment.
- Sod to be irrigated by hand until established.
- Site work contractor to provide 4" Sch 40 PPVC chase pipes at pavement crossings
- Irrigation pressure and volume are unknown at this time
- Irrigation contractor to adjust system design to match water pressure and volume available.

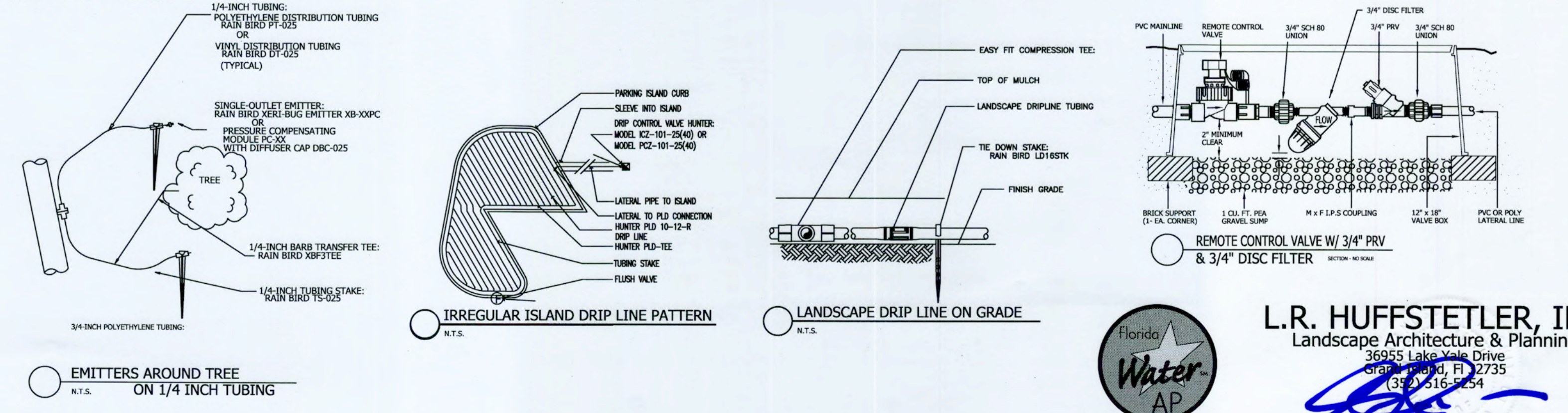
TREE REMOVAL

Remove 75 trees as indicated by X
Required Replacement 25% = 19 canopy trees
Replacement Trees Provided = 38 canopy trees

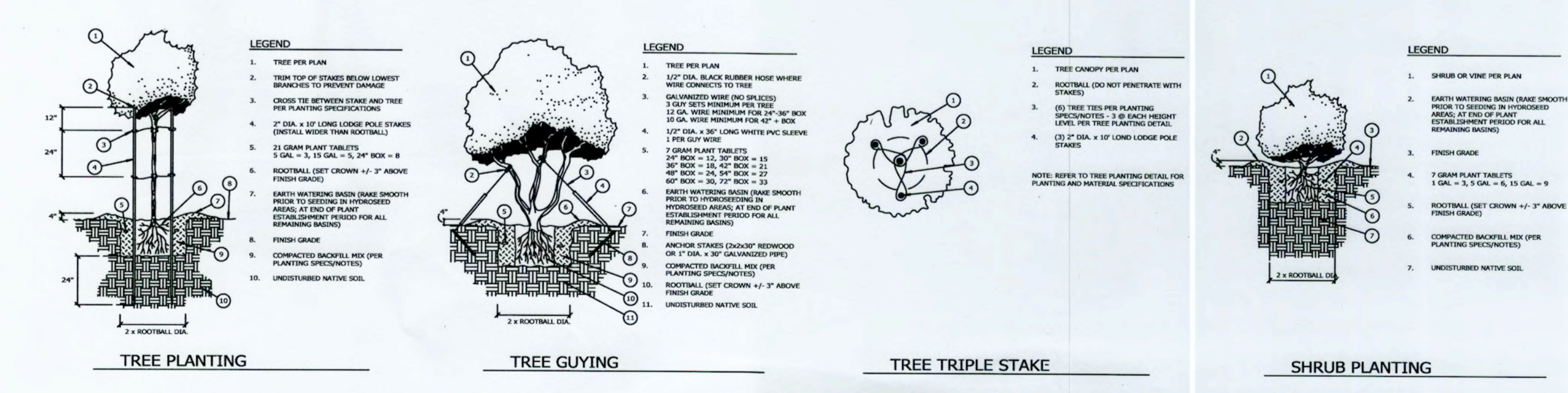
GENERAL LANDSCAPE NOTES

- Canopy trees to be from preferred list.
- Understory trees to be from preferred list.
- Shrubs to be 3 gal. minimum 30" tall from preferred list.
- Installation of trees and shrubs shall comply with standard nursery practice.
- Landscaping to meet all Applicable Florida Friendly requirements.

Irrigation Details:



Planting Details:



Wicks Engineering Services, Inc.
225 West Main Street, Tallahassee, Florida 32378
www.wicksengineering.com (352) 343-8667
C.A. #50082

