### FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

### **December 14, 2023**

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

Pastor Jerry Rhomes, Connection Point Church

Pledge of Allegiance – Police Chief Erik Luce

- 2. ROLL CALL
- 3. SPECIAL PRESENTATION Wreaths Across America Proclamation Saturday, December 16, 2023 (city clerk)
- **4. LOCAL PLANNING AGENCY** (city clerk)

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

5. **COMMUNITY REDEVELOPMENT AGENCY** (city clerk)

As soon as practical at 6:30 p.m., recess to the Community Redevelopment Agency meeting.

### 6. 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)

  November 9 regular and November 9, 2023 workshop meeting minutes.
- (b) Resolution 2023-076 PRM Alternate Board Member J Klein (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE HUMAN RESOURCES DIRECTOR TO SERVE AS THE ALTERNATE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

### 7. REGULAR AGENDA

(a) Resolution 2023-065 Records and Archive Management Plan Onsite Consulting Services - SML Inc. (city attorney/city manager/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SML, INC. & CITY OF FRUITLAND PARK CONTRACT FOR RECORDS & ARCHIVE MANAGEMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from October 12 and 26, 2023.)

- (b) Resolution 2023-075 Petition to the Lake County Board of County Commissioners LCSO Dispatch Services (city attorney)

  A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PETITIONING THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA TO DEVELOP AN APPROPRIATE MECHANISM TO FINANCE THE LAKE COUNTY SHERIFF'S DISPATCH SERVICES THAT DOES NOT VIOLATE SECTION 125.01(7), FLORIDA STATUTES, PROVIDING FOR AN EFFECTIVE DATE.
- (c) Resolution 2023-077 Comprehensive Plan Updates LPG Urban & Regional Planners LLC (city attorney/city manager)
- (d) Resolution 2023-078 Public Safety Complex Additional Services
  Proposal Halff Inc. (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING HALFF'S ADDITIONAL SERVICES CONFIRMATION DATED OCTOBER 31, 2023 IN THE AMOUNT NOT TO EXCEED \$48,750.00 FOR ADDITIONAL SURVEYING AND CIVIL ENGINEERING SERVICES AS WELL AS TO REFLECT INCREASED COSTS SINCE 2020 FOR THE CITY OF FRUITLAND PARK PUBLIC SAFETY COMPLEX; PROVIDING FOR AN EFFECTIVE DATE.

(e) Resolution 2023-079 Five-Foot Sidewalk Installation City Hall Complex - Fountain Street and College Avenue ROWs and Civil Engineering and Surveying Services Design Proposal/Agreement - Halff Inc. (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPOSAL/AGREEMENT FOR CRA SIDEWALK DATED OCTOBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$17,800.00 BETWEEN BESH HALFF AND CITY OF FRUITLAND THE PARK FOR CIVIL **ENGINEERING** AND SURVEYING **SERVICES** RELATING TO SIDEWALK INSTALLATION ALONG FOUNTAIN STREET AND COLLEGE AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

(f) Resolution 2023-080 Patricia Avenue Water Main and Services Installation - EJCDC Standard Form of Agreement Amendment - D B Civil Construction LLC (city attorney/city manager/public works director)

### **PUBLIC HEARING**

(g) Public Hearing - Resolution 2023-059 Final Adopted Millage FY 2023-24 (city attorney/city manager/city treasurer)

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 2023-2024; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 14 and the second reading was held on September 28, 2023.)

(h) Public Hearing - Resolution 2023-071 Live Local Act (city attorney/city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; PROVIDING NOTICE TO THE PUBLIC OF A PENDING ORDINANCE AND DIRECTING STAFF TO DEVELOP AND PROCESS FOR ADOPTION AN ORDINANCE TO PROVIDE FOR CERTIFICATION OF COMPLIANCE OF AFFORDABLE HOUSING PROJECTS AND OTHER POTENTIAL LAND DEVELOPMENT REGULATIONS ADDRESSING AFFORDABLE HOUSING, MIXED-USE AND MULTI-FAMILY PROJECTS TO ADDRESS THE

IMPACTS OF CHAPTER 2023-17, LAWS OF FLORIDA, KNOWN AS THE LIVE LOCAL ACT.

(i) First Reading and Public Hearing – Ordinance 2023-022
Wastewater System Asset Management and Fiscal Sustainability
Plan (city attorney/city manager/public works director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CREATING CHAPTER 104 OF THE CODE OF ORDINANCES AND ADOPTING THE CITY OF FRUITLAND WASTEWATER SYSTEM ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN PREPARE BY FLORIDA RURAL WATER ASSOCIATION IN PARTNERSHIP WITH AND FDEP SRF; REPEALING CONFLICTING ORDINANCES: PROVIDING FOR CODIFICATION: PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

(j) First Reading and Public Hearing - Ordinance 2023-023 Redistricting Maps (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, CHANGING THE BOUNDARIES OF THE FIVE CITY COMMISSION DISTRICTS BASED ON POPULATION DATA REVIEWED AND PROVIDED BY LPG URBAN & REGIONAL PLANNERS, INC. AND INCLUSION OF PROPERTY ANNEXED INTO THE CITY OF FRUITLAND PARK SINCE THE ADOPTION OF THE CURRENT DISTRICT BOUNDARIES; ADOPTING A NEW EXHIBIT "A" MAP; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

(k) First Reading and Public Hearing - Ordinance 2023-020 Comprehensive Plan Amendment Building Heights Restriction (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK FUTURE LAND USE DESIGNATIONS APPLICABLE TO ALL PROPERTIES WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE

CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

- (1) First Reading and Public Hearing - Ordinance 2023-019 Land Development Regulations Amendment - Building Heights **Restriction** (city attorney/city manager/community development) AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 154 OF THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK ZONING DISTRICTS APPLICABLE ALL PROPERTIES WITHIN THE TO CITY FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE (The second reading will be held on DATE. January 11, 2024.)
- First Reading and Quasi-Judicial Public Hearing Ordinance (m) 2023-015 Annexation - 16.67 + Acres - East US Highway 441/27 and East of Register Road Griffin Preserve - Petitioner: Beryl N. **Stokes III** (city attorney/city manager/community development) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SECTION 171.044, SET FORTH IN **FLORIDA** STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 16.67  $\pm$ ACRES OF GENERALLY LOCATED EAST OF US HIGHWAY 441/27 AND EAST OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

(n) First Reading and Public Hearing - Ordinance 2023-016 SSCPA 16.67 + Acres - East US Highway 441/27 and East of Register Road Griffin Preserve - Petitioner: Beryl N. Stokes III (city attorney/city manager/community development)

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING SMALL-SCALE COMPREHENSIVE AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY REGIONAL OFFICE TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 16.67 +/- ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HWY 441/27 AND EAST OF REGISTER ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; **PROVIDING** FOR SEVERABILITY, CONFLICTS SCRIVENER'S AND ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH: PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

### QUASI-JUDICIAL PUBLIC HEARING

(o) First Reading and Quasi-Judicial Public Hearing – Ordinance 2023-017 Rezoning 16.67+ Acres Lake County Agricultural and Light Manufacturing to PUD – East US Highway 441/27 and East of Register Road – Petitioner: Beryl N. Stokes III (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 16.67 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) AND LIGHT MANUFACTURING (LM) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND EAST OF REGISTER ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND

SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

 (p) First Reading and Quasi-Judicial Public Hearing - Ordinance 2023-021 MDA 2<sup>nd</sup> Amendment - Mirror Lake Village PUD Phase II - Maximum Impervious Surface Ratio - Petitioner (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE MASTER DEVELOPMENT AGREEMENT CONDITIONS OF THE MIRROR LAKE VILLAGE PLANNED UNIT DEVELOPMENT (PUD) TO PROVIDE FOR A MAXIMUM IMPERVIOUS SURFACE RATIO; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SCRIVENER'S ERRORS; AND SETTING AN EFFECTIVE DATE. (The second reading will be held on January 11, 2024.)

(q) Quasi-Judicial Public Hearing - Resolution 2023-073 Variance Reinforced Concrete Pipe - South of Lake Ella Road and West of US 27/441 - Petitioner: Land Sanders Groves Land LLP (city attorney/city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE SUBDIVISION REGULATION REQUIREMENTS PERTAINING TO REINFORCED CONCRETE PIPE FOR USE UNDER ROADWAYS TO UTILIZE CORRUGATED POLYETHYLENE PIPE (HP), ON THE SUBJECT PROPERTY LOCATED SOUTH OF LAKE ELLA ROAD AND WEST OF US 27/441 AND OWNED BY LAKE SAUNDERS GROVES LAND, LLP, PROVIDING FOR AN EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

(r) Quasi-Judicial Public Hearing – Resolution 2023-074 Major Site Plan – Commercial Parcels – Petitioner: Evolve Fruitland Park LLC (city attorney /city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF 222 MULTI-FAMILY DWELLING UNITS, ASSOCIATED PARKING, STORMWATER, RECREATIONAL AMENITIES AND TWO COMMERCIAL PARCELS; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO

ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

### END OF QUASI-JUDICIAL PUBLIC HEARING

#### END OF PUBLIC HEARING

### 8. (a) City Manager

- i. Economic Development Status Update Report
- ii. Commercial Developments Permits Issued Status Update Report
- iii. City Manager Recruiting Firms' Proposals Status Update Report
- iv. Stormwater Retention Status Update Report
- v. Lake County America Rescue Plan Act Funds Status Update Report

### (b) City Attorney

- U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley)
- ii. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628
- iii. Code of Ordinances Codification
- iv. 0295 Builder, LLC v. City of Fruitland Park, et al, Lake County Case No. 2023-CA-2919

### 9. UNFINISHED BUSINESS

### 10. 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

December 14, 2023 Regular Agenda

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.

### 11. COMMISSIONERS' COMMENTS

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

#### 12. MAYOR'S COMMENTS

### 13. ADJOURNMENT

### DATES TO REMEMBER

- December 16, 2023, 11<sup>th</sup> Annual Wreaths Across America Ceremony, Shiloh Cemetery, Fruitland Park, Florida 34731 at 10:00 a.m.;
- December 21, 2023, City Commission regular at 6:00 p.m. Cancelled;
- December 25, 2023, City Hall Closed Christmas Day;
- December 26, 2023, City Hall closed (public holiday);
- January 1, 2024, City Hall Closed New Year's Day;
- January 11, 2024, City Commission regular at 6:00 p.m.
- January 15, 2024, City Hall Closed Dr. Martin Luther King Jr. Day;
- January 19, 2024, *St John's River Water Management District Update*, Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 noon, and
- January 25, 2024, City Commission regular at 6:00 p.m.;

For additional events, please visit Calendar | City of Fruitland Park Florida.

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

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

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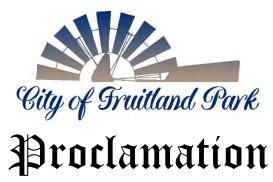
December 14, 2023 Regular Agenda

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:	Wreaths Across America - Proclamation
MEETING DATE:	Thursday, December 14, 2023
DATE SUBMITTED:	Tuesday, November 28, 2023
SUBMITTED BY:	city clerk
BRIEF NARRATIVE: December 16, 2023	Wreaths Across America proclamation – Saturday
FUNDS BUDGETED:	None
ATTACHMENTS:	Proclamation, invitation, and program
RECOMMENDATION:	
ACTION:	



**WHEREAS**, in 1992, the first 5,000 wreaths were donated by Morrill Worcester and Worcester Wreath Company; and

**WHEREAS**, Wreaths Across America™ (WAA) is a national nonprofit organization founded in 2007 to continue and expand the annual wreath-laying ceremony at Arlington National Cemetery with the mission to *Remember the fallen*. Honor those who serve. Teach the next generation the value of freedom.; and

**WHEREAS,** on March 9, 1967, the Town of Fruitland Park Council initially instituted a Memorial Day Program at Shiloh Cemetery honoring veterans and loved ones buried at Shiloh Cemetery; and

**WHEREAS,** in 2022, nearly 2.7 million remembrance wreaths were placed in total across the country at 3,702 participating locations, and

**WHEREAS,** 2023 marks the 11<sup>th</sup> annual ceremony at Shiloh cemetery and the 32<sup>nd</sup> year for Wreaths Across America events being held across our great country where hundreds of trucking companies and drivers help deliver the wreaths; and

**WHEREAS**, these events are made possible by the generous commitment in all fifty states of volunteers and those who donate for remembrance wreaths to be placed on veterans' graves for this nationwide observance; and

**WHEREAS,** John Gella Memorial Unit Post 219 Inc. and its American Legion "Family" Auxiliary, in the State of Florida will be continuing the tradition and recognizing its 11<sup>th</sup> annual Wreaths Across America Ceremony "remembrance wreath laying at Shiloh Cemetery in the City of Fruitland Park at 10:00 a.m. on Saturday, December 16, 2023; and

**WHEREAS**, all veterans' gravesites in Shiloh Cemetery will be adorned with red-bowed remembrance wreaths in a solemn tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history.

**NOW**, **THEREFORE BE IT RESOLVED THAT** I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the City of Fruitland Park Commission and citizens, do hereby declare Saturday, December 16, 2023 as the official **Wreaths Across America Day** in Fruitland Park in memory of our fallen heroes and in honor of our living veterans and commend the American Legion Family of 219 for sharing this patriotic tribute to America's veterans.

Dated this 14th day of December 2023	•
Chris Cheshire, Mayor	
Attest:	
Esther Coulson, City Clerk	



### 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

vane Rousseau

TO:

Mayor Chris Cheshire

FROM:

Diane Rousseau, WAA Chairman

DATE:

November 7, 2023

RE:

WREATHS ACROSS AMERICA – December 16, 2023

I saw that our request to hold a Wreaths Across America ceremony on December 16<sup>th</sup> at Shiloh Cemetery was on the City Commission Consent Agenda on October 12<sup>th</sup>. The American Legion Family of Post 219 thanks the Commission and the City for allowing us to again do this great community event!

Mayor Cheshire, the 219 Family would like you to be a <u>guest speaker</u> at the event. It is always an honor having our Mayor speak to the citizens who come to this community event. Please let me know if you will be able to do so. If you are not available and assign this to someone else, please let me know. ©

Also, I have enclosed a copy of the memo and invitation sent to the other Commissioners so you are aware of the same. December 16, 2023 marks the 32<sup>nd</sup> year for Wreaths Across America's "remembrance wreath laying" ceremonies held around the country and overseas and the 11<sup>th</sup> annual ceremony at Shiloh Cemetery. We can all be proud of this!

Also, please feel free to extend our invitation to attend to friends, family, and all. ©

If you have any questions and/or need more information, please contact me at flfrogs@aol.com or 352-360-0016 (home) or my cell 352-430-4714.

Thank you for your service to the City of Fruitland Park.





### 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

TO:

Commissioner Chris Bell

FROM:

Diane Rousseau, WAA Chairman

DATE:

November 7, 2023

RE:

WREATHS ACROSS AMERICA – December 16, 2023 at 10:00 a.m.

The American Legion Family of John Gella Memorial Post 219 cordially invites you to attend the upcoming Wreaths Across America ceremony being held on Saturday, December 16<sup>th</sup> at 10:00 a.m. at Shiloh Cemetery.

This year marks the 32<sup>nd</sup> year for Wreaths Across America's "remembrance wreath laying" ceremonies held around the country and overseas. The American Legion Family of Post 219 is coordinating the 11<sup>th</sup> annual event at Shiloh Cemetery and would be honored to have you in attendance.

Enclosed is an 'invitation' with more details. If you have any questions and/or need more information, please contact me at flfrogs@aol.com or 352-360-0016.

Thank you for allowing us to serve our community in this way. And Thank You for your service to the City of Fruitland Park.

dcr

enc.



# YOU ARE INVITED TO ATTEND WREATHS ACROSS AMERICA

December 16, 2023

10:00 a.m.

Shiloh Cemetery Shiloh Street, Fruitland Park, FL

The American Legion Family of John Gella Memorial Post 219 located at 194 West Fountain Street in Fruitland Park extends an invitation to you to take part in one of the largest wreath laying events in the country.

2023 marks the 32<sup>nd</sup> year for Wreaths Across America events. In 1992 the first 5,000 wreaths were donated by Morrill Worcester and Worcester Wreath Company. Nearly 2.7 million remembrance wreaths were placed in 2022. There were 3,702 participating locations all around the country, in all 50 states, where hundreds of trucking companies and drivers helped deliver the wreaths. On December 16<sup>th</sup>, we are continuing the tradition at Shiloh Cemetery.

Please come to Shiloh Cemetery at 10:00 a.m. on December 16<sup>th</sup> for the ceremony and help put wreaths on the veterans' graves.

"REMEMBER, HONOR, TEACH – DON'T SAY I SHOULD HAVE, SAY I DID!"

2023 Theme: SERVE AND SUCCEED



### Thank You



To the 134 veterans who served our country and are resting here in Shiloh Cemetery, you are not forgotten and today we thank you again for your service.

A BIG Thank You goes out to the City of Fruitland Park for their assistance in setting up for today's ceremony, to all individuals, families, organizations, and businesses that donated and/or purchased wreaths and made it possible to decorate the grave of every veteran here at Shiloh Cemetery with a beautiful Holiday Remembrance Wreath, to the dedicated volunteers who coordinated what needed to be done, and to those who attended today and assisted by placing a wreath on a veteran's grave.

In addition to the American Legion Family of Post 219, we are proud to have had the following participate in today's ceremony:

- \* Fruitland Park Mayor Chris Cheshire
- \* Lake-Sumter Chapter of the Sons of the American Revolution
- \* Dara Oliver, ALA Dept. of Florida Historian

Everyone working together made this great ceremony possible.

### The American Legion Family of John Gella Memorial Post 219

Legionnaires of Post 219
American Legion Auxiliary, Unit 219
Sons of the American Legion, Squadron 219
American Legion Riders, Chapter 219
194 West Fountain Street
Fruitland Park, FL
Phone: (352) 787-2338

WREATHS

across

AMERICA

Remembrance Wreath Laying
Shiloh Cemetery
Shiloh Street
Between College & Century Avenues
Fruitland Park, FL

10:00 a.m. December 16, 2023 (Saturday)

### FIND A WAY TO SERVE

Each year, millions of Americans come together to **REMEMBER** the fallen, **HONOR** those who serve and their families, and **TEACH** the next generation about the value of freedom through the Wreaths Across America ceremonies. This year marks the 32<sup>nd</sup> year for Wreaths Across America events.

This year's theme is "Serve and Succeed." The inspiration for this year's theme came while discussing the significance of 2022's theme, "Find a Way to Serve," and the need to continue to stress the importance of service and the positive ways it can impact lives. Wreaths Across America focused 2023 on veterans and military families who have found success through their service and volunteers from across the country and the success that comes from serving their communities.

Let us always remember words from Executive Director Worcester: "When we come together to place wreaths, there are people from the left and the right. It doesn't matter your faith or your politics. We are there as Americans. Our mission welcomes anyone to join us in remembering those who gave their lives for our freedom, including our freedom to be different from one another. And now, more than ever, we want to help people find common ground with one another by supporting our military and their families."

Welcome: Master of Ceremonies Diane Rousseau
Past State President, American Legion Auxiliary, State of Florida

### **Opening Ceremony:**

Honor Guard, American Legion Post 219 Lake-Sumter Chapter of the Sons of the American Revolution

National Anthem: Dara Oliver
Historian
American Legion Auxiliary, State of Florida

**Opening Prayer:** Tom Cruce, Chaplain
John Gella Memorial Post 219, American Legion

Pledge of Allegiance

The History of Wreaths Across America: Dara Oliver
Historian
American Legion Auxiliary, State of Florida

The Meaning of a Veteran's Wreath: Toni Stainbrook
President, Auxiliary Unit 219

\* Laying of Ceremonial Remembrance Wreaths \*

### **Guest Speaker:**

Mayor Chris Cheshire, City of Fruitland Park

**Benediction:** Tom Cruce, Chaplain John Gella Memorial Post 219, American Legion

**Three Volley Salute:** Honor Guard of Post 219

**Taps:** Honor Guard of Post 219

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

ITEM TITLE: Local Planning Agency (LPA) Meeting

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city clerk

**BRIEF NARRATIVE:** LPA Chapter 163, Florida Statutes.

FUNDS BUDGETED: No

**ATTACHMENT** 

**RECOMMENDATION:** As soon as practical, recess to the LPA meeting.

ACTION: None

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

ITEM TITLE: Community Redevelopment Agency (CRA)

Meeting

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city clerk

**BRIEF NARRATIVE:** CRA Chapter 163, Florida Statutes.

FUNDS BUDGETED: No

**ATTACHMENT** 

**RECOMMENDATION:** As soon as practical, recess to the CRA meeting.

ACTION: None

### CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 6a-b

ITEM TITLE:	Draft Meeting Minutes and Resolution 2023-076

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Tuesday, November 28, 2023

**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)
  November 9 regular and November 9, 2023 workshop meeting minutes.
- (b) Resolution 2023-076 Alternate Board Member J Klein (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE HUMAN RESOURCES DIRECTOR TO SERVE AS THE ALTERNATE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

FUNDS BUDGETED: None

**ATTACHMENTS:** Draft minutes and proposed resolution 2023-076

**RECOMMENDATION:** Approve the minutes, if there are no corrections,

as submitted and adopt Resolution 2023-076.

ACTION: Approval

### FRUITLAND PARK CITY COMMISSION REGULAR DRAFT MEETING MINUTES November 9, 2023

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, November 9, 2023, at 6:00 p.m.

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

**Members Absent:** Commissioner Chris Bell

Also Present: City Attorney Anita Geraci-Carver; City Treasurer Gary Bachmann; Police Chief Erik Luce; Public Works Director Robb Dicus; Human Resources Director Betty McHale; Michael "Mike" Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city); Lieutenant Chris Albert and Firefighter/Emergency Medical Technician Cole Latta, Lake County Fire Rescue, and City Clerk Esther B. Coulson.

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

After Mayor Cheshire called the meeting to order and Pastor Seth Mulford, Grace Bible Baptist Church, gave the invocation, Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:00:20 p.m. No action was taken.

### 2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present, announced the absence of Commissioner Bell, and recognized the change to item 6. (b), the revised city attorney report on this evening's agenda; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:01:33 p.m. and 6:03:35 p.m. Upon Mayor Cheshire's recommendation, and by unanimous consent, the city commission excused the absence of Commissioner Chris Bell from this evening's meeting and accepted the previously cited change to the agenda.

### 3. ELECTION OF OFFICERS

### (a) Mayor

Mayor Cheshire recognized that the annual election for the position of mayor to be in order at this time and called for nominations for the mayor.

ACTION: 6:01:54 p.m. Commissioner Mobilian placed in the nomination the name of Chris Cheshire as mayor for 2023-2024. The nomination was seconded by Commissioner Gunter.

There being no further names placed for nomination and by unanimous consent, it was declared closed.

Mayor Cheshire called for a roll call vote to appoint Chris Cheshire as mayor for 2023-024 and declared it carried unanimously carried.

### (b) Vice Mayor

Mayor Cheshire recognized that the annual election for the position of vice mayor to be in order at this time and called for nominations for the vice mayor.

ACTION: 6:03:02 p.m. Commissioner Mobilian placed in the nomination the name of Patrick DeGrave as vice mayor for 2023-2024. The nomination was seconded by Commissioner Gunter.

There being no further names placed for nomination and by unanimous consent, it was declared closed.

Mayor Cheshire called for a roll call vote to appoint Patrick DeGrave as vice mayor for 2023-2024 and declared it carried unanimously carried.

### 4. CONSENT AGENDA

The city commission considered its action to approve the following consent agenda item:

### **Approval of Minutes**

October 26, 2023 regular meeting minutes.

ACTION: 6:03:39 p.m. On motion of Vice Mayor DeGrave, seconded by Commissioner Gunter and unanimously carried, the city commission approved the consent agenda as previously cited.

### 5. REGULAR AGENDA

(a) Resolution 2023-072 16" Watermain Connection - Engineering-Surveying Services Revised Proposal Agreement

Ms. Geraci-Carver read into the record the title of Resolution 2023-072, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING REVISED PROPOSAL/AGREEMENT FOR 16-INCH WATER MAIN CONNECTION DATED OCTOBER 19, 2023 FROM HALFF IN AMOUNT NOT EXCEED AN TO \$56,277.50 FOR **ENGINEERING** AND **SURVEYING** SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:03:55 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2023-072 as previously cited.

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

### (b) 2024 City Commission Meeting Schedule

The city commission considered its action to approve the proposed 2024 city commission meeting schedule.

Mr. La Venia addressed the proposed FY 2024-25 budget workshops dates for Monday, August 5 and Tuesday August 6 or the fallback dates of Monday, July 29 and Tuesday, July 30, 2024.

ACTION: 6:06:36 p.m. On motion of Vice Mayor DeGrave, seconded by Commissioner Gunter and unanimously carried, the city commission approved the 2024 city commission meeting schedule as submitted.

### 6. (a) City Manager

### i. Economic Development Status Update

Mr. La Venia did not address the status on economic development.

ACTION: 6:08:12 p.m. No action was taken.

### ii. Commercial Developments Permits Issued Status Update

Mr. La Venia did not give the status of commercial development permits issued.

ACTION: 6:08:12 p.m. No action was taken.

### iii. City Manager Recruiting Firms' Proposals

After Mr. La Venia referred to three out of four city manager recruiting firms' proposals, he addressed the plan to start the process at the end of March or the beginning of April 2024 and compared the costs involved. (Copies of the proposals are filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:08:12 p.m. No action was taken.

### (b) City Attorney

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

Ms. Geraci-Carver had nothing to report on the U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845.

ACTION: 6:11:49 p.m. No action was taken.

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

Ms. Geraci-Craver had nothing to report on the Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-A-1628.

ACTION: 6:11:49 p.m. No action was taken.

### iii. Code of Ordinances – Codification

Ms. Geraci-Carver had nothing to report on the code of ordinances codification.

ACTION: 6:11:49 p.m. No action was taken.

### iv. 0295 Builder, LLC v. City of Fruitland Park, et al, Lake County Case No. 2023-CA-2919

Ms. Geraci-Carver referred to the new 0295 Builder LLC lawsuit recently served to the city regarding the quiet title to the tax deed sale of a property located on 1308 Depot Lane, Leesburg which was purchased. She indicated as a result of a new code enforcement order placed on the property, owned (at the time of recording) by Ms. Penelope Dixon at 204 College Avenue, Fruitland Park, the property was purchased at the tax deed sale and attempts are being made to obtain and clear the quiet title.

Ms. Geraci-Carver referred to the defendant City of Fruitland Park Florida's Answer to Plaintiff's Complaint filed by Mr. "Don" Donovan A. Roper Esq., Roper and Roper (insurance company retained by the city) who will be withdrawing same. (A copy of said document is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:11:49 p.m. No action was taken.

#### 7. UNFINISHED BUSINESS

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

ACTION: 6:12:43 p.m. No action was taken.

### 8. PUBLIC COMMENTS

No one from the public appeared before the city commission at this time.

ACTION: 6:12:47 p.m. No action was taken.

### 9. COMMISSIONERS' COMMENTS

### (a) Commissioner Mobilian

Commissioner Mobilian announced that he will be away and intends to participate through teleconferencing.

ACTION: 6:13:07 p.m. No action was taken.

### (b) Commissioner Bell

Commissioner Bell was absent from this evening's meeting.

ACTION: 6:13:30 p.m. No action was taken.

### (c) Commissioner Gunter

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

ACTION: 6:13:30 p.m. No action was taken.

### (d) Vice Mayor DeGrave

Vice Mayor DeGrave had nothing to report at this evening's meeting.

ACTION: 6:13:32 p.m. No action was taken.

#### 10. MAYOR'S COMMENTS

### **Dates to Remember**

Mayor Cheshire announced the following dates:

- November 10, 2023, *Florida League of Cities' Priorities* Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at noon;
- November 10, 2023, Veterans' Day City Hall Closed in observance of Veterans Day;
- November 11, 2023, American Legion Post 219 Veterans' Day Service Outside City Hall at 11:00 a.m.;
- November 13, 2023, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- November 14, 2023, Fruitland Park Elementary School *Groundbreaking Ceremony*, Olive Avenue and Urick Street, Fruitland Park, Florida 34731 at 2:00 p.m.;
- November 15, 2023, Employee Thanksgiving Lunch, 205 West Berckman Street, Fruitland Park, Florida 34731 at 12:00 p.m.;
- November 23, 2023, Thanksgiving Day, City Hall Closed;
- November 23, 2023, City Commission Regular Meeting Cancelled
- November 24, 2023, Day After Thanksgiving Day, City Hall Closed;
- December 1, 2023, Employee Christmas Party 205 West Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- December 8, 2023, Hometown Christmas Outside City Hall at 5:30 p.m.;

November 9, 2023, regular

- December 6, 2023, Lake County Educational (Annual School) Concurrency Review Committee Meeting, Lake County School District, Board Room, 201 West Burleigh Boulevard, Florida 32778 at 10:00 a.m.;
- December 6, 2023, Lake~Sumter Metropolitan Planning Organization Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- December 14, 2023, Heritage Community Church Christmas Luncheon, 509 West Berckman Street, Fruitland Park, Florida 34731 at 11:30 a.m.;
- December 14, 2023, City Commission Regular Meeting at 6:00 p.m.;
- December 16, 2023, 11<sup>th</sup> Annual Wreaths Across America Ceremony, Shiloh Cemetery, Fruitland Park, Florida 34731 at 12:00 p.m.;
- December 21, 2023, City Commission regular at 6:00 p.m. Cancelled;
- December 25, 2023, City Hall Closed Christmas Day;
- December 26, 2023. City Hall closed (public holiday), and
- January 1, 2024, City Hall closed New Year's Day

ACTION: 6:13:35 p.m. No action was taken.

### 11. ADJOURNMENT

The meeting adjourned at 6:140 p.m.

The minutes were approved at the December 14, 2023, regular meeting.

Signed	Signed
Esther B. Coulson, City Clerk, MMC	Chris Cheshire, Mayor

### FRUITLAND PARK CITY COMMISSION WORKSHOP DRAFT MEETING MINUTES November 9, 2023

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, November 9, 2023, after the conclusion of the regular meeting at 6:00 p.m.

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

Members Absent: Commissioner Chris Bell

**Also Present:** City Attorney Anita Geraci-Carver; City Treasurer Gary Bachmann; Police Chief Erik Luce; Public Works Director Robb Dicus; Human Resources Director Betty McHale; Michael "Mike" Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city), and City Clerk Esther B. Coulson.

### 1. CALL TO ORDER

Mayor Cheshire called the meeting to order at 6:18 p.m.

### 2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present.

### 3. (a) Proposed Redistricting Map

Mr. Rankin reviewed the proposed redistricting map.

### (b) Proposed Comprehensive Plan Status Update Report

Mr. Rankin referred to LPG Urban & Regional Planners Inc.'s proposal for professional consulting services he submitted prior to this evening's meeting requesting a rewrite of the comprehensive plan; a copy of which is filed with the supplemental papers to the minutes of this meeting. Said plan would address the following elements, the costs to implement same and the timeline:

- future land use
- transportation,
- housing
- recreation and open space
- conservation
- intergovernmental coordination
- capital improvements, and
- public facilities

Later in the meeting, Vice Mayor DeGrave suggested identifying in the proposed comprehensive plan, the zoning designation for the public works site as municipal and the school district property as institutional and do not do anything with them.

Further into the meeting and after some discussion, the city commission, by unanimous consent, agreed with the mayor's suggestion to direct staff to place on the December 14, 2023 agenda for consideration LPG Urban Regional Planners Inc.'s proposal for the comprehensive plan. Additionally, the city commission agreed for staff to report back on the city commission's directives:

- on charettes (with feedback from the local business community and area residents);
- the conduct of workshops in this regard (December 8, 2022 CRA workshop);
- the landscape and buffer provisions and terms in the master development agreements October 13, November 10, 2022 CRA workshop;
- stormwater retention, and
- conditional use permits.

### (c) Land Development Regulations Provisions

After Ms. Geraci-Carver concurred with Mr. La Venia's statements that the land development regulation (LDR) amendments ought to be considered before the Planning and Zoning Board and subsequently by the city commission, he requested a time limit pertaining to the following issues:

### - Master Development Agreements

In response to Mr. La Venia's request, Ms. Geraci-Carver recognized the Master Development Agreement (MDA) is attached to the planned unit development (PUD) which she has observed to be up to five years to start construction.

Later in the meeting, Vice Mayor DeGrave suggested placing stringent restrictions on MDAs with a term of two to three years, Ms. Geraci-Carver addressed the need to change the land development code (LDC) noting that the MDAs already in effect cannot be changed.

### - Conditional Use Permits – Terms

Later in the meeting, after Vice Mayor DeGrave suggested placing stringent restrictions on conditional use permits (CUP) with a term of six to eight months, Ms. Geraci-Carver addressed the need to change the LDC noting that the CUPs already in effect cannot be changed; thus, typically with implementation within a year, the CUP requested ought to be in place and acted upon (achieving a certificate of occupancy); language could be incorporated to allow more time which is restrictive giving just cause; otherwise, it ceases to exist.

### - Sidewalk Installation and Maintenance

Sidewalk installation and maintenance was not addressed at this time.

### - Open Storage Mechanical Repairs and Code Enforcement

Open storage mechanical repairs and code enforcement was not addressed at this time.

### Planned Unit Development and Zoning Process

Ms. Geraci-Carver described the form-based code; the elimination of the PUD zoning, and the benefits of retaining same.

### - Building Heights Restriction (Maximum Height Guidelines)

The building heights restriction (maximum height guidelines) is anticipated to be considered at the December 14, 2023 regular meeting.

### - Distance Requirements

Distance requirements can be implemented immediately.

### - Stormwater Retention

Stormwater retention needs to be completed immediately and ought to be considered at the December 14, 2023 regular meeting.

### (d) Micro Racetrack Road Corridor Improvements Vision Session

With respect to design overlay not in the city limits, Mr. Rankin referred to the reviewed the proposed map.

Later in the meeting and in response to Commissioner Gunter's reference to the November 10, 2022 Community Redevelopment Agency's (CRA's) workshop discussions on Micro Racetrack Road corridor as an uptown section, Mr. Rankin addressed the city commission's position noting the possibility of mixed-use development (residential and commercial) along said corridor.

After Mayor Cheshire referred to some portion of said corridor to be not within the city limits, Mr. Rankin recognized some property owners seeking as the city builds its infrastructure and potential developments desiring to be annexed into the city.

### (e) Public Works Department Site

Later in the meeting, Mr. La Venia anticipated the completion of the new public works department building to be mid-January 2024.

Mr. La Venia relayed the Lake County Fire Rescue Department's position to relocate to the existing public works site during the construction of the new public safety building and outlined the placement of the fire rescue vehicles (fire trucks and ambulances); provision of a new recreational vehicle to serve as sleeping quarters for the fire rescue personnel (ambulances stationed during daytime hours at the Spring Lake Road site and for nighttime hours at the Whitney Road, City of Leesburg site), and the plans to break ground on May 2024 with the expectancy of a 10-month build.

After Mr. La Venia questioned the city's concept, once the public works' site is vacant by the end of FY 2025-26, Mayor Cheshire recalled previous CRA discussions on the need for potential overflow parking (including the acquisition of an adjoining property) for city-related events especially those held at the community center; previous conversations with Parks and Recreation Director Michelle Yoder about parking for city vehicles/commercial equipment, and recent talks with Mr. La Venia regarding the potential use for cemetery columbarium with a reserved area for stormwater retention.

Vice Mayor DeGrave recollected the direction given at the March 25, 2021 CRA meeting to contact the Urban Land Institute Central Florida Chapter to review segments within the CRA (which included Dixie Avenue and Berckman Street) and acknowledged previous remarks on what the public works site could be used for. He addressed the need for the Fruitland Park Elementary School site to be harmonious as they relate to the proposed commercial with residential uses on the rear along the CR 466A corridor; involve Mr. Rankin on development of mapping identifying vacant properties with color-codes and permitted uses.

Commissioner Gunter suggested pursuing the purchase of lands south of Veteran's Memorial Park, extending the Northwest Lake Community Park Cales Memorial Athletic Complex Multipurpose Soccer Field for Shiloh Cemetery, and the need for parking for events at the current public \works site on Fountain Street.

### (f) Fruitland Park Elementary School Site

The city commission discussed the vision for the Fruitland Park Elementary School site on CR 466A (under item 3.(e), Public Works Department Site).

After much discussion, Mr. La Venia addressed the school district's future plans for the use of the current elementary school site after it is vacated; the transition of students to said site temporarily due to the renovation and upgrade of Beverly Shores Elementary School in Leesburg to be solely managed by its school faculty staff, and the district's long-term plans for the site once reconstruction is complete.

Mr. La Venia suggested posing the question at the December 6, 2023 School Concurrency meeting on the district's future plans for the portable classroom trailers at the subject site.

### 4. OTHER BUSINESS

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

### 5. ADJOURNMENT

The meeting adjourned at 7:19 p.m.

The minutes were approved at the December 14, 2023, regular meeting.

Signed	Signed		
Esther B. Coulson, City Clerk, MMC	Chris Cheshire, Mayor		

#### **RESOLUTION 2023-076**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE HUMAN RESOURCES DIRECTOR TO SERVE AS THE ALTERNATE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has entered into an agreement with Public Risk Management of Florida for the provision of insurance coverage consistent with the proposal and findings entitled Risk Management Review and Property and Casualty Insurance Coverage submitted by Public Risk Management of Florida for the effective period of October 1, 2023 to October 1, 2024; and

**WHEREAS**, in Resolution 2021-020, the City Commission of the City of Fruitland Park appointed Jabari Hopkins, Human Resources Director, to serve as the alternate; and

**WHEREAS**, in Resolution 2022-015, the City Commission of the City of Fruitland Park appointed Betty L. McHale, Human Resources Director, to serve as the alternate; and

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

- 1. Gary La Venia, City Manager, shall continue to serve as the City of Fruitland Park's representative on the Board of Directors of Public Risk Management of Florida, and John Klein, Human Resources Director, is appointed to serve as the alternate.
- 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 14<sup>th</sup> day of December 2023, 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			

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

ITEM TITLE: Resolution 2023-065 Records and Archives

Management Plan Onsite Consulting Services -

SML Inc.

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Thursday, October 12, 2023

**SUBMITTED BY:** city attorney/city manager/city clerk

BRIEF NARRATIVE: Resolution 2023-065 Records and Archives Management Plan Onsite Consulting Services – SML Inc. (Postponed from the October 12 and 26, 2023 meetings.)

The current contract adopted in 2022 provided for one year of services and two one-year renewals; the scope of services for 15 days of consulting services for FY 2023-24 would begin in January 2024, and the rate remains the same for \$30,000.

At the September 28, 2023 regular meeting, the consultant reported on the focus on electronic content management of records and the clean-up of network drives.

**FUNDS BUDGETED:** \$45,000 (01512-30340)

**ATTACHMENTS:** Proposed resolution and scope of services.

**RECOMMENDATION:** Approval not to exceed \$30,000

ACTION: Adopt Resolution 2023-065

### **RESOLUTION 2023-065**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SML, INC. & CITY OF FRUITLAND PARK CONTRACT FOR RECORDS & ARCHIVE MANAGEMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is empowered pursuant to §166.021, *Florida Statutes*, to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City of Fruitland Park sought qualified persons or firms to provide services in connection with records and archive management services; and

**WHEREAS,** the City of Fruitland Park entered into the Professional Services Agreement between SML, Inc. and the City of Fruitland Park dated January 13, 2022 to perform services in connection with records and archive management, and the Agreement provides the option to renew for two additional one-year terms and

**WHEREAS**, the City Commission of the City of Fruitland desires to renew the Agreement for an additional year, through January 13, 2024, for records management services which services are an authorized municipal purpose.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Professional Services Agreement between SML, Inc. and the City of Fruitland Park is renewed for one additional, one-year term ending January 13, 2024 unless otherwise extended.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this	day of	, by the City Commission of the C	ity
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 DeGrave	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form:				
Anita Geraci-Carver, City A	ttorney			

# **Records Management Consulting Services**

City of Fruitland Park, Florida

Proposal and Statement of Qualifications

November 27, 2023

### Matt Daugherty, CRM Executive Vice President

Post Office Box 484, Vero Beach, Florida 32961 813.528.2705 <u>mattdaugherty@msn.com</u> www.smlinfo.net



#### November 27, 2023

Esther Coulson, City Clerk, MMC City of Fruitland Park 506 West Berckman Street Fruitland Park, FL 34731 ecoulson@fruitlandpark.org

Ms. Coulson,

It has been a real pleasure to work with you over the past year. I appreciate your continued dedication to improving your records management program and I'm thankful for your interest in our services. This document serves to clarify the scope of services and the fee for **Records Management Consulting Services** to continue assisting the City of Fruitland Park (CITY) in implementing improvements to and maintaining your Records Management Program.

**Section 257.36, Florida Statute** mandates every public agency to establish and maintain a records management program to ensure the economical and efficient management of agency information. To meet this mandate, a records program must be formalized and administered with key components established in writing. All decision-making affecting the management of information, either directly or indirectly (e.g. policy/procedure development, technology implementation, etc.) should consider the agency's Records Management Program standards and goals.

#### **RECORDS MANAGEMENT PROGRAM GOALS**

To ensure economic and efficient management of information, a records program must be formalized and administered with specific goals, key components, and management strategies established in writing. All decision-making effecting the management of information, either directly or indirectly (e.g. policy/procedure development, technology implementation, etc.) must consider the City's Records Management Program goals as outlined below.

#### I. ACCESS

- a. <u>Internal</u> management access to both active and inactive records in an accurate and timely fashion to facilitate government processes.
- b. <u>External</u> management access to both active and inactive records in an accurate and timely fashion to facilitate public records request.

#### **II. RETENTION**

a. Retention of records in accordance with all local, state and federal requirements.

#### III. DISPOSITION

- a. Timely destruction of records at the end of their retention period in a secure manner.
- b. Disposition documentation pursuant to state requirements.

#### IV. PRESERVATION

- a. Protection of all records from physical calamity and decay.
  - i. Provision for disaster recovery, vital records protection
- b. Conversion of long-term retention records to an appropriate preservation device.
- c. Storage of all records under secure conditions, preventing unauthorized access by both employees and third parties.

#### FY 2024 RECORDS PROJECTS & SERVICES

#### I. Electronic Records Review:

- Pursuant to Florida's Public Records Laws, all Public Records, regardless
  of format, must be open to inspection during reasonable times and under
  reasonable conditions, to any person for any reason, unless specifically
  exempted by law.
- To protect the access provisions of the law, the city must manage all public records in an organized fashion, through the proper categorization of information.
- As required by Rule 1B-24, Florida Administrative Code and as recommended in the City's Records Management Plan, digital records should be categorized according to Florida Department of State "Records Series Titles".
- Categorization of data according to Florida Department of State "Records Series Titles" allows for life cycle management including the proper application of state retention requirements, regular disposition of eligible records, and continued preservation of records with long-term and/or historical value.

To address the above, <u>SML</u>, <u>Inc.</u>, <u>will review electronic records located on the City Clerk's network drive</u> which includes a vast number of city records spanning multiple years. Barring any unforeseen issues, <u>consultant will complete this review as described and will strive to review additional electronic records in other locations identified by the City Clerk as requiring organization/categorization.</u>

## Consultant will parse data into the following categories and process as described:

<u>Category One</u>: Digital records eligible for disposal based on Florida Department of State Records Retention Schedules.

- Consultant will prepare eligible digital data for deletion by relocating data to a folder marked "Dispose" for final review, approval, and deletion by the City Clerk.
- Consultant will create required disposition documentation for all eligible digital data pursuant to Rule 1B-24, Florida Administrative Code. Disposition documentation must be maintained in perpetuity by the City for any disposal of public records, regardless of format.

<u>Category Two</u>: Records with sufficient retention or historical significance to justify migration to the city's electronic content management system.

- Consultant will identify digital data with long-term retention value (more than ten years).
- Consultant will identify digital data with historical value.
- Consultant will prepare the city's electronic content management system
   (Laserfiche) for the migration of applicable categorized data. This
   includes the establishment of an appropriate filing structure with required
   system fields and templates.
- <u>Consultant will migrate applicable categorized data</u> into the electronic content management system (Laserfiche).

#### **II. Records Storage Room Review & Maintenance:**

<u>SML</u>, <u>Inc.</u>, <u>will conduct the required annual review</u> of the City Clerk Records Storage Room and perform the following services:

• Consultant will identify records now eligible (as of current fiscal year) for disposal based on Florida Department of State Records Retention Schedules.

- Consultant will create required disposition documentation for all eligible records pursuant to Rule 1B-24, Florida Administrative Code. Disposition documentation must be maintained in perpetuity by the City for any disposal of public records, regardless of format.
- Consultant will work with the City Clerk to arrange for shredding of eligible records.
- Consultant will inventory any additional records requiring storage (as identified by the City Clerk) into the city's "Records Storage Box Index" to include all applicable data for proper categorization and future access pursuant to recommendations in the City's Records Management Plan.

#### **III. Annual Records Management Training:**

 Consultant will conduct a formal annual records management training/presentation for city staff to be scheduled and organized by the City Clerk.

#### IV. Annual Records Program Review and Project Planning.:

- As recommended by the City's Records Management Plan, <u>SML</u>, <u>Inc.</u>, <u>will meet</u> <u>with the City Clerk to review records program status</u>.
- Consultant will assist the Clerk in planning for future records projects as outlined in the City's Records Management Plan including, but not limited to:
  - 1. Policy/Procedure Development
  - 2. Digital imaging planning
  - 3. Department level assistance
  - 4. See attached "Implementation Guide" from the City Records Management Plan dated June 2022, which includes consultant recommendations and requirements. Consultant recommends utilizing the Implementation Guide included in the Records Plan to gauge program status in order to plan and budget for record management projects.

#### RECORDS MANAGEMENT CONSULTING SERVICES

SML, Inc., consulting services includes technical assistance with records management projects related to the City's Records Management Program and the City's Records Management Plan delivered in 2022. Policy and Procedure development

The fee for Records Management Consulting Services is \$2,000.00 per business day (not to exceed eight hours) billed per visit. This sum includes any and all related travel costs. As discussed, the city would like to procure 15 days for the fiscal year 2024. Total billing for 15 days of service at the above rate is \$30,000.00. Additional days may be procured at the above rate necessary (providing for consultant scheduling availability) to achieve records management program project goals.

