

**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**October 13, 2022**

City Hall Commission Chambers  
506 W. Berckman Street  
Fruitland Park, Florida 34731

**6:00 p.m.**

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

Invocation

Pledge of Allegiance – Police Chief Erik Luce

**2. ROLL CALL**

**3. SPECIAL PRESENTATION** (city clerk)

The Rose Plantation Commemorative Historical Marker Recognition Proclamation.

**4. 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)

September 22, 2022 regular meeting minutes

**(b) Resolution 2022-058 LCLC Membership** (city attorney/city clerk)

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.

**(c) Resolution 2022-059 P&Z Board Reappointment** (city attorney/city clerk)

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

- (d) **Resolution 2022-060 P&Z Board Reappointment** (city attorney/city clerk)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD OF THE CITY OF FRUITLAND PARK; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.
- (e) **Resolution 2022-057 Lake County CDBG Grant Program FY 2022-23 – Spring Lake Road 6” Water Line – Sub-Recipient** (city attorney/city manager)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT OF \$152,684 TO FUND ENGINEERING AND CONSTRUCTION OF A NEW 6” WATER LINE ON SPRING LAKE ROAD; PROVIDING FOR AN EFFECTIVE DATE.
- (f) **Resolution 2022-063 Public Works Building Construction Contract Award – GSB Construction & Development Inc.** (city attorney/city manager/public works director)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. PURSUANT TO INVITATION TO BID NUMBER 2022-01 FOR PUBLIC WORK’S BUILDING IN THE AMOUNT OF \$3,234,000; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.
- (g) **Wreaths Across America Program** (city clerk)  
Motion to grant John Gella Memorial Unit 219 of the American Legion Auxiliary’s request permitting them to hold the tenth annual Wreaths Across America Ceremony at Shiloh Cemetery on Saturday, December 17, 2022.

**5. REGULAR AGENDA**

- (a) **Resolution 2022-061 P&Z Board Appointment** (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING \_\_\_\_\_ AS 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 2022-055 FY 2021-22 End of Year Budget Adjustments - Budget Amendment BT2022-008** (city attorney/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE GENERAL FUND BUDGET \$325,504; AND MOVE VARIOUS BUDGET LINE ITEMS TO COVER OVERAGES AND SHORTAGES FOR END OF YEAR REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **eCivis – Grant Proposal Discussion** (city manager)  
Discussion on the grant proposal submitted by eCivis (supported by the Florida League of Cities Inc.) submitted a grant proposal on its management system and cost allocation software.

- (d) **Deed Compliance Rule - VCDD 11 Discussion** (city attorney/city manager)  
Discussion on deed restrictions enforcement and consider the letter as consent to implement The Villages Community Development District #11's request.

**PUBLIC HEARING**

- (e) **First Reading and Public Hearing – Ordinance 2022-020 Water Rate Increase** (city attorney/city manager/city treasurer)

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 ADJUST THE WATER UTILITY RATES BASED ON JANUARY 2022 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING

FOR REPEAL OF ALL CONFLICTING ORDINANCES;  
PROVIDING FOR SEVERABILITY AND PROVIDING FOR  
AN EFFECTIVE DATE. (The second reading will be held  
on October 27, 2022.)

- (f) **First Reading and Public Hearing – Ordinance 2022-021 Water and Wastewater Rate Increase** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JANUARY 2022 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 27, 2022.)

- (g) **First Reading and Public Hearing – Ordinance 2022-015 LSCPA – 68.55+ Acres Timbertop Lane – Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE. (Continued from the July 28 and August 25, 2022 meetings.)

- (h) First Reading and Public Hearing - Ordinance 2022-014 Rezoning 68.55+ Acres Timbertop Lane — Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; 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. (Continued from the July 28 and August 25, 2022 meetings.)

#### **QUASI-JUDICIAL PUBLIC HEARING**

- (i) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-019 PUD – Lake Ella Road and East of Rolling Acres Road – Petitioner Daryl M. Carter, Trustee of Lake Eller Road Land Trust**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 22, 2022.)

#### **END OF QUASI—JUDICIAL PUBLIC HEARING**

#### **END OF PUBLIC HEARING**

- 6. (a) City Manager**
  - i. Economic Development Status Update**
  - ii. Code Enforcement Matters**
- (b) City Attorney**
  - i. City of Fruitland Park v. State of Florida Department of Management Services**
  - ii. Michael and Laurie Fewless v. City of Fruitland Park**
  - iii. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**
  - iv. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
  - v. Fruitland Park Official City Code**

**7. UNFINISHED BUSINESS**

**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**

- October 14, 2022 Historical Marker Commemorative Unveiling and Installation, The Rose Plantation Restaurant, 200 Rose Avenue, Fruitland Park, Florida 34731 at 10:00 a.m.;
- October 14, 2022 Lake County League of Cities (LCLC) Congressman Daniel Webster *Washington Update and Election of 2023 Officers*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- October 14, 2022, *The Nightmare Before Christmas* Movie Night, Community Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 7:30 p.m.;
  
- October 20, 2022, *Meet the Author and Book Signing*, at 1:30 p.m. and *HalloweenTown Family Movie Night*, Library 604 W Berckman Street, Fruitland Park, Florida 34731 at 4:30 p.m.;
- October 21, 2022, Comedy Night, 205 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;
- October 22, 2022, Trick or Trot – 5k Family Fun Run, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- October 26, 2022, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board Meeting, MPO Board Room Suite 175, 1300 Citizens Boulevard, Leesburg, Florida 34748 at 2:00 p.m.;
- October 27, 2022, City Commission regular at 6:00 p.m.;
- October 28, 2022, Halloween Party and Costume Contest, 205 West Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.
  
- November 11, 2022, Veterans' Day, City Hall Closed;
- November 10, 2022, City Commission regular at 6:00 p.m.;
- November 18, 2022, LCLC *Sponsor's Event*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 TBD
- November 18, 2022, Comedy Night, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- November 19, 2022, Brews, Blues and BBQ, 205 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;
- November 24, 2022, Thanksgiving – City Hall Closed;
- November 24, 2022, Day After Thanksgiving – City Hall Closed;
- November 25, 2022, City Commission regular at 6:00 p.m. – Cancelled

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

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

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

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE**



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

**ITEM TITLE:** SPECIAL PRESENTATIONS

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Wednesday, October 6, 2022

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** SPECIAL PRESENTATION - The Rose Plantation  
Commemorative Historical Marker Recognition Proclamation

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Proclamation

**RECOMMENDATION:**

**ACTION:**



# Proclamation

**WHEREAS**, in 1892, Mr. and Mrs. W. T. Dean from Holyoke, Massachusetts purchased a home on Crystal Lake where in 1902 Mr. and Mrs. William G. Dwight, a newspaper publisher also from Holyoke, stayed with the Deans on the site once known as “Pine Eden” on Fountain Lake located on the west side of Rose Avenue across from Fountain Street; and

**WHEREAS**, in 1915, the Dwights bought a property from C. W. Johnson (owner of Perry Johnson House); in 1917 they built their two-story home, and due to its beautiful gardens, it was used as a winter retreat for Christmas galas, Halloween masquerades, yearly tennis tournaments, and socials and annual garden parties; and

**WHEREAS**, on September 14, 1923, the Orlando Sentinel entitled: “Weekly Resume of Progress in County of Lake” featured Mr. Dwight’s statement: *Have a winter home at Fruitland Park and think Florida is about the choicest spot on earth* where on March 19 the following year, travelers from around the United States were attracted to visit Pine Eden and extended their stay as guests, and

**WHEREAS**, on November 24, 1931, the Town of Fruitland Park Council (with the consideration of Lake County Commission) approved the building of the roadway (Rose Avenue, Fountain Street, College Avenue then south to Berkman Street); and

**WHEREAS**, the town council on May 8, 1958, granted permission for a citizen to use the Dwights’ property for a school for children with special needs; and

**WHEREAS**, on September 14, 1967, a petitioner requested to rezone the “Pine Eden” property on Rose Avenue to operate a “family-type-dining room business”; and

**WHEREAS**, in 2016, 2017, 2018, and 2021 respectively, The Rose Plantation Restaurant was featured in a regional publication covering lifestyles in Lake and Sumter Counties for its *beautiful rose garden . . . upscale restaurant, . . . perfect mix of casual and elegant . . . and fine dining*; and

**WHEREAS**, on behalf of the Community Redevelopment Agency (CRA), The Rose Plantation Restaurant was presented on October 4, 2019 with CRA Matching Grant Façade Improvement funds to enhance its property, and

**WHEREAS**, the City of Fruitland Park thanks The Orange Blossom Chapter National Society Colonial Dames XVII Century for its work in the unveiling and installation of a commemorative historical marker memorializing The Rose Plantation Restaurant with its historical significance;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, recognize that **The Rose Plantation Restaurant** has continued to uphold making its mark since the turn of the century; support its vision of becoming something special for the community which has been realized and extend congratulations on being worthy of receiving the historical marker as a *Commemorative Site of Historical Value*.

Dated this 13<sup>th</sup> day of October 2022.

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Chris Cheshire, Mayor  
Attest:

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Esther B. Coulson, City Clerk

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

**ITEM TITLE:** Draft Meeting Minutes, Resolutions 2022-058 LCLC Membership, 2022-059 and 2022-060 P&Z Board Reappointments, 2022-057 CDBG Grant Program, 2022-063 Public Works Building Contract Award, and Grant Permission for Wreaths of America

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Friday, October 7, 2022

**SUBMITTED BY:** See below

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

(a) **Approval of Minutes** (city clerk)  
September 22, 2022 regular meeting minutes.

(b) **Resolution 2022-058 LCLC Membership** (city attorney/city clerk)  
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. (Funds required - \$303.63 - 01511-30400.)

(c) **Resolution 2022-059 P&Z Board Reappointment** (city attorney/city clerk)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD OF THE CITY OF FRUITLAND PARK; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE. (Funds required - \$4,020 – 01511-10131.)

(d) **Resolution 2022-060 P&Z Board Reappointment** (city attorney/city clerk)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD OF THE CITY OF FRUITLAND PARK; PROVIDING THE TERM

EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE. (Funds required - \$4,020 – 01511-10131.)

**(e) Resolution 2022-057 Lake County CDBG Grant Program FY 2022-23 – Spring Lake Road 6" Water Line – Sub-Recipient** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT OF \$152,684 TO FUND ENGINEERING AND CONSTRUCTION OF A NEW 6" WATER LINE ON SPRING LAKE ROAD; PROVIDING FOR AN EFFECTIVE DATE. (On May 26, 2022, the city's application was submitted to Lake County. Funds required - \$36,000 Water Impact Fees.)

**(f) Resolution 2022-063 Public Works Building Construction Contract Award – GSB Construction & Development Inc.** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. PURSUANT TO INVITATION TO BID NUMBER 2022-01 FOR PUBLIC WORK'S BUILDING IN THE AMOUNT OF \$3,234,000; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE. (The bid was awarded by adopted Resolution 2022-053 on September 22, 2022. Funds required - \$3,234,000, Capital – 30541-60620.)

**(g) Wreaths Across America Program** (city clerk)

Motion to grant John Gella Memorial Unit 219 of the American Legion Auxiliary's request permitting them to hold the tenth annual Wreaths Across America Ceremony at Shiloh Cemetery on Saturday, December 17, 2022.

**FUNDS REQUIRED:** (See above.)

**ATTACHMENTS:** Draft minutes, proposed resolutions with supporting documents, and December 17, 2022 letter.

**RECOMMENDATION:** Approve the minutes as submitted, adopt previously cited resolutions and grant John Gella Memorial Unit 219's request.

**ACTION:** Approve the consent agenda items.

**FRUITLAND PARK CITY COMMISSION REGULAR  
DRAFT MEETING MINUTES  
September 22, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, September 22, 2022 at 6:00 p.m.

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

**Member Absent:** Commissioner Chris Bell

**Also present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Officer Anthony Buehler, Police Department; Mr. Michael “Mike” Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and Interim Community Development Director; Deputy Finance Director Gary Bachman; Deputy City Clerk Candice Dennis, and City Clerk Esther B. Coulson.

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

Mayor Cheshire called the meeting to order; Cliff Leah, The First Baptist Church of Leesburg - Village Park Campus, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:00.23 p.m. No action was taken.

**2. ROLL CALL**

After Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present and announced the decorum for this evening’s meeting, he recognized the following agenda changes:

**Item 7.(b) Resolution 2022-050 Public Works Building**

Title in resolution changed to read *public* and not *publics* and resolution changed to add under the second “whereas” . . . *the city commission desires*  
...

**Item 7.(d) Resolution 2022-051**

**Item 7.(e) Resolution 2022-052**

**Item 5.(f) Resolution 2022-054 Urick Street Force Main Extension Project**

Addendum – resolution and budget line item.

**Item 7.(g) Gardenia Park and Cales Memorial Park Complexes Roof Quotes**

Should read:

- Covenant Roofing & Construction Inc.	\$44,234.00	\$ 9,280.00	\$53,514.00
and not	\$53,514.00	\$44,234.00	\$ 9,280.00

**Item 7.(k) Ordinance 2022-019 Lake Ella Road and East of Rolling Acres Road**  
Quasi-Judicial Item “7(j)” has been changed to “7 (k)” revised language in master development agreement.

**ACTION:** 6:01.35 p.m. **By unanimous consent, the city commission excused the absence of Commissioner Bell and accepted the changes to this evening’s agenda as previously cited.**

**3. SPECIAL PRESENTATIONS**

**(a) White Cane Safety Day Proclamation – October 15, 2022**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming October 15, 2022 as *White Cane Safety Day* encouraging the citizens to be aware of the White Cane Law, their responsibility to uphold same recognizing that persons with disabilities have much to offer where their energy, creativity and hard work can greatly strengthen our city and our economy, and that the white cane is an instrument of safety and independence for persons who are blind and visually impaired.

**ACTION:** 6:03.43 p.m. Ms. Christine Delmonico and Mr. Michael Seaton, New Vision for Independence Inc., accepted the proclamation with much appreciation. She invited the public to attend the October 14, 2022 White Cane Walk at The Villages and White Cane Equality Day at the Leesburg and Clermont Libraries.

**(b) Greg Beliveau Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation acknowledging and extending profound appreciation to Gregory A. Beliveau for his many years of dedicated service to Fruitland Park and wishing him well on his future endeavors.

**ACTION:** 6:14.15 p.m. The proclamation will be presented to Mr. Beliveau at his retirement party on Saturday, September 24, 2022.

**4. LOCAL PLANNING AGENCY**

On or before 6:15 p.m. recess to the LPA.

**ACTION:** 6:11.17 p.m. **By unanimous consent, the city commission recessed its meeting at 6:11 p.m. to convene to the Local Planning Agency meeting.**

**5. COMMUNITY REDEVELOPMENT AGENCY**

On or before 6:30 p.m. recess to the CRA.

**ACTION:** 6:24:50 p.m. **By unanimous consent, the city commission recessed its meeting at 6:25 p.m. to convene to the Community Redevelopment Agency meeting and reconvened the city commission regular meeting at 6:30 p.m.**

**6. CONSENT AGENDA**

The city commission considered its action to approve the September 8, 2022 regular meeting minutes.

**ACTION:** 6:30:18 p.m. **On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the previously cited consent agenda item.**

**7. REGULAR AGENDA**

**(a) Resolution 2022-049 Transfer Funds to Paving Fund**

Ms. Geraci-Carver read into the record proposed Resolution 2022-049, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, TO TRANSFER FUNDS FROM GENERAL FUND UNRESTRICTED RESERVES TO THE PAVING FUND IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 6:30:31 p.m. **After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2022-049 as previously cited.**

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

**(b) Resolution 2022-050 Transfer Funds to the New Public Works Building**

Ms. Geraci-Carver read into the record proposed Resolution 2022-050, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, TO TRANSFER FUNDS FROM GENERAL FUND UNRESTRICTED RESERVES TO THE NEW PUBLIC WORKS BUILDING IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 6:31:56 p.m. **After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2022-050 as previously cited.**

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

(c) **Resolution 2022-053 Public Works Building Construction – GSB Construction & Development Inc.**

Ms. Geraci-Carver read into the record proposed Resolution 2022-053, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AWARDED BID PURSUANT TO INVITATION TO BID NUMBER 2022-01 FOR PUBLIC WORK'S BUILDING TO GSB CONSTRUCTION & DEVELOPMENT, INC. IN THE AMOUNT OF \$3,234,000, PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia relayed the favorable references he received as a result of telephone calls he made regarding GSB Construction's projects.

**ACTION:** 6:33:24 p.m. After discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-053 as previously cited.

**Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.** (A contract award with GSB Construction and Development Inc. will be considered on the October 13, 2022 regular agenda.)

On behalf of GSB Construction and Development, Ms. Jessica Ginnini thanked the city commission for the bid award.

(d) **Resolution 2022-051 Engineering and Surveying Services - Forefront Architecture and Engineering – Continuing Services Agreement**

Ms. Geraci-Carver read into the record proposed Resolution 2022-051, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND FOREFRONT ARCHITECTURE AND ENGINEERING, LLC FOR ENGINEERING AND SURVEYING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.



**ACTION:** 6:39:44 p.m. and 6:42:29 p.m. After discussion, **the city commission, by unanimous consent agreed to consider the adoption of Resolutions 2022-051 and 2022-052 under Item 7.(e) on this evening's agenda.**

**(e) Resolution 2022-052 Engineering and Surveying Services - Wright-Pierce Engineering and Better Environment – Continuing Services Agreement**

Ms. Geraci-Carver read into the record proposed Resolution 2022-052, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WRIGHT-PIERCE, INC. FOR ENGINEERING AND SURVEYING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 6:42:29 p.m. After much discussion, **a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolutions 2022-051 and 2022-052 as previously cited.**

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

**(f) Resolution 2022-054 - Urick Street Force Main Extension Project - Cathcart Construction Company - Change Order #1**

Ms. Geraci-Carver read into the record proposed Resolution 2022-054, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONSTRUCTION OF URICK STREET FORCE MAIN EXTENSION CHANGE ORDER NO.1 FROM CATHCART CONSTRUCTION COMPANY FLORIDA LLC. IN THE AMOUNT OF \$18,422.00; PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 6:45:16 p.m. After discussion, **a motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2022-054 as previously cited.**

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

**(g) Gardenia Park Complex Swimming Pool House and Cales Memorial Athletic Complex Concession Stand - Roof Quotes**

The city commission considered staff's recommendation to select and award a bid to one of the following vendors to replace the current shingle roof with new metal roof at the swimming pool house located at Gardenia Park and concession stand at Cales Memorial Athletic Complex:

- Covenant Roofing & Construction Inc.			
\$53,514.00	\$44,234.00		\$ 9,280.00
- Randall Construction & Roofing			
\$37,439.34	\$19,011.68		\$56,451.02
- Salt Roofing			
\$47,250.00	\$ 9,750.00		\$57,000.00

**ACTION:** 6:48:45 p.m. **On motion of Commissioner Mobilian, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the CRA's recommendation of approval to award the bid to the most responsive and responsible bidder Covenant Roofing & Construction Inc. for \$53, 514.00.**

**(h) Code of Ordinances Codification – Municode Status Update Report**

Ms. Coulson reported that the documents requested by Municode have already been submitted and the information required by Ms. Geraci-Carver were provided. She confirmed in the affirmative that she would contact Municode to obtain more details on the anticipated completion of the codification process and apprise the city commission of same.

**ACTION:** 6:49:16 p.m. No action was taken.

**By unanimous consent, Mayor Cheshire opened the public hearings.**

**PUBLIC HEARING**

**(i) Second Reading and Public Hearing - Resolution 2022-047 FY 2022-23 Final Millage**

It now being the time advertised to hold a public hearing, Ms. Geraci-Carver read into the record the title of the following proposed Resolution 2022-047 and announced that for fiscal year 2022-23, the operating millage rate of 3.9134 mills is a 7.6% increase to the current year roll back rate of 3.6452.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 22, 2022.)

Before calling interested parties to be heard, Mayor Cheshire declared that:

- the millage rate is the same as the last four years;
- it is a three hundred and thirty-six thousand, eight hundred and eighty-four dollars (\$336,884) in ad valorem taxes due to a 10.56 percent increase in taxable value;
- it is an increase of ninety-million, six hundred and fifteen thousand, four hundred and eight dollars (\$90,615,408) of assessed value due to development activities, and
- the ad valorem increase is due to the taxable value (ad valorem) generated by new developments.

Ms. Jean Kestner, City of Fruitland Park (Villages of Pine Hills) resident, cited reasons why she is in opposition to the subject item.

**ACTION:** 6:51:02 p.m. Earlier in the meeting, **a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-047 as previously cited.**

After discussion 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.**

**(j) Second Reading and Public Hearing – Resolution 2022-048 FY 2022-23 Final Budget**

It now being the time advertised to hold a public hearing and after Ms. Geraci-Carver read into the record the title of the following proposed Resolution 2022-048, 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 FINAL BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 22, 2022.)

Ms. Kestner voiced concerns on the annual increase in the budget and limiting the taxes for the residents.

**ACTION:** 6:55:00 p.m. After discussion, and by **unanimous consent, the city commission agreed with Mayor Cheshire's suggestion to direct the city treasurer to review mid-FY 2022-23 the amount of funding received for the electric tax (where it is equal to the budget) and to identify how the rate could be lowered to a reduced revenue source.**

**A motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-048 as previously cited.**

Later in the meeting, 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**

**(k) First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-019 PUD – Lake Ella Road and East of Rolling Acres Road – Petitioner Daryl M. Carter, Trustee of Lake Eller Road Land Trust**

After Ms. Geraci-Carver read into the record the title of the following proposed Ordinance 2022-019, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 13, 2022.)

Mr. Rankin, who was sworn earlier at this evening's CRA meeting, relayed staff's recommendation to not approve the subject item as Rolling Acres Road and Micro Racetrack Road for future conditions will both operate below the adopted standard

level of service unless the Lake County Board of County Commissioners staff, the city and the developers could resolve the issues before the second reading.

After discussion, Ms. Lindsay C. T. Holt, Crawford, Modica & Holt, attorney representing the property owner, anticipated that discussion will take place on the PUD in the subject area, and relayed the county's offer for the city to enter into a proportionate fair share agreement in cognizant of traffic of low impact to which Ms. Geraci Carver pointed out the comments from the county's department of public works' April 25, 2022 letter on recommended road improvements that may need to be made and Mr. La Venia addressed the likelihood of the developer and the county negotiating the roadway costs involved (outside the city's purview) and reaching a viable agreement before it is considered by the city.

Ms. Geraci-Carver addressed the intent to include language prior to the second reading with the understanding of the developer entering into the proportionate share agreement before construction approval.

In concurrence, Ms. Holt anticipated, prior to the second reading, new language to be incorporated into the master development agreement, contingent upon the developer/applicant entering into the proportionate fair share agreement and addressed the intent to work with the county to determine and agree with mitigating any issues.

Following extensive discussions and in response to the concerns raised regarding the landscape buffer adjacent to the contiguous parcels, Ms. Holt confirmed that they would be compatible and compliant with the land development regulations.

Later in the meeting and after Mr. James "Brian" Eldridge, Fruitland Park Unincorporated Area resident, addressed his belief on the exceeded maximum daily allowance withdrawal on the current aquifer, Mr. La Venia identified the Consumptive Use Permit -- authorized and issued by St. John's River Water Management District on March 9, 2022 -- use of groundwater from the Upper Floridian aquifer.

**ACTION: 7:00:06 p.m. A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2022-019 as previously cited.**

**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**

8. (a) **City Manager**

i. **Economic Development Status Update**

Mr. La Venia had nothing to report on economic development.

ACTION: 7:16:34 p.m. No action was taken.

ii. **Grant Writer – eCivis Discussion**

Mr. La Venia described eCivis program (a grant management system and cost allocation software used by state and local governments to assist with searching tracking and administrating grants; however, grant applications will not be written); noted the approximate cost of about \$20,000 with the Florida League of Cities' discount, and addressed his plan to meet with eCivis by teleconference on September 23, 2022.

Later in the meeting, Mr. La Venia responded that the professional grant writer services contract with Liberty Partners of Tallahassee LLC will terminate on October 31, 2022.

ACTION: 7:16:34 p.m. and 7:21:59 p.m. No action was taken.

iii. **Wine Down Wednesdays**

Mr., La Venia recalled the city commission's acceptance at its August 8, 2022 (FY 2022-223 budget) workshop meeting of the request proposed by Ms. Jo-Ann Glendinning, Library Director, to initiate the *Wine Down Wednesday's* event at the library. He relayed his suggestion that she limits the city's service at the library café for patrons to two alcoholic drinks.

Mr. La Venia addressed his plan to work with Public Risk Management of Florida Inc., property and casual insurance company retained by the city, on the respective requirements.

ACTION: 7:17:43 p.m. Upon Commissioner DeGrave's suggestion **and by unanimous consent, the city commission approved staff's recommendation for the café at the library to host the aforementioned *Wine Down Wednesday's* event as a trial for one month and requested that the library director report back to the city commission at its future meeting.**

(b) **City Attorney**

i. **City of Fruitland Park v. State of Florida Department of Management Services**

Ms. Geraci-Carter did not address the State of Florida Department of Management Services at this time.

ACTION: 7:22:10 p.m. No action was taken.

**ii. Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke)**

Ms. Geraci-Carter reported that based on direction, the insurance company is working to finalize the Michael and Laurie Fewless' case anticipated by the end of September 2022.

ACTION: 7:22:10 p.m. No action was taken.

**iii. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**

Ms. Geraci-Carter explained that the plaintiff, in the U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County case, realized that Mr. Moore is deceased, and that newspaper publication is required to name the heirs who may have interest in the subject property, which may take longer in the mortgage foreclosure action.

ACTION: 7:122:36 p.m. No action was taken.

**iv. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**

Ms. Geraci-Carter reported that Mr. La Venia and her recently held telephone conversations with the defense counsel appointed by PRM, addressed the documentation provided by Halff Inc., engineers retained by the city; Mr. La Venia, Mses. Coulson and Williams to the defense counsel for review, and indicated that updates will be provided to the commission at a future meeting.

ACTION: 7:22:49 p.m. No action was taken.

**v. Code of Ordinances Codification**

Ms. Geraci-Carter did not address the code of ordinances codification at this time.

ACTION: 7:22:10 p.m. No action was taken.

**7. UNFINISHED BUSINESS**

There was no unfinished business to come before the city commission at this time.

ACTION: 7:23:17 p.m. No action was taken.

**8. PUBLIC COMMENTS**

Ms. Toni Stainbrook, City of Fruitland Park resident, expressed concerns on the lack of notification received regarding Mirror Lake Manor Phase 2 to open Lemon Avenue and referred to her visits to the community development department over a year ago and on September 21, 2022 where she observed blueprints on the road opening. She pointed out

the consequences when autistic individuals roam on said roadway (which she stated has not been maintained by the city), borders water oaks, it is aligned with powerlines and water lines on either side, and at the bottom of the hill, sediments run off into Mirror Lake used daily by children and elderly residents going to the lake. Ms. Stainbrook believes that this is a safety issue and that the use of the roadway, as an access point with the potential of adding new homes, to be dangerous.

Mr. La Venia, in response, recognized the main access is off from Urick Street which will be one of the egress when phase I of the construction project (where it was previously agreed with the developer to build duplexes) is finalized and indicated that the egress and ingress will be reviewed as well as mitigating any problems on Lemon Avenue in the community redevelopment agency.

Ms. Stainbrook addressed the need for Lemon Avenue to remain open for emergency services access; recalled since 2008 two separate fire fatalities, a recent law enforcement pursuit and criminal activity in the area and addressed her previous efforts to advocate lowering the posted speed limit in the area to less than 25 mph.

After discussion, Mayor Cheshire, in agreement with Ms. Stainbrook's concerns on safety, suggested that staff review access on Lemon Avenue to Mirror Lake which ought to be for emergency services.

ACTION: 7:23:18 p.m. No action was taken.

**9. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

Commissioner Mobilian was absent from this evening's meeting.

ACTION: 7:30:13 p.m. No action was taken.

**(b) Commissioner DeGrave –**

ACTION: 7:30:15 p.m. No action was taken.

**(c) Commissioner Bell - Absence**

Commissioner Bell was absent from this evening's meeting.

ACTION: 7:30:16 p.m. No action was taken.

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

Vice Mayor Gunter stated that he had nothing to report at this time.

ACTION: 7:30:18 p.m. No action was taken.



**10. Mayor's Comments**

**(a) FY 2022-23 Final Millage**

Mayor Cheshire addressed how the city commission has held the rates over previous years and how it is accountable on taxpayers' money.

ACTION: 7:30:23 p.m. No action was taken.

**(b) Dates to Remember**

Mayor Cheshire made the following announcements:

- September 24, 2022, *Father and Son Campout*, 201 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;
- September 24, 2022, *Greg Beliveau's Retirement Party*, Leesburg Boat Club, 31 Dozier Circle, Leesburg, Florida 34748 at 5:00 p.m.;
- September 29, 2022, Family Movie Night *Hocus Pocus*, Fruitland Park Library, 604 W Berckman Street, Fruitland Park, Florida 34731 at 4:30 p.m.;
  
- October 4, 2022, National Night Out, First Responders Recreation Center, 7746 Co Rd 42, Summerfield (The Villages), Florida 34491 at 5:00 p.m.;
- October 13, 2022, Community Redevelopment Agency workshop at 5:00 p.m.;
- October 13, 2022, City Commission regular at 6:00 p.m.;
- October 14, 2022 Lake County League of Cities (LCLC) Congressman Daniel Webster *Washington Update and Election of 2023 Officers*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- October 14, 2022, *The National Society Colonial Dames XVII Century Plaque Presentation* The Rose Plantation, 200 Rose Avenue, Fruitland Park, Florida 34731 at 10:00 a.m.;
- October 17-23, 2022, *Florida City Government Week* (Florida League of Cities involving local schools, businesses, media and civic clubs):
  - o October 20, 2022 *Meet the Author and Book Signing*, at 1:30 p.m. and *HalloweenTown Family Movie Night*, Library 604 W Berckman Street, Fruitland Park, Florida 34731 at 4:30 p.m.;
  - o October 21, 2022, Comedy Night, 205 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;
  - o October 22, 2022, Trick or Trot – 5k Family Fun Run, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- October 26, 2022, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board Meeting, MPO Board Room Suite 175, 1300 Citizens Boulevard, Leesburg, Florida 34748 at 2:00 p.m.;
- October 27, 2022, City Commission regular at 6:00 p.m., and
- October 28, 2022, Halloween Party and Costume Contest, 205 West Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.