FRUITLAND PARK HOLDINGS, LLC
TEJINDER S. GREWAL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

IC International Car Wash
Landscape and Irrigation Plan
Lake County, Florida

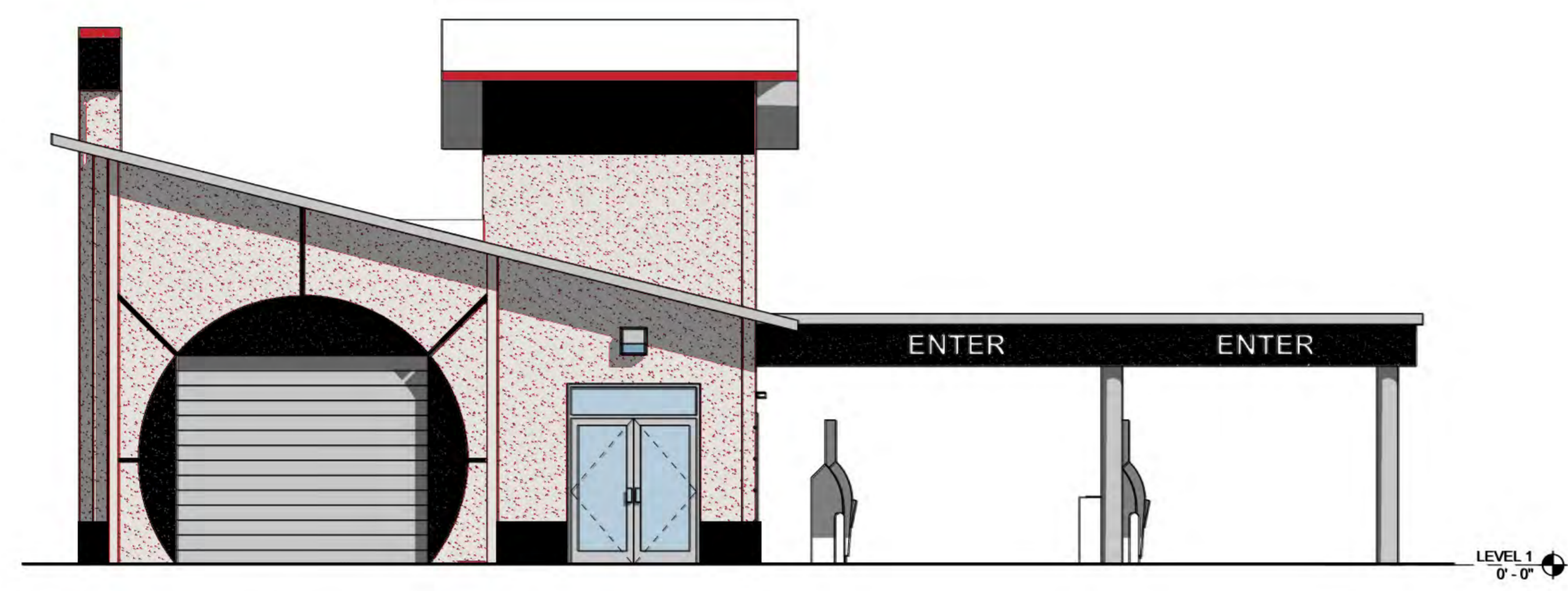
Drawn: BH	REVISION: DATE:
Checked: BH	06-05-18 remove drive
Date: 05-31-19	02-24-19 site revisions
Scale: 1" = 30'	05-31-19 site revisions
File No.: 17136	
	Sheet: 1 Of: 1

L.R. HUFFSTETLER, INC.
Landscape Architecture & Planning
36955 Lake Vista Drive
Orlando, Florida 32735
(352) 215-5252

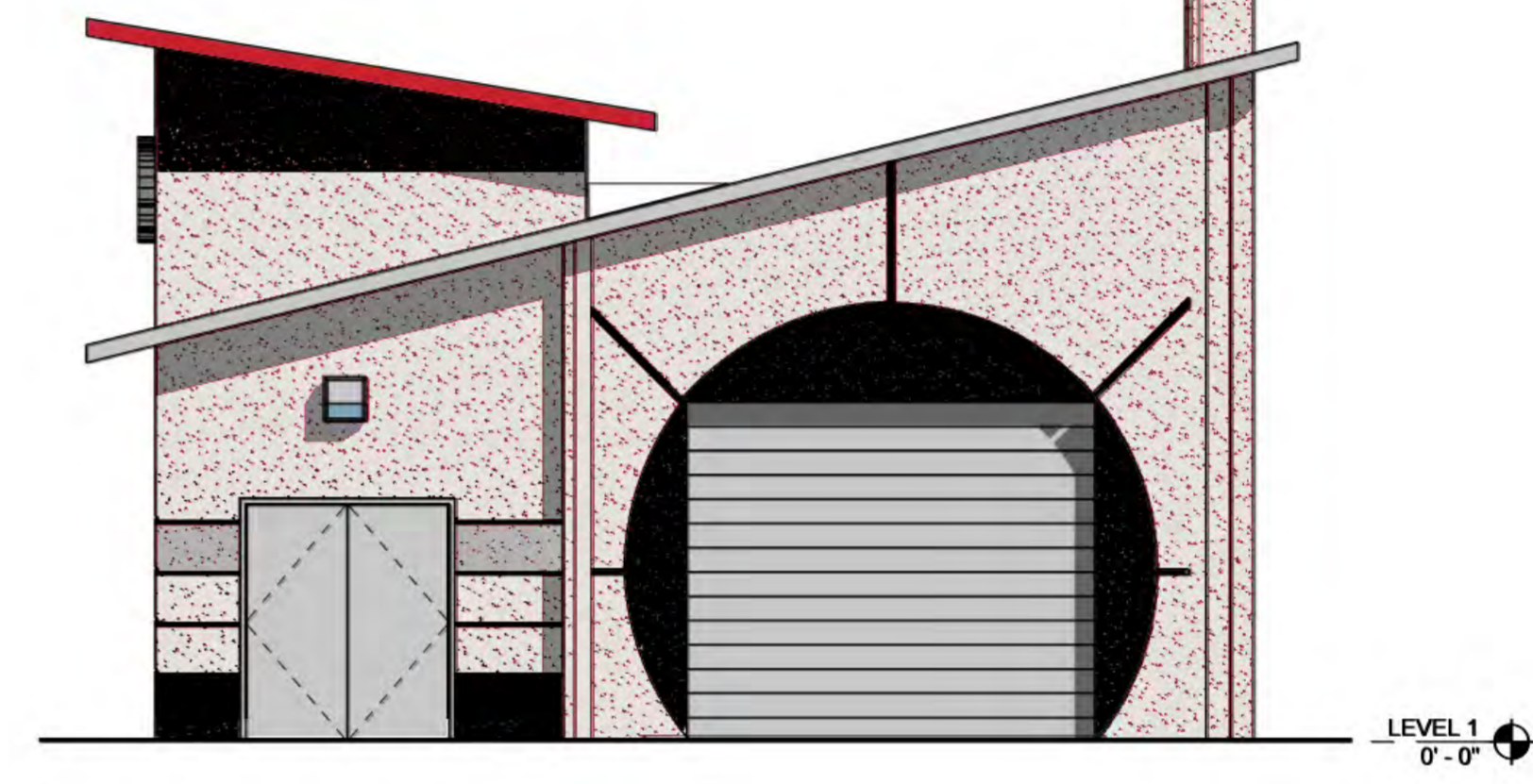


- PAINTED STUCCO
- METAL LOUVER
- PAINTED STUCCO W/REVEALS
- STOREFRONT GLAZING
- PAINTED CONCRETE COLUMN
- PAINTED STUCCO