#### PROFESSIONAL EXPERIENCE

SML, Inc., continues to consult with agencies around the state. This includes the City of Clermont where we have **disposed of 12,932.86 cubic feet of paper records and 240.70 GB of digital data to date.** We maintain annual consulting services as proposed for a number of agencies including the Central Florida Expressway Authority, City of Coconut Creek, the City of Margate, and the City of Gulfport.

Numerous references are available upon request. I have **over twenty-one years of professional experience** managing Florida Public Records. I am a **Certified Records Manager (CRM)** through the Institute of Certified Records Managers (ICRM). Immediately prior to my position with SML, Inc, I served as **Records Analyst in the Records and Information Management Program of the Florida Department of State, <b>State Library and Archives** providing records management technical assistance to all levels of Public Agencies; developing statewide policies and procedures; assisting in the operation of the State Records Center and conducting regional seminars on Public Records Law and Public Records Management. I hold a **Master of Arts** degree in Public History/Historical Administration from Florida State University with a concentration in Historic Records and Archives Management.

Consultants at SML, Inc., bring **over forty years of professional experience** working with nearly every type and size of agency. We provide innovative and comprehensive records and information management consulting services to government agencies and the private sector including Comprehensive Records and Information Management Planning; Records Retention Services; Disposition Services; Email Management; Training; Policy and Procedure Development; Facilities Management; Records Storage; a full range of Imaging Services and Compliance Monitoring. Additionally, we regularly conduct 12-hour seminars for CEU's at FSU, USF, and FAU on Public Records Law and Public Records Management. These seminars are certified for credit by the IIMC for the Certified Municipal Clerk and Master Municipal Clerk program and ongoing education. We also conduct public records courses as part of the Florida Department of Revenue College for Tax Collectors and Property Appraisers and the Florida Association of Code Enforcement certification program.

	Sincerely, LMDauster	ALZ	
	Matt Daug	Û	

#### List of Recent Florida Clients:

<u>Municipalities</u>

City of Clermont

City of Coconut Creek

City of Coral Springs

City of DeBary

City of Doral

City of Eagle Lake

City of Fruitland Park

City of Groveland

City of Gulfport

City of Jacksonville Beach

Town of Lady Lake

City of Madeira Beach

City of Margate

City of North Lauderdale

City of Plant City

City of Seminole

City of South Daytona

**Counties** 

Bay Co. Board of County Commission

Clay County Utility Authority Collier Co. School Board

State Agencies/Universities

Florida Atlantic University

Florida State University

University of South Florida

<u>Other</u>

Central Florida Expressway Authority

Constangy, Brooks, Smith & Prophete

Florida Association of City Clerks

Florida Association of Code

Enforcement

Florida Government Finance Officers

Association

Florida Tax Collectors Association

#### **IMPLEMENTATION STEPS**

The City's Records Management Program requires continual monitoring to ensure continuing legal compliance, economy and efficiency. In the City of Fruitland Park, the City Clerk is tasked with administering the city-wide Records Program. This is a highly responsible and vital position in the organizational structure necessary to effectively manage city records. However, successful program administration and implementation of key provisions are driven by the motivation and support of management.

Managing records and information efficiently and economically requires implementation of very specific activities (i.e. steps). Steps must be implemented in stages and monitored continually. Some steps are comprised of a multitude of increments, spread across months. The speed and thoroughness of implementation is therefore, driven by the motivation of management, together with staffing and resources. The following is offered as a guide to implementing a records management program, or improving one, in terms of steps. Clarification of each step can be found throughout this document with the specific section indicated by a tab number.

- 1. Management support for records program analysis, improvement proposals, and formalization. [Complete Ongoing]
- 2. Develop comprehensive Records Management Plan. [Complete June 2022]
- 3. Designate a Records Management Liaison Officer (RMLO) in writing to the Florida Department of State. [Tab 1] [Complete]
  - A. Combine City of Fruitland Park Community Redevelopment Agency Compliance reporting and RMLO designation with the City's. [Tab 4] [Incomplete]
- 4. Formally select Record Coordinators and back-ups for each unit throughout the agency. [Tab 1] [Incomplete]
  - A. Establish regular meetings with records coordinators. [Incomplete]
- 5. Post Notice of Records Custodian (See 119.12(2), F.S.) [Tab 1]
  - A. Public Space [Complete]
  - B. Website [Complete]
- 6. Discuss finalizing applicable policies and procedures. [Tab 11]
  - A. Records Management Policy [Incomplete]
  - B. Records Management Handbook [Incomplete]

- C. Archives Collection Development Policy [Incomplete]
- D. Other [TBD]
- 7. Discuss Records Filing Fee. [Tab 1 & 28] [Incomplete]
- 8. Establish and Conduct Annual Records Program Review and Project Planning. [Tab 1 & 27] [Complete Ongoing]
- 9. Conduct city-wide records training. [Tab 1 & 27] [Complete Ongoing]
  - A. Establish annual or biennial city-wide records training and or new employee records training. [Complete Ongoing]
- 10. Prepare city-wide Disposition List/Record Series Inventory for current fiscal year. [Tab 4 & 26] [Incomplete]
- 11. Adopt a formal destruction program for the annual disposal of eligible, approved records. [Tab 4 & 26]
  - A. Adopt Disposal Procedure [Tab 11] [Incomplete]
  - **B.** Paper Disposal
    - i. Storage Room [Complete Ongoing]
    - ii. Offices [Complete Ongoing]
  - C. Digital Disposal [Incomplete]
    - i. Electronic Communication/Email [Tab 6] [Incomplete]
    - ii. Network Drives [Incomplete]
    - iii. Software Programs [Incomplete]
  - D. Identify and Transfer Historical Records to City Archives [Tab 6 & 11] [Incomplete]
- 12. Conduct <u>Rule 1B-26.003</u>, <u>F.A.C.</u>, compliance review for electronic recordkeeping systems. [Tab 5] [Incomplete]
- 13. Set up Enterprise Content Management System (*Laserfiche*) to receive applicable records [Tab 5] [Incomplete]
- 14. Identify permanent records for preservation (conversion to *Laserfiche*) and schedule conversion. [Tab 5] [In-Process]
- 15. Identify any Non-Permanent records for conversion to electronic images and storage in *Laserfiche* and schedule conversion [Tab 5] [Incomplete]

- A. Document and dispose of records once converted to *Laserfiche*. [Tab 4, 5, & 26] [Incomplete]
- 16. Implement file code system for active records. [Tab 6]
  - A. Paper records [Incomplete]
  - B. Digital records [Incomplete]
    - i. Network Drives
- 17. Adopt and implement a formal process for vital records protection [Tab 5] [In-Process]

18.	Other			

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

ITEM TITLE: Resolution 2023-075 Petition to the Lake County Board of

**County Commissioners – LCSO Dispatch Services** 

MEETING DATE:Thursday, December 14, 2023DATE SUBMITTED:Tuesday, November 21, 2023

**SUBMITTED BY:** city attorney

BRIEF NARRATIVE: Resolution 2023-075 Petition to the Lake County Board of

County Commissioners - LCSO Dispatch Services - The City Commission was presented with a contract from Sheriff Grinnell requiring payment from the City in exchange for dispatch services. The Board of County Commissioners of Lake County, Florida, funds the Sheriff's law enforcement dispatch service from the county's general fund. The primary funding source for the county's general fund is the levy by the Board of County Commissioners of ad valorem taxes countywide. The taxpayers of all Lake County, including taxpayers within the City of Fruitland Park, as well as within and outside all other cities and towns in Lake County, pay county property taxes. The property taxes are deposited into the county's general fund and used in part to finance the Sheriff's law enforcement dispatch service. The Sheriff is not requiring any agreement with Lake County as it is requiring from the City of Fruitland Park, and other cities and towns in exchange for dispatch services. The Sheriff is also not imposing a per-capita charge on the Board of County Commissioners or the residents and taxpayers of the unincorporated areas of Lake County. Therefore, if the Sheriff terminates dispatch services to the City of Fruitland Park or other cities and towns because they decline to enter into the Sheriff's agreement and pay an additional fee for such services, then no real and substantial benefit from the dispatch service will accrue to the property or residents of those cities and towns. Under that circumstance, subsection 125.01(7) of Florida Statutes will prohibit the Board of County Commissioners and the Sheriff from using the revenues from the countywide levy of property taxes to fund the dispatch service.

The attached resolution advises the Board of County Commissioners of Lake County, Florida of the statutory violation in the event the Sheriff terminates dispatching services to cities and towns who decline to enter into the agreement. The resolution also petitions the Board of County Commissioners to develop an appropriate mechanism to finance the Sheriff's dispatch service.

If approved the resolution will be sent with similar resolutions adopted by other cities and towns governing bodies in the same position as Fruitland Park.

Also attached is a letter addressed to the Board of County Commissioners of Lake County and Sheriff Grinnell to be signed by all mayors of each jurisdiction adopting the resolution, and enclosing a copy of each jurisdictions' resolution.

FUNDS BUDGETED: None

**ATTACHMENTS:** Letter to Lake County Commissioners and Sheriff and each

jurisdictions' resolutions

mayor to execute the letter to the Board of County Commissioners of Lake County, Florida and Sheriff Grinnell

Adopt or deny Resolution 2023-075 and authorize the **ACTION:** 

mayor to execute the letter to the Board of County Commissioners of Lake County, Florida and Sheriff

Grinnell.

#### **RESOLUTION 2023-075**

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PETITIONING THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA TO DEVELOP AN APPROPRIATE MECHANISM TO FINANCE THE LAKE COUNTY SHERIFF'S DISPATCH SERVICES THAT DOES NOT VIOLATE SECTION 125.01(7), FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.
- **WHEREAS,** in Lake County, Florida, the Honorable Peyton C. Grinnell, Sheriff of Lake County, operates and provides the service of law enforcement dispatch; and
- **WHEREAS,** the Board of County Commissioners of Lake County, Florida, funds the Sheriff's law enforcement dispatch service from the county's general fund; and
- **WHEREAS,** the primary funding source for the county's general fund is the levy by the Board of County Commissioners of ad valorem taxes countywide; and
- WHEREAS, the taxpayers of all Lake County, both within and outside of its cities and towns, pay county property taxes, the revenues of which are deposited into the county's general fund and used in part to finance the Sheriff's law enforcement dispatch service; and
- WHEREAS, Sheriff Grinnell has informed municipalities that he is terminating the dispatch service for each and every city and town in Lake County that does not enter into an "Agreement for Law Enforcement Dispatch Services;" and
- **WHEREAS,** under his agreement Sheriff Grinnell requires each city and town to pay each year a sum equal to \$12.00 per capita; and
- WHEREAS, the Sheriff is requiring no such agreement and is imposing no such per-capita charge on the Board of County Commissioners or the residents and taxpayers of the unincorporated areas of Lake County; and
- **WHEREAS,** the Sheriff seems clear that he will cease providing dispatch service to each city and town that declines to enter into the Sheriff's agreement and pay the annual per-capita sum; and
- WHEREAS, as of the date of this resolution the City of Fruitland Park and other cities and towns in Lake County have declined to enter into the Sheriff's agreement and to pay the annual per-capita sum required by the agreement; and
- WHEREAS, the Sheriff's dispatch service will continue to be funded in large part by the county's general fund regardless of whether some or all cities and towns enter into or decline to enter into the Sheriff's agreement; and

WHEREAS, the upshot of the Sheriff's annual per-capita payment requirement and the unwillingness of one or more towns and cities to agree to it is that the Sheriff's dispatch service will be funded from the county's general-fund revenue, but no real and substantial benefit will accrue to the property or residents of the declining cities and towns; and

**WHEREAS**, under these circumstances the funding of the dispatch service violates or will violate the prohibition in subsection 125.01(7) of Florida Statutes.

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

#### Section 1. Violation of statute.

- a) Because one or more cities or towns have declined or will decline to enter into the agreement demanded by the Sheriff, no real and substantial benefit from the dispatch service will accrue to the property or residents of those cities and towns. Under that circumstance, subsection 125.01(7) of Florida Statutes will prohibit the Board of County Commissioners and the Sheriff from using the revenues from the countywide levy of property taxes to fund the dispatch service.
- b) The continued funding of the Sheriff's dispatch service from the county's general fund, therefore, will violate subsection 125.01(7) of Florida Statutes.

#### Section 2. Petition.

- a) As authorized by subsection 125.01(6) of Florida Statutes, the City Commission of the City of Fruitland Park herewith petitions the Board of County Commissioners to develop an appropriate mechanism to finance the Sheriff's dispatch service for Fiscal Year 2024-2025, as well as for the current fiscal year and for all fiscal years thereafter.
- b) Under paragraph 125.01(6)(a) of Florida Statutes the appropriate mechanism for this issue would include (but perhaps not be limited to):
  - i. taxes, special assessments, or service charges levied or imposed solely upon residents and property in the unincorporated areas of Lake County;
  - ii. the establishment of a municipal service taxing or benefit unit pursuant to paragraph 125.01(1)(q) of Florida Statutes; or
  - iii. remitting the identified cost of the Sheriff's dispatch service paid from revenues required to be expended on a countywide basis to the City of Fruitland Park and the other cities and towns declining to enter into the Sheriff's agreement, each year within six months of the adoption of the Lake County budget, all in the proportion the amounts of county ad valorem taxes collected within the City of Fruitland Park and the other declining cities and towns bear to the total amount of countywide ad valorem taxes collected by Lake County.

c) The City of Fruitland Park believes the Board of County Commissioners has as well the option simply to increase funding for the Sheriff's dispatch service from the county's general fund, subject to the Sheriff dropping his requirement for each city and town to enter into his agreement and to pay the per-capita fee.

#### **Section 3. Effective Date.**

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 14<sup>th</sup> day of December, 2023, by the City Commission of the City of Fruitland Park, Florida.

#### CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

	CHRIS	CHESHIR	E, MAYOR	
ATTEST:		SE	AL	
ESTHER COULSON, CITY	CLERK, MMC	_		
Mayor Cheshire Vice Mayor DeGrave Commissioner Gunter	(Yes), (Yes), (Yes),	(No), (No), (No),	(Abstained), (Abstained), (Abstained),	(Absent)
Commissioner Bell Commissioner Mobilian	(Yes),(Yes),	(No), (No), _	(Abstained),(Abstained),	`
Approved as to form:				
Anita Geraci-Carver, City Att	torney	_		

Lake County Board of County Commissioners c/o Mr. Kirby Smith, Chairman 315 West Main Street Tavares, FL 32778

Peyton C. Grinnell, Sheriff Lake County Sheriff's Office Attn: General Counsel 360 West Ruby Street Tavares, FL 32778

#### Re: 911 Dispatch Services

Dear County Commissioners and Sheriff Grinnell:

In accordance with Chapter 125.01(6), *Florida Statutes*, please find the enclosed resolutions adopted by the Town of Astatula, City of Fruitland Park, Town of Howey-In-The-Hills, City of Mascotte, and the City of Umatilla (collectively the "Municipalities"). Each resolution was adopted in response to the Municipalities receiving the Sheriff's proposed Agreement for Law Enforcement Dispatch Services (the "Agreement"), as each Municipality currently receives emergency dispatch services from the Lake County Emergency Center (the "Center").

All five Municipalities prefer to keep the County's high quality, centralized dispatch system in place. We have a duty to our citizens, however, to ensure they are not being treated unfairly for the services they pay for.

The correspondence received suggests that each of the Municipalities must do one of two things: (1) approve the Agreement to pay a fee of \$12 per resident for 911 services; or (2) launch its own dispatch system with additional staffing required.

It is our understanding that the Center and its staff are funded through a combination of countywide ad valorem tax revenues, the county's share of the statewide E911 fee, and other intergovernmental grants. We understand that our residents should and will pay a fair share of the cost of the service through the *county* ad valorem taxes and fees they pay. If those need to be raised, we would understand a proposed *county* millage increase. However, what is not understood is why municipal residents should suffer increased *municipal* ad valorem taxes and/or increased *municipal* expenditures to fund a municipal contract obligation when the Center is operated from county funds that already include the contributions of municipal residents, made on the same basis as contributions of unincorporated residents; municipal residents pay the same 5 mills into the system as unincorporated county residents, and the same E911 fees appear on their phone bills.

In other words, if the Sheriff's agreement becomes mandatory for the Municipalities, county residents will pay once for the dispatch service, but residents of the municipalities will pay twice: The residents and taxpayers of unincorporated Lake County will pay their countywide millage and their E911 fees. The residents and taxpayers of the Municipalities will pay the same countywide millage, plus the same E911 fees, **but also the \$12 per capita fee** under Sheriff Grinnell's agreement.

It is with this information that we request the Board of County Commissioners develop an appropriate mechanism to finance the Center. It is our objective to work together to ensure a mutually beneficial service is funded through a fair, reasonable, and equitable allocation of costs. We appreciate your prompt attention to this matter.

Sincerely,	
Mitchell Mack, Mayor of Astatula	Martha MacFarlane, Mayor of Howey-in the-Hills
Chris Cheshire, Mayor of Fruitland Park	Steven Sheffield, Mayor of Mascotte
Kent Adcock, Mayor of Umatilla	
cc: Jennifer Barker, County Manager	

Melanie Marsh, County Attorney

Item 6.

Resolution No. 2023-012

## **RESOLUTION**

of the

## **Town Council**

for the

## Town of Howey-in-the-Hills, Florida

regarding

## **Dispatch Services**

- **WHEREAS,** in Lake County, Florida, the Honorable Peyton C. Grinnell, Sheriff of Lake County, operates and provides the service of law enforcement dispatch; and
- **WHEREAS,** the Board of County Commissioners of Lake County, Florida, funds the Sheriff's law enforcement dispatch service from the county's general fund; and
- **WHEREAS**, the primary funding source for the county's general fund is the levy by the Board of County Commissioners of ad valorem taxes countywide; and
- **WHEREAS,** the taxpayers of all Lake County, both within and outside of its cities and towns, pay county property taxes, the revenues of which are deposited into the county's general fund and used in part to finance the Sheriff's law enforcement dispatch service; and
- **WHEREAS,** Sheriff Grinnell has informed municipalities that he is terminating the dispatch service for each and every city and town in Lake County that does not enter into an "Agreement for Law Enforcement Dispatch Services;" and
- **WHEREAS,** under his agreement Sheriff Grinnell requires each city and town to pay each year a sum equal to \$12.00 per capita; and
- **WHEREAS**, the Sheriff is requiring no such agreement and is imposing no such per-capita charge on the Board of County Commissioners or the residents and taxpayers of the unincorporated areas of Lake County; and
- **WHEREAS**, the Sheriff seems clear that he will cease providing dispatch service to each city and town that declines to enter into the Sheriff's agreement and pay the annual per-capita sum; and

- **WHEREAS**, as of the date of this resolution the Town of Howey-in-the-Hills and other cities and towns in Lake County have declined to enter into the Sheriff's agreement and to pay the annual per-capita sum required by the agreement; and
- **WHEREAS**, the Sheriff's dispatch service will continue to be funded in large part by the county's general fund regardless of whether some or all cities and towns enter into or decline to enter into the Sheriff's agreement; and
- **WHEREAS**, the upshot of the Sheriff's annual per-capita payment requirement and the unwillingness of one or more towns and cities to agree to it is that the Sheriff's dispatch service will be funded from the county's general-fund revenue, but no real and substantial benefit will accrue to the property or residents of the declining cities and towns; and
- **WHEREAS**, under these circumstances the funding of the dispatch service violates or will violate the prohibition in subsection 125.01(7) of Florida Statutes.

## NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:

#### Section 1. Violation of statute.

- a) Because one or more cities or towns have declined or will decline to enter into the agreement demanded by the Sheriff, no real and substantial benefit from the dispatch service will accrue to the property or residents of those cities and towns. Under that circumstance, subsection 125.01(7) of Florida Statutes will prohibit the Board of County Commissioners and the Sheriff from using the revenues from the countywide levy of property taxes to fund the dispatch service.
- b) The continued funding of the Sheriff's dispatch service from the county's general fund, therefore, will violate subsection 125.01(7) of Florida Statutes.

#### Section 2. Petition.

- a) As authorized by subsection 125.01(6) of Florida Statutes, the Town Council of the Town of Howey-in-the-Hills herewith petitions the Board of County Commissioners to develop an appropriate mechanism to finance the Sheriff's dispatch service for Fiscal Year 2024-2025, as well as for the current fiscal year and for all fiscal years thereafter.
- b) Under paragraph 125.01(6)(a) of Florida Statutes the appropriate mechanism for this issue would include (but perhaps not be limited to):
  - i. taxes, special assessments, or service charges levied or imposed solely upon residents and property in the unincorporated areas of Lake County;

- ii. the establishment of a municipal service taxing or benefit unit pursuant to paragraph 125.01(1)(q) of Florida Statutes; or
- iii. remitting the identified cost of the Sheriff's dispatch service paid from revenues required to be expended on a countywide basis to the Town of Howey-in-the-Hills and the other cities and towns declining to enter into the Sheriff's agreement, each year within six months of the adoption of the Lake County budget, all in the proportion the amounts of county ad valorem taxes collected within the Town and the other declining cities and towns bear to the total amount of countywide ad valorem taxes collected by Lake County.
- c) The Town of Howey-in-the-Hills believes the Board of County Commissioners has as well the option simply to increase funding for the Sheriff's dispatch service from the county's general fund, subject to the Sheriff dropping his requirement for each city and town to enter into his agreement and to pay the per-capita fee.

### RESOLVED this 13th day of November, 2023.

	TOWN OF HOWEY-IN-THE-HILLS FLORIDA By: its Town Council
	By: Hon. Martha MacFarlane, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY (for the use and reliance by the Town only)
John M Brock, Town Clerk	Thomas J Wilkes, Town Attorney

#51863734 v2

1 **RESOLUTION NO. 2023-12-808** 2 3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MASCOTTE, FLORIDA, PETITIONING THE LAKE COUNTY BOARD 4 5 OF COUNTY COMMISSIONERS REGARDING DISPATCH SERVICES; 6 AND PROVIDING FOR AN EFFECTIVE DATE. 7 8 WHEREAS, in Lake County, Florida, the Honorable Peyton C. Grinnell, Sheriff of 9 Lake County, operates and provides the service of law enforcement dispatch; and 10 11 WHEREAS, the Board of County Commissioners of Lake County, Florida, funds the Sheriff's law enforcement dispatch service from the county's general fund; and 12 13 WHEREAS, the primary funding source for the county's general fund is the levy by 14 the Board of County Commissioners of ad valorem taxes countywide; and 15 WHEREAS, the taxpayers of all Lake County, both within and outside of its cities and towns, pay county property taxes, the revenues of which are deposited into the county's general 16 17 fund and used in part to finance the Sheriff's law enforcement dispatch service; and 18 WHEREAS, Sheriff Grinnell has informed municipalities that he is terminating the 19 dispatch service for each and every city and town in Lake County that does not enter into an 20 "Agreement for Law Enforcement Dispatch Services;" and 21 WHEREAS, under his agreement Sheriff Grinnell requires each city and town to pay 22 each year a sum equal to \$12.00 per capita; and 23 WHEREAS, the Sheriff is requiring no such agreement and is imposing no such per-24 capita charge on the Board of County Commissioners or the residents and taxpayers of the 25 unincorporated areas of Lake County; and 26 WHEREAS, the Sheriff seems clear that he will cease providing dispatch service to each city and town that declines to enter into the Sheriff's agreement and pay the annual per-27 28 capita sum; and 29 WHEREAS, as of the date of this resolution, the City of Mascotte and other cities and 30 towns in Lake County have declined to enter into the Sheriff's agreement and to pay the annual 31 per-capita sum required by the agreement; and 32 WHEREAS, the Sheriff's dispatch service will continue to be funded in large part by 33 the county's general fund regardless of whether some or all cities and towns enter into or decline 34 to enter into the Sheriff's agreement; and 35 WHEREAS, the upshot of the Sheriff's annual per-capita payment requirement and 36 the unwillingness of one or more towns and cities to agree to it is that the Sheriff's dispatch

- service will be funded from the county's general-fund revenue, but no real and substantial benefit will accrue to the property or residents of the declining cities and towns; and
- WHEREAS, under these circumstances the funding of the dispatch service violates or will violate the prohibition in subsection 125.01(7) of Florida Statutes.

## NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF' MASCOTTE, LAKE COUNTY, FLORTDA, AS FOLLOWS:

#### Section 1. Violation of statute.

- a) Because one or more cities or towns have declined, will decline, or may decline to enter into the agreement demanded by the Sheriff, no real and substantial benefit from the dispatch service will accrue to the property or residents of those cities and towns. Under that circumstance, subsection 125.01(7) of Florida Statutes will prohibit the Board of County Commissioners and the Sheriff from using the revenues from the countywide levy of property taxes to fund the dispatch service.
- 52 b) The continued funding of the Sheriff's dispatch service from the county's general fund, 53 therefore, will violate subsection 125.01(7) of Florida Statutes.

#### Section 2. Petition.

- a) As authorized by subsection 125.01(6) of Florida Statutes, the City Council of the City of Mascotte herewith petitions the Board of County Commissioners to develop an appropriate mechanism to finance the Sheriff's dispatch service for Fiscal Year 2024-2025, as well as for the current fiscal year and for all fiscal years thereafter.
- b) Under paragraph 125.01(6)(a) of Florida Statutes the appropriate mechanism for this issue would include (but perhaps not be limited to):
  - i. taxes, special assessments, or service charges levied or imposed solely upon residents and property in the unincorporated areas of Lake County;
  - ii. the establishment of a municipal service taxing or benefit unit pursuant to paragraph 125.01(1)(q) of Florida Statutes; or
  - iii. remitting the identified cost of the Sheriff's dispatch service paid from revenues required to be expended on a countywide basis to the City of Mascotte and the other cities and towns declining to enter into the Sheriff's agreement, each year within six months of the adoption of the Lake County budget, all in the proportion the amounts of county ad valorem taxes collected within the City and the other declining cities and towns bear to the total amount of countywide ad valorem taxes collected by Lake County.
- c) The City of Mascotte believes the Board of County Commissioners has as well the option simply to increase funding for the Sheriff's dispatch service from the county's general fund,

79 30	subject to the Sheriff dropping his requirement and to pay the per-capita fee.	for each city and town to enter into his agreement
31 32		shall take effect immediately upon its adoption a.
33		
34 35 36	PASSED AND RESOLVED this day o City of Mascotte, Florida.	f 2023 by the City Council of the
37 38 39 90	CITY OF MASCOTTE	
91	Steven Sheffield, Mayor	
)3 )4 )5	ATTEST:	
96	Stephanie Abrams, City Clerk	

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

ITEM TITLE:	Resolution 2023-077 Comprehensive Plan Updates - LPG Urban & Regional Planners LLC
MEETING DATE:	Thursday, December 14, 2023
DATE SUBMITTED:	
SUBMITTED BY:	city attorney/city manager
BRIEF NARRATIVE:	Resolution 2023-077
FUNDS BUDGETED:	
ATTACHMENT	
RECOMMENDATION:	
ACTION:	



December 14, 2023

Honorable Mayor Chris Cheshire City of Fruitland Park Fruitland Park, FL

RE: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES
PROJ: CITY OF FRUITLAND PARK COMPREHENSIVE PLAN UPDATES

#### Dear Mayor Cheshire:

LPG Urban & Regional Planners, LLC. (LPGURP) appreciates the opportunity to provide professional consulting services. Updates to the Comprehensive Plan will need to be prepared based on the 2020 Census data, direction from the City Commissioners, and Workshops. More specifically, LPGURP will make recommendations for changes to the Comprehensive Plan to implement the recommendations and findings of the workshops and City Commission directives. LPGURP will prepare a summary of data revisions to the Comprehensive Plan elements as follows:

- 1. Future Land Use Element
- 2. Transportation Element
- 3. Housing Element
- 4. Public Facilities Element
- 5. Conservation Element
- 6. Recreation and Open Space Element
- 7. Intergovernmental Coordination Element
- 8. Capital Improvements Element
- 9. Public Schools

We would be available to meet with you and/or your staff to review services and cost associated with updating the Comprehensive Plan and coordinate the process.

Page Two Mayor Chris Cheshire December 14, 2023

LPGURP appreciates the opportunity to provide you with consulting services and looks forward to working with you on these projects. Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

Michael Rankin Managing Member

Cc: Gary LaVenia, City Manager Esther Coulson, City Clerk Candace Dennis, EAC



## CONTRACT FOR PROFESSIONAL SERVICES CITY OF FRUITLAND PARK

This agreement is entered on the 14<sup>th</sup> December, 2023 between the City of Fruitland Park (CLIENT) and LPG Urban & Regional Planers, LLC. (CONSULTANT)

#### ARTICLE I – SCOPE OF SERVICES

The CONSULTANT agrees to provide the following professional services:

- 1. To provide planning and zoning advice to the CLIENT on special projects as required.
- 2. To inform the CLIENT of planning and zoning data as pertains to the CLIENT.
- 3. To be available for consultation on planning, zoning, and mapping matters.
- 4. To review regional, state and federal data and advise the CLIENT accordingly.
- 5. Assist CLIENT's personnel in the review of site plans or subdivisions, commercial sites, etc., to determine compliance with subdivision regulations, zoning ordinances, and regulatory regulations as they relate to the CDC.

#### ARTICLE II - TERM OF CONTRACT

The term of this contract shall be enforce for the Fiscal Year 2024.

#### **ARTICLE III – CLIENT RESPONSIBILITIES**

The CLIENT shall accomplish the following:

- 1. Assist the CONSULTANT by placing at its disposal all available information pertinent to the Scope of Services.
- Use the best efforts to secure release of other data applicable to any project held by others.
- 3. Make all necessary provisions to enter upon public or private property as required to perform the Scope of Services.
- 4. Give prompt written notice to the CONSULTANT whenever the CLIENT observes, or otherwise becomes aware of, any fault or defect in any project or nonconformance with this AGREEMENT.

#### **ARTICLE IV – CONSULTANT REPONSIBILITIES**



The CONSULTANT shall accomplish the following:

#### **MAJOR FUNCTION:**

To direct the planning and zoning activities pertaining to the ongoing function of the CLIENT. To ascertain the compliance, impact and compatibility of development within the scope of the current rules and regulations.

#### **ILLUSTRATIVE DUTIES:**

- (a) To direct the CLIENT's activities pertaining to contract executions and program implementation.
- (b) To represent the CLIENT in planning and zoning matters.
- (c) Attend meetings and other Board hearings when requested or required.
- (d) Attend as a liaison for the CLIENT at meetings or committees to coordinate and facilitate the growth management process.

#### APPROACH - SERVICES AND SCHEDULE

LPGURP staff will review the existing 2035 comprehensive plan and develop the 2050 comprehensive plan. LPGURP staff will prepare revisions to the adopted comprehensive plan based on existing conditions, visioning for the future, growth, annexation and redevelopment opportunities. The plan will take into consideration special area plans Fruitland Park. LPGURP to the greatest extent feasible will prepare the goals, objectives and policies that provide clear, concise regulations in a simplified manner while taking into consideration the implementation of the comprehensive plan. All elements will include items as required pursuant to Chapter 163.3177, Florida Statutes.

#### **WORK PLAN**

The work plan will consist of the following 7 basic elements:

#### **Coordination with City Staff and City Commission**

This step will include meetings to ensure clear understanding of editing and rewriting of the comprehensive plan, simplification of the development process, discussion of innovative planning techniques, and implementation/administration of the code. LPGURP intends to meet with the TRC/DRC committee to assess priorities of the various departments in relation to administering the comprehensive plan through the land development code. LPGURP, if selected, would also request to meet with City Commission through a public meeting to gain feedback as to the vision Council/Commission would like to see different in the new comprehensive plan update. LPGURP will also coordinate with Lake County to understand the role the County envisions for itself in the year 2050 in relation to the County's vision for the city.



#### **Data Collection and Evaluation**

This step will include collection of available data to be provided by the city and identification of data needs that will be required to be assembled by the LPG URBAN & REGIONAL PLANNERS team. LPGURP will utilize Census Data or ACS Estimates if the 2020 census is not available. LPGURP will utilize statistics from B.E.B.R, Fish and Wildlife Mapping Services, Online ARCGIS Esri Maps, Lake County Economic Development Department, Florida Department of Transportation, Lake County Public Works, Division of Historic Resources, Saint John's Water Management District, and any other applicable source. LPG will utilize GIS and AutoCAD to render graphics, maps, and data.

#### **Draft of Work to be Performed**

This step will include the provision of draft work (30%, 50% & 90%) to the assigned City project manager by the LPG URBAN & REGIONAL PLANNERS team, for review and comment. The initial draft will also be presented in two (2) community workshops to the public for feedback.

#### **Presentation of Draft Work Products**

Upon approval of the draft work product by the City Manager, LPG URBAN & REGIONAL PLANNERS team will present the revised comprehensive plan at a special audience or others, as determined by the City.

Meetings with Stakeholders – Upon approval of the draft work product outlined above, LPG URBAN & REGIONAL PLANNERS team will meet with key stakeholders or staff. It is anticipated that there will be seven (7) meetings/workshops.

LPGURP will hold four (4) initial public workshops to gain input from various stakeholders within the City of Fruitland Park. LPGURP will coordinate one (1) of the first four (4) workshops to be solely dedicated to the business community. LPGURP will reach out to the current residents of Lake County within the JPA limits to gain insight into their thoughts and vision for the City of Fruitland Park. LPGURP believes it's critical that these Lake County residents within the JPA are included as their property will eventually be within City limits. From these initial four (4) meetings, LPGURP will hold one (1) final initial community workshop to bring the findings to the public for further guidance and refinement. LPGURP will conduct an additional two (2) workshops upon completion of the draft to further refine the final work product. All but one (1) workshop will be held in the evening no earlier than 6:30 pm to allow those who work late the opportunity to participate if they choose. LPGURP will hold one community workshop on a Saturday to be as inclusive as possible. LPGURP will facilitate community workshops with several interactive activities and will provide three forms of community engagement: Informative, Preparatory, and Decision Making participation. Community members will be greeted with an introduction by LPGURP at each community workshop with an overview of the process, the steps, timelines, and dates for public participation. LPGURP will provide a link to a survey online for those who attend and will also seek to place a link



to the survey on the Cities website. LPGURP will end each initial community workshop by conducting a series of voting rounds in which members of the public can vote in an open forum on the ideas, goals, and objectives that are most important to them. LPGURP will compile community feedback over the course of the first four workshops and will present it at the initial finding workshop.

#### **Initial Community Workshop:**

- Two Community Workshops in the Evening, no earlier than 6:00pm.
- One Community Workshop with the Business Community, no earlier than 6:00pm.
- One Community Workshop on Saturday at 10am.

#### **Initial Community Workshop Findings:**

• One Community Workshop, no earlier than 6:00pm.

#### **Draft Complete:**

Upon approval of final draft work product by the City project manager, LPG URBAN & REGIONAL PLANNERS team will present the code to the Local Planning Agency, City Planning Commission and the City Commission. Any additional revisions requested will be incorporated in the final work product.

#### **Final Completed Work Product**

This step will include the LPG URBAN & REGIONAL PLANNERS team providing all final completed documents and mapping (in hard copy and digital format) to the assigned project manager for the City of Fruitland Park.

#### **On-Going Communication**

All steps shall include continuing communication with the assigned City of Fruitland Park project manager. Communication shall include weekly update and discussion meetings, either in person or via phone.

#### PROPOSED SCHEDULE

It is anticipated that the rewrite of the comprehensive plan, reviews, edits, workshops and hearings will take twelve (12) months.



	MONTH	1	2	3	4	5	6	7	8	9	10	11	12
TASK													
Review / Identify Necessary Changes													<u> </u>
Article 1 – Land Use													<u> </u>
Article 2 – Traffic Curriculum													
Article 3 – Housing Element													<u> </u>
Article 4 – Public Facilities													İ
Article 5- Conservation Element													I
Article 6 –Recreation & Open Spaces Element													İ
Article 7 – Intergovernmental Coordination Element													l
Article 8 – Capital Improvements Element													
Article 9 – Public Schools													
Staff Review / Edits													
Public Hearings		1	2	1				1			1	·	1

PUBLIC HEARINGS: 4 Initial Public Workshops
1 Findings Public Workshop
2 @ Completion of Draft

Indicates soft start / finish of work effort (Continual evolution as each Article is amended)

Indicates full work effort

Indicates continual review and edit from City comments

Indicates scheduled workshops with public and City Boards and Commission

#### ARTICLE V – METHOD AND SCHEDULE OF PAYMENT

Invoices for services will be rendered monthly and are payable Net Twenty (20). We will coordinate with you on all our activities and invoice you for services. In the event an account becomes forty-five (45) days past due, no further work will be performed on said project.

In the event of a default with respect to the payment of any invoice, or any portion thereof, the CLIENT hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether action is brought or not.

#### **ARTCILE VI – TERMINATION OF CONTRACT**

It is agreed that either the CLIENT of the CONSULTANT may cancel or terminate this Agreement at any time by giving fifteen (15) days written notice, Certified Mail, Return Receipt Requested, to the other party.

Upon cancellation, abandonment or suspension of this Agreement by the CLIENT prior to completion of services to be performed, CLIENT agrees to pay CONSULTANT for all work accomplished to the date of cancellation.

#### **ARTICLE VII – LIMIT OF LIABILITY**

The limit of liability of CONSULTANT to the CLIENT, for any cause or combination of causes, shall be a total amount limited to the fees paid under this Agreement.

AGREED AND ACCEPTED:

LPG URBAN AND REGIONAL PLANNERS, LLC.	CITY OF FRUITLAND PARK
BY:	BY:
SIGNATURE	SIGNATURE
Michael Rankin, Managing Partner NAME AND TITLE	NAME AND TITLE
December 14th, 2023 DATE	 DATE



#### **INITIAL COST ESTIMATE**

Total

The "Not to Exceed" Fee is \$94,700 which includes labor and non labor items. Please see breakdown below:

598 hours

\$89,900

Review/Identify Necessary Changes:	20 hours	\$3,000
Future Land Use:	60 hours	\$8,500
Transportation:	60 hours	\$8,500
Housing:	60 hours	\$8,500
Public Facilities:	30 hours	\$4,500
Conservation:	30 hours	\$4,500
Recreation and Open Space:	40 hours	\$5,500
Intergovernmental Coordination:	20 hours	\$3,000
Capital Improvements:	40 hours	\$6,000
Property Rights:	20 hours	\$3,000
Special Plans:	60 hours	\$8,000
Staff Review/Edits:	60 hours	\$8,500
Workshops/Public Hearings:	98 hours	\$18,400



#### **PUBLIC RATE SCHEDULE**

Labor Category	Rate		
Principal	\$ 155.00/HR.		
Urban Design Consultant	\$ 125.00/HR.		
Landscape Architect	\$ 120.00/HR.		
Senior Planner III	\$135.00/HR		
Planner III	\$ 85.00/HR.		
Planner II	\$ 80.00/HR.		
GIS Analyst III	\$ 75.00/HR.		
Planner I	\$ 75.00/HR.		
CADD Specialist I	\$ 75.00/HR.		
Technical and Field Services	\$ 50.00/HR.		
Word Processor	\$ 50.00/HR.		
Clerk	\$ 50.00/HR.		



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

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



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

ITEM TITLE: Resolution 2023-078 Public Safety Complex

Additional Services Proposal – Halff Inc.

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Wednesday, November 22, 2023

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

BRIEF NARRATIVE: Resolution 2023-078 Proposal for additional survey and design services above and beyond original proposal for project

approved back on August 20, 2020.

**FUNDS BUDGETED:** \$48,750 (01521-60666)

**ATTACHMENT** Proposed resolution, current Halff Inc.'s proposal

for additional survey and design services for the new public safety complex and an original Halff Inc.'s proposal adopted by the city commission

(Resolution 2020-041 on August 13, 2020.)

**RECOMMENDATION:** Approval

ACTION: Adopt Resolution 2023-078.

#### **RESOLUTION 2023-078**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING HALFF'S ADDITIONAL SERVICES CONFIRMATION DATED OCTOBER 31, 2023 IN THE AMOUNT NOT TO EXCEED \$48,750.00 FOR ADDITIONAL SURVEYING AND CIVIL ENGINEERING SERVICES AS WELL AS TO REFLECT INCREASED COSTS SINCE 2020 FOR THE CITY OF FRUITLAND PARK PUBLIC SAFETY COMPLEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida entered into the Civil Engineering and Surveying Services Proposal/Agreement for City of Fruitland Park Public Safety Building dated August 14, 2020 with Halff to prepare a master site plan and construction drawings for a public safety complex, prepare a survey, obtain required permitting, coordinate and provide project administration services and respond to bidders questions during the bidding process and attend pre-construction meeting for bidders; and

WHEREAS, since entering into the Agreement in 2020 the scope of services has changed and costs of increased, therefore, it is necessary to amend the 2020 Agreement to provide for additional services that are needed and address increased costs; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to approve the Additional Services Confirmation dated October 31, 2023 for these additional services and to provide for increased costs.

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

- Section 1. The Additional Services Confirmation dated October 31, 2023 with Halff thereby amending the Civil Engineering and Surveying Services Proposal/Agreement for City of Fruitland Park Public Safety Building dated August 14, 2020, **a copy of which is attached hereto**, is approved.
- Section 2. The Commission authorizes the Mayor to execute the Additional Services Confirmation dated October 31, 2023.
- 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 \_\_\_\_ day of December, 2023, by the City Commission of the City of Fruitland Park, Florida.

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# CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

		FRUITLA	ND PARK, FLORIDA	Λ
		Chris Ches	shire, Mayor	
ATTEST:				
ESTHER COULSON, CIT	Y CLERK, M	IMC		
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
Vice Mayor DeGrave	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form and le	gality:			
Anita Geraci-Carver, City A	Attorney	_		



# Additional Services Confirmation

To: Gary LaVenia, City Manager Date: October 31, 2023

City of Fruitland Park 506 W. Berckman Street Fruitland Park, FL 34731

From: Brett J. Tobias, P.E., Team Leader AVO: 043866.055

Email: btobias@halff.com Project: COFP Public Safety Complex

VIA: glavenia@fruitlandpark.org

The original proposal for the above-mentioned project was approved on August 20, 2020. Over the following three years, the project has been dormant, but has recently kicked off. Over this time perioid, there have been significant increases in cost due to market changes and inflation. Additionally, the scope of the project has increased from the original contract to include the design and permitting of a lift station, and the filling and grading of the existing town pond, as well as piping infrastructure to connect to the park system. The following change order is needed to cover these cost differences from the original contract price, and the phases will be in addition to the previously approved phases of the contract.

#### PHASE 1000 TOPOGRAPHIC SURVEY

Prepare a Topographic Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida for property shown below in Survey Exhibit "B" (outlined in red). Survey will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the above stated limits sufficient to establish a one-foot digital terrain model. A minimum of two (2) site benchmarks will be established for this project. Above ground features for the topographic survey will include buildings, curb/pavement, above ground utilities and underground utilities flagged/marked by others, driveway accesses, fences, ditches, and storm and sanitary structures with inverts and pipe sizes. In addition, roof drains will be located and shown on the survey. Any modifications or additional requests will be subject to a change order.

FEE: \$23,000.00



#### **SURVEY EXHIBIT "B"**



#### **Survey Deliverables**

- 1. Autocad Civil3D base file only.
- 2. Electronic Files (PDF & AutoCAD) will be released to the client/engineer within 12 months of the date of survey or until the contract is closed.

ESTIMATED COMPLETION TIME FOR PHASE 1000 IS 45-60 BUSINESS DAYS UPON RECEIPT OF SIGNED CONTRACT.

#### PHASE 1100 SUBSURFACE UTILITY LOCATING (PRECISE LOCATING SERVICES)

Designate the horizontal positions for but not limited to Water, F.M. Sewer, Buried Power, Fiber and Telephone as outlined in red on map provided on 10/24/23, along the south  $\frac{1}{2}$  of the right of way for W. Fountain Street from Rose Avenue to College Avenue and the west  $\frac{1}{2}$  of the right of way for College Avenue from W. Fountain Street to W. Berckman Street for approximately 1,080 feet.

This does not include lane closures, permits, or bonds.

Equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not



be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

FEE: \$2,850.00

#### PHASE 1200 SITE PLAN / CIVIL ENGINEERING

Preparation of Master Site Plan, and Construction Drawings in accordance with the City of Fruitland Park requirements and regulations. Construction drawings based upon concept prepared by Architect. Final Site Plans shall include items as originally outlaid, with the addition of the following:

- Lift station plans
- Lift station calculations
- Pond Fill grading plans and details.
- Pipe conveyance plans/details for filled pond.
- Modification plans for existing parking lot to accommodate new building/parking.

Design includes utilities, storm water collection and finish grades to within 5' of proposed structures. Halff shall coordinate with architect for points of connection with water, sewer, and stormwater collection system.

FEE: \$13,300.00

#### PHASE 1300 MISCELLANEOUS SURVEY SERVICES

The scope of services shall include additional survey locations in the areas of driveway connections for the proposed public safety complex. Services are limited to miscellaneous/incidental locations for project engineer to design future improvements. Locations will be added to the existing Autocad Civil3D base file for use by the project engineer/architect. This proposal does not include boundary, asbuilt, or topographic survey of project site. These services will be billed at standard hourly rates **not to exceed \$2,500.00 without written authorization.** 

FEE: \$2,500.00 (BUDGET, TO BE BILLED HOURLY)

#### PHASE 1400 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$1,500.00

#### PHASE 1500 SJRWMD INDIVIDUAL SWERP PERMIT

Prepare application and required exhibits and submit application. Review and respond to staff comments, make plan changes or clarifications as needed and resubmit plans, calculations, and written responses. Application will not include impacts to wetland, nor Dredge and Fill permitting.

FEE: \$1,500.00



#### PHASE 1600 TEAM MEETINGS/CIVIL COORDINATION

Attend meetings with the city and architect to coordinate between civil and architectural drawings, or other issues as may arise during the design and permitting phase.

FEE: \$2,600.00

#### PHASE 1700 SPECIFICATIONS

Halff will respond to bidders questions during the bidding process, issue bid addenda as required and attend a pre-construction meeting. Bidding to be conducted by City and architect.

FEE: \$5,000.00

#### PHASE 1800 LAKE COUNTY PERMITTING (IF REQUIRED)

Prepare Lake County right of way utilization permit for work within County Right of Ways.