ACTION: 7:30:42 p.m. No action was taken.

**11. ADJOURNMENT**

The meeting adjourned at 7:33 p.m.

The minutes were approved at the October 13, 2022 regular meeting.

Signed  
\_\_\_\_\_  
Esther B. Coulson, City Clerk, MMC

Signed  
\_\_\_\_\_  
Chris Cheshire, Mayor

**RESOLUTION 2022-058**

**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.**

**WHEREAS**, the Lake County League of Cities, Inc. bylaws provide for a member of the City of Fruitland Park Commission to serve as director and an alternate director (a commission member or staff member) to serve a one-year term of office; and

**WHEREAS**, the City Commission desires to appoint a member and alternate to represent the City of Fruitland Park.

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

1. Commissioner Chris Bell is hereby appointed to serve as director to the Lake County League of Cities, Inc. His term will commence December 31, 2022 and expire December 31, 2023, unless sooner terminated.
2. Vice Mayor John L. Gunter Jr. is hereby appointed to serve as alternate director to the Lake County League of Cities, Inc. His term will commence December 31, 2022 and expire December 31, 2023, unless sooner terminated.
3. This resolution shall take effect upon its adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this \_\_\_\_ day of October 2022, by the City Commission of the City of Fruitland Park, Florida.

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City of Fruitland Park  
Chris Cheshire, Mayor

Attest:

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Esther B. Coulson, City Clerk, MMC

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 and legality:

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Anita Geraci-Carver, City Attorney

# **Board of Director Appointment**

*(Please provide complete information requested below)*

The By-Laws of the Lake County League of Cities provides that each member may designate one (1) elected official to serve as the Director, and that Director shall exercise that member city's vote on the Board of Directors.

## **Member City's Appointment as a Director**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Daytime Telephone:** \_\_\_\_\_  
**Fax #** \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_

The By-Laws of the Lake County League of Cities provides that each member may designate one (1) elected official or staff member to serve as an Alternate Director, and that Alternate Director shall exercise that member city's vote on the Board of Directors in the absence of the Director.

## **Member City's Appointment as an Alternate Director**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

## **Preferred Staff Contact**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**RESOLUTION 2022-059**

**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.**

**WHEREAS**, Article VII, Section 7.01 of the Charter of the City of Fruitland Park provides for a Planning and Zoning Board consisting of members with three-year terms of office; and

**WHEREAS**, Mr. Daniel Dicus was appointed for a term of three years;

**WHEREAS**, Mr. Dicus' term expires October 1, 2022 and he wishes to continue to serve on the board.

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

1. Daniel Dicus is hereby reappointed to serve another term of three years to September 30, 2022 on the Planning and Zoning Board for the City of Fruitland Park.
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 13<sup>th</sup> day of October 2022 by the City Commission of the City of Fruitland Park, Florida.

\_\_\_\_\_  
City of Fruitland Park  
Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk, MMC

\_\_\_\_\_  
 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)

(SEAL)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**RESOLUTION 2022-060**

**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.**

**WHEREAS**, Article VII, Section 7.01 of the Charter of the City of Fruitland Park provides for a Planning and Zoning Board consisting of members with three-year terms of office; and

**WHEREAS**, Mr. Walter A. Birriel was appointed for a term of three years; and

**WHEREAS**, Mr. Birriel’s term expires October 1, 2022 and he wishes to continue to serve on the board.

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

1. Walter A. Birriel is hereby reappointed to serve another term of three years to September 30, 2025 on the Planning and Zoning Board for the City of Fruitland Park.

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 13<sup>th</sup> day of October 2022, by the City Commission of the City of Fruitland Park, Florida.

\_\_\_\_\_  
City of Fruitland Park  
Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk, MMC

\_\_\_\_\_  
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 and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**RESOLUTION 2022-057**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT NOT TO EXCEED \$152,684.00 TO FUND ENGINEERING AND CONSTRUCTION OF THE REPLACEMENT OF AN EXISTING WATER LINE ON SPRING LAKE ROAD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Lake County, Florida applied for and was awarded a Community Development Block Grant from United States Department of Housing and Urban Development which provides for the development, establishment, and administration of projects to benefit low and moderate income families; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida has been awarded a sub-recipient grant by Lake County, Florida for engineering and construction of a 16” water main to replace an existing water line on Spring Lake Road; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it is in the public’s best interest to enter into the sub-recipient contract for grant funding for these purposes and desires to authorize the mayor to execute the contract.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The city commission approves the Lake County Community Development Block Grant Program Sub-Recipient Contract, a copy of which is attached hereto, and authorizes the mayor to execute the contract.

Section 2. The city commission confirms the city will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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

PASSED AND RESOLVED this 13<sup>th</sup> day of October 2022, 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, MMC

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 and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**LAKE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SUB-RECIPIENT CONTRACT**

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This contract is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and **City of Fruitland Park**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

**WHEREAS**, the County has applied for and awarded a Community Development Block Grant (CDBG) of the United States Government Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

**WHEREAS**, said CDBG allows County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

**WHEREAS**, the Sub-Recipient wishes to use a share of the FY 2022-2023 CDBG entitlement for the purpose of funding the engineering and replacement of the water line on Spring Lake Road; and

**WHEREAS**, the Sub-Recipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **One Hundred Fifty-two Thousand Six Hundred Eighty-four (\$152,684)**; and

**WHEREAS**, the County has initially determined that the proposed activity will benefit low- and moderate-income persons and persons with disabilities; and

**NOW THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

**I. SCOPE OF SERVICES**

**Project Name:** City of Fruitland Park, Spring Lake Road, Replacement of an Existing Water Line (hereinafter the “Project”).  
**Funding Amount:** **Not to Exceed \$152,684.**

**A. Description of Activities**

The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) Program for Fiscal Year 2022-2023 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

The Project will consist of the replacement of the existing water line on Spring Lake Road in the City of Fruitland Park. A copy of the complete scope of work is attached as **Exhibit A**.

**B. National Objectives**

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low and -moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(1) low/moderate income area benefit.

**II. TIME OF PERFORMANCE**

The Project shall start on the date this contract is fully executed (hereinafter the “Effective Date”) and shall be completed twelve (12) months from the Effective Date. In order to monitor the implementation of the Project, all Sub-Recipients are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit B**, to the Grantor by the tenth (10<sup>th</sup>) day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG funds or other assets including program income.

**III. BUDGET**

The detailed budget is attached as **Exhibit C**.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub-Recipient Contract shall not exceed **\$152,684** from FY 2022-2023 CDBG funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Exhibit D and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in **Exhibit C** and in accordance with performance.

**V. NOTICES**

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

**Grantor:**

Lake County  
Attn: Director, Office of Housing & Community Services  
P.O. Box 7800  
Tavares, Florida 32778

**Sub-Recipient:**

City of Fruitland Park  
Attn: Mr. Gary LaVenja  
506 W. Berckman St.  
Fruitland Park, Florida 34731

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

**C. Hold Harmless**

The Sub-Recipient shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this contract.

**D. Insurance and Bonding**

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor’s Project Manager and Procurement Services Director

within five working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- 2. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.
- 3. Sub-Recipient must provide thirty (30) days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
- 4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
- 5. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.
- 6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800  
TAVARES, FL 32778-7800**

- 7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 8. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy.

The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.

9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

**E. Grantor Recognition**

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments or Modifications**

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

In the event that the Grantor's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

**G. Suspension or Termination**

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or

materials prior to the termination.

The Grantor may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor, or is otherwise adjudicated to be in compliance.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. **Financial Management**

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. **Documentation and Record-Keeping**

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records include but are not be limited to:
  - a) Records providing a full description of each activity undertaken;
  - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c) Records required to determine the eligibility of activities;
  - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
  - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
  - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five

(5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

7. Audit & Inspections: All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

### **C. Reporting and Payment Procedures**

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24



CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.

2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantor will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

#### **D. Procurement**

1. Compliance: The Sub-Recipient must establish written procurement procedures, shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this contract.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a) Sub-Recipients must avoid purchasing unnecessary items.
- b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
- c) Solicitations for goods and services provide for all of the following:
  - i. A clear and accurate description of the technical

- requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
    - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
    - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
    - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
    - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
    - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
  - i. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable;
  - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises;
  - iii. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises;
  - iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually; and
  - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of

- construction cost” methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.
  - g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
  - h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
    - i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
    - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
    - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
    - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
    - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
  - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this contract.

**E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.

2. Real property under the Sub-Recipient's control that was acquired or improved, inwhole or in part, with funds under this Sub-Recipient Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for fifteen (15) years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen (15) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all

employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub--Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantors administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub- Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;

- c) An alien who has qualified as a refugee or asylee;
- d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

**B. Affirmative Action**

1. **Approved Plan:** The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. **WBE/MBE:** The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records:** The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **Notifications:** The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. **EEO/AA Statement:** The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions:** The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or

purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

**C. Employment Restriction**

1. Prohibited Activity: The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards:

a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland“Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.

b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this

Contract:

*“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”*

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.



d) Compliance with Grantor's Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

**D. Conduct**

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement programs.

5. Lobbying: The Sub-Recipient hereby certifies that:
- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
  - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
  - c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
  - d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
  - e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding contract," the Sub-Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. Religious Organization: The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**E. Code of Conduct**

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

**IX. ENVIRONMENTAL CONDITIONS**

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor’s responsibility for initiating the review process under the provisions of 24 CFR.

**A. Air and Water**

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead Based Paint**

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

**D. Historic Preservation**

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

**E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

**F. E.O. 12373 – Interagency Review**

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**X. GENERAL PROVISIONS**

**A. Severability.**

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

**B. Public Records.**

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this contract.
2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer therecords to the Grantor.
4. Upon completion of this contract, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB- RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES DEPARTMENT, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT [CDBG@LAKECOUNTYFL.GOV](mailto:CDBG@LAKECOUNTYFL.GOV).**

**C. Termination.**

1. Termination for Cause: This contract may be terminated by the Grantor due to Sub-Recipient's breach of a material term of this contract, but only after the Grantor has provided Sub-Recipient with forty-five (45) calendar days' written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that forty-five (45) day time period. If the Grantor terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantor.

2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantor.

**D. Force Majeure.**

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**E. E-Verify.**

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

**F. Venue.**

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

**G. Captions.**

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

**H. Binding Effect.**

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**I. No Waiver.**

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

**XI. CONTRACT**

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

- Exhibit A: Sub-Recipient Scope of Work
- Exhibit B: Project Milestone Chart
- Exhibit C: Budget
- Exhibit D: Reimbursement Request

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA**

**ATTEST:**

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

\_\_\_\_\_  
Sean M. Parks, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney



**CITY OF FRUITLAND PARK**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Cheshire, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## EXHIBIT A: SCOPE OF WORK

### Project Description

#### Attachment "A"

- 1) The need has existed for some time to improve the water lines in many areas of the City. This specific area is one that will benefit from immediate attention. The age of the line, the materials used, the lack of water pressure due to undersized lines, and the current locations of the infrastructure in relation to the location to the homes are all problematic and need to be rectified
- 2) This project will serve census tract 304.05 Blocks 1002, 01003 & 1004
- 3) The work to be performed will include the surveying & engineering of the proposed new water line. The preparation of bid specs. The construction of the water main. The relocation and connection of water service relocation of water meters for each residence. It will also include improvement to the service lines feeding the fire hydrants in the area thereby providing enhanced fire protection in the community
- 4) Upon notification of award the City will instruct the engineer to commence survey, design and bid preparation. Once the design phase is complete the City will, following CDBG guidelines, bid the project. The City will accept, review, and award the bid to the lowest responsible bidder. A construction schedule will be established. Approximately 30 days prior to the start of construction, residents will be notified as to what to expect relating to the construction.
- 5) The implementation schedule will be as follows.
  - o Award of Grant
  - o Commission acceptance of Award
  - o Engineering begins (90 Days to prepare plans and bid specs)
  - o Bid (30 days after advertisement)
  - o Award of Bid (15 to 30 days after receipt of Bids)
  - o Resident notification (30 days prior to construction)
  - o Commencement of construction the process. (60 to 90 days after award of bid)
  - o The process will include the submittal of any and all documentation including progress report, payrolls and any other information required to the appropriate official in your office.

**EXHIBIT B: PROJECT MILESTONE CHART**


## EXHIBIT C: BUDGET

### City of Fruitland Park, Spring Lake Road, Replacement of an Existing Water Line

<b>LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS</b>		
<b>Name of Applicant:</b> City of Fruitland Park	<b>Project Name:</b> Spring Lake Road Waterline Enhancement Project	
<p><b>Instructions:</b> Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the <b>Budget Narrative Attachment</b> provide a description of other funds and volunteer and donated services/resources to be used in the project.</p>		
A Budget Item	B Calculation	C CDBG Request
<b>DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM</b>		
16" PVC C905 Water Main	\$81.25 per lineal foot x 600	\$49,050
Temporary Jumper Connect	2,750 x 1	\$2,750
Connection to Existing Main	\$3,125 x 2	\$6,250
16" Gate Valve	\$5,625 x 2	\$11,250
2" Water Service	\$1,875 x 2	\$3,750
Open cut & repair driveways	\$2,750 x 2	\$5,500
Fire Hydrant	\$5,000 x 2	\$10,000
Sod 2,200 sq yard	\$3.75 sq yard x 2,200	\$8,250
Testing / Disinfection	\$2,500	\$2,500
Permitting Fees	\$500	\$500
Mobilization	\$15,000	\$15,000
Engineering	\$37,884	\$37,884
<b>BUDGET TOTAL</b>		<b>\$152,684</b>

**EXHIBIT D: REIMBURSEMENT REQUEST FOR CDBG FUNDS**

**REIMBURSEMENT REQUEST FOR CDBG FUNDS**

PROJECT NAME: City of Fruitland Park, Spring Lake Road, Replacement of an Existing Water Line

SUBRECIPIENT: **City of Fruitland Park**

PAYROLL (Must have authorized timesheets and payroll information): \$ \_\_\_\_\_

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ \_\_\_\_\_

EQUIPMENT (Office, etc., along with procurement information): \$ \_\_\_\_\_

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ \_\_\_\_\_

**REIMBURSEMENT REQUEST TOTAL:** \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

=====

For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME                      YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE / DATE                      REVIEWED BY CDBG PROGRAM SPVR.

\_\_\_\_\_  
SIGNATURE / DATE                      APPROVED H & CS DIRECTOR

NOTES: \_\_\_\_\_

**RESOLUTION 2022-064**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. PURSUANT TO INVITATION TO BID NUMBER 2022-01 FOR PUBLIC WORK'S BUILDING IN THE AMOUNT OF \$3,234,000; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Fruitland Park issued Invitation to Bid No. 2022-01 for construction of the City's public works building, and the city having determined GSB Construction & Development Inc. was the lowest responsive, responsible bidder awarded the bid accordingly; and

**WHEREAS**, the City of Fruitland Park desires to enter into and approve the contract documents between the City of Fruitland Park and GSB Construction & Development Inc.

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

Section 1. The city commission approves the EJCDC Standard Form of Agreement between owner and contractor on the basis of a stipulated price between the City of Fruitland Park and GSB Construction & Development Inc. in the amount of \$3,234,000.00. A copy of the agreement is attached hereto.

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

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

\_\_\_\_\_  
Chris Cheshire, Mayor

Attest:

\_\_\_\_\_  
Esther B. Coulson, City Clerk, MMC

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 and legality:

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Anita Geraci-Carver, City Attorney

EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_ The City of Fruitland Park \_\_\_\_\_ (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project generally involves the construction of a new public works building site in conformance with the Contract Documents.

Article 2. ENGINEER.

Engineer:                   Half Associates, Inc.  
                                  902 North Sinclair Avenue  
                                  Tavares, Florida 32778

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1     The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - 150 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 180 days.

- 3.2     *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day



that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

STIPULATED SUM CONTRACT:

\_\_\_\_\_ (use words)  
\$ \_\_\_\_\_ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of constructions services.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).  
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

## Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract

Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 8, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to \_\_\_\_\_, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Fruitland Park, Public Works Building at WWTP and consisting of 15 Divisions, as listed in table of contentsthereof.
- 8.8 Drawings consisting of 8 sheets with each sheet bearing the following general title: City of Fruitland Park, Public Works Building at WWTP
- 8.9 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300, 1-8, inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to \_\_\_\_\_, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above area attached to this Agreement (Except as expressly noted otherwise above.

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, email to: [ecoulson@fruitlandpark.org](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, Florida 34731.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER: City of Fruitland Park

CONTRACTOR

BY: \_\_\_\_\_  
Title:

BY: \_\_\_\_\_  
Title & Corporate Seal

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Fruitland Park  
506 West Berkman Street  
Fruitland Park, Florida 34731

Address  
  
\_\_\_\_\_

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided i
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
- 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENCY or BROKER:                      OWNER'S REPRESENTATIVE (Engineer or other party):

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

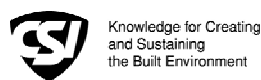
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

**SECTION 00410**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, GSB Construction & Development, Inc. as Principal, and U.S. Specialty Insurance Company as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the penal sum of, (five percent (5%) of the Contract Bid) Five Percent of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 10th day of August, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Public Works Building at WWTP**.

NOW THEREFORE,

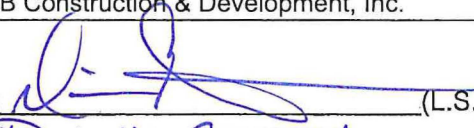
1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2.2 All bids are rejected by Owner, or
  - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

GSB Construction & Development, Inc.

By:  (L.S.)  
*DOMINIC GIANNINI*

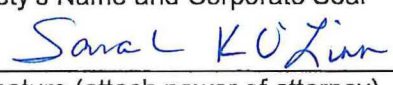
Title: President

Attest:   
 Signature and Title

Surety (Print Full Name):

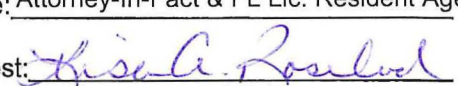
U.S. Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:   
 Signature (attach power of attorney)

Sarah K. O'Linn\*

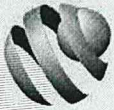
Title: Attorney-In-Fact & FL Lic. Resident Agent

Attest:   
 Signature and Title Lisa A. Roseland, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

\*Inquiries: (407) 786-7770

END OF SECTION



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Cheryl A. Foley, Emily J. Golecki

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Twenty Five Million\*\*\*\*\* Dollars ( \*\*\*25,000,000.00\*\*\* ). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



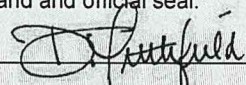
By:   
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10<sup>th</sup> day of August, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 11520



  
Kio Lo, Assistant Secretary

Maitland, FL

Phone 407-786-7770

**FLORIDA SURETY BONDS, INC.**



# **FLORIDA SURETY BONDS, INC.**

Maitland, FL  
407-786-7770

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

**SECTION 00300  
BID FORM**

DATE SUBMITTED: August 10, 2022

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK  
PUBLIC WORKS BUILDING AT WWTP  
CITY OF FRUITLAND PARK BID NO. ITB 2022-01**

NAME OF BIDDER: GSB Construction & Development, Inc.

BUSINESS ADDRESS: 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785

Telephone Number: 352-748-1949

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1529838

THIS BID IS SUBMITTED TO: **Gary LaVenja  
City Manager  
CITY OF FRUITLAND PARK  
506 West Berkman Street  
Fruitland Park, FL 34731**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
  - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>8/2/2022</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____



NAME OF BIDDER: GSB Construction & Development, Inc.

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specifications.

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization		LS			included
2	Maintenance of Traffic		LS			included
3	Survey/As-builts		LS			included
4	Tree Removal/Site Demo		LS			included
5	Silt Fence		LF			included
6	Construction Entrance		SY			included
7	SP9.5 Asphalt		SY			included
8	8" Limerock base		SY			included
9	12" Sub Base		SY			included
10	Striping		LS			included
11	Signage		LS			included
12	Earthwork/Fill		LS			included
13	Sod		SY			included
14	Repair Existing		LS			included
15	Testing		LS			included
16	3000 psi concrete paving		SY			included
17	Sidewalk		LF			included
18	Dumpster Pad & Wall		LS			included
19	Gravel Road Tie-in		LS			included
20	Mod Type 6 Inlet		EA			included
21	Mod Type D Curb		LF			included
22	Ribbon Cub		LF			included
23	8" PVC Water Main		LF			included
24	Water Main Fittings		LS			included
25	Fire Hydrant Assembly		EA			included
26	8" Gate Valve		EA			included
27	6" Gate Valve		EA			included
28	4" Gate Valve		EA			included
29	Wet Tap Existing Water Main		EA			included
30	3" Poly water service		LF			included
31	6" Fire line sprinkler Service		LF			included
32	4" Fire line sprinkler Service		LF			included
33	6" DCVA w/ FDC		EA			included
34	4" DCVA w/ FDC		EA			included
35	18" RCP Storm Pipe		LF			included
36	18" MES with Splash Pad		EA			included

Subtotal 800,000.00  
 110% Payment and Performance Bond 12,000.00  
 Total Price 812,000.00  
 TOTAL BASE BID PRICE for the Contract (Sum of Items 1-36 plus bonds):

Eight Hundred Twelve Thousand Dollars      \$ 812,000.00  
 (In Words)      (In Figures)

<u>Division #</u>	<u>Description</u>	<u>Material Cost</u>	<u>Total Cost</u> <del>Labor Costs</del>
DIV 03	Concrete	\$ included	\$ 210,000
DIV 04	Masonry	\$ included	\$ 175,000
DIV 05	Metals	\$ included	\$ included
DIV 06	Wood & Plastics	\$ included	\$ 20,000
DIV 07	Thermal / Moisture Protection	\$ included	\$ 35,000
DIV 08	Door, Windows & Hardware	\$ included	\$ 250,000
DIV 09	Finishes	\$ included	\$ 300,000
DIV 10	Specialities	\$ included	\$ 70,000
DIV 12	Furnishings	\$ included	\$ 7,000
DIV 13	Metal Building	\$ included	\$ 308,000
DIV 21	Fire Suppresion	\$ included	\$ 75,500
DIV 22	Plumbing	\$ included	\$ 170,000
DIV 23	HVAC	\$ included	\$ 280,500
DIV 26	Electrical	\$ included	\$ 486,000
DIV 28	Fire Alarm	\$ included	\$included in electric
DIV 32	Exterior Improvements	\$ included	\$ included
Other List		\$	\$

Subtotal

Subtotal (Materials & Labor)	\$ 2,387,000.00
100% Payment and Performance Bond	\$ 35,000.00
Total Base Bid Price	\$ 2,422,000.00

For Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

two million four hundred-twenty two thousand dollars \$ 2,422,000.00  
(In Words) (In figures)

**FRUITLAND PARK PUBLIC WORKS - PROJECT TOTAL BASE BID PRICE**

Includes Civil, Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

Three million two hundred-thirty four thousand dollars \$ 3,234,000.00  
(In Words) (In figures)

NAME OF BIDDER: GSB Construction & Development, Inc.

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

4. The following documents are attached to and made a condition of this Bid:
  - (a) Bid Security (surety bond or cashier's check).
  - (b) Power of Attorney (for surety bond only).
  - (c) Questionnaire (Bidding Documents, Section 00301).
  - (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
  - (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
  - (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
  - (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
  - (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
  - (i) Bidder Certification (Bidding Documents, Section 00020)
  - (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
  - (k) Certificate of Insurability
  
5. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.
  
6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: GSB Construction & Development, Inc.

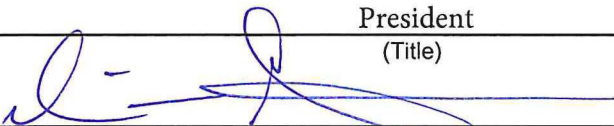
**A CORPORATION**

GSB Construction & Development, Inc.  
(Corporation Name)

Florida  
(State of Incorporation)

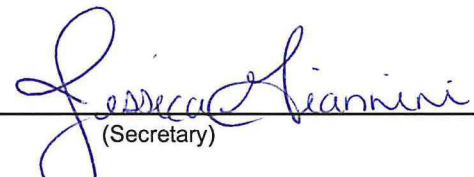
BY Dominic Giannini  
(Name of Person Authorized to Sign)

President  
(Title)

  
(Authorized Signature)



(CORPORATE SEAL)

ATTEST Jessica Giannini   
(Secretary)

Doing Business as: GSB Construction & Development, Inc.

Business Address: 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785

Telephone No.: 352-748-1949

Corporation President Dominic Giannini

Florida License No.: CGC1529838

**SECTION 00301  
QUESTIONNAIRE**

DATE August 10, 2022

PROJECT IDENTIFICATION:

**City of Fruitland Park – Public Works Building at WWTP**

NAME OF BIDDER: GSB Construction & Development, Inc.

BUSINESS ADDRESS: 8470 NE 44th Drive, Suite B Wildwood, Florida 34785

TELEPHONE NO.: 352-748-1949

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1529838

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?

2

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

Hardage Giddens Funeral Home \$2 million

Estimated completion 9/2022

Owner: SCI Funeral Services of Florida, LLC

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. Name three (3) municipalities for which you have performed work and to which you refer:

Lake County - Dave Burgess

Lake County - Electron Machine Corp Hangar - GAI Consultants

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

Yes

6. Will you Subcontract any part of this Work? If so, describe which portions:

Yes, all trades.

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7. What equipment do you own that is available for the Work?

N/A

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8. What equipment will you purchase for the Work?

N/A

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9. What equipment will you rent for the Work?

N/A

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10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

N/A - See Bonding letter.

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11. State the true and exact, correct, and complete name under which you do business. Bidder is:

GSB Construction & Development, Inc.

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END OF SECTION

**SECTION 00301-A  
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

**Firm Name:** Alex-Cor, Inc.  
**Address:** 1300 Lucas Street Leesburg, Florida 34748  
**Telephone No:** (352) 326 - 9566  
**Trade:** Concrete **Estimated Dollar Amount:** \$450,000.00

**Firm Name:** Professional Dirt Service  
**Address:** 10 W Lake View Ave. Eustis, Florida 32726  
**Telephone No:** (352) 589 - 7000  
**Trade:** Site Work **Estimated Dollar Amount:** \$550,000.00

**Firm Name:** Orlando Metal Building Erectors  
**Address:** 17540 SE 294th Court Road Umatilla, Florida 32784  
**Telephone No:** (407) 917 - 9762  
**Trade:** Steel **Estimated Dollar Amount:** \$400,000.00

**Firm Name:** South Lake Electric, Inc.  
**Address:** 11013 State Road 33 Groveland, Florida 34736  
**Telephone No:** (352) 429 - 2624  
**Trade:** Electric **Estimated Dollar Amount:** \$420,000.00

**Firm Name:** Southern Plumbing of Ocala  
**Address:** 1717 NW 58 Lane Ocala, Florida 34475  
**Telephone No:** (352) 629 - 2747  
**Trade:** Plumbing **Estimated Dollar Amount:** \$160,000.00

**Firm Name:** Allman's A/C  
**Address:** 3664 CR 561 Tavares, Florida 32778  
**Telephone No:** (352) 735 - 6279  
**Trade:** HVAC **Estimated Dollar Amount:** \$250,000.00

**Firm Name:** Elite Fire Protection, Inc.  
**Address:** 4145 County Rd 561 Tavares, Florida 32778  
**Telephone No:** (352) 639 - 4119  
**Trade:** Fire Protection **Estimated Dollar Amount:** \$60,000.00

END OF SECTION





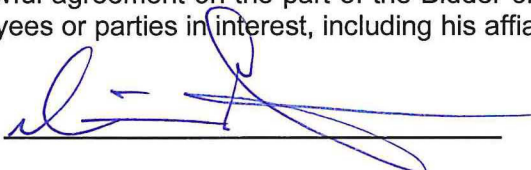
**SECTION 00480  
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Sumter

Dominic Giannini, being first duly sworn deposes and says that:

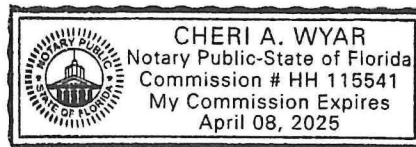
1. He is the President, of GSB Construction & Dev., Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By 

Sworn and subscribed to before me this 10 day of August, 2022, in the State of Florida, County of Sumter.

Cheri Wyar Notary Public

My Commission Expires: 4-8-2025



END OF SECTION

**SECTION 00490  
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

**City of Fruitland Park – Public Works Building at WWTP**


A. Trench Box

Ten Thousand Dollars  
(Cost in Words)

TOTAL \$ 10,000.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: GSB Construction & Dev., Inc. DATE: 8-10-02

BY: 

END OF SECTION

**BIDDER CERTIFICATION**

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature  Date Signed 8-10-22  
Printed Name Dominic Giannini Title President  
Title President Telephone Number ( 352 ) 748-1949  
Company GSB Construction & Development, Inc Fax Number (352 ) 748-1065  
Address 8470 NE 44th Drive, Suite B City/State Wildwood, FL Zip 34785  
Email dgiannini@gsbconstructioninc.com

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,  
GSB Construction & Development, Inc.