1 Elevation
3/16" = 1'-0"



2 Elevation WASH PAY STATION
3/16" = 1'-0"

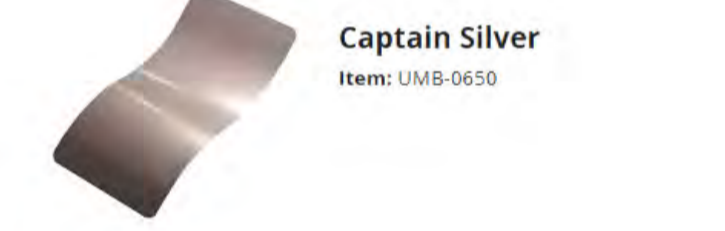


3 Elevation - TUNNEL ENTRY -
3/16" = 1'-0"

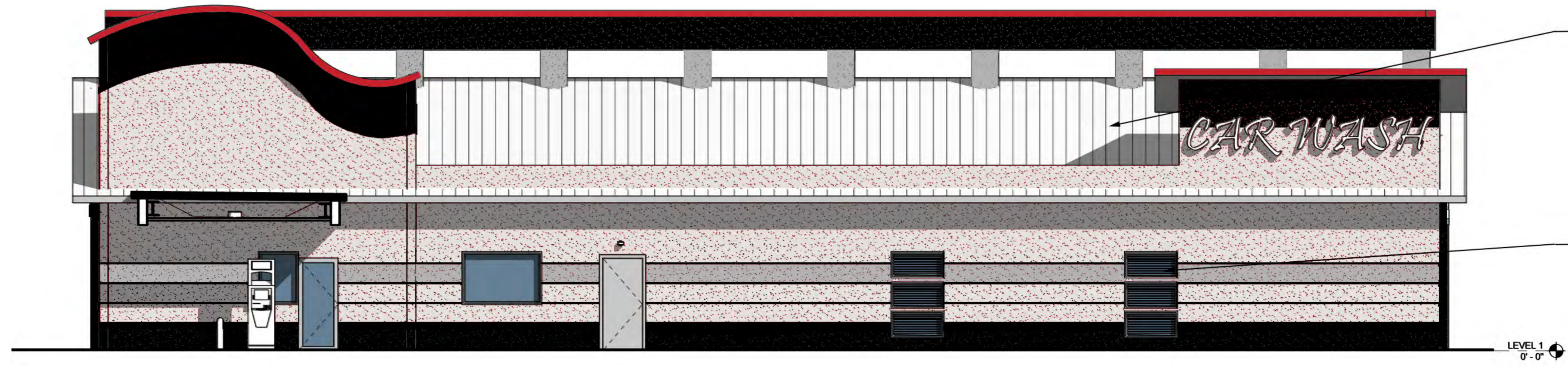
WALLS:
STUCCO PAINTED:

- SW 6358 TRICOIN BLACK
 - SW 6844 REAL RED
 - SW 7053 ELIJAH GRAY
 - SW 7066 EXTRA WHITE
- PAINT FACADE
PER ELEVATIONS
UTILIZING PAINT
COLORS SHOWN.

METAL LOUVERS
AND DOORS:
POWDER COATED:



ROOF:
BERRIDGE STANDING SEAM
SHASTA WHITE



METAL ROOF

METAL LOUVER

4 Elevation
3/16" = 1'-0"

Jeff Gaither, Architect
4101 Woodlynne Lane
Orlando, FL 32812
(407) 342-5895

Jeff Gaither
AR33666

Revision Schedule		
Revision Number	Revision Description	Revision Date

US 27-441 FRUITLAND PARK	
CAR WASH	
BUILDING ELEVATIONS	
Project number	16-042
Date	3-23-2017
Drawn by	Author
Checked by	Checker
A501	
Scale	As indicated

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

SITE PLAN

Owner: Fruitland Park Holdings, LLC

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

General Location: West of US 27/441 and north of Dixie Ave.

Number of Acres: 1.7 ± acres

Existing Zoning: Commercial (C-2)

Existing Land Use: Highway Commercial

Date: August 21, 2019

Description of Project

The owners are seeking approval of the site plan for a 3,200 square foot car wash facility which is a single tunnel automatic carwash with no detailing provided. The facility will house a small office for employees only which is not accessible to customers. Vacuum stations are provided.

	Surrounding Zoning	Surrounding Land Use
North	C-2	Commercial High Intensity
South	C-2	Commercial High Intensity
East	C-2	Commercial High Intensity
West	C-2 and R-3A	Commercial and Multi-family High Density

Assessment

Please be advised that a separate sign permit will be required. Prior to construction, an updated environmental assessment shall be required.

Recommendation

Staff recommends approval.

VIA EMAIL tkelley@fruitlandpark.org

August 13, 2019

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

RE: IC INTERNATIONAL CARWASH, FRUITLAND PARK, FL, LAKE COUNTY

Dear Ms. Kelley:

Based upon my review of the most recently submitted material, I recommend approval of the site plan with the following conditions.

1. The FDOT drainage permit shall be provided to the city prior to construction.

This condition should be met prior to issuance of a building permit.

Should you have any questions, please feel free to contact our office.

Sincerely,



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

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

ITEM TITLE: **Second Reading and Public Hearing – Ordinance 2019-013 Utility Service Provision Outside Municipal Boundaries**

For the Meeting of: October 10, 2019
Submitted by: City Manager/City Attorney
Date Submitted: September 24, 2019
Funds Required: Yes
Account Number: N/A
Amount Required: Fiscal Impact: FY 2018-19, \$71.02
Balance Remaining: N/A
Attachments: Yes, proposed Ordinance 2019-013, advertising receipt, and proof of affidavit.

Item Description: Second reading and public hearing to enact proposed Ordinance 2019-013. The first reading was held on September 26, 2019

Action to be Taken: **Enact Ordinance 2019-013 to become effective immediately as provided by law.**

Staff's Recommendation: Approval

Additional Comments:

City Manager Review:

Mayor Authorization:

ORDINANCE 2019-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 50.04 IN CHAPTER 50 OF THE CODE OF ORDINANCES TO REQUIRE COUNTY PROPERTY OWNERS TO EXECUTE VOLUNTARY ANNEXATION PETITIONS IN RETURN FOR CITY UTILITIES AS ALLOWED BY LAW; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, grants municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the provision of utility service is a proprietary function, and whether to provide service to nonresidents is within the City's discretion, provided the decision is nondiscriminatory; and

WHEREAS, providing utility services outside the municipal boundaries of Fruitland Park without the benefit of the tax revenues associated with the property may impact the City's ability to ensure continued adequate utility service to its residents; and

WHEREAS, in order to plan for future improvements to its utility system and other capital infrastructure, it is important for the City to know which properties will be available for annexation in the future, and have control over future development of those unincorporated areas to ensure capacity is reserved for future residents; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to adopt a policy requiring annexation in exchange for utility service by the City; and

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

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.** Section 50.04, in Chapter 50 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 50.04. - Creation of utility service zone; connection required.

- (A) Pursuant to the provisions of F.S. § 180.02(3), the following described area is hereby designated as the city utility service zone or area: Bounded on the north by the south side of Lake Ella Road and Eagles Nest Road, east to the shore line of Lake Griffin, south to the proposed North Leesburg bypass, west to the Sumter County line.
- (B) All persons or corporations living or doing business within the area designated by division (A) above shall connect, when available, into the utility system when constructed, erected, extended, and operating in the designated area by the city in accordance with the pertinent ordinances of the city, state or any other that may hereinafter be enacted.
- (C) Service outside city. Water and/or sewer service may be provided to property located outside of the city subject to the owner executing an agreement to annex the property whenever annexation is permitted by law. The agreement shall be recorded in the public records and shall constitute an application to annex the property. However, properties inside the city shall have the first priority. All applications for service outside the city shall be reviewed by the city manager or designee, who shall approve such service only if an adequate supply of water and/or sewer capacity is available to meet the needs in the city. The city manager or designee shall review and technically approve all service line sizes and all other necessary design components.