A. Permit application for work in Rose Ave right-of-way for sewer connection.

FEE: \$1,000.00

#### PHASE 1900 CONSTRUCTION ADMINISTRATION

Inspections, final certifications and as-builts as required by permit conditions which consist of the following:

Halff will advise and consult with Owner and General Contractor during construction. Halff will make four (4) visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Halff will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the City of Fruitland Park.

Based upon the on-site observations and a signed and sealed as-built survey provided by contractor. Halff shall prepare and submit certifications of completions to the owner and the following State and local agencies as required:

- A. City of Fruitland Park
- B. St. Johns River Water Management District

FEE: \$5,000.00



#### **SUMMARY FEE SCHEDULE**

PHASE 1000	\$ 23,000.00
PHASE 1100	\$ 2,850.00
PHASE 1200	\$ 3,300.00
PHASE 1300	\$ 2,500.00
PHASE 1400	\$ 1,500.00
PHASE 1500	\$ 1,500.00
PHASE 1600	\$ 2,600.00
PHASE 1700	\$ 5,000.00
PHASE 1800	\$ 1,500.00
PHASE 1900	\$ 5,000.00
TOTAL	\$ 48,750.00

#### THIS CHANGE ORDER DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- · Recording of Easements
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)



- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration and Progress Meetings During Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- · Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional
  information letters from referenced agencies. Any additional request's will be billed on an hourly
  basis based on the attached hourly rate schedule.



We request your signature below to confirm the scope and fee; however, as requested verbally, we are proceeding with the work as described above. If the scope and/or fee is not acceptable, please notify us immediately. If we do not receive notification of a change within one (1) working day, we will conclude that the scope and fee outlined above is acceptable and we will bill you accordingly when the work is completed.

By:								
Title	:	(Print name)						
Sign	ature:							
Date	:							
☐ Att	achments							
		7	>					
SIGNE		Brett J. Tobias,	P.E., Team Le	ader				
COPIE	ES:							
	File		Owner		Contractor	r	Other:	

#### RESOLUTION 2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR CITY OF FRUITLAND PARK PUBLIC SAFETY COMPLEX BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement between the City and BESH for BESH to prepare a master site plan and construction drawings for a public safety complex, prepare a survey, obtain required permitting, coordinate and provide project administration services and respond to bidders questions during the bidding process and attend pre-construction meeting for bidders; 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 agreement with BESH for these services.

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

Section 1. The Civil Engineering Proposal/Agreement for Public Safety Complex between Booth, Ern, Straughn & Hiott, Inc. (BESH) and the City of Fruitland Park (the "Agreement"), a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the agreement.

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

PASSED AND RESOLVED this 13<sup>th</sup> day of August 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

hris Cheshire, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire(Y	es),(N	o),(A	Abstained),(	Absent)
Vice Mayor Gunter (Y	es),(N	o),(A	Abstained),(	Absent)
Commissioner Bell (Y	es),(N	o),(A	Abstained),(	Absent)
Commissioner DeGrave / (Y	es),(N	o),(A	Abstained),(	Absent)
Commissioner Mobilian / (Y	es), (N	o), (A	Abstained), (	Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

# CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

#### FOR

### CITY OF FRUITLAND PARK PUBLIC SAFETY BUILDING FRUITLAND PARK, FLORIDA, LAKE COUNTY

## SURVEYOR'S:

Booth, Ern, Straughan & Hiott, Inc. 902 North Sinclair Avenue Tavares, Florida 32778 (352) 343-8481 - Phone (352) 343-8495 - Fax

## **CLIENT:**

Gary LaVenia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 (352) 360-6727 - Phone glavenia@fruitlandpark.org

Client:

City of Fruitland Park

Date:

July 9 2020, revised August 6, 2020

#### CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

#### SCOPE OF WORK:

To prepare design documents for the permitting and construction of a City Fire Station to be located next to the previously designed and constructed City Library and parking lot.

#### SCOPE OF SERVICES:

#### TASK 001 SITE PLAN / CIVIL ENGINEERING

Preparation of Master Site Plan, and Construction Drawings in accordance with the City of Fruitland Park requirements and regulations. Construction drawings based upon concept prepared by Architect. Final Site Plans shall include the following:

- Cover Sheet with Legal Description and Vicinity Map
- Geometry Plans
- Master Utility Plans
- Detailed Utility Plans
- Grading Plans
- Paving and Drainage Plans
- Potable Water Details and Specifications
- Sanitary Sewer Details and Specifications
- Paving and Drainage Details
- Erosion and Sediment Control Plans and Details

Design includes utilities, storm water collection and finish grades to within 5' of proposed structures. B.E.S.H. shall coordinate with architect for points of connection with water, sewer, and stormwater collection system.

FEE: \$17,000.00

#### TASK 002 SURVEY

The scope of services shall include any additional survey work to be added to the existing survey in the areas of driveway connections for the proposed fire station, or areas of connections to previously constructed areas of the City Library. Services shall include field crew time to collect data, and office time to convert data to add to the CAD file.

FEE: \$2,500.00

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### TASK 003 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$3,500.00

#### TASK 004 SJRWMD INDIVIDUAL SWERP PERMIT

Prepare application and required exhibits and submit application. Review and respond to staff comments, make plan changes or clarifications as needed and resubmit plans, calculations, and written responses. Application will not include impacts to wetland, nor Dredge and Fill permitting.

FEE: \$3,500.00

#### TASK 005 TEAM MEETINGS/CIVIL COORDINATION

Attend meetings with the city and architect to coordinate between civil and architectural drawings, or other issues as may arise during the design and permitting phase.

FEE: \$2,600.00

#### TASK 006 SPECIFICATIONS

BESH will respond to bidders questions during the bidding process, issue bid addenda as required and attend a pre-construction meeting. Bidding to be conducted by City and architect.

FEE: \$1,000.00

#### TASK 007 LAKE COUNTY PERMITTING (IF REQUIRED)

Prepare Lake County right of way utilization permit for work within County Right of Ways.

Permit application for work in Rose Ave right-of-way for sewer connection.

FEE: \$1,500.00

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### TASK 008 GEOTECHNICAL INVESTIGATION

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for general development and foundation design. We propose to conduct the following scope of investigation

 Drill two (4) Standard Penetration Test (SPT) borings to a depth of 25 feet below ground surface within the proposed building area for foundation evaluation.

Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, geotechnical recommendations for: proper site preparation, support of the proposed structure on shallow foundations.

FEE: \$3,701.50

#### TASK 009 CONSTRUCTION ADMINISTRATION

Inspections, final certifications and as-builts as required by permit conditions which consist of the following:

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and General Contractor during construction. Booth, Ern, Straughan & Hiott, Inc., will make four (4) visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the City of Fruitland Park.

Based upon the on-site observations and a signed and sealed as-built survey provided by contractor. Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the owner and the following State and local agencies as required:

- A. City of Fruitland Park
- B. St. Johns River Water Management District

FEE: \$5,000.00

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### SUMMARY FEE SCHEDULE

TOTAL	\$ 40,301.50
TASK 009	\$ 5,000.00
TASK 008	\$ 3,701.50
TASK 007	\$ 1,500.00
TASK 006	\$ 1,000.00
TASK 005	\$ 2,600.00
TASK 004	\$ 3,500.00
TASK 003	\$ 3,500.00
TASK 002	\$ 2,500.00
TASK 001	\$ 17,000.00

#### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- 2. Topography Survey
- Soil Boring Location Stake Survey
- Traffic Study / Impact Analysis
- Environmental Assessments
- Army Corp. of Engineers Dredge and Fill
- 7 Landscape/Irrigation Plans
- 8. Off-site Utilities Design
- 9. Off-site Roadway or Transportation Improvements
- 10. Boat Dock and Ramp Design/Permitting
- 11. Monumentation of wetlands for Conservation Easement
- 12. Platting
- 13. Sketch and Descriptions for Conservation Easements
- CADD support for environmentalist.
- 15. Offsite Right of Way survey for utilities.
- 16. FEMA CLOMR
- 17. FEMA Map Amendment
- 18. NPDES Permitting
- 19. Hardscape, Walls, Entry Features
- 20. Lighting/Photometric Design
- 21. Florida Fish and Wildlife Conservation Commission Permit
- 22. Bid Documents & Bidding

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

- Tree Survey
- 24. Conditional Use Permit
- 25. Earthwork Calculations
- 26. Electrical Controls for Lift Stations
- 27. Rezoning
- 28. Land Use Changes
- 29. Noise Study
- Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
- Advance of permit fees, impact fees, title search fees, recording or advertising fees.
- 32. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

# HOURLY RATE SCHEDULE (2018)

Professional Services shall be charged at the following rate schedule:

#### **ENGINEERING**

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

#### SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

All printing for this project shall be billed out at the following rate schedule, plus sales tax: (Outside Copying Services will be billed at cost)

Black & White 11 x 17\$1.25 24 x 36\$2.50
Color Copies 11 x 17\$2.00 24 x 36\$6.00
Black & White Copies         8 ½ x 11\$0.10         8 ½ x 14\$0.10         11 x 17\$0.20
Color Copies         8 ½ x 11       \$0.25         8 ½ x 14       \$0.25         11 x 17       \$0.45
Other Printing Services         24 x 36 Mylar
Other Services  Fax/Scan

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### **TERMS AND CONDITIONS**

#### I. GENERAL CONDITIONS

#### A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of *City of Fruitland Park* ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

#### B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

#### C. DOCUMENTS:

#### **PUBLIC RECORDS**

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 CONTRACTOR'S office or facility.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

#### D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall by renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all <u>additional services</u> requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

#### F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

#### II. COMPENSATION

#### A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

- Changes made at Client's request to the scope of services defined in this Agreement.
- Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
- Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order') for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

#### B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

#### C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has Thereafter, unless the scope of services to be performed by BESH been billed in full. pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

#### III. MISCELLANEOUS

#### A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

#### B. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

#### C. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

Client: City of Fruitland Park

Date: July 9 2020, revised August 6, 2020

#### D. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

#### E. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

#### F. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

# G. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT ACKNOWLEDGES AND CLIENT AND BESH. AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH. INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS. SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT THIS AGREEMENT.

Client:

City of Fruitland Park

Date:

July 9 2020, revised August 6, 2020

#### **AUTHORIZATION TO PROCEED**

# PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$	
THIS PROPOSAL/AGREEMENT ACCEPT	TED THIS 14th DAY OF August, 2020.
Booth, Ern, Straughan & Hiott, Inc.	Client
Signature:	Signature
By: _Duane K. Booth, P.E	By: Chris Cheshire
Title: _President	Title: Mayor

Client:

City of Fruitland Park

Date:

July 9 2020, revised August 6, 2020

#### CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE:	Gary La Venia, City Manager		
COMPANY NAME:	City of Fruitland Park		
BILLING ADDRESS:	506 W Berckman Street		
	Fruitland Park FL 34731		
PHONE:	(352) 360-6727		
FAX:	(352) 360-6686		
E-MAIL:	glavenia@fruitlandpark.org		
DATE:	August 13, 2020		
CLIENT REPRESENTATI	VE: Gary La Venia		
IS CLIENT THE OWNER	OF THE SUBJECT PROPERTY?:		
YES:			
NO:			
(If no, Booth, Ern, Straug commencing services.)	ghan & Hiott, Inc., reserves the right to require a retainer prior to		
Is the property accessible property?	e? If gated/locked, who shall BESH contact to gain access to the		
NAME AND PHONE NUM	BER: Please see above		
I HEREBY CERTIFY THA KNOWLEDGE.	AT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY		
SIGNATURE:			

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

ITEM TITLE: Resolution 2023-079 Five-Foot Sidewalk

Installation City Hall Complex – Fountain Street and College Avenue ROW and Civil Engineering and Surveying Services Design

Proposal/Agreement – Halff Inc.

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Wednesday, November 22, 2023

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

**BRIEF NARRATIVE:** Resolution 2023-079 Proposal from Halff Inc. to finish survey and design of sidewalk system around the City of Fruitland Park City Hall Complex.

**FUNDS BUDGETED:** \$17,800.00 from CRA 20511-60634

**ATTACHMENTS:** Proposed resolution and Halff's October 31, 2023

proposal (Halff 043866.122)

**RECOMMENDATION:** Approve Resolution 2023-079

ACTION: Adopt Resolution 2023-079

#### **RESOLUTION 2023-079**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA. **APPROVING** THE PROPOSAL/AGREEMENT FOR CRA SIDEWALK DATED OCTOBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$17,800.00 BETWEEN BESH HALFF AND THE CITY OF FRUITLAND PARK FOR CIVIL ENGINEERING AND SURVEYING SERVICES RELATING SIDEWALK INSTALLATION ALONG FOUNTAIN STREET AND COLLEGE AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Proposal/Agreement for the Community Redevelopment Agency (CRA) Sidewalk dated October 31, 2023 between the City and Halff for Halff to prepare a route survey for the sidewalk, prepare engineered plans for the sidewalk and, coordinate and provide project administration services; 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 agreement with Halff for these services.

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

- Section 1. The Proposal/Agreement for CRA Sidewalk dated October 31, 2023 between the City and Halff (the "Agreement"), a copy of which is attached hereto, is approved.
- Section 2. The Commission authorizes the Mayor to execute the agreement.
- Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this _	day of December, 2023, 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 DeGrave	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form and le	gality:			
Anita Geraci-Carver, City A	Attorney	_		



VIA EMAIL rdicus@fruitlandpark.org

October 31, 2023

Robb Dicus City of Fruitland Park 202 W. Berckman Street Fruitland Park, FL 34731

RE: PROPOSAL/AGREEMENT FOR CRA FOR SIDEWALK, FRUITLAND PARK, FLORIDA, LAKE COUNTY (HALFF 043866.122)

Dear Mr. Dicus:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please sign, date, and complete the Client Information Form for billing purposes. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

**HALFF** 

Brett J. Tobias, P.E. Team Leader btobias@halff.com

BJT:am

Enclosure



VIA EMAIL rdicus@fruitlandpark.org

October 31, 2023

Gary La Venia City of Fruitland Park 202 W. Berckman Street Fruitland Park, FL 34731

RE: PROPOSAL/AGREEMENT FOR CRA FOR SIDEWALK, FRUITLAND PARK,

FLORIDA, LAKE COUNTY

(HALFF 043866.122)

Dear Mr. La Venia:

#### SCOPE OF WORK

Prepare plans for a 5-foot sidewalk to be installed at the south right-of-way line of Fountain Street, and the West right-of-way line of Collage Avenue. Detailed scope of services is outlined in the itemized phases below.

#### **SCOPE OF SERVICES**

#### PHASE 100 ROUTE SURVEY (CRA FOR SIDEWALK)

Prepare a Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida for property shown below in Survey Exhibit "A" (approximately 1,300 linear feet). The survey limits are from the intersection of Rose Avenue/Fountain Street east to College Avenue and south to the intersection of Mirror Lake Drive. The scope will be from the centerline of rights of way with a 10-foot overlap onto the subject properties. Survey will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the above stated limits sufficient to establish a one-foot digital terrain model. A minimum of two (2) site benchmarks will be established for this project. Above ground features for the topographic survey will include edges of pavement, above ground utilities and underground utilities flagged/marked by others, driveway accesses, fences, ditches, and storm and sanitary structures with inverts and pipe sizes. Any modifications or additional requests will be subject to a change order.

FEE: \$10,700.00



#### **SURVEY EXHIBIT "A"**



#### **Survey Deliverables**

- 1. Autocad Civil3D base file only.
- 2. Electronic Files (PDF & AutoCAD) will be released to the client/engineer within 12 months of the date of survey or until the contract is closed.

# ESTIMATED COMPLETION TIME FOR PHASES 100 IS 45-60 BUSINESS DAYS UPON RECEIPT OF SIGNED CONTRACT.

#### PHASE 200 CIVIL ENGINEERING/SIDEWALK PLANS/LAKE CO. ROW UTILIZATIONI

Prepare plans for the installation of sidewalk along Fountain Street and Collage Avenue. It is assumed that no Lake County ROW utilization permit is required.

FEE: \$5,100.00

#### PHASE 300 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$1,500.00



#### PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc, shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$500.00 (ESTIMATED, TO BE BILLED AT COST)



Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

#### **SCHEDULE FEE SUMMARY**

PHASE 100	\$10,700.00
PHASE 200	\$5,100.00
PHASE 300	\$1,500.00
PHASE 9999	\$500.00
TOTAL	\$17,800.00

#### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Topography Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist



- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration and Progress Meetings During Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.



## Standard Hourly Rate Schedule 2022-2023

Engineers Principal/Officer – Professional Engineer Senior Professional Engineer Professional Engineer Project Manager Engineer Intern Senior Technician Design Technician Project Technician	\$300.00 \$260.00 \$185.00 \$155.00 \$110.00 \$125.00 \$90.00
Survey Survey Department Manager – P.S.M. Professional Surveyor – P.S.M. 2 Man Field Crew 3 Man Field Crew 4 Man Field Crew Senior Survey Technician Survey Technician	\$210.00 \$175.00 \$180.00 \$235.00 \$290.00 \$125.00 \$100.00
GIS Principal Officer – Senior Spatial Analyst Senior Spatial Analyst Spatial Analyst GIS Specialist	\$165.00 \$135.00 \$100.00 \$60.00
Landscape Architects Principal/Officer – Professional Landscape Architect Senior Professional Landscape Architect Project Manager Landscape Architect Professional Landscape Architect Senior Landscape Designer Landscape Designer	\$230.00 \$160.00 \$150.00 \$140.00 \$115.00 \$85.00
Planners Principal/Officer – Land Planner Senior Planner Professional Planner Project Planner	\$265.00 \$185.00 \$125.00 \$105.00
Environmental Scientists Senior Environmental Scientist Environmental Scientist II Environmental Scientist I	\$210.00 \$150.00 \$90.00



## **Reimbursable Expenses**

Reimbursable expenses include, but are not limited to:

Courier Service
Maps/GIS Data
Mileage, Parking, Tolls
Postage and Overnight Mail
Miscellaneous Services

Government Permitting Fees Prints, Copies, Plots, Plans Subconsultant Fees Travel (lodging, rental car, per diem)



#### **CLIENT INFORMATION FORM**

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE:
COMPANY NAME:
BILLING ADDRESS:
PHONE:
FAX:
E-MAIL:
BILLING CONTACT NAME & TITLE:
BILLING CONTACT EMAIL:
BILLING CONTACT PHONE:
CLIENT REPRESENTATIVE:
IS CLIENT THE OWNER OF THE SUBJECT PROPERTY? YES: NO:
(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)
Is the property accessible?
If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?
NAME AND PHONE NUMBER:
I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.
SIGNATURE:
DATE:

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

ITEM TITLE: Resolution 2023-080 Patricia Avenue Water Main

and Services Installation – EJCDC Standard Form of Agreement First Amendment – D B Civil

**Construction LLC** 

MEETING DATE: Thursday, December 14, 2023

DATE SUBMITTED: Wednesday, November 29, 2023

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

BRIEF NARRATIVE: Resolution 2023-080 After approval of contract documents for the Patricia Avenue water main project on October 12, 2023 by Fruitland Park City Commission, the documents were forwarded to D B Civil construction for signatures. After they were received by them, they pointed out that the retainage amount for the contract was set at 10% and asked that the retainage amount be reduced to five percent as directed by state statute. This is the same contract being re-presented to city commission with the only change being the reduction of retainage being changed from 10% to five percent.

The previous contract signed by the commission on October 12, 2023 will be replaced by the December14, 2023 contract. Subsections 5.1.1 and 5.2.1 show 95% reflecting a 5% retainage as per state statute. Subsections 8.7 and 8.8 reflect the project being Patricia Avenue rather than the original contract that was sent to them that stated the project being Spring Lake Road.

**FUNDS BUDGETED:** \$244,900 (40533-60612 "PATAV")

**ATTACHMENTS:** Proposed resolution (forthcoming), original

contract between the City of Fruitland Park and D B Civil Construction approved and signed by city commission on October 12, 2023 for water main construction on Spring Lake Road and amended contract for water main construction on Patricia

Avenue.

**RECOMMENDATION:** Approve Resolution 2023-080

ACTION: Adopt Resolution 2023-080

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

THIS AGRE	<b>EMENT</b> is dated as of the_	14	day of	December	in the year
2023	_by and between	The Cit	y of Fruitland	Park	_(hereinafter called
OWNER) and	D B Civil Constru	uction LLC		(hereinafter ca	led CONTRACTOR).
OWNER and	CONTRACTOR, in consider	ation of the	mutual covenant	s hereinafter set f	orth, agree as follows:
Article 1. V	VORK.				
	OR shall complete all Work a cribed as follows:	as specified	d or indicated in t	he Contract Doc	uments. The Work is
•	nerally includes the furnisher main and services as sho	•	•	and equipment fo	or the construction

#### **Article 2. ENGINEER.**

Engineer: Halff 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 One Thousand dollars (\$1,000.00) 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 One Thousand dollars (\$1,000.00) 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:	
Two hundred and forty-four thousand, nine hundred dollars	

\_\_ (use words)

\$	244,900	(dollars).
Ψ	15	(aciiaio).

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 Statue 218.735 covering timely payment for purchases of constructions services.

- 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 <u>30th</u> 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.
  - 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % 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:

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 form 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: <a href="mailto:ecoulson@fruitlandpark.org">ecoulson@fruitlandpark.org</a>, 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 Date of the Agreement).		December 14, 2023,	(which is the Effective	
OWNER:	City of Fruitland Park	CONTRACTOR	₹	
BY:Title: M	layor	BY:Title & Co	rporate Seal	
Attest:		Attest:		
Esther Co	ulson-City Clerk	Address for giving	notices:	
Address for o	giving notices:			
West Berkma	and Park 506 an Street rk, Florida 34731	Ac	ddress	

### **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 Prin of Business):	cipal Place
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, su each cause this Performance Bond to be duly executed on its be		
CONTRACTOR AS PRINCIPAL Company: (Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:Name and Title:	Signature: Name and Title: (Attach Power of Attorney)	
(Space is provided below for signatures of additional parties, if	required.)	
CONTRACTOR AS PRINCIPAL (Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:Name and Title:	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 in
- 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 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.

#### 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 Prior of Business):	ncipal Place
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 le Payment Bond to be duly executed on it		ect to the terms printed on the reverse side h officer, agent, or representative.	nereof, do each cause this
CONTRACTOR AS PRINCIPAL			
		SURETY	
Company:	(Corp. Seal)	SURETY Company:	(Corp. Seal)
Company: Signature: Name and Title:			
Signature:		Company:  Signature:  Name and Title: (Attach Power of Attorney)	
Signature:Name and Title:		Company:  Signature:  Name and Title: (Attach Power of Attorney)	, ,
Signature:  Name and Title:  (Space is provided below for signatures		Company:  Signature:  Name and Title: (Attach Power of Attorney) equired.)	
Signature:  Name and Title:  (Space is provided below for signatures  CONTRACTOR AS PRINCIPAL	of additional parties, if re	Company:  Signature:  Name and Title: (Attach Power of Attorney) equired.)  SURETY	

#### 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 pthereto.
- 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):

#### **RESOLUTION 2023-058**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BID FROM DB CIVIL CONSTRUCTION LLC AND EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE IN THE AMOUNT OF \$244,900.00 FOR PATRICIA AVENUE WATER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fruitland Park will be installing a 6" water main along Patricia Avenue between Shiloh Street at the north, and Lewis Street to the south; and

**WHEREAS**, Halff prepared engineered drawings for the improvements, and CDBG grant funding was received to fund a portion of the new water main; and

**WHEREAS**, the City issued ITB 2023-02 to receive bids for construction of the new water main and related improvements, and DB Civil Construction LLC was the lowest, responsive, responsible bidder; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the bid from and the contract with DB Civil Construction LLC.

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

Section 1. The Bid from DB Civil Construction LLC, and the EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price in the amount of \$244,900.00, a copy of which is attached, is approved.

Section 2. The Commission authorizes the Mayor to execute the Standard Form of Agreement.

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

PASSED AND RESOLVED this 12<sup>th</sup> day of October 2023, 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 DeGrave	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	/ (Yes),	(No),	(Abstained), _	(Absent)
Commissioner Bell	(Yes),	(No), _	(Abstained),	(Absent)
Commissioner Mobilian	/_(Yes),	(No),	(Abstained),	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

## **ORIGINAL**

#### SECTION 00300 BID FORM

DATE S	UBMITTED:	Septe	mber 4th, 2023		
PROJE	CT IDENTIFIC	CATION:	CITY OF FRUITLAND PATRICIA AVENUE CITY OF FRUITLAND PA		
NAME (	OF BIDDER:	DB Civil	Construction, LLC		
BUSINE	ESS ADDRES	S:4475	US 1 South, Ste 707		
		St. Au	gustine, FL 32086		<del></del>
Telepho	one Number: _	386-2	56-7460		
CONTR	ACTOR'S FLO	ORIDA LIC	CENSE NO.: CUC122464	4	
THIS BI	ID IS SUBMIT	TED TO:	Gary LaVenia City Manager CITY OF FRUITLAND I 506 West Berkman Str Fruitland Park, FL 34	reet	
	agreement wit Work as spec	th Owner in ified or in ed in this	er proposes and agrees, n the form included in the d dicated in the Contract Do Bid and in accordance	Contract Documents to ocuments for the Bid P	perform and furnish all rice and within the Bid
	Instructions to security. This opening. Bidd	Bidders, Bid will r er will sigr d other do	ne terms and conditions of including without limitation in acceptant and deliver the required of the Bitice of Award.	on those dealing with nce for ninety (90) day number of counterparts	the disposition of Bid ys after the day of Bid s of the Agreement with
			Bidder makes all represent d represents that:	ations required by the	Instructions to Bidders
			mined and carefully studie of which is hereby acknow		ents and the following
	No		Dated	No	Dated
	No		Dated	No	Dated
	No		Dated	No	Dated
	No		Dated	No	Dated
	No		Dated	No	Dated
	No.		Dated	No.	Dated

- (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.

# City of Fruitland Park Patricia Avenue Schedule of Unit Prices

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

item #	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$35,000.00	\$35,000.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Survey/As-builts	1	LS	\$ 9,000.00	\$9,000.00
4	Site Demo	1	LS	\$12,000.00	\$12,000.00
5	Silt Fence	830	LF	\$2.00	\$1,660.00
9	Earthwork/Fill	1	LS	\$10,000.00	\$10,000.00
10	Sod	950	SY	\$ 6.00	\$5,700.00
11	Repair Existing	1	LS	\$12,000.00	\$12,000.00
12	Testing	1	LS	\$1,500.00	\$1,500.00
13	Ribbon Curb	12	LF	\$60.00	\$720.00
14	Watermain Fittings	1	LS	\$12,000,00	\$12,000.00
15	Fire Hydrant Assembly	2	EA	\$8,000.00	\$16,000.00
16	Wet Tap Existing Watermain	1	EA	\$1,000.00	\$1,000.00
17	Temporary Jumper Connection	1	EA	\$2,000.00	\$2,000.00
18	Connect to Existing Watermain	1	EA	\$ 2,000.00	\$2,000.00
19	6 x 6 Tapping Sleeve	1	EA	\$ 6,000.00	\$2,000.00
20	6" Main Cap	1	EA	\$ 600.00	\$2,000.00
21	1" Water Service	1020	LF	\$ 41.00	\$ 41,820.00
22	6" Watermain	880	LF	\$ 60.00	\$52,800.00
23	2" ARV	1	EA	\$ 4,200.00	\$4,200.00
24	2" Watermain Cap	4	EA	\$ 150.00	\$600,00
25	Water Meter	6	EA	\$ 800.00	\$ 4,800.00
26	2" PVC Watermain	10	LF	\$ 50.00	\$500.00
	Subtotal				\$241,900.00
	110% Payment & Performance Bond				\$3,000.00
	Total Price				\$244,900.00

TOTAL BASE BID PRICE for the contract sum (Sum of items 1-26 and Bond)

Two Hundred Fort Four Thousand Nine Hundred Dollars and No Cents.	\$	\$244,900.00	
(In Words)	-	(In Figures)	

NAME OF BIDDER:	DB Civil Construction, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

#### **SOLE PROPRIETORSHIP**

Not Applicable		(SEAL)
	(Individual's Signature)	
Not Applicable		_ (SEAL)
	(Individual's Name)	
Doing Business as:	Not Applicable	
Business Address:_	Not Applicable	
	Not Applicable	
Telephone No.:	Not Applicable	
Florida License No.:		

NAME OF BIDDER: DB Civil Construction, LLC

#### <u>A PARTNERSHIP</u>

Not Applicable		(SEAL)
	(Partnership Name)	
Not Applicable		
Not Applicable	(General Partner's Signature)	
	(General Partner's Name)	
Doing Business as:	Not Applicable	
Business Address:	Not Applicable	
	Not Applicable	
Telephone No.:	Not Applicable	
Florida License No.:_		

NAME OF BIDDER: DB Civil Construction, LLC

A CORPORATION	
DB Civil Construction, LLC	(SEAL)
(Corporation	· · · · · · · · · · · · · · · · · · ·
Florida	
(State of Incor	poration)
Connie Baylor	
(Name of Person Au	horized to Sign)
Manager	
(Title	
Com Baylor	
(Authorized S	ignature)
CORPORATE SEAL)  ATTEST  Oslow  (Secreta	and)
Verminal visit	
Doing Business as: DB Civil Constru	Jetion, LLC
Business Address: 4475 US 1 South,	Ste 707, St. Augustine, FL 32086
386-256-7460 Telephone No.:	
Corporation President Connie Baylo	r
Florida License No.: CUC12240	544

NAME OF BIDDER: DB CIVIL CONSTRUCTION . LLC

	e	(SEAL)
	(Name)	
ByNot Applicab	le	
	(Address)	
By Not Applicab	le	(SEAL)
2000 NO. 100 N	(Name)	
ByNot Applicab	le	
_	(Address)	
Doing Business as	Not Applicable	
Business Address:	Not Applicable	
	Not Applicable	
Telephone No.:	Not Applicable	
Florida License No	Not Applicable	
corporation that is	er must sign. The manner of signing for a party to the joint venture should be in the connection with the Surety which is pro	he manner indicated above)
corporation that is List the following ir Surety's Address:	a party to the joint venture should be in t	he manner indicated above)
corporation that is  List the following ir  Surety's Address:  Surety's Name:	a party to the joint venture should be in to connection with the Surety which is pro	he manner indicated above)
corporation that is  List the following ir  Surety's Address:  Surety's Name:	a party to the joint venture should be in to connection with the Surety which is provoted Applicable	he manner indicated above)
corporation that is List the following ir Surety's Address:	a party to the joint venture should be in to connection with the Surety which is proved the Not Applicable  Not Applicable	he manner indicated above)
corporation that is  List the following ir Surety's Address:  Surety's Name:  Surety's Address:	a party to the joint venture should be in to connection with the Surety which is provoted Applicable  Not Applicable  Not Applicable	he manner indicated above) viding the Bid Bond. Surety

**END OF SECTION** 

#### SECTION 00410 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DB Civil Construction, LLC
as Principal, and Western Surety 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 (5%) of Total Amount Bid (5% TAB) 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 25th day of August , 20 23 .

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** – **Patricia Avenue**.

#### 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
  - 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):

.

Surety (Print Full Name):

DB Civil Construction, LLC

C C ...

By: (L.S.)

Attest: Dufu ellu Gudon

Western Surety Company

Surety's Name and Corporate Seal

G. Mulah

Signature (attach power of attorney)

Title: Sean McCauley Jr., Attorney-in-Fact

(Seal)

Attest: Signature and Title Ashlyn Simchik, 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.

END OF SECTION

## Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Claudia Nunez, Sean McCauley Jr, Bridget Truxillo, Sam Duckett, Katie Rooney, Ashlyn Simchik, Sarah Timmons, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of May, 2023.

WESTERN SURETY COMPANY

SEAL SORRES

State of South Dakota
County of Minnehaha

On this 31st day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

GAN NOTARY PUBLIC GAN
SOUTH DAKOTA GAN

M. Bent, Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of August 2003



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

Form F4280-4-2023



Bepartment of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twelfth day of May, 1994

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CR2EO22 (2-91)

Jim Smith

Secretury of State

### **NOTARY ACKNOWLEDGEMENT**

State of <u>Texas</u>	
County of <u>Dallas</u>	
person(s) whose name(s) is (is or are) subscrib	before me, <u>Ashlyn Simchik</u> (name of notary) known to me (or satisfactorily proven) to be the bed to the within instrument and acknowledged tha e for the purposes therein contained.
In witness whereof, I hereunto set my hand.	
Date: Angust 25, 2023	
Arly Simanik Notary Public	ASHLYN SIMCHIK NOTARY PUBLIC
Print Name: <u>Ashlyn Simchik</u>	STATE OF TEXAS MY COMM. EXP. 06/05/27
Notary ID: <u>13433618-2</u>	NOTARY ID 13433618-2
My Commission Expires:	
June 5, 2027	

## END OF SECTION SECTION 00301 QUESTIONNAIRE

DATE 9/5/2023

PROJECT IDENTIFICATION:

City of Fruitland Park - Patricia Avenue

NAME OF BIDDER: DB CIVIL CONSTRUCTION

BUSINESS ADDRESS: 4475 US 1 South, STE 707, St. Augustine, FL 32086

TELEPHONE NO.: 386-256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

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? 0
- 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?

SEE Attached List

- 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:

City of Davenport, St. Johns County, City of Winter Haven, Putnam County, City of Ormond Beach.

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?
Yes. None that I am currently aware of.

6.	Will you Subcontract any part of this Work? If so, describe which portions:
MOT, Test	ring, Silt Fence, Survey
7.	What equipment do you own that is available for the Work?
PLEASE SE	EE ATTACHED LIST
8.	What equipment will you purchase for the Work?
NO	
9.	What equipment will you rent for the Work?
NO	
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).
Will be pr	rovided if awarded.
11.	State the true and exact, correct, and complete name under which you do business. Bidder is:
DB Civil (	Construction, LLC
	END OF SECTION
	00301-2
	SECTION 00301-A SUBCONTRACTOR LISTING
List a	Il proposed Subcontractors to be used for this Project.
	Name: Address:

,

#### SECTION 00301-A SUBCONTRACTOR LISTING

List all proposed	Subcontractors to be used for this Project.	
Firm Name: Address: Telephone No: Trade:	AcmeBarricades  ( ) -  mot Estimated Dollar Amount:	STBP
Firm Name: Address: Telephone No: Trade:	Tomahawk Survey  ( ) - Survey  Estimated Dollar Amount	TBO
Firm Name: Address: Telephone No: Trade:	Superior Sod Farms  ( ) -  Estimated Dollar Amount	- STBID
Firm Name: Address: Telephone No: Trade:	( ) - Estimated Dollar Amount	  : <b>\$</b>
Firm Name: Address: Telephone No: Trade:	( ) - Estimated Dollar Amount	
Firm Name: Address: Telephone No: Trade:	( ) - Estimated Dollar Amount	
Firm Name: Address: Telephone No: Trade:	( ) - Estimated Dollar Amount	  :: _ <b>\$_</b> _

#### SECTION 00420 CORPORATE RESOLUTION

	, Secretary of	B Civil Construction, LLC	
		the State of Florida	, hereby
Co. To the second of		the Corporation duly called	
August 28th	, 20 <sup>23</sup> at which a quorum	was present and acting thr	oughout, the
following resolutions were add	pted and are now in full force	and effect:	
RESOLVED that the fo	ollowing individuals of this corp	poration are authorized to exec	cute on behalf
of this corporation a Bid ar	nd Agreement to DB Civil C	Construction, LLC for the co	enstruction of
City of Fruitland Park- Patricia		<del></del>	
I for whom powify that the	romes of the officers of this	correction and any other person	
-		corporation and any other pers	sons
I further certify that the			sons
-		atures are as follows:	
authorized to act under this re	solution and their official signa	atures are as follows:	
authorized to act under this re	solution and their official signal	atures are as follows:  OFFICIAL SIGNATU	
authorized to act under this re	solution and their official signal	atures are as follows:  OFFICIAL SIGNATU	
authorized to act under this re	solution and their official signal	atures are as follows:  OFFICIAL SIGNATU	
authorized to act under this re  NAME  Dalton Baylor	OFFICE  Manager	atures are as follows:  OFFICIAL SIGNATU	IRE

**END OF SECTION** 

Patricia Avenue ITB 2023-02

#### NON-COLLUSION DECLARATION

l,	Connie Baylor		, hereby declare that I am
		(NAME)	
N	Manager	of	DB Civil Construction, LLC
	(TITLE)		(FIRM)
of	St. Augustine, Florida		
		(CITY AND STA	TE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

#### I further declare that:

- 1. The price(s) and amount of this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
- 2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- 3. No attempt has been made or will be made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitted a complementary bid, or agreeing to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements or representations made in this Declaration.

Patricia Avenue ITB 2023-02

8. I affirm that the firm has informed the County in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm for violation of state or federal anti-trust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

crimes while in	the employ of another con	pany.			
I declare unde	r penalty of perjury that the	foregoing is t	crue and	d correct.	<u></u>
				Autho	rized Signature
				8-30-	23
	Florida			Date Signed St. Johns	
State of: Sworn to and	subscribed before me this	-	nty of: ofS	eptember	20 23
Personally kn	Signature of Notary	ntification_	(Spe	Motary  Motary  Com  My Cor	NIFER-ELLEN GORDON Public - State of Florida Imission # GG 342856 nm. Expires Oct 4, 2023 ugh National Notary Assn.

## SECTION 00480 NONCOLLUSION AFFIDAVIT

STA	ATE OF Florida	
co	UNTY OF St. Johns	
Co	onnie Baylor, being first duly sworn deposes and says that:	
1.	He is the Manager , of DB Civil Construction, LLC , 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 Cm Bay	
FI	Sworn and subscribed to before me this 5 day of September , 20 23, in the State of orida , County of St. Johns	
My	Commission Expires: 10-4-23  Notary Public  JENNIFER-ELLEN GORDON Notary Public - State of Florida Commission # GG 342856 My Comm. Expires Oct 4, 2023 Bonded through National Notary Assn.	

**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

ON-

**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 Com Bay	Date Signed9/5/2023	
Printed Name_Connie Baylor	Title Manager	
TitleManager	Telephone Number ( 388) 256-7460	
CompanyDB Civil Construction, LLC	Fax Number ( )	
Address 4775 US 1 South, Ste 707	City/State St. Augustine Zip 32086	
Email Estimating@dbcivilconstruction.com		

	DRUG FREE WORKPLACE CERTIFICATE			
I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,				
	(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.			
corpo	"As a person authorized to sign this statement, I certify that the above-named business, firm or ration complies fully with the requirements set forth herein."  Authorized Signature  8-30-23			
State	of:  Date Signed			
Count	y of: St. Johns			
Sworr	n to and subscribed before me this 9 day of September , 20 23			
Perso	nally knownX_or Produced Identification			
Signature of Notary  My Commission Expires 10-4-23  (Specify Type of Identification)  JENNIFER-ELLEN GORDON Notary Public - State of Florida Commission 4 G 342856				
1101.73	Bonded through National Notary Assn.			

END OF DOCUMENT

#### Section 3 Certification of Intent to Comply

55.01.11.01.11.11.01	Section 3 Intent to Comply
DB Civil Construction, LLC	, Contractor, agrees to implement the following specific
affirmative action steps directed a	at increasing the use of Section 3 Workers and Section 3 Business
Concerns within the County of Wa	shington.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - 2. Participants in YouthBuild Programs, and
  - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a bid basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 Workers and Section 3 Business Concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
- K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- L. To submit reports to the <u>RACW</u> and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

#### **Contractor Certification**

As an officer and representative of	DB Civil Construction, LLC	[Name of Contractor]						
On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.								
Connie Baylor, Ma	nager							
Name and Title o	of the Authorized Representative (pri	nt or type)						
Com Boxx		9/5/2023						
Signature of Authorized Rep	resentative	Date						

#### **Section 3 Business Certification**

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. Washington County considers this form adequate documentation of Section 3 status.

Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

siness being certified:
mpany: DB Cwil Construction, LC
dress: 4475 us 15 Ste 707
oject information: St. augus Line 74, 32086
oject Name: Padvicia avenu
oject Address: City of Truit and Park
ction 3 determination
<ol> <li>Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?</li> <li>*Please reference https://www.huduser.gov/portal/datasets/il.html (select relevant income area to determine limits) to determine if employee is less than 80% of the current area median income.</li> </ol>
( )Yes (刈No
2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?
(x)Yes ( )No
iny of the questions above are marked "yes", the business qualifies as a Section 3 business.
derstand that businesses who misrepresent themselves as Section 3 business concerns and report false ormation to [insert name of recipient/grantee] may have their contracts terminated as default and be barred m ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that e following information is correct to the best of my knowledge.
nt Name: Connie Baylor, Manager Date: 9/5/2023



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Laura Bell PRODUCER (386) 323-9117 PHONE (386) 333-6137 Brown & Brown of Florida, Inc.

E-MAIL				
INSURED  DB CIVIL CONSTRUCTION, LLC INSURER C: XL Specialty Insurance Company  4475 US-1 SOUTH SUITE 707  INSURER D: Bridgefield Casualty Insurance Company  1898 INSURER C: XL Specialty Insurance Company  1033				
INSURED  DB CIVIL CONSTRUCTION, LLC  INSURER C: XL Specialty Insurance Company  3788  4475 US-1 SOUTH SUITE 707  INSURER D: Bridgefield Casualty Insurance Company  1033	1			
DB CIVIL CONSTRUCTION, LLC  INSURER C: XL Specialty Insurance Company 3788  4475 US-1 SOUTH SUITE 707  INSURER D: Bridgefield Casualty Insurance Company 1033				
4475 US-1 SOUTH SUITE 707 INSURER D: Bridgefield Casualty Insurance Company 1033	,			
	5			
HOUNCE C.				
ST. AUGUSTINE FL 32086 INSURER F:	$\neg$			
COVERAGES CERTIFICATE NUMBER: 2023-24 REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS				
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,				
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSR Type DE INSURANCE ADDLISUBR POLICY NUMBER ADDLISTORY POLICY FOR THE PROPERTY OF THE PROPE				
LTR 1996 OF INSURANCE INSO WVD POLICENUMBER (MMIDDITYTY) MMIDDITYTY)	-			
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CLAIMS-MADE OCCUR				
MED EAT YARY ONE BESON				
A EPK-144435 06/28/2023 06/28/2024 PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:  GENERAL AGGREGATE \$ 2,000,000				
PRODUCTS - COMP/OP AGG S 2,000.000				
OTHER:  Pollution s \$1m/\$1m  COMBINED SINGLE LIMIT s 1,000,000				
(Ea accident) 3 1,000,000				
ANY AUTO  BODILY INJURY (Per person) \$				
B CWNED SCHEDULED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY NON-SWNED 5185713701 06/28/2023 06/28/2024 B0DILY INJURY (Per accident) S PROPERTY DAMAGE				
AUTOS ONLY AUTOS ONLY (Per acodent)				
PIP \$ 10,000				
UMBRELLA LIAB X OCCUR  EACH OCCURRENCE S 4,000,000				
A X EXCESS LIAB   CLAIMS-MADE   EFX-123205   06/28/2023   06/28/2024   AGGREGATE   \$ 4,000,000				
DED RETENTION \$ 0				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY				
ANY PROPRIETOR/PARTNER/EXECUTIVE 5 1,000,000				
(Mandatory in NH)				
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT S 1,000,000				
Equipment Floater				
C UM00116969MA23A 06/28/2023 06/28/2024 Leased/rented \$250,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)				
SEE NOTES FOR POLICY COVERAGE FORMS				
PROJECT: POWELL TOWNHOMES & STORAGE SITEWORK, CR 142/POWELL RD., WILDWOOD, FL 34785.				
CERTIFIED GENERAL CONTRACTORS, INC. IS ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.				
CERTIFICATE HOLDER CANCELLATION				
CARCLEDATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR	E			
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	ACCORDANCE WITH THE POLICY PROVISIONS.			

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Ja Sy

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

#### **BAYLOR, CONNIE**

DB CIVIL CONSTRUCTION, LLC 1142 ATHLONE WAY ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at 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.