(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein."

[Signature]  
Authorized Signature

8-10-22  
Date Signed

State of: Florida

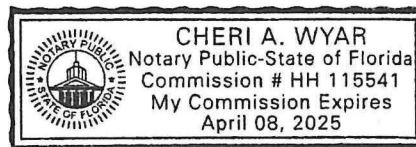
County of: Sumter

Sworn to and subscribed before me this 10 day of August, 2022

Personally known  or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

Cheri Wyar  
Signature of Notary

My Commission Expires 4-8-2025



END OF DOCUMENT





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GIANNINI, DOMINIC ANTONIO**

GSB CONSTRUCTION & DEVELOPMENT, INC.  
8470 NE 44TH DR STE B  
WILDWOOD FL 34785

**LICENSE NUMBER: CGC1529838**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**John Gella Memorial Unit 219, Inc.**  
**American Legion Auxiliary**  
194 West Fountain Street  
P O Box 904  
Fruitland Park, FL 34731-0904  
(352) 787-2338

October 1, 2022

Mayor Chris Cheshire  
506 W. Berckman Street  
Fruitland Park, FL 34731

Dear Mayor Cheshire:

On behalf of John Gella Memorial Unit 219 of the American Legion Auxiliary and the whole "219 Family," I am requesting permission from the City of Fruitland Park to hold the 10<sup>th</sup> Annual Wreaths Across America wreath laying at Shiloh Cemetery on Saturday, December 17, 2022. The ceremony, like hundreds of others across the nation, will be held at 12 noon.

It would also be great to have the day proclaimed as Wreaths Across America Day in Fruitland Park as has been done in past years.

Also, as in the past years, we will need the City's assistance with having bleachers brought in so that our citizens will have comfortable seating during the ceremony.

The City of Fruitland Park and its community members have been great in supporting this event each year. We hope citizens will come to participate and place the wreaths as they have done in the past.

I look forward to hearing from you. If you need more information and/or need me to attend a City Commission Meeting, please contact me.

For God and Country,

Diane Rousseau  
Wreaths Across America Chairman  
Home #352-360-0016  
Cell #352-430-4714



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

**ITEM TITLE:** Resolution 2022-061 Planning and Zoning Board Appointment

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Friday, October 7, 2022

**SUBMITTED BY:** City Attorney/City Clerk

**BRIEF NARRATIVE:** Resolution 2022-061 appointing a member to the P&Z Board.

**FUNDS REQUIRED:** \$4,020 – 01511-10131

**ATTACHMENTS:** Proposed resolution

**RECOMMENDATION:**

**ACTION:**

**RESOLUTION 2022-061**

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

**WHEREAS**, Article VII, Section 7.01 of the Charter of the City of Fruitland Park provides for a Planning and Zoning Board consisting of members with three-year terms of office; and

**WHEREAS**, the position held by Fred Collins is set to expire October 1, 2022; and

**WHEREAS**, it is necessary to appoint a member to serve a new three-year term; and

**WHEREAS**, it is the City’s desire to appoint \_\_\_\_\_ to serve a three-year term commencing October 2, 2022.

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

1. \_\_\_\_\_ is hereby appointed to the Planning and Zoning Board of the City of Fruitland Park to serve a three-year term to commence October 2, 2022 and expire October 1, 2025.

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 \_\_\_\_\_, 2022, by the City Commission of the City of Fruitland Park, Florida.

\_\_\_\_\_  
City of Fruitland Park  
Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk, MMC

\_\_\_\_\_  
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

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

**ITEM TITLE:** Resolution 2022-055 and Budget Amendment  
BT2022-008 – FY 2021-22 End of Year Adjustments

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Monday, September 19, 2022

**SUBMITTED BY:** City Treasurer

**BRIEF NARRATIVE:** Resolution 2022-055 and Budget Amendment  
BT2022-008 FY 2021-22 end of year budget adjustments cover department  
overages in expenses for fire, solid waste, recreation, parks and other general  
government and increases the general fund by \$325,504. Some revenues were  
high than estimated and will cover overages.

**FUNDS REQUIRED:** See above.

**ATTACHMENTS:** Proposed resolution, BT 2022-008 and budget  
pages.

**RECOMMENDATION:** Adopt Resolution 2022-055.

**ACTION:** Approve BT 2022-008 and Resolution 2022-055  
FY2022 End of Year Adjustments.

**RESOLUTION 2022-055**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE GENERAL FUND BUDGET \$325,504; AND MOVE VARIOUS BUDGET LINE ITEMS TO COVER OVERAGES AND SHORTAGES FOR END OF YEAR REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Fiscal Year 2021-2022 budget of the City of Fruitland Park was adopted on September 23, 2021; and

WHEREAS, the realities of the 2021-2022 fiscal year have not matched exactly with the adopted budget; and

WHEREAS, additional monies have been added; and

WHEREAS, the City Commission desires to amend the 2021-2022 Fiscal Year budget to increase the general fund by \$325,504; and

WHEREAS, transferring various amounts between accounts will cover shortages in revenues and expenses.

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

Section 1. The 2021/2022 budget adopted on September 23, 2021 is amended as set forth in Exhibit "A" attached hereto.

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 13<sup>th</sup> day of October 2022, by the City Commission of the City of Fruitland Park, Florida.

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City of Fruitland Park  
Chris Cheshire, Mayor

Attest:

---

Esther B. Coulson, MMC  
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 and legality:

\_\_\_\_\_  
Anita Geraci-Carver  
City Attorney

Amend #	<u>BT2022-008</u>
Date	9/19/2022
Comm Approve	10/13/2022

	Account Name	Acct #	Increase	Decrease
Revenue	Fire Assessmetn Villages	01001-34220	15,200.00	
Expenses	FD Contractual Villages	01522-30345	15,200.00	

Revenue	SW Collection	01001-34340	250,654.00	
Expense	SW Collection	01534-30434	193,654.00	
Expense	SW Disposal	01534-30435	57,000.00	

Revenue	Entertainment	01001-34741	5,000.00	
Expense	Rec Entertainment	01574-30484	5,000.00	

Revenue	Cemetery Lot Sales	01001-36410	2,850.00	
Expenses	Parks Cemetery Cost	01573-53901	2,850.00	
Expense	Parks Wages	01573-10120		31,000.00
Expense	Parks Waters	01573-30431	31,000.00	

Revenue	Insurance Claim Proceeds	01001-36442	51,800.00	
Expense	OGG Facilities Maint	01519-30464	51,800.00	
Expense	OGG Water	01519-30431	17,000.00	
Expense	OGG Advertising	01519-30480	5,200.00	
Expense	OGG Office Supplies	01519-30510	4,850.00	
Expense	OGG Supplies	01519-30520	3,710.00	
Expense	OGG Equipment Purchase	01519-60640	5,000.00	
Expense	OGG Contractual Services	01519-30340		35,760.00

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13		JOURNAL DETAIL 2022 1 TO 2022 13					
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL
33830 COUNTY ONE CENT GAS TAX	-36,157	0	-36,157	-30,032.36	.00	-6,124.64	83.1%
33840 LAKE COUNTY FIRE	-50,825	0	-50,825	-50,825.00	.00	.00	100.0%
TOTAL INTERGOVERN. REVENUE	-1,445,455	0	-1,445,455	-3,918,800.96	.00	2,473,345.96	271.1%
<b>34 CHARGES FOR SERVICES</b>							
33547 FDOT HWY MOWING MAINT	-33,057	0	-33,057	-47,657.18	.00	14,600.18	144.2%
33548 FDOT TRAFFIC SIGNAL MAINTENAN	-9,752	0	-9,752	.00	.00	-9,752.00	.0%
34120 ZONING FEES	-8,529	0	-8,529	-9,764.98	.00	1,235.98	114.5%
34140 COPYING / RCDS REQ/CERT	-1,851	0	-1,851	-2,291.09	.00	440.09	123.8%
34220 FIRE INSPECTION FEES	-11,448	0	-11,448	-2,000.00	.00	-9,448.00	17.5%
34223 FIRE ASSESSMENT VILLAGE	-355,276	0	-355,276	-370,537.95	.00	15,261.95	104.3%
34290 SCHOOL PUBLIC SAFETY-COUNTY	-59,052	0	-59,052	-61,086.00	.00	2,034.00	103.4%
34335 OTHER REVENUES	-29,457	0	-29,457	-24,097.45	.00	-5,359.55	81.8%
34340 SOLID WASTE COLLECTION	-231,301	0	-231,301	-325,573.95	.00	94,272.95	140.8%
34341 SOLID WASTE DISPOSAL	-193,101	0	-193,101	-163,599.92	.00	-29,501.08	84.7%
34342 YARDWASTE COLLECTION	-38,597	0	-38,597	-14,060.37	.00	-24,536.63	36.4%
34343 YARDWASTE DISPOSAL	-13,381	0	-13,381	-4,775.26	.00	-8,605.74	35.7%
34344 RECYCLE	-51,315	0	-51,315	-18,774.35	.00	-32,540.65	36.6%
34345 ADMIN FEE-GARBAGE BILLING	-65,008	0	-65,008	-52,230.39	.00	-12,777.61	80.3%
34346 ADM. FEE-IMPACT FEE	-8,492	0	-8,492	-1,700.00	.00	-6,792.00	20.0%
34391 STORMWATER FEE	-51,882	0	-51,882	-50,526.04	.00	-1,355.96	97.4%
34393 REG ABANDONED PROPERTY	-2,220	0	-2,220	-1,525.00	.00	-695.00	68.7%
34712 LIBRARY FEE OUT/COUNTY	-1,659	0	-1,659	-1,750.00	.00	91.00	105.5%
34713 LIBRARY CAFE	-12,000	0	-12,000	-12,295.68	.00	295.68	102.5%
34717 FRUITLAND PK DAY PROCEEDS	0	0	0	-7,595.00	.00	7,595.00	100.0%
34719 CONCESSIONS	-2,000	0	-2,000	-878.20	.00	-1,121.80	43.9%
34720 POOL FEES	-12,120	0	-12,120	-2,564.60	.00	-9,555.40	21.2%
34721 RECREATION FEES	0	0	0	-750.00	.00	750.00	100.0%
34725 POOL SWIM PROG/LESSONS	-3,398	0	-3,398	.00	.00	-3,398.00	.0%
34741 ENTERTAINMENT	0	0	0	-5,121.56	.00	5,121.56	100.0%
34755 RENT RECREATION FACILITY	-2,753	0	-2,753	-4,380.00	.00	1,627.00	159.1%
34759 FACILITY RENTAL FEE	0	0	0	-7,382.82	.00	7,382.82	100.0%
34900 LIEN SEARCH FEE	-7,951	0	-7,951	-9,405.00	.00	1,454.00	118.3%
TOTAL CHARGES FOR SERVICES	-1,205,600	0	-1,205,600	-1,202,322.79	.00	-3,277.21	99.7%

### 35 FINES & FORFEITURES

*+15,200 thru June*  
*+326,773*  
*+146K*  
*+57K*  
*3600*  
*D*  
*+5000*

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13		JOURNAL DETAIL 2022 1 TO 2022 13					
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
35110 TRAFFIC COURT FINES & FORFEIT	-21,253	0	-21,253	-16,140.91	.00	-5,112.09	75.9%
35130 POLICE EDUCATION FUND 2ND \$	-2,586	0	-2,586	-1,574.06	.00	-1,011.94	60.9%
35200 LIBRARY FINES	-3,353	0	-3,353	-1,801.28	.00	-1,551.72	53.7%
35900 FINES & FORFEITURES-COUNTY	-63	0	-63	.00	.00	-63.00	.0%
TOTAL FINES & FORFEITURES	-27,255	0	-27,255	-19,516.25	.00	-7,738.75	71.6%
<b>36 MISC. REVENUE</b>							
36120 INTEREST EARNED	-69,358	0	-69,358	-25,030.76	.00	-44,327.24	36.1%
36132 INTEREST ON AD VALOREM	-227	0	-227	-1,749.74	.00	1,522.74	770.8%
36201 STATE LIBRARY ERATE REFUND	-14,400	0	-14,400	-21,600.00	.00	7,200.00	150.0%
36322 POLICE IMPACT FEE	-37,853	0	-37,853	-22,430.06	.00	-15,422.94	59.3%
36410 CEMETERY LOT SALES	-10,225	0	-10,225	-13,075.00	.00	2,850.00	127.9%
36442 INSURANCE CLAIM PROCEEDS	0	0	0	-775.00	.00	775.00	100.0%
36602 PD DONATIONS	0	0	0	-7,700.00	.00	7,700.00	100.0%
36604 LIBRARY (NEW) DONATIONS	0	0	0	-200.00	.00	200.00	100.0%
36942 RESTITUTION	0	0	0	-640.00	.00	640.00	100.0%
36943 REIMB MAILING SURROUNDING PRO	-521	0	-521	-2,763.41	.00	2,242.41	530.4%
36944 COST OF CONVICTION - PD	-4,897	0	-4,897	-2,466.47	.00	-2,430.53	50.4%
36946 REIMBURSEMENT MISC B&Z	-6,778	0	-6,778	-5,566.91	.00	-1,211.09	82.1%
36947 REIMB PLANNING FEES	-18,148	0	-18,148	-32,016.23	.00	13,868.23	176.4%
36948 REIMB ENGINEERING FEES	-4,884	0	-4,884	-14,602.06	.00	9,718.06	299.0%
36990 MISC REVENUE	-4,006	0	-4,006	-872.34	.00	-3,133.66	21.8%
36991 MISC REVENUE - PD	-907	0	-907	-861.96	.00	-45.04	95.0%
36993 FUEL TAX REFUNDS	-5,640	0	-5,640	-5,527.56	.00	-112.44	98.0%
TOTAL MISC. REVENUE	-177,844	0	-177,844	-157,877.50	.00	-19,966.50	88.8%
<b>38 NON REVENUES</b>							
38009 XFER IN STORMWATER FBAL	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
38012 XFER IN BUILDING (PERMIT FEES	-809,594	0	-809,594	.00	.00	-809,594.00	.0%
38014 TX IN FM FIRE PESNION	0	0	0	-258,096.19	.00	258,096.19	100.0%
38150 XFER IN REDEVELOPMENT	-43,342	0	-43,342	-32,506.71	.00	-10,835.29	75.0%
TOTAL NON REVENUES	-952,936	0	-952,936	-290,602.90	.00	-662,333.10	30.5%
TOTAL GENERAL FUND REVENUES	-9,131,070	0	-9,131,070	-11,157,066.11	.00	2,025,996.11	122.2%

*claim +51,800*  
*+2850*  
*+51,800*



# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13		JOURNAL DETAIL 2022 1 TO 2022 13						
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT	
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	

**01522 FIRE CONTROL**

**30 OPERATING EXPENSES**

30345 CONTRACTUAL VILLAGES	355,276	0	355,276	366,365.52	.00	-11,089.52	103.1%	<i>Rev</i> <i>+15,200</i>
30464 FACILITIES REPAIRS/MAINT	15,000	0	15,000	5,269.35	.00	9,730.65	35.1%	
TOTAL OPERATING EXPENSES	370,276	0	370,276	371,634.87	.00	-1,358.87	100.4%	
TOTAL FIRE CONTROL	370,276	0	370,276	371,634.87	.00	-1,358.87	100.4%	

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13			JOURNAL DETAIL 2022 1 TO 2022 13					
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT	
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>01534 SOLID WASTE</b>								
<b>30 OPERATING EXPENSES</b>								
30434 SOLID WASTE COLLECTION	231,301	0	231,301	374,955.27	+48K	.00	-143,654.27	162.1%
30435 SOLID WASTE DISPOSAL	193,101	0	193,101	230,285.44	+19K	.00	-37,184.44	119.3%
30436 YARDWASTE COLLECTION	38,597	0	38,597	14,060.37	Feb	.00	24,536.63	36.4%
30437 YARDWASTE DISPOSAL	13,381	0	13,381	4,775.26	Feb	.00	8,605.74	35.7%
30438 RECYCLE	51,315	0	51,315	18,774.35	Feb STOP	.00	32,540.65	36.6%
TOTAL OPERATING EXPENSES	527,695	0	527,695	642,850.69		.00	-115,155.69	121.8%
<b>90 NON-OPERATING</b>								
90999 CLRG ACCT/GARBAGE DISPOSA	0	0	0	-160,456.24		.00	160,456.24	100.0%
TOTAL NON-OPERATING	0	0	0	-160,456.24		.00	160,456.24	100.0%
TOTAL SOLID WASTE	527,695	0	527,695	482,394.45		.00	45,300.55	91.4%

*thru Avg*

*Rev  
+193,654  
+57,000*

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13 JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
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**01574 RECREATION**

**10 PERSONAL SERVICES**

10110 SALARY	59,473	0	59,473	57,745.92	.00	1,727.08	97.1%
10111 BONUS	686	0	686	686.16	.00	-0.16	100.0%
10120 WAGES	75,787	0	75,787	62,737.74	.00	13,049.26	82.8%
10121 BONUS	595	0	595	770.04	.00	-175.04	129.4%
10140 OVERTIME	0	0	0	1,156.70	.00	-1,156.70	100.0%
10159 PHONE ALLOWANCE	180	0	180	165.00	.00	15.00	91.7%
10210 FICA	11,480	0	11,480	8,875.21	.00	2,604.79	77.3%
10220 RETIREMENT	14,635	0	14,635	13,116.85	.00	1,518.15	89.6%
10230 HEALTH INSURANCE	15,161	0	15,161	15,161.28	.00	.00	100.0%
10233 LIFE INSURANCE	216	0	216	198.00	.00	18.00	91.7%
10236 DENTAL INSURANCE	447	0	447	469.58	.00	-22.22	105.0%
10240 WORKERS COMPENSATION	6,090	0	6,090	5,565.24	.00	524.76	91.4%
TOTAL PERSONAL SERVICES	184,751	0	184,751	166,647.72	.00	18,102.92	90.2%

**30 OPERATING EXPENSES**

30340 CONTRACTUAL SERVICES	32,225	0	32,225	28,092.06	.00	4,132.94	87.2%
30400 TRAVEL/PER DIEM	7,700	0	7,700	290.25	.00	7,409.71	3.8%
30410 COMMUNICATIONS	5,400	0	5,400	6,645.40	.00	-1,245.40	123.1%
30420 POSTAGE	300	0	300	.00	.00	300.00	.0%
30430 ELECTRIC	13,200	0	13,200	9,958.30	.00	3,241.70	75.4%
30431 WATER	9,000	0	9,000	3,364.31	.00	5,635.69	37.4%
30440 RENTAL OF EQUIPMENT	1,800	0	1,800	1,813.40	.00	-13.40	100.7%
30450 INSURANCE	7,986	0	7,986	7,513.88	.00	472.12	94.1%
30462 VEHICLE REPAIRS/MAINT	1,000	0	1,000	405.14	.00	594.86	40.5%
30463 EQUIPMENT REPAIRS/MAINT	4,350	0	4,350	584.19	.00	3,765.81	13.4%
30464 FACILITIES REPAIRS/MAINT	10,000	0	10,000	5,835.44	.00	4,164.56	58.4%
30470 PRINTING & COPYING	2,000	0	2,000	1,825.14	.00	174.86	91.3%
30480 ADVERTISING	10,208	0	10,208	9,355.24	.00	852.76	91.6%
30484 ENTERTAINMENT	0	0	0	4,036.35	.00	-4,036.35	100.0%
30510 OFFICE SUPPLIES	900	0	900	1,416.16	.00	-516.16	157.4%
30519 SUPPLIES SENIOR SOCIAL	8,400	0	8,400	5,906.09	.00	2,493.91	70.3%
30520 SUPPLIES	7,950	0	7,950	9,251.94	.00	-1,301.94	116.4%
30521 UNIFORMS	1,000	0	1,000	271.00	.00	729.00	27.1%

+5000 Rev

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13 JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
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**01573 PARKS/RECREATION MAINTENANCE**

**10 PERSONAL SERVICES**

10120 WAGES	137,404	0	137,404	89,085.66	.00	48,318.34	64.8%	- 31,000
10121 BONUS	1,585	0	1,585	651.04	.00	933.96	41.1%	
10140 OVERTIME	4,500	0	4,500	3,343.99	.00	1,156.01	74.3%	
10210 FICA	11,940	0	11,940	6,893.66	.00	5,046.34	57.7%	
10220 RETIREMENT	13,484	0	13,484	10,016.19	.00	3,467.81	74.3%	
10230 HEALTH INSURANCE	30,322	0	30,322	22,741.92	.00	7,580.52	75.0%	
10233 LIFE INSURANCE	432	0	432	270.00	.00	162.00	62.5%	
10236 DENTAL INSURANCE	895	0	895	570.63	.00	324.09	63.8%	
10240 WORKERS COMPENSATION	6,400	0	6,400	5,848.52	.00	551.48	91.4%	
<b>TOTAL PERSONAL SERVICES</b>	<b>206,962</b>	<b>0</b>	<b>206,962</b>	<b>139,421.61</b>	<b>.00</b>	<b>67,540.55</b>	<b>67.4%</b>	

**30 OPERATING EXPENSES**

30340 CONTRACTUAL SERVICES	29,300	0	29,300	8,800.24	.00	20,499.76	30.0%	
30410 COMMUNICATIONS	900	0	900	.00	.00	900.00	.0%	
30420 POSTAGE	20	0	20	17.49	.00	2.51	87.5%	
30430 ELECTRIC	8,100	0	8,100	5,233.72	.00	2,866.28	64.6%	
30431 WATER	24,000	0	24,000	54,792.75	.00	-30,792.75	228.3%	+ 31,000
30440 RENTAL OF EQUIPMENT	3,500	0	3,500	.00	.00	3,500.00	.0%	
30450 INSURANCE	11,826	0	11,826	11,126.84	.00	699.16	94.1%	
30462 VEHICLE REPAIRS/MAINT	6,000	0	6,000	1,838.28	.00	4,161.72	30.6%	
30463 EQUIPMENT REPAIRS/MAINT	7,450	0	7,450	5,586.96	.00	1,863.04	75.0%	
30464 FACILITIES REPAIRS/MAINT	11,500	0	11,500	5,213.70	.00	6,286.30	45.3%	
30510 OFFICE SUPPLIES	1,500	0	1,500	306.02	.00	1,193.98	20.4%	
30520 SUPPLIES	17,600	0	17,600	10,655.43	.00	6,944.57	60.5%	
30521 UNIFORMS	2,788	0	2,788	1,571.15	.00	1,216.85	56.4%	
30522 FUEL	14,700	0	14,700	5,739.67	.00	8,960.33	39.0%	
53901 CEMETERY COSTS	9,000	0	9,000	17,152.33	.00	-8,152.33	190.6%	+ 2850 Rev
<b>TOTAL OPERATING EXPENSES</b>	<b>148,184</b>	<b>0</b>	<b>148,184</b>	<b>128,034.58</b>	<b>.00</b>	<b>20,149.42</b>	<b>86.4%</b>	

**60 CAPITAL OUTLAY**

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13 JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL

**01519 OTHER GEN GOVT SERVICES**

**10 PERSONAL SERVICES**

10120 WAGES	32,136	0	32,136	30,695.23	.00	1,440.77	95.5%
10121 BONUS	371	0	371	123.60	.00	247.40	33.3%
10140 OVERTIME	0	0	0	92.70	.00	-92.70	100.0%
10210 FICA	2,733	0	2,733	2,282.96	.00	450.04	83.5%
10220 RETIREMENT	3,477	0	3,477	3,417.40	.00	59.60	98.3%
10230 HEALTH INSURANCE	7,581	0	7,581	6,251.76	.00	1,328.88	82.5%
10233 LIFE INSURANCE	108	0	108	108.00	.00	.00	100.0%
10236 DENTAL INSURANCE	224	0	224	.00	.00	223.68	.0%
10240 WORKERS COMPENSATION	1,366	0	1,366	1,248.28	.00	117.72	91.4%
10250 UNEMPLOYMENT COMPENSATION	6,000	0	6,000	-3,476.48	.00	9,476.48	-57.9%
<b>TOTAL PERSONAL SERVICES</b>	<b>53,995</b>	<b>0</b>	<b>53,995</b>	<b>40,743.45</b>	<b>.00</b>	<b>13,251.87</b>	<b>75.5%</b>

**30 OPERATING EXPENSES**

30313 PROFESSIONAL FEES	10,990	0	10,990	5,860.00	.00	5,130.00	53.3%	
30340 CONTRACTUAL SERVICES	128,781	-2,000	126,781	49,927.26	.00	76,853.24	39.4%	-35,760
30344 BANK FEES/SERVICE CHARGES	720	2,000	2,720	2,524.80	.00	195.20	92.8%	
30410 COMMUNICATIONS	25,504	0	25,504	26,120.25	.00	-616.25	102.4%	
30420 POSTAGE	50	0	50	2.99	.00	47.01	6.0%	
30430 ELECTRIC	24,000	0	24,000	20,168.50	.00	3,831.50	84.0%	
30431 WATER	12,000	0	12,000	23,844.13	.00	-11,844.13	198.7%	+17,000
30440 RENTAL OF EQUIPMENT	3,720	0	3,720	6,253.67	.00	-2,533.67	168.1%	
30450 INSURANCE	23,039	0	23,039	21,676.92	.00	1,362.08	94.1%	
30462 VEHICLE REPAIRS/MAINT	2,000	0	2,000	1,469.11	.00	530.89	73.5%	
30463 EQUIPMENT REPAIRS/MAINT	1,224	0	1,224	1,095.26	.00	128.74	89.5%	
30464 FACILITIES REPAIRS/MAINT	16,000	0	16,000	55,538.25	4,290.00	-43,828.25	373.9%	+57,800 Rev
30465 SERVICE CONTRACTS	900	0	900	609.75	.00	290.25	67.8%	
30470 PRINTING & COPYING	1,000	0	1,000	.00	.00	1,000.00	.0%	
30480 ADVERTISING	1,500	0	1,500	6,644.88	.00	-5,144.88	443.0%	+5200
30481 GOODWILL	21,750	0	21,750	18,868.47	.00	2,881.53	86.8%	
30490 MISC EXPENSE	0	0	0	23.00	.00	-23.00	100.0%	
30491 REDEVELOPMENT TAXES	292,767	0	292,767	291,394.00	.00	1,373.00	99.5%	+4850
30510 OFFICE SUPPLIES	2,800	0	2,800	7,617.39	.00	-4,817.39	272.0%	+3710
30520 SUPPLIES	13,800	0	13,800	17,506.76	.00	-3,706.76	126.9%	

# CITY OF FRUITLAND PARK



## YEAR-TO-DATE BUDGET REPORT

THRU SEP 19, 2022

FOR 2022 13		JOURNAL DETAIL 2022 1 TO 2022 13						
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENC/REQ	AVAILABLE	PCT	
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL	
30521 UNIFORMS	1,090	0	1,090	513.96	.00	576.04	47.2%	
30522 FUEL	2,500	0	2,500	1,257.83	.00	1,242.17	50.3%	
30541 SUBSCRIPTIONS	0	0	0	453.96	.00	-453.96	100.0%	
TOTAL OPERATING EXPENSES	586,135	0	586,135	559,371.14	4,290.00	22,473.36	96.2%	
<b>60 CAPITAL OUTLAY</b>								
60640 EQUIPMENT PURCHASES	0	0	0	4,889.00	.00	-4,889.00	100.0%	
TOTAL CAPITAL OUTLAY	0	0	0	4,889.00	.00	-4,889.00	100.0%	
TOTAL OTHER GEN GOVT SERVICES	640,130	0	640,130	605,003.59	4,290.00	30,836.23	95.2%	

*Servers CH*

*+5000*

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

**ITEM TITLE:** eCivis Program (Grant) Proposal Discussion

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Wednesday, October 6, 2022

**SUBMITTED BY:** City Manager

**BRIEF NARRATIVE:** eCivis (supported by the Florida League of Cities Inc.) submitted a grant proposal on its a grant management system and cost allocation software. This software is used by state and local governments to assist with searching tracking and administrating grants; however, the program excludes writing of grant applications. (Discussed at the September 22, 2022 regular meeting.)

**FUNDS REQUIRED:**

**ATTACHMENTS:** price quote and list of local governments (forthcoming)

**RECOMMENDATION:**

**ACTION:**



## Price Quote

Prepared for

Gary La Venia, City Manager & Esther Coulson, City Clerk  
Fruitland Park, FL

by

**Meg McLean**  
eCivis

This proposal is subject to a review of the Scope of Work

10/07/2022



# eCivis Price Quote

Quotation ID#: FruitlandParkFL09282022

SaaS Subscription	Units	Avg Unit Price	Total Price
Grants Network™ Grantee Pre-Award Software	1	\$750.00	\$750.00
Grants Network™ Grantee Pre-Award Add-on State Grants	1	\$250.00	\$250.00
Grants Network™ Grantee Post-Award Software	1	\$1,000.00	\$1,000.00
Included User Licenses	2	\$0	\$0
Per User Additional Licenses	3	\$250.00	\$750.00
<b>Recurring Annual Fee(s) Sub-Total</b>			<b>\$2,750.00</b>

Implementation Services	Units	Avg Unit Price	Total Price
Grants Network Grantee Base Implementation - Services	1	\$1,575.00	\$1,575.00
Grants Network Grantee Full Implementation - Services	1	\$8,775.00	\$8,775.00
Grants Network Data Integration and Migration – Services	1	\$13,500.00	\$13,500.00
<b>Non-Recurring Fee(s) Sub-Total</b>			<b>\$23,850.00</b>
<b>TOTAL YEAR 1 PRICE</b>			<b>\$26,600.00</b>

## Pricing Notes

Pricing valid through 12/31/2022

- eCivis annual subscription is based on a 5-year term
- eCivis will apply a 7% inflationary increase beginning in year 2
- eCivis Annual fees
  - Year 1 is \$26,600.00 (SaaS and Professional Services)
  - Year 2 is \$2,942.50 (includes 7% increase)
  - Year 3 is \$3,148.48 (includes 7% increase)
  - Year 4 is \$3,368.87 (includes 7% increase)
  - Year 5 is \$3,604.69 (includes 7% increase)
  - Total 5 Year contract is **\$39,664.54**
- Above pricing in US dollars
- Applicable Taxes Extra
- Pricing is not applicable in response to a formal RFP Process
- Terms of Payment:
  - Software:
    - 100% upon Contract Effective Date (Net 30)
    - Year 2 due 365 days from Contract Effective Date and annually thereafter
  - Professional Services:
    - 100% upon Contract Effective Date (Net 30)
- Additional Professional Services are available upon request at eCivis's then current hourly rate, currently set at \$225/hr.
- Additional Licenses can be purchased for \$250/User /Year



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

**ITEM TITLE:** Deed Compliance Rule – VCDD 11 Discussion

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Wednesday, October 6, 2022

**SUBMITTED BY:** City Manager

**BRIEF NARRATIVE:** Villages of Fruitland Park - Discussion on deed restrictions enforcement and consider the letter as consent to implement VCDD No. 11's request.