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 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

Passed First Reading: September 26, 2019
Passed Second Reading:

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 # 906179** in the matter of **ORDINANCE 2019-013**, was published in said newspaper in the issues of

SEPTEMBER 30, 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.

Sheryl Dufour

(Signature Of Affiant)

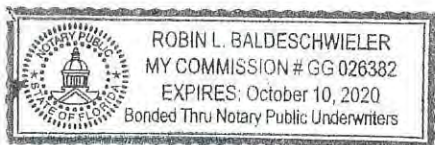
Sworn to and subscribed before me this 2
day October 2019.

Robin L. Baldeschwieler

Robin L. Baldeschwieler, Notary

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

Attach Notice Here



ORDINANCE 2019-013
AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY BRYAN MANTZ; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 26, 2019.)

This ordinance will be presented for public hearing second reading by the Fruitland Park City Commission at its regular meeting to be held on Thursday, October 10, 2019 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public. This ordinance may be reviewed or copies of same obtained from the city clerk's office at city hall.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least three (3) business days prior to the hearing. (Florida Statutes 286.26)

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. (Florida Statutes 286.0105)
#906179 September 30, 2019

Advertising Receipt

The Villages Daily Sun

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 09/27/2019
Ad #: 00906179
Salesperson: RB Ad Taker: RB

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
ORDINANCE 2019-013 AN	09/30/2019	09/30/2019	1	71.02	0.00	71.02

Ad Text:

ORDINANCE 2019-013
AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY BRYAN MANTZ; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 26, 2019.)

Payment Reference:

Total: 71.02
Tax: 0.00
Net: 71.02
Prepaid: 0.00

Total Due 71.02

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6c-e

ITEM TITLE: **Quasi-Judicial Public Hearings**

For the Meeting of: October 10, 2019

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

Date Submitted: October 1, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes, Quasi-Judicial Hearing Establishment

Item Description: **Quasi-Judicial Hearing Establishment Ordinance 2004-014 and Florida Statutes 286**

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:

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.



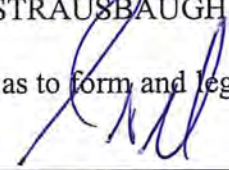
JOHN L. GUNTER, JR., VICE MAYOR

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.

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

ITEM TITLE: Ordinance 2019-008 Annexation
For the Meeting of: October 10, 2019
Submitted by: City Attorney/City Manager/Community Development Director
Date Submitted: October 2, 2019
Funds Required: Yes, Fiscal Impact: FY 2018-19: \$224.72
Attachments: Yes. Proposed Ordinance 2019-008 to include legal description and site location map; proof of advertisement (affidavit not available at the time of distribution), and Ordinance 2007-032.

Item Description: Proposed Ordinance 2019-008 amending the boundaries of the City of Fruitland Park to include approximately 6.69 acres of land referred to as the City Soccer Field. In Ordinance 2007-032 the City Commission approved annexation and rezoning; however the annexation was not recognized by Lake County due to an error in the legal description.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended approval of the annexation.

Action to be Taken: Approve Ordinance 2019-008

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review:

Mayor Authorization:

ORDINANCE 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Ordinance 2007-032 the City Commission approved annexation and rezoning of a parcel of real property owned by the City of Fruitland Park; however, the annexation was not recognized by Lake County due to an error in the legal description;

WHEREAS, the required notice of the proposed annexation has been properly published and provided to the Lake County Board of County Commissioners; and

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

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

Section 1.

The following described property consisting of approximately 6.64 acres of land generally located west of U.S. Highway 441, north of Shiloh Street and west of Dixie Avenue, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See Exhibit A attached hereto.

Parcel Alternate Key No. 3857646

Parcel Id. No. 04-19-24-0001-000-11800

A map of the property is attached hereto as Exhibit B.

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. 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 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. 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.

(SEAL)

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____

EXHIBIT "A"

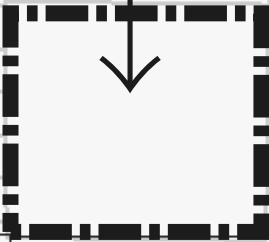
LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



Site Location



BREEZE LN

COOKE DR

REGISTER RD

ELM AVE

HICKORY AVE

MAPLE AVE

MARY SUE ST

MIKE AVE

SHILOH ST

OAKWOOD LN

CENTURY AVE

N DIXIE AVE

COLLEGE AVE

SUNNY CT

LEWIS ST

US HWY 27/451

Advertising Receipt

The Villages Daily Sun

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

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PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 09/06/2019
Ad #: 00902982
Salesperson: 55 Ad Taker: 55

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	09/11/2019	10/09/2019	2	112.36	0.00	224.72

Ad Text:

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS

Payment Reference:

Total: 224.72
Tax: 0.00
Net: 224.72
Prepaid: 0.00

Total Due 224.72

**NOTICE OF PUBLIC
HEARINGS
ORDINANCE 2019-008**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; 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 September 19, 2019 at 6:00 p.m.
Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 24, 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.



ORDINANCE 2007-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "LM" (LIGHT INDUSTRIAL) TO "PFD" (PUBLIC FACILITIES DISTRICT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of owner, the City of Fruitland Park, requesting that real property be annexed into and made a part of the City of Fruitland Park and rezoned from Lake County "A" (Agriculture) and "LM" (Light Industrial) to "PFD" (Public Facilities District) within the city limits of Fruitland Park; and

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

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 6.69± acres generally located west of U.S. Highway 441, on the north side of Shiloh Street, and east of Dixie Avenue, more particularly described below and contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park:

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PFD" (Public Facilities District.)

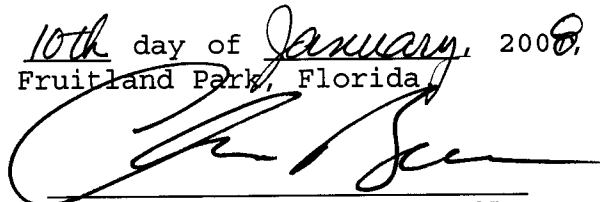
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. 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 Ordinance.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the parcel annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida



CHRISTOPHER J. BELL, MAYOR

ATTEST:

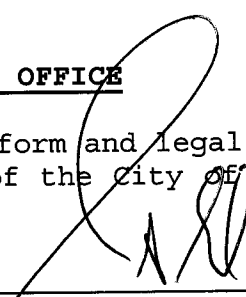

LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.