# State of Florida

## Woman Business Certification

## DB Civil Construction, LLC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 05/17/2022 05/17/2024

J. Todd Inman

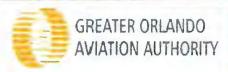
Florida Department of Management Services



Office of Sup 4050 Esplanade V Tallahas









## Florida Unified Certification Program

# isadvantaged Business Enterprise (DB Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:
237110



Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation









4475 US1 S, Suite 707

St. Augustine, FL

32086

#### REFERENCES

Entity: FDOT - Project #427986-1-72-20

Location: Volusia County, FL

Contract Cost: \$413,864.50

Job Description: Storm Drain

Job Name: Volusia Drainage Repair

Start Date: January 2020

Contact: Charles Long - (407) 415-0764

Entity: City of Davenport

Location: Davenport, FL

Contract Cost: \$6,200,000.00

Job Description: 60,000 linear feet of water

main replacement

Job Name: Davenport WM Replacement

Start Date: October 2019

Contact: Aaron Perschan – (863) 270-1292

Entity: City of Casselberry

Location: Seminole Blvd, Casselberry, FL

Contract Cost: \$1,530,015.00

Job Description: Force main rehab

Job Name: Seminole Blvd FM Rehab

Start Date: January 2019

Contact: Lynn Jarrell – (407) 773-3203

Entity: Volusia County

Location: Halifax Plantation, Ormond

Beach, FL

Contract Cost: \$251,250.00

Job Description: 6" Concrete main

Job Name: Halifax Plantation

Start Date: November 2019

Contact: Scott Mays – (386) 943-7027

Entity: City of Winter Haven

Location: City of Winter Haven, FL

Contract Cost: \$1,700,000.00

Job Description: Gravity sewer, lift station,

water main & fiber

Job Name: Winter Haven Reg. Airport

Utilities

Start Date: October 2019

Contact: Ron Bach - (863) 287-3928

Entity: City of St Augustine

Location: Riberia - Dehaven Street, St

Augustine, FL

Contract Cost: \$1,503,299.00

Job Description: 15" & 18" storm, 8" sewer

and 6" water

Job Name: Lincolnville Utility Rehab

Start Date: July 2020

Contact: Jes Beach - (904) 209-4227

Entity: City of Orlando – IFB19-0005

Location: Plaza Terrace Drive

Contract Cost: \$850,000.00

Job Description: 8" sanitary sewer

Job Name: Plaza Terrace Dr. Sew Replacement

Start Date: June 2019

Contact: Adam Walosik – (407) 246-3528

Entity: Augustine Development Group

Location: Comares Ave, St Augustine, FL

Contract Cost: \$615,975.00

Job Description: SD, WM, SM

Job Name: Cortez on the Water

Start Date: February 2019

Contact: Brian Greiner – (904) 347-8331

Entity: FDOT/Superior Construction –

Project 440557-7-52-01

Location: A1A Flagler County Seawell, FL

Contract Cost: \$1,197,000.00

Job Description: 5369 FL – 12" PVC water

main, 850 LF of 8" gravity sewer

Job Name: SR A1A

Start Date: February 2019

Contact: David Blair – (352) 208-3762

Entity: FDOT – Project 41021667207

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$120,000.00

Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386) 758-3798

Entity: FDOT – Project 41021677204

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$162,000.00

Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386) 758-3798

Entity: City of Holly Hill

Location: 7th Street, Holly Hill, FL

Contract Cost: \$300,000.00

Job Description: Storm sewer

Job Name: 7th St Drainage Improvements

Start Date: December 2017

Contact: Walt Smyser - (386) 348-9463

Entity: FDOT

Location: SR 483, Volusia County

Contract Cost: \$419,755.00

Job Description: Ditch grading

Job Name: Volusia SR 483 Ditch Grading

Start Date: October 2019

Contact: Charles Long – (407) 415-0764

Entity: Volusia County Utility

Location: Volusia County, FL

Contract Cost: \$251,250.00

Job Description: Concentrate Main

Job Name: Halifax Concentrate Main

Start Date: August 2019

Contact: Inga Fegley – (386) 626-6623

Entity: City of DeLand

Location: DeLand, FL

Contract Cost: \$681,837.24

Job Description: Reclaimed Water Main Ext

Job Name: DeLand RCWM Phase 4

Start Date: March 2020

Contact: Keith Ringer – (386) 761-6810

Entity: Town of Orange Park

Location: Orange Park, FL

Contract Cost: \$45,670.00

Job Description: Force Main

Job Name: Grove Park & Gano Force Main

Start Date: March 2020

Contact: Eric Sanders – (904) 448-5300

Entity: Putnam County

Location: Putnam County, FL

Contract Cost: \$272,301.60

Job Description: Drainage Improvements

Job Name: East Lar Lane Drainage Outfall

Start Date: January 2021

Contact: Mike Rodriguez – (386) 329-0346

Entity: Putnam County

Location: Putnam County, FL

Contract Cost: \$407,150.00

Job Description: Drainage Improvements

Job Name: E Towles Rd Drainage

Start Date: January 2021

Contact: Mike Rodriguez – (386) 329-0346

Entity: Haskell

Location: Tavares, FL

Contract Cost: \$193,760.00

Job Description: WL

Job Name: Tavares Seaplane

Start Date: January 2021

Contact: Anna Goodwin – (850) 320-5575

**Entity: Superior Construction** 

Location: Nassau County, FL

Contract Cost: \$164,239.86

Job Description: Increase lanes

Job Name: FDOT SR200 Improvements

Start Date: April 2020

Contact: Billy Jennings – (386) 984-6281

Entity: North FL RV Storage, LLC

Location: St. Augustine, FL

Contract Cost: \$42,098.00

Job Description: Drainage & Roadway

Restoration

Job Name: Ocean Grove Boat RV Storage

Start Date: March 2020

Contact: Bart Piniaz - (904) 392-3007

Entity: City of Bunnell

Location: Bunnell, FL

Contract Cost: \$650,000.00

Job Description: Sewer Improvements

Job Name: Westside Sewer Improvements

Start Date: November 2018

Contact: Billy Baker – (386) 237-8244

Entity: City of Bunnell

Location: Bunnell, FL

Contract Cost: \$686,326.00

Job Description: Sewer Improvements

Job Name: Southside Sewer Improvements

Start Date: March 2019

Contact: Billy Baker – (386) 237-8244

Entity: Superior Construction

Location: Orlando, FL

Contract Cost: \$54,750.00

Job Description: Connection Improvements

Job Name: FDOT I4 Direct Connect

Start Date: December 2019

Contact: Adam Brown - (407) 398-9712

Entity: Nassau County

Location: Nassau County, FL

Contract Cost: \$104,870.00

Job Description: Remove and replace a

failing cross drain

Job Name: Citrona Storm Drain Repair

Start Date: April 2020

Contact: David Hearn – (904) 530 - 6175

Entity: Orange County BOCC

Location: Orange County, FL

Contract Cost: \$1,530,004.00

Job Description: FM

Job Name: Summerlake Park FM Y18-741

Start Date: December 2019

Contact: Kameron Thomas – (407) 450-0116

Entity: City of Daytona Beach

Location: Daytona Beach, FL

Contract Cost: \$381,132.00

Job Description: Irrigation, drainage, borrow

material, grading and turf installation.

Job Name: Derbyshire Park Phase III

Start Date: March 2020

Contact: Mark Veenstra - (386) 671-8120

Entity: City of Winter Haven

Location: Winter Haven, FL

Contract Cost: \$527,492.04

Job Description: Site Stripping, drainage,

and access road construction.

Job Name: Winter Haven Access Road

Start Date: January 2020

Contact: Ron Bach – (863) 287-3928

Entity: City of Dade City

Location: Dade City, FL

Contract Cost: \$2,548,980.00

Job Description: Stormwater management ponds, construction of stormwater pipes and drainage structures, paving, sodding, and

ancillary activities.

Job Name: Dade Oaks Flood Detention

Facility

Start Date: July 2022

Contact: Tina Mauriello (813) 714-9237



- ❖ Caterpillar 252B
- ❖ Caterpillar 335
- ❖ Caterpillar 740
- ❖ John Deere 135
- ❖ John Deere 210G
- ❖ John Deere 324E
- ❖ John Deere 550 LGP
- ❖ John Deere 672G
- ❖ Linkbelt 235
- ❖ Loader 544
- ❖ BB250 Pull Behind Broom
- ❖ 24" Milling Head

#### **EJCDC**

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

THIS AGRE	<b>EMENT</b> is dated as of the	12	_day of <sup>0cto</sup>	ber	in the year
2023	_by and between	The City o	fFruitland Pa	ark (hereina	fter called
OWNER) and	D B Civil Constru	ction LLC	(	hereinafter called CON	TRACTOR).
OWNER and 0	CONTRACTOR, in conside	ration of the mu	tual covenants h	ereinafter set forth, agre	e as follows:
Article 1. W	IORK.				
	DR shall complete all Work cribed as follows:	as specified or	indicated in the	Contract Documents.	The Work is
	nerally includes the furnisler main and services as sh			equipment for the cor	nstruction
Article 2. El	NGINEER.				
Engineer:	Halff Associat 902 North Sind Tavares, Flori	clair Avenue			
and authority	to act as OWNER's represassigned to ENGINEER in with the Contract Docum	the Contract Do			
Article 3. C	ONTRACT TIMES.				
3.1	The Work will be substant in accordance with paragedates:				
	Substantial Completion -	150 calendar da	ays after the issu	ance of the Notice to Pr	oceed.
	Final Completion - 30 call time of 180 days.	endar days afte	r the substantial	completion date for a to	tal contract
3.2	Liquidated Damages. OV of this Agreement and the within the times specified accordance with Article 1 expense and difficulties it is not completed on time. CONTRACTOR agree the CONTRACTOR shall parexpires after the time special substantially complete. A refuse or fail to complete completion and readines OWNER, CONTRACTOR day	nat OWNER will in paragraph 3 12 of the General involved in provious Accordingly, in act as liquidated by OWNER One ecified in paragrafter Substantial in the remaining its for final payments.	suffer financial 1 above, plus a 1 Conditions. Th ing the actual los stead of requirin damages for de Thousand dolla aph 3.1 for Subs Completion, if C Work within the ent or any prope	loss if the Work is not come extensions thereof all ey also recognize the desired so suffered by OWNER gany such proof, OWN alay (but not as a penalty ars (\$1,000.00) for each tantial Completion until to CONTRACTOR shall need time specified in paragray rextension thereof grants	completed flowed in elays, if the Work IER and /) day that the Work is glect, aph 3.1 for steed by

Agreement

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.

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Two	hundred	and	forty-four	thousand,	nine	hundred	doll	as	 (use	words
\$ 244	4,900			(dolla	rs).					

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 Statue 218.735 covering timely payment for purchases of constructions services.

- - 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.
  - 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

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#### **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 contiquous 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 contiquous 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:

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 form 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: <a href="mailto:ecoulson@fruitlandpark.org">ecoulson@fruitlandpark.org</a>, 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 October 12, 2023  Date of the Agreement).	,(which is the Effective
OWNER: City of Fruitland Park	CONTRACTOR
BY: Mayor	BY: Title & Corporate Seal
Attest:Esther Coulson, City Clerk	Attest:
Address for giving notices:	Address for giving notices:
City of Fruitland Park 506 West Berkman Street Fruitland Park, Florida 34731	Address

00500-5

Agreement

### **Performance Bond**

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

CONTRACTOR (Name a	and Address):	SURETY (Name and Address of P of Business):	rincipal Place
OWNER (Name and Add	dress):		
CONTRACT Date: Amount: Description (Name and	Location):		
BOND Date (Not earlier than C Amount: Modifications to this Bo	·		
		reby, subject to the terms printed on the rever on its behalf by its authorized officer, agent o	
CONTRACTOR AS PRII	NCIPAL (Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:Name and Title:		Signature:  Name and Title:  (Attach Power of Attorney)	
(Space is provided below	v for signatures of additional pa	arties, if required.)	
CONTRACTOR AS PRII Company:	NCIPAL (Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:Name and Title:		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 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.

#### 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 Principa of Business):	l Place
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 legal Payment Bond to be duly executed on its b		o the terms printed on the reverse side hereoter, agent, or representative.	f, do each cause this
CONTRACTOR AS PRINCIPAL Company:	(Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:Name and Title:		Signature:Name and Title: (Attach Power of Attorney)	
(Space is provided below for signatures of	additional parties, if require	ed.)	
CONTRACTOR AS PRINCIPAL Company:	(Corp. Seal)	SURETY Company:	(Corp. Seal)
Signature:  Name and Title:		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.

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

ITEM TITLE: Budget Public Hearing – Resolution 2023-059 Final

**Adopted Millage FY 2023-24** 

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** December 6, 2023

**SUBMITTED BY:** city attorney/city manager/city treasurer

BRIEF NARRATIVE: To remedy Resolution 2023-059 adopting the final millage for FY 2023-2024. No changes will be made to millage rates, four votes are required. (There were three votes made on September 28, 2023). In addition, a correction to the percentage increase of millage to the roll back rate must be disclosed.

The City of Fruitland Park adopted a millage rate of 3.9134 which is 8.77% increase to the roll back rate of 3.5980 (8.06% as previously disclosed). This is the same millage as the last five years. The gross taxable value has been certified as \$1,022,647,846 which is a 7.84% increase over FY 2023 gross taxable value.

FUNDS BUDGETED: None

**ATTACHMENTS:** Proposed resolution and public hearing ads.

**RECOMMENDATION:** Recertify and obtain a minimum of four votes to

Resolution 2023-059 to comply with the Florida Department of Revenue; disclose the correct increase of 8.77%, and approve the States recommendation to remedy Resolution 2023-059.

ACTION: Adopt Resolution 2023-059 setting the final

adopted millage rate.

#### **RESOLUTION 2023-059**

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 2023-2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida on September 14, 2023 at 6:00 p.m. adopted Fiscal year 2023-2024 Tentative Millage following a public hearing as required by Florida Statute s.200.065; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida, held a public hearing on September 28, 2023 at 6:00 p.m. as required by Florida Statute s. 200.065; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida, subsequently held another public hearing on December 14, 2023 at 6:00 p.m. as required by law; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Fruitland Park, Lake County has been certified by the County Property Appraiser to the City Commission of the City of Fruitland Park as \$1,022,647,846.00.

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

- 1. The City Commission of the City of Fruitland Park, Florida does hereby ratify and set the final ad valorem millage rate for the City of Fruitland Park, Lake County, Florida, for the fiscal year 2023-2024 operating millage rate at 3.9134 mills, which is greater than the rolled back of 3.5980 mills by 8.77%.
- 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 14<sup>th</sup> day of December, 2023, at 6:00 p.m., or as soon thereafter, by the City Commission of the City of Fruitland Park, Florida.

	Chris Cheshire, Mayor City of Fruitland Park
Attest:	
Esther B. Coulson, MMC, City Clerk	

Mayor Cheshire Vice Mayor DeGrave Commissioner Bell Commissioner Mobilian Commissioner Gunter	(Yes), (Yes), (Yes), (Yes),	(No), (No), (No), (No), (No),	(Abstained),(Abstained),(Abstained),(Abstained),(Abstained),	(Absent)(Absent)(Absent)(Absent)(Absent)
First Reading September 14, Second Reading September 2 Final Adoption December 14	8, 2023			
Approved as to form and lega	lity:			
Anita Geraci-Carver, City Att	torney			

#### **BUDGET SUMMARY**

#### City of Fruitland Park - Fiscal Year 2023-24

THE PROPOSED OPERATING BUDGET EXPENDITURES FOR THE CITY OF FRUITLAND PARK IS 5.8% GREATER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund 3.9134

		GENERAL		CRA		PROJECTS		UTILITY		
Estimated Revenues:		FUND		FUND		FUND		FUND		TOTAL
Taxes: Millage per \$1,00			_		_		_		_	
Ad Valorem Taxes 3.9134	\$	3,801,929	\$	-	\$	-	\$	-	\$	3,801,92
Franchise & Utility Taxes		1,931,608		-		<del>.</del>		-		1,931,60
Other Taxes		529,881		-		1,107,589		-		1,637,47
Licenses & Permits		236,338		-		-		-		236,338
Intergovernmental Revenue		1,076,886		1,025,255		-				2,102,14
Charges for Services		1,737,728		-		-		2,111,358		3,849,086
Fines and Forfeitures		26,774		-		-		-		26,774
Miscellaneous Revenue		836,682		36,000		80,625		84,661		1,037,968
Other Financing Sources		-		-		-		-		
Debt Proceeds		-		-		-				
Total Revenues		10,177,826		1,061,255		1,188,214		2,196,019		14,623,314
Transfers In		993,663				-		496,195		1,489,858
Fund Balance/Reserves/Net Assets		-		-	1,053,214					1,053,214
Total Revenues,										
Transfers, & Balances	\$	11,171,489	\$	1,061,255	\$	2,241,428	\$	2,692,214	\$	17,166,386
Expenditures:										
General Government	\$	2,304,167	\$	44,570	\$	-	\$	-	\$	2,348,737
Public Safety		4,961,216		-		-		-		4,961,216
Physical Environment		713,275		150,000				2,194,655		3,057,930
Transportation		988,488		640,000		1,880,000		-		3,508,488
Economic Environment		-		82,000				-		82,000
Culture/Recreation		2,099,343		93,462		2,900		-		2,195,70
Other Financing Uses		-		· -		-		-		
Debt Service		-		-		-		497,559		497,559
Total Expenditures		11,066,489		1,010,032		1,882,900		2,692,214		16,651,635
Transfers Out				51,223		358,528		-		409,75
Fund Balance/Reserves/Net Assets		105,000		· -		-		-		105,000
Total Appropriated Expenditures										
Transfers, Reserves & Balances	\$	11,171,489	\$	1,061,255	\$	2,241,428	\$	2,692,214	\$	17,166,386
The tentative, adopted, and/or final	al budg	gets are on file	e in th	ne office of the	abo	ve mentione	ed tax	king authority	as a	oublic record.

#### NOTICE OF PROPOSED TAX INCREASE

# THE PREVIOUS NOTICE PLACED BY THE CITY OF CITY OF FRUITLAND PARK HAS BEEN DETERMINED BY THE DEPARTMENT OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The City of Fruitland Park has tentatively adopted a measure to increase its property tax levy.

#### Last year's property tax levy:

This year's proposed tax levy\$	4,002,030
C. Actual property tax levy\$	3,697,233
· ·	13,984
B. Less tax reductions due to Value Adjustment Board	
A. Initially proposed tax levy\$	3,711,217

All concerned citizens are invited to attend a public hearing on the tax increase to be held on: December 14, 2023

6:00 P.M.

at

City of Fruitland Park Commission Chambers 506 W. Berckman St Fruitland Park, Florida 34731

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

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

ITEM TITLE: Public Hearing - Resolution 2023-071 Pending

Ordinance - Develop Process for Live Local Act

Compliance

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community

development

**BRIEF NARRATIVE:** Resolution 2023-071 provides the notification of intent for the city to develop new processes and procedures for recently passed state legislation that preempts local comprehensive plans, zoning and land development regulations for certain mixed-use and multi-family projects [to address affordable housing for a period of at least 30 years].

FUNDS BUDGETED: None

**ATTACHMENTS:** Proposed resolution, staff report, brief summary

overview and advertising affidavit.

**RECOMMENDATION:** Approve Resolution 2023-071

ACTION: Adopt Resolution 2023-071

#### **RESOLUTION 2023-071**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; PROVIDING NOTICE TO THE PUBLIC OF A PENDING ORDINANCE AND DIRECTING STAFF TO DEVELOP AND PROCESS FOR ADOPTION AN ORDINANCE TO PROVIDE FOR CERTIFICATION OF COMPLIANCE OF AFFORDABLE HOUSING PROJECTS AND OTHER POTENTIAL LAND DEVELOPMENT REGULATIONS ADDRESSING AFFORDABLE HOUSING, MIXED-USE AND MULTI-FAMILY PROJECTS TO ADDRESS THE IMPACTS OF CHAPTER 2023-17, LAWS OF FLORIDA, KNOWN AS THE LIVE LOCAL ACT.

WHEREAS, recent amendments to state law as set forth in Chapter 2023-17, Laws of Florida, will preempt some provisions of local comprehensive plans, zoning and land development regulation provisions for certain mixed-use projects and multi-family projects having at least 40 percent of residential units within a project being affordable housing units for at least a 30-year period; and

WHEREAS, Chapter 2023-17, Laws of Florida, does not articulate how a proposed development is intended to evidence compliance with the affordable housing requirements necessary to benefit from the preemptions afforded under Chapter 2023-17, including prior to issuance of a building permit or certificate of completion, or at any time during the minimum 30 year period provided for in the new law or set forth any penalties for non-compliance and such should be required in order to ensure that the purpose of Chapter 2023-17, Laws of Florida, is achieved; and

WHEREAS, the staff is directed to prepare and process an ordinance to create city code or land development regulations, as applicable, to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects; and

WHEREAS, the goal is to have such pending ordinance considered and adopted within six (6) months from the effective date of this Resolution; and

WHEREAS, the City Commission wishes to place the public and all parties on notice that the City Commission is considering land development regulation amendments addressing the aforesaid matters; and

WHEREAS, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in Smith v. City of Clearwater, 383 So. 2d 681 (Fla. 2d DCA 1980), the City Commission declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing properties and proposed affordable housing projects, mixed-use projects and multi-family projects located within the unincorporated limits; and

WHEREAS, property owners and developers should be aware that provisions of the pending ordinance not yet adopted by the City Commission may be applied to any proposed development and/or development order applications delayed until the adoption and

effectiveness of such ordinance; thus, property owners and developers should not rely on existing City Code or Land Development Regulations in making investment and development related decisions; and

**WHEREAS,** the City Commission, in good faith, determines that this Resolution is in the best interest of the City and its residents and promotes the health, safety and welfare of the public.

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

<u>Section 1</u>. <u>Legal Findings.</u> The foregoing recitals are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park and are ratified and confirmed as being true and connect and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Staff Directive. The staff is directed to prepare and process an ordinance to create city code provisions or land development regulations to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects. The City Commission hereby implements the "pending legislation doctrine" in regard to such pending ordinance, and property owners and developers are hereby placed on notice of the same and of the recitals set forth in this Resolution.

Section 3. Effective Date. 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 \_\_\_\_\_\_, 2023, 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 DeGrave	_ (Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	_ (Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form and leg	gality:			
Anita Geraci-Carver, City A	ttorney			

### CITY OF FRUITLAND PARK STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

Date: October 28, 2023

#### Description

State law as set forth in Chapter 2023-17, Laws of Florida, will preempt some provisions of local comprehensive plans, zoning, and land development regulation provisions for certain mixed-use projects and multi-family projects having at least 40 percent of residential units within a project being affordable housing units for at least a 30-year period (See attached May 2023 Income and Rent Limits).

The law does not articulate how a proposed development is intended to evidence compliance with the affordable housing requirements necessary to benefit from the preemptions afforded under Chapter 2023-17, including prior to issuance of a building permit or certificate of completion, or at any time during the minimum 30 year period provided for in the new law or set forth any penalties for non-compliance and such should be required in order to ensure that the purpose of Chapter 2023-17, Laws of Florida, is achieved.

The staff is directed to prepare and process an ordinance to create city code or land development regulations, as applicable, to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023- 17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects.

The attached Resolution directs staff to prepare and process an ordinance to create any city code provisions or land development regulations (within six months) to require evidence of and ensure compliance with the affordable housing criteria.

#### Recommendation

Staff recommends approval.

#### Recommendation

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 5/15/2023

Effective: 5/15/2023 Implement on/before: 6/28/2023

2023 Income Limits and Rent Limits Florida Housing Finance Corporation

Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

the state of the s	Percentage		Income Limit by Number of Persons in Household											Rent Limit by Number of Bedrooms in Unit						
County (Metro) Category	1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5				
Lake County	20%	12,300	14,060	15,820	17,560	18,980	20,380	21,780	23,180	24,584	25,989	307	329	395	456	509	562			
(Orlando-Kissimmee-	25%	15,375	17,575	19,775	21,950	23,725	25,475	27,225	28,975	30,730	32,486	384	411	494	570	636	702			
Sanford MSA)	28%	17,220	19,684	22,148	24,584	26,572	28,532	30,492	32,452	34,418	36,384	430	461	553	639	713	786			
	30%	18,450	21,090	23,730	26,340	28,470	30,570	32,670	34,770	36,876	38,983	461	494	593	685	764	843			
33% 35% 40% 45% 50% 60%	33%	20,295	23,199	26,103	28,974	31,317	33,627	35,937	38,247	40,564	42,882	507	543	652	753	840	927			
	35%	21,525	24,605	27,685	30,730	33,215	35,665	38,115	40,565	43,022	45,480	538	576	692	799	891	983			
	40%	24,600	28,120	31,640	35,120	37,960	40,760	43,560	46,360	49,168	51,978	615	659	791	913	1,019	1,124			
	45%	27,675	31,635	35,595	39,510	42,705	45,855	49,005	52,155	55,314	58,475	691	741	889	1,027	1,146	1,264			
	50%	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950	61,460	64,972	768	823	988	1,141	1,273	1,405			
	36,900	42,180	47,460	52,680	56,940	61,140	65,340	69,540	73,752	77,966	922	988	1,186	1,370	1,528	1,686				
	70%	43,050	49,210	55,370	61,460	66,430	71,330	76,230	81,130	86,044	90,961	1,076	1,153	1,384	1,598	1,783	1,967			
Median: 85,700 80%	80%	49,200	56,240	63,280	70,240	75,920	81,520	87,120	92,720	98,336	103,955	1,230	1,318	1,582	1,827	2,038	2,248			
	120%	73,800	84,360	94,920	105,360	113,880	122,280	130,680	139,080	147,504	155,933	1,845	1,977	2,373	2,740	3,057	3,372			
	140%	86,100	98,420	110,740	122,920	132,860	142,660	152,460	162,260	172,088	181,922	2,152	2,306	2,768	3,197	3,566	3,934			



# SUMMARY OF CHAPTER 2023-17 (Senate Bill No. 102)

#### Except as otherwise provided, Effective July 1, 2023

- · Cities cannot impose rent controls
- Cities can continue to adopt ordinances etc. for purpose of increasing the supply of affordable housing using land use mechanisms, such as inclusionary housing ordinances
- · Affordable Housing -
  - Not applicable in area of critical state concern
  - ➤ Council may approve development of housing that is affordable (defined in s. 420.0004, FS) including but not limited to a mixed-use resident development on parcel zoned for commercial or industrial use so long as at least 10% of the units is for affordable housing.
  - ➤ City must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40% of the residential units in a proposed multifamily rental development are, for at least 30 years, are affordable (defined in s. 420.0004, FS).
    - City may not require a proposed multifamily development to obtain zoning or land use change, special exception, conditional use approval, variance, or



- ➤ A city that designated less than 20% of the land area within its jurisdiction for commercial or industrial use must authorize a proposed affordable housing multifamily development in areas zoned for commercial or industrial use only if the proposed multi-family development is mixed-use residential.
- ➤ These provisions do not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b), FS in any area zoned as industrial.
- > Expires 10/1/2033
- · Disposition of municipal property for affordable housing
  - ➤ By October 1, 2023 and every 3 years thereafter the City shall prepare an inventory of all real property within its jurisdiction to which the City or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing.
  - ➤ Inventory list must be publicly available on its website
  - ➤ May be used for affordable housing through a long-term land lease requirement development and maintenance of affordable housing.
  - ➤ Cities are encouraged to adopt best practices for surplus land programs including but not limited to:



- ➤ Allows a county or city to adopt an ordinance to exempt from taxation those portions or property used to provide affordable housing and details criteria.
- · Provides tax credits.
- Includes a state housing strategy relating to affordable housing.
   Intent is for state and local governments working in partnership with communities and private sector.
- Creates a Florida Hometown Hero Program relating to financial assistance to purchase a home.
- Requires a local government to maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited. (F.S. 553.792(1)(a))

# The Villages DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # 1157091 in the matter of

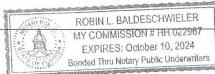
#### NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

**NOVEMBER 8, 2023 NOVEMBER 27, 2023** 

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.

(Sign	nature Of Affiant)	
,,,,,	~ A	
Sworn to and subscribed		
day of November	2023	3.
Robin & Ba Robin L. E	Odenhwieler, Notary	)
Personally Known_	<u>X</u> or	
Production Identificatio	on	
Type of Identification P	roduced	
	The state of the s	



# NOTICE OF PUBLIC HEARING

#### **RESOLUTION 2023-071**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; PROVIDING NOTICE TO THE PUBLIC OF A PENDING ORDINANCE AND DIRECTING STAFF TO DEVELOP AND PROCESS FOR ADOPTION AN ORDINANCE TO PROVIDE FOR CERTIFICATION OF COMPLIANCE OF AFFORDABLE HOUSING **PROJECTS** AND OTHER POTENTIAL LAND · DEVELOPMENT REGULATIONS **AFFORDABLE** ADDRESSING HOUSING. MIXED-USE AND MULTI-FAMILY PROJECTS TO ADDRESS THE IMPACTS OF CHAPTER 2023-17, LAWS OF FLORIDA, KNOWN AS THE LIVE LOCAL ACT.

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

Planning & Zoning Board Thursday, November 16, 2023 @ 6:00 p.m.

City Commission Thursday, December 14, 2023 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolution and any metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

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

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

ITEM TITLE: First Reading and Public Hearing – Ordinance 2023-022

Wastewater System Asset Management and Fiscal

**Sustainability Plan** 

MEETING DATE: Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, November 22, 2023

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

BRIEF NARRATIVE: Ordinance 2023-022 This is for adoption (by resolution) of the Wastewater Asset Management Plan prepared by Florida Rural Water for The City of Fruitland Park free of charge. This asset management plan was prepared for the city as a requirement for loan forgiveness on the State Revolving Fund (SRF) loan that was taken by the city to fund the recent sewer force main expansion from Poinsettia Avenue to Urick Street. The original SRF agreement was extended six months in order to get this plan in place to come into compliance with the terms of the SRF loan. This management plan is a third-party view on the health of the city's wastewater system; gives recommendations on deficiencies in the system and provides a roadmap on how and when to fix these deficiencies. It is designed to be a living document that gets updated from time to time but the city is not bound to follow it as it is written unless the city chooses to.

This also provides a start on the Global Positioning System mapping of the city's wastewater assets into a software system called Diamond Maps that would enable staff to continue mapping assets into. Within this software it allows the user to insert useful data like materials, date of installation, expected life expectancy and such that can be used to more effectively monitor the system.

FUNDS BUDGETED: None

**ATTACHMENTS:** Ordinance 2023-022 and Wastewater Asset Management

Plan

**RECOMMENDATION:** Approve Ordinance 2023-022

ACTION: Approve Ordinance 2023-022

#### **ORDINANCE 2023-022**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CREATING CHAPTER 104 OF THE CODE OF ORDINANCES AND ADOPTING THE CITY OF FRUITLAND PARK WASTEWATER SYSTEM ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN PREPARE BY FLORIDA RURAL WATER ASSOCIATION IN PARTNERSHIP WITH FDEP AND SRF; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida, commissioned Florida Rural Water Association to prepare an asset management and fiscal sustainability plan; and

WHEREAS, an asset management and fiscal sustainability plan is necessary for participation in the State's Revolving Fund Program, and provides other benefits to the City; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to adopt the City of Fruitland Park Wastewater System Asset Management and Fiscal Sustainability Plan prepared by Florida Rural Water Association in partnership with FDEP and SRF.

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

<u>Section 1</u>. **CHAPTER 104**. **ADOPTED UTILITY PLANS**. The Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended by adding Chapter 104 which reads as follows:

#### CHAPTER 104. ADOPTED UTILITY PLANS.

#### Sec. 104.01 – Wastewater System.

The City of Fruitland Park Wastewater System Asset Management and Fiscal Sustainability Plan prepared by Florida Rural Water Association in partnership with FDEP and SRF (the "Asset Management Plan") is adopted. A copy of the adopted plan is on file in the office of the city clerk.

#### **Section 3. INCLUSION IN THE CODE**

It is the intention of the City Commission of the City of Fruitland Park that the provisions of this Ordinance shall become and be made a part of City of Fruitland Park Code of Ordinances and that the sections of this Ordinance may be re-numbered or re-lettered and the word "Ordinance" may be changed to "Section", "article", or such other appropriate word or phrase to accomplish such intentions.

#### **Section 4. CONFLICT**

All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

#### **Section 5. EFFECTIVE DATE**

This ordinance shall become effective upon passage by City Commission of Fruitland Park, Florida as provided by law.

SEAL		CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA			
		Chris Ches	shire, MAYOR		
ATTEST:					
ESTHER COULSON, CIT	Y CLERK. M	MC			
ESTHER COULSON, CIT			(Abstained).	(Absent)	
•			(Abstained), (Abstained),	(Absent) (Absent)	
•			(Abstained), (Abstained), (Abstained),	(Absent) (Absent) (Absent)	
ESTHER COULSON, CIT  Mayor Cheshire  Vice Mayor DeGrave  Commissioner Gunter  Commissioner Bell	(Yes), (Yes), (Yes),	(No), (No), (No),	(Abstained), (Abstained), (Abstained), (Abstained),	(Absent) (Absent) (Absent) (Absent)	

# FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813 (850) 668-2746

October 13th, 2023

Chris Cheshire, Mayor City of Fruitland Park 506 W. Berckman St. Fruitland Park, FL 34731

Dear Mayor Cheshire:

The Florida Rural Water Association (FRWA) is pleased to submit the Wastewater System Asset Management and Fiscal Sustainability (AMFS) plan to the City of Fruitland Park. FRWA prepared this Plan in partnership with the FDEP Clean Water State Revolving Fund (CWSRF) Program to identify your system's most urgent and critical needs.

Water and wastewater systems represent critical infrastructure designed to protect the public health and the environment. This report assesses the current conditions of your wastewater fixed capital assets (e.g., Wastewater Treatment Facilities, collection system, manholes and lift stations), and more importantly provides recommendations, procedures and tools to assist with long range asset protection and utility reinvestment. FRWA will be available to support Fruitland Park's Wastewater System's AMFS plan recommendations and implementation.

The following report is considered a living document with tools for your use which must be updated at least annually (quarterly updates are recommended) by the system's utility management. FRWA will provide electronic copies for your use and future modification and will remain available to assist in updating and revising the system's AMFS plan.

As a valued FRWA member, it is our goal to help make the most effective and efficient use of your limited resources. This tool is an unbiased, impartial, independent review and is solely intended for achievement of Wastewater system fiscal sustainability and maintaining your valuable utility assets. Florida Rural Water Association has enjoyed serving you and wishes your system the best in all its future endeavors.

Sincerely,

Patrick Daugelo
FRWA Utility Asset Management Team

Copy: Mike Chase, CWSRF State Revolving Fund
Gary Williams, Florida Rural Water Association, Executive Director

# Board of Directors

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Tallahassee



EMAIL frwa @frwa.net

WEBSITE www.frwa.net

# City of Fruitland Park Wastewater System Asset Management and Fiscal Sustainability Plan



# **Prepared for:**

City of Fruitland Park FLA374245 Prepared by:

FLORIDA RURAL WATER ASSOCIATION

Asset Management Program

In partnership with

Florida Department of Environmental Protection

and

State Revolving Fund Program







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# **Executive Summary**

#### **Asset Management Plan Defined**

**Asset Management Plan (AMP)** - The International Infrastructure Management Manual defines an asset management plan as a "plan developed for the management of one or more infrastructure assets that combines multi-disciplinary management techniques (including technical and financial) over the life cycle of the asset in the most cost effective manner to provide a specific level of service."

Lowest life cycle cost refers to the best appropriate cost for rehabilitating, repairing, or replacing an asset. While the level of service is determined by the utility consisting of its staff, customers, board members and regulators. Asset management is implemented through an asset management program and includes a written asset management plan.

#### **Benefits of an AMP:**

Implementing and maintaining an active Asset Management Plan will provide numerous benefits to the Utility and its Customers, such as:

- Prolonging asset life and aiding in rehabilitation/repair/replacement decisions through informed, efficient and focused operations and maintenance.
- Increased operational efficiencies.
- Informed operational and management decisions.
- Increased knowledge of asset criticality.
- Meeting consumer demands with a focus on system sustainability and improved communication.
- Setting rates based on sound operational and financial planning.
- Budgeting by focusing on activities critical to sustained performance.
- Meeting system service expectations and regulatory requirements.
- Improving responses to emergencies.
- Improving security and safety of assets.
- Capital improvement projects that meet the true needs of the system and community.
- Provides an impartial unbiased report to help explain rate sufficiency to the community.

# **State Revolving Fund Requirement:**

An active Asset Management Plan (AMP) is a requirement for participation in the State Revolving Fund Program (SRF). Asset Management and Fiscal Sustainability (AMFS) program details are identified in Rulemaking Authority FS. Law Implemented 403.8532 (FS. History–New 4-7-98, Amended 8-10-98, 7-17-17) and Florida Administrative Code (FAC) 62-503.700(7). To be accepted for the interest rate adjustment and to be eligible for

Asset Management and Fiscal Sustainability Plan

reimbursement, an asset management plan must be adopted by ordinance or resolution and written procedures must be in place to not only implement the plan, but to do so in a timely manner.

The plan must include each of the following:

- (a) Identification of all assets within the project sponsor's system.
- (b) An evaluation of the current age, condition, and anticipated useful life of each asset.
- (c) The current value of the assets.
- (d) The cost to operate and maintain all assets.
- (e) A capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life.
- (f) An analysis of funding needs.
- (g) An analysis of population growth and drinking water and wastewater use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures.
- (h) The establishment of an adequate funding rate structure.
- (i) A threshold rate set to ensure the proper operation of the utility; if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility.
- (j) A plan to preserve the assets; renewal, replacement, and repair of the assets, as necessary; and a risk-benefit analysis to determine the optimum renewal or replacement time.

# **AMP Development Stakeholders**:

The development of this AMFS plan involved the collective efforts of the City Management and Staff, the Florida Department of Environmental Protection State Revolving Fund (FDEP-SRF), and the Florida Rural Water Association (FRWA). Resources included Engineers (technical and financial), Certified Operators (operation and maintenance), Rate Sufficiency Analysts and utility staff with first-hand experience with the system.

# **Critical Assets and Priority Action List:**

The Table below contains a listing of the City of Fruitland Park Critical Assets and Processes that were found to need Capital and/or Operational funding to operate as designed and within Regulatory Compliance. Please see Section 4 for a detailed description of the asset improvements listed below.

#### Asset Management and Fiscal Sustainability Plan

City of Fruitland Park				
Critical Asset List				
Asset Name Installed Design Life Condition Consequence of Failure				
Chelsea Lift Station 2006 50 Poor Moderate				
Transfer Station Holding Tank /				
Headworks	2008	50	Average*	Major

Based on the list of Critical Assets that were found to need Capital and/or Operational funding and the State requirements for participation in the State Revolving Fund Program (SRF), a Priority Action Plan was developed to help the City prioritize action items and establish target dates for timely completion. The Priority Action Plan is found on the following page.

<sup>\*</sup>The asset's current state is considered as average, but it is not performing with optimal effectiveness or efficiency. Recommendations for enhancements are located in section 4.

City of Fruitland Park Priority Action List				
Action Item	Target Date(s)	Cost Type	Cost	Responsible Party or Parties
1. Pass Resolution Adopting AMFS Plan	Within 60 Days from Receipt of Final Plan	Administrative	No Cost	Commission and City Manager
2. Determine Level of Service (LOS) Attributes, Goals, Targets, and Metrics and Prepare LOS Agreement	90 Days after Adoption	Planning	No Cost *	Commission, City Manager, City Clerk, Staff and Public
3. Train Staff and Begin Using AMFS Tools (Diamond Maps or similar)	90 Days After Adoption	Administrative	Annual Cost - \$540 + Local Service Provider Training - No Cost*	City Manager, Operator or Designee
4. Conduct / Complete Rate Sufficiency Study and Adjust Rate Structure as Needed with RevPlan	90 Days After Adoption then Annually	Planning	No Cost	City Manager, Operator and Finance Staff
5. Develop Change Out/Repair and Replacement Program for Critical Assets	Within One (1) Year After Adoption	Planning	No Cost*	Operator or Designee
6. Develop Operation and Maintenance Program and Procedures	Within One(1) Year After Adoption	Planning	No Cost*	Operator or Designee

		City of Fruitland Park Priority Action List		
7. Purchase and install rain shields on manholes	Within 2 years After Adoption	Operational	\$17,400	Public Works Supervisor, Staff
8. Conduct engineer review on Chelsea Lift station design and operation	FY 2024	Capital	Cost variable depending on Professional Services Scope of Work	Public Works Director and Engineer
9. Annual smoke testing on gravity system	On-going Beginning FY 2024	Operational	\$250 annually	Public Works Director, Staff
10. Clean and Camera collection system (33% annually)	On-going Beginning FY 2024	Operational	\$5,000 per year	Public Works Director, Staff
11. Design / Build headworks at transfer station	FY26, FY27	Planning / Capital	\$500,000	City Manager, Public Works Director, Engineer
12. Continue North expansion as outlined in Wastewater Master Plan	FY26-31	Capital	Cost variable depending on Professional Services Scope of Work	City Manager, Public Works Director and Engineer

City of Fruitland Park				
		<b>Priority Action List</b>		
13. Implement Annual Asset Replacement Program	Annually	Operational	Cost will Vary Based on Asset Replacement Program and Strategy	City Manager, Operator or Designee

<sup>\*</sup> As a member of the Florida Rural Water Association, FRWA is able to assist the City of Fruitland Park with this Service.

#### Fiscal Strategy and AMP Process Recommendations:

Based on this asset management and fiscal sustainability study, **specific recommendations** related to capital expenditures and operating expenditures over the next five years found in the Preliminary Action List are as follows:

- 1. Adopt this Asset Management and Fiscal Sustainability Plan (AMFS) study in the form of a Resolution. Appendix A contains a sample AMFS Resolution for the City of Fruitland Park.
- 2. Engage a Florida Registered Engineer to support the Utility in review, funding, planning, design, permitting, and construction of critical capital and operational action items as recommended in this AMFS study.
- 3. Make funding applications to the following programs/agencies in support of Utility System Upgrades/Improvements as recommended by this AMFS study. A synopsis of utility funding programs can be found at the following link: <a href="http://www.frwa.net/funding.html">http://www.frwa.net/funding.html</a>
  - a. FDEP-State Revolving Fund (SRF)
  - b. Regional Water Management District
  - c. Florida Department of Economic Opportunity Community Development Block Grant (CDBG)
  - d. USDA Rural Development Direct Loan/Grant (USDA RD)
  - e. FDEO Rural Infrastructure Fund Grant (RIF)
  - f. Local Funding Initiative Requests
- 4. Evaluate and Adopt a Utility rate structure that will ensure rate sufficiency as necessary to implement capital improvements.
- 5. Begin using Diamond Maps for Asset Management Planning (AMP) and Computerized Maintenance Management System (or another CMMS of your choice).
- 6. Continue to build your asset management program by:
  - A. Collecting critical field data and attributes on any new or remaining assets.
  - B. Improving processes which provide cost savings and improved service.
  - C. Implementing a checklist of routine maintenance measures.
  - D. Benchmarking critical processes annually.
  - E. Develop policies that will support funding improvements.
  - F. Develop manuals, standard operating procedures and guidelines for critical processes.

- G. Identify responsible persons to implement processes to protect critical assets.
- H. Attend asset management training annually.

#### 1. Introduction

In accordance with FDEP Rule 62-503.700(7), F.A.C., State Revolving Fund (SRF) recipients are encouraged to implement an asset management plan to promote utility system long-term sustainability. To be accepted for the **financing rate adjustment and to be eligible for principal forgiveneness/reimbursement**, an asset management plan must:

- 1. Be adopted by Ordinance or Resolution.
- 2. Have written procedures in place to implement the plan.
- 3. Be implemented in a timely manner.

The plan must include each of the following:

- A. Identification of all assets within the project sponsor's (utility) system.
- B. An evaluation of utility system assets' current age, condition and anticipated useful life of each asset.
- C. Current value of utility system assets.
- D. Operation and maintenance cost of all utility system assets.
- E. A Capital Improvement Program Plan (CIPP) based on a survey of industry standards, life expectancy, life cycle analysis and remaining useful life.
- F. An analysis of funding needs.
- G. The establishment of an adequate funding rate structure.
- H. An asset preservation plan to include renewal, replacement, repair as necessary and a risk assessment to identify risks and consequences of failure as it pertains to replacement.
- An analysis of population growth and wastewater treatment demand projections for the utilitys' planning area and an impact fee model, if applicable, for commercial, industrial and residential rate structures.

J. A threshold rate set to ensure proper wastewater system operation and maintenance. <u>If</u> the potential exists for the project sponsor to transfer any of the system proceeds to other funds, rates must be set higher than the threshold rate to facilitate the transfer and maintain proper operation of the system.

Fiscal Sustainability represents the accounting and financial planning process needed for proper management of system assets. It assists in determining such things as:

- 1. Asset maintenance, repair, or replacement cost;
- 2. Accurate and timely capital improvement project budgeting;
- 3. Forecasting near and long-term capital improvement needs;
- 4. Whether the system is equipped for projected growth; and
- 5. Adequate reserves exist to address emergency operations.

Fiscal sustainability analysis requires a thorough understanding of the system's assets' current condition and needs. Therefore, fiscal sustainability follows asset management and is improved by sound asset management. Conversely, asset management requires a healthy fiscal outlook, since servicing and care of current assets is not free. Timely expenditures for proper servicing and care of current assets are relatively small when compared to repair and replacement expenditures that inevitably occur with component failure due to neglect.

Having a solid AMFS plan in place will benefit the City of Fruitland Park in determining which assets are to be insured and for what amount, and to more effectively and efficiently identify its capital improvement needs and solutions. Additionally, the State Revolving Fund (SRF) requires a system to adopt and implement an AMFS plan to qualify for loan interest rate reduction if funding is sought. An AMFS helps a system more effectively and efficiently identify its capital improvement needs and solutions.

This AMFSP's intended approach is to assist the City of Fruitland Park with conducting a basic inventory and condition assessment of its current assets. It is expected that the City will periodically re-evaluate the condition of its assets, at least annually, to determine asset remaining useful life. A reminder can be established for staff that a given component is nearing time for servicing, repair, or replacement. Furthermore, major capital improvement needs can be reassessed periodically as they are met or resolved.

In short, this plan is not designed to be set in stone, but is intended to be a living, dynamic, evolving document. It is recommended that the City conduct at least an annual plan review and revise it as necessary throughout the year, resulting in a practical and useful tool for staff.

# 2. Asset Management Plan

#### **Components of Asset Management:**

Asset Management can be described as 'a process for maintaining a desired level of customer service at the best appropriate cost'. Within that statement, 'a desired level of service' is simply what the utility wants their assets to provide. 'Best appropriate cost' is the lowest cost for an asset throughout its life. The goal is providing safe, reliable service while at the same time being conscious of the costs involved both short and long term.

Asset Management includes building an inventory of the utility's assets, developing and implementing a program that schedules and tracks all maintenance tasks, generally through work orders, and developing a set of financial controls that will help manage budgeted and actual annual expenses and revenue. By performing these tasks, targeting the system's future needs will be much easier.

Asset Management provides documentation that helps the utility understand the assets they have, how long these assets will last, and how much it will cost to maintain or replace these assets. The Plan also provides financial projections which show the utility whether rates and other revenue mechanisms are sufficient to supply the utility's future needs, 5, 10, even 20 years ahead.

Asset Management is made up of five core questions:

- 1. What is the current status and condition of the utility's assets?
- 2. What is Level of Service (LOS) required?
- 3. What assets are considered critical to meeting the required LOS?
- 4. What are the utility's Capital Improvement Program Plan (CIPP), Operations and maintenance plan (O&M), and asset's Minimum Life Cycle Cost strategies?
- 5. What is the utility's long term financial strategy?

# Implementation:

In developing this plan, FRWA has collected information on most of the wastewater system assets. The information has been entered into Diamond Maps, a cloud based geographical information system (GIS). FRWA, in partnership with FDEP, has contracted with Diamond Maps to develop Asset Management software specifically for small systems at an affordable cost. Continuing with Diamond Maps will cost \$19 per month for a single license, or as many licenses as necessary at the rates listed in the following table.

Meter Count	Unlimited Use Subscription
250	\$15/month
500	\$20/month
1000	\$30/month
2000	\$45/month
3000	\$60/month
4000	\$75/month
5000	\$90/month
10,000	\$165/month

The software is easy to use, as it is set up for small communities and for water/wastewater systems.