**FUNDS REQUIRED:**

**ATTACHMENTS:** BB Law's letter, VCDD 11's request, Chapter 1 Deed Compliance Rule, and city's draft letter of consent

**RECOMMENDATION:**

**ACTION:**



MARK A. BRIONEZ, ESQ.  
MarkB@BBLawFL.com

STEPHANIE J. BRIONEZ, ESQ.  
StephB@BBLawFL.com

September 30, 2022

*Via U.S. Mail and E-mail:* [glavenia@fruitlandpark.org](mailto:glavenia@fruitlandpark.org)

Gary La Venia, City Manager  
City of Fruitland Park, Florida  
506 W. Berckman Street  
Fruitland Park, FL 34731

***RE: Enforcement of Certain Deed Restrictions within the boundaries of Fruitland Park, Florida***

Dear Mr. La Venia:

This firm represents Village Community Development District No. 11 ("District"). Under Chapter 190, Florida Statutes, the District has the authority to enforce certain deed restrictions within its boundaries or outside its boundaries and within a municipality so long as the municipality consents to said deed restriction enforcement.

The District is considering adopting a deed compliance rule, which it believes will be of great benefit to the residents and landowners residing in the Fruitland Park section of The Villages. The rule includes the policies, procedures, and guidelines for bringing about deed compliance. The rule being considered by the District is attached hereto for your reference. Although, the City of Fruitland Park has the ability to bring about compliance with the City's code via its Code Enforcement process, it currently does not have the ability to assist its citizens with enforcing deed restrictions. The District would like to offer this service to the City.

Please find a sample letter of consent attached for your review. The District is requesting that you present a similar letter on the City of Fruitland Park's letterhead to the City Council for consideration and execution.

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322 W. Burleigh Blvd.  
Tavares, FL 32778  
Fax: (352) 609-2876

**MAILING ADDRESS:**  
P.O. Box 985  
Tavares, FL 32778  
**OFFICE: (352) 432-4044 | [www.BBLawFL.com](http://www.BBLawFL.com)**

796 County Road 466  
Lady Lake, FL 32159  
Fax (352) 633-2267

If you have any questions about this matter, or the enclosed consent letter do not hesitate to call me.

Sincerely,

*Mark A. Brionez*

Mark A. Brionez, Esq.

MAB/bpm  
Enclosures

cc: Kenny Blocker, District Manager, [kenny.blocker@districtgov.org](mailto:kenny.blocker@districtgov.org)  
Carrie Duckett, Deputy District Manager, [Carrie.Duckett@districtgov.org](mailto:Carrie.Duckett@districtgov.org)  
Shannon Mattiucci, Community Standards Manager, [Shannon.Mattiucci@districtgov.org](mailto:Shannon.Mattiucci@districtgov.org)  
Matt Armstrong, Director of Resident Services, [Matt.Armstrong@districtgov.org](mailto:Matt.Armstrong@districtgov.org)  
Anita Geraci-Carver, City Attorney, [anita@agclaw.net](mailto:anita@agclaw.net)

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CITY OF FRUITLAND PARK LETTERHEAD

Don Brozick, Chairman  
Village Community Development District No. 11  
c/o Jennifer Farlow, District Clerk  
984 Old Mill Run  
The Villages, Florida 32162

**RE: Consent to the Implementation of Deed Compliance Rule  
within the City of Fruitland Park, Florida**

Dear Mr. Brozick:

Please accept this letter as the City of Fruitland Park's consent to Village Community Development District No. 11's ("District") implementation of its Deed Compliance Rule ("Rule") within the jurisdiction of the City of Fruitland Park, Florida.

Sincerely,

City of Fruitland Park, Florida

**RULES OF THE  
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11**

**CHAPTER I**

**THE RULE TO BRING ABOUT DEED COMPLIANCE**

**Section 1. AUTHORITY:** The Board of Supervisors is responsible for the adoption of rules, pursuant to Chapters 120 and 190, Florida Statutes, for the conduct of the business of Village Community Development District No. 11 (“District”) and in conjunction with the requirements of the law. Pursuant to §190.012(4), Florida Statutes, (“Statute”), the District is authorized to enforce certain deed restrictions within its boundaries in accordance with the Statute and upon adoption of this rule, The Rule to Bring About Deed Compliance, which includes Appendix A and B (“Rule”). The District may by resolution adopt standards by which this Rule may be interpreted.

**Section 2. PURPOSE:** The purpose of this Rule is to establish certain guidelines, operating policies and procedures relating to the enforcement of certain deed restrictions within the boundaries of the District. The District’s Board of Supervisors (“Board”) has determined that it is in the best interests of the District and the landowners residing therein, that this formal Rule establishing the operating policies, procedures and guidelines relating to the enforcement of those certain deed restrictions, as described herein, be adopted by the Board.

**Section 3. CONDITIONS PRECEDENT:** The District meets all the conditions precedent required by the Statute necessary to adopt this Rule:

- A) The District was in existence on the effective date of the Statute.
- B) The majority of the Board has been elected by qualified electors pursuant to the provision of section 190.006, Florida Statutes.
- C) Less than 25 percent of residential units are in a homeowners’ association.
- D) The declarant in all applicable declarations of covenants and restrictions has provided the Board with a written agreement that this Rule may be adopted and a memorandum of the agreement has been recorded in the public records and is attached hereto as **Appendix “A,”** and incorporated hereby.
- E) There are no existing homeowners’ associations within the District boundaries having respective enforcement powers.

**Section 4. PROCEDURES FOR COMPLIANCE, DEED RESTRICTIONS, COMPLIANCE MECHANISMS & ENFORCEMENT REMEDIES:**

**A. Definitions.** For purposes of this Rule the following terms shall have the following meanings:

- (i) Compliance Mechanisms - the method(s) of bringing about compliance with the Deed Restrictions.
- (ii) Deed Restrictions - means those covenants, conditions, restrictions, compliance mechanisms and enforcement remedies contained in

any applicable declarations of covenants and restrictions, including any amendments thereto, as recorded in the Public Records of Lake County, Florida, that govern the use and operation of real property within the District and are subject to consideration per the Statute for adoption by this Rule that may be enforced by the District.

- (iii) Homesite and/or Lot - shall mean and refer to any plot of land shown upon a plat which bears a numerical designation, but shall not include tracts or other areas not intended for a residence within the District's boundaries. The terms "Homesite" and "Lot" are used interchangeably.
- (iv) Order of Enforcement – the final document issued by the Board at the conclusion of the deed compliance Public Hearing consisting of findings of fact, conclusions of law, the required corrective actions and fine imposition, if any.
- (v) Owner - shall mean the record owner, whether one or more persons or entities, of fee simple title to any Homesite which is subject to the Deed Restrictions.

**B) Procedures for Compliance of External Deed Restriction Limitations.** The Board hereby adopts by this Rule, detailed Procedures for Compliance of External Deed Restrictions for the District ("Procedures") which are attached hereto as **Appendix "B"** and incorporated herein by this reference. In sum, the Procedures provide, among other things, a process for initiating and receiving complaints regarding Deed Restriction violations, time frames for coming into compliance, fine schedules, and for the recording of the Order of Enforcement in the Public Records of Lake County, Florida.

**C) Deed Restrictions.** The Board hereby adopts by this Rule portions of the applicable Deed Restrictions that relate to limitations or prohibitions that apply to the external appearances or uses of Homesites or that are consistent with the requirements of a development order or regulatory agency permit. A detailed list of the exact Deed Restrictions being adopted by this Rule for possible enforcement by the District is included in the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, attached as Appendix "B".

**D) Fines/Attorneys' Fees/Costs.** Fines may be imposed for violations of this Rule. In addition, the Board shall require that each Owner reimburse the District for attorneys' fees and costs incurred by the Board in enforcing the Deed Restrictions against the Owner. The Board hereby adopts the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, included within attached Appendix "B", to be followed when imposing fines for violations of the Deed Restrictions adopted by this Rule. The Board shall make all final decisions regarding the imposition of fines, if any, at a Public Hearing. The Board finds that the fines are reasonable and are correlated to the costs associated with deed compliance such as but not limited to the costs of inspections, site visits, notice costs and costs of related meetings and hearings.

**E) Compliance Mechanisms.** The Board hereby adopts by this Rule, which includes Appendix "B," all the Compliance Mechanisms contained in the Deed Restrictions that apply to the external appearances or uses of Homesites, including the requirement for Owner's to reimburse the District for attorneys' fees and costs expended by the District in enforcement of such Compliance Mechanisms. Such Compliance Mechanisms include but are not limited to:

- (i) if the Owner does not adhere to the Deed Restrictions regarding keeping the Homesite neat and clean and the grass cut and edged then the work may be performed on behalf of the Owner by the District, but the District shall not be obligated to perform such work, and the cost shall be charged to the Owner as a fine as indicated on the schedule of fines. Said fines shall not be imposed until a Public Hearing is held.
- (ii) the District's approval over external structural alterations (including but not limited to fencing, sheds, arbors or similar items), repainting, additions, repairs or improvement of residences/Homesites. Said approval may be granted via an architectural review committee or special magistrate, as determined by the District by resolution or interlocal agreement.

**F) Enforcement Remedies.** The District shall have the right but not the duty to enforce the Deed Restrictions adopted by this Rule. In accordance with the Statute, the District has the right to enforce this Rule and the fines imposed thereby in circuit court through injunctive relief. The Statute also provides that the District can adopt by rule all or certain portions of deed restrictions that relate to enforcement remedies that apply to the external appearances or uses of Homesites. The Board hereby adopts by this Rule all the enforcement remedies that apply to the external appearances or uses of Homesites found within the Deed Restrictions adopted herein. Such enforcement remedies include but are not limited to the District's right to seek injunctive relief, to collect any imposed fines, attorneys' fees and costs, and to recover damages or any property charges for such violations. The Board also hereby adopts those portions of the Deed Restrictions requiring that the prevailing party in any legal proceeding or action be entitled to reimbursement of its reasonable attorneys' fees and costs.

**G) Final Enforcement Decision.** The Board or Special Hearing Master, as determined by the Board, shall make all final decisions regarding which enforcement remedy to seek, if any, at a public hearing. The affected Owner shall be noticed of the date, time and location of the public hearing via certified mail sent to the address on record at the property appraiser's office and any other known addresses of the Owner. If the mail is returned non-deliverable, then notice of the hearing shall be posted on the property. At the public hearing:

- (i) the Owner shall be allowed to present testimony, evidence and witnesses on their behalf, and cross examine witnesses in regard to the allegations, fines and charges against the Owner.



- (ii) parties that will be substantially and directly affected by the outcome of the Board's decision shall be heard.
- (iii) upon conclusion of all testimony and submitted evidence, the Board, taking into consideration staff's recommendation, shall determine whether the Owner is in violation of the Rule. If the Board finds that the Owner is in violation of the Rule, the Board shall issue an Order of Enforcement. The Order of Enforcement shall include a finding regarding non-compliance, provide a reasonable time for the Owner to come into compliance with the Rule, impose fines, if any, and require reimbursement of the District's attorneys' fees and costs, in accordance with the adopted fine schedule. The Order of Enforcement shall also direct district staff to record the Order of Enforcement in the Public Records of Lake County, Florida, whereby the Order of Enforcement shall then become a lien against the property. The Board may also order continued maintenance of the property. The Order of Enforcement may include direction to District Counsel to seek all available legal remedies including injunctive relief against the Owner and any other directive deemed necessary by the District's Board of Supervisors allowed by Statute.

**Section 5. BEST INTERESTS OF THE DISTRICT.** The Board finds that the adoption of this Rule is beneficial to the Owners and that enforcement by the District is appropriate.

**Section 6. NOTICE.** Within sixty (60) days after this Rule takes effect, the District shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rule may be obtained.

**Section 7. AMENDMENTS.** This Rule may be amended from time to time by rule of the Board upon public notice and at least one (1) public hearing.

**Section 8. EFFECTIVE DATE.** This Rule shall become effective upon its approval by the Board of Supervisors of the Village Community Development District No. 11.

**SPECIFIC AUTHORITY:** Chapters 120 and 190, Florida Statutes, as amended.



506 West Berckman Street, Fruitland Park, Florida 34731

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October 13, 2022

Mr. "Don" Donald A. Brozick  
Board of Supervisor Chair, Seat 4  
Village Community Development District No. 11  
c/o Ms. Jennifer Farlow, District Clerk  
984 Old Mill Run  
The Villages, Florida 32162

Dear Mr. Brozick:

**RE: CONSENT TO THE IMPLEMENTATION OF DEED COMPLIANCE RULE  
WITHIN THE CITY OF FRUITLAND PARK, FLORIDA**

Please accept this letter as the City of Fruitland Park's consent to Village Community Development District No. 11's ("District") implementation of its Deed Compliance Rule ("Rule") adopted by the district in substantially the same form as the attached rule within the jurisdiction of the City of Fruitland Park, Florida.

Sincerely

Mayor Chris Cheshire  
City of Fruitland Park

Enclosure

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

**ITEM TITLE:** First Reading and Public Hearing - Ordinance  
2022-020 Increase Water Rate

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Monday, September 26, 2022

**SUBMITTED BY:** City Attorney/City Treasurer/City Manager

**BRIEF NARRATIVE:** Ordinance 2022-020 - First reading amending Chapter 50.30, Water Rates. Increase water usage rates by 7.5%, the CPI-U January 2022. The volumetric rate (cost of 1000 gallons) will be increased 7.5% per 1,000 gallons. This increases residential usage \$.23 per 1,000 gallons. (The second reading will be held on October 27, 2022.)

**FUNDS REQUIRED:**

**ATTACHMENTS:** Proposed ordinance, rate tables and prior notice on utility bills (forthcoming).

**RECOMMENDATION:** Approval.

**ACTION:** Approval.

## **ORDINANCE 2022-020**

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 ADJUST THE WATER UTILITY RATES BASED ON JANUARY 2022 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fruitland Park owns, operates and maintains a potable water services utility; and

**WHEREAS**, the City of Fruitland Park provides potable water within its utility district and charges its customers a water utility rate for providing such service; and

**WHEREAS**, the City Commission has determined that it is necessary to amend the ordinance governing the water systems for the City of Fruitland Park to meet the cost of providing water service to the customers of the water system and

**WHEREAS**, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

**WHEREAS**, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase water usage rate by 7.5%; and

**WHEREAS**, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by 180.136, Florida Statutes; and

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

### **Section 1. Recitals.**

The above recitals are true and correct and, by this reference, are hereby incorporated into the made an integral part of this ordinance.

### **Section 2. Water Rates**

That Sections 50.30(A) and (B) in Chapter 50, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

#### **Sec. 50.30. Charge or rate for water services.**

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning October 27, 2022, which rates shall be applicable to all customers of the waterworks system, except as otherwise provided hereafter:

- (A) Water service inside the city.

1. Except as provided in subsection 2, water rates within the city shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 27, 2022 the base rate and the charge per 1,000 gallons of actual use shall be as follows:

**Single Family Residential Water Rates - Inside City**

<b>Base Rate</b>	<b>Effecti</b>
¾" Meter or Smaller	\$17.10
1" Meter	28.50
1½" Meter	57.00
2" Meter	91.20
<b>Volumetric Rate [1]</b>	
Block 1 Per 1,000 Gallons	\$ 3.26
Block 2 Per 1,000 Gallons	6.51
Block 3 Per 1,000 Gallons	9.77
Block 4 Per 1,000 Gallons	13.03

**Multi-Family and Commercial Residential Water Rates - Inside City**

<b>Base Rate</b>	
¾" Meter or Smaller	\$17.1
1" Meter	28.50
1½ " Meter	57.00
2" Meter	91.20
3" Meter	171.0
4" Meter	285.0
6" Meter	570.0
8" Meter	912.0
10" Meter	1,311
	.00
<b>Volumetric Rate [2]</b>	
All Usage Per 1,000 Gallons	\$

**Single Family Residential Irrigation Rates - Inside City Base Rate**

¾" Meter or Smaller	\$17.
1" Meter	28.5
1½" Meter	57.0
2" Meter	91.2
	0
<b>Volumetric Rate</b>	
Block 1 Per 1,000 Gallons	6.51
Block 2 Per 1,000 Gallons	9.77
Block 3 Per 1,000 Gallons	13.0

**Multi-Family and Commercial Residential Water Rates - Inside City Base Rate**

¾" Meter or Smaller	\$17.1
1" Meter	28.50
1½" Meter	57.00
2" Meter	91.20
3" Meter	171.0
4" Meter	285.0
6" Meter	570.0
8" Meter	912.0
10" Meter	1,311

2. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be a bulk rate per 1,000 gallons. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water. Effective October 27, 2022, the charge per 1,000 gallons of actual use shall be as follows:

	Effective 10/1/2022
All consumption per 1,000 gallons	\$ 1.81

- (B) Water service outside the city.

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (A),1. above. The water rates shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 27, 2022, the base rate and the charge per 1,000 gallons of actual use shall be as follows:

<b><u>Single Family Residential Water Rates – Outside City</u></b>		Effective
<b>Base</b>	<b>Rate</b>	10/27/202
¾" Meter or Smaller		\$21.38
1" Meter		35.63
1½" Meter		71.25
2" Meter		114.00
Volumetric Rate		
Block 1 Per 1,000 Gallons		\$ 4.07
Block 2 Per 1,000 Gallons		8.14
Block 3 Per 1,000 Gallons		12.21
Block 4 Per 1,000 Gallons		16.29

**Multi-Family and Commercial Residential Water Rates – Outside City Base Rate**

¾" Meter or Smaller	\$21.
1" Meter	35.6

1½” Meter	71.25
2” Meter	114.0
3” Meter	213.7
4” Meter	356.2
6” Meter	712.5
8” Meter	1,140.
10” Meter	1,638.
	75

Volumetric Rate  
All Usage Per 1,000 Gallons \$

**Summary of Monthly Water Tiered-Based Range Charge Per 1,000 Gallons**

**[1] Consumption ranges for single family residential customers shall vary by meter size as follows:**

Single Family Residential Consumption Ranges

Meter Size	Block 1	Block 2	Block 3	Block 4
¾” or 1”	0 to 8,001	to 13,001	to 16,001 to 24,000	Above
1½” Meter	0 to 27,001	to 53,001 to 80,000		Above
2” Meter	0 to 43,001	to 85,001	to	Above

**[2] Consumption ranges for irrigation customer shall vary by meter size as follows:**

Irrigation Consumption Ranges

Meter Size	Block 1	Block 2	Block 3
¾” or 1”	0 to 16,000	16,001 to 24,000	Above 24,000
1”	0 to 27,000	27,001 to 40,000	Above 40,000
1½” Meter	0 to 53,000	53,001 to 80,000	Above 80,000
2” Meter	0 to 85,000	85,001 to 128,000	Above
3” Meter	0 to 160,000	160,001 to 240,000	Above
4” Meter	0 to 267,000	267,001 to 400,000	Above
6” Meter	0 to 533,000	533,001 to 800,000	Above
8” Meter	0 to 853,000	853,001 to 1,280,000	Above
10” Meter	0 to 1,227,000	1,227,001 to 1,840,000	Above

A surcharge of 25% is applied to customers located outside City limits as allowable by Florida Statutes, Chapter 180.191 (1).

**Section 3. Conflicts and Ordinances Repealed**

All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4. Severability.**

If any section, sentence, phrase, or word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 5. Codification.**

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date.**

This ordinance shall be effective immediately upon adoption; however, the water rate adjustments shall be implemented October 27, 2022.

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the City of Fruitland Park, Florida.

\_\_\_\_\_  
Christopher Cheshire, Mayor

Attest:

\_\_\_\_\_  
Esther Coulson, City Clerk, MMC

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)

First Reading            October 13, 2022

Second Reading        October 27, 2022

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney



WATER RATES BUDGET FY2023

<b>FY2023 3/4: Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI75	WACI75	WARO75	WACO75
BASE RATE		17.10	17.10	21.38	21.38
BLOCK 1 (per 1K)	0-8,000	3.26	3.26	4.07	4.07
BLOCK 2	8,001-16,000	6.51	3.26	8.14	4.07
BLOCK 3	16,001-24,000	9.77	3.26	12.21	4.07
BLOCK 4	24,001-9,999,999	13.03	3.26	16.29	4.07

Usage  
Only  
7.5%

**BULK** 1.81 3rd year increase

<b>FY2023 1.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI10	WACI10	WARO10	WACO10
BASE RATE		28.50	28.50	35.63	35.63
BLOCK 1 (per 1K)	0-13,000	3.26	3.26	4.07	4.07
BLOCK 2	13,001-27,000	6.51	3.26	8.14	4.07
BLOCK 3	27,001-40,000	9.77	3.26	12.21	4.07
BLOCK 4	40,001-9,999,999	13.03	3.26	16.29	4.07

<b>FY2023 1.5" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI15	WACI15	WARO15	WACO15
BASE RATE		57.00	57.00	71.25	71.25
BLOCK 1 (per 1K)	0-27,000	3.26	3.26	4.07	4.07
BLOCK 2	27,001-53,000	6.51	3.26	8.14	4.07
BLOCK 3	53,001-80,000	9.77	3.26	12.21	4.07
BLOCK 4	80,001-9,999,999	13.03	3.26	16.29	4.07

<b>FY2023 2.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI20	WACI20	WARO20	WACO20
BASE RATE		91.20	91.20	114.00	114.00
BLOCK 1 (per 1K)	0-43,000	3.26	3.26	4.07	4.07
BLOCK 2	43,001-85,000	6.51	3.26	8.14	4.07
BLOCK 3	85,001-128,000	9.77	3.26	12.21	4.07
BLOCK 4	128,001-9,999,999	13.03	3.26	16.29	4.07

WATER RATES BUDGET FY2023

<b>FY2023 3.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI30		WACO30
BASE RATE			171.00	-	213.75
BLOCK 1 (per 1K)	0-43,000		3.26	-	4.07
BLOCK 2	43,001-85,000		3.26	-	4.07
BLOCK 3	85,001-128,000		3.26	-	4.07
BLOCK 4	128,001-9,999,999		3.26	-	4.07

<b>FY2023 4.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI40		WACO40
BASE RATE			285.00	-	356.25
BLOCK 1 (per 1K)	0-43,000		3.26	-	4.07
BLOCK 2	43,001-85,000		3.26	-	4.07
BLOCK 3	85,001-128,000		3.26	-	4.07
BLOCK 4	128,001-9,999,999		3.26	-	4.07

<b>FY2023 6.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI60		WACO60
BASE RATE			570.00	-	712.50
BLOCK 1 (per 1K)	0-43,000		3.26	-	4.07
BLOCK 2	43,001-85,000		3.26	-	4.07
BLOCK 3	85,001-128,000		3.26	-	4.07
BLOCK 4	128,001-9,999,999		3.26	-	4.07

0.0%

<b>FY2023 8.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI80		WACO80
BASE RATE			912.00	-	1,140.00
BLOCK 1 (per 1K)	0-43,000		3.26	-	4.07
BLOCK 2	43,001-85,000		3.26	-	4.07
BLOCK 3	85,001-128,000		3.26	-	4.07
BLOCK 4	128,001-9,999,999		3.26	-	4.07

WATER RATES BUDGET FY2023

<b>FY2023 10.0" Meter (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>		<b>WACIX</b>		<b>WACOX</b>
<b>BASE RATE</b>			1,311.00	-	1,638.75
<b>BLOCK 1 (per 1K)</b>	<b>0-43,000</b>		3.26	-	4.07
<b>BLOCK 2</b>	<b>43,001-85,000</b>		3.26	-	4.07
<b>BLOCK 3</b>	<b>85,001-128,000</b>		3.26	-	4.07
<b>BLOCK 4</b>	<b>128,001-9,999,999</b>		3.26	-	4.07

**LAST YEAR**

<b>FY2022 3/4: Meter (10/1/2021- 09/30/2022) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>WARI75</b>	<b>WACI75</b>	<b>WARO75</b>	<b>WACO75</b>
<b>BASE RATE</b>		17.10	17.10	21.38	21.38
<b>BLOCK 1 (per 1K)</b>	<b>0-8,000</b>	3.03	3.03	3.79	3.79
<b>BLOCK 2</b>	<b>8,001-16,000</b>	6.06	3.03	7.58	3.79
<b>BLOCK 3</b>	<b>16,001-24,000</b>	9.09	3.03	11.36	3.79
<b>BLOCK 4</b>	<b>24,001-9,999,999</b>	12.12	3.03	15.15	3.79

Usage  
Only

<b>BULK</b>	1.68
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IRRIG RATES BUDGET FY2023

<b>FY2023 3/4" Meter</b> <b>(10/1/2022 - 09/30/2023)</b> <b>RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>IRRI75</b>	<b>IRC175</b>		
<b>BASE RATE</b>		17.10	17.10		
<b>BLOCK 1 (per 1K)</b>	<b>0-16,000</b>	6.51	6.51		
<b>BLOCK 2</b>	<b>16,001-24,000</b>	9.77	9.77		
<b>BLOCK 3</b>	<b>24,001-9,999,999</b>	13.03	13.03		

Usage only  
7.50%

<b>FY2023 1.0" Meter</b> <b>(10/1/2022 - 09/30/2023)</b> <b>RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>IRRI10</b>	<b>IRC110</b>		
<b>BASE RATE</b>		28.50	28.50		
<b>BLOCK 1 (per 1K)</b>	<b>0-27,000</b>	6.51	6.51		
<b>BLOCK 2</b>	<b>27,001-40,000</b>	9.77	9.77		
<b>BLOCK 3</b>	<b>40,001-9,999,999</b>	13.03	13.03		

<b>FY2023 1.5" Meter</b> <b>(10/1/2022 - 09/30/2023)</b> <b>RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>IRRI15</b>	<b>IRC115</b>		
<b>BASE RATE</b>		57.00	57.00		
<b>BLOCK 1 (per 1K)</b>	<b>0-53,000</b>	6.51	6.51		
<b>BLOCK 2</b>	<b>53,001-80,000</b>	9.77	9.77		
<b>BLOCK 3</b>	<b>80,001-9,999,999</b>	13.03	13.03		

<b>FY2023 2.0" Meter</b> <b>(10/1/2022 - 09/30/2023)</b> <b>RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>IRRI20</b>	<b>IRC120</b>		
<b>BASE RATE</b>		91.20	91.20		
<b>BLOCK 1 (per 1K)</b>	<b>0-85,000</b>	6.51	6.51		
<b>BLOCK 2</b>	<b>85,001-128,000</b>	9.77	9.77		
<b>BLOCK 3</b>	<b>128,001-9,999,999</b>	13.03	13.03		

IRRIG RATES BUDGET FY2023

<b>FY2023 3.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>		<b>IRCI30</b>		
BASE RATE			171.00		
BLOCK 1 (per 1K)	0-160,000		6.51		
BLOCK 2	160,001-240,000		9.77		
BLOCK 3	240,001-9,999,999		13.03		

NEW 25%

<b>FY2023 4.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>		<b>IRCI40</b>		
BASE RATE			285.00		
BLOCK 1 (per 1K)	0-160,000		6.51		
BLOCK 2	160,001-240,000		9.77		
BLOCK 3	240,001-9,999,999		13.03		

<b>FY2023 6.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City-residential	In City-commercial	County-Residential	County- Commercial
	<b>GALLONS</b>		<b>IRCI60</b>		
BASE RATE			570.00		
BLOCK 1 (per 1K)	0-160,000		6.51		
BLOCK 2	160,001-240,000		9.77		
BLOCK 3	240,001-9,999,999		13.03		

<b>FY2023 8.0" Meter</b> (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City-residential	In City-commercial	County-Residential	County- Commercial
	<b>GALLONS</b>		<b>IRCI80</b>		
BASE RATE			912.00		
BLOCK 1 (per 1K)	0-160,000		6.51		
BLOCK 2	160,001-240,000		9.77		
BLOCK 3	240,001-9,999,999		13.03		

IRRIG RATES BUDGET FY2023

<b>FY2023 10.0" Meter (10/1/2022 - 09/30/2023) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>		<b>IRCIX</b>		<b>IRCOX</b>
<b>BASE RATE</b>			1,311.00		
<b>BLOCK 1 (per 1K)</b>	<b>0-160,000</b>		6.51		
<b>BLOCK 2</b>	<b>160,001-240,000</b>		9.77		
<b>BLOCK 3</b>	<b>240,001-9,999,999</b>		13.03		

**LAST YEAR**

<b>FY2022 3/4: Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>IRRI75</b>	<b>IRCI75</b>		
<b>BASE RATE</b>		17.10	17.10		
<b>BLOCK 1 (per 1K)</b>	<b>0-16,000</b>	6.06	6.06		
<b>BLOCK 2</b>	<b>16,001-24,000</b>	9.09	9.09		
<b>BLOCK 3</b>	<b>24,001-9,999,999</b>	12.12	12.12		



**Transmission of material in this release is embargoed until  
 8:30 a.m. (ET) February 10, 2022**

USDL-22-0191

Technical information: (202) 691-7000 • [cpi\\_info@bls.gov](mailto:cpi_info@bls.gov) • [www.bls.gov/cpi](http://www.bls.gov/cpi)  
 Media Contact: (202) 691-5902 • [PressOffice@bls.gov](mailto:PressOffice@bls.gov)

**CONSUMER PRICE INDEX – JANUARY 2022**

**(NOTE: The PDF version of the CPI news release was re-issued February 10, 2022. Data errors were found in tables in the PDF version of the news release. Data found elsewhere including the text version of the news release are correct as originally published.)**

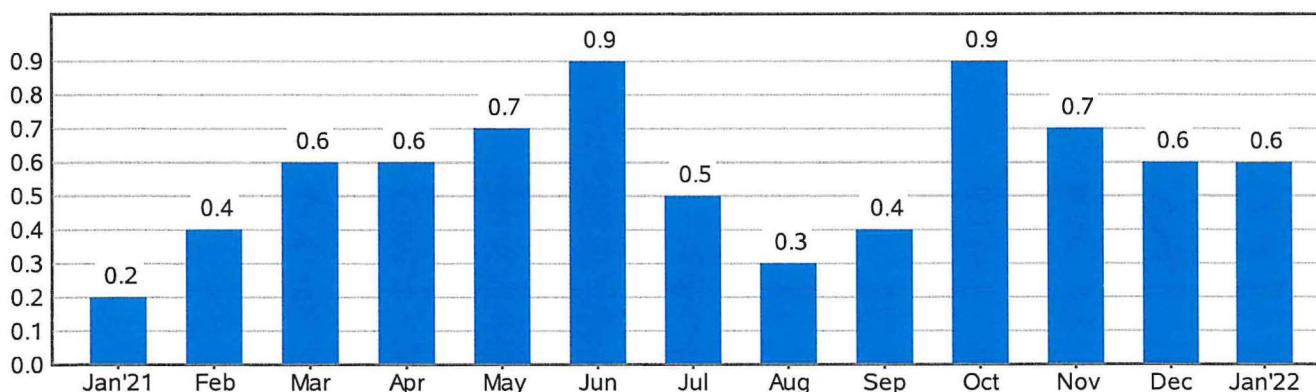
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.6 percent in January on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 7.5 percent before seasonal adjustment.