Scott A. Gerken, City Attorney

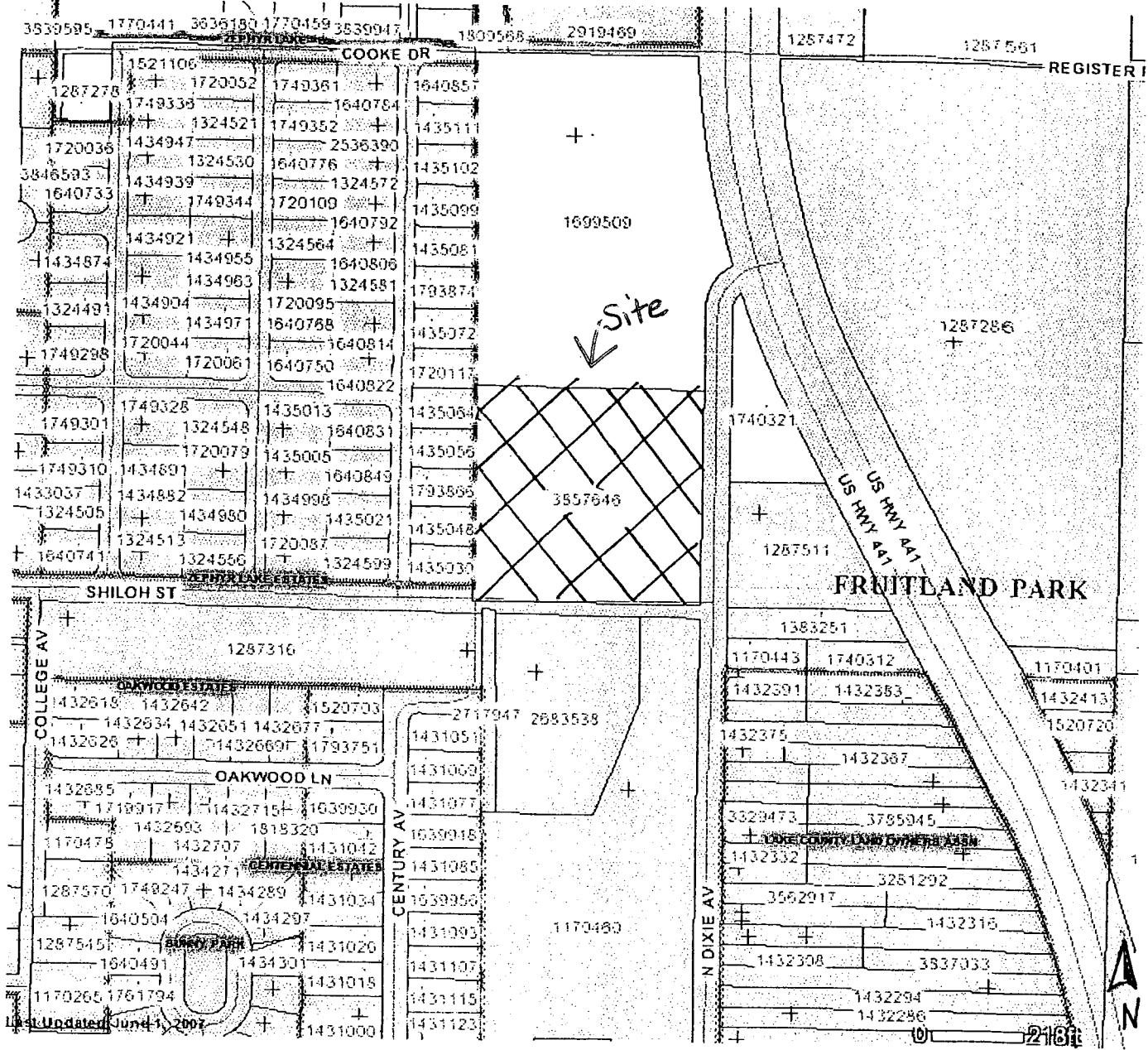
Date

1/10/08

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284

Attachment to Ordinance 2007-032



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

ITEM TITLE: Ordinance 2019-009 Comp Plan Amendment
For the Meeting of: October 10, 2019
Submitted by: City Attorney/City Manager/Community Development Director
Date Submitted: October 2, 2019
Funds Required: Yes, Fiscal Impact: FY 2018-19, \$258.64
Attachments: Yes. Proposed Ordinance 2019-009 to include legal description and site location map; proof of advertisement (affidavit not available at time of distribution), Ordinance 2007-033.

Item Description: Proposed Ordinance 2019-009 correcting a scrivener's error in the legal description of Ordinance 2007-033.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended approval of Ordinance 2009-009.

Action to be Taken: Approve Ordinance 2019-009

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review:

Mayor Authorization:

ORDINANCE 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Ordinance 2007-033 the City Commission approved changing the future land use designation of a parcel of real property owned by the City of Fruitland Park from Urban to Institutional; and

WHEREAS, it was recently discovered that the legal description attached to Ordinance 2007-033 is incorrect, therefore, the City desires to process this ordinance to correct the legal description; and

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

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

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

Section 1: The following described property consisting of approximately 6.69 ± acres generally located west of U.S. Hwy 441 on the north side of Shiloh and west of Dixie Avenue as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Institutional under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

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

Section 5. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. Repeal

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

Section 7. Adoption

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

Section 8. Effective Date

This ordinance shall become effective upon the 31st day after adoption unless timely challenged, and then will become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3187, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____

(SEAL)

EXHIBIT "A"

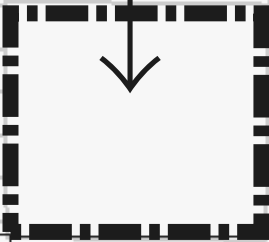
LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



Site Location



BREEZE LN

COOKE DR

REGISTER RD

ELM AVE

HICKORY AVE

MAPLE AVE

MARY SUE ST

MIKE AVE

SHILOH ST

OAKWOOD LN

CENTURY AVE

N DIXIE AVE

COLLEGE AVE

SUNNY CT

LEWIS ST

US HWY 27/451

Advertising Receipt

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1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 09/06/2019
Ad #: 00902984
Salesperson: 55 Ad Taker: 55

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	09/11/2019	10/09/2019	2	129.32	0.00	258.64

Ad Text:

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 +

Payment Reference:

Total: 258.64
Tax: 0.00
Net: 258.64
Prepaid: 0.00

Total Due 258.64

**NOTICE OF PUBLIC
HEARINGS
ORDINANCE 2019-009**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 + ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park Planning & Zoning Board Meeting on September 19, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Land Planning Agency Meeting on October 10, 2019 at 6:15 p.m.

Fruitland Park City Commission Meeting on October 24, 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.



ORDINANCE 2007-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM "URBAN" TO "INSTITUTIONAL" ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, NORTH OF SHILOH STREET, AND WEST OF N. DIXIE AVENUE; PROVIDING FOR CONTINGENCIES; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of the City of Fruitland Park, as owner, requesting that real property be assigned a Future Land Use designation of "Institutional" within the city limits of Fruitland Park; and

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

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have found that the proposed amendment is consistent with the Comprehensive Plan of the City of Fruitland Park.