There is no obligation to continue this service if the City of Fruitland Park desires to purchase alternative software. Diamond Maps can be explored at <a href="http://diamondmaps.com">http://diamondmaps.com</a>. If the City decides to use Diamond Maps as their asset management tool, it will be easy to move the data collected by FRWA to the City's account.

Having an asset management tool to keep data current is essential for tracking the utility's assets into the future, to assist with planning and funding for asset rehabilitation or replacement, to schedule and track asset maintenance by issuing work orders and assigning tasks to personnel who will perform the work and update in the system.

In addition to the CMMS tool, Diamond Maps, the Florida Rural Water Association (FRWA) has partnered with the Florida Department of Environmental Protection (FDEP) State Revolving Loan (SRF) program and Raftelis Financial Consultants to create an online financial tracking and revenue sufficiency modeling tool, RevPlan.

RevPlan is designed to enhance asset and financial management for small/medium Florida water and wastewater utilities. It provides a free-to-member online tool to achieve financial resiliency, and to maintain utility assets for long-term sustainability. Additionally, RevPlan is programmed to populate asset information directly from Diamond Maps.

By inputting your accurate budgetary, operation and maintenance costs, capital improvement plan costs, existing asset and funding information, this tool assists the user in identifying any rate adjustments and/or external funding necessary to meet the utility finance requirements, and the impact rate increases/borrowing may have on customers.

There are a few important elements of a successful RevPlan outcome:

- The tool is only as accurate as the information used.
- One person should be assigned the task of annual RevPlan updates.
- Updating asset information in Diamond Maps is essential.

FRWA staff has entered a preliminary model into RevPlan to help the utility get started. The assets collected along with financial information provided by the system were entered to create the model. Each year (or as projects come about) the system is encouraged to update RevPlan and use it to help understand the impacts of future projects and rate increases. Details from the model are located in the financial section of the plan.

#### Level of Service (LOS):

As a provider of wastewater services, a utility must decide what Level of Service (LOS) is required for its customers. When setting these goals, most importantly, the utility must decide the level of service it will provide. Ideally, these goals would be conveyed to the utility's customers via a 'Level of Service Agreement'. This document demonstrates the utility's accountability in meeting the customer's needs and its commitment to do so. On the following page are four key elements regarding LOS:

- 1. Provide safe and reliable service while meeting regulatory requirements;
- 2. Budget improvement projects focused on assets critical to sustained performance based on sound operational and financial planning;
- 3. Maintain realistic rates and adjust as necessary to ensure adequate revenue reserves for targeted asset improvement; and,
- 4. Ensure long-term system resilience and sustainability.

Targets must be set for individual parameters. Metrics should be created to help the utility direct efforts and resources toward predetermined goals. The established goals must include consideration of costs, budgets, rates, service levels, and level of risk. These goals are set in an agreement between the utility and its customers.

In 2008, a unique coalition representing the "Collaborating Organizations," which include the U.S. Environmental Protection Agency and a growing number of major water sector associations, supported an approach developed by water sector leaders for water utility management. This approach can be used by the wastewater sector as well and is based around the Ten Attributes of an Effectively Managed Utility and Five Keys to Management Success—known as Effective Utility Management (EUM). These Attributes provide a clear set of reference points and are intended to help utilities maintain a balanced focus on all important operational areas rather than reactively moving from one problem to the next or focusing on the "problem of the day."

The Ten Attributes of an Effectively Managed Utility provide useful and concise goals for utility managers seeking to improve organization-wide performance. The Attributes describe desired outcomes that are applicable to all water and wastewater utilities. They comprise a comprehensive framework related to operations, infrastructure, customer satisfaction, community sustainability, natural resource stewardship, and financial performance.

Water and wastewater utilities can use the Attributes to select priorities for improvement, based on each organization's strategic objectives and the needs of the community it serves. The Attributes are not presented in a particular order, but rather can be viewed as a set of opportunities for improving utility management and operations.

Stakeholder
Understanding
Support

Water
Resource
Adequacy

Community
Sustainability

Effective
Utility
Management

Operational
Resiliency

Operational
Stability

Infrastructure
Stability

Financial
Viability

Financial
Viability

To begin, the utility will assess current conditions by ranking the importance of each Attribute to the utility, based on the utility's vision, goals, and specific needs. The ranking should reflect the interests and considerations of all stakeholders (managers, staff, customers, regulators, elected officials, community interests, and others).

Once you have chosen to improve one or more Attributes, the next step is to develop and implement a plan for making the desired improvements. Improvement plans support the implementation of effective practices in your chosen attribute area(s). An effective improvement plan will:

- 1. Set Near- and Long-term Goals: Set goals as part of the improvement plan to help define what is being worked toward. Near- and long-term goals for the utility should be linked to the strategic business plan, asset management plan, and financial plan. Goals should also be "SMART."
  - **S Specific**: What exactly will be achieved? Make the goals specific and well defined. Each goal should be clear to anyone with even a basic knowledge of the utility.
  - M Measurable: Can you measure whether you are achieving the objective? You
    must be able to tell how close you are to achieving the goal. You must also be able
    to determine when success is achieved.
  - A Assignable and Attainable: Can you specify who is responsible for each segment of the objective? Is the goal attainable? Setting a goal to have zero sewer overflows is great, but perhaps unrealistic, knowing operators do not have control over when and where overflows happen in systems. A better choice might be to set a goal that

states the utility will undertake an extraneous flow reduction project to reduce the impact of illegal storm connections.

- R Realistic: Do you have the capacity, funding, and other resources available? The staff and resources of the utility must be considered when setting goals. Available personnel, equipment, materials, funds, and time play a role in setting realistic targets.
- T Time-Based: What is the timeframe for achieving the objective? There must be a
  deadline for reaching the goal. Adequate time must be included to meet the target.
  However, too much time can lead to apathy and negatively affect the utility's
  performance.
- 2. Identify Effective Practices: Each Attribute area for improvement will be supported by effective practices implemented by the utility. A substantial number of water sector resources exist that detail effective utility practices for each of the Attributes.
- 3. Identify Resources Available and Resources Needed: For each practice/activity to be implemented as part of the improvement plan, identify resources (financial, informational, staff, or other) that exist on-hand, and those that are needed, to support implementation.
- 4. Identify Challenges: For the overall improvement plan and for specific practices/activities to be implemented, identify key challenges that will need to be addressed.
- 5. Assign Roles and Responsibilities: For each improvement action, identify roles and responsibilities for bringing the implementation to completion.
- 6. Define a Timeline: Establish start date, milestones, and a completion target for each activity/improvement action.
- 7. Establish Measures: Establish at least one (or more) measure of performance for items to be implemented under the improvement plan.

More information and resources on Effective Utility Management (EUM) can be found at <a href="https://www.WaterEUM.org">www.WaterEUM.org</a>.

The idea is to set goals and meet them. Reaching the goals should not be overly easy. Effort should be involved. The goals should target areas where a need exists. If the bar is set too low, the process is pointless. Most importantly, the utility must decide the level of service it will provide.

The table below shows examples of what might be included as Level of Service goals. The LOS items for the City of Fruitland Park must be specific to the system and ideally, conveyed to the utility's customers via a 'Level of Service Agreement'. This document demonstrates the utility's accountability in meeting the customer's needs and its commitment to do so.

Fruit	Fruitland Park Wastewater (WW) Level of Service Goals Examples			
Attribute and Service Area	Goal	Performance Targets	Timeframe/ Reporting	
Service Delivery - Health, Safety and Security	Reduce the number and duration of sewer overflows	Provide employees with training necessary to be proactive in system maintenance and to rapidly and efficiently make emergency system repairs.	Annual report to Commission	
Infrastructure Stability - Asset Preservation and Condition	Improve system wide preventive maintenance (PM)	Develop a comprehensive Preventive Maintenance weekly schedule for equipment and system components and complete all preventative maintenance tasks as scheduled.	Monthly report to City Manager	
Infrastructure Stability - Asset Preservation and Condition	Establish a Predictive Maintenance Schedule (PdMS)	Develop a weekly PdMS to continuously monitor equipment for signs of unexpected problems.  Adjust the PdMS as needed.	Monthly report to City Manager	
Infrastructure Stability - Asset Preservation and Condition	Develop an Asset Replacement Strategy	Develop an asset replacement strategy to be updated at least annually, including financing options.	Annual report to City Manager and Commission	
Financial Viability - Service Quality and Cost	Assure that the utility is financially self-sustaining.	Perform an annual utilities rate analysis and make any needed rate adjustments every three to five years.	Annual report to City Manager and Commission	
Financial Viability  - Service Quality and Cost	Enact automatic inflationary rate adjustments	Annual evaluation of the adequacy of inflationary rate adjustments	Annual report to City Manager and Commission	
Financial Viability - Service Quality and Cost	Minimize Life of Asset Ownership costs	Bi-annual evaluation of unexpected equipment repairs compared to the Preventive Maintenance Schedule (PMS). Adjust the PMS if warranted.	Biannual report to City Manager	
Infrastructure Stability - Conservation, Compliance, Enhancement	Improve reliability of the collection system	Annual evaluation of the collection system, including piping, manholes, and lift stations.  Develop a long range plan for replacements and improvements with timelines and funding options.	Annual report to City Manager and Commission	
Infrastructure Stability - Asset Preservation and Condition	Identify Inflow and Infiltration	Smoke test specific sections of the collection system	Annual report to City Manager and Commission	

#### **Best Management Practices: (BMP):**

Utility owners, managers, and operators are expected to be responsible stewards of the system. Every decision must be based on sound judgment. Using Best Management Practices (BMPs) is an excellent tool and philosophy to implement. BMPs can be described as utilizing methods or techniques found to be the most effective and practical means in achieving an objective while making optimum use of the utility's resources.

The purpose of an Asset Management and Fiscal Sustainability plan is to help the utility operate and maintain their system in the most effective and financially sound manner. An AMFS plan is a living document and is not intended to sit on a shelf. It must be maintained, updated, and modified as conditions and situations change. Experience will help the utility fine tune the plan through the years.

# 3. System Description

#### **City of Fruitland Park Overview:**

Fruitland Park is located just northeast of Orlando and southeast of The Villages, Florida. Only approximately 3 square miles, it's part of serene Lake County and is on the western side of Lake Griffin and a body of water called Dead River. The area of the town was originally settled before the American Civil War. It's location on Lake Griffin provided a route for the shipment of goods and people via the Ocklawaha River to <a href="Palatka">Palatka</a> on the St. Johns River and the world beyond. The first settler was **Calvin Lee**, who set out the area's first citrus grove.

Fruitland Park, Florida, is a city with a rich and vibrant history that dates back to the late 19th century. Originally settled by pioneer families in the 1870s, the area was known for its fertile soil and abundant citrus groves, which played a pivotal role in shaping the city's identity. In 1885, the arrival of the Tavares and Gulf Railroad brought a new wave of settlers and economic opportunities to the region. The city's name, Fruitland Park, was inspired by the lush fruit orchards that flourished in the area. Over the years, Fruitland Park continued to grow and evolve, with a post office established in 1887 and the incorporation of the city in 1927. Today, it remains a charming community that celebrates its agricultural heritage while embracing modern development and progress, making it a unique and welcoming place in Central Florida.

According to the latest census data in 2021 and information found within <a href="https://www.city-data.com/city/Fruitland-Park-Florida.html">https://www.city-data.com/city/Fruitland-Park-Florida.html</a> The following data was compiled:

1. Population: The population of the City of Fruitland Park was 8,605 in the 2021 census, which represents a substantial 170% increase since the year 2000. This remarkable

- population growth can be indicative of the city's attractiveness and potential for further development.
- 2. Median Household Income: The estimated median household income in 2021 was \$72,384. This figure provides insight into the economic well-being of the city's residents and can be an important factor in assessing the overall quality of life.
- 3. Per Capita Income: The per capita income was reported at \$39,989. This metric is an average income measure per person in the city, and it gives an idea of individual income levels.
- 4. Cost of Living Index: The cost of living index in March 2022 was 91.3. A value below the national average of 100 suggests that living in the City of Fruitland Park is relatively more affordable than the U.S. average.
- 5. Poverty Rate: Fruitland Park's poverty rate of 11.3% in 2021 is notably lower than the state average of 12.7%, indicating that the city has a relatively lower incidence of poverty compared to the overall state of Florida.

#### **Form of Government**

There are five city commission districts with one commission member elected by district by the voters in that district for a term of four years. The city commission shall give due consideration to the multiple constitutional principles involved in the electoral process and give due regard for the opportunity of minority representation on the city commission as part of the redistricting process. An incumbent commissioner's seat number and/or group may change due to the realignment process occurring during districting.

On November 4, 2014, the electors adopted an amendment providing that each commissioner reside within and represent a district and be elected by such district's voters, that the mayor be elected by and from the commission annually beginning at the first commission meeting after the November 2016 election or soon as possible thereafter and provide procedures and guidelines for districts and redistricting. (Charter Amendment Ordinance 2014-017.) The city commission meets on the second and fourth Thursday of the month, at 6:00 pm, city chambers in city hall.

# **System Government**

City of Fruitland Park Elected Officials		
Chris Cheshire	Mayor / District 3	
Patrick DeGrave	Vice Mayor / District 1	
John Mobilian	District 2	
John L. Gunter	District 4	
Chris Bell District 5		
Appointed Officials		
Esther B Coulson	City Clerk	
Anita Geraci-Carver	City Attorney	
Gary La Venia	City Manager	

# **System Management and Wastewater Staff**

Name	Title
Robb Dicus	Public Works Director
Terry Ribble	Utility Supervisor
Preslee Harmon	Public Works Office Manager
Shawn Calvin	Roads and Streets Crew Leader
Terry Ribble	Utility Supervisor
Josh Greenough	Public Works Service Worker
Eric Smith	Public Works Service Worker

Dominique Wynn	Public Works Service Worker
James Geldart	Public Works Service Worker
Jesse Summer	Public Works Service Worker
Matt Reinert	Public Works Service Worker
Robert Willis	Public Works Service Worker
Rick Hall	Custodian
Don Conger	Mechanic
David Harrington	Public Works Service Worker
Michael Bart Phillips	Public Works Service Worker

#### **System Overview:**

The system is comprised of 588 wastewater connections that include residential and commercial accounts. The treatment facility was taken offline, and modifications were made to connect to the Town of Lady Lake's Wastewater System in 2018. The Fruitland Park WWTF was an existing 0.098 million gallons per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility. The initial collection system was installed in the mid 2000's and since then upgrades and expansions have occurred.

# 4. Current Asset Conditions

#### **Wastewater Treatment Plant:**

The Wastewater Treatment Plant (WWTP) was taken offline in 2018 and the City of Fruitland Park entered into an agreement with the Town of Lady Lake to purchase bulk treatment capacity at the Town's existing WWTP. The 200,000 gallon aeration tank that holds the untreated wastewater before sending out has accumulated heavy buildup of solids and debris and requires constant cleaning. A headworks system to filter out debris and sediment should be planned and designed by the City's engineer.

#### **Lift Stations:**

The City maintains six (6) capital lift stations within its system, alongside one (1) transfer station. The Transfer Station, situated at the abandoned WWTP, has undergone modifications to redirect wastewater flow towards the Town of Lady Lake. The initial collection system, as well as the additional lift stations, have been recently installed and receive proper maintenance.

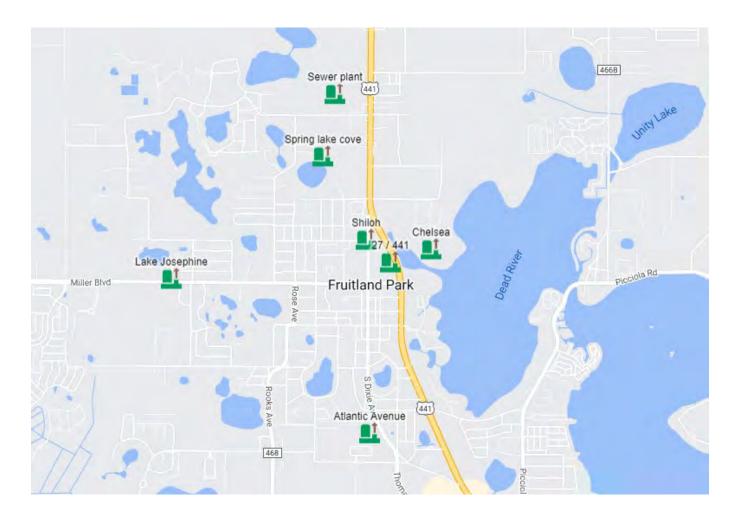
All assets at the lift stations appeared to be in good to average working condition, with no immediate issues reported. However, the assessment did identify a problem at the Chelsea Run lift station. This station's original design forces it to short cycle or back up into the invert, leading to the accumulation of grease and solids within the wet well. Addressing this design flaw will necessitate an engineering review.

To ensure uninterrupted operation of the lift stations during power failures, the City should plan for the availability of 3 bypass pumps or generators. Various types of applications are available, including pad-mounted bypass pumps or generators and portable versions. The City should evaluate and select the most suitable application to meet its specific needs, considering factors such as costs, sizing, maintenance, fuel requirements, and initial purchase prices.

Conducting annual draw-down tests and cleaning wet wells as needed can significantly extend the lifespan of the pumps and associated equipment. Additionally, diagnostic testing should be performed on pumps, motors, and other electrical equipment to proactively identify assets requiring repair or replacement before they fail.

City of Fruitland Park Lift Station Deficiencies								
Lift Station Name	Deficiencies noted	Lat / Long						
Chelseas Run	Buildup of grease and solids, short cycling of pumps, short life span of pumps	28.864467 -81.900600						

Estimated Repair Cost: cost varies by scope of work needed after engineering review.



#### Manholes:

FRWA conducted a comprehensive examination of all manholes within the system, involving location, inspection, and assessment. In total, 58 manholes were jointly identified by city personnel and FRWA's staff. Considering the relatively recent construction of most of these manholes and the collection system, it's noteworthy that the overall condition of these manholes ranged from good to average.

Typically, a well-maintained manhole can have a life cycle exceeding 50 years. Manholes play a crucial role in the collection system, facilitating cleaning, inspections, connections, and repairs. Consequently, it is imperative to conduct annual inspections and meticulously document them in Diamond Maps, thus creating a comprehensive historical database that serves as a valuable

reference for past and future work. Diamond Maps' work order feature can be effectively utilized for crafting inspection and maintenance programs.

In the event that aging or damaged manholes are encountered, exploring rehabilitation methods could prove cost-effective compared to full replacements. By rehabilitating existing manholes and restoring their structural integrity, the need to procure entirely new manholes can be circumvented upon identifying deficiencies.

Throughout the assessment of the 58 manholes, the following breakdown emerged:

- Twelve (12) were in excellent or new condition (21%)
- Forty-four (44) were in average condition (79%)

To prevent excess rainwater infiltration, it is advisable to install rain dishes on both existing and new manholes. These rain dishes restrict the ingress of water, helping minimize infiltration, intrusion, and its associated consequences, such as prolonged lift station run times, unaccounted-for treatment costs, and the accumulation of dirt and debris. On average, the cost of purchasing and installing a rain dish by the system is approximately \$300 per unit.

Total cost for installing rain shields on existing (58) manholes: \$17,400.

# **Gravity and Force Mains:**

During the data collection process, the FRWA team did not assess the condition of the gravity sewer and force mains. As of 2019, the sanitary sewer transmission system encompassed roughly 13.4 miles of sewer force main piping. However, the ongoing development on the south side of the City, along with various projects completed since then, has led to an increase in the total length of more than 15,000 feet. This force main piping network is comprised of various sizes and materials, ranging from 2 inches in diameter to 10 inches in diameter.

According to the Wastewater Master Plan, the North expansion, scheduled to commence in 2025, is expected to introduce approximately 11,400 feet of additional force main. A breakdown of the diameter and lengths of these force mains is provided below, as per the 2019 master plan:

Table 10. Force Main Piping Summary									
Diameter (inches)	Length (feet)	Diameter (inches)	Length (feet)						
1.5	984	4.0	10,464						
2.0	11,387	6.0	823						
2.5	4,370	8.0	19,235						
3.0	10,979	10.0	12,253						

#### **Inflow and Infiltration:**

Throughout the assessment, no issues related to inflow and infiltration were identified. The limited number of manholes and gravity sewer mains in the system simplifies the City's ability to carry out smoke testing and conduct necessary cleaning and camera inspections when required. As the system both ages and expands, it is advisable to include annual cleaning and smoke testing in the maintenance plan, addressing any deficiencies documented in Diamond Maps.

Inflow and infiltration can result in several adverse consequences, including prolonged operational times at lift stations, unaccounted-for wastewater treatment, increased equipment wear, and potential safety and health risks. Furthermore, when a gravity line experiences inflow and infiltration, it can lead to the unwanted leakage of wastewater from the pipe.

# 5. Operations and Maintenance Strategies: (O&M)

O&M consists of preventive and emergency/reactive maintenance. The strategy for O&M varies by the asset, criticality, condition, and operating history. All assets have a certain risk associated with their failure. This risk must be used as the basis for establishing a maintenance program to make sure that the utility addresses the highest risk assets. In addition, the maintenance program should address the level of service performance objectives to ensure that the utility is running at a level acceptable to the customer. Unexpected incidents could require changing the maintenance schedule for some assets, including those found during routine inspections and O&M activities. Utility staff will record condition assessments when maintenance is performed, at established intervals, or during scheduled inspections. As an asset is repaired or replaced, its condition will improve and therefore it can reduce the overall risk of the asset failing. The maintenance strategy will be revisited annually.

Two important considerations in planning O&M strategies are:

- Unplanned repairs should be held at 30% or less of annual maintenance activities.
- Unplanned maintenance in excess of 30% indicates a need to evaluate causes and adjust strategies.

#### **Staff Training:**

Utility maintenance is quite unique. It can involve one or a combination of wastewater system repairs, customer service issues, troubleshooting and repair, pump and motor repairs and other technical work. This skill set is not common. Training staff, whether they are new or long-term employees, is very important. It is recommended that the City initiate or enhance their training program for its employees. In addition to technical training, safety training is also necessary. Treatment Plants and distribution/collection systems can be dangerous places to work. Electrical safety, troubleshooting panel boxes, trenching and shoring, and confined space entry are just a few of the topics that could benefit the City and its staff.

FRWA personnel can provide some of the training needed by the City of Fruitland Park staff members. Training services that we offer to members are listed on our website <a href="http://www.frwa.net/">http://www.frwa.net/</a> under the Training Tab.

There is no such thing as too much training. The more your staff knows, the more capable, safe, and professional they become. This enhanced sense of professionalism will improve the quality of overall service and accountability to the community.

#### **Preventive Maintenance:**

Preventive maintenance is performing the day-to-day work necessary to keep assets operating properly, which includes the following:

- Regular and ongoing annual tasks necessary to keep the assets at their required service
  level
- Day-to-day and general upkeep designed to keep the assets operating at the required levels of service.
- Tasks that provide for the normal care and attention of the asset including repairs and minor replacements.
- The base level of preventative maintenance as defined in equipment owner's manuals.

These preventative maintenance guidelines are supplemented by industry accepted best management practices (BMPs).

Equipment must be maintained according to the manufacturer's recommendations to achieve maximum return on investment. By simply following the manufacturer's suggested preventive

maintenance the useful life of equipment can be increased two to three times when compared to "run till failure" mode of operation. Communities that have disregarded preventive maintenance practices can achieve positive returns from a relatively small additional investment. Deferred maintenance tasks that have not historically been performed due to inadequate funding or staffing must be programmed into future operating budgets. Proper funding provides staffing and supplies to achieve life expectancy projected by the manufacturer and engineer.

Table 5.A below is a sample O&M Program for this system and is based on best management practices, manufacturers' recommended service intervals, staff experience, and other sources. This schedule is only an example. The true schedule must be created by the City of Fruitland Park staff, based on their historical knowledge and information gleaned from the O&M Manuals and other sources. This schedule is only an example.

Diamond Maps can be used to schedule maintenance tasks. Recurring items can be set up in advance. In fact, all maintenance activities can be coordinated in Diamond Maps using its work order feature. Table 5.B, found on the following page, is a sample of work orders that are specific to the City of Fruitland Park.

**Table 5.A: Sample O&M Program** 

Task Name	Frequency	Task Name	Frequency				
Visually Inspect Lift Stations for Damage or Tampering	Per Visit	Respond to any complaints	As they Occur				
Ensure proper operation of equipment (note any issues)	Per Visit	Decommission unnecessary equipment	As they Occur				
Calibrate all meters and necessary equipment	Per Visit	Perform P/M on pumps and motors	Manufacturer Recommendation				
Complete all log work	Per Visit	Exercise vales in system and at lift stations	Annually				
Collect all samples	As Required by Permit	Inspect storage tanks	Annually				
Perform general housekeeping	Weekly	Calibrate meter and backflows	Annually				
Exercise Generator	Monthly	Inspect manholes	Annually				
Confirm submittal of monthly reports	Monthly	Update FSAMP	Annually				

Performing the work is important. Tracking the work is also important. Being able to easily check on when specific maintenance tasks were performed or are scheduled will make a utility run more efficiently and prolong the life of critical equipment.

Table 5.B: Sample Work Orders – Diamond Maps

WO#	Status	Title	Description							
W1003	Planned	Manhole	Inspect Manhole and notate Deficiencies							
W1003	Flaiilleu	Inspection								
W1004	Planned	Basic Work	Inspect Manhole and notate Deficiencies							
VV 1004	riaiiieu	Order	mspect Mannole and notate Denciencies							
W1005	Planned	Manhole	Inspect Manhole and notate Deficiencies							
VV1003	Tamica	Inspection	mspeet warmore and notate beneficies							
		Sewer								
W1006	Planned	Main	Clean Sewer Main							
		Cleaning								
W1007 Planned		Lift Station	Check Lift Station for run times and proper operation.							
***1007	Tamica	Check	check the station for full times and proper operation.							
W1008 Planned		Lift Station	Check Lift Station for run times and proper operation.							
***	Tidillica	Check	eneck Ene station for fair times and proper operation.							
W1009	Planned	PM	Check Generator for proper operation and perform							
***1003		Generator	manufacture recommendation maintenance.							
W1010	Planned	PM	Check Generator for proper operation and perform							
***************************************	Tidillica	Generator	manufacture recommendation maintenance.							
		Lift Station								
W1011	Planned	Annual	Perform draw down test and meg pump motors							
		Check								
		Annual Lift	Check Generator for proper operation and perform							
W1012	Planned	Station	manufacture recommendation maintenance.							
		Check								
W1013	Planned	Smoke Test	Smoke test gravity sewer main and notate findings.							

#### **Proactive vs Reactive Maintenance:**

Reactive maintenance is often carried out by customer requests or sudden asset failures. Required service and

maintenance to fix the customer's issue(s) or asset failure is identified by staff inspection and corrective action is then taken. Reactive maintenance is sometimes performed under emergency conditions, such as a lift station failing causing a sewer backup. As mentioned above, if your system is responding to and performing reactive/emergency maintenance more than 30% of the time, you will need to adjust your maintenance schedules and increase proactive maintenance schedules.

Proactive maintenance consists of preventive and predictive maintenance. Preventive maintenance includes scheduled tasks to keep equipment operable. Predictive maintenance tasks try to determine potential failure points. An example of predictive maintenance is infrared analysis of electrical connections. Using special equipment, a technician can "see" loose or corroded connections that would be invisible to the naked eye. This allows the utility to "predict" and correct a potential problem early. Assets are monitored frequently, and routine maintenance is performed to increase asset longevity and prevent failure. Upon adoption of this AMFSP plan, the FRWA Utility Asset Management (UAM) team will upload the City of Fruitland Park asset data definition file into "Diamond Maps" and will populate the field data. The appropriate City personnel will be trained on Diamond Maps functionality and can immediately begin using it for scheduling and tracking system asset routine and preventive maintenance.

# 6. Capital Improvement Plan

A Capital Improvement Plan is a multi-year financial planning tool that looks into the future to forecast the City's asset needs. It encourages the system and the community to forecast not only what expenditures they intend and expect to make, but also to identify potential funding sources in order to more properly plan for the acquisition of the asset. The CIP is designed to be a flexible planning tool and is updated and revised on an annual basis.

Capital improvement projects generally create a new asset that previously did not exist or upgrades or improves an existing component's capacity. These projects are the consequence of growth, environmental needs, or regulatory requirements. Included in a CIP are typically:

- 1. Any expenditure that purchases or creates a new asset or in any way improves an asset beyond its original design capacity.
- 2. Any upgrades that increase asset capacity.
- 3. Any construction designed to produce an improvement in an asset's standard operation beyond its present ability.

Capital improvement projects will populate this list. Renewal expenditures do not increase the asset's design capacity, but restores an existing asset to its original capacity, such as:

- 1. Any activities that do not increase the capacity of the asset. (i.e., activities that do not upgrade and enhance the asset but merely restore them to their original size, condition and capacity, for example, rebuilding an existing pump).
- 2. Any rehabilitation involving improvements and realignment or anything that restores the assets to a new or fresh condition (e.g. manhole rehab/replacement or gravity main replacement).

In making renewal decisions, the utility considers several categories other than the normally recognized physical failure or breakage. Such renewal decisions include the following:

- 1. Structural
- 2. Capacity
- 3. Level of service failures
- 4. Outdated functionality
- 5. Cost or economic impact

Utility staff and management are typically aware of assets requiring repair or rehabilitation. Reminders in the Diamond Maps task calendar alert staff when an asset begins to decline based on the manufacturer's recommended life cycle. Staff members can use these reminders and recommendations in their decision-making. Since the utility's anticipated needs change each year, the CIP is updated annually to reflect these evolving requirements.

As of now, there is no established Capital Improvement Program for the Wastewater System. While a Wastewater Master Plan previously contained much of the information mentioned above, outlining two major expansions of the Wastewater System, the South portion has been completed, and planning for the north section is scheduled to commence in FY25.

Despite recent improvements and an overall good to average condition of the Wastewater system, a formal Capital Improvement Plan is essential to address needs not covered in the master plan or within a single-year budget. It is recommended that the findings from this plan, known system needs, and equipment or upgrades are integrated into the CIP. Below is a <u>sample</u> CIP for the Wastewater system for reference.

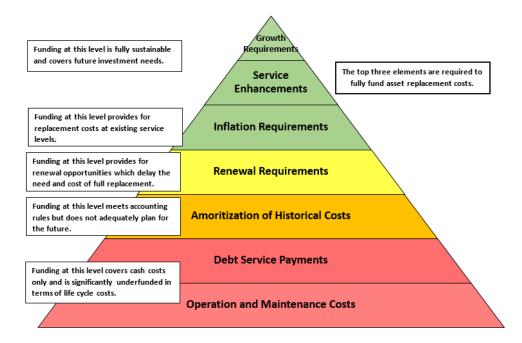
City of Fruitland Park Capital Wastewater Improvement Plan															
Item	<b>Funding Source</b>	FY 25		FY26		FY27		FY28		FY29		FY30		Fy31	
Install Rain shields on manholes	Revenues			\$	17,400										
camera inspection of gravity mains	Revenues	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000
Purchase sewer jet rig	Revenues					\$	40,000								
convert grinder / septic to gravity sewer	Grant / Loan							\$4	00,000 grant 00,000 loan						
Design / Build headworks at tansfer station	Revenues		' '		\$50,000 Planning)	\$450,000 (Construction)									
Purchase 3 generators or bypass pumps	loan			\$	150,000										

#### 7. Financial

### **Budget/Financial Sufficiency**

In order for an Asset Management Plan to be effectively put into action, it must be integrated with financial planning and long-term budgeting. The development of a comprehensive financial plan will allow the City of Fruitland Park to identify the financial resources required for sustainable asset management based on existing asset inventories, desired levels of service, and projected growth requirements.

The pyramid below depicts the various cost elements and resulting funding levels that should be incorporated into Asset Plans that are based on best practices.



This report, with the assistance of RevPlan, helps identify a financial plan by presenting a current scenario for consideration and culminating with final recommendations. A full RevPlan model with recommendations will be presented upon the completion of the drinking water AMP.

#### **Financial Performance**

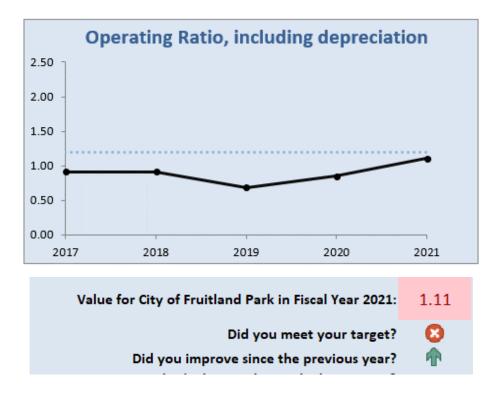
Financial data available from the annual financial statements were copied into a Financial Health Checkup tool provided by the Environmental Finance Center at the University of Chapel Hill. This free tool assists in the assessment of the financial performance of a utility fund by computing key financial indicators that measure a variety of important metrics. Each metric is compared against targets and demonstrates the financial strengths and weaknesses of the utility fund in the past five years.

As indicated by the Snapshot chart, the City of Fruitland Park met three out of the six financial targets indicating the need to continue strengthening the utility fund.

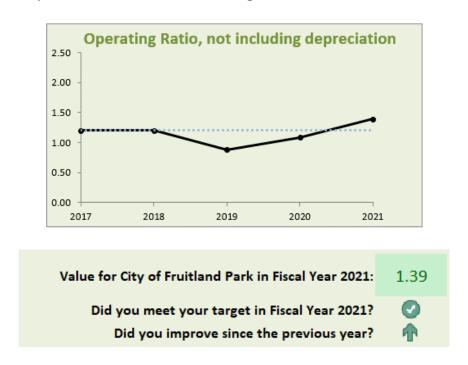




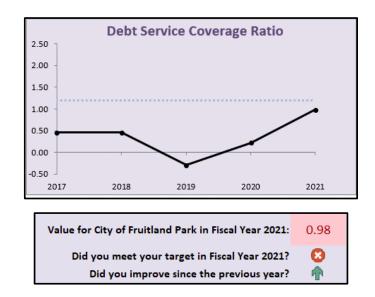
**Operating Ratio (including depreciation)**: Did the system generate the revenue needed to pay for O&M and a little for capital? Benchmark is 1.2.



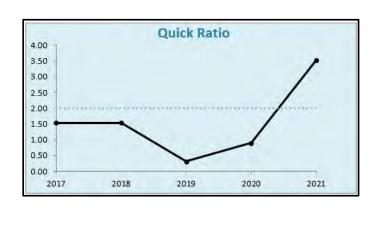
**Operating Ratio (not including depreciation)**: Did the system generate the revenues to pay for O&M by itself? Benchmark is 1.0 although recommended is 1.5

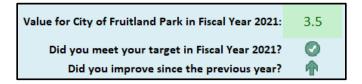


**Debt Service Coverage:** Did the system generate the revenues needed to pay for O&M and existing debt service? Benchmark is >1.2.

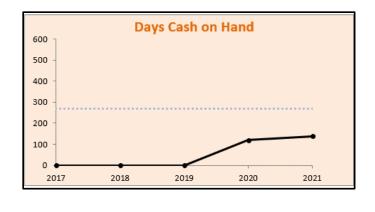


**Quick Ratio:** Did you have enough liquidity to pay your current liabilities at the end of the year? Benchmark is at least 2.0.



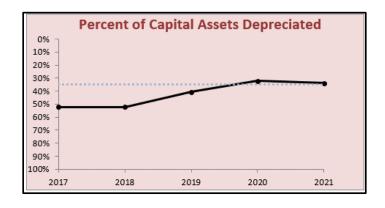


**Days Cash on Hand:** How many days could you continue to operate the utility with the cash levels available? Benchmark is 270 days.





**Percent of Capital Assets Depreciated:** How much have your utility's assets depreciated (nearing the end of their lives)? Benchmark is staying away from 100%.





Based on the analysis of key financial indicators, it is recommended that the City of Fruitland Park continue its efforts to strengthen the utility fund. This proactive approach is crucial for ensuring the availability of funds to cover daily operational expenses, service debt obligations, address capital replacement needs, handle unforeseen emergencies, and mitigate revenue shortfalls. Given the aging infrastructure of the wastewater system and the increasing percentage of

depreciated assets, it is imperative for the Enterprise fund to achieve full sustainability. This includes securing funding levels that encompass asset renewal, complete replacement costs, potential service improvements, and the requirements of a growing community. It is advisable to implement a RevPlan model at the end of each fiscal year to assess necessary rate adjustments, ensuring that the system can achieve self-sustainability and meet its expanding obligations. The positive trend in financial indicators resulting from previous rate adjustments underscores the effectiveness of this approach.

#### **Asset Statistics**

The table below summarizes the asset information from the City collected by FRWA and found in RevPlan:

City of Fruitland Park Wastewater System		
Total Replacement Cost of Wastewater System	\$ 8,050,185.94	
Percent of Assets Needing Replacement	0%	
Annual Replacement Cost of System	\$ 190,091.80	

Please note that the \$8.1 million dollar replacement cost of the Wastewater system documented above, along with the annual replacement cost of \$190,091.80 for the system is low. These figures do not include certain assets such as large equipment, vehicles, sewer force mains and some property improvements normally associated with maintaining a utility system. As a result, any proposed rate adjustments suggested by FRWA should be considered a minimum or a starting point for review and consideration by the City.

#### **Reserves**

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. All types of reserves can play a significant role in addressing current and future challenges facing utility systems, such as demand volatility, water and wastewater supply costs, large capital requirements, asset replacements, natural disasters and potential liabilities from system failures associated with aged infrastructure. All utilities should establish formal financial policies relative to reserves. Such policies should articulate how these balances are established, their use, and how the adequacy of each respective reserve fund

balance is determined. Once reserve targets are established, they should be reviewed annually during the budgeting process.

In the City of Fruitland Park, the unrestricted cash available at end of FY 2021 was \$554,543 with annual operating expenses (without depreciation) of approximately \$1,237,469 in FY 2021 giving the City 164 days of cash on hand according to the Audited Budget. Please note that these figures are from the last audited budget and may not reflect current amounts or past trends like listed above in the cash on hand chart. The chart above is a historic trend and not current amounts.

For planning purposes and without a stated reserve policy from the City, FRWA builds the financial model by ensuring the annual unrestricted reserve funding is adequate to 270 days of the current year operation and maintenance budget. While there is not a one size fits all approach to building reserves, FRWA cautions utilities about dropping below 90 days and encourages them to work towards a balance of cash on hand equal to or greater than 270 days. Cash reserves are essential to ensure a utility's long-term financial sustainability and resiliency. Each utility system has its own unique circumstances and considerations that should be factored into the selection of the types of reserves and corresponding policies that best meet its needs and objectives.

#### **Rates**

A 'rule of thumb' FRWA subscribes to regarding rates is that base charges pay for fixed expenses and usage charges fund the variable expenses. Rates should generate sufficient revenue to cover the full cost of operating a Wastewater system. By charging customers the full cost of water and wastewater, smaller systems send a message that water and wastewater are a valued commodity that must be used wisely and not wasted. When rates are set to cover the full cost of production, collection, and treatment, systems are more likely to have financial stability and security.

The current residential and commercial Wastewater rate structure is as follows:

Single Family Residential Wastewate	r Rates - Inside City
Base Rate	11/10/2022
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 Up to 10,000 Gallons	\$5.65 0.00
All Consumption Per 1,000 Gallons Above 10,000 Gallons	\$0.00 0.00

Multi-Family Residential Wastewate	r Rates - Inside City	Single Family Residential Wastewate	r Rates - Outside City
Base Rate		Base Rate	
3/4" Meter or Smaller	\$25.00	3/4" Meter or Smaller	\$31.25
1" Meter	41.67	1" Meter	31.25
1½" Meter	83.33	1½" Meter	31.25
2" Meter	133.33	2" Meter	31.25
3" Meter	250.00	Z Wicker	31.23
4" Meter	416.67	Volumetrie Date [4]	
6" Meter	833.33	Volumetric Rate [4]	67.07
8" Meter	1,133.33	All Consumption Per 1,000 Gallons	\$7.07
10" Meter	1,916.67	Up to 10,000 Gallons	0.00
Volumetric Rate		All Consumption Per 1,000 Gallons	\$0.00
All Consumption Per 1,000 Gallons	\$5.65	Above 10,000 Gallons	0.00

Base Rate	
3/4" Meter or Smaller	\$31.25
I" 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

#### **Rate Recommendation:**

FRWA is currently completing a Water Asset Management Plan for the City. Once the total assets and costs for both systems are calculated, a complete RevPlan model will be produced and all rate recommendations will be detailed for both systems. Outside of current rate amounts other items that can impact revenue are things like:

- Billing for vacant or abandoned lots
- Develop fines or fees for intentional damage done to City owned equipment at customer residence.
- Keep unaccounted for water and wastewater to a minimum.
- Reevaluate contracts with bulk customers and other service providers.

# 8. Energy Management

Energy costs often make up twenty-five to thirty percent of a utility's total operation and maintenance costs. They also represent the largest controllable cost of providing water and wastewater services. EPA's "Ensuring a Sustainable Future: An Energy Management Guidebook for Wastewater and Water Utilities" provides details to support utilities in energy management and cost reduction by using the steps described in this guidebook. The Guidebook takes utilities through a series of steps to analyze their current energy usage, use energy audits to identify ways to improve efficiency and measure the effectiveness of energy projects.

## **Energy Conservation and Cost Savings**

The System should ensure all assets, not just those connected to a power source, are evaluated for energy efficiency. The following are common energy management initiatives the System should implement going forward:

- 1. Load management
- 2. Replace weather-stripping and insulation on buildings
- 3. Installation of insulated metal roofing over energy inefficient shingle roofing
- 4. On-demand hot water heaters
- 5. Variable frequency driven pumps and electrical equipment
- 6. Energy efficient infrastructure
- 7. LED lighting
- 8. Meg electric motors
- 9. MCC electrical lug thermal investigation
- 10. Flag underperforming assets for rehabilitation or replacement

The above 10 energy saving initiatives are just a start and most can be accomplished in-house. A more comprehensive energy audit, conducted by an energy consultant/professional, is recommended to evaluate how much energy is consumed system-wide and identify measures that can be taken to utilize energy more efficiently. The primary goal is reducing power consumption and cost through physical or operational changes.

Each system will have unique opportunities to reduce energy use or cost depending on system specific changes and opportunities within the power provider's rate schedules. For example, an audit of an individual wastewater treatment plant (WWTP) will attempt to pinpoint wasted or unneeded facility energy consumption.

With the cost of electricity rising, the reduction of energy use should be a priority for systems. A key deliverable of an energy audit is a thorough analysis of the effect of overdesign on energy efficiency. Plants are designed to perform at maximum flow and loading conditions. Unfortunately, most plants are not efficient at average conditions. Aging infrastructure is another

source of inefficient usage of energy in WWTPs across the country. The justification for addressing aging infrastructure related energy waste is also included in the energy audit process.

## **Energy Conservation Measures**

The table on the following page provides typical water and wastewater high-use energy operations and associated potential energy saving measures.

High Energy Using Operations	Energy Saving Measures	
Lighting	<ul> <li>Motion sensors</li> <li>T5 low and high bay fixtures</li> <li>Pulse start metal halide</li> <li>Indirect fluorescent</li> <li>Super-efficient T8s</li> <li>Comprehensive control for large buildings</li> </ul>	
Heating, Ventilation, Air Conditioning (HVAC)	<ul> <li>Water source heat pumps</li> <li>Prescriptive incentives for remote telemetry units</li> <li>Custom incentives for larger units</li> <li>Low volume fume hood</li> <li>Occupancy controls</li> <li>Heat pump for generator oil sump</li> </ul>	

## **Energy Audit Approach**

An energy audit is intended to evaluate how much energy is consumed and identify measures that can be taken to utilize energy more efficiently. The primary goal is reducing power consumption and cost through physical and operational changes. Each system will have unique opportunities to reduce energy use or cost depending on system specific changes and opportunities within the power provider's rate schedules. An audit of an individual treatment plant is an attempt to pinpoint wasted or unneeded facility energy consumption. It is recommended to perform an energy audit every two to three years to analyze a return on investment.

Minimum Equipment Information to Gather	Additional Equipment Information to Gather	Conditions to Consider
<ul> <li>Pump style</li> <li>Number of pump stages</li> <li>Pump and motor speed(s)</li> <li>Pump rated head (name plate)</li> <li>Motor rated power and voltage (name plate)</li> <li>Full load amps</li> <li>Rated and actual pump discharge</li> <li>Operation schedules</li> </ul>	<ul> <li>Pump manufacturer's pump curves</li> <li>Actual pump curve</li> <li>Power factor</li> <li>Load profile</li> <li>Analysis of variable frequency drives (vfd's) if present</li> <li>Pipe sizes</li> <li>Water level (source)</li> <li>Motor current</li> <li>Pump suction pressure</li> <li>Discharge pressure</li> </ul>	<ul> <li>Maintenance records</li> <li>Consistently throttled values</li> <li>Excessive noise or vibrations</li> <li>Buildup of sand and/or grit</li> <li>Evidence of wear or cavitation on pump, impellers, or pump bearings.</li> <li>Out-of-alignment conditions</li> <li>Significant flow rate/ pressure variations</li> <li>Active by-pass piping</li> <li>Restrictions in pipes or pumps</li> <li>Restrictive/leaking pump shaft packing</li> </ul>

A wastewater system energy audit approach checklist, similar to the one above for pumps and motors, can be a useful tool to identify areas of potential concern and to develop a plan of action to resolve them.

Several grants and loans are available to systems for completing such projects. A list of common funding sources is found in Section 9 of this Plan.

Please know that FRWA offers Energy Assessments to our members and SRF recipients that are participating in the AMFSP program. It is recommended that audits be completed every two to three years. For future energy assessments, please contact your local Circuit Rider or the FRWA office to participate.

## 9. Conclusions

Our conclusions are based on our observations during the data collection procedure, discussions with Fruitland Park staff, regulatory inspection data, and our experience related to similar assets.

Areas needing attention are detailed in Section 4 and include:

#### **Sewer Mains:**

- Begin annual smoke testing and notate findings in diamond maps.
- Develop a cleaning and camera inspection plan to identify defects and needed repairs in trouble areas.
- Continue expanding the collection system according to Wastewater Utility Master Plan and converting grinder stations to gravity sewer mains when available.