Increases in the indexes for food, electricity, and shelter were the largest contributors to the seasonally adjusted all items increase. The food index rose 0.9 percent in January following a 0.5-percent increase in December. The energy index also increased 0.9 percent over the month, with an increase in the electricity index being partially offset by declines in the gasoline index and the natural gas index.

The index for all items less food and energy rose 0.6 percent in January, the same increase as in December. This was the seventh time in the last 10 months it has increased at least 0.5 percent. Along with the index for shelter, the indexes for household furnishings and operations, used cars and trucks, medical care, and apparel were among many indexes that increased over the month.

The all items index rose 7.5 percent for the 12 months ending January, the largest 12-month increase since the period ending February 1982. The all items less food and energy index rose 6.0 percent, the largest 12-month change since the period ending August 1982. The energy index rose 27.0 percent over the last year, and the food index increased 7.0 percent.

**Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Jan. 2021 - Jan. 2022**  
 Percent change



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

**ITEM TITLE:** First Reading and Public Hearing - Ordinance  
2022-021 Increase Water and Wastewater Rate

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Monday, September 26, 2022

**SUBMITTED BY:** City Attorney/City Treasurer/City Manager

**BRIEF NARRATIVE:** Ordinance 2022-021 - First reading amending Chapter 99.60, Wastewater Rates. Increase wastewater usage rates by 7.5%, the CPI-U January 2022. The volumetric rate (cost of 1,000 gallons) will be increased 7.5% per 1,000 gallons. This increases residential usage \$.39 per 1000 gallons. (The second reading will be held on October 27, 2022.)

**FUNDS REQUIRED:**

**ATTACHMENTS:** Proposed ordinance, rate tables and prior notice on utility bills.

**RECOMMENDATION:** Approval.

**ACTION:** Approval.



**ORDINANCE 2022-021**

**AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JANUARY 2022 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

**WHEREAS**, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person; and

**WHEREAS**, the City Commission has determined that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

**WHEREAS**, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

**WHEREAS**, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase wastewater usage rate by 7.5%; and

**WHEREAS**, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility’s billing process as is required by 180.136, Florida Statutes; and

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA**

**Section 1.** In Chapter 99, Section 99.60(B) relating to Wastewater Rates shall be amended to read as follows:

**Single Family Residential Wastewater Rates - Inside City**

<b>Base Rate</b>	<b>10/1/2022</b>
¾” Meter or Smaller	\$25.00
1” Meter	25.00
1½” Meter	25.00
2” Meter	25.00
Volumetric Rate [4]	
All Consumption Per 1,000 Gallons	\$5.65
Up to 10,000 Gallons	0.00

All Consumption Per 1,000 Gallons	\$0.00
Above 10,000 Gallons	0.00

**Multi-Family Residential Wastewater Rates - Inside City**

**Base Rate**

¾" Meter or Smaller	\$25.00
1" Meter	41.67
1½" Meter	83.33
2" Meter	133.33
3" Meter	250.00
4" Meter	416.67
6" Meter	833.33
8" Meter	1,133.33
10" Meter	1,916.67

Volumetric Rate

All Consumption Per 1,000 Gallons	\$5.65
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**Single Family Residential Wastewater Rates – Outside City**

**Base Rate**

¾" Meter or Smaller	\$31.25
1" Meter	31.25
1½" Meter	31.25
2" Meter	31.25

Volumetric Rate [4]

All Consumption Per 1,000 Gallons	\$7.07
Up to 10,000 Gallons	0.00

All Consumption Per 1,000 Gallons	\$0.00
Above 10,000 Gallons	0.00

**Multi-Family and Commercial Wastewater Rates – Outside City**

**Base Rate**

¾" Meter or Smaller	\$31.25
1" Meter	52.08
1½" Meter	104.17
2" Meter	166.67
3" Meter	312.50
4" Meter	520.83
6" Meter	1,041.67
8" Meter	1,666.67
10" Meter	2,395.83

Volumetric Rate

All Consumption Per 1,000 Gallons \$7.07

(a) Sewer pump, electric connection fee: \$400.00

**Section 2.** All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “section”, “article” or such other word or phrase in order to accomplish such intention.

**Section 4.** 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 5.** This ordinance shall be effective immediately upon adoption; however, the wastewater rate adjustments shall be implemented October 27, 2022.

PASSED AND ORDAINED this \_\_\_\_\_ 2022 by the City Commission of the City of Fruitland Park, Florida.

\_\_\_\_\_  
Christopher Cheshire, Mayor

Attest:

\_\_\_\_\_  
Esther Coulson, City Clerk, MMC

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)

First Reading            October 13, 2022

Second Reading        October 27, 2022

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver

CITY OF FRUITLAND PARK  
Proposed WasteWater Rate Increase FY2023

SEWER RATES FY2023

SEWER

125% OF  
CITY

**Eff FY2023 (10/1/2022-9/30/2023)**

RESIDENTIAL CITY BASE RATE			RESIDENTIAL COUNTY BASE RATE			MIN GAL	MAX GAL	CITY RATE	COUNTY RATE
3/4 Meter	WWRI75	25.00	3/4 Meter	WWRO75	31.25	0	10,000	5.65	7.07
1 Meter	WWRI10	25.00	1 Meter	WWRO10	31.25	0	10,000	5.65	7.07
1.5 Meter	WWRI15	25.00	1.5 Meter	WWRO15	31.25	0	10,000	5.65	7.07
2.0 Meter	WWRI20	25.00	2.0 Meter	WWRO20	31.25	0	10,000	5.65	7.07

WASTERWATER

**Non Single-Family (Multifamily & Commercial): Inside City**

Meter Size	Monthly Base Charge	Usage gal/Mth	Usage Rate per 1000 gallons	WW Code
3/4"	25.00	All Consumption	5.65	WWCI75
1.0"	41.67	All Consumption	5.65	WWCI10
1.5"	83.33	All Consumption	5.65	WWCI15
2.0"	133.33	All Consumption	5.65	WWCI20
3.0"	250.00	All Consumption	5.65	WWCI30
4.0"	416.67	All Consumption	5.65	WWCI40
6.0"	833.33	All Consumption	5.65	WWCI60
8.0"	1,333.33	All Consumption	5.65	WWCI80
10.0"	1,916.67	All Consumption	5.65	WWCI1*

**Non Single-Family (Multifamily & Commercial): Outside City**

Meter Size	Monthly Base Charge	Usage gal/Month	Usage Rate per 1000 gallons	Munis A/R Code
3/4"	31.25	All Consumption	7.07	WWCO75
1.0"	52.08	All Consumption	7.07	WWCO10
1.5"	104.17	All Consumption	7.07	WWCO15
2.0"	166.65	All Consumption	7.07	WWCO20
3.0"	312.50	All Consumption	7.07	WWCO30
4.0"	520.83	All Consumption	7.07	WWCO40
6.0"	1,041.67	All Consumption	7.07	WWCO60
8.0"	1,666.67	All Consumption	7.07	WWCO80
10.0"	2,395.83	All Consumption	7.07	WWCO1*



**Transmission of material in this release is embargoed until  
 8:30 a.m. (ET) February 10, 2022**

USDL-22-0191

Technical information: (202) 691-7000 • [cpi\\_info@bls.gov](mailto:cpi_info@bls.gov) • [www.bls.gov/cpi](http://www.bls.gov/cpi)  
 Media Contact: (202) 691-5902 • [PressOffice@bls.gov](mailto:PressOffice@bls.gov)

**CONSUMER PRICE INDEX – JANUARY 2022**

**(NOTE: The PDF version of the CPI news release was re-issued February 10, 2022. Data errors were found in tables in the PDF version of the news release. Data found elsewhere including the text version of the news release are correct as originally published.)**

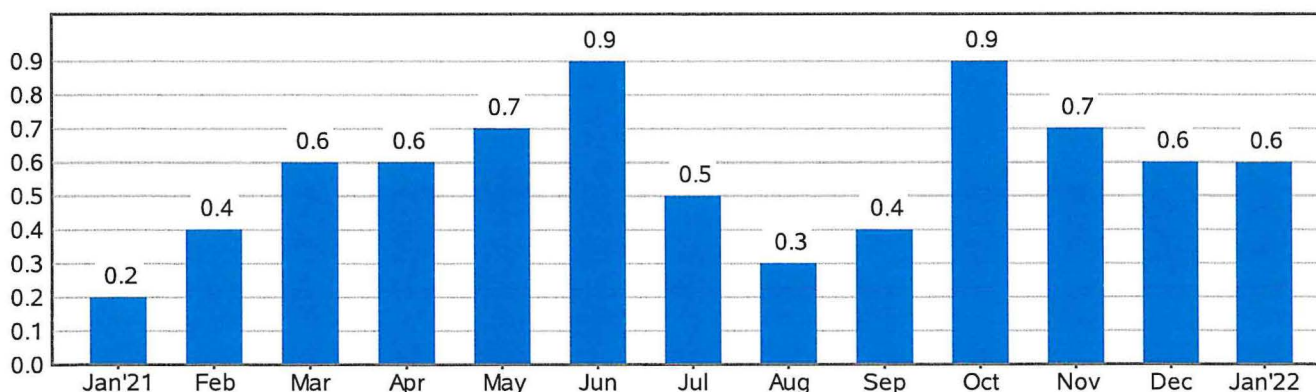
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.6 percent in January on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 7.5 percent before seasonal adjustment.

Increases in the indexes for food, electricity, and shelter were the largest contributors to the seasonally adjusted all items increase. The food index rose 0.9 percent in January following a 0.5-percent increase in December. The energy index also increased 0.9 percent over the month, with an increase in the electricity index being partially offset by declines in the gasoline index and the natural gas index.

The index for all items less food and energy rose 0.6 percent in January, the same increase as in December. This was the seventh time in the last 10 months it has increased at least 0.5 percent. Along with the index for shelter, the indexes for household furnishings and operations, used cars and trucks, medical care, and apparel were among many indexes that increased over the month.

The all items index rose 7.5 percent for the 12 months ending January, the largest 12-month increase since the period ending February 1982. The all items less food and energy index rose 6.0 percent, the largest 12-month change since the period ending August 1982. The energy index rose 27.0 percent over the last year, and the food index increased 7.0 percent.

**Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Jan. 2021 - Jan. 2022**  
 Percent change



**MAKE CHECKS PAYABLE TO:**



**CITY OF FRUITLAND PARK UTILITY DEPT.**  
506 W. BERCKMAN STREET  
FRUITLAND PARK, FL 34731  
(352) 360-6727

**RETURN THIS STUB WITH PAYMENT TO  
CITY OF FRUITLAND PARK**

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK

METER LOCATION <b>506 W BERCKMAN ST CH</b>	APT	FROM 7/11/2022	TO 8/15/2022
BILL DATE <b>8/26/2022</b>	ACCOUNT NUMBER <b>1010000500</b>	BILL NUMBER <b>489883</b>	
PAY BEFORE DUE DATE <b>256.71</b>	PAY AFTER DUE DATE <b>282.38</b>	PAYMENT AMOUNT	



E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL

**CASHIER HOURS 8:00 a.m. - 4:30 p.m.**

**ADDRESSEE:**

FPK0825A  
2000000003 1/3

**REMIT TO:**



**CITY OF FRUITLAND PARK  
UTILITY DEPARTMENT  
506 W BERCKMAN ST  
FRUITLAND PARK, FL 34731**

CITY OF FRUITLAND PARK  
506 W BERCKMAN ST  
FRUITLAND PARK, FL 34731

Please check box if above address is incorrect, and indicate change(s)

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

**MAINTAIN A 15' CHEMICAL-FREE BUFFER ZONE ALONG THE SHORELINE.  
WEDDING EXPO SEPTEMBER 17, 2022 11AM-2PM COMMUNITY CENTER  
WATER & SEWER RATE INCREASE STARTING OCTOBER 1, 2022**

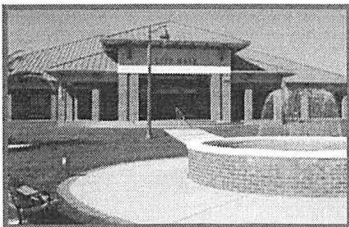
**VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT  
PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST**

NAME: CITY OF FRUITLAND PARK				
ACCOUNT NO.	FROM	TO	BILL DATE	METER LOCATION
1010000500	7/11/2022	8/15/2022	8/26/2022	506 W BERCKMAN ST CH
SERVICE CHARGE	PREVIOUS	PRESENT	USAGE	CURR CHG

WACI20	3630117	3633758	3641	102.23
STMWTR				2.00
SEWER				152.48

**A 10% PENALTY APPLIES TO THE UNPAID BALANCE AFTER THE 10TH OF THE MONTH.  
WATER SERVICE WILL BE SHUT OFF ON THE 21ST IF THE BILL IS NOT PAID BY 5PM ON THE 20TH.**

PAST DUE	THIS BILLING	TOTAL DUE	ACCOUNT	DUE
0.00	256.71	256.71	1010000500	9/10/2022
BILL NUMBER		PENALTY	PAY BEFORE DUE DATE	256.71
489883	PAYMENT AMOUNT		PAY AFTER DUE DATE	282.38



CFP-1178-4

**CITY OF FRUITLAND PARK UTILITY DEPT.**

506 W. BERCKMAN STREET  
FRUITLAND PARK, FL 34731  
(352) 360-6727

**After-Hours Utility Emergency - Please contact the Lake  
County Sheriff's Office at (352) 343-2101**

**PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.  
CASHIER HOURS 8:00 a.m. - 4:30 p.m.**

**BILL IS DUE AND PAYABLE UPON RECEIPT. A 10%  
PENALTY IS APPLIED IF PAID AFTER 10TH OF MONTH.**

<b>PAY BEFORE DUE DATE</b>	<b>256.71</b>
<b>PAY AFTER DUE DATE</b>	<b>282.38</b>

**MAKE CHECKS PAYABLE TO:**

**RETURN THIS STUB WITH PAYMENT TO  
CITY OF FRUITLAND PARK**

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK



**CITY OF FRUITLAND PARK UTILITY DEPT.**  
506 W. BERCKMAN STREET  
FRUITLAND PARK, FL 34731  
(352) 360-6727

METER LOCATION <b>506 W BERCKMAN ST CH</b>	APT	FROM 8/15/2022	TO 9/12/2022
BILL DATE <b>9/27/2022</b>	ACCOUNT NUMBER <b>1010000500</b>	BILL NUMBER <b>492194</b>	
PAY BEFORE DUE DATE <b>249.23</b>	PAY AFTER DUE DATE <b>274.15</b>	PAYMENT AMOUNT	



E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL

**CASHIER HOURS 8:00 a.m. - 4:30 p.m.**

**ADDRESSEE:**

FPK0926A  
200000003 1/3

**REMIT TO:**



**CITY OF FRUITLAND PARK  
UTILITY DEPARTMENT  
506 W BERCKMAN ST  
FRUITLAND PARK, FL 34731**

CITY OF FRUITLAND PARK  
506 W BERCKMAN ST  
FRUITLAND PARK, FL 34731

Please check box if above address is incorrect, and indicate change(s)

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

**MAINTAIN A 15' CHEMICAL-FREE BUFFER ZONE ALONG THE SHORELINE.  
PUMPKIN PARTY @ FP LIBRARY CHILDRENS GARDEN MONDAY 10/31/22 4:30-6PM  
WATER & SEWER RATE INCREASE STARTING OCTOBER 1, 2022**

**VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT  
PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST**

NAME: CITY OF FRUITLAND PARK				
ACCOUNT NO.	FROM	TO	BILL DATE	METER LOCATION
1010000500	8/15/2022	9/12/2022	9/27/2022	506 W BERCKMAN ST CH
SERVICE CHARGE	PREVIOUS	PRESENT	USAGE	CURR CHG

<b>WACI20</b>	<b>3633758</b>	<b>3636496</b>	<b>2738</b>	<b>99.50</b>
<b>STMWTR</b>				<b>2.00</b>
<b>SEWER</b>				<b>147.73</b>

A 10% PENALTY APPLIES TO THE UNPAID BALANCE AFTER THE 10TH OF THE MONTH.  
WATER SERVICE WILL BE SHUT OFF ON THE 21ST IF THE BILL IS NOT PAID BY 5PM ON THE 20TH.

<b>PAST DUE</b>	<b>THIS BILLING</b>	<b>TOTAL DUE</b>	<b>ACCOUNT</b>	<b>DUE</b>
0.00	249.23	249.23	1010000500	10/10/2022
<b>BILL NUMBER</b>	<b>PENALTY</b>	<b>24.92</b>	<b>PAY BEFORE DUE DATE</b>	<b>249.23</b>
<b>492194</b>	<b>PAYMENT AMOUNT</b>	<b>274.15</b>	<b>PAY AFTER DUE DATE</b>	<b>274.15</b>



CFP-1178-4

**CITY OF FRUITLAND PARK UTILITY  
DEPT.**  
506 W. BERCKMAN STREET  
FRUITLAND PARK, FL 34731  
(352) 360-6727

After-Hours Utility Emergency - Please contact the Lake  
County Sheriff's Office at (352) 343-2101  
PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.  
**CASHIER HOURS 8:00 a.m. - 4:30 p.m.**

BILL IS DUE AND PAYABLE UPON RECEIPT. A 10% PENALTY IS APPLIED IF PAID AFTER 10TH OF MONTH.

<b>PAY BEFORE DUE DATE</b>	<b>249.23</b>
<b>PAY AFTER DUE DATE</b>	<b>274.15</b>

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 5g (Revised)**

**ITEM TITLE:** First ~~Second~~ Reading and Public Hearing -  
Ordinance 2022-015 LSCPA - 68.55± Acres -  
Timbertop Lane - Petitioners: Stephanie Bailey  
Bouis and Patricia Bouis Thompson

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Monday, July 18, 2022

**SUBMITTED BY:** City Attorney/City Manager/Community  
Development Director

**BRIEF NARRATIVE:** **Ordinance 2022-015** Large Scale Comprehensive Plan Amendment of approximately 68.55 +/- acres generally located at Timbertop Lane to amend the future land use from Community Mixed Use (six units per acre; maximum four/ac without sewer) to General Mixed Use (12 units per acre; maximum four/ac without sewer). Applicant proposes to develop 288 garden apartments and 198 townhomes with commercial frontage. The Planning and Zoning Board at its July 21 meeting recommended approval. (Continued from the July 28 and August 25, 2022 meetings.)

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Ordinance 2022-015 with legal description, proposed future land use zoning map, staff report and advertising affidavit.

**RECOMMENDATION:** Approval.

**ACTION:** Approve ~~Enact~~ Ordinance 2022-015 ~~to become effective 31 days after adoption as provided by law.~~



**ORDINANCE 2022-015**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from Tara Tedrow, Esq. as applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "General Mixed Use" under the Comprehensive Plan for the City of Fruitland Park; and

**WHEREAS**, the required notice of the proposed large scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board 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 68.55 ± acres generally located on Timbertop Lane as described and depicted as set forth on **Exhibit "A"** shall be assigned a land use designation of General Mixed Use 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: Transmittal.** After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of

State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

**Section 4: Directions.** The City Manager or his designee, upon the effective date of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

**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: Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 7: 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 8: Effective Date.** This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, MMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)

**EXHIBIT A  
LEGAL DESCRIPTION**

**The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; and the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.**

**EXHIBIT B**  
**MAP**

**EXHIBIT A  
LEGAL DESCRIPTION**

**The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; and the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.**

**EXHIBIT B  
MAP**





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

**LARGE SCALE COMP PLAN AMENDMENT AND REZONING**

**Owner:** Stephanie Bailey Bouis & Patricia Bouis Thompson

**Applicant:** Tara Tedrow

**General Location:** North side of CR 466A & East of Timbertop Lane

**Number of Acres:** 68.55 ± acres

**Existing Zoning:** Planned Unit Development (PUD)

**Existing Land Use:** Community Mixed Use (6 units/acre)

**Proposed Land Use:** General Mixed Use (12 units/acre)

**Proposed Zoning:** Mixed Use Planned Unit Development (MUPUD)

**Date:** May 25, 2022

**Description of Project**

The proposed development consists of 18.88 ± acres (27.5%) of commercial uses (168,000 SF), 6.88 ± acres (10.1%) of institutional uses (209,785 SF), and 42.79 acres ± (62.4%) of multi-family consisting of 486 total units (288 apartment units and 198 townhomes) (42.79 ± acres). Total commercial/office/intuitional square footage is 377,785 square feet. The proposed maximum height is 4 stories (45 feet). The existing PUD known as Live Oak Center allowed for 120 units (townhomes/apartments – 10 acres), 300,000 (30 acres) SF of commercial, and 200,000 (20 acres) SF of office with a maximum building height of 45 feet.

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	Lake County Agriculture (Ag)	Lake County Urban Medium (7 units/acre)
<b>South</b>	PUD and C-2	Mixed Community and Commercial
<b>East</b>	County R-7	Lake County Urban Medium (7 units/acre)
<b>West</b>	C-2 and County Agriculture (Ag)	Commercial and County Rural (1 unit/5 acres)

## **Assessment**

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### **Conceptual Plan**

The Concept Plan meets the minimum requirements per Chapter 154.

The proposed development consists of 18.88 acres (27.5%) of commercial/office uses of 168,000 square feet; 6.88 acres (10.1%) of institutional uses of 209,784 square feet; and 42.79 acres (62.4%) of residential uses consisting of 25 townhomes (2-story) with 198 units and 7 apartments (3 story and 4 story) consisting of 288 units. The proposed townhome minimum net living area is 1,480 SF and the proposed apartment minimum net living area is 1,200 SF. The gross density is 11.43 units per acre.

The applicant is proposing a 15', Type "B" landscape buffer with a 6' tall opaque fence along the northern, eastern and western property boundary adjacent to agricultural zoning and a 25' type "C" buffer along CR 466A. The type "B" buffer planting is 4 canopy trees, 2 understory trees and 15 shrubs per 100 linear feet. The 25' type "C" buffer is 5 canopy trees, 4 understory trees, and 30 shrubs per linear feet.

The proposed recreation open space is 25% (16.33 acres). The project at build out is anticipated to have a population of 1,176 residents (2.42 pph x 486 units). Chapter 154 requires a minimum of 20% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan shows two (2) clubhouses, two (2) pools, playground, walking trail, benches and four (4) fountains. The plan indicates that the applicant is offering 25% open space and includes the proposed stormwater pond. It is the applicant's position that the proposed open space meets Chapter 154.

The concept plan identifies potential additional right of way for Timbertop Lane and a 15' pedestrian and bicycle trail within the proposed right of way to connect to CR 466A. Timbertop Lane is a planned major collector roadway with a minimum 100' right of way. The applicant is aware that CR 466A is under the jurisdiction of Lake County and proposed access are subject to their approval.

### **Comprehensive Plan Amendment**

Staff concurs with the justification submitted. The Public Works department indicates that there is sufficient water and sewer capacity to serve the proposed project. The traffic impact analysis indicates that the proposed development will not degrade the level of service of roadways.

### **Schools**

Lake County Schools indicates that there are adequate public facilities to serve the project.

## **Environmental Assessment**

The assessment indicates the presence of wetlands, potential presence of gopher tortoises and the site is within the sand skink consultation area. Prior to development, a relocation permit will need to be secured and a sand skink survey or exemption will need to be secured. Should sand skinks occupy the site and habitat set aside is not an option, mitigation will be required.

## **Recommendation**

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The proposed development meets FLU Policies 1-1.2, Table 1-1; 1-1.10 – General Mixed Use; 1-2.1 – Promote Orderly Growth and 1-2.2 – New Development. Staff recommends approval of the large-scale comp plan amendment.

The concept plan meets the minimum technical requirements of Chapter 154. Staff recommends approval of the PUD amendment and concept plan subject to the City Commission's concurrence with the applicant that the proposed open space meets the common open requirements of Chapter 154.

The Villages®  
**DAILY SUN**

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

Before the undersigned authority personally appeared **Joseph Szabo**, 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 #1073408 in the matter of

**ORDINANCE 2022 – 014**  
**ORDINANCE 2022 - 015**

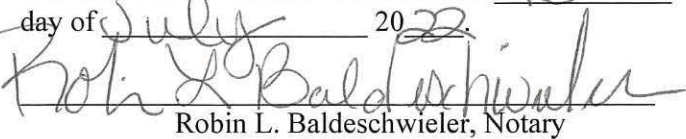
was published in said newspaper in the issues of

**JULY 12, 2022**  
**JULY 15, 2022**

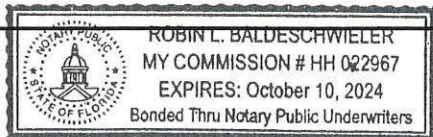
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

  
 (Signature Of Affiant)

Sworn to and subscribed before me this 15  
 day of July 2022.

  
 Robin L. Baldeschwieler, Notary

Personally Known X or  
 Production Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_



**ORDINANCE 2022 - 014**

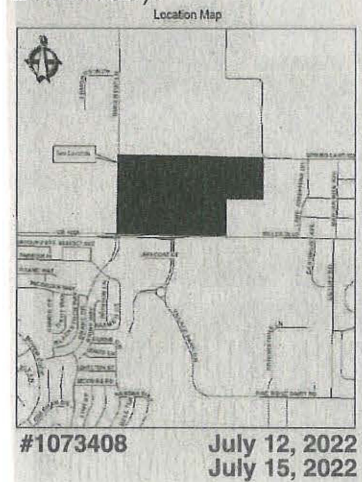
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 + ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING 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.

**ORDINANCE 2022-015**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinances. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. 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 which the appeal is based (Florida Statutes 286.0105).



The proposed Resolution and Ordinances will be considered at the following public meetings:

Fruitland Park Planning & Zoning Meeting on July 21, 2022 at 6:00 p.m.

Fruitland Park City Commission Meeting on July 28, 2022 at 6:00 p.m.

Land Planning Agency Meeting on July 28, 2022 at 6:15 p.m.

Fruitland Park City Commission Meeting on September 8, 2022 at 6:00 p.m.

**CITY OF FRUITLAND PARK**  
**AGENDA ITEM SUMMARY SHEET**  
**Item Number: 5h (Revised)**

**ITEM TITLE:** First ~~Second~~ Reading and Public Hearing - Ordinance 2022-014 Rezoning and Amendment to MDA - PUD to MUPUD 68.55± Acres - Timbertop Lane - Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Monday, July 18, 2022

**SUBMITTED BY:** City Attorney/City Manager/Community Development Director

**BRIEF NARRATIVE:** **Ordinance 2022-014** to rezone 68.55± Acres generally located at Timbertop Lane from planned unit development to mixed-use planned unit development (PUD); adopt an amended planned development/master development agreement (existing PUD known as *Live Oak Center*), and amend the conceptual plan to allow for mixed use multi-family dwellings (288 garden apartments) and town home units (198 town homes). The current future land use designation is community mixed use (six units per acre, maximum four/ac without sewer).

The applicant is proposing future land use designation of general mixed use (12 units per acre; maximum four /ac without sewer). The maximum building height is 45 feet. Additionally, the applicant is seeking to further amend the phasing of the proposed development as open-ended. The Planning and Zoning Board at its July 21 meeting recommended approval. (Continued from the July 28 and August 25, 2022 meetings.)

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Ordinance 2022-014, PD/MDA amendment, conceptual plan, existing and proposed future land use maps and justification statement. (Staff report and advertisement affidavit is incorporated in agenda item 5g.)