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The approximately 6.69± acres generally located west of U.S. Highway 441, north of Shiloh Street and west of Dixie Avenue within the City limits and more particularly described as follows:

[See attached Exhibit "A"]

shall be assigned a land use designation of "Institutional" under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated by reference herein.

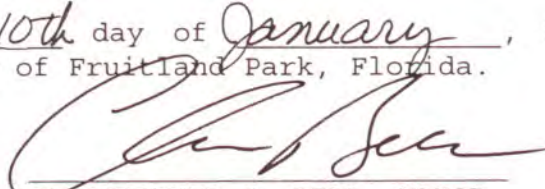
Section 2. The land use designation provided in Section 1 is contingent upon review and approval by the Florida Department of Community Affairs.

Section 3. The City Clerk is hereby directed to transmit a copy of this Ordinance to the Department of Community Affairs for the State of Florida pursuant to Chapter 163, Florida Statutes.

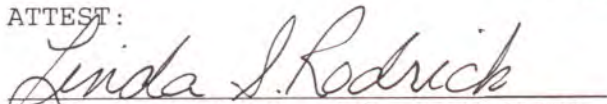
Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 5. The effective date of this plan amendment shall be 31 days after adoption. If this plan amendment is challenged within 30 days of adoption, such amendment shall not become effective until the Department of Community Affairs or the Administration Commission, respectively, issues a final order determining the adopted plan amendment to be in compliance.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida.


CHRISTOPHER J. BELL, MAYOR

ATTEST:

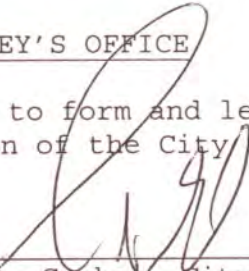

LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.

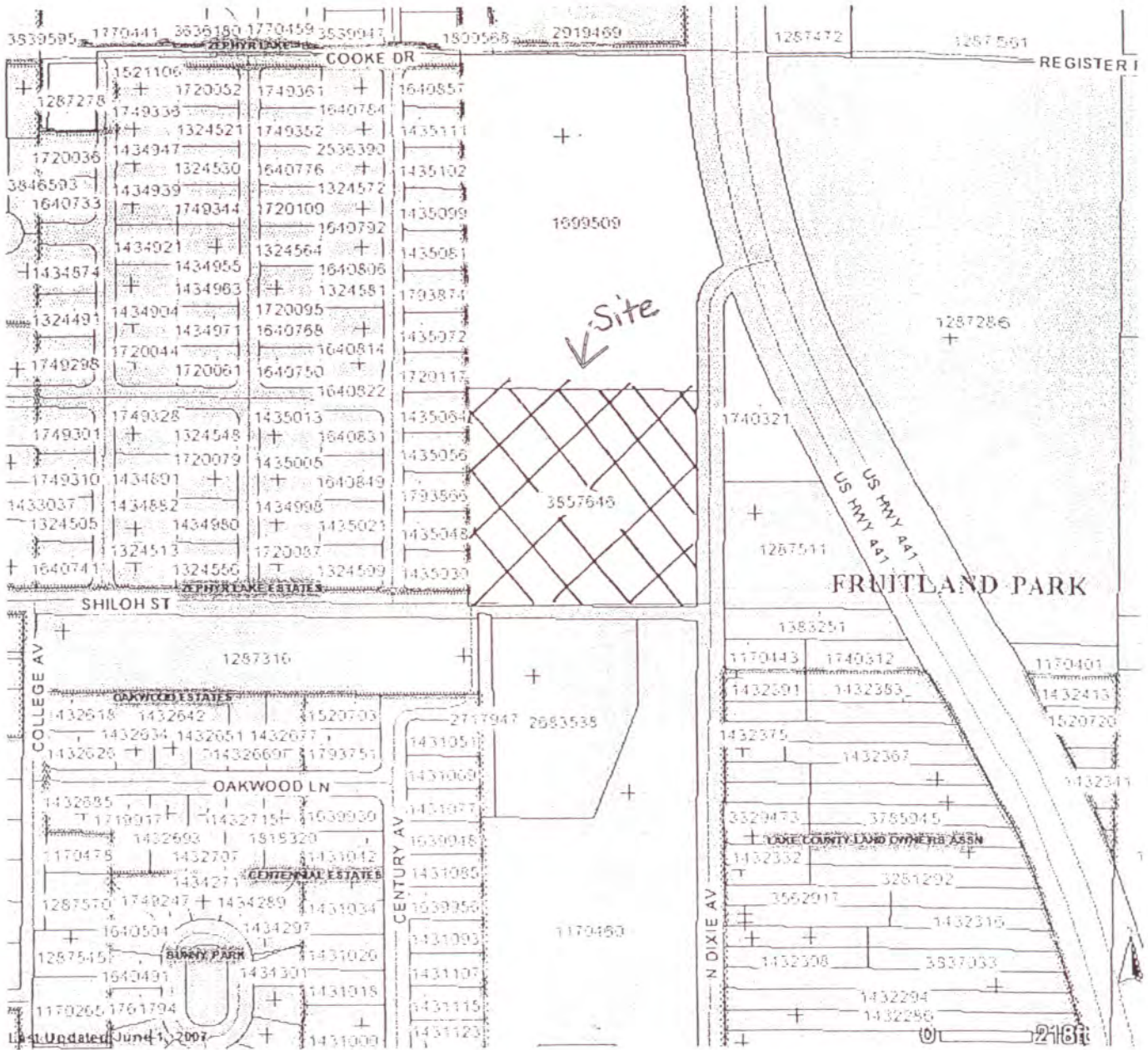


Scott A. Gerken, City Attorney

1/10/08

Date

- City Property Annex + CPA -



Updated Jun 4, 2007

218'

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284

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

ITEM TITLE: Quasi-Judicial Public Hearing First Reading – Ordinance 2019-007 Rezoning

For the Meeting of: October 10, 2019

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

Date Submitted: October 2, 2019

Funds Required: Yes, Fiscal Impact: FY 2018-19: \$302.00

Attachments: Yes. Proposed Ordinance 2019-007 to include legal description, site location map, proof of advertisement affidavit not available at time of printing, Ordinance 2007-032.

Item Description: Proposed Ordinance 2019-007 rezoning approximately 6.69 acres from R-2 to Public Facilities District. Previous Ordinance 2007-032 was enacted with the incorrect legal description on January 10, 2008.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended approval of the rezoning.

Action to be Taken: Approve Ordinance 2019-007

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review:

Mayor Authorization:

ORDINANCE 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 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.