 Begin developing a septic to sewer plan to remove older homes from septic tanks (or grinder stations) to gravity sewer.

#### Manholes:

- Install rain dishes on all (56) manholes.
- Continue annual assessments on manholes to ensure condition and deficiencies are noted in Diamond Maps as the manholes age.

#### **Lift Stations:**

- Review design and operations at Chelsea lift station.
- Perform lift station checks two times a week (minimum), annual draw down tests.
- Purchase / install 3 generators or bypass pumps.
- Annually update assessment of lift stations in diamond maps.
- Have engineer design and plan headworks at master transfer station.

## **Energy Audit:**

• Conduct energy audit and update annually. FRWA can assist with initial audit and updates. Recommendations should be implemented once complete.

#### Other Areas:

- An Asset Management Planning (AMP) and Computerized Maintenance Management System (CMMS) program must be implemented to maintain assets efficiently and effectively.
- Continue to pursue alternative revenue funding sources for capital improvement projects as defined in the Capital Improvement Plan.
- Staff training on maintenance, safety, and use of the AMP/CMMS tool must be completed.
- Strengthen the wastewater system fund in order to cover daily expenses, debt service, capital replacement costs, emergencies, and unexpected revenue shortfalls. Rates must be increased and routinely monitored to ensure adequate funding for operations and system improvements. Cash reserves are essential to a utility's operation and it is recommended that the City maintain a wastewater fund cash reserve.

- Perform regular audits of Energy Saving initiatives. Even small changes in energy use can result in large savings.
- The Asset Management Plan must be adopted by Resolution or Ordinance. This demonstrates the utility's commitment to the plan. After adoption, implementation of the AMP must occur.

# Implementing this Asset Management and Fiscal Sustainability Plan:

Implementing an Asset Management and Fiscal Sustainability Plan requires several items:

- 1. <u>Assign specific personnel</u> to oversee and perform the tasks of Asset Management.
- 2. <u>Develop and use a Computerized Maintenance Management System (CMMS) program</u>. The information provided in this FSAMP plan will give the utility a good starting point to begin. Properly maintaining assets will ensure their useful life is extended and will ultimately save money. Asset maintenance tasks are scheduled and tracked, new assets are captured, and assets removed from service are retired properly using CMMS. Transitioning from reactive to preventive and predictive maintenance philosophies will net potentially large savings for the utility. Diamond Maps is one example among many options that are available. FRWA can help with set up and implementation.
- 3. <u>Develop specific Level of Service items</u>. Create a Level of Service (LOS) Agreement and inform customers of the Utility's commitment to providing the stated LOS. Successes can be shared with customers. This can dramatically improve customer relations. This also gives utility employees goals to strive for and can positively impact morale. We have included a draft LOS list in <u>Section 2 Level of Service</u>.
- 4. <u>Develop specific Change Out/Repair/Replacement Programs</u>. The City should budget for Repair and Replacement and evaluate the system to adjust the annual budgeted amounts accordingly. An example includes budgeting for a certain number of stepped system refurbishments each year.
- 5. <u>Modify the existing rate structure.</u> Continue to make sure adequate funds are available to properly operate and maintain the facilities. Rate increases, when required, can be accomplished in a stepped fashion rather than an 'all now' approach to lessen the resulting customer impact.
- 6. <u>Explore financial assistance options.</u> Financial assistance is especially useful in the beginning stages of Asset Management since budget shortfalls likely exist and high cost items may be needed quickly. For a table of common funding sources, see <u>Funding Sources for Water and Wastewater Systems</u>.

- 7. Revisit the AMFS plan annually. An Asset Management Plan is a living document. It can be revised at any time but must be revisited and evaluated at least once each year. Common updates or revisions include:
  - Changes to your asset management team;
  - Updates to the asset inventory;
  - Updates to asset condition and criticality ranking charts;
  - Updates to asset condition and criticality assessment procedures
  - Updates to operation and maintenance activities;
  - Changes to financial strategies and long-term funding plans.

The annual review should begin by asking yourself:

"What changes have occurred since our last AMFS plan update?"

## **Funding Sources for Water and Wastewater Systems**

On the following page is a table of common funding sources, including web links and contact information. All municipal systems should be making the effort to secure funding, which can be in the form of low or no interest loans, grants or a combination of both.

Agency/Program	Website	Contact
FDEP Drinking Water State Revolving Fund Program (DWSRF)	https://floridadep.gov/wra/srf/content/dwsrf- program	Eric Myers  Eric.Myers@FloridaDEP.gov  850-245-2969
FDEP Clean Water State Revolving Fund Loan Program (CWSRF)	https://floridadep.gov/wra/srf/content/cwsrf- program	Mike Chase <u>Michael.Chase@FloridaDEP.gov</u> 850-245-2913
USDA Rural Development- Water and Wastewater Direct Loans and Grants	https://www.rd.usda.gov/programs-services/rural- economic-development-loan-grant-program  https://www.rd.usda.gov/programs-services/water- waste-disposal-loan-grant-program	Jeanie Isler <u>jeanie.isler@fl.usda.gov</u> 352-338-3440
Economic Development Administration- Public Works and Economic Adjustment Assistance Programs	Public Works Adjustment  https://www.grants.gov/web/grants/view- 40	
National Rural Water Association- Revolving Loan Fund	https://nrwa.org/initiatives/revolving-loan-fund/	Gary Williams <u>Gary.Williams@frwa.net</u> 850-668-2746
Florida Department of Economic Opportunity- Florida Small Cities Community Development Block Grant Program	http://www.floridajobs.org/community-planning- and-development/assistance-for-governments-and- organizations/florida-small-cities-community- development-block-grant-program	Roger Doherty <u>roger.doherty@deo.myflorida.com</u> 850-717-8417
Northwest Florida Water Management System - Cooperative Funding Initiative (CFI)	https://www.nwfwater.com/Water- Resources/Funding-Programs	Christina Coger <u>Christina.Coger@nwfwater.com</u> 850-539-5999

## Closing

This Asset Management and Fiscal Sustainability plan is presented to the City of Fruitland Park for consideration and final adoption. Its creation would not be possible without the cooperation of the System staff and the Florida Department of Environmental Protection State Revolving Fund (FDEP-SRF).

As a valued FRWA member, it is our goal to help make the most effective and efficient use of your limited resources. The Asset Management and Fiscal Sustainability Plan is an unbiased, impartial, independent review and is solely intended for achievement of drinking water and wastewater system fiscal sustainability and maintaining your valuable utility assets. The Florida Rural Water Association has enjoyed serving you and will happily assist the City of Fruitland Park with any future projects to ensure your Asset Management Plan is a success.

# **Appendix A: Sample Resolution**

<b>RESOLUTION NO.</b>	2023-

A RESOLUTION OF THE CITY OF FRUITLAND PARK, APPROVING THE WASTEWATER SYSTEM ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Florida Statutes provide for financial assistance to local government agencies and public systems to finance construction of utility system improvements; and

WHEREAS, the Florida Department of Environmental Protection State Revolving Fund (SRF) has designated Fruitland Park's Wastewater system improvements, identified in the Asset Management and Fiscal Sustainability Plan, as potentially eligible for available funding; and

WHEREAS, as a condition of obtaining funding from the SRF, the system is required to implement an Asset Management and Fiscal Sustainability Plan for the system's Wastewater System Improvements; and

**WHEREAS**, the City Commission of the City of Fruitland Park has determined that approval of the attached Asset Management and Fiscal Sustainability Plan for the proposed improvements, in order to obtain necessary funding in accordance with SRF guidelines, is in the best interest of the System.

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

<u>Section 1.</u> That the City of Fruitland Park City Commission hereby approves the City of Fruitland Park Wastewater System Asset Management and Fiscal Sustainability Plan, attached hereto and incorporated by reference as a part of this Resolution.

Section 2.	That the City N	lanager is authorize	ed to take all actior	ns necessary to
effectuate the intent	t of this Resolu	tion and to implem	nent the Wastewate	r System Asset
Management and Fisc	cal Sustainability	Plan in accordance v	vith applicable Florida	a law and Board
direction in order to o	btain funding fro	m the SRF.		

<u>Section 3.</u> That the City of Fruitland Park will annually evaluate existing rates to determine the need for any increase and will increase rates in accordance with the financial recommendations found in the Wastewater System Asset Management and Fiscal Sustainability Plan or in proportion to the System's needs as determined by the Board in its discretion.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on this	day of, 2023.
	Mayor
ATTEST:	APPROVED AS TO FORM:
 City Manager	 City of Fruitland Park Attorney

# **Appendix B: Master Asset List**

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

ITEM TITLE:	First Reading and Public Hearing – Ordinance 2023-023 Redistricting Maps
MEETING DATE:	Thursday, December 14, 2023
DATE SUBMITTED:	
SUBMITTED BY:	
BRIEF NARRATIVE:	Ordinance 2023-023 Redistricting Maps
FUNDS BUDGETED:	
ATTACHMENTS:	
RECOMMENDATION:	
ACTION:	

#### **ORDINANCE 2023-023**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, CHANGING THE BOUNDARIES OF THE FIVE CITY COMMISSION DISTRICTS BASED ON POPULATION DATA REVIEWED AND PROVIDED BY LPG URBAN & REGIONAL PLANNERS, INC. AND INCLUSION OF PROPERTY ANNEXED INTO THE CITY OF FRUITLAND PARK SINCE THE ADOPTION OF THE CURRENT DISTRICT BOUNDARIES; ADOPTING A NEW EXHIBIT "A" MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.17, of the City of Fruitland Park Charter states in part "The city commission shall initially adopt and thereafter modify city commission districts by the enactment of an ordinance under such processes, procedures, and redistricting committees and/or consultants the city commission may deem to be desirable"; and

**WHEREAS**, LPG Urban & Regional Planners, Inc. reviewed 2020 US Census Block data, as well as data from the Lake County Property Appraisers office in regard to parcels with residences, City records as to approved subdivisions, socio-economic characteristics, 2020 U.S. Census population data, and BEBR population data; and

WHEREAS, the 2030 U.S. Census data is not yet available, however, other reliable data sources reflect an increase in the population of the City of Fruitland Park, and additional property has been annexed into the City of Fruitland Park municipal boundaries since the current political district map and boundaries were adopted; and

WHEREAS, the City Commission desires to comply with all legal requirements relating to voting districts and therefore, finds it necessary to adjust the district boundaries; and

**WHEREAS**, the proposed district boundaries and map comply with law.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, as follows:

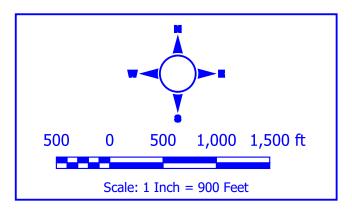
**SECTION 1. District Boundaries and Map.** The City Commission of the City of Fruitland Park hereby approves and adopts the boundaries of the districts as depicted on the map attached hereto as **Exhibit "A"** which shall replace in its entirety the existing district boundaries and existing map which was previously designated Exhibit A. The boundaries of the five Commission districts shall be as shown on the map attached as **Exhibit "A"** and made a part hereof. The data identifying the properties within the boundaries of each of the five Commission districts shall be on file with the City Clerk.

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon its passage as a non-emergency ordinance at two scheduled public meetings of the City Commission. **PASSED AND ORDAINED** this day of January, 2024, 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 DeGrave (Yes), (No), (Abstained), (Absent) Commissioner Gunter \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent) Commissioner Bell (Yes), (No), (Abstained), (Absent) Commissioner Mobilian \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent) Approved as to form and legality: Anita Geraci-Carver, City Attorney

## **EXHIBIT A**

# DISTRICT MAP (attached)





Legend

County Boundary
City of Fruitland Park

Planned Units - Option 11-B

District 1 - 1,153 Units

District 2 - 1,150 Units

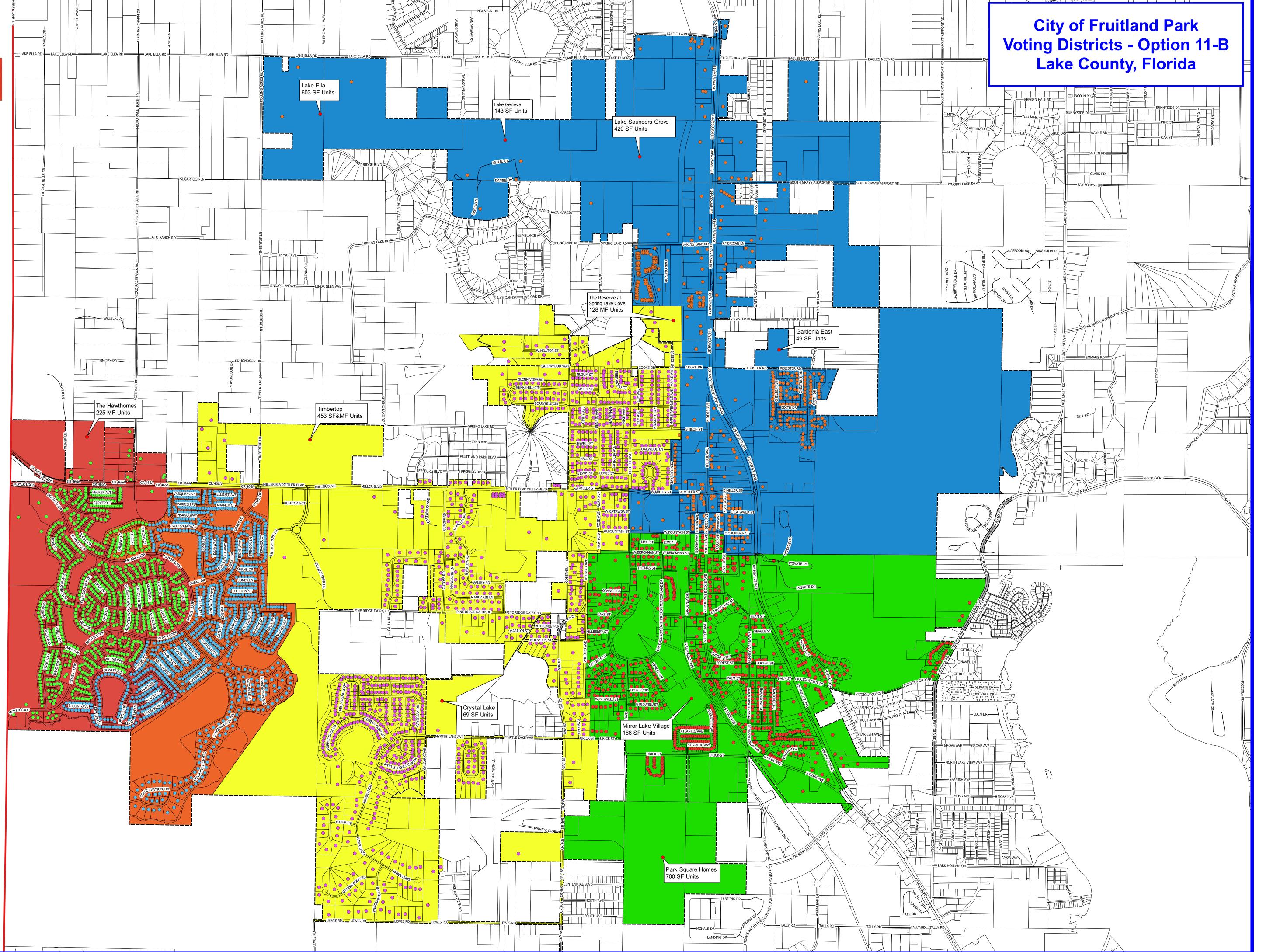
District 3 - 1,725 Units

District 4 - 1,726 Units

District 5 - 1,726 Units

Voting District - Option 11-B

1
2





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

ITEM TITLE: First Reading and Public Hearing Ordinance

2023-020 Comprehensive Plan Amendment

**Building Heights Restriction** 

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

**BRIEF NARRATIVE: Ordinance 2023-020** to amend the city's comprehensive plan to restrict building heights within the city to a maximum of 35' (three stories).

FUNDS BUDGETED: None

**ATTACHMENTS:** Draft Ordinance 2023-020 and advertising

affidavit.

**RECOMMENDATION:** 

ACTION: Approve Ordinance 2023-020.

#### **ORDINANCE 2023-020**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK FUTURE LAND USE DESIGNATIONS APPLICABLE TO ALL PROPERTIES WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS; **PROVIDING FOR SEVERABILITY**; **PROVIDING INCLUSION** IN **OF FRUITLAND** THE **CITY PARK'S** COMPREHENSIVE PLAN; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park desires to amend its comprehensive plan to amend the maximum number of stories allowed and maximum height of buildings within the City of Fruitland Park.

WHEREAS, the Planning and Zoning Board and the local planning agency of the City of Fruitland Park each held a public hearing on this ordinance which was advertised in accordance with law, and the Planning and Zoning Board and the LPA made a recommendation to City Commission.

WHEREAS, the City Commission of the City of Fruitland Park public hearing for transmittal has been advertised as required by law with the public hearing occurring at least 7 days after the day that the first advertisement was published.

WHEREAS, the City Commission of the City of Fruitland Park second public hearing for adoption of this ordinance is being held at least 5 days after the date of the second advertisement.

**WHEREAS**, the City of Fruitland Park desires to amend the Comprehensive Plan for the City of Fruitland Park as set forth below.

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

**Section 1. Table 1.1, Chapter 1.** Table 1.1, Chapter 1 in the Future Land Use Element, Goals, Objectives and Policies of the City of Fruitland Park's comprehensive plan is hereby amended to read as stated herein and which shall be applicable to property located within the City of Fruitland Park municipal boundaries:

#### Table 1.1

Land Use	Permitted	Special	Non-Residential
Designation	Residential Density	Requirements	Allowable Uses and

			Intensities	
Single-Family Low Density	2 units/acre	Min. 25% open space.	e. Public facilities/services as set out in Policy 1-5.1	
Single-Family Medium Density	4 units/acre	Min. 25% open space	Small scale commercial uses may be permitted with PUD zoning, max. size 15,000 sq. ft. & max. FAR 0.20 Public facilities/services as set out in Policy 1-5.1	
Multiple-Family Low Density	4-8 units/acre	Max 4/ac without sewer Min. 25% open space	Small scale commercial uses may be permitted with PUD zoning, max. size 15,000 sq. ft. & max. FAR 0.20 Public facilities/services as set out in Policy 1-5.1	
Multiple -Family Medium Density	10 units/acre	Min. 25% open space.  Building heights above 35 feet may be allowable if approved by the City Commission.  Buildings are limited to 3-story maximum and maximum height of 35-ft.  Max 4/ac without sewer	Small scale commercial uses may be permitted with PUD zoning, max. size 15,000 sq. ft. & max. FAR 0.20 Public facilities/services as set out in Policy 1-5.1	
Multiple-Family High Density	15 units/acre	Min. 25% open space.  Building heights above 35 feet may be allowable if approved by the City Commission.  Buildings are limited to 3-story maximum and maximum height of 35-ft.  Max 4/ac without sewer	be permitted with PUD zoning, max.	
Central Business District Mixed Use	10 units/acre	Residential at 2 <sup>nd</sup> or 3 <sup>rd</sup> floor. Maximum building height 3		

Transitional Mixed Community	4 units/acre 6 units/acre	story's Buildings are limited to 3-story maximum and maximum height of 35-ft.  Min. 25% open space  Min. 20% open space.  Building heights above 35 feet may be allowable if approved by the City Commission.  Buildings are limited to 3-story maximum and maximum height of 35-ft.  Min. & Max. uses apply.  Max 4/ac without sewer	professional services. Max ISR 80%, Max FAR 0.70
General Mixed Use	12 units/acre	Min. 20% open space.  Building heights above 35 feet may be allowable if approved by the City Commission.  Buildings are limited to 3-story maximum and maximum height of 35-ft.  Min. & Max. uses apply.  Max 4/ac without sewer	sales/office, educational & civic uses.
Neighborhood Commercial	Residential uses may be permitted 2 <sup>nd</sup> floor or above 3 <sup>rd</sup> floor with up to 4/ac with PUD zoning per Policy 1-1.10		office and services, civic & institutional. Max ISR 70%,
Commercial – High Intensity		above 35 feet may be	Higher intensity commercial uses and wholesale commercial

	by the City	uses.	
	Commission.	Max. ISR 70%,	
	Buildings are limited	Max FAR 0.2-0.5	
	to 3-story maximum		
	and maximum height		
	of 35-ft.		
Industrial	Building heights Wholesale		
	above 35 feet may be	commercial and light	
	allowable if approved	fapproved industrial uses.	
	by the City	the City Max ISR 75%,	
	Commission.	*	
	Buildings are limited	ldings are limited	
	to 3-story maximum		
	and maximum height		
	<u>of 35-ft.</u>		
Institutional	Building heights	Educational, religious,	
	above 35 feet may be	public and private	
	allowable if approved	utilities, and	
	by the City	governmental land	
	Commission.	uses.	
	Buildings are limited	Max ISR 70%,	
	to 3-story maximum	Max FAR 0.30	
	and maximum height		
	<u>of 35-ft.</u>		
Recreation		Private and public	
		recreation facilities.	
		Max. ISR 30%	
		Max. FAR 0.30	
Open Space		Max. ISR 35%	

See also Policy 1-1.19, Chapter 1.

**Section 2. Policy 1-1.8, Chapter 1.** Policy 1-1.8, Chapter 1 in the Future Land Use Element, Goals, Objectives and Policies of the City of Fruitland Park's comprehensive plan is hereby amended to read as stated herein and which shall be applicable to property located within the City of Fruitland Park municipal boundaries:

Policy 1-1.8: Central Business District Mixed Use. The Central Business District Mixed Use land use category is established to encourage economic activity, living quarters and local employment opportunities within the central area of Fruitland Park. This category permits the highest commercial floor area ratios in the city and is intended to provide flexibility and to enable uses that meet the retail and service needs of a traditional city center and its vicinity. Permitted land uses include retail, office, business and other professional services at first floor, with office and residential uses at second or third floor. The maximum impervious surface coverage is 80% and the maximum floor area ratio is 1.0. The maximum residential density is up to 10.0 dwelling units per acre. Maximum building height is 35-feet and buildings are limited to a maximum of three (3) stories.

**Section 3. Policy 1-1.11, Chapter 1.** Policy 1-1.11 Chapter 1 in the Future Land Use Element, Goals, Objectives and Policies of the City of Fruitland Park's comprehensive plan is hereby amended to read as stated herein and which shall be applicable to property located within the City of Fruitland Park municipal boundaries:

Policy 1-1.11: Neighborhood Commercial. Neighborhood Commercial is intended to provide for the day-to-day needs of the immediate neighborhood and should be within walking distance of the supporting neighborhood. Located adjacent to primary highways, commercial development in this land use district is intended to accommodate businesses up to 30,000 sq. ft. in size. Residential uses may be permitted in this category if the site has Planned Unit Development (PUD) zoning and it is compatible with the adjacent properties. No industrial development shall be allowed. Building heights above 35 feet may be allowable if approved by the City Commission. Any building above 35 feet will require assurance of adequate fire protection approved by the City. Maximum building height is 35-feet and buildings are limited to a maximum of three (3) stories.

The following uses and criteria are applicable to this land use category:

- 1) Convenience retail sales and services
- 2) Offices
- 3) Civic and institutional uses.
- 4) Residential at 2<sup>nd</sup> floor and 3<sup>rd</sup> floor above
- 5) Maximum FAR: 0.5.
- 6) Maximum ISR: 70%
- 7) Maximum residential density 4 units/acre.

**Section 4. Policy 1-1.19, Chapter 1.** Policy 1-1.19 Chapter 1 in the Future Land Use Element, Goals, Objectives and Policies of the City of Fruitland Park's comprehensive plan is hereby added to read as stated herein and which shall be applicable to property located within the City of Fruitland Park municipal boundaries:

Policy 1-1.19 Affordable Housing Development. It is the City's intention to comply with s.166.04151, Florida Statutes relating to development of affordable housing, as defined in s. 420.0004, Florida Statutes. Therefore, notwithstanding any other policy, ordinance, regulation, or land development code provision, multifamily and mixed-use residential are allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004, F.S. Such proposed multifamily development is not required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under s.166.04151(7), F.S. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

**Section 5. Severability.** If any section or phrase of this ordinance is held to be unconstitutional, void or otherwise invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

**Section 6.** Conflicts. In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control and supersede.

**Section 7. Inclusion.** It is the intention of the City Commission of the City of Fruitland Park that this comprehensive plan amendment shall become and be made a part of the comprehensive plan for the City. Goals, objectives, and policies of the Comprehensive Plan may be renumbered or reorganized for editorial and codification purposes and such renumbering or reorganization shall not constitute nor be considered a substantive change to the comprehensive plan amendment as adopted.

**Section 8.** Effective Date. The effective date of this plan amendment shall be pursuant to the state land planning agency's notice of intent. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 11<sup>th</sup> day of January 2024 9th day of February 2023.

Chris Cheshire, Mayor				
Attest:				
Esther B. Coulson, City Cl	erk, MMC			
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
Vice Mayor DeGrave	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Gunter	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	(No),	(Abstained),	(Absent)
First Reading				
Second Reading		_		

Approved as to form and legality:	
Anita Geraci-Carver, City Attorney	

#### **ZONING DISTRICT REGULATIONS**

# <u>SECTION 154.030:</u> <u>ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL</u> ZONING MAP

d) Purpose and Intent of Zoning Districts

This section presents the basic purpose and intent of each zoning district.

#### 1) R-2 "Single Family Low Density Residential"

This district is established to implement comprehensive plan policies for managing low-density, single-family residential development at a density not to exceed two (2) single-family dwelling units per acre. The R-2 district is established to preserve the stability of existing and future conventional single-family residential neighborhoods, preserve open space, and manage future densities in order to assure that future densities are compatible with existing developments, natural features of the land, as well as existing and projected public services and facilities within the area.

- A) The following uses shall be permitted:
  - i) Single-family detached dwelling units.
  - ii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage and maximum square footage pursuant to the zoning district.
  - iii) Customary accessory structures incidental to the principal structure pursuant to Section 156.010 of the Land Development Code.
  - iv) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
  - v) Home Occupations pursuant to Section 156.020 of the Land Development Code.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of the Land Development Code.

#### C) Uses Expressly Prohibited

- i) Single-family attached dwelling units.
- ii) Multi-family residential dwelling units.
- iii) Two family (duplex) dwelling units.
- iv) Commercial land uses.
- v) Industrial land uses.
- vi) Any use prohibited by City, State, or Federal law.
- vii) Adult Entertainment.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as a conditional use pursuant to Chapter 155 of this Code.

#### E) Design Standards

- i) Minimum lot size shall be twenty thousand (20,000) square feet.
- ii) Minimum lot width shall be one hundred feet (100') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Maximum building height shall be thirty-five feet (35') <u>and buildings are limited to 3-story maximum</u>. <del>Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.</del>
- iv) Minimum setbacks requirements:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')
    Another lot Fifteen feet (15')
    Garage setback from roadway: Twenty-five feet (25')
  - c. Rear: Local roadways Twenty feet (20')
    Another lot Twenty-five feet (25')
    Garage setback from roadway: Twenty-five feet (25')
- v) Maximum building coverage: Thirty percent (30%).
- vi) Minimum living area shall be one thousand twelve hundred (1,200) square feet exclusive of porches, garages or utility Sec. 154.030 d), P a g e

rooms.

vii) The minimum open space shall be twenty-five percent (25%).

#### 2) R-4 "Single-Family Medium Density Residential"

This district is established to implement comprehensive plan policies for managing traditional single-family residential development at a density not to exceed four (4) dwelling units per acre. This district is established to preserve the stability of existing and future residential neighborhoods, preserve open space, and manage future densities to assure a smooth transition between low-density residential and areas designed for more intense uses, natural features of the land, as well as existing and projected public services and facilities within the area.

- A) The following uses shall be permitted:
  - i) Single-family detached residential dwelling units.
  - ii) Customary accessory structures incidental to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - iv) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - v) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
- B) Uses Permitted as Special Exception Use Upon Approval by the City Commission
  - i) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of the Land Development Code.
  - ii) Small Homestay Bed and Breakfast Inn.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses.
  - ii) Industrial land uses.
  - iii) Any use prohibited by City, State, or Federal law.

- iv) Multi-family dwelling unit.
- v) Two-family (duplex) dwelling units.
- vi) Single family attached dwelling units.
- vii) Adult Entertainment.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

#### E) Design Standards

- Minimum lot size shall be ten thousand (10,000) square feet provided central sewer is utilized. Minimum lot size shall be twelve thousand five hundred (12,500) square feet when septic tanks are utilized.
- ii) Minimum lot width shall be eighty feet (80') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- iv) Minimum setbacks requirements:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')Another lot Ten feet (10')Garage setback from roadway: Twenty-five feet (25').
  - c. Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20')
     Garage setback from roadway: Twenty-five feet (25').
- v) Maximum building coverage: Thirty percent (30%).
- vi) Minimum living area shall be one thousand twelve hundred (1,200) square feet exclusive of porches, garages or utility rooms.
- vii) The minimum open space shall be twenty-five percent (25%).

#### 3) R-8 "Multi-Family Low Density Residential"

This district is established to provide for medium density residential development not restricted to single-family dwelling units. Density shall not exceed four (4) units per acre unless central sewer facilities are available at which time density is not allowed to exceed eight (8) dwelling units per acre. This zoning district will facilitate the transition between lower intensity and higher intensity residential uses.

- A) The following uses shall be permitted:
  - i) Single-family detached residential dwelling units.
  - ii) Single-family attached residential dwelling units.
  - iii) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iv) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - v) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - vi) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
  - vii) Two family (duplex) dwelling units.
  - viii) Multi-family dwelling units.
  - ix) Mobile Home Subdivision Development Requirements. The developer shall prepare and submit plans in accordance with the Subdivision Regulations of Chapter 157 of the Land Development Code.
  - x) Small and Medium Home Stay Bed and Breakfast Inn
- B) Uses Permitted as Special Exception Use Upon Approval by the City Commission
  - Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of Land Development Code.

# C) Uses Expressly Prohibited

- i) General Commercial land uses.
- ii) Industrial land uses.
- iii) Adult Entertainment.
- iv) Any use prohibited by City, State, or Federal law.

## D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

# E) Design Standards

- i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
- iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized. All lot widths are measured at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- vi) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, Sec. 154.030 d), P a g e |

duplex and triplex units:

- a. Front: Local roadways Twenty feet (20')
  Garage setback from roadway Twenty-five feet (25').
- Side: Local roadway Twenty feet (20')
   Another lot Ten feet (10')
   Garage setback from roadway: Twenty-five feet (25')
- Rear: Local roadways Twenty feet (20')
   Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.
   Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front: Local roadways Twenty feet (20')
     Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')Another lot Fifteen feet (15')

Garage setback from roadway: Twenty-five feet (25')

- Rear: Local roadways Twenty feet (20')
   Another lot Twenty feet (20').
   Garage setback from roadway:
   Twenty-five feet (25')
- ix) Maximum building coverage: Thirty percent (30%).
- x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multifamily, duplex and triplex shall be six hundred (600) square feet exclusive of porches, garages or utility rooms.
- xi) The minimum open space shall be twenty-five percent (25%).

#### 4) R-3A "High Density Residential/Neighborhood Commercial"

This district is established to provide for a mix of high density residential and neighborhood commercial uses not to exceed four (4) dwelling units per acre unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre. Buildings are limited to 3-story maximum and maximum height of 35-ft. It is intended to provide essential services Sec. 154.030 d), P a g e

to residential areas without detrimental effects to residential neighborhoods. Any future request for commercial development in this category will require rezoning to Planned Unit Development consistent with Section 154.030(d)(10).

- A) The following uses shall be permitted:
  - i) Single-family attached dwelling units.
  - ii) Single-family detached dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) 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.
  - vi) Home occupations pursuant to Section 156.020 of the Land Development Code.
  - vii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - viii) Day Care Centers.
  - ix) Offices for professional services.
  - x) Personal services.
  - xi) Commercial uses less than 25,000 square feet, when approved through the Planned Unit Development process in Section 154.030(d)(10).
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult congregate living facilities.
  - iii) Nursing homes.
  - iv) Small, medium, and large Homestay Bed and Breakfast Inn.
- C) Uses Expressly Prohibited
  - i) Commercial land uses greater than 25,000 square feet.
  - ii) Industrial land uses.

- iii) Adult Entertainment.
- iv) Uses prohibited by City, State or Federal law.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

# 5) R-10 "Multi-Family Medium Density"

This district is established to provide for a mix of high density residential and neighborhood commercial uses not to exceed four (4) dwelling units per acre, unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre. It is intended to provide essential services to residential areas without detrimental effects to residential neighborhoods.

- A) The following uses shall be permitted:
  - i) Single-family attached dwelling units.
  - ii) Single-family detached dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - vi) Accessory dwelling units for non-paying family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - vii) Home occupations pursuant to Section 156.020 of the Land Development Code.
  - viii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - ix) Small, medium, and large Homestay Bed and Breakfast Inn.

- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult congregate living facilities.
  - iii) Nursing homes.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses
  - ii) Industrial land uses.
  - iii) Adult Entertainment.
  - iv) Uses prohibited by City, State or Federal law.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

- E) Design Standards
  - i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
  - ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
  - iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
  - iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. The lot is located on a culde-sac or a curve in which case the lot width shall be measured along the building setback line.

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- wi) Maximum building height shall be thirty-five feet (35') <u>and buildings are limited to 3-story maximum</u>. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, duplex and triplex units:
  - a. Front: Local roadways Twenty feet (20')
     Garage setback from roadway Twenty-five feet (25').
  - Side: Local roadway Twenty feet (20')
     Another lot Ten feet (10')
     Garage setback from roadway: Twenty-five feet (25')
  - Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.

     Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front yard: Thirty feet (30')
  - b. Front yard garage: Twenty-five feet (25')
  - c. Side yard: Fifteen feet (15')
  - d. Rear yard: Thirty feet (30')
  - ix) Maximum building coverage: Thirty percent (30%).
  - x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multifamily, duplex and triplex shall be six hundred (600) square feet each exclusive of porches, garages or utility rooms.
  - xi) The minimum open space shall be twenty-five percent (25%).

# 6) <u>R-15 "Multi-Family High Density Residential"</u>

This district is established to implement comprehensive plan policies for managing high density residential development at a density not to exceed four (4) dwelling units per acre unless central sewer facilities are available at which time density is not allowed to exceed (15) dwelling units per acres. This district is established to ensure that sufficient land is available for high density residential development.

- A) The following uses shall be permitted:
  - i) Single-family attached residential dwelling units.
  - ii) Single-family detached residential dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - vi) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling units may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - vii) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - viii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - ix) Small, Medium, and Large Homestay Bed and Breakfast Inn.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult Congregate Living Facilities.
  - iii) Nursing Homes.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

# E) Design Standards

- i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
- iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. The lot is located on a culde-sac or a curve in which case the lot width shall be measured along the building setback line.
  - vi) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, duplex and triplex units:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')Another lot Ten feet (10')Garage setback from roadway: Twenty-five feet (25')
  - Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.
     Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')

Another lot - Fifteen feet (15')
Garage setback from roadway: Twenty-five feet (25')

- Rear: Local roadways Twenty feet (20')
   Another lot Twenty feet (20').
   Garage setback from roadway: Twenty-five feet (25')
- ix) Maximum building coverage: Thirty percent (30%).
- x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multi-family, duplex and triplex shall be six hundred (600) square feet each exclusive of porches, garages or utility rooms.
- xi) The minimum open space shall be twenty-five percent (25%).

# 7) RP "Residential Professional"

This district is established to implement comprehensive plan policies for managing transitional areas where existing residential structures can be utilized for personal and professional services and not adversely affect adjacent property. The density cannot exceed four (4) dwelling units per acre.

- A) The following uses shall be permitted:
  - i) Single Family Detached dwelling units
  - ii) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - iv) Business Services.
  - v) Financial Services.
  - vi) Personal Services.
  - vii) Multi-family dwelling units.
  - viii) Medical office/Clinic
  - ix) Home occupations pursuant to Section 156.020 of the land Development Code.

- x) Small, Medium, and Large Homestay Bed and Breakfast Inn
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Banks.
  - ii) Day Care Centers.
  - iii) Health/Exercise Clubs.
  - iv) Office/Warehouse Facilities.
  - v) Veterinary Offices.
  - vi) Game Recreation Facility.
- C) Uses Expressly Prohibited
  - i) Commercial parking.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
  - iv) Adult Entertainment.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

- E) Design Standards
  - i) Minimum lot size shall be ten thousand (10,000) square feet provided central sewer is utilized. Minimum lot size shall be twelve thousand five hundred (12,500) square feet when septic tanks are utilized.
  - ii) Minimum lot width shall be one hundred feet (100') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - iii) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire and Building Official.
  - iv) Minimum setbacks requirements:
    - a. Front yard: Thirty feet (30')

- b. Front yard garage: Twenty-five feet (25')
- c. Side yard: Ten feet (10')
- d. Rear yard: Twenty feet (20').
- v) Maximum Impervious Surface Ratio: seventy percent (70%).
- vi) The minimum open space shall be twenty-five percent (25%).

# 8) <u>C-1 "Neighborhood Commercial</u>"

This district is established to implement comprehensive plan policies for managing transitional areas between residential land uses and more intense commercial and industrial uses. This district is established to provide sufficient land for both medium density residential at a density not to exceed six (6) units per acre and professional/light commercial uses.

- A) The following uses shall be permitted:
  - i) Offices for professional services.
  - ii) Personal services.
  - iii) Convenience stores without fuel operations.
  - iv) Laundry and dry-cleaning retail stores.
  - v) Day care centers.
  - vi) Adult Congregate Living Facilities.
  - vii) Licensed Community Residential Homes, Group Homes, Foster Care Facilities with more than six (6) residents.
  - viii) Clubs, Lodges, and Fraternal Organizations.
  - ix) Financial Services.
  - x) Office Supply.
  - xi) Retail Sales & Services.
  - xii) Business Services.
  - xiii) Small, Medium, and Large Homestay Bed & Breakfast Inn.
  - xiv) Office Complex.
  - xv) Maintenance General Contractor.

- xvi) Medical Office/Clinic.
- xvii) Family Amusement Arcade
- xviii) Adult Arcade Amusement Center/Internet Café as define in Chapter 116 of City Code of Ordinances
- xix) Licensed Medical Marijuana Treatment Centers as proved in s. 381.986, Florida Statutes.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) Convenience stores with fuel operations.
  - ii) Restaurants.
  - iii) Banks.
  - iv) Athletic/Sports Facility.
  - v) Game/Recreation Facility.
  - vi) Health/Exercise Club.
  - vii) Mini-warehouses.
  - viii) Veterinary Office.
  - ix) Xerographic and Offset Printing.
  - x) Office/Warehouse Facility.
- C) Uses Expressly Prohibited
  - i) Commercial Parking.
  - ii) Wholesale commercial uses.
  - iii) Industrial uses.
  - iv) Uses prohibited by City, State, and Federal law.
  - v) Adult Entertainment.
  - vi) RV Parks.
  - vii) Outside storage.
- D) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed as a conditional use pursuant to Chapter 155 of this Code.

# E) Maximum Intensity Standard

The maximum intensity standard shall be limited to seventy (70) percent impervious surface ratio (which includes building coverage), and maximum floor area ratio of 0.5.7 and a The maximum building height is of thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is provided and approved by the City Fire Inspector and Building Official.

# F) Design Standards

- i) Minimum lot size shall be fifteen thousand (15,000) square feet.
- ii) Minimum lot width shall be one hundred twenty-five feet (125') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setbacks requirements:
  - a. Front yard: Thirty feet (30')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
- iv) The minimum open space shall be twenty-five percent (25%).

# 9) <u>C-2 "General Commercial"</u>

This district is established to implement comprehensive plan policies for managing commercial development. This district is designed to accommodate general retail sales and services.

- A) The following uses shall be permitted:
  - i) Adult/Vocational Education.
  - ii) Appliance/Electronic Repair Shops.
  - iii) Athletic/Sports Facility.
  - iv) Auction Houses.
  - v) Banks.
  - vi) Bars, Lounges, and Night Clubs.

- vii) Boat Sales and Services.
- viii) Business Services.
- ix) Commercial/Industrial Equipment and Supplies.
- x) Convenience Stores with or without Fuel Operations.
- xi) Day Care Centers.
- xii) Equipment Rental.
- xiii) Financial Services.
- xiv) Furniture and Appliance Stores.
- xv) Game/Recreational Facilities.
- xvi) Health/Exercise Clubs.
- xvii) Hotels/Motels.
- xviii) Kennels.
- xix) Maintenance Contractors.
- xx) Medical Office/Clinic.
- xxi) Motor Vehicle Service Centers.
- xxii) Motor Vehicle Service Stations.
- xxiii) Offices.
- xxiv) Office Complex.
- xxv) Office Supplies.
- xxvi) Pawn Shops.
- xxvii) Personal Services.
- xxviii) Restaurants.
- xxvii) Retail Home Building Materials.
- xxviii) Retail Sales and Services.
- xxix) Shopping Center.
- xxx) Theaters.
- xxxi) Transportation Services.

- xxxii) Wholesalers and Distributors.
- xxxiii) Veterinary Clinic.
- xxxiv) Licensed Community residential homes, group homes and foster care facilities with more than six (6) residents.
- xxxv) One single family dwelling unit for owners/caretaker's residence.
- xxxvi) Motor Vehicle Repair Facility.
- xxxvii) Xerographic and Offset Printing.
- xxxviii) Commercial Parking.
- xxxix) Family Amusement Arcade.
- xl) Adult Arcade Amusement Center/Internet Cafes as defined in Chapter116 of the City Code of Ordinances.
- xli) Licensed Medical Marijuana Treatment Centers as Provided in s, 381.986, Florida Statutes.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) Gun & Archery Range.
  - ii) Trucking Terminal.
  - iii) Farmers/Flea Markets
  - iv) Natural Gas/Propane Distribution Centers.
  - v) Mobile Homes Sales.
  - vi) Motor Vehicle and Boat Storage Facilities.
  - vii) Motor Vehicle Dealer Sales.
  - viii) Motor Vehicle Sales.
- C) Uses permitted as a Conditional Use Approval of the City Commission
  - i) Mini warehouses.
- D) Uses Expressly Prohibited
  - i) Residential uses, except as stated above in Section 154.030 (8)(A)(xxxvii) and (8)(A)(xxxviii).

- ii) Industrial uses.
- iii) Uses prohibited by City, State, and Federal law.
- iv) Adult Entertainment.
- v) Outside storage.

# E) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed as a conditional use pursuant to Chapter 155 of the Code.

# F) Maximum Intensity Standard

i) The maximum intensity standard shall be limited to seventy (70) percent impervious surface ratio (which includes building coverage), and a maximum floor area ratio of .50<sub>7.</sub> and a <u>The</u> maximum building height of is thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is provided and approved by the City Fire Inspector and Building Official.

#### G) Design Standards

- i) Minimum lot size shall be twenty thousand (20,000) square feet.
- ii) Minimum lot width shall be one hundred fifty feet (150') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setback requirements:
  - a. Front yard: Fifty feet (50')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
- iv) The minimum open space shall be twenty-five percent (25%).

# 10) <u>I "Industrial"</u>

This district is established to implement comprehensive plan policies for managing industrial development and to provide development for

limited industrial operations engaged in fabricating, repair or storage of manufactured goods, where no objectionable by-products of the activity (such as odors, smoke, dust, refuse, electro-magnetic interference, noise in excess of that customary to loading, unloading and handling of goods and materials) are noticeable beyond the lot on which the facility is located. No hazardous materials may be utilized by the industrial operations permitted in this district. The location of such districts shall take into consideration access to rail and terminal facilities, major arterial roadways, labor markets and necessary urban services. Such districts shall be accessible to major thoroughfares and buffered from residential neighborhoods.

- A) The following uses shall be permitted:
  - i) Airport and related activities.
  - ii) Agriculturally related industry.
  - iii) Boat repair.
  - iv) Commercial/Industrial Service.
  - v) Construction Contractor's Yard and Storage.
  - vi) Distribution Centers.
  - vii) Laboratory/Research and Development.
  - viii) Laundry/Dry Cleaning Plants.
  - ix) Manufacturing: Craftsman Shops.
  - x) Manufacturing: Fabrication.
  - xi) Manufacturing: Processing.
  - xii) Motor Vehicle Repair Facility.
  - xiii) Motor Vehicle Towing and Impoundment.
  - xiv) Trucking Terminal.
  - xv) Warehousing.
  - xvi) Wholesale Commercial Uses.
  - xvii) Xerographic and Offset Printing.
  - xviii) Appliance/Electronic Repair Shops.
  - xix) Commercial Parking.
  - xx) Maintenance Contractor.

- xxi) Motor Vehicle Service Center.
- xxii) Motor Vehicle Service Station.
- xxiii) Transportation Service.
- xxiv) Family Amusement Arcade.
- xxv) Adult Arcade Amusement Center/Internet Cafes.
- xxvi) Adult Entertainment.
  - a) Adult entertainment uses shall be permitted as long as they are not located nearer than five hundred (500) feet to any other adult entertainment establishment, or nearer than five hundred (500) feet to any place of worship, child care center, or educational center, except vocational and technical schools, colleges, and universities.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) One single-family residential dwelling unit on the site of a permitted use to be used exclusively by an owner/caretaker.
  - ii) Used motor vehicle parts yard.
  - iii) Natural Gas/Propane Distribution Centers.
- C) Uses Expressly Prohibited
  - i) Residential dwelling units except for Section 154.030(d)(7)(b)(I).
  - ii) Uses prohibited by City, State, and Federal law.
- D) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed pursuant to Chapter 155 of this Code.

E) Maximum Intensity Standard

The maximum intensity standard shall be limited to seventy-five (75) percent impervious surface ratio (which included building coverage), a maximum floor area ratio of .50, and a maximum building height of thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is

provided and approved by the City Fire Inspector and Building Official.

# F) Design Standards

- i) Minimum lot size shall be thirty thousand (30,000) square feet.
  - ii) Minimum lot width shall be two hundred fifty feet (200') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - iii) Minimum setbacks requirements:
    - a. Front yard: Fifty feet (50')
    - b. Side yard: Twenty-five feet (25').
    - c. Rear yard: Twenty-five feet (25').
  - iv) The minimum open space shall be twenty-five percent (25%).