**RECOMMENDATION:** Approval.

**ACTION:** Approve Enact Ordinance 2022-014 ~~to become effective immediately as provided by law.~~

**ORDINANCE 2022-014**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; 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 Tara Tedrow, Esq., as Applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson, Owner, requesting that approximately 68.55 acres of real property generally located on Timbertop Lane (the "Property") be rezoned from City of Fruitland Park PUD to the City of Fruitland Park Mixed Use Planned Unit Development (MUPUD) within the city limits of Fruitland Park; and

**WHEREAS**, the petition bears the signature of all applicable parties; and

**WHEREAS**, said property is the subject of the Live Oak Center Master Development Agreement dated January 27, 2010 recorded March 11, 2010 in Official Records Book 3881 Pages 761-772, of the Public Records of Lake County, Florida (the "Master Development Agreement"); and

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

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

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

Section 1. The following described property consisting of approximately 68.55 ± acres of land generally located on Timbertop Lane shall hereafter be designated as MUPUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on **Exhibit "A"**. The Property shall hereafter be developed according to the Amended Development Agreement attached hereto as **Exhibit "B"**, which includes, but is not limited to, the concept plans attached to the Amended Development Agreement.

Section 2. That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. 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 4. 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 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, MMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND MAP**



**EXHIBIT "B"**  
**AMENDED DEVELOPMENT AGREEMENT**

## AMENDED MASTER DEVELOPMENT AGREEMENT

THIS AMENDED MASTER DEVELOPMENT AGREEMENT ("Amended Agreement") is entered into and made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as the "Owner").

### RECITALS

1. The City and FRANK STEPHAN BOUIS, TRUSTEE OF THE FRANK STEPHAN BOUIS FAMILY TRUST DATED OCTOBER 16, 2008, entered into the Like Oak Center Master Development Agreement on January 27, 2010 (the "Original Agreement") regarding the annexation, rezoning and future land use designation for the property described and depicted as set forth on Exhibit "A" attached to and incorporated in this Amended Agreement (hereafter referred to as the "Property").

2. Owner has filed applications for an amendment to the Original Agreement to update the development program for the Property to maximize opportunities for development in line with the City's desired planning principles and current market demands.

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

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

5. The City of Fruitland Park has determined that the proposed development is consistent with the City's comprehensive plan and land development regulations.

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

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

**Section 2.** **Land Use/Development.** Development of the Property shall be substantially consistent with the "Miller Park Conceptual Site Plan" attached as Exhibit "B" (the "Plan").

**Section 3.** **Phasing.** Owner may develop the Property in multiple phases. Up to a total of four (4) phases is allowed. Residential development must occur simultaneously and in the same percentage of development with nonresidential development, except that non-residential may be developed in advance of residential. Owner is not permitted to build residential in advance of non-residential.

**Section 4. Development Standards.** City and Owner agree that the land uses for the development of the Property shall be substantially as follows:

- |    |                                      |  |                     |  |
|----|--------------------------------------|--|---------------------|--|
| A. | Commercial/Retail/<br>Office         | 168,000 <del>sq-ft.</del> <u>SF commercial<br/>(proposed)*</u> | Approx. 18.88 Acres | <u>*The project Plan proposes 168,000 SF of commercial uses, but 575,688 SF of commercial/retail/office uses total are permitted under a .70 FAR. However, Owner shall not exceed 300,000 SF max of commercial and 50,000 SF max of office uses.</u> |
| B. | Institutional/<br>Medical            | <u>209,784 SF (proposed and max allowed)</u>                   | Approx. 6.88 Acres  | <del>209,785, sq ft</del>  |
| C. | Maximum ISR: .80<br>Maximum FAR: .70 |  |                     |  |
| D. | Garden Apartments                    | Approx. 23.75 Acres  |                     | 288 Units Total  |
| E. | Townhomes                            | Approx. 20.28 Acres  |                     | 198 Units Total  |

**Section 5. Permitted Uses and Development Standards.**

A. **Non-Residential Uses:** The following uses shall be permitted:

- (1) Big box retail (i.e. commercial retail stores with over 40,000 square feet of floor area)
- (2) Offices for professional services
- (3) Personal services
- (4) Convenience stores without fuel operations
- (5) Laundry and dry-cleaning retail stores
- (6) Day care centers
- (7) Adult Congregate Living Facilities
- (8) Licensed Community Residential Homes, Group Homes, Foster Care Facilities with more than six (6) residents
- (9) Clubs, Lodges and Fraternal Organizations
- (10) Financial Services

- (11) Office Supply
- (12) Retail Sales & Services
- (13) Business Services
- (14) Bed & Breakfast Inn
- (15) Medical Office/Clinic
- (16) Convenience stores with fuel operations
- (17) Restaurants and coffee shops (drive in/up or sit down)
- (18) Banks
- (19) Athletic/Sports Facility
- (20) Game/Recreation Facility
- (21) Health/Exercise Club
- (22) Veterinary Office
- (23) Package liquor store
- (24) Pharmacy
- (25) Car wash (primary and incidental, including automated and self-service)
- (26) Retail sales of autoparts and incidental vehicle servicing
- (27) Hotel
- (28) Self-storage facilities

(29) ~~(28)~~ Any use not listed may be allowed as a conditional use pursuant to Chapter 155 of the City Land Development Code (“LDC”).

**B. Residential Uses.** The following uses shall be permitted:

(1) Single-family attached residential dwelling units (townhomes for rent or fee simple ownership)

~~(2) Single-family detached residential dwelling units (for rent or fee simple ownership)~~

~~(3) Two-family (duplex) residential dwelling units (for rent or fee simple ownership)~~

(2) ~~(4)~~ Multi-family residential dwelling units

(3) ~~(5)~~ Condominium dwelling units (for rent or fee simple ownership)

(4) ~~(6)~~ Customary accessory structures incidental to the principal use not to exceed 30% of living area of the principal dwelling unit, or 450 square feet, whichever is greater.

- C. **Building Height.** Provided that prior to any building permits being issued, all applicable agencies and governmental entities with jurisdiction confirm, in writing, that adequate fire protection is available to the Property, the maximum building height within the Property shall be 45 feet.
- D. **Use Variation.** Land use quantities and acreages of the different uses on the Property may vary provided the cumulative development remains within the densities and intensities set forth herein.
- E. **Setbacks.** Perimeter building setbacks shall be 25' with the exception of CR 466A which will be 50'.

**Townhomes:**

- i. Minimum Building Setbacks
  - a. Front: 20 feet
  - b. Front-Garage: 25 feet
  - c. Side: 10 feet (between building pads)
  - d. Side: 12.5 feet (building to street)
  - e. Side: 0 feet (between units)
  - f. Rear: 15 feet, except 5' for patio, pool and screen structures
- ii. Minimum Living Area: 1,480 SF
- iii. Minimum Lot Width: 20 feet
- iv. Minimum Lot Area: 2,000 SF
- v. Maximum Impervious Surface Ratio (Lots): 75%
- vi. Maximum Number of Attached Units: 6

**Apartments:**

- i. Minimum Living Area: 600 SF
- ii. ~~i.~~ Minimum Building Setback
  - a. Front: 20 feet from edge of pavement
  - b. Side: 20 feet between buildings
  - c. Rear: 35' from Ordinary High Water Line of Lake

**F. Residential Design Standards and Architectural features.** All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the residential units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.

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

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

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

**G. Commercial Design Standards.** The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

**Section 6. Property Owners Association.** In the event there are multiple owners for separate portions of the Property, then the Owner shall establish a property owners association for each parcel with multiple owners of common areas, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall record

declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

**Section 7. Pedestrian and Bicycle Trails.** Owner agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner agrees to dedicate a 15-foot pedestrian and bicycle trail as set forth on the Plan and to maintain, or require the property owners' association to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner agrees to deed said property to City or some other governmental entity in conjunction with the use of that area as a pedestrian/bicycle trail after which the City or other deeded entity shall be reasonable to maintain such improvements. City agrees that this area shall be counted in determining setbacks for the Property, provided that no vertical improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities.

**Section 8. Road Improvements.** Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements. Specifically, Owner acknowledges that City anticipates a second access to the Property from Timbertop Lane will be necessary. Owner shall accordingly be responsible for providing such additional access and for improving Timbertop Lane within the Property boundaries if required by City in conjunction with City's review of the site plan for the Property. All roads shall be constructed in accordance with applicable City standards. Additionally, Owner shall provide stormwater retention associated with the roads either within the right-of-way or on the Property. [Depending on whether the townhome units on the Plan are sold for fee simple ownership or are for rent will impact the roadway widths required; depending on the townhome ownership structure, the plan will meet the requirements of the Code.](#)

**Section 9. Lighting.** Owner shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from the residential portions of the Property to prevent illumination onto adjacent residential property from exceeding 0.5 foot candles while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the property owners association.

**Water, Wastewater, and Reuse Water.** Owner and his successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines). Except as otherwise provided herein, all such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall own and maintain all onsite water and wastewater improvements including any lift station(s) up to the point of connection at the property

line for the wastewater improvements and up to the point of connection to the City water meter for the water utility improvements.

**Section 10.**

**Section 11. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Amended Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

**Section 12. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City reasonably deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services, provided that the City's request for such easements or right of way is made during the platting process or site development process for those parcels which are not platted.

**Landscaping/Buffers.** Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation. Landscaping shall also be provided around commercial building areas, a minimum of five (5) foot landscape buffer around the building perimeter on all sides visible to the general public. Owner shall maintain such areas.

**Section 13.**

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner or assignee shall maintain such areas until such maintenance responsibility has been assumed by the appropriate property owners' association.

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



**Section 14. Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County or the Federal Emergency Management Agency. The stormwater management system proposed in Phase 1 will be of sufficient capacity for the entire development project.

**Section 15. Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

**Section 16. Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat, construction plan, or site plan approvals. Owner shall ensure that all traffic concurrency studies conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner agrees that it shall be subject to such ordinance.

**Section 17. Final Approvals.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, or final plat for the residential portions of the Property or a Final Site Plan for the commercial/office portions of the Property shall be prepared and submitted for review and approval in the manner required by the City's ~~Land Development Code~~[LDC](#), as amended.

**Section 18. Environmental Considerations.** Owner shall comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

**Section 19. Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities for the townhomes, condominiums and commercial office and commercial retail units that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations.

**Section 20. Signage.** Owner shall submit a master sign plan as a component of the final plat for the residential portions of the Property and a final site plan (i.e., construction plan) for the commercial/office portions of application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

**Section 21. Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Amended Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida,

showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 22.** **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City's ~~Land Development Regulations and City Code~~LDC provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

**Section 23.** **Due Diligence.** City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Amended Agreement. City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

**Section 24.** **Enforcement/Effectiveness.** A default by either party under this Amended Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes.

**Section 25.** **Governing Law.** This Amended Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

**Section 26.** **Binding Effect; Assignability.** This Amended Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Amended Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Amended Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Amended Agreement and that it is a legal, valid, and binding agreement.

**Section 27.** **Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**Section 28.** **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Amended Agreement as if set forth in full herein.

**Section 29.** **Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:

City Manager  
City of Fruitland Park  
506 W. Berckman Street

Fruitland Park, Florida 34731  
352-360-6727 Telephone

Copy to:

Mayor  
City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, Florida 34731  
352-360-6727 Telephone

Anita Geraci-Carver, Esq.  
City Attorney  
1560 Bloxam Ave.  
Clermont, FL 34711  
[anita@agclaw.net](mailto:anita@agclaw.net)

As to Owner:

\_\_\_\_\_  
5555 S. Kirkman Road, Ste. 201  
Orlando, FL 32819  
Attn: Randy Hodge

Copy to:

Lowndes Law  
215 N. Eola Dr.  
Orlando, FL 32801  
Attn: Tara L. Tedrow, Esq.  
[Tara.tedrow@lowndes-law.com](mailto:Tara.tedrow@lowndes-law.com)

**Section 30. Entire Agreement.** This Amended Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Amended Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

**Section 31. Term of Agreement.** The term of this Amended Agreement shall commence on the date this Amended Agreement is executed by both the City and Owner, and shall terminate thirty (30) years thereafter; provided, however, that the term of this Amended Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

**Section 32. Amendment.** Amendments to the provisions of this Amended Agreement shall be made by the parties only in writing by formal amendment.

**Section 33.** **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

**SIGNED, SEALED AND DELIVERED IN [OWNER]  
THE PRESENCE OF:**

Witness Signature

By:

**SIGNED, SEALED AND DELIVERED IN CITY OF FRUITLAND PARK  
THE PRESENCE OF:**

Witness Signature

By:

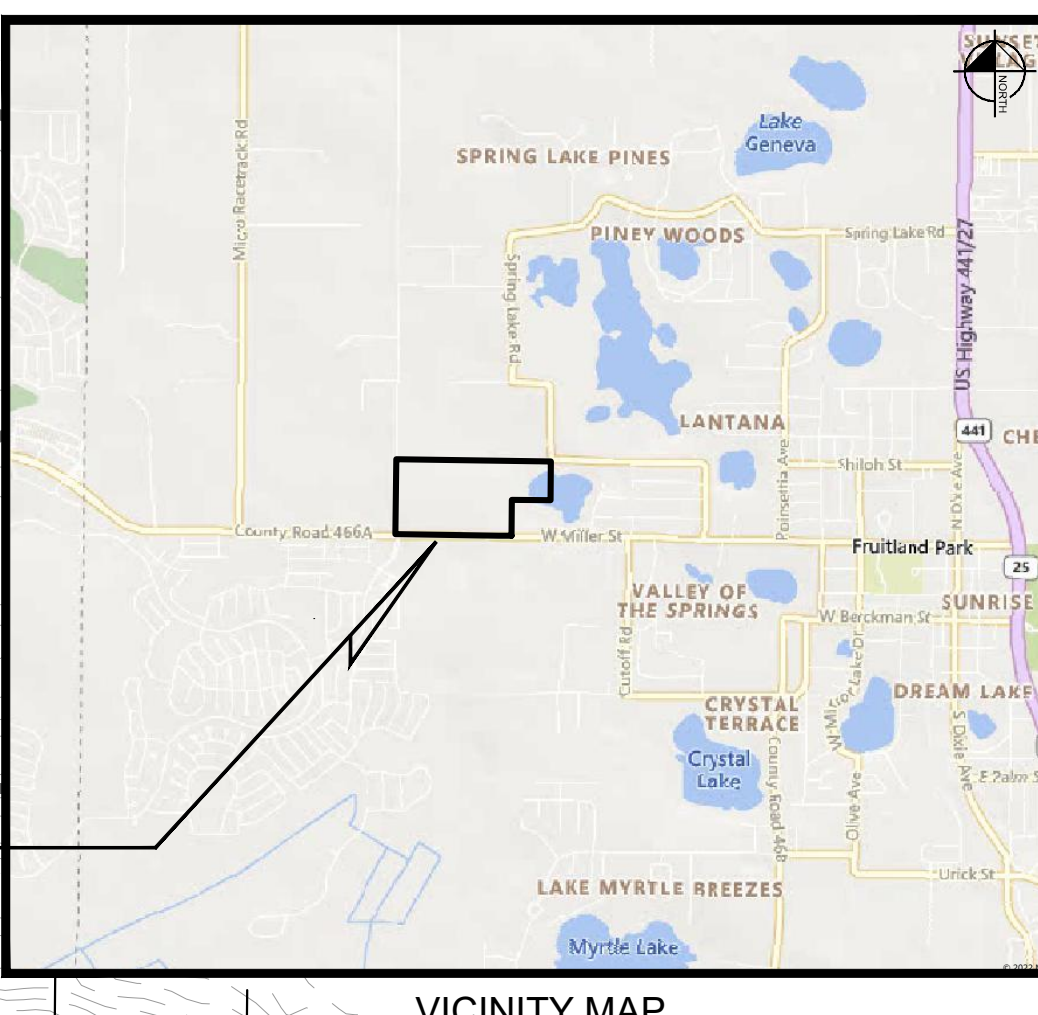
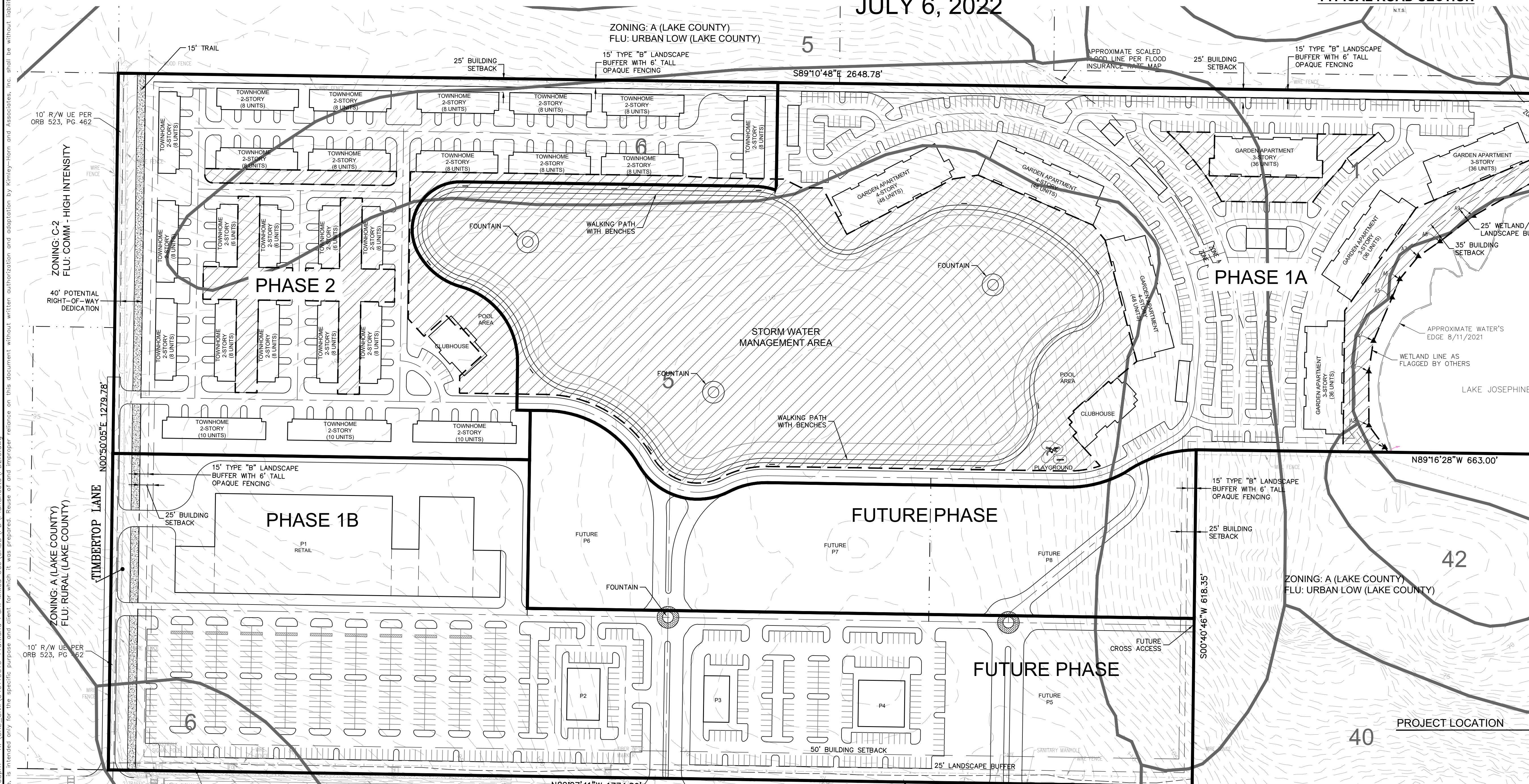
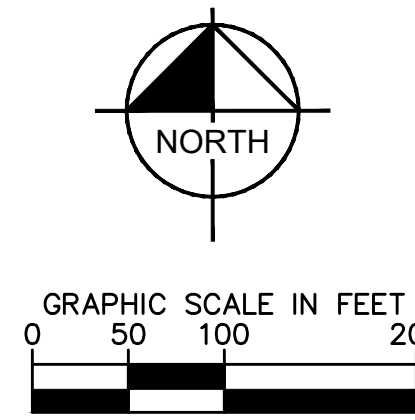
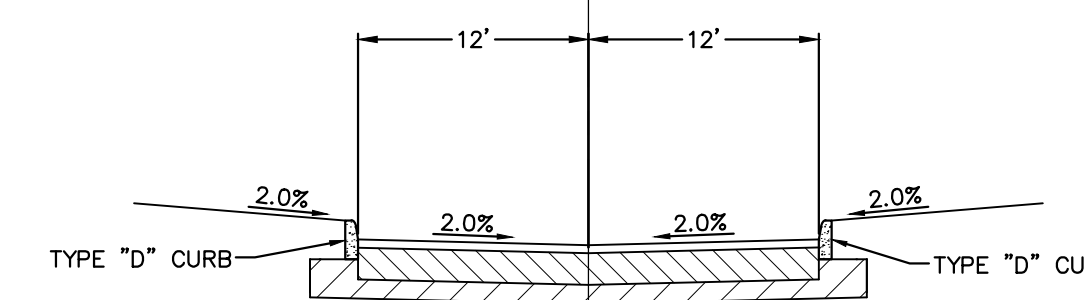


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<b>Intelligent Table Comparison:</b> Active	
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<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>43</b>



# MILLER PARK PD

Fruitland Park, Florida  
 Parcel ID: 051924000300002000  
 JULY 6, 2022



Plotted By: [Name], Date: [Date], Sheet: [Number]. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**SITE DATA:**  
 TOTAL SITE AREA: 68.55 ACRES  
 WETLAND/LAKE AREA: 3.22 ACRES  
 TOTAL DEVELOPABLE AREA: 65.33 ACRES  
 ZONING: MUPUD  
 EXISTING FUTURE LAND USE: MIXED COMMUNITY  
 PROPOSED FUTURE LAND USE: GENERAL MIXED USE  
 MAXIMUM ISR: 0.80  
 MAXIMUM FAR: 0.70  
 MINIMUM OPEN SPACE/PARKS AND RECREATION: 20%  
 PROVIDED OPEN SPACE: 25%

**SERVICES:**  
 WATER/SEWER: CITY OF FRUITLAND PARK  
 FIRE: CITY OF FRUITLAND PARK  
 NATURAL GAS: SECO

**SETBACKS:**

	BUILDING	LANDSCAPE*
NORTH:	25 FT	15 FT
SOUTH (CR 466A):	50 FT	25 FT
EAST:	25 FT	15 FT
WEST:	25 FT	15 FT
LAKE JOSEPHINE:	35 FT**	25 FT**

\*INTERNAL (BETWEEN USES) LANDSCAPE BUFFERS WILL BE 10 FEET.  
 \*\*FROM ORDINARY HIGH WATER LINE PURSUANT CHAPTER 165.

**PARKING:**  
 ALL PARKING INCLUDING BICYCLE PARKING WILL BE IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE UNLESS A VARIANCE IS GRANTED.

**COMMERCIAL (P1 - P5)**  
 TOTAL AREA: 18.88 ACRES (27.5%)  
 MAXIMUM FAR: 0.70  
 MAXIMUM BUILDING AREA: 575,688 SF  
 MAXIMUM BUILDING HEIGHT: 35 FEET  
 PROPOSED BUILDING AREA: 168,000 SF  
 PROPOSED FAR: 0.20

**INSTITUTIONAL (P6 - P8)**  
 TOTAL AREA: 6.88 ACRES (10.1%)  
 MAXIMUM FAR: 0.70  
 MAXIMUM BUILDING AREA: 209,784 SF  
 MAXIMUM BUILDING HEIGHT: 35 FEET  
 BUILDING AREA: 209,784 SF  
 FAR: 0.70

**PROJECTED PHASING**  
 THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES:  
 PHASE 1A: GARDEN APARTMENTS AND STORM WATER MANAGEMENT AREA  
 PHASE 1B: COMMERCIAL (P1-P4)  
 PHASE 2: TOWNHOMES  
 P5 - P8 WILL BE DEVELOPED IN THE FUTURE.

**GENERAL NOTES:**  
 THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE DUE TO ENGINEERING AND OTHER INFLUENCES.

**MULTI-FAMILY RESIDENTIAL**  
 TOTAL AREA: 42.79 ACRES (62.4%)  
 MINIMUM LIVING AREA: 600 SF  
 MAXIMUM BUILDING HEIGHT: 45 FEET  
 MAXIMUM PERMITTED DENSITY: 12 UNITS/ACRE  
 (25) 2-STORY TOWNHOMES: 198 UNITS  
 (3) 4-STORY BUILDINGS (48 UNITS): 144 UNITS  
 (4) 3-STORY BUILDINGS (36 UNITS): 144 UNITS  
 TOTAL UNITS: 486  
 GROSS DENSITY (486 UNITS / 42.79 AC): 11.43 UNITS/ACRE  
 TOWNHOME UNIT SIZE: 39'x38'  
 TOWNHOME NET LIVING AREA: 1,480 SF  
 GARDEN APARTMENT SIZE: 35'x34'  
 GARDEN APARTMENT NET LIVING AREA: 1,200 SF

## PROJECT TEAM

**OWNER/DEVELOPER:**  
 INTRAM INVESTMENTS, INC.  
 5555 S. KIRKMAN RD., SUITE 201  
 ORLANDO, FL 32819  
 CONTACT: KELLY FROELICH  
 PHONE: (407) 501-5205  
 EMAIL: kfroelich@intram.com

**SURVEYOR:**  
 CLYMER FARNER BARLEY  
 4450 NE 83RD ROAD  
 WILDWOOD, FL 34785  
 CONTACT: KAYE JAMESON, PSM  
 PHONE: (352) 748-3126

**CIVIL ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVE., SUITE 1000  
 ORLANDO, FL 32801  
 CONTACT: BRENT LENZEN, P.E.  
 PHONE: (407) 898-1511  
 EMAIL: brent.lenzen@kimley-horn.com

**LEGAL COUNSEL:**  
 LOWNDES LAW  
 215 N. EOLA DRIVE  
 ORLANDO, FLORIDA 32801  
 CONTACT: TARA TEDROW  
 PHONE: (407) 418-6361

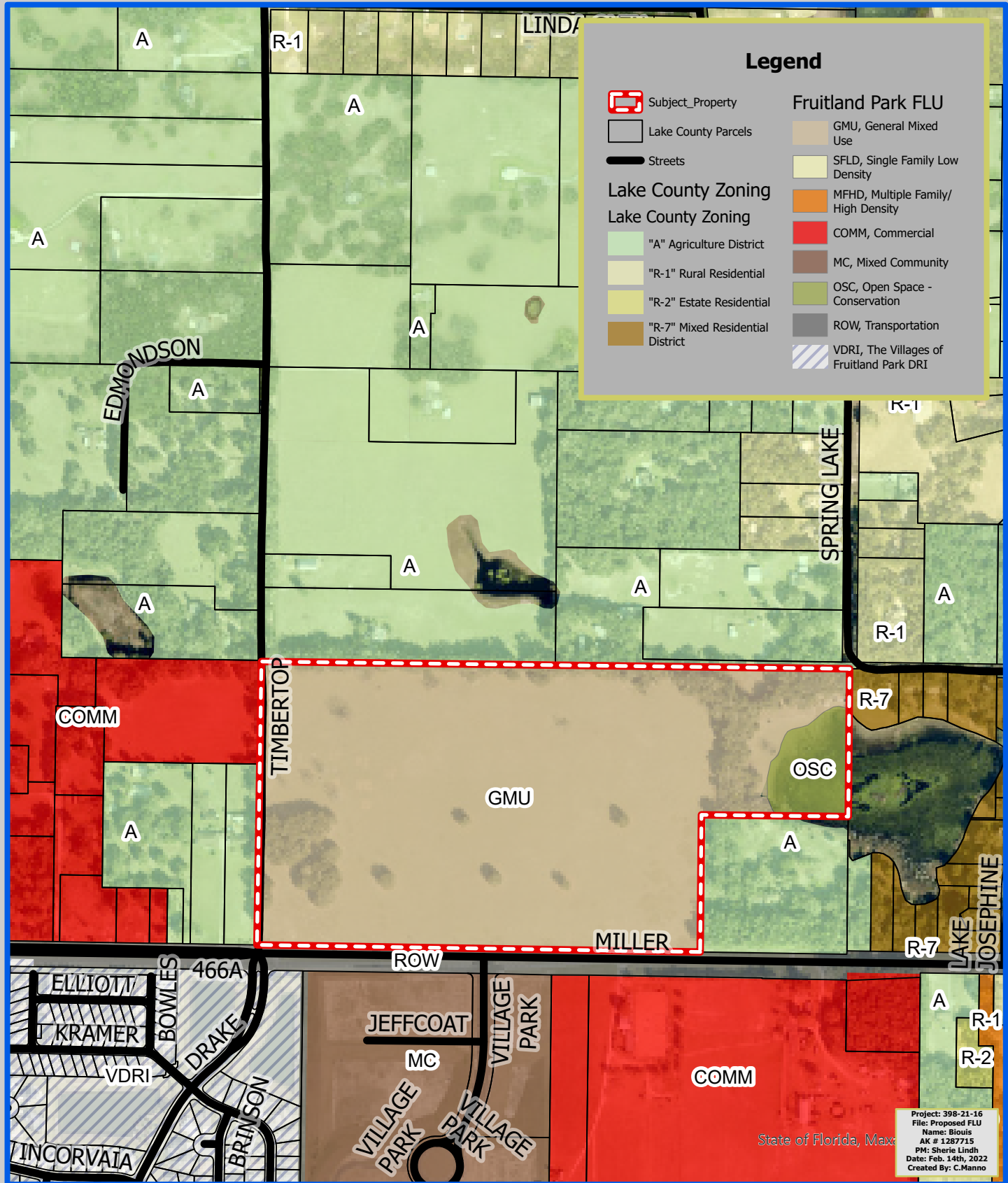
**LEGAL DESCRIPTION:**  
 THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF STATE ROAD NO. S-466-A.  
 FOR A TOTAL AREA OF 68.55 ACRES MORE OR LESS.