WHEREAS, a petition has been submitted by the City of Fruitland Park as Owner, requesting that approximately 6.69+/- acres of real property generally located west of Dixie Avenue and north of Shiloh Street (the "Property") be rezoned from R-2 to Public Facilities District within the city limits of Fruitland Park; and

WHEREAS, the property has a future land use designation of Institutional as shown on the City of Fruitland Park's Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning is consistent with the future land use designation.

WHEREAS, the required notice of the proposed rezoning has been properly provided; 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. Rezoning.

That the zoning classification of the following described property, being situated in the City of Fruitland Park, Florida, shall be hereafter be designated as **Public Facilities District** as defined in the Fruitland Park Land Development Regulations. The property is more particularly depicted in **Exhibit A** attached hereto and incorporated herein and more particularly described as:

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—

707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.

Parcel Alternate Key No. 3857646

Parcel Id. No. 04-19-24-0001-000-11800

Containing approximately 6.69 +/- acres, more or less.

Section 2. Zoning Classification.

That the Property shall be designated as Public Facilities District in accordance with Land Development Code of the City of Fruitland Park, Florida.

Section 3. Consistent with Comprehensive Plan.

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

Section 4. Official Zoning Map.

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

Section 5. Severability.

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

Section 6. Scrivener's Errors.

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

Section 7. Conflict.

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

Section 8. Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption 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.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

Attest:

Approved as to form and legality:

Esther B. Coulson, City Clerk

Anita Geraci-Carver, City Attorney

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)
Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Second Reading _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



BREEZE LN

COOKE DR

REGISTER RD

ELM AVE

HICKORY AVE

MAPLE AVE

Site Location

MARY SUE ST

MIKE AVE

SHILOH ST

US HWY 27/451

OAKWOOD LN

COLLEGE AVE

CENTURY AVE

N DIXIE AVE

LEWIS ST

SUNNY CT

RECEIVED

SEP 13 2019

CITY OF FRUITLAND PARK The Villages Daily Sun

1/1

Advertising Invoice

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct. #: 06101497
Phone #: (352)360-6727
Post Date: 09/11/2019
Due Date: 10/27/2019
Invoice #: 305169563
PO #:

Ad #	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00903035	529344 NOPH 2019-007	09/11/2019	10/9/2019	1	302.00	0.00	302.00



Submitted to
finance dept
9/13/19 (RT)

Please return a copy with payment

Total Due

302.00

A Service Charge of 1 1/2 percent per month may be added to items not paid in 30 days.

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 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 proposed Ordinance will be considered at the following public meetings:

Fruitland Park Planning & Zoning Board Meeting on September 19, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 24, 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.

ORDINANCE 2007-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "LM" (LIGHT INDUSTRIAL) TO "PFD" (PUBLIC FACILITIES DISTRICT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of owner, the City of Fruitland Park, requesting that real property be annexed into and made a part of the City of Fruitland Park and rezoned from Lake County "A" (Agriculture) and "LM" (Light Industrial) to "PFD" (Public Facilities District) within the city limits of Fruitland Park; and

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

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 6.69± acres generally located west of U.S. Highway 441, on the north side of Shiloh Street, and east of Dixie Avenue, more particularly described below and contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park:

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PFD" (Public Facilities District.)

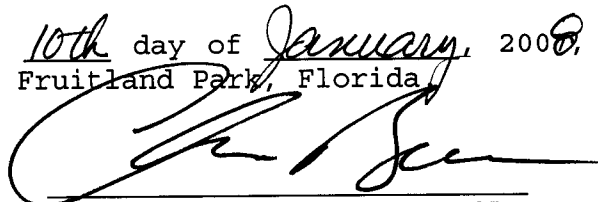
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. 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 Ordinance.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the parcel annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida



CHRISTOPHER J. BELL, MAYOR

ATTEST:

Linda S. Rodrick
LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.