# 11) PUD "Planned Unit Development"

The PUD district is established to implement comprehensive plan policies for encouraging affordable housing by allowing a variety of housing types with a broad range of housing costs. This district is designed to encourage innovative development concepts to provide design amenities and to manage natural features of the land. The location of such PUDs will be dictated by the type of development that will be provided. (Residential PUDs will be located in residentially designated areas of the Future Land Use Map of the comprehensive plan, commercial PUDs will be located in commercially designated areas of the Future Land Use Map, etc.) Densities and intensities cannot exceed those which are permitted in that area on the Future Land Use Map. Preliminary and/or Conceptual Development plans are required to be submitted along with the rezoning application. Buildings are limited to maximum of 3-story and building height of 35-ft.

- A) The following uses shall be permitted:
  - i) Residential PUD Single- and Multi-family residential dwelling units provided, however, that the housing stock of PUDs located within the Single-family overlay district of the Future Land Use Map which utilize multi-family units must consist of a minimum of 51% single-family dwelling units. On-site recreational facilities and on-site day care facilities, convenience store and personal services intended to service the principal use shall also be permitted.

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ii) **Mixed Use PUD** – All uses as permitted under the R-2, R-4, R-15, RP, PFD, and C-1 zoning districts and other uses deemed appropriate and incidental to the primary use by the City Commission.

The Mixed-Use PUD located within the Mixed Community land use category shall accommodate a use mix consistent with at least two of the three of the following table and shall not exceed a density of 6 units per acre:

Use	Minimum	Maximum
Residential	15%	65%
Commercial	5%	30%
Institutional	5%	35%
Parks & Open Space	20%	
FAR		.70
ISR		.80

The Mixed-Use PUD located within the General Mixed Use land use category shall accommodate a use mix consistent with at least two of the three of the following table and shall not exceed a density of 12 units per acre:

Use	Minimum	Maximum
Residential	15%	65%
Commercial	5%	30%
Institutional	5%	25%
Parks & Open Space	20%	
FAR		.70
ISR		.80

The Mixed- Use PUD shall incorporate the following principles:

- (1) The creation of an attractive and high-quality environment that is compatible with the scale and character of the surrounding community.
- (2) The development of commercial, residential, and mixed-use areas that is safe, comfortable and attractive to pedestrians.
- (3) The location of the commercial center so that it is easily accessible by pedestrians from as many of the residential areas as possible.
- (4) The maximization of shared parking.

- (5) To develop a network of parks, walkways, public art, and cultural facilities that encourage a sense of place and the overall health and well-being of the community.
- (6) To encourage a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.
- (7) Encourage alternative forms of transportation.
- iii) **Commercial PUD** Commercial uses as permitted under the C-1 zoning district and other uses deemed appropriate and incidental to the primary use by the City Commission.
- iv) Industrial PUD Industrial uses as permitted under the Industrial zoning district, commercial uses intended to service the primary uses and other uses deemed appropriate and incidental to the primary use by the City Commission.

# a) Maximum Density/Intensity

The maximum density/intensity allowed within the PUD shall be as delineated by the land use districts on the Future Land Use Map. A density bonus may be permitted as outlined in Section 154.030(d)(8)(I), below.

#### b) PUD Land Uses

Land uses proposed within a PUD must conform to uses allowed within the land use designations of the Future Land Use Map of the Comprehensive Plan.

# B) Minimum Parcel Size

The minimum size of any parcel shall be ten (10) acres. A lesser minimum area may be approved if the City Commission determines that the intent and purpose of the PUD district and expressed municipal development policy would be served in such case.

# C) Unified Ownership

All land within the PUD shall be under the ownership or control of the applicant at the time of execution of the development agreement whether the applicant be an individual, partnership or corporation or groups of individuals, partnerships or corporations.

#### D) Setbacks and Buffering

Setback requirements within the PUD shall be flexible however, in no case shall the setback be less than ten (10) feet between structures. Buffering requirements shall be established at the time of rezoning of

the property to a PUD.

# E) Pre-application Conference (Optional)

It is recommended that a pre-application conference be held between the City Manager or designee and the developer or the developer's representatives, in order to verify the steps necessary for application and review, and discuss potential issues regarding the PUD proposal. Comments made during the pre-application conference are totally non-binding on the formal review of the preliminary development plan.

# F) Application for Rezoning

Application for preliminary development plan and rezoning approval shall be made to the City utilizing the form provided by the City. The application shall be accompanied by one (1) hardcopy along with one (1) electronic copy of the preliminary plan prepared in accordance with the requirements of the Land Development Code.

# G) Preliminary Development Plan

In order to implement the goals and policies of the Comprehensive Plan and to streamline the development review process, the applicant shall have the option of preparing the following types of submittals:

- i) **Conceptual Plan** If the applicant so chooses, a conceptual plan may be submitted prior to the first rezoning hearing for review by the TRC. The conceptual plan shall include the following, which shall not be a bubble plan:
  - a) Boundary of subject property.
  - b) Major natural features such as lakes, streams, wetlands and natural communities.
  - c) Existing or proposed streets abutting the project.
  - d) Generalized location map and legal descriptions, including acreage.
  - e) Proposed land use types and their location including perimeter buffers and setbacks from perimeter boundary.
  - f) Gross densities.
  - g) Typical lot sizes showing setbacks and dimensions.
  - h) Number of units and type.
  - i) Floor area for commercial or industrial.
  - j) Adjacent zoning.

- k) Maximum building heights.
- I) Anticipated phasing plan.
- m) Proposed method of providing water service, including fire protection, sewage disposal, and stormwater management.
- n) Percentage of Open Space and location.
- o) Acreage of Parks/Recreation and location.
- p) Typical road section.
- q) Soils and 100-year flood prone areas.
- r) Project name.

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- s) Existing topography at one-foot contours based on Lake County or St. Johns River Water Management District datum.
- t) Net living area for each type of dwelling unit.
- u) Preliminary Environmental Assessment per Chapter of the Land Development Code.
- v) Parking & Loading facilities.
- w) Any other information deemed pertinent by the TRC, Planning and Zoning Board or City Commission.

Upon approval of the Conceptual Plan and rezoning application by the TRC, the Planning and Zoning board and the City Commission, a preliminary development plan must be submitted for review and approval by the TRC prior to construction.

- ii) **Preliminary Development Plan** In order to streamline the process, the applicant may elect to file a preliminary development plan for rezoning approval that meets the following requirements as outlined below. This plan can be submitted in lieu of the conceptual plan.
  - a) All items required for submittal of a Conceptual Plan outlined in 154.030 (d)(12)(g)(i).
  - b) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation or company, the name and address of its president and secretary, and state of incorporation shall be given.
  - c) Acreage of lots, drainage areas, common areas, and other uses; and the minimum lot size, average lot size and total number of lots,\_lot typical details including interior and corner lots, setbacks, phase lines, future land use, zoning, density and open space. Future land use and zoning information for adjacent properties.
  - d) Existing topography using one (1) foot contours based upon National Geodetic Vertical datum, and delineation of Flood Insurance Rate Map flood zones. All development located partially within or wholly within the Special Flood Hazard Area must be completed in accordance with Section 161.090.
  - e) Environmental assessment showing all wetlands, delineation of wooded areas and vegetative communities, if required threatened and endangered species information and a separate tree survey showing all specimen trees. See Chapter 165.

- f) All existing buildings, utilities, roads, easements or other improvements on the property, and all roads and lot lines within one hundred fifty (150) feet of the property boundary.
- g) Acreage and square feet open space, preservation areas and common areas.
- h) Required landscaping, required buffers and any fences or walls as outlined in Chapter 164.
- i) A soils report delineating the soils existing on the site to be developed.
- j) Proposed stormwater management plan and drainage control facilities.
- k) Utility sources, distribution and collection lines, if available, (including but not limited to water, sewer, electricity, cable television and telephone).
- Traffic Study/Traffic Statement. The traffic study shall follow the requirements of the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Concurrency Management System Traffic Impact Study Methodology Guidelines Document for Lake County.
- m) Any other information deemed pertinent by the Technical Review Committee, Planning and Zoning Board or City Commission.

Should the developer elect to submit the preliminary plan with the rezoning application, and upon approval of the rezoning application, the applicant can proceed with final development plan approval as outlined below.

# iii) Final Development Plan

- a) All items required for submittal of Preliminary Development Plan outlined in 154.030 (d)(12)(g)(ii).
- b) Acreage and square feet open space, preservation areas, and common areas.
- c) Required landscaping, required buffers and any fences or walls as outlined in Chapter 164.
- d) Any other information deemed pertinent by the Technical Review Committee, Planning and Zoning Board or City Commission.

A minimum of twenty-five percent (25%) of the total project area shall be established and maintained as common open space or common facilities. No area shall be accepted as common open space unless it satisfies the following standards.

- i) Common open space shall be dedicated to and useable by all residents of the Planned Unit Development or specific phase thereof.
- ii) Common open space set aside for recreational use shall be suitably improved for its intended use. Such improvements may include aesthetic, amenities, buffering or recreational facilities.
- iii) Common open space set aside for the preservation of natural features or listed species habitats or for buffering purposes shall remain undisturbed and be protected by conservation easements dedicated to the property owner's/homeowner's association or State agency pursuant to Chapter 165 of the Land Development Code.
- iv) Common open space shall not be used for the construction of any structures other than recreational facilities and incidental maintenance buildings.
- v) Common open space shall be maintained by the Home Owner's Association or other legal entity of the Planned Unit Development or the specific phase thereof.

# 1) Density Bonuses

#### i) Affordable Housing

Residential developments may receive a density bonus not to exceed 20% of the density permitted by the applicable land use designation for the provision of affordable housing units.

An affordable dwelling unit shall be a dwelling unit which:

- a) has a market value less than two (2) times 80% of the median annual household income of Lake County or
- b) has a monthly rent less than or equal to <sup>1</sup>/<sub>12</sub> x 25% of 80% of the median annual household income of Lake County.
- c) the affordable housing density bonus shall be determined as follows:

% of total units affordable	Bonus
20 – 30%	10%
31 – 50%	15%

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#### ii) Environmental Protection

Residential developments may receive a density bonus of up to 100% of the number of units allowed by the underlying comprehensive land use designation for the transfer of units from onsite non-altered wetlands and upland habitat.

- The total number of units transferred shall not exceed the gross density as allowed on the Future Land Use Map.
- b) A conservation easement pursuant to Chapter 165 of the Land Development Code shall be recorded for the property from which the units are to be transferred. Such easement shall specify that no uses other than passive recreation uses shall be allowed on the property and shall state that the easement shall restrict such land in perpetuity. The easement shall be approved by the City Attorney and recorded in the public records of Lake County.

# J) Application Review Process

- i) Technical Review Committee (TRC). All applications shall be reviewed by the TRC staff and members' comments shall be delivered and discussed at a regularly scheduled meeting. Formal comments of the TRC shall be transmitted in writing to the applicant no later than five (5) working days after the meeting. A formal staff report will be forwarded to the Planning and Zoning Board with staff recommendations.
- ii) Resubmittal of the Revised Preliminary Development Plan. Resubmittal of the preliminary development plan reflecting revisions required by TRC comments shall be made within five (5) days of the regularly scheduled TRC meeting.

#### K) Approval of Application for Rezoning

- Planning and Zoning Board Action. The Planning and Zoning Board shall consider the submitted plan and rezoning application at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of comments and recommendations of the TRC and public, the Board shall take one of the following actions:
  - a) Postpone the consideration of the application until the next regularly scheduled meeting to allow for the resolution of outstanding issues.
  - b) Recommend that the application be approved.

- Recommend that the application be approved with conditions.
- d) Recommend that the application be denied.
- ii) City Commission Approval. The City Commission shall consider the submitted plan and rezoning application at a regularly scheduled meeting and determine if the application meets the requirements of the Land Development Code. Upon consideration of the comments of the TRC, the public, and the recommendation of the Planning and Zoning Board, the City Commission shall take one of the following actions:
  - a) Postpone the consideration of the application until the next regularly scheduled meeting to allow for the resolution of outstanding issues.
  - b) Approve the application.
  - c) Approve the application with conditions.
  - d) Deny the application.
- L) Alterations to Preliminary Development Plan

Alterations to the approved Preliminary Development Plan shall be classified as either substantial or non-substantial amendments. The following criteria shall constitute a substantial amendment.

- i) A change which would include a land use not previously permitted under the approved PUD zoning.
- ii) A change that would increase the land use intensity by ten percent (10%) within any development phase without a corresponding decrease in some other portion of the overall PUD.
- iii) A change that would require an amendment to the conditions approved by the City Commission.
- i) A change that would reduce the required open pace by more than ten percent (10%).
- ii) Any change that would eliminate pedestrian facilities or multi-use trails.

A determination of a substantial or non-substantial alteration shall be made by the City Manager or designee.

Alterations to the preliminary development plan which are determined to be substantial must be submitted with plans and support data for review by the TRC, the Planning and Zoning Board and the City Commission.

All proposed alterations to an approved plan must be submitted to the City Manager or designee for a determination of whether the alteration is substantial or non-substantial.

#### M) Execution of Master Development Agreement

The second reading of the ordinance for rezoning any land to a PUD district shall not take place until the developer has provided an executed copy of the master development agreement to the City Manager or designee. The document shall be a fully corrected copy which addresses all issues discussed prior to the scheduled second reading. The document shall also include reduced copies of the revised conceptual plan exhibits. If there are no additional requirements, corrections, or conditions attached by the City Commission at the second reading, the executed document shall be signed by the City Manager and Mayor and forwarded to the County Clerk for recording. If there are additional requirements, corrections or conditions attached by the City Commission at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the City Manager or designee within thirty (30) days for execution and recording. The requirement to return the document within thirty (30) days shall be specified by the City Commission as a condition for approval of the rezoning.

# N) Failure to Provide Timely Resubmission

Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees. However, the City Manager may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the City explaining the circumstances justifying the extension.

#### O) Final Development Plan Approval

Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PUD shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for - preliminary subdivision plan submittal shall be considered as such.

# P) Expiration of Master Development Agreement

Any master development executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, installation of physical improvements, and any other factors pertinent to the specific proposal. If the City should determine that the developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall become null and void, and approval of any additional final development plans for the PUD shall not be permitted without resubmission and approval of a

new development agreement in accordance with the procedures established in the land development code.

# 12) PFD "Public Facilities District"

The PFD district is established to manage policies of the comprehensive plan for development of public facilities. This district is established to provide for the special or substantial public interest facilities that are so desired. Conceptual site plans are required to be submitted along with rezoning applications.

#### A) Permitted Uses

- i) Airports.
- ii) Auditoriums, stadiums, arenas, and expositions.
- iii) Broadcasting facilities.
- iv) Municipal/governmental buildings, structures, and uses.
- v) Cemeteries.
- vi) Houses of worship.
- vii) Educational institutions.
- viii) Day care centers.
- ix) Electric power substations and operation centers.
- x) Gas and water metering stations.
- xi) Hospitals, clinics, and medical facilities.
- xii) Public parks and recreational facilities.
- xiii) Post offices.
- xiv) Libraries.
- xv) Police and fire facilities.
- xvi) Sewage treatment facilities.
- xvii) Water supply operations.
- xviii) Adult care facility.
- xix) Clubs, lodges, and fraternal organizations.
- xx) Funeral homes.
- xxi) Crematorium.

xxii) Any other use of a similar nature when approved by the City Commission.

#### B) Locational Criteria for PFD Districts

- i) The approved use shall front on an arterial or collector roadway. Sewage treatment facilities, water supply operations, electric power substations and operation centers and cemeteries are exempt from this requirement.
- ii) Approved uses shall comply with appropriate landscaping and buffering requirements and access management requirements.
- iii) The site must be located in close proximity to the main user group.
- iv) The approved use must serve the majority of the population.

# C) Maximum Intensity Standard

The maximum intensity standard shall be seventy (70) percent impervious surface ratio (which includes building coverage) and a maximum building height of thirty-five (35) feet and buildings are limited to 3-story maximum.

# D) Design Standards

i) Minimum setbacks requirements:

a. Front yard: Thirty feet (30')

b. Side yard: Fifteen feet (15').

c. Rear yard: Fifteen-five feet (15').

ii) The minimum open space shall be twenty-five percent (25%).

# E) Site Plan Requirements

- i) In order to establish "PFD" Public Facility District, the applicant must provide a Conceptual site plan as outlined in Section 154.030(d)(7)(G)(i) of the Land Development Code, with a zoning application.
- the requirements of Section 160.080 of the Land Development Code must be submitted and approved by the Technical Review Committee (TRC) before any building permits are issued or the start of operation of activity on the site.

# 13) *GB "Greenbelt District"*

This district is established to provide green, undeveloped areas and to protect floodplains, wetlands, other natural resources and agricultural uses. Areas of the city in which this category is most appropriate are designated as "conservation" on the future land use map of the comprehensive plan; however, this district is also permitted within all other land use designations.

- A) Permitted Uses
  - i) Groves and farms.
  - ii) Single-family homes and customary accessory uses.
  - iii) Swamps, wetlands, and forests.
  - iv) Private and public gardens.
  - v) Pastures.
  - vi) Nature preserves.
  - vii) Private and public parks.
  - viii) Riding stables.
- B) Uses Permitted as Special Exception use Upon Approval by the City Commission
  - i) Golf courses.
  - ii) Retail or wholesale plant production, nurseries, and greenhouses.
  - iii) Fishing clubs and marinas.
- C) Uses Expressly Prohibited

All uses not listed above are expressly prohibited.

- D) Site Development Standards
  - i) Minimum lot size (for buildings): One acre.
  - ii) Minimum lot width at building line: 200 feet.
  - iii) Minimum dwelling size: 1000 sq. feet.
  - iv) Minimum street frontage: 50 feet.

v) Minimum building setbacks:

Front yard: 50 feet.

Side yard: 25 feet.

Rear yard: 25 feet.

From any street: 50 feet.

vi) Maximum building height: 35 feet and 3-story maximum.

vii) Parking: See Section 162.040.

viii) Landscaping and buffers: See Section 164.030.

ix) Signs: See Chapter 163.

x) Access: See Section 162.030.

## 14) CBD "Central Business District Mixed Use"

This district is established to encourage economic activity, living quarters and local employment opportunities within the central area of the City. Residential density shall not exceed four (4) dwelling units per acre, unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre.

- A) The following uses shall be permitted
  - i) Residential dwelling units on the 2<sup>nd</sup> or 3<sup>rd</sup> floor.
  - ii) Bed and Breakfast Inn.
  - iii) Convenience stores without fuel operations.
  - iv) Business Services.
  - v) Financial Services.
  - vi) Retail sales and services.
  - vii) Medical Office/Clinic.
  - viii) Professional Services Office.
  - ix) Office Supply.

- xi) Restaurants.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Banks.
  - ii) Daycare Centers.
  - iii) Health/Exercise Clubs.
  - iv) Tattoo parlor.
  - v) Veterinary Offices.
  - vi) Game Recreation Facility.
- C) Uses Expressly Prohibited
  - i) Commercial parking.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
  - iv) Adult Entertainment.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

E) Maximum Intensity Standard

Coverage shall be limited to eighty (80) percent impervious surface ratio (which includes building coverage), a maximum floor area ratio of 1.0, and a maximum building height of three stories and 35-ft.

- F) Design Standards
  - i) Minimum lot size shall be six thousand (6,000) square feet with central sewer. Minimum lot size shall be ten thousand (10,000) square feet with septic tanks.

- ii) Minimum lot width shall be sixty feet (60') with central sewer at the front property line and eighty feet (80') with septic tank unless the lot is located on a cul-de- sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setbacks requirements:
  - a. Front yard: Thirty feet (30')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
  - iv) The minimum open space shall be twenty percent (20%).

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# CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 71

ITEM TITLE: First Reading and Public Hearing Ordinance

2023-019 LDR Amendment Building Heights

Restriction

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

BRIEF NARRATIVE: Ordinance 2023-019 amending Chapter 154 of the City's Land Development Regulations to restrict building heights within the city to a maximum of 35' (three stories).

FUNDS BUDGETED: None

ATTACHMENTS: Draft Ordinance 2023-019 (see Item 7k for

advertising affidavit).

**RECOMMENDATION:** 

ACTION: Approve Ordinance 2023-019.

# **ORDINANCE 2023-019**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 154 OF THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE TO RESTRICT BUILDING HEIGHTS TO 3-STORIES WITH A MAXIMUM HEIGHT OF 35' WITHIN ALL CITY OF FRUITLAND PARK ZONING DISTRICTS APPLICABLE TO ALL PROPERTIES WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF GROVELAND LAND DEVELOPMENT CODE; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park desires to amend its land development code to amend the maximum number of stories allowed and maximum height of buildings within the City of Fruitland Park.

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park held a public hearing on this ordinance which was advertised in accordance with law, and the Planning and Zoning Board made a recommendation to City Commission.

WHEREAS, the City Commission of the City of Fruitland Park at second reading held a public hearing for adoption of this ordinance at least 10 days after the date of advertisement.

**WHEREAS**, the City of Fruitland Park desires to amend the Land Development Code for the City of Fruitland Park as set forth below.

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

- **Section 1.** The above recitals are true and correct and made an integral part of this ordinance.
- **Section 2**. Section 154.030 d), Chapter 154 of the Land Development Regulations of the City of Fruitland Park, Florida, is hereby amended to read as set forth on **Exhibit A** attached hereto and incorporated herein
- **Section 3. Applicability.** This ordinance shall be applicable to property located within the City of Fruitland Park municipal boundaries.
- **Section 4. Severability.** If any section or phrase of this ordinance is held to be unconstitutional, void or otherwise invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

**Section 5.** Conflicts. In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control and supersede.

**Section 6. Inclusion.** It is the intention of the City Commission of the City of Fruitland Park that this ordinance shall become and be made a part of the Land Development Code for the City. Sections may be renumbered or reorganized for editorial and codification purposes and such renumbering or reorganization shall not constitute nor be considered a substantive change to the Land Development Code as adopted.

**Section 7. Effective Date.** The effective date of this ordinance is upon adoption.

PASSED AND ORDAIN Fruitland Park, Lake Coun				City of
Chris Cheshire, Mayor				
Attest:				
Esther B. Coulson, City Cl	erk, MMC			
Mayor Cheshire	(Yes),	(No),	(Abstained), _	(Absent
Vice Mayor DeGrave	(Yes),	(No),	(Abstained), _	(Absent
Commissioner Gunter				
Commissioner Bell				
Commissioner Mobilian _				
First Reading				
Second Reading				
Approved as to form and le	egality:			
Anita Canai Canaa Cita	Attomory			
Anita Geraci-Carver, City	Auomey			

### **EXHIBIT A**

#### CHAPTER 154

#### ZONING DISTRICT REGULATIONS

# SECTION 154.030: ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP

d) Purpose and Intent of Zoning Districts

This section presents the basic purpose and intent of each zoning district.

## 1) R-2 "Single Family Low Density Residential"

This district is established to implement comprehensive plan policies for managing low-density, single-family residential development at a density not to exceed two (2) single-family dwelling units per acre. The R-2 district is established to preserve the stability of existing and future conventional single-family residential neighborhoods, preserve open space, and manage future densities in order to assure that future densities are compatible with existing developments, natural features of the land, as well as existing and projected public services and facilities within the area.

- A) The following uses shall be permitted:
  - i) Single-family detached dwelling units.
  - ii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage and maximum square footage pursuant to the zoning district.
  - iii) Customary accessory structures incidental to the principal structure pursuant to Section 156.010 of the Land Development Code.
  - iv) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
  - v) Home Occupations pursuant to Section 156.020 of the Land Development Code.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of the Land Development Code.

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#### C) Uses Expressly Prohibited

- i) Single-family attached dwelling units.
- ii) Multi-family residential dwelling units.
- iii) Two family (duplex) dwelling units.
- iv) Commercial land uses.
- v) Industrial land uses.
- vi) Any use prohibited by City, State, or Federal law.
- vii) Adult Entertainment.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as a conditional use pursuant to Chapter 155 of this Code.

## E) Design Standards

- i) Minimum lot size shall be twenty thousand (20,000) square feet.
- ii) Minimum lot width shall be one hundred feet (100') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- iv) Minimum setbacks requirements:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')
    Another lot Fifteen feet (15')
    Garage setback from roadway: Twenty-five feet (25')
  - c. Rear: Local roadways Twenty feet (20')
     Another lot Twenty-five feet (25')
     Garage setback from roadway: Twenty-five feet (25')
- v) Maximum building coverage: Thirty percent (30%).
- vi) Minimum living area shall be one thousand twelve hundred Sec. 154.030 d), P a g e

(1,200) square feet exclusive of porches, garages or utility rooms.

vii) The minimum open space shall be twenty-five percent (25%).

# 2) R-4 "Single-Family Medium Density Residential"

This district is established to implement comprehensive plan policies for managing traditional single-family residential development at a density not to exceed four (4) dwelling units per acre. This district is established to preserve the stability of existing and future residential neighborhoods, preserve open space, and manage future densities to assure a smooth transition between low-density residential and areas designed for more intense uses, natural features of the land, as well as existing and projected public services and facilities within the area.

- A) The following uses shall be permitted:
  - i) Single-family detached residential dwelling units.
  - ii) Customary accessory structures incidental to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - iv) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - v) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
- B) Uses Permitted as Special Exception Use Upon Approval by the City Commission
  - i) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of the Land Development Code.
  - ii) Small Homestay Bed and Breakfast Inn.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses.
  - ii) Industrial land uses.

- iii) Any use prohibited by City, State, or Federal law.
- iv) Multi-family dwelling unit.
- v) Two-family (duplex) dwelling units.
- vi) Single family attached dwelling units.
- vii) Adult Entertainment.

## D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

### E) Design Standards

- i) Minimum lot size shall be ten thousand (10,000) square feet provided central sewer is utilized. Minimum lot size shall be twelve thousand five hundred (12,500) square feet when septic tanks are utilized.
- ii) Minimum lot width shall be eighty feet (80') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- iv) Minimum setbacks requirements:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')Another lot Ten feet (10')Garage setback from roadway: Twenty-five feet (25').
  - c. Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20')
     Garage setback from roadway: Twenty-five feet (25').
- v) Maximum building coverage: Thirty percent (30%).
- vi) Minimum living area shall be one thousand twelve hundred (1,200) square feet exclusive of porches, garages or utility rooms.
- vii) The minimum open space shall be twenty-five percent (25%). Sec. 154.030 d), P a g e

# 3) R-8 "Multi-Family Low Density Residential"

This district is established to provide for medium density residential development not restricted to single-family dwelling units. Density shall not exceed four (4) units per acre unless central sewer facilities are available at which time density is not allowed to exceed eight (8) dwelling units per acre. This zoning district will facilitate the transition between lower intensity and higher intensity residential uses.

- A) The following uses shall be permitted:
  - i) Single-family detached residential dwelling units.
  - ii) Single-family attached residential dwelling units.
  - iii) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iv) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - v) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - vi) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with 1-6 residents.
  - vii) Two family (duplex) dwelling units.
  - viii) Multi-family dwelling units.
  - ix) Mobile Home Subdivision Development Requirements. The developer shall prepare and submit plans in accordance with the Subdivision Regulations of Chapter 157 of the Land Development Code.
  - x) Small and Medium Home Stay Bed and Breakfast Inn
- B) Uses Permitted as Special Exception Use Upon Approval by the City Commission
  - Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents pursuant to Section 155.030(b)(5) of Land Development Code.

## C) Uses Expressly Prohibited

- i) General Commercial land uses.
- ii) Industrial land uses.
- iii) Adult Entertainment.
- iv) Any use prohibited by City, State, or Federal law.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

# E) Design Standards

- i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
- iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized. All lot widths are measured at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- vi) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, Sec. 154.030 d), P a g e |

duplex and triplex units:

- a. Front: Local roadways Twenty feet (20')
  Garage setback from roadway Twenty-five feet (25').
- Side: Local roadway Twenty feet (20')
   Another lot Ten feet (10')
   Garage setback from roadway: Twenty-five feet (25')
- Rear: Local roadways Twenty feet (20')
   Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.
   Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front: Local roadways Twenty feet (20')
     Garage setback from roadway Twenty-five feet (25').
  - Side: Local roadway Twenty feet (20')
     Another lot Fifteen feet (15')
    - Garage setback from roadway: Twenty-five feet (25')
  - Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20').
     Garage setback from roadway:
     Twenty-five feet (25')
- ix) Maximum building coverage: Thirty percent (30%).
- x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multifamily, duplex and triplex shall be six hundred (600) square feet exclusive of porches, garages or utility rooms.
- xi) The minimum open space shall be twenty-five percent (25%).

#### 4) R-3A "High Density Residential/Neighborhood Commercial"

This district is established to provide for a mix of high density residential and neighborhood commercial uses not to exceed four (4) dwelling units per acre unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre. Buildings are limited to 3-story maximum and maximum height of 35-ft. It is intended to provide essential services Sec. 154.030 d), P a g e

to residential areas without detrimental effects to residential neighborhoods. Any future request for commercial development in this category will require rezoning to Planned Unit Development consistent with Section 154.030(d)(10).

- A) The following uses shall be permitted:
  - i) Single-family attached dwelling units.
  - ii) Single-family detached dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) 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.
  - vi) Home occupations pursuant to Section 156.020 of the Land Development Code.
  - vii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - viii) Day Care Centers.
  - ix) Offices for professional services.
  - x) Personal services.
  - xi) Commercial uses less than 25,000 square feet, when approved through the Planned Unit Development process in Section 154.030(d)(10).
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult congregate living facilities.
  - iii) Nursing homes.
  - iv) Small, medium, and large Homestay Bed and Breakfast Inn.
- C) Uses Expressly Prohibited
  - i) Commercial land uses greater than 25,000 square feet.
  - ii) Industrial land uses.

- iii) Adult Entertainment.
- iv) Uses prohibited by City, State or Federal law.

#### D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

## 5) R-10 "Multi-Family Medium Density"

This district is established to provide for a mix of high density residential and neighborhood commercial uses not to exceed four (4) dwelling units per acre, unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre. It is intended to provide essential services to residential areas without detrimental effects to residential neighborhoods.

- A) The following uses shall be permitted:
  - i) Single-family attached dwelling units.
  - ii) Single-family detached dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - vi) Accessory dwelling units for non-paying family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling unit may not be rented or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - vii) Home occupations pursuant to Section 156.020 of the Land Development Code.
  - viii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - ix) Small, medium, and large Homestay Bed and Breakfast Inn.

- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult congregate living facilities.
  - iii) Nursing homes.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses
  - ii) Industrial land uses.
  - iii) Adult Entertainment.
  - iv) Uses prohibited by City, State or Federal law.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

- E) Design Standards
  - i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
  - ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
  - iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
  - iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. The lot is located on a culde-sac or a curve in which case the lot width shall be measured along the building setback line.

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- wi) Maximum building height shall be thirty-five feet (35') <u>and buildings are limited to 3-story maximum</u>. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, duplex and triplex units:
  - a. Front: Local roadways Twenty feet (20')
     Garage setback from roadway Twenty-five feet (25').
  - Side: Local roadway Twenty feet (20')
     Another lot Ten feet (10')
     Garage setback from roadway: Twenty-five feet (25')
  - Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.

     Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front yard: Thirty feet (30')
  - b. Front yard garage: Twenty-five feet (25')
  - c. Side yard: Fifteen feet (15')
  - d. Rear yard: Thirty feet (30')
  - ix) Maximum building coverage: Thirty percent (30%).
  - x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multifamily, duplex and triplex shall be six hundred (600) square feet each exclusive of porches, garages or utility rooms.
  - xi) The minimum open space shall be twenty-five percent (25%).

# 6) <u>R-15 "Multi-Family High Density Residential"</u>

This district is established to implement comprehensive plan policies for managing high density residential development at a density not to exceed four (4) dwelling units per acre unless central sewer facilities are available at which time density is not allowed to exceed (15) dwelling units per acres. This district is established to ensure that sufficient land is available for high density residential development.

- A) The following uses shall be permitted:
  - i) Single-family attached residential dwelling units.
  - ii) Single-family detached residential dwelling units.
  - iii) Two-family (duplex) residential dwelling units.
  - iv) Multi-family residential dwelling units.
  - v) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - vi) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development Code. Accessory dwelling units may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - vii) Home Occupations pursuant to Section 156.020 of the Land Development Code.
  - viii) Licensed Community Residential Homes, Group Homes and Foster Care Facilities with more than six (6) residents.
  - ix) Small, Medium, and Large Homestay Bed and Breakfast Inn.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Mobile home subdivisions/parks.
  - ii) Adult Congregate Living Facilities.
  - iii) Nursing Homes.
- C) Uses Expressly Prohibited
  - i) General Commercial land uses.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

## E) Design Standards

- i) Minimum lot size for single family dwellings shall be eight thousand (8,000) square feet provided central sewer is utilized. Minimum lot size for single family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- ii) Minimum lot size for multi-family dwellings shall be six thousand (6,000) square feet provided central sewer is utilized. Minimum lot size for multi-family shall be ten thousand (10,000) square feet when septic tanks are utilized.
- iii) Minimum lot size for triplex units shall be nine thousand (9,000) square feet provided central sewer is utilized. Minimum lot size shall be fifteen thousand (15,000) square feet when septic tanks are utilized.
- iv) Minimum lot width for single family shall be sixty-five feet (65') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- v) Minimum lot width for multi-family shall be sixty feet (60') provided central sewer is utilized. The lot is located on a culde-sac or a curve in which case the lot width shall be measured along the building setback line.
  - vi) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire Inspector and Building Official.
- vii) Minimum setbacks requirements for single family, duplex and triplex units:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')Another lot Ten feet (10')Garage setback from roadway: Twenty-five feet (25')
  - Rear: Local roadways Twenty feet (20')
     Another lot Twenty feet (20'). Each additional story of triplex units will add five feet (5') to the rear setback.
     Garage setback from roadway: Twenty-five feet (25')
- viii) Minimum setbacks requirements for multi-family units:
  - a. Front: Local roadways Twenty feet (20')
    Garage setback from roadway Twenty-five feet (25').
  - b. Side: Local roadway Twenty feet (20')

Another lot - Fifteen feet (15')
Garage setback from roadway: Twenty-five feet (25')

- Rear: Local roadways Twenty feet (20')
   Another lot Twenty feet (20').
   Garage setback from roadway: Twenty-five feet (25')
- ix) Maximum building coverage: Thirty percent (30%).
- x) Minimum living area for single family shall be one thousand (1,000) square feet exclusive of porches, garages or utility rooms. Minimum living area for multi-family, duplex and triplex shall be six hundred (600) square feet each exclusive of porches, garages or utility rooms.
- xi) The minimum open space shall be twenty-five percent (25%).

## 7) RP "Residential Professional"

This district is established to implement comprehensive plan policies for managing transitional areas where existing residential structures can be utilized for personal and professional services and not adversely affect adjacent property. The density cannot exceed four (4) dwelling units per acre.

- A) The following uses shall be permitted:
  - i) Single Family Detached dwelling units
  - ii) Customary accessory structures to the principal structure pursuant to Section 156.010 of the Land Development Code. The accessory structures shall comply with maximum building coverage pursuant to the zoning district.
  - iii) Accessory dwelling unit for non-paying guests or family members pursuant to Section 156.010 of the Land Development code. Accessory dwelling unit may not be rented separately or sold separately from the principal structure. Accessory dwelling unit shall comply with the maximum building coverage pursuant to the zoning district.
  - iv) Business Services.
  - v) Financial Services.
  - vi) Personal Services.
  - vii) Multi-family dwelling units.
  - viii) Medical office/Clinic
  - ix) Home occupations pursuant to Section 156.020 of the land Development Code.

- x) Small, Medium, and Large Homestay Bed and Breakfast Inn
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Banks.
  - ii) Day Care Centers.
  - iii) Health/Exercise Clubs.
  - iv) Office/Warehouse Facilities.
  - v) Veterinary Offices.
  - vi) Game Recreation Facility.
- C) Uses Expressly Prohibited
  - i) Commercial parking.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
  - iv) Adult Entertainment.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

- E) Design Standards
  - i) Minimum lot size shall be ten thousand (10,000) square feet provided central sewer is utilized. Minimum lot size shall be twelve thousand five hundred (12,500) square feet when septic tanks are utilized.
  - ii) Minimum lot width shall be one hundred feet (100') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - iii) Maximum building height shall be thirty-five feet (35') and buildings are limited to 3-story maximum. Maximum building height may be increased if adequate fire protection measures are provided and approved by the City Fire and Building Official.
  - iv) Minimum setbacks requirements:
    - a. Front yard: Thirty feet (30')

- b. Front yard garage: Twenty-five feet (25')
- c. Side yard: Ten feet (10')
- d. Rear yard: Twenty feet (20').
- v) Maximum Impervious Surface Ratio: seventy percent (70%).
- vi) The minimum open space shall be twenty-five percent (25%).

## 8) <u>C-1 "Neighborhood Commercial</u>"

This district is established to implement comprehensive plan policies for managing transitional areas between residential land uses and more intense commercial and industrial uses. This district is established to provide sufficient land for both medium density residential at a density not to exceed six (6) units per acre and professional/light commercial uses.

- A) The following uses shall be permitted:
  - i) Offices for professional services.
  - ii) Personal services.
  - iii) Convenience stores without fuel operations.
  - iv) Laundry and dry-cleaning retail stores.
  - v) Day care centers.
  - vi) Adult Congregate Living Facilities.
  - vii) Licensed Community Residential Homes, Group Homes, Foster Care Facilities with more than six (6) residents.
  - viii) Clubs, Lodges, and Fraternal Organizations.
  - ix) Financial Services.
  - x) Office Supply.
  - xi) Retail Sales & Services.
  - xii) Business Services.
  - xiii) Small, Medium, and Large Homestay Bed & Breakfast Inn.
  - xiv) Office Complex.
  - xv) Maintenance General Contractor.

- xvi) Medical Office/Clinic.
- xvii) Family Amusement Arcade
- xviii) Adult Arcade Amusement Center/Internet Café as define in Chapter 116 of City Code of Ordinances
- xix) Licensed Medical Marijuana Treatment Centers as proved in s. 381.986, Florida Statutes.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) Convenience stores with fuel operations.
  - ii) Restaurants.
  - iii) Banks.
  - iv) Athletic/Sports Facility.
  - v) Game/Recreation Facility.
  - vi) Health/Exercise Club.
  - vii) Mini-warehouses.
  - viii) Veterinary Office.
  - ix) Xerographic and Offset Printing.
  - x) Office/Warehouse Facility.
- C) Uses Expressly Prohibited
  - i) Commercial Parking.
  - ii) Wholesale commercial uses.
  - iii) Industrial uses.
  - iv) Uses prohibited by City, State, and Federal law.
  - v) Adult Entertainment.
  - vi) RV Parks.
  - vii) Outside storage.
- D) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed as a conditional use pursuant to Chapter 155 of this Code.

# E) Maximum Intensity Standard

The maximum intensity standard shall be limited to seventy (70) percent impervious surface ratio (which includes building coverage), and maximum floor area ratio of 0.5.7 and a The maximum building height is of thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is provided and approved by the City Fire Inspector and Building Official.

# F) Design Standards

- i) Minimum lot size shall be fifteen thousand (15,000) square feet.
- ii) Minimum lot width shall be one hundred twenty-five feet (125') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setbacks requirements:
  - a. Front yard: Thirty feet (30')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
- iv) The minimum open space shall be twenty-five percent (25%).

## 9) <u>C-2 "General Commercial"</u>

This district is established to implement comprehensive plan policies for managing commercial development. This district is designed to accommodate general retail sales and services.

- A) The following uses shall be permitted:
  - i) Adult/Vocational Education.
  - ii) Appliance/Electronic Repair Shops.
  - iii) Athletic/Sports Facility.
  - iv) Auction Houses.
  - v) Banks.
  - vi) Bars, Lounges, and Night Clubs.

- vii) Boat Sales and Services.
- viii) Business Services.
- ix) Commercial/Industrial Equipment and Supplies.
- x) Convenience Stores with or without Fuel Operations.
- xi) Day Care Centers.
- xii) Equipment Rental.
- xiii) Financial Services.
- xiv) Furniture and Appliance Stores.
- xv) Game/Recreational Facilities.
- xvi) Health/Exercise Clubs.
- xvii) Hotels/Motels.
- xviii) Kennels.
- xix) Maintenance Contractors.
- xx) Medical Office/Clinic.
- xxi) Motor Vehicle Service Centers.
- xxii) Motor Vehicle Service Stations.
- xxiii) Offices.
- xxiv) Office Complex.
- xxv) Office Supplies.
- xxvi) Pawn Shops.
- xxvii) Personal Services.
- xxviii) Restaurants.
- xxvii) Retail Home Building Materials.
- xxviii) Retail Sales and Services.
- xxix) Shopping Center.
- xxx) Theaters.
- xxxi) Transportation Services.

- xxxii) Wholesalers and Distributors.
- xxxiii) Veterinary Clinic.
- xxxiv) Licensed Community residential homes, group homes and foster care facilities with more than six (6) residents.
- xxxv) One single family dwelling unit for owners/caretaker's residence.
- xxxvi) Motor Vehicle Repair Facility.
- xxxvii) Xerographic and Offset Printing.
- xxxviii) Commercial Parking.
- xxxix) Family Amusement Arcade.
- xl) Adult Arcade Amusement Center/Internet Cafes as defined in Chapter116 of the City Code of Ordinances.
- xli) Licensed Medical Marijuana Treatment Centers as Provided in s, 381.986, Florida Statutes.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) Gun & Archery Range.
  - ii) Trucking Terminal.
  - iii) Farmers/Flea Markets
  - iv) Natural Gas/Propane Distribution Centers.
  - v) Mobile Homes Sales.
  - vi) Motor Vehicle and Boat Storage Facilities.
  - vii) Motor Vehicle Dealer Sales.
  - viii) Motor Vehicle Sales.
- C) Uses permitted as a Conditional Use Approval of the City Commission
  - i) Mini warehouses.
- D) Uses Expressly Prohibited
  - i) Residential uses, except as stated above in Section 154.030 (8)(A)(xxxvii) and (8)(A)(xxxviii).

- ii) Industrial uses.
- iii) Uses prohibited by City, State, and Federal law.
- iv) Adult Entertainment.
- v) Outside storage.

## E) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed as a conditional use pursuant to Chapter 155 of the Code.

# F) Maximum Intensity Standard

i) The maximum intensity standard shall be limited to seventy (70) percent impervious surface ratio (which includes building coverage), and a maximum floor area ratio of .50<sub>7.</sub> and a <u>The</u> maximum building height of is thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is provided and approved by the City Fire Inspector and Building Official.

#### G) Design Standards

- i) Minimum lot size shall be twenty thousand (20,000) square feet.
- ii) Minimum lot width shall be one hundred fifty feet (150') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setback requirements:
  - a. Front yard: Fifty feet (50')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
- iv) The minimum open space shall be twenty-five percent (25%).

# 10) <u>I "Industrial"</u>

This district is established to implement comprehensive plan policies for managing industrial development and to provide development for

limited industrial operations engaged in fabricating, repair or storage of manufactured goods, where no objectionable by-products of the activity (such as odors, smoke, dust, refuse, electro-magnetic interference, noise in excess of that customary to loading, unloading and handling of goods and materials) are noticeable beyond the lot on which the facility is located. No hazardous materials may be utilized by the industrial operations permitted in this district. The location of such districts shall take into consideration access to rail and terminal facilities, major arterial roadways, labor markets and necessary urban services. Such districts shall be accessible to major thoroughfares and buffered from residential neighborhoods.

- A) The following uses shall be permitted:
  - i) Airport and related activities.
  - ii) Agriculturally related industry.
  - iii) Boat repair.
  - iv) Commercial/Industrial Service.
  - v) Construction Contractor's Yard and Storage.
  - vi) Distribution Centers.
  - vii) Laboratory/Research and Development.
  - viii) Laundry/Dry Cleaning Plants.
  - ix) Manufacturing: Craftsman Shops.
  - x) Manufacturing: Fabrication.
  - xi) Manufacturing: Processing.
  - xii) Motor Vehicle Repair Facility.
  - xiii) Motor Vehicle Towing and Impoundment.
  - xiv) Trucking Terminal.
  - xv) Warehousing.
  - xvi) Wholesale Commercial Uses.
  - xvii) Xerographic and Offset Printing.
  - xviii) Appliance/Electronic Repair Shops.
  - xix) Commercial Parking.
  - xx) Maintenance Contractor.

- xxi) Motor Vehicle Service Center.
- xxii) Motor Vehicle Service Station.
- xxiii) Transportation Service.
- xxiv) Family Amusement Arcade.
- xxv) Adult Arcade Amusement Center/Internet Cafes.
- xxvi) Adult Entertainment.
  - a) Adult entertainment uses shall be permitted as long as they are not located nearer than five hundred (500) feet to any other adult entertainment establishment, or nearer than five hundred (500) feet to any place of worship, child care center, or educational center, except vocational and technical schools, colleges, and universities.
- B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission
  - i) One single-family residential dwelling unit on the site of a permitted use to be used exclusively by an owner/caretaker.
  - ii) Used motor vehicle parts yard.
  - iii) Natural Gas/Propane Distribution Centers.
- C) Uses Expressly Prohibited
  - i) Residential dwelling units except for Section 154.030(d)(7)(b)(I).
  - ii) Uses prohibited by City, State, and Federal law.
- D) Other Possible Uses

Any use not listed as permitted, permitted as a special exception use or prohibited may be allowed pursuant to Chapter 155 of this Code.

E) Maximum Intensity Standard

The maximum intensity standard shall be limited to seventy-five (75) percent impervious surface ratio (which included building coverage), a maximum floor area ratio of .50, and a maximum building height of thirty-five (35) feet and buildings are limited to 3-story maximum. unless adequate fire protection is

provided and approved by the City Fire Inspector and Building Official.

# F) Design Standards

- i) Minimum lot size shall be thirty thousand (30,000) square feet.
  - ii) Minimum lot width shall be two hundred fifty feet (200') at the front property line unless the lot is located on a cul-de-sac or a curve in which case the lot width shall be measured along the building setback line.
  - iii) Minimum setbacks requirements:
    - a. Front yard: Fifty feet (50')
    - b. Side yard: Twenty-five feet (25').
    - c. Rear yard: Twenty-five feet (25').
  - iv) The minimum open space shall be twenty-five percent (25%).