**SOIL LEGEND**

1	SPARR SAND
5	APOPKA SAND, 0 TO 5 PERCENT SLOPE
6	APOPKA SAND, 5 TO 12 PERCENT SLOPE
40	FLACID AND MYAKKA SANDS, DEPRESSIONAL
42	POMPAHO SAND
99	WATER

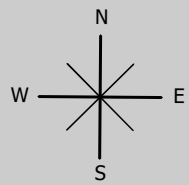
# Kimley Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVE., SUITE 1000, ORLANDO, FL 32801  
 PHONE: 407-898-1511  
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106



Project: 398-21-16  
 File: Proposed FLU  
 Name: Bouis  
 AK # 1287715  
 PM: Sherie Lindh  
 Date: Feb. 14th, 2022  
 Created By: C.Manno

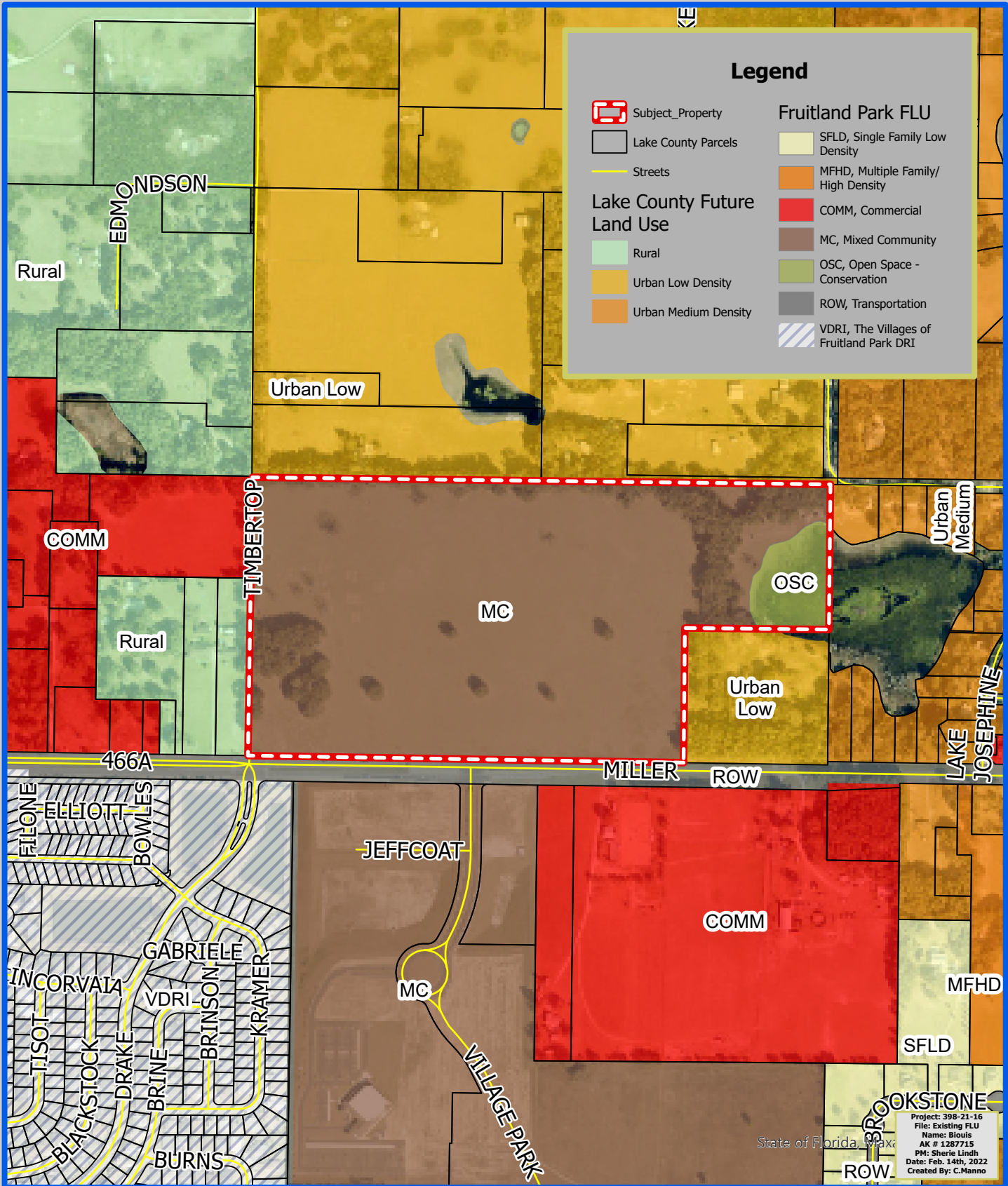
State of Florida, Max



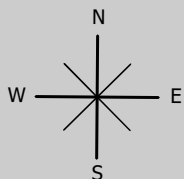
# Bouis Property

Proposed FLU Map Lake County, FL

Urban & Regional Planners, Inc.  
 1162 CAMP AVENUE - MT. DORA, FL 32757  
 (352)385-1940 / FAX (352)383-4824



Project: 398-21-36  
 File: Existing FLU  
 Name: Bouis  
 AK # 1287715  
 PM: Sherie Lindh  
 Date: Feb. 14th, 2022  
 Created By: C.Manno



# Bouis Property

Existing FLU Map Lake County, FL

Urban & Regional Planners, Inc.  
 1162 CAMP AVENUE - MT. DORA, FL 32757  
 (352)385-1940 / FAX (352)383-4824

**FRUITLAND PARK COMPREHENSIVE PLAN AND ZONING JUSTIFICATION STATEMENT**

The Applicant has submitted for a large-scale Comprehensive Plan Future Land Use amendment from Community Mixed Use (6 units/acre) to General Mixed Use (12 units/acre) and a companion rezoning from Planned Unit Development (PUD) to Mixed Use Planned Unit Development (MUPUD). Per Table 154.030.01, MUPUD is a compatible zoning designation with the requested Future Land Use designation of General Mixed Use.

Table 154.030.01

<b>FUTURE LAND USE DESIGNATION</b>	<b>Maximum Density</b>	<b>Maximum Intensity</b>	<b>ZONING CATEGORIES</b>
SF Low Density	2 units/acre	N/A	R-2, PUD, PFD
SF Medium Density	4 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, PUD, PFD
MF Low Density	8 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, PUD, PFD
MF Medium Density	10 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, R-10, PUD, PFD
MF High Density	15 units/acre	Commercial uses within PUD, max. size 20,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, R-10, R-15, PUD, PFD
Central Business District Mixed Use	10 units/acre (Residential at 2 <sup>nd</sup> or 3 <sup>rd</sup> floor only)	ISR .80 FAR 1.0	CBD, PUD
Transitional	4 units/acre	FAR .20	RP, R-2, R-4, PUD, PFD
Mixed Community	6 units/acre	ISR .80 FAR .70	Mixed Use PUD
General Mixed Use	12 units/acre	ISR .80 FAR .70	Mixed Use PUD
Neighborhood Commercial	4 units/acre if developed as PUD	ISR .70 FAR .50	C-1, RP, PUD, PFD
Commercial – High Intensity	N/A	ISR .70 FAR .50	C-1, C-2, RP, PUD, PFD
Industrial	N/A	ISR .75 FAR .50	I, PUD
Institutional	N/A	ISR .70 FAR .30	PFD, PUD
Recreation	N/A	ISR .30 FAR .30	PFD, GB
Open Space	1 unit/acre	ISR .35	PFD, GB

The City and FRANK STEPHAN BOUIS, TRUSTEE OF THE FRANK STEPHAN BOUIS FAMILY TRUST DATED OCTOBER 16, 2008 had previously entered into the Like Oak Center Master Development Agreement on January 27, 2010 (the “Original Agreement”) regarding the annexation, rezoning and future land use designation for Parcel ID 05-19-24-0003-000-02000 (the “Subject Property”), which Original Agreement needs to be updated to reflect the satisfaction of certain obligations therein and changing market conditions and demands in the area.

## COMPREHENSVE PLAN ANALYSIS

The Subject Property is comprised of approximately 68.55 acres and currently has a future land use designation of Community Mixed Use and therefore a Comprehensive Plan Future Land Use map amendment with a compatible rezoning is required for any development of the Subject Property. The requested General Mixed Use Future Land Use designation permits up to 12 dwelling units/acre and is a compatible and consistent with the surrounding development pattern. Under the City's Comprehensive Plan 2035 ("Comp Plan"), the City has "anticipated that additional housing needs will be accommodated primarily within mixed use developments." In June 2020, the City ranked highest in the Central Florida area for population growth rates since 2010, up 159.9%, from 4,129 to 10,730 residents. As shown in the Comp Plan, the City's projected population for 2025 has already been surpassed and this growth rate is expected to have a continued upward trajectory and therefore additional housing, retail and job opportunities are critical to the City's long-term economic growth and sustainability.

**Table 3-2: Population Projections**

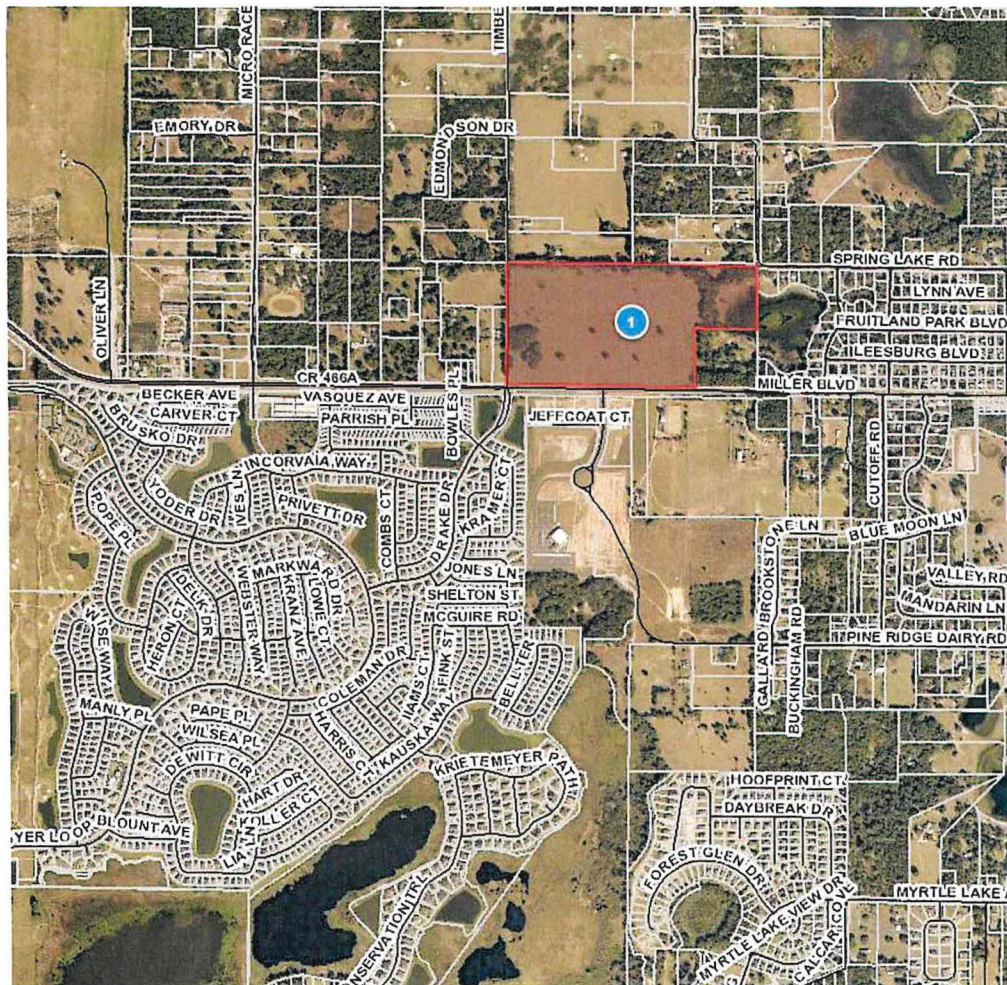
<b>Year</b>	<b>Population</b>	<b>Growth Rate</b>
1980	2,259	
1990	2,754	18%
2000	3,186	16%
2010	4,078*	28%
2015	4,214	.03%
2020	9,075**	115%
2025	10,237	13%
2030	11,399	12%
2035	13,133	15%

The Future Land Use Element of the Comp Plan provides that the City has the following goals which are satisfied by this request:

- To encourage a mix and location of land uses designed to increase accessibility of Fruitland Park's residents to services, recreation, jobs and housing.
- To encourage the co-location of jobs with housing and expand residents' ability to work in close proximity to their homes.
- To encourage a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.

This Subject Property offers the perfect opportunity for "mixed use communities that will provide employment, recreation, and public facilities not only for residents who reside in those communities, but also for existing and future residents who live in nearby residential neighborhoods." As "it is the City's goal to be a full service medium sized city," the Comp Plan recognizes that "it is necessary to provide a full range of uses to serve and support the residential population, including employment centers [and] retail" uses. The City further acknowledges in their Comp Plan that "it is anticipated that s significant portion of the additional commercial acreage needs will be incorporated in mixed use land use categories." The requested General Mixed Use designation therefore fits into the City's vision and goals for growth, and additional policies which are met through this request are also included on Exhibit A.

As shown below, the area surrounding the Subject Property is developed with significant single family homes, which if that development trend continues, will contribute to urban sprawl. The City's Comp Plan underscores the importance of urban design and compact, mixed-use development, since urban sprawl "consumes more land, is costlier in terms of the provision of infrastructure and services, increases traffic congestion, and results in greater social isolation than more compact and integrated forms of development." Thus, the requested MUPUD zoning and its proposed concept plan will help to minimize urban sprawl and segregated multiple-use development by providing a mix of uses on a well-traveled roadway corridor in a growing area of the City.



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

<b>ITEM TITLE:</b>	Quasi-Judicial Public Hearing
<b>MEETING DATE:</b>	Thursday, October13, 2022
<b>DATE SUBMITTED:</b>	Monday, September 12, 2022
<b>SUBMITTED BY:</b>	City Attorney/City Manager/Community Development Director
<b>BRIEF NARRATIVE:</b>	Quasi-Judicial Public Hearing
<b>FUNDS REQUIRED:</b>	None
<b>ATTACHMENTS:</b>	Quasi-Judicial Public Hearing Establishment
<b>RECOMMENDATION:</b>	N/A
<b>ACTION:</b>	City Commission Consideration

**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.

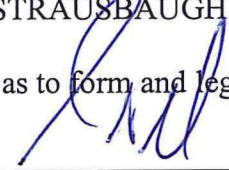
**PASSED AND RESOLVED** this 24<sup>th</sup> day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.

  
\_\_\_\_\_  
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:

  
\_\_\_\_\_  
MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:

  
\_\_\_\_\_  
Scott A. Gerken, City Attorney



Select Year: 2020 

## The 2020 Florida Statutes

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[Title XIX](#)[PUBLIC BUSINESS](#)[Chapter 286](#)[PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS](#)[View Entire Chapter](#)**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: 5i**

**ITEM TITLE:** Second Reading and Quasi-Judicial Public Hearing - Ordinance 2022-019 Planned Unit Development; Property located south of Lake Ella Road and east of Rolling Acres Road. Petitioner: Daryl M. Carter, Trustee of Lake Ella Road Land Trust (owner) and Resibuilt Homes, LLC as the applicant.

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** September 12, 2022

**SUBMITTED BY:** City Attorney/City Manager/Community Development Director

**BRIEF NARRATIVE:** Proposed development of 158± consists of rentals and sale of 413 single family units (50'x120' – 6,000 SF) and 190 townhomes (24'x120' – 2,800 SF) for a total of 603 dwelling units at a density of 3.78 units/acre. The previous PUD/MDA (Ordinance 2007-008) expired 10 years after the date of the 2007 effective date. The previous MDA allowed 4.20 acres of commercial/institutional/public; 210 ± single family dwelling units; 426 ± townhomes; 50' and 70' lots and no apartments or multi-family rental units on the property. (First reading was held on September 22, 2022.)

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Ordinance 2022-019, MDA, concept plan, location map, surrounding sites, school concurrency, Lake County comments, staff report, proportionate mitigation offer by developer and advertising proof.

**RECOMMENDATION:** Staff does not recommend approval as the adopted LOS (level of service) and future conditions indicate that Rolling Acres Road and Micro Racetrack Road will operate below the adopted standards unless proportionate fair share mitigation can be negotiated between Lake County, Fruitland Park and the developer. See LPG staff report dated 8/24/2022. NOTE: The current proportionate share mitigation offered by the developer is deemed insufficient.

**ACTION:** Enact Ordinance 2022-019 to become effective immediately as provided by law.

## **ORDINANCE 2022-019**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a petition has been received from Resibuilt Homes, LLC as applicant, on behalf of Daryl M. Carter, As Trustee of Lake Ella Road Land Trust as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD to City Residential Planned Unit Development (RPUD) within the City limits of Fruitland Park; and

**WHEREAS**, the petition bears the signature of all applicable parties; and

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

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

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

Section 1: The following described property consisting of approximately 158 ± acres generally located south of Lake Ella Road and east of Rolling Acres Road as described and depicted as set forth on Exhibit "A" shall hereafter be designated as RPUD "Residential Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. 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 4. 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 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, MMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)



**“EXHIBIT A”**

Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.

**EXHIBIT B**

## **MASTER DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** entered into and made as of the \_\_\_ day of \_\_\_\_\_, 2022, between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as the “City”), and **Daryl Carter, as Trustee of Lake Ella Road Land Trust** (hereinafter referred to as the “Owner”).

### **RECITALS**

1. Owner owns approximately 159 acres of property currently located in the City of Fruitland Park, Florida, described as set forth on Exhibit “A” attached to and incorporated in this Agreement (hereafter referred to as the “Property”).
2. Owner’s predecessors in interest, LAKE ELLA DEVELOPERS II, LLC, a Florida limited liability company and LAKE ELLA DEVELOPERS III, LLC, a Florida limited liability company entered into that certain Master Developer Agreement with the City dated April 26, 2007 (“Prior Development Agreement”).
3. As part of the Prior Development Agreement, the Property was annexed into the City of Fruitland Park and the Property was rezoned to Planned Unit Development (“PUD”). The terms of the Prior Development Agreement expired on April 26, 2017.
4. Owner has filed an application for a new PUD for the Property to construct 413 single-family homes and 190 townhomes for a total of 603 units.
5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Fruitland Park has determined that the proposal for the development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein and per future agreement of the parties.
8. The Property is within the City’s Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

**Section 2. Land Use/Development.** Development of the Property shall be substantially consistent with the “Rolling Acres at Lake Ella” conceptual development plan dated August 2, 2022 and attached as **Exhibit “B”** (the “Plan”). All development shall be consistent with City’s “PUD” (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development shall also be consistent with “R-8” (Multiple-Family Low Density Residential) zoning district and, subject to City approval after public hearings and DCA approval, City’s Multiple-Family Low Density Residential land use category for the entire Property. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

**Section 3. Density.** Overall gross density shall not exceed 3.78 units/acre.

**Section 4. Development Standards.** City and Owner agree that the unit mix for the development of the Property shall be substantially as follows:

- A. Single Family Detached Dwelling Units: 413 +/- units.
- B. Townhomes: 190 +/- units.
- C. Total Minimum Open Space: 25% (39.75 acres = 159 acres x 25%)

The City approved placement of above-ground water or wastewater utility improvements within areas described as “Open Space” shall still qualify as “open space” for purposes of this minimum open space requirement.

- D. Building Heights. The maximum building height within the Property is 35 feet.
- E. Setbacks:

- a. 50’ lots (Single-Family):

- Front: 30 feet

- Side: 5 feet

- Street Side: 20 feet

- Rear: 20 feet

- b. 60’ lots (Single-Family):

- Front: 30 feet

- Side: 5 feet

Street Side: 20 feet

Rear: 20 feet

c. 24' lots (Townhome):

Front: 30 feet

Side: 0 feet

Side between building pads: 10 feet

Street Side: 20 feet

Rear: 20 feet

- F. **Minimum Living Area.** Single family detached shall have a minimum living area of 1432 square feet and single family attached (townhome) shall have a minimum living area of 1833 square feet.
- G. **Minimum Lot Width.** A maximum of two hundred seventy-eight (278) single family detached lots within the development shall have a minimum lot width of fifty feet (50'). A minimum of one hundred and thirty-five lots (135) single family detached lots within the development shall have a minimum lot width of sixty feet (60'). Townhome lots (single family attached) shall have a minimum lot width of twenty-four feet (24').
- H. **Minimum Lot Depth.** The minimum lot depth for detached and attached single family shall be one hundred twenty feet (120').
- I. **Minimum Lot Area.** The minimum lot area for 50' wide lots shall be 6,000 square feet. The minimum lot area for 60' wide lots shall be 7,200 square feet. The minimum lot area for 24' wide lots shall be 2,880 square feet.
- J. **Maximum Number of Attached Townhome Lots.** The maximum number of attached townhome lots shall be six (6).
- K. **Maximum Building Coverage.** The maximum building coverage shall be 40%.

**Section 5.** Residential Design Standards are as follows:

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

- 1) Dormers
  - 2) Gables
  - 3) Recessed or raised entries
  - 4) Covered porch entries
  - 5) Cupolas
  - 6) Pillars or decorative posts
  - 7) Bay window (minimum 12 inch projections)
  - 8) Eaves (minimum 6-inch projections)
  - 9) Front windows with arched glass tops and minimum 4-inch trim
- B. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
  - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
  - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

**Section 6. Homeowners Association.** Owner shall establish a homeowners’ association or similar entity acceptable to City (HOA), which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall install all such improvements at their expense. Owner agrees to, at Owner expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Further, Owner shall include in the covenants and restrictions notification of the private airfield located southwest of the Property and sprayfield located within close proximity to the Property. Unless otherwise approved by the City Commission, Owner shall also include requirements for all detached single-family homes and townhomes to have a garage with a prohibition against converting such garage areas to living area. Owner shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

**Section 7. Pedestrian and Bicycle Facilities.** Owner agrees to construct sidewalks to City standards on both sides of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Owner agrees to dedicate bicycle trails as are reasonably determined by City so as to achieve a "walkable" community, including possible connectivity to the surrounding community.

**Section 8. Road Improvements and Access.** Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. If required by the City, Owner shall improve Rolling Acres Road to City and County standards from the subdivision entrance to the intersection of Rolling Acres and Lake Ella Road, including intersection improvements and turn lanes required by Lake County. If requested by City, Owner shall amend the Plan and construct a road or roads connecting the Property to the surrounding community. Additionally, Owner shall provide stormwater retention associated with the roads either within the right of way or on the Property.

Owner acknowledges that the City desires transportation connectivity from the Property to neighboring communities. Accordingly, Owner agrees to maintain property as undeveloped and dedicate right of way to the extent reasonably requested by City to preserve the opportunity for such connecting roadways. The City anticipates a point of connection in the location shown on Exhibit "C"; however, Owner agrees that said point of connection may be relocated at the request of the City prior to final plat approval.

**Section 9. Construction.** Owner shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature.

Additionally, Owner agrees that any and all damage caused by Owner to right of way surrounding the Property during construction of the improvements contemplated in this Agreement shall be repaired in a timely manner at Owner's sole expense.

**Section 10. Lighting.** Owner shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from residential areas to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner, at Owner's expense, and thereafter maintained by the HOA.

**Section 11. Water, Wastewater, and Reuse Water.** Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater services (hereafter, “Utilities”) exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the property or within City’s F.S. Chapter 180 utility district. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer’s expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City’s current point of connection. Owner shall also construct, at Owner’s expense, “dry” utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such improvements are oversized at the City’s request, the City shall either provide cash or impact fee credits to reimburse Owner for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner will enter into a Pioneer Agreement with the Owner to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner.

**Section 12. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of the utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees to and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements, or easements related to the Property as requested by City from time to time.

**Section 13. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a “walkable” community that is connected to the surrounding community.

**Section 14. Landscaping/Buffers.** Owner has reviewed City’s Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.



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

Owner shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, buffers, and berms on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

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

Owner agrees to construct all landscape buffers as required by City's Land Development Regulations. Owner further agrees to provide additional buffering along the boundaries of the Property as is reasonably requested by City to buffer the Property from adjoining properties.

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

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

**Section 17. Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

**Section 18. Final Site Plan Approval.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

**Section 19. Environmental Considerations.** The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

**Section 20. Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations for the commercial parcel. The Property

shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

**Section 21. Signage.** Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

**Section 22. Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 23. Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

**Section 24. Due Diligence.** The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

**Section 25. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

**Section 26. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

**Section 27. Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice

to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

**Section 28. Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**Section 29. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 30. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	Mr. Gary La Venia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
<b>Copy to:</b>	Chris Chesire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone  Anita Geraci-Carver, Esquire City Attorney 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
<b>As to Owner:</b>	_____ c/o ResiBuilt Homes, LLC 3630 Peachtree Rd., Suite 1500 Atlanta, GA 30326 Attn: Chris Cole Email: ccole@resibuilt.com
<b>Copy to:</b>	Cushla E. Talbut, Esq.

	Greenberg Traurig, P.A. 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301 Telephone: 954.468.1728 Email: <a href="mailto:talbutc@gtlaw.com">talbutc@gtlaw.com</a>
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**Section 31. Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

**Section 32. Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner/Developer. Construction of the Project shall substantially commence on or before \_\_\_\_\_, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the Term of Agreement may be extended by mutual agreement of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

**Section 33. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 34. Severability.** If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

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

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



\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

As its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2007,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
who is personally known to me or who have produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public  
Notary Public – State of Florida  
Commission No \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ACCEPTED IN THE CITY OF FRUITLAND PARK**

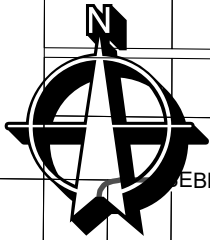
Approved as to form and  
legality for use and reliance  
by the City of Fruitland Park

By: \_\_\_\_\_  
Chris Cheshire, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
Esther B. Coulson, City Clerk



URICO GOLF RD

EBLE RD

DARCY RD

RED SKY RD

WHIP O WILL WAY

FIESTA KEY CIR

CONCH KEY LN

**Site Location**

LAKE ELLA RD

ROLLING ACRES RD

TAYLOR MILL RD

SUGARFOOT LN

PINEY RIDGE BLVD  
HICKORY RIDGE DR  
MILLEVIEW RD  
KELLIE CT  
DANIEL DR  
KRISTA LN  
VAMARCA  
PETE ST  
MELANIE S  
VERA DOR DR  
HICKORY ST  
LIVE OAK DR  
EAST SPRING LAKE BLVD  
SPRING LAKE RD

TIMBERTOP LN

LINMAR AVE

LINDA GLEN AVE

CFN 2007065508  
Bk 03430 Pgs 2177 - 2197; (21pgs)  
DATE: 05/14/2007 11:06:22 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 180.00

ORDINANCE 2007-008

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 159± ACRES OF PROPERTY GENERALLY LOCATED EAST OF ROLLING ACRES ROAD, SOUTH OF LAKE ELLA ROAD, AND WEST OF TAYLOR MILL ROAD; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "R-3" (MEDIUM RESIDENTIAL DISTRICT) TO "PUD" (PLANNED UNIT DEVELOPMENT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT REGARDING THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Richey & Cooney, P.A., as applicant on behalf of the owner, Lake Ella Developers II, LLC and Lake Ella Developers III, LLC, requesting that real property be annexed to and made a part of the City of Fruitland Park, and rezoned from Lake County "A" (Agriculture) AND "R-3" (Medium Residential District), to "PUD" (Planned Unit Development) 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 159± acres generally located east of Rolling Acres Road, south of Lake Ella Road, and west of Taylor Mill Road 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 "PUD" (Planned Unit Development). Such zoning designation shall be subject to and conditioned upon the terms of a

Master Development Agreement attached as Exhibit "B" and incorporated herein by reference.

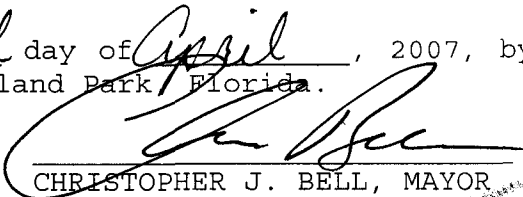
**Section 2.** The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

**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.

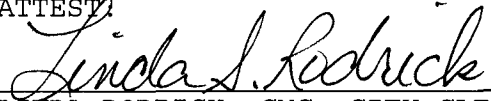
**Section 4.** The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the parcel annexed in the City Comprehensive Plan.

**Section 5.** This Ordinance shall become effective immediately upon passage.

**PASSED AND ORDAINED** this 26th day of April, 2007, by the City Commission of the City of Fruitland Park, Florida.

  
CHRISTOPHER J. BELL, MAYOR

ATTEST

  
LINDA RODRICK, CMC, CITY CLERK

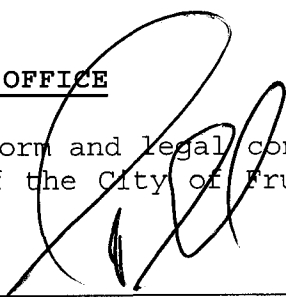


Passed First Reading February 8, 2007

Passed Second Reading April 26, 2007

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  
4/26/07  
\_\_\_\_\_  
Date



Attachment to Ordinance 2007-008



Last Updated September 20, 2006

The quality of this image is equivalent to the quality of the original document.