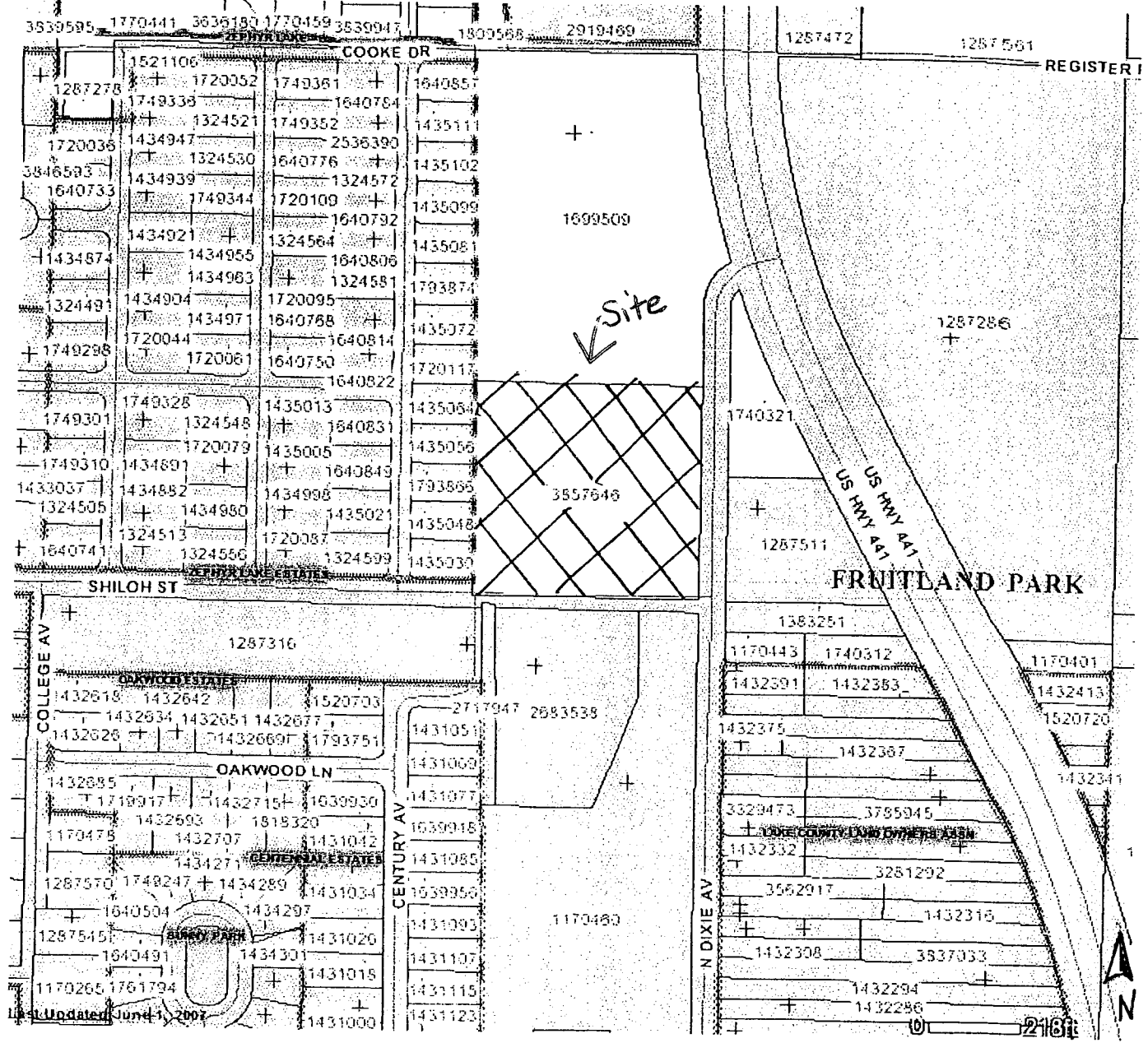
Scott A. Gerken, City Attorney

Date

1/10/08

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284



3539595 1770441 3636180 1770459 3539947 1800588 2919469 1257472 1257561

1521106 1720052 1749381 1640857
 1749336 1640784
 1324521 1749352 1435111
 1434947 2536390
 1324530 1640776 1435102
 1434939 1324572
 1749344 1720109 1435099
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 1434921 1324564 1435081
 1434955 1640806
 1434963 1324581 1793874
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 1287570 1749247 1434289 1431034 1640504 1434297
 1287545 1640491 1434301 1431026 1170265 1761724 1431015 1431000
 1287511 1383251 1170443 1740312 1170401 1432591 1432353 1432413 1520720 1432375 1432367 1432341 3329473 3785945 1432332 3281292 3562917 1432316 1432308 3837033 1432294 1432286

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

ITEM TITLE:	City Manager's Report
For the Meeting of:	October 10, 2019
Submitted by:	City Manager
Date Submitted:	October 1, 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: 7b

ITEM TITLE: CITY ATTORNEY REPORT

For the Meeting of: October 10, 2019
Submitted by: City Attorney
Date Submitted: October 4, 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.

City of Fruitland Park v. T.D. Burke: Mr. Burke was served the Summons and Verified Complaint. He has until October 14, 2019 to file a responsive pleading with the clerk of court. Attorney Holt has entered a notice of appearance on behalf of Mr. Burke. Attached is a copy of the notice.

Code Enforcement – Foreclose cases:

1. Case No. CE2019-0043: Joseph Casteel, Jr. (not homestead property)
The foreclosure title report reveals the following title encumbrances that have priority over the City's Code Lien. The following title encumbrances total approximately \$29,469.05, but will continue to accrue interest until paid:
 - a. Security Agreement recorded in 2011 in the principal amount of \$4,800.00 plus 30.15% interest until paid in full (\$1,447.20 annually/approximately \$14,472 thru 2019). Approx. total thru 2019: \$19,272.00
 - b. Tax Certificates for:
 - a. 2016: \$389.40 plus 6.5% interest thru 11/30/19 \$454.71
 - b. 2017: \$613.99 plus 8.5% interest thru 11/30/19 \$689.83
 - c. 2018: \$683.38 plus 9.5% interest thru 11/30/19 \$723.00
\$1,867.54
 - c. Judgments/Liens:
 - a. Court costs/fees: \$924.00
 - b. Final Judgment in favor of CFE Credit Union: \$6,559.60 plus 4.75% interest from June 2, 2014 until paid in full (interest of \$1769.91 thru December 31, 2019). Total thru December 31, 2019: \$8,329.51

The City is unable to foreclose the interests of those cited above. Therefore, should the City foreclose and purchase the property at the foreclosure sale, the City will take title subject to the encumbrances. The only way to clear the encumbrances will be to pay the amounts due or negotiate a lesser amount on the Security Agreement and CFE Judgment. This is true of any purchaser at the foreclosure sale.

Direction is requested whether to continue foreclosing the code lien, or not.

2. Case No. CE2017-0032: Jennifer Marcial (not homestead property)

The foreclosure title report reveals the following title encumbrances that have priority over the City's Code Lien. The encumbrances total approximately \$8,561.10 but will continue to accrue interest until paid:

a. Tax Certificates:

a. 2016: \$930.78 plus 0.25% interest thru 11/30/19 \$930.78

b. 2017: \$1,097.30 plus 0.25% interest thru 11/30/19 \$1,158.43

c. 2018: thru 11/30/19 \$1,128.41
\$3,217.62

b. Additionally, a Federal Tax Lien was recorded encumbering the property. The Federal Tax Lien is issued against the prior owner. It was recorded in 2013, after title transferred to Jennifer Marcial in 2008. The Federal Tax Lien can be refiled, but the last day for doing so is April 21, 2020. The unpaid balance is \$5,343.78 plus penalties, interest and costs that accrue.

To avoid title issues related to the Federal Tax Lien, it is recommended that the City delay foreclosure until after April 21, 2020.

Action to be Taken: Provide direction on Code Cases

Staff's Recommendation: N/A

Additional Comments:

City Manager Review:

Mayor Authorization:

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

CITY OF FRUITLAND PARK, a Florida
municipality;

Plaintiff,

vs.

CASE NO.: 2019-CA-001894

T. D. BURKE, individually,

Defendant.

NOTICE OF APPEARANCE AND DESIGNATION OF E-MAIL ADDRESSES

PLEASE TAKE NOTICE that Lindsay C. T. Holt, Esq., of the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law, hereby enters an appearance as counsel of record on behalf of Defendant, T. D. BURKE, individually, in the above-captioned matter and requests that all correspondence, notices, pleadings and filings be sent to the undersigned attorney.

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), the undersigned hereby designates the following email addresses to which electronic service should be directed in the above-styled cause:

Primary E-Mail Address: lholt@cmhlawyers.com
Secondary E-Mail Address(es): lhitt@cmhlawyers.com
service@cmhlawyers.com

[The rest of this page is intentionally left blank.]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Florida Courts E-Filing Portal this 24th day of September, 2019, which will furnish a copy to Counsel for Plaintiff, Anita Geraci-Carver, Esq. (anita@agclaw.net; sheila@agclaw.net).

**CRAWFORD, MODICA & HOLT,
CHARTERED ATTORNEYS AT LAW**

/s/ Lindsay C. T. Holt

Lindsay C.T. Holt, Esq.

FL Bar No. 0041179

380 W. Alfred Street

Tavares, FL 32778

Telephone: 352/432-8644

Facsimile: 352/432-8699

Primary: lholt@cmhlawyers.com

Secondary: lhitt@cmhlawyers.com

service@cmhlawyers.com

Attorney for Defendant

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
I t e m N u m b e r : 8

ITEM TITLE: Public Comments
For the Meeting of: October 10, 2019
Submitted by: City Attorney
Date Submitted: **October 1, 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

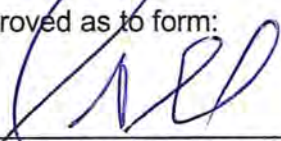
ATTEST:


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