# BOUNDARY & TOPOGRAPHIC SURVEY

**LEGAL DESCRIPTION**

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND

TRACT A, SPRING LAKE PINES, PHASE 2, ACCORDING TO THE MAP OR PLAT THEREFOR AS RECORDED IN PLAT BOOK 34, PAGES 20 AND 21, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**MORE PARTICULARLY DESCRIBED AS:**

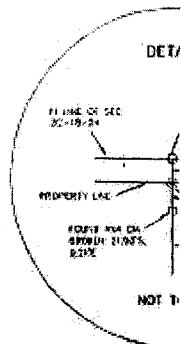
THAT PORTION OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 SECTION CORNER OF SAID SECTION 32; THENCE RUN S00°19'25"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32 A DISTANCE OF 10.68 FEET TO THE SOUTH EDGE OF PAVEMENT OF LAKE ELLA ROAD (CR 1-8862) BEING PRESCRIPTIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE S00°19'25"W A DISTANCE OF 1317.08 FEET TO THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE RUN S89°38'06"E ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND ALSO THE NORTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32 A DISTANCE OF 1853.72 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN S00°27'56"W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 654.24 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N89°37'40"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1854.08 FEET TO THE SOUTHEAST CORNER OF THE N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4; THENCE RUN N80°36'25"W ALONG THE SOUTH LINE OF SAID N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 SAID SECTION 32 A DISTANCE OF 655.48 FEET TO THE NORTHEAST CORNER OF TRACT 'A' SPRING LAKE PINES PHASE 2, PLAT BOOK 34, PAGES 20-21, LAKE COUNTY, FLORIDA; THENCE RUN S00°21'00"W ALONG THE EAST LINE OF SAID TRACT 'A', A DISTANCE OF 196.04 FEET TO THE NORTHERLY RIGHT OF WAY OF PINEY RIDGE BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH TO WHICH A RADIAL LINE BEARS N43°17'34"E AND HAVING A RADIUS OF 733.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°33'43" AN ARC DISTANCE OF 546.77 FEET TO THE NORTH LINE OF SAID SPRING LAKE PINES, PHASE 2 SUBDIVISION; THENCE RUN N89°33'03"W ALONG SAID NORTH LINE A DISTANCE OF 470.21 FEET TO THE WEST LINE OF THE AFORESAID N 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE RUN N00°31'47"E ALONG SAID WEST LINE A DISTANCE OF 1084.98 FEET TO THE AFORESAID SOUTH EDGE OF PAVEMENT OF LAKE ELLA ROAD (CR 1-8862); THENCE RUN S89°25'57"E ALONG SAID SOUTH EDGE A DISTANCE OF 1327.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 88.55 ACRES, MORE OR LESS.

SECTION 32  
TOWNSHIP 18 SOUTH  
RANGE 24 EAST  
LAKE COUNTY, FLORIDA

11



The quality of this image is equivalent to the quality of the original document.

LEGAL DESCRIPTION  
LAKE ELLA WEST

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 388, PAGE 628 AND LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 774; LESS ROAD RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1206, PAGE 1595 TO LAKE COUNTY, ALL IN LAKE COUNTY, FLORIDA.  
CONTAINING 73.32 ACRES, MORE OR LESS.

(OFFICIAL RECORDS BOOK 1206, PAGE 1595)  
THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:  
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LYING WITHIN 33 FEET EAST OF THE WEST LINE OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 388, PAGE 628) PARCEL "A"  
THE EAST 130.00 FEET OF THE WEST 565.00 FEET OF THE NORTH 335.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LESS RIGHT OF WAY FOR COUNTY ROAD.

(OFFICIAL RECORDS BOOK 674, PAGE 774)  
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR ROAD.

## Exhibit "B"

### MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 26th day of April, 2007, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and LAKE ELLA DEVELOPERS II, LLC, a Florida limited liability company and LAKE ELLA DEVELOPERS III, LLC, a Florida limited liability company (hereinafter jointly and severally referred to as the "Owner").

#### RECITALS

1. Owner desires to annex into the City of Fruitland Park approximately 159 acres of property currently located in unincorporated Lake County, Florida, described as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located in unincorporated Lake County, Florida, and is currently zoned Medium Residential District ("R-3") with a future land use designation on the Lake County Future Land Use Map of "Urban Expansion."

3. Owner has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan for the Property as a planned unit development.

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

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

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein and per future agreement of the parties.

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

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

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

**Section 2. Conditions Precedent.** Owner has filed an application for voluntary annexation, and the City has initiated the process to approve this Agreement and to annex the Property in accordance with the laws of the State of Florida. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance annexing the Property into the corporate limits of the City; and b) City's comprehensive plan amendment implementing or related to the Agreement is found in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny the application for voluntary annexation.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Presco 159 Acre" conceptual development plan dated January 17, 2006 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development, except the 4.2 acres of Commercial/Institutional/Public use, shall also be consistent with "R-2" (Single-Family Medium Density Residential) zoning district and, subject to City approval after public hearings and DCA approval, City's Single-Family Medium Density Residential land use category for the entire Property. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

**Section 4. Density.** Overall density shall not exceed 4 units/acre (e.g., 159 acres x 4 = 636 units.)

**Section 5. Development Standards.** City and Owner agree that the unit mix for the development of the Property shall be substantially as follows:

- A. Commercial/Institutional/Public: 4.20 acres +/-
- B. Single Family Dwelling Units: 210 +/- units.
- C. Townhomes: 426 +/- units.
- D. Total Minimum Open Space: 46% (60.95 acres = 159 acres x 46%)

The City approved placement of above-ground water or wastewater utility improvements within areas described as "Open Space" shall still qualify as "open space" for purposes of this minimum open space requirement.

- E. Building Heights. The maximum building height within the Property is 35 feet.
- F. Setbacks:
  - a. 50' lots:
    - Front: 20 feet

Side: 5 feet

Rear: 10 feet

b. 70' lots

Front: 25 feet

Side: 7.5 feet

Rear: 15 feet

- G. There shall be no apartments or multi-family rental units constructed within the Property. All units within the Property shall be subject to individual fee simple ownership.
- H. Owner acknowledges that City is in the process of amending its Land Development Regulations regarding townhomes and multi-family development and accordingly agrees to abide by any such amendments if the same are adopted at the time the preliminary plat(s) for the Property are submitted to City, provided that construction plans are submitted within six (6) months thereafter. If, however, such amended regulations have yet to be adopted by City at the time the preliminary plat(s) for the Property are submitted to City, or Owner fails to submit construction plans within the six (6) month period, the design of any townhomes and any development of the 50 x 120 foot lots shall be subject to City Commission approval, including, but not limited to, minimum square footage requirements for homes and townhomes. Unless agreed to otherwise by the City Commission, any detached single family home shall have the minimum living area square footage as required in City's R-2 zoning district and an enclosed garage.
- I. Owner agrees that in order to achieve an upscale design which will buffer adjoining property owners and to enhance the overall character of the Property itself, any development on the 4.20 acre parcel designated for 'Public Commercial/Institutional' uses located in the northwest portion of the Property shall be subject to architectural design limitations as are reasonably set forth by City. Unless approved otherwise by the City Commission, gas pumps or services and drive through restaurants will be prohibited on the parcel designated for 'Public/Commercial/Institutional' uses, *and any commercial use shall be further restricted to permitted uses in City's C-1 zoning district.*

**Section 6. Homeowners Association.** Owner shall establish a homeowners association or similar entity acceptable to City (HOA), which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall install all such improvements at their expense. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

*Unless agreed to otherwise by the City Commission, any townhomes shall have a minimum living area square footage of 1000 ft<sup>2</sup>. All 70 foot or greater width detached single family homes shall have a two (2) car garage.*

Further, Owner shall include in the covenants and restrictions notification of the private airfield located southwest of the Property and sprayfield located within close proximity to the Property. Unless otherwise approved by the City Commission, Owner shall also include requirements for all detached single family homes and townhomes to have a garage with a prohibition against converting such garage areas to living area. Owner shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

**Section 7. Pedestrian and Bicycle Facilities.** Owner agrees to construct sidewalks to City standards on at least one side of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Owner agrees to dedicate bicycle trails as are reasonably determined by City so as to achieve a "walkable" community, including possible connectivity to the surrounding community.

**Section 8. Road Improvements and Access.** Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. Owner shall be required to improve Rolling Acres Road to City and County standards from the subdivision entrance to the intersection of Rolling Acres and Lake Ella Road, including intersection improvements and turn lanes required by Lake County. If requested by City, Owner shall amend the Plan and construct a road or roads connecting the Property to the surrounding community. Additionally, Owner shall provide stormwater retention associated with the roads either within the right of way or on the Property.

Owner acknowledges that the City desires transportation connectivity from the Property to neighboring communities. Accordingly, Owner agrees to maintain property as undeveloped and dedicate right of way to the extent reasonably requested by City to preserve the opportunity for such connecting roadways. The City anticipates a point of connection in the location shown on Exhibit "C"; however, Owner agrees that said point of connection may be relocated at the request of the City prior to final plat approval.

**Section 9. Construction.** Owner shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature.

Additionally, Owner agrees that any and all damage caused by Owner to right of way surrounding the Property during construction of the improvements

contemplated in this Agreement shall be repaired in a timely manner at Owner's sole expense.

**Section 10. Lighting.** Owner shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from residential areas to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner, at Owner's expense, and thereafter maintained by the HOA.

**Section 11. Water, Wastewater, and Reuse Water.** Upon approved annexation of the Property into the City, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City unless City determines such services are not available to the Property. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property unless approved by City because services are not available. Additionally, Owner may be allowed separate irrigation wells in accordance with Ordinance 2005-034. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. To the extent applicable, City agrees to cooperate with Owner by entering into a pioneering agreement to recoup costs in conjunction with the Utilities Agreement anticipated herein. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner further agrees that all electric utility improvements made within the Property shall be constructed as underground utilities.

At any time during the Term of this Agreement as defined in Section 32 of this Agreement below, Owner may make application to the City for Utilities services. As soon as reasonably possible following such application, the City will inform Owner when adequate Utilities services will be available for the purposes of Owner, in order that City and Owner may construct and execute a mutually acceptable Water and Wastewater Utility Reservation Agreement (hereafter "Utilities Agreement"). The parties anticipate that such a subsequently executed Utilities Agreement may amend the utility provisions herein as is in the best interest of the parties. Upon execution of a Utilities Agreement by City and Owner, Owner shall be required to pay impact fees in accordance with the timetable, terms and conditions set out in said Utilities Agreement. No capacity is reserved until or unless such fees have been paid pursuant to a Utilities Agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

**Section 12. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time.

**Section 13. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or



utility services, including but not limited to sewer, water, drainage and reclaimed water services. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a "walkable" community that is connected to the surrounding community.

**Section 14. Landscaping/Buffers.** Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

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

Owner shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, buffers, and berms on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

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

Owner agrees to construct all landscape buffers as required by City's Land Development Regulations. Owner further agrees to provide additional buffering along the boundaries of the Property as is reasonably requested by City to buffer the Property from adjoining properties. Further, Owner agrees to provide landscape buffers as depicted on the Presco Buffer Plan attached hereto and incorporated herein as Exhibit "D" in conjunction with the phased development of the Property.

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

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

**Section 17. Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has

adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

**Section 18. Final Site Plan Approval.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

**Section 19. Environmental Considerations.** The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

**Section 20. Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations for the commercial parcel. ~~The residential portions of~~ The Property shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley. RS  
CP

**Section 21. Signage.** Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

**Section 22. Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 23. Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

**Section 24. Due Diligence.** The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

**Section 25. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

**Section 26. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

**Section 27. Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

**Section 28. Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**Section 29. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 30. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	Mr. Ralph Bowers, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
<b>Copy to:</b>	Christopher J. Bell, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone  Scott A. Gerken, Esquire

	City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone 352-357-2474 Facsimile
<b>As to Owner:</b>	Lake Ella Developers II, LLC 230 Mohawk Road Clermont, Florida 34711  Lake Ella Developers III, LLC 230 Mohawk Road Clermont, Florida 34711 (352) 242-0073 Telephone (352) 243-5619 Facsimile  Joseph E. Zagame, Jr. 230 Mohawk Road Clermont, Florida 34711 352-242-0073 Telephone 352-243-5619 Facsimile
<b>Copy to:</b>	Gary Cooney, Esq. Richey & Cooney, P.A. Post Office Box 492460 Leesburg, FL 34749-2460 (352) 365-2262 (352) 365-1928 facsimile

**Section 31. Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

**Section 32. Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes. Should Owner fail to consent to an extension of this Agreement and any portion of the Property remains undeveloped, the City may conduct a zoning hearing for the purpose of amending the zoning ordinance for the Property to incorporate such provisions as are necessary to assure development of the site in accordance with the provisions contained herein.

**Section 33. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 34. Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LAKE ELLA DEVELOPERS II, LLC

[Signature]  
Witness Signature

By: Joseph E. Zagame  
Signature

Brenda Caraballo  
Print Name

Joseph E. Zagame  
Print Name

[Signature]  
Witness Signature

As its: V.P.

Lance Samardge  
Print Name

LAKE ELLA DEVELOPERS III, LLC

[Signature]  
Witness Signature

By: Joseph E. Zagame  
Signature

Brenda Caraballo  
Print Name

Joseph E. Zagame  
Print Name

[Signature]  
Witness Signature

As its: V.P.

Lance Samardge  
Print Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April 2007, by Joseph E. Zagame, as V.P. of Lake Ella Developers II, LLC, who is personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[Signature]  
Notary Public



B. Caraballo  
 My Commission DD271345  
 Expires December 01, 2007

Notary Public - State of Florida  
 Commission No \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April 2007, by Joseph E. Zagawa, as V.P. of Lake Ella Developers III, LLC, who is personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath.



B. Caraballo  
 My Commission DD271345  
 Expires December 01, 2007

*[Signature]*

Notary Public  
 Notary Public - State of Florida  
 Commission No \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

ACCEPTED BY THE CITY OF FRUITLAND PARK

*[Signature]*

By: \_\_\_\_\_  
 Christopher J. Bell, Mayor

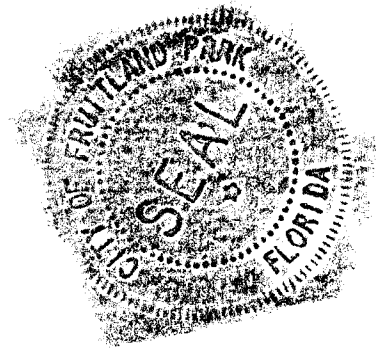
Date: April 26, 2007

ATTEST: Linda S. Rodrick  
 Linda S. Rodrick, City Clerk

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

*[Signature]*

\_\_\_\_\_  
 City Attorney



LEGAL DESCRIPTION  
LAKE ELLA WEST

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 388, PAGE 628 AND LESS THAT LEGAL DESCRIPTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 774; LESS ROAD RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1206, PAGE 1595 TO LAKE COUNTY, ALL IN LAKE COUNTY, FLORIDA. CONTAINING 73.32 ACRES, MORE OR LESS.

(OFFICIAL RECORDS BOOK 1206, PAGE 1595)  
THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:  
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LYING WITHIN 33 FEET EAST OF THE WEST LINE OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 388, PAGE 628) PARCEL "A"  
THE EAST 130.00 FEET OF THE WEST 565.00 FEET OF THE NORTH 335.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. LESS RIGHT OF WAY FOR COUNTY ROAD.

(OFFICIAL RECORDS BOOK 674, PAGE 774)  
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR ROAD.





Total Site Area =	159.52 acres	100%
426 Townhome Units in 71 buildings =	19.20 acres	12%
210 Single Family Lots =	44.79 acres	28%
636 Total Units	63.99 acres	40%
R.O.W.	22.37 acres	14%
Open Space =	73.16 acres	46%
Overall Density =	4 units per acre	

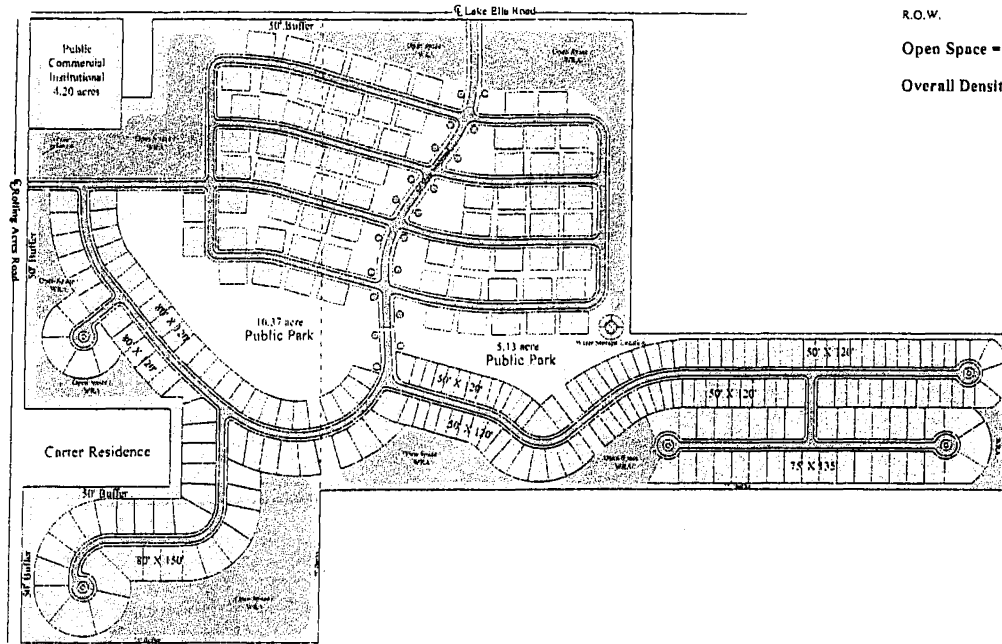


Exhibit "B"  
Conceptual Plan

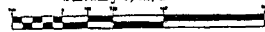
Conceptual Development Plan For:

# Presco 159 acres

Fruitland Park, Florida



Scale: 1" = 200'  
January 17th, 2006



Note: This preliminary layout is for conceptual planning use only. It is NOT to be used for construction, grading, permitting and/or final site plan. All areas & other details of this conceptual layout are subject to final engineering design.

The quality of this image  
is equivalent to the quality  
of the original document.

Exhibit "C"

Total Site Area = 159.51 acres 100%

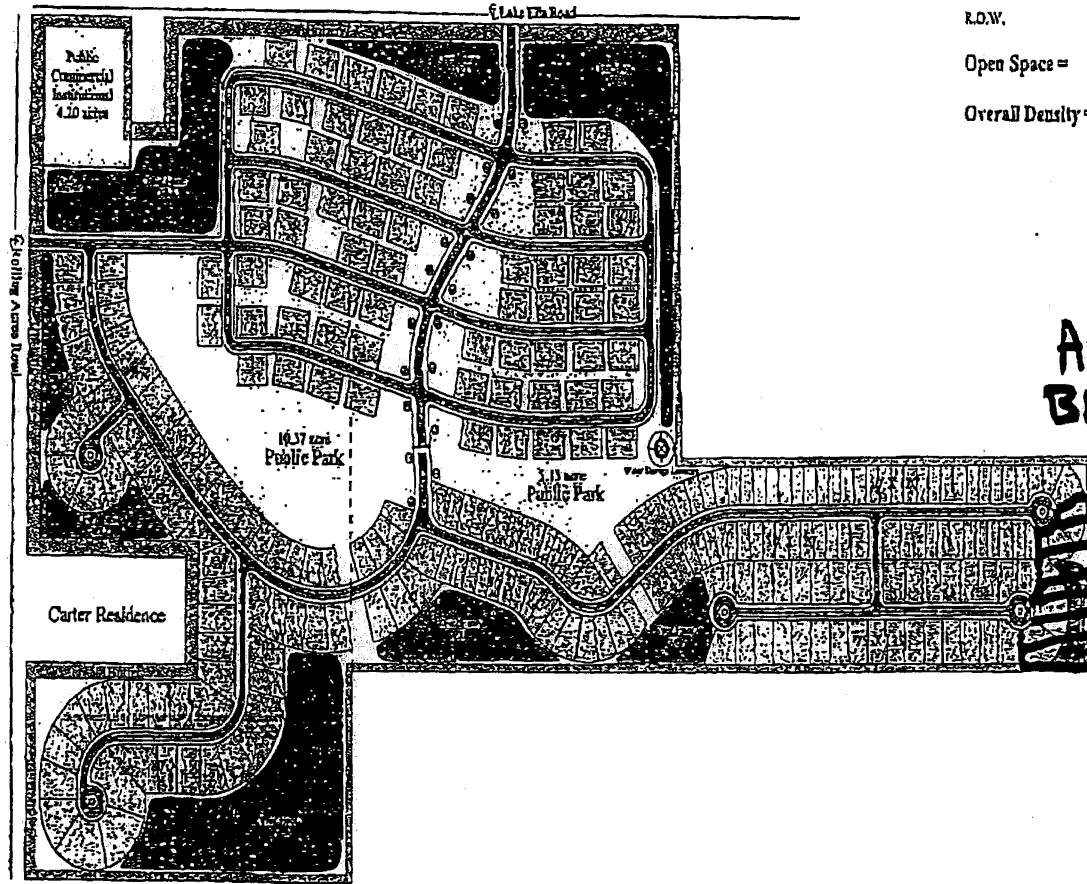
426 Townhome Units  
in 71 buildings = 19.20 acres 12%

210 Single Family Lots = 44.79 acres 28%  
636 Total Units = 63.99 acres 40%

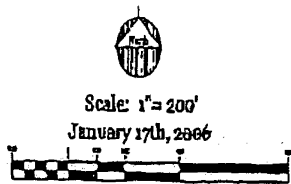
R.O.W. = 22.37 acres 14%

Open Space = 73.16 acres 46%

Overall Density = 4 units per acre



The quality of this image is equivalent to the quality of the original document.



Conceptual Development Plan For:

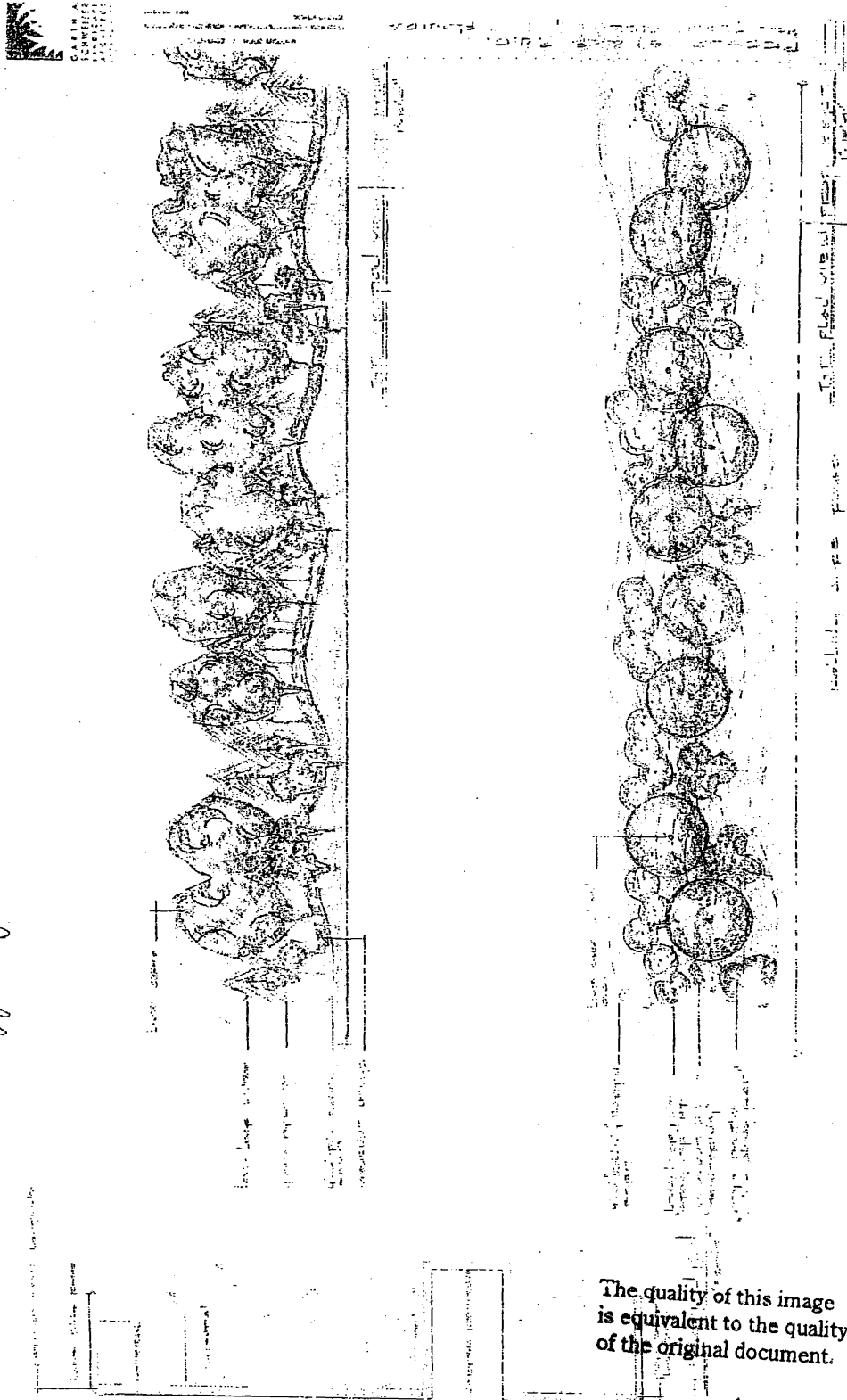
# Presco 159 acres

Fruitland Park, Florida

Note: This and other related documents are hereby made a part of this plan and are subject to the provisions of the Florida Statutes and the rules of the Florida Board of Professional Engineers, Architects and Surveyors.

Presco Buffer Plan

9/18/07 P4Z - Presco - Buffer plan



The quality of this image is equivalent to the quality of the original document.

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

**ITEM TITLE:** CITY MANAGER’S REPORT

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Tuesday, October 4, 2022

**SUBMITTED BY:** City Manager

**BRIEF NARRATIVE:** City Manager’s Report

(i) Economic Development Status Update

(ii) Code Enforcement Matters

**FUNDS REQUIRED:** None

**ATTACHMENTS:**

**RECOMMENDATION:**

**ACTION:** None

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

**ITEM TITLE:** City Attorney Report

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Sunday, October 9, 2022

**SUBMITTED BY:** City Attorney

**BRIEF NARRATIVE:** City Attorney Report

**City of Fruitland Park v. State of Florida – Department of Management Services:**

On February 16, 2022, the City provided wages and FRS calculations to attorney Thomas. The insurance company was provided the full invoice amount. The insurance company is communicating directly with the Department of Management Services as to the amount due. Work consistent with direction of the Commission continues.

**Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke):**

On December 9, 2021 Plaintiff filed an Amended Complaint. Pre-trial conference is scheduled for April 3, 2023 and trial on April 17, 2023. On August 18, 2022 Plaintiffs served the City with a Proposal for Settlement a copy of which has been provided to the Commission. On August 31, 2022 Attorney Thomas provided information requested by the City's insurance company. Work consistent with direction of the Commission continues.

**U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley):**

The property owner's lender is foreclosing on the property for non-payment of approximately \$33,204.15. The property is located at 412 Sunny Court, Fruitland Park. The City has a code enforcement lien on the property. As of June 17, 2022 the fines have accrued to \$23,350.00 and outstanding costs of \$117.04. Attorney Mark K. McCulloch, Roper & Roper, P.A. has been appointed by the City's insurance company to defend the City. The City's Answer to the Complaint was filed June 22, 2022. On June 23, 2022 Judge Baxley entered a Differentiated Civil Case Management Order as to Streamlined case types. The Order requires a non-jury trial to occur no later than 12 months from filing the original Complaint, if not sooner resolved. The trial must

be held by May 10, 2023. On July 29, 2022 the Plaintiff's Motion for Leave to Amend Complaint was granted by the Court. Plaintiff is in the process of publishing a notice of action in the newspaper relating to Robert Moore, deceased, and unknown parties.

**Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628:** The City was served with a lawsuit on September 8, 2022. A copy has been provided to the Commission. Plaintiffs file a two-count Verified Complaint. Count I – Inverse Condemnation and Count II – Trespass. Plaintiffs allege the City's construction of the library has caused storm water to flood across Rose Avenue onto their property located at 100 Rose Ave., Fruitland Park and have converted their property into a storm water retention system. Public Risk Management (PRM) retained attorney Donovan A. Roper and Mark K. McCulloch of Roper & Roper, P.A. to defend the City. The City Manager and I will be met with Roper & Roper, P.A. on September 21, 2022. Mr. Roper and Mr. McCulloch will be filing a responsive pleading no later than October 12, 2022.

**Code of Ordinances Codification:** CivicPlus thought the recommendations from the 2016 legal review had been acted on by the City. Since that did not occur CivicPlus requested issues that were not resolved from the February 2016 memorandum be addressed prior to providing the City with the final manuscript to be adopted. On October 9, 2022 I provided the City with proposed revisions and recommendations addressing the February 2016 memorandum. I recommended certain provisions be reviewed by and input received from Michelle Yoder, Robb Dicus, Sharon Williams and Jeannine Racine. Once they are able to provide input, responses can be provided to CivicPlus so the final manuscript can be provided for adoption.

**FUNDS REQUIRED:** No

**ATTACHMENTS:** None

**RECOMMENDATION:**

**ACTION:**

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 8**

**ITEM TITLE:** Public Comments

**MEETING DATE:** Thursday, October 13, 2022

**DATE SUBMITTED:** Thursday, October 6, 2022

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** **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.

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

**RECOMMENDATION:** None

**ACTION:** None

**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

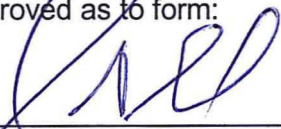
ATTEST:

  
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

Select Year:  

## The 2020 Florida Statutes

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

## PUBLIC BUSINESS

## PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

**286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—**

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

**History.**—s. 1, ch. 2013-227.

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