## 11) PUD "Planned Unit Development"

The PUD district is established to implement comprehensive plan policies for encouraging affordable housing by allowing a variety of housing types with a broad range of housing costs. This district is designed to encourage innovative development concepts to provide design amenities and to manage natural features of the land. The location of such PUDs will be dictated by the type of development that will be provided. (Residential PUDs will be located in residentially designated areas of the Future Land Use Map of the comprehensive plan, commercial PUDs will be located in commercially designated areas of the Future Land Use Map, etc.) Densities and intensities cannot exceed those which are permitted in that area on the Future Land Use Map. Preliminary and/or Conceptual Development plans are required to be submitted along with the rezoning application. Buildings are limited to maximum of 3-story and building height of 35-ft.

- A) The following uses shall be permitted:
  - i) Residential PUD Single- and Multi-family residential dwelling units provided, however, that the housing stock of PUDs located within the Single-family overlay district of the Future Land Use Map which utilize multi-family units must consist of a minimum of 51% single-family dwelling units. On-site recreational facilities and on-site day care facilities, convenience store and personal services intended to service the principal use shall also be permitted.

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ii) **Mixed Use PUD** – All uses as permitted under the R-2, R-4, R-15, RP, PFD, and C-1 zoning districts and other uses deemed appropriate and incidental to the primary use by the City Commission.

The Mixed-Use PUD located within the Mixed Community land use category shall accommodate a use mix consistent with at least two of the three of the following table and shall not exceed a density of 6 units per acre:

Use	Minimum	Maximum
Residential	15%	65%
Commercial	5%	30%
Institutional	5%	35%
Parks & Open Space	20%	
FAR		.70
ISR		.80

The Mixed-Use PUD located within the General Mixed Use land use category shall accommodate a use mix consistent with at least two of the three of the following table and shall not exceed a density of 12 units per acre:

Use	Minimum	Maximum
Residential	15%	65%
Commercial	5%	30%
Institutional	5%	25%
Parks & Open Space	20%	
FAR		.70
ISR		.80

The Mixed- Use PUD shall incorporate the following principles:

- (1) The creation of an attractive and high-quality environment that is compatible with the scale and character of the surrounding community.
- (2) The development of commercial, residential, and mixed-use areas that is safe, comfortable and attractive to pedestrians.
- (3) The location of the commercial center so that it is easily accessible by pedestrians from as many of the residential areas as possible.
- (4) The maximization of shared parking.

- (5) To develop a network of parks, walkways, public art, and cultural facilities that encourage a sense of place and the overall health and well-being of the community.
- (6) To encourage a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.
- (7) Encourage alternative forms of transportation.
- iii) **Commercial PUD** Commercial uses as permitted under the C-1 zoning district and other uses deemed appropriate and incidental to the primary use by the City Commission.
- iv) Industrial PUD Industrial uses as permitted under the Industrial zoning district, commercial uses intended to service the primary uses and other uses deemed appropriate and incidental to the primary use by the City Commission.

# a) Maximum Density/Intensity

The maximum density/intensity allowed within the PUD shall be as delineated by the land use districts on the Future Land Use Map. A density bonus may be permitted as outlined in Section 154.030(d)(8)(I), below.

#### b) PUD Land Uses

Land uses proposed within a PUD must conform to uses allowed within the land use designations of the Future Land Use Map of the Comprehensive Plan.

## B) Minimum Parcel Size

The minimum size of any parcel shall be ten (10) acres. A lesser minimum area may be approved if the City Commission determines that the intent and purpose of the PUD district and expressed municipal development policy would be served in such case.

# C) Unified Ownership

All land within the PUD shall be under the ownership or control of the applicant at the time of execution of the development agreement whether the applicant be an individual, partnership or corporation or groups of individuals, partnerships or corporations.

#### D) Setbacks and Buffering

Setback requirements within the PUD shall be flexible however, in no case shall the setback be less than ten (10) feet between structures. Buffering requirements shall be established at the time of rezoning of

the property to a PUD.

#### E) Pre-application Conference (Optional)

It is recommended that a pre-application conference be held between the City Manager or designee and the developer or the developer's representatives, in order to verify the steps necessary for application and review, and discuss potential issues regarding the PUD proposal. Comments made during the pre-application conference are totally non-binding on the formal review of the preliminary development plan.

# F) Application for Rezoning

Application for preliminary development plan and rezoning approval shall be made to the City utilizing the form provided by the City. The application shall be accompanied by one (1) hardcopy along with one (1) electronic copy of the preliminary plan prepared in accordance with the requirements of the Land Development Code.

### G) Preliminary Development Plan

In order to implement the goals and policies of the Comprehensive Plan and to streamline the development review process, the applicant shall have the option of preparing the following types of submittals:

- i) **Conceptual Plan** If the applicant so chooses, a conceptual plan may be submitted prior to the first rezoning hearing for review by the TRC. The conceptual plan shall include the following, which shall not be a bubble plan:
  - a) Boundary of subject property.
  - b) Major natural features such as lakes, streams, wetlands and natural communities.
  - c) Existing or proposed streets abutting the project.
  - d) Generalized location map and legal descriptions, including acreage.
  - e) Proposed land use types and their location including perimeter buffers and setbacks from perimeter boundary.
  - f) Gross densities.
  - g) Typical lot sizes showing setbacks and dimensions.
  - h) Number of units and type.
  - i) Floor area for commercial or industrial.
  - j) Adjacent zoning.

- k) Maximum building heights.
- I) Anticipated phasing plan.
- m) Proposed method of providing water service, including fire protection, sewage disposal, and stormwater management.
- n) Percentage of Open Space and location.
- o) Acreage of Parks/Recreation and location.
- p) Typical road section.
- q) Soils and 100-year flood prone areas.
- r) Project name.

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- s) Existing topography at one-foot contours based on Lake County or St. Johns River Water Management District datum.
- t) Net living area for each type of dwelling unit.
- u) Preliminary Environmental Assessment per Chapter of the Land Development Code.
- v) Parking & Loading facilities.
- w) Any other information deemed pertinent by the TRC, Planning and Zoning Board or City Commission.

Upon approval of the Conceptual Plan and rezoning application by the TRC, the Planning and Zoning board and the City Commission, a preliminary development plan must be submitted for review and approval by the TRC prior to construction.

- ii) **Preliminary Development Plan** In order to streamline the process, the applicant may elect to file a preliminary development plan for rezoning approval that meets the following requirements as outlined below. This plan can be submitted in lieu of the conceptual plan.
  - a) All items required for submittal of a Conceptual Plan outlined in 154.030 (d)(12)(g)(i).
  - b) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation or company, the name and address of its president and secretary, and state of incorporation shall be given.
  - c) Acreage of lots, drainage areas, common areas, and other uses; and the minimum lot size, average lot size and total number of lots,\_lot typical details including interior and corner lots, setbacks, phase lines, future land use, zoning, density and open space. Future land use and zoning information for adjacent properties.
  - d) Existing topography using one (1) foot contours based upon National Geodetic Vertical datum, and delineation of Flood Insurance Rate Map flood zones. All development located partially within or wholly within the Special Flood Hazard Area must be completed in accordance with Section 161.090.
  - e) Environmental assessment showing all wetlands, delineation of wooded areas and vegetative communities, if required threatened and endangered species information and a separate tree survey showing all specimen trees. See Chapter 165.

- f) All existing buildings, utilities, roads, easements or other improvements on the property, and all roads and lot lines within one hundred fifty (150) feet of the property boundary.
- g) Acreage and square feet open space, preservation areas and common areas.
- h) Required landscaping, required buffers and any fences or walls as outlined in Chapter 164.
- i) A soils report delineating the soils existing on the site to be developed.
- j) Proposed stormwater management plan and drainage control facilities.
- k) Utility sources, distribution and collection lines, if available, (including but not limited to water, sewer, electricity, cable television and telephone).
- Traffic Study/Traffic Statement. The traffic study shall follow the requirements of the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Concurrency Management System Traffic Impact Study Methodology Guidelines Document for Lake County.
- m) Any other information deemed pertinent by the Technical Review Committee, Planning and Zoning Board or City Commission.

Should the developer elect to submit the preliminary plan with the rezoning application, and upon approval of the rezoning application, the applicant can proceed with final development plan approval as outlined below.

## iii) Final Development Plan

- a) All items required for submittal of Preliminary Development Plan outlined in 154.030 (d)(12)(g)(ii).
- b) Acreage and square feet open space, preservation areas, and common areas.
- c) Required landscaping, required buffers and any fences or walls as outlined in Chapter 164.
- d) Any other information deemed pertinent by the Technical Review Committee, Planning and Zoning Board or City Commission.

A minimum of twenty-five percent (25%) of the total project area shall be established and maintained as common open space or common facilities. No area shall be accepted as common open space unless it satisfies the following standards.

- i) Common open space shall be dedicated to and useable by all residents of the Planned Unit Development or specific phase thereof.
- ii) Common open space set aside for recreational use shall be suitably improved for its intended use. Such improvements may include aesthetic, amenities, buffering or recreational facilities.
- iii) Common open space set aside for the preservation of natural features or listed species habitats or for buffering purposes shall remain undisturbed and be protected by conservation easements dedicated to the property owner's/homeowner's association or State agency pursuant to Chapter 165 of the Land Development Code.
- iv) Common open space shall not be used for the construction of any structures other than recreational facilities and incidental maintenance buildings.
- v) Common open space shall be maintained by the Home Owner's Association or other legal entity of the Planned Unit Development or the specific phase thereof.

## 1) Density Bonuses

#### i) Affordable Housing

Residential developments may receive a density bonus not to exceed 20% of the density permitted by the applicable land use designation for the provision of affordable housing units.

An affordable dwelling unit shall be a dwelling unit which:

- a) has a market value less than two (2) times 80% of the median annual household income of Lake County or
- b) has a monthly rent less than or equal to <sup>1</sup>/<sub>12</sub> x 25% of 80% of the median annual household income of Lake County.
- c) the affordable housing density bonus shall be determined as follows:

% of total units affordable	Bonus
20 – 30%	10%
31 – 50%	15%

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#### ii) Environmental Protection

Residential developments may receive a density bonus of up to 100% of the number of units allowed by the underlying comprehensive land use designation for the transfer of units from onsite non-altered wetlands and upland habitat.

- The total number of units transferred shall not exceed the gross density as allowed on the Future Land Use Map.
- b) A conservation easement pursuant to Chapter 165 of the Land Development Code shall be recorded for the property from which the units are to be transferred. Such easement shall specify that no uses other than passive recreation uses shall be allowed on the property and shall state that the easement shall restrict such land in perpetuity. The easement shall be approved by the City Attorney and recorded in the public records of Lake County.

## J) Application Review Process

- i) Technical Review Committee (TRC). All applications shall be reviewed by the TRC staff and members' comments shall be delivered and discussed at a regularly scheduled meeting. Formal comments of the TRC shall be transmitted in writing to the applicant no later than five (5) working days after the meeting. A formal staff report will be forwarded to the Planning and Zoning Board with staff recommendations.
- ii) Resubmittal of the Revised Preliminary Development Plan. Resubmittal of the preliminary development plan reflecting revisions required by TRC comments shall be made within five (5) days of the regularly scheduled TRC meeting.

#### K) Approval of Application for Rezoning

- Planning and Zoning Board Action. The Planning and Zoning Board shall consider the submitted plan and rezoning application at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of comments and recommendations of the TRC and public, the Board shall take one of the following actions:
  - a) Postpone the consideration of the application until the next regularly scheduled meeting to allow for the resolution of outstanding issues.
  - b) Recommend that the application be approved.

- Recommend that the application be approved with conditions.
- d) Recommend that the application be denied.
- ii) City Commission Approval. The City Commission shall consider the submitted plan and rezoning application at a regularly scheduled meeting and determine if the application meets the requirements of the Land Development Code. Upon consideration of the comments of the TRC, the public, and the recommendation of the Planning and Zoning Board, the City Commission shall take one of the following actions:
  - a) Postpone the consideration of the application until the next regularly scheduled meeting to allow for the resolution of outstanding issues.
  - b) Approve the application.
  - c) Approve the application with conditions.
  - d) Deny the application.
- L) Alterations to Preliminary Development Plan

Alterations to the approved Preliminary Development Plan shall be classified as either substantial or non-substantial amendments. The following criteria shall constitute a substantial amendment.

- i) A change which would include a land use not previously permitted under the approved PUD zoning.
- ii) A change that would increase the land use intensity by ten percent (10%) within any development phase without a corresponding decrease in some other portion of the overall PUD.
- iii) A change that would require an amendment to the conditions approved by the City Commission.
- i) A change that would reduce the required open pace by more than ten percent (10%).
- ii) Any change that would eliminate pedestrian facilities or multi-use trails.

A determination of a substantial or non-substantial alteration shall be made by the City Manager or designee.

Alterations to the preliminary development plan which are determined to be substantial must be submitted with plans and support data for review by the TRC, the Planning and Zoning Board and the City Commission.

All proposed alterations to an approved plan must be submitted to the City Manager or designee for a determination of whether the alteration is substantial or non-substantial.

#### M) Execution of Master Development Agreement

The second reading of the ordinance for rezoning any land to a PUD district shall not take place until the developer has provided an executed copy of the master development agreement to the City Manager or designee. The document shall be a fully corrected copy which addresses all issues discussed prior to the scheduled second reading. The document shall also include reduced copies of the revised conceptual plan exhibits. If there are no additional requirements, corrections, or conditions attached by the City Commission at the second reading, the executed document shall be signed by the City Manager and Mayor and forwarded to the County Clerk for recording. If there are additional requirements, corrections or conditions attached by the City Commission at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the City Manager or designee within thirty (30) days for execution and recording. The requirement to return the document within thirty (30) days shall be specified by the City Commission as a condition for approval of the rezoning.

## N) Failure to Provide Timely Resubmission

Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees. However, the City Manager may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the City explaining the circumstances justifying the extension.

#### O) Final Development Plan Approval

Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PUD shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for - preliminary subdivision plan submittal shall be considered as such.

## P) Expiration of Master Development Agreement

Any master development executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, installation of physical improvements, and any other factors pertinent to the specific proposal. If the City should determine that the developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall become null and void, and approval of any additional final development plans for the PUD shall not be permitted without resubmission and approval of a

new development agreement in accordance with the procedures established in the land development code.

## 12) PFD "Public Facilities District"

The PFD district is established to manage policies of the comprehensive plan for development of public facilities. This district is established to provide for the special or substantial public interest facilities that are so desired. Conceptual site plans are required to be submitted along with rezoning applications.

## A) Permitted Uses

- i) Airports.
- ii) Auditoriums, stadiums, arenas, and expositions.
- iii) Broadcasting facilities.
- iv) Municipal/governmental buildings, structures, and uses.
- v) Cemeteries.
- vi) Houses of worship.
- vii) Educational institutions.
- viii) Day care centers.
- ix) Electric power substations and operation centers.
- x) Gas and water metering stations.
- xi) Hospitals, clinics, and medical facilities.
- xii) Public parks and recreational facilities.
- xiii) Post offices.
- xiv) Libraries.
- xv) Police and fire facilities.
- xvi) Sewage treatment facilities.
- xvii) Water supply operations.
- xviii) Adult care facility.
- xix) Clubs, lodges, and fraternal organizations.
- xx) Funeral homes.
- xxi) Crematorium.

xxii) Any other use of a similar nature when approved by the City Commission.

## B) Locational Criteria for PFD Districts

- i) The approved use shall front on an arterial or collector roadway. Sewage treatment facilities, water supply operations, electric power substations and operation centers and cemeteries are exempt from this requirement.
- ii) Approved uses shall comply with appropriate landscaping and buffering requirements and access management requirements.
- iii) The site must be located in close proximity to the main user group.
- iv) The approved use must serve the majority of the population.

## C) Maximum Intensity Standard

The maximum intensity standard shall be seventy (70) percent impervious surface ratio (which includes building coverage) and a maximum building height of thirty-five (35) feet and buildings are limited to 3-story maximum.

## D) Design Standards

- i) Minimum setbacks requirements:
  - a. Front yard: Thirty feet (30')
  - b. Side yard: Fifteen feet (15').
  - c. Rear yard: Fifteen-five feet (15').
- ii) The minimum open space shall be twenty-five percent (25%).

## E) Site Plan Requirements

- i) In order to establish "PFD" Public Facility District, the applicant must provide a Conceptual site plan as outlined in Section 154.030(d)(7)(G)(i) of the Land Development Code, with a zoning application.
- the requirements of Section 160.080 of the Land Development Code must be submitted and approved by the Technical Review Committee (TRC) before any building permits are issued or the start of operation of activity on the site.

## 13) *GB "Greenbelt District"*

This district is established to provide green, undeveloped areas and to protect floodplains, wetlands, other natural resources and agricultural uses. Areas of the city in which this category is most appropriate are designated as "conservation" on the future land use map of the comprehensive plan; however, this district is also permitted within all other land use designations.

- A) Permitted Uses
  - i) Groves and farms.
  - ii) Single-family homes and customary accessory uses.
  - iii) Swamps, wetlands, and forests.
  - iv) Private and public gardens.
  - v) Pastures.
  - vi) Nature preserves.
  - vii) Private and public parks.
  - viii) Riding stables.
- B) Uses Permitted as Special Exception use Upon Approval by the City Commission
  - i) Golf courses.
  - ii) Retail or wholesale plant production, nurseries, and greenhouses.
  - iii) Fishing clubs and marinas.
- C) Uses Expressly Prohibited

All uses not listed above are expressly prohibited.

- D) Site Development Standards
  - i) Minimum lot size (for buildings): One acre.
  - ii) Minimum lot width at building line: 200 feet.
  - iii) Minimum dwelling size: 1000 sq. feet.
  - iv) Minimum street frontage: 50 feet.

v) Minimum building setbacks:

Front yard: 50 feet.

Side yard: 25 feet.

Rear yard: 25 feet.

From any street: 50 feet.

vi) Maximum building height: 35 feet and 3-story maximum.

vii) Parking: See Section 162.040.

viii) Landscaping and buffers: See Section 164.030.

ix) Signs: See Chapter 163.

x) Access: See Section 162.030.

## 14) CBD "Central Business District Mixed Use"

This district is established to encourage economic activity, living quarters and local employment opportunities within the central area of the City. Residential density shall not exceed four (4) dwelling units per acre, unless central sewer facilities are available at which time density is not allowed to exceed ten (10) dwelling units per acre.

- A) The following uses shall be permitted
  - i) Residential dwelling units on the 2<sup>nd</sup> or 3<sup>rd</sup> floor.
  - ii) Bed and Breakfast Inn.
  - iii) Convenience stores without fuel operations.
  - iv) Business Services.
  - v) Financial Services.
  - vi) Retail sales and services.
  - vii) Medical Office/Clinic.
  - viii) Professional Services Office.
  - ix) Office Supply.

- xi) Restaurants.
- B) Uses Permitted as Special Exception Use Upon Approval of the City Commission
  - i) Banks.
  - ii) Daycare Centers.
  - iii) Health/Exercise Clubs.
  - iv) Tattoo parlor.
  - v) Veterinary Offices.
  - vi) Game Recreation Facility.
- C) Uses Expressly Prohibited
  - i) Commercial parking.
  - ii) Industrial land uses.
  - iii) Uses prohibited by City, State, or Federal law.
  - iv) Adult Entertainment.
- D) Other Possible Uses

Other uses not listed as permitted, permitted as special exception uses or prohibited may be allowed as conditional uses pursuant to Chapter 155 of this Code.

E) Maximum Intensity Standard

Coverage shall be limited to eighty (80) percent impervious surface ratio (which includes building coverage), a maximum floor area ratio of 1.0, and a maximum building height of three stories and 35-ft.

- F) Design Standards
  - i) Minimum lot size shall be six thousand (6,000) square feet with central sewer. Minimum lot size shall be ten thousand (10,000) square feet with septic tanks.

- ii) Minimum lot width shall be sixty feet (60') with central sewer at the front property line and eighty feet (80') with septic tank unless the lot is located on a cul-de- sac or a curve in which case the lot width shall be measured along the building setback line.
- iii) Minimum setbacks requirements:
  - a. Front yard: Thirty feet (30')
  - b. Side yard: Ten feet (10'). A zero-lot line is allowed on one side setback only with a minimum of ten feet (10') on the opposite side.
  - c. Rear yard: Fifteen feet (15').
  - iv) The minimum open space shall be twenty percent (20%).

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

ITEM TITLE: First Reading and Public Hearing Ordinance

2023-015 Annexation - 16.67 <u>+</u> Acres- East US Highway 441/27 and East of Register Road Griffin

Preserve – Petitioner: Beryl N. Stokes III

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

**BRIEF NARRATIVE: Ordinance 2023-015** Owner submitted an application for annexation, a small-scale comprehensive plan amendment (SSCPA), and a planned unit development rezoning to receive city services and develop a proposed 67-unit single family subdivision with a proposed density limitation of four units/acre.

FUNDS BUDGETED: None

**ATTACHMENTS:** Proposed Ordinance 2023-015, legal description,

and map. (See Item 7m for staff report and

affidavit.)

**RECOMMENDATION:** The Planning and Zoning Board recommended

approval at its November 16, 2023 meeting.

ACTION: Approve Ordinance 2023-015

## **ORDINANCE 2023-015**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 16.67 ± ACRES OF LAND GENERALLY LOCATED EAST OF US HIGHWAY 441/27 AND EAST OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a petition has been submitted by Sloan Engineering Group, Inc., as Applicant, on behalf of Beryl N. Stokes, III, Owner, requesting that approximately  $16.67 \pm$  acres of real property generally located east of US Highway 441/27 and east of Register Road (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

**WHEREAS**, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, the Planning and Zoning Board considered this ordinance at a public meeting; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact; and

**WHEREAS**, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; and

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

- Section 1. The recitals set forth above are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park.
- Section 2. The following described property consisting of approximately 16.67 acres of land generally located east of US Highway 441/27 and east of Register Road, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

**LEGAL DESCRIPTION**: See attached Exhibit A.

## Parcel Alternate Key No. 1287201 and 1287146

Section 3. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Fruitland Park, and shall be entitled to the same privileges and benefits as other parts of the City of Fruitland Park upon the effective date of the annexation. Except that the property annexed in this Ordinance is subject to the Land Use Plan

of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 4. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 5. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. 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 7. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 8. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session County, Florida, this day of,	of the City Commission of the City of Fruitland Park, Lake 2023.
Chris Cheshire, Mayor City of Fruitland Park, Florida	(SEAL)
ATTEST:	
Esther Coulson, MMC, City Clerk	
Approved as to Form:	
Anita Geraci-Carver, City Attorney	

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

Passed First Reading	
Passed Second Reading	

## **EXHIBIT A Legal Description**

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning. Contains 729,865 square feet or 16.755 acres, more or less.

## CITY OF FRUITLAND PARK STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

## ANNEXATION, SSCPA, AND REZONING

Owner: Beryl Stokes, III

Applicant: Sloan Engineering Group, Inc., Steve Sloan, P.E.

General Location: East of US 27/441 and East of Register Road

Number of Acres: 16.755 ± acres

Existing Zoning: Agriculture and Light Manufacturing (Lake County)

Proposed Zoning: PUD (City of Fruitland Park)

Existing Land Use: Regional Office

Proposed Land Use: Single-Family Medium Density (4 units/acre)

Date: September 19<sup>th</sup>, 2023

## **Description of Project**

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed 67-unit single family subdivision. Based on the proposed density limitation of 4 units/acre the maximum allowable development is 67 units.

	Surrounding Zoning	Surrounding Land Use
North	R-1 (Lake County) & City PUD	Regional Office (3.0 FAR) (Lake County) & SF Low
		Density (2 units/acre)
South	R-1 (Lake County	Urban Low (4 units/acre) (Lake County)
East	PFD	Recreation (0.30 FAR)
West	CFD and R-6	Urban Medium Density (7 units/acre)

## **Annexation**

The subject site is adjacent to the City limits along the northeastern and eastern property boundaries and is eligible for voluntary annexation. The proposed annexation would be considered infill development. The subject site is also within the City's Utility Service Area.

## **Small Scale Comp Plan Amendment**

The proposed small scale comprehensive plan amendment consists of  $16.755 \pm a$  acres and is located east of US Highway 27/441 and east of Register Road. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Regional Office on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Single Family Medium Density. Under the Lake County Regional Office future land use the property could have been developed at a maximum development scenario of 218 MF units and 2,178,436 SF of commercial/office uses pursuant to Lake County FLU Policy 1-1.3.6 which allows a 3.0 FAR and multi-family residential at 1 unit per 10,000 SF of commercial space. Under the proposed Single Family Medium Density land use the property could be developed at a maximum development scenario of 67 units (4 units/acre); therefore, the amendment would result in a decrease of 151 units and a decrease of 2,178,436 SF of commercial/office uses. It should be noted that maximum densities and intensities will not be achieved in all cases. Compatibility standards and other LDR regulations including those regulating the interaction between land use districts and design districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities).

The property to the north within the city limits is designated as SF Low Density (2 units/acre) and the property to the east is designated as Recreation. The adjacent properties within Lake County are designated as Regional Office, Urban Low Density (4 units/acre) and Urban Medium Density (7 units/acre).

The proposed amendment is compatible with the exiting adjacent land uses and would result in a logical transition between those land uses.

**Residential Needs Analysis** – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The addition of 67 units will assist in meeting this need.

**School Impact Analysis** – The amendment will decrease the impacts to schools, as it is a decrease in density from 1 unit per 10,000 SF (218 MF units) to 4 units/acre (67 units). The decrease in school age children is from 61 students to 17 students; a decrease of 44 students.

Existing County Land Use Residential Units: 218 MF units

Proposed Development Residential Units: 67 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT

Lake County Student Generation Rates						
N	/lulti-Family					
	Student Multipliers per					
Туре	Dwelling Unit					
High School	0.068					
Middle School	0.061					
Elementary						
School	0.153					
Total	0.282					

Lake County Student Generation Rates						
S	ingle-Family					
	Student Multipliers per					
Туре	Dwelling Unit					
High School	0.114					
Middle School	0.079					
Elementary						
School	0.157					
Total	0.350					

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.152	0	218	0.153	33	33
MIDDLE	0	0.074	0	218	0.061	13	13
HIGH	0	0.102	0	218	0.068	15	15
GRAND TOTAL							61

The anticipated number of students generated by the proposed land use is shown in Table 2.

SCHOOL	SF Units	STUDENT	STUDENTS	MF	STUDENT	STUDENTS	GRAND
		GENERATION	GENERATED	UNITS	GENERATION	GENERATED	TOTAL
		RATE			RATE		

ELEMENTARY	67	0.157	4	0	0.143	0	4
MIDDLE	67	0.079	5	0	0.063	0	5
HIGH	67	0.114	8	0	0.077	0	8
GRAND TOTAL							17

*Traffic Impact Analysis* – The amendment will decrease traffic impacts as it is a decrease in density and intensity. Register Road is under the jurisdiction of Lake County and is designated as a local roadway. The LOS for Register Road is "D". Results of the trip analysis just for the residential portion of the project indicate that the proposed amendment will decrease the daily trips by 752 and reduce the PM Peak hour trips by 41.

## TRIP GENERATION ANALYSIS

**Proposed Land Use Program** 

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
SF Residential	67 units	210	717	70	44	26
TOTAL GROSS TRIPS (PROPOSED)			717	70	44	26

**Existing Land Use Program** 

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
MF Residential	218 units	220	1,469	111	70	41
TOTAL GROSS TRIPS (EXISTING)			1,469	111	70	41

## Net Difference (Proposed Net Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-41	-26	-15

**Solid Waste Impact Analysis** – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

*Utility Impact Analysis* – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to

Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2021) of 2.34 person per household is 157. The estimated water usage is 0.027.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of .317 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.29 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 374,000 gallons per day (0.374 mgd). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2021) of 2.32 person per household is 157. The estimated sanitary sewer usage is 0.019 (mgd). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.355 (mgd).

**Environmental Analysis** – An environmental assessment was conducted by Bio Tech Consulting, Inc. (Appendix A). There are no wetlands or flood prone areas on the subject site. Results of the assessment indicate the presence of one (1) protected species, the gopher tortoises. Prior to development, the appropriate regulatory permits will be required.

## Rezoning

The subject property is currently zoned Agriculture and Light Manufacturing (LM) in Lake County and the proposed City zoning is Planned Unit Development (PUD) for the development of a 67-unit subdivision. The proposed zoning is compatible with the adjacent lands. The property to the North is zoned PUD and R-1. The property to the west is zoned Community Facilities District (CFD) and R-6. The property to the south is zoned R-1 and the property to the east is zoned PFD. The city has approved several subdivisions in the general area; Logan PUD to the north which allows 78 SF units and Gardenia East which allows for 49 SF units on 4,000 SF lots. To the southwest is Chelsea Run which is zoned R-15 with lots of approximately 7,840 SF.

## **Concept Plan**

The concept plan identifies a 10' landscaping buffer along Register Road. Pursuant to Chapter 164, Section 164.030(b) landscape buffers for PUDs are reviewed individually with each application. The proposed single family lot sizes within the development are less than the minimum standard for the 8,000 SF lot minimums of the R-8, R-10, and R-15 category which would require a minimum of a Type "A" - 10' buffer adjacent to single family development of

larger lots (R-2 and R-4) per the table as outlined in Section 164.030(b). At a minimum a 10' buffer is recommended by staff along the entire property boundary.

## Comprehensive Plan Compliance

The subject amendment is consistent with the following Comprehensive Plan policies, among others. The amendment will further the City's goals in meeting projected housing demands through 2035.

**FLU Policy 1-1.1:** Adequate Residential Land Area.

**FLU Policy 1-1.2:** Density and Intensity Standards and Table 1-1 – Single-Family Medium

Density, 4 units/acre.

**FLU Policy 1-1.4:** Single-Family Medium Density.

**FLU Policy 1-2.1:** Promote Orderly, Compact Growth.

## Recommendation

Please submit adequate schools determination or school concurrency reservation. At a minimum a 10' landscaping buffer is recommended by staff on all property boundaries. Please revise the preliminary site plan to include landscaping buffers along all property boundaries.

# The Villages DAILY SUN

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

Before the undersigned authority personally appeared Amber Sevison, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # 1157101 in the matter of

## **NOTICE OF PUBLIC HEARINGS**

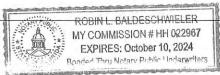
was published in said newspaper in the issues of

## **NOVEMBER 8, 2023 NOVEMBER 15, 2023**

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	d before me this	160
day of Novembe	1 1	2023.
Rol & Bal	desho	uln
Robin L. B	aldeschwieler, 1	Notary
Personally Known	X	or
Production Identificatio	n	
Type of Identification P	roduced	



## NOTICE OF PUBLIC HEARINGS

ORDINANCE 2023-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 16.67 ± ACRES OF LAND GENERALLY LOCATED EAST OF US HIGHWAY 441/27 AND EAST OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

## **ORDINANCE 2023-016**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY REGIONAL OFFICE TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 16.67 +/- ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HWY 441/27 AND EAST OF REGISTER ROAD; 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.

### ORDINANCE 2023-017

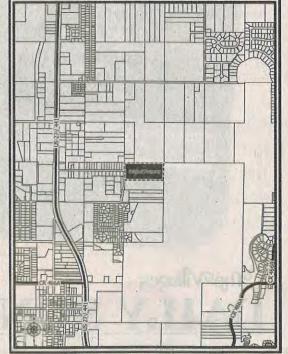
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 16.67 +/-ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) AND LIGHT MANUFACTURING (LM) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND EAST OF REGISTER ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

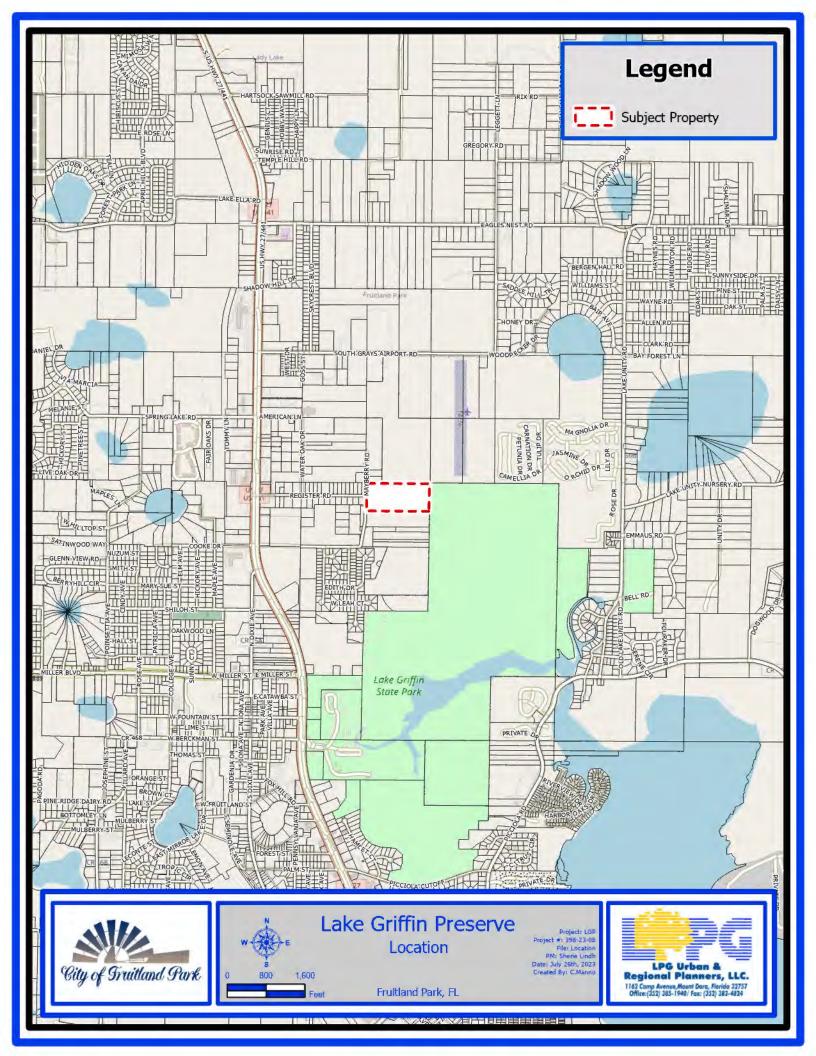
The proposed ordinances will be considered at the following public meetings:

Planning & Zoning Board Thursday, November 16, 2023 @ 6:00 p.m. City Commission 1st Reading Thursday, December 14, 2023 @ 6:00 p.m. Land Planning Agency Meeting Thursday, December 14, 2023 @ 6:15 p.m. City Commission 2nd Reading Thursday, January 11, 2024 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed ordinances and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinances.

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





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

ITEM TITLE: First Reading and Public Hearing Ordinance

2023-016 Small-Scale Comprehensive Plan Amendment –East of US 27/441 and East of Register Road – Petitioner: Beryl N. Stokes III

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

BRIEF NARRATIVE: Ordinance 2023-016 Owner submitted an application for annexation, a small-scale comprehensive plan amendment (SSCPA), and a planned unit development rezoning to receive city services and develop a proposed 67-unit single family subdivision with a proposed density limitation of four units/acre. The SSCPA request is to amend the future land use plan designation from Lake County Regional Office to City Single Family Medium Density of 16.67+ acres.

FUNDS BUDGETED: None

**ATTACHMENTS:** Draft Ordinance 2023-016, legal description, and

proposed and existing FLU map. (See Item 7m for

staff report and affidavit.)

**RECOMMENDATION:** The Planning and Zoning Board recommended

approval at its November 16, 2023 meeting.

ACTION: Approve Ordinance 2023-016

## **ORDINANCE 2023-016**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY REGIONAL OFFICE TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 16.67 +/-ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HWY 441/27 AND EAST OF REGISTER ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE **GOVERNMENTAL AGENCIES** PURSUANT 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 Sloan Engineering Group, Inc. as applicant, on behalf of Beryl N Stokes, III as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Single-Family Medium Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning 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  $16.67 \pm acres$  generally located east of US Highway 441/27 and east of Register Road as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Single-Family Medium Density 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. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

## **Section 4:** 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 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **Section 6:** Scrivener's Errors.

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

## Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Economic Opportunity.

**Section 8:** 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 ORDAIN Park, Lake County, Florida	_			of the City of Fruitland
Chris Cheshire, Mayor City of Fruitland Park, Flo	rida			
ATTEST:		App	proved as to Form:	
Esther Coulson, MMC, City Clerk		Ani	ita Geraci-Carver, C	City Attorney
Mayor Cheshire Vice-Mayor DeGrave Commissioner Bell	(Yes),	(No),	(Abstained), (Abstained),	(Absent)

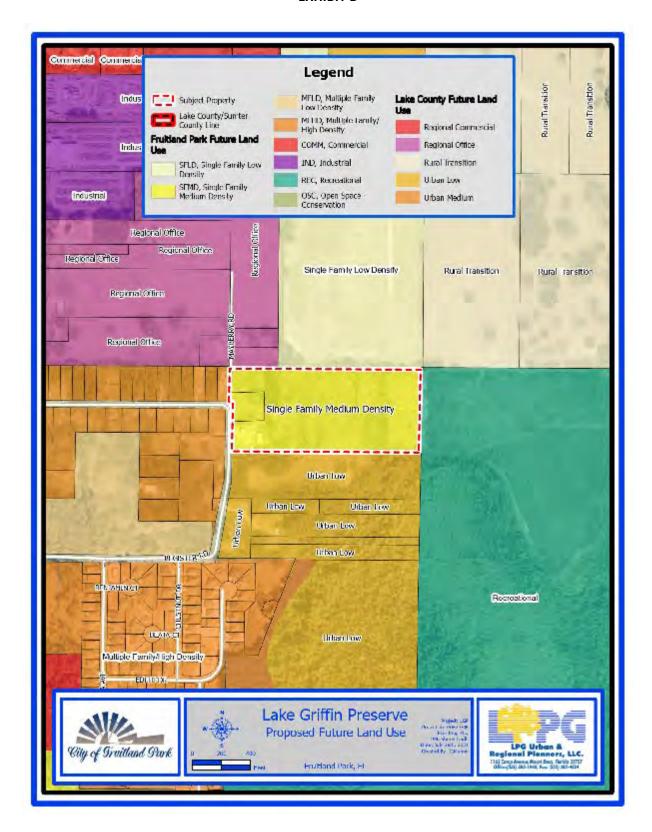
(Yes), (Yes),	(No), (No),	(Abstained), (Abstained),	(Abse
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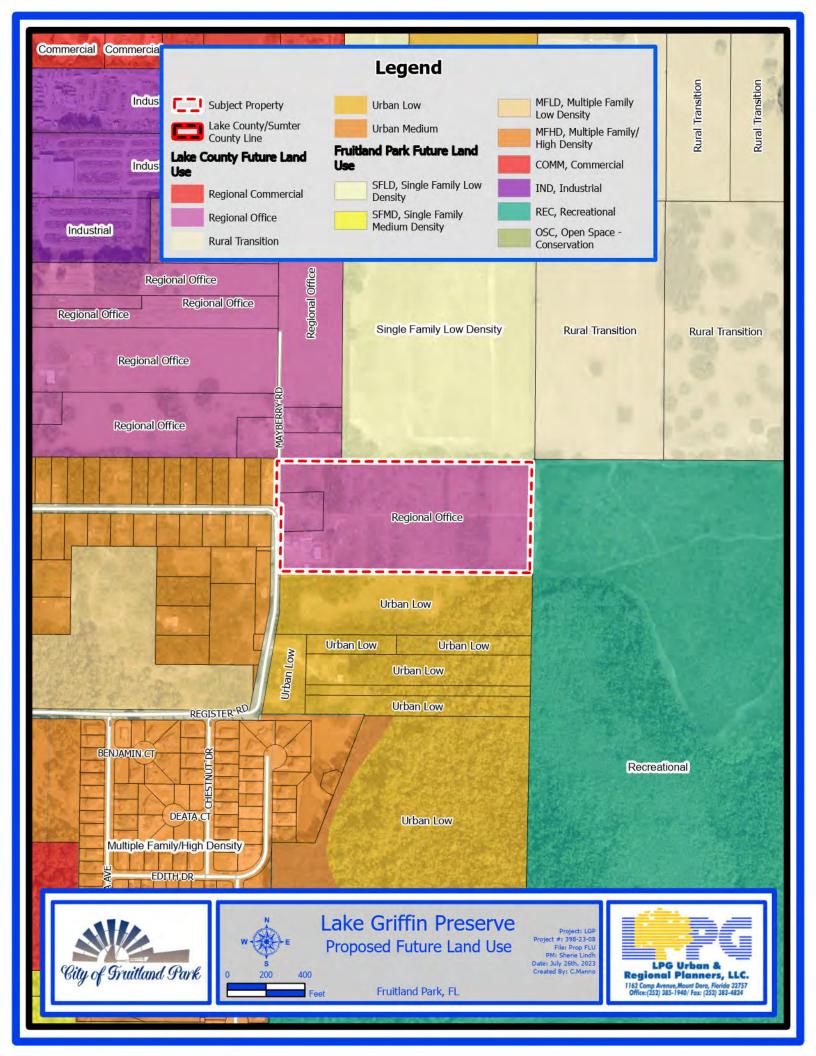
## "EXHIBIT A"

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning. Contains 729,865 square feet or 16.755 acres, more or less.

### **EXHIBIT B**





## CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 70

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing

Ordinance 2023-017 Rezoning – 16.67± Acres Lake County Agricultural and Light Manufacturing to PUD – East of US 27/441 and East of Register Road (Griffin Preserve) – Petitioner: Beryl N. Stokes III

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

**BRIEF NARRATIVE: Ordinance 2023-017** Request for planned unit development zoning for approximately 16.67± acres to develop a proposed 67-unit single family subdivision with a density limitation of four units/acre. The proposed zoning is compatible with the adjacent lands.

FUNDS BUDGETED: None

**ATTACHMENTS:** Draft Ordinance 2023-017, master development

agreement, proposed and existing zoning map, preliminary site plan, city engineering and Lake County Public Works comments and elevations. (See Item 7m for staff report and advertising

affidavit.)

**RECOMMENDATION:** The Planning and Zoning Board recommended

approval at its November 16, 2023 meeting.

ACTION: Approve Ordinance 2023-017

## **ORDINANCE 2023-017**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 16.67 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) AND LIGHT MANUFACTURING (LM) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND EAST OF REGISTER ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, **CONFLICTS AND SCRIVENER'S ERRORS**; REPEALING ALL ORDINANCES IN **CONFLICT HEREWITH**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Sloan Engineer Group, Inc. as applicant, on behalf of Beryl N. Stokes, III as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County Agriculture (A) and Light Manufacturing (LM) to Planned Unit Development (PUD) 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 16.67 ± acres generally located east of U.S. Highway 441/27 and east of Register Road as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations. The Property shall hereafter be developed with a maximum of 67 residential units and according to the Master Development Agreement attached hereto as **Exhibit** "C", which includes, but is not limited to, the concept plan attached to the Master 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.

Ordinance 2023-017 Page 2

Page 2	
Section 3. Severability. If any provision or portion of this Ordinance is declared of competent jurisdiction to be void, unconstitutional, or unenforceable, then a 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 without a public hearing or at public meeting, by re-recording the original ordinance copy of the ordinance and attaching the correct legal description.	
Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewise repealed.	th are hereby
Section 6. This Ordinance shall become effective immediately upon passage Commission of the City of Fruitland Park.	by the City
PASSED AND ORDAINED in regular session of the City Commission of the City Park, Lake County, Florida, this day of, 2023.	of Fruitland
Chris Cheshire, Mayor City of Fruitland Park, Florida	
ATTEST: Approved as to Form:	
Esther Coulson, MMC, City Clerk Anita Geraci-Carver, City Attorn	ney
Mayor Cheshire (Yes), (No), (Abstained), (Abservice-Mayor DeGrave (Yes), (No), (Abstained), (Abstained), (Abservice-Mayor DeGrave (Yes), (No), (Abstained), (Ab	ent) ent) ent)

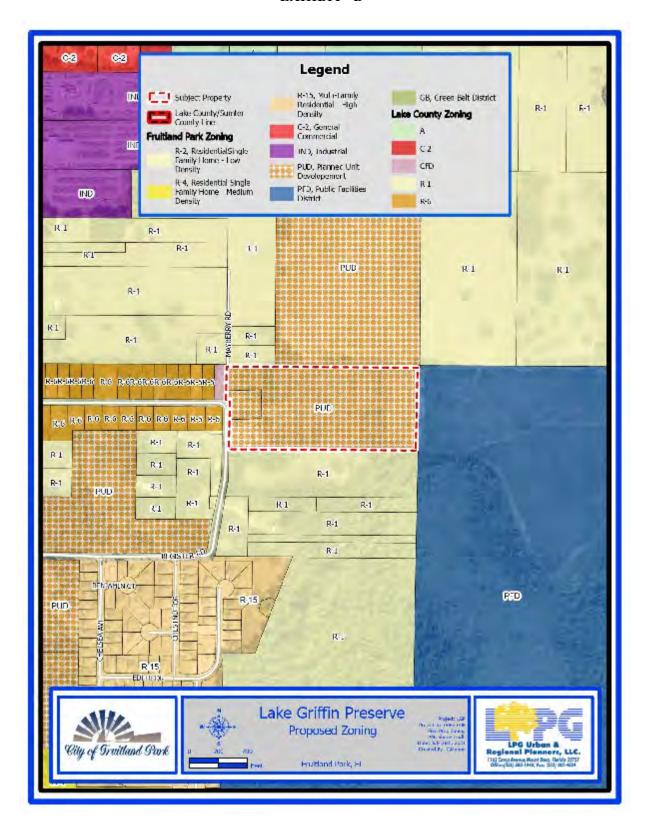
Passed First Reading	
Passed Second Reading	
(SEAL)	

## "EXHIBIT A"

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46′23″W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53′13″W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53′13″W along said West line, a distance of 225.75 feet; thence run S89°46′23″E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53′13″W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46′23″E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04′39″E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46′23″W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning. Contains 729,865 square feet or 16.755 acres, more or less.

## **EXHIBIT "B"**



## EXHIBIT "C" MASTER DEVELOPMENT AGREEMENT

Record and Return to: City of Fruitland Park Attn: City Clerk 506 W. Berckman Street Fruitland Park, Florida 34731

### MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the \_\_\_\_\_th day of \_\_\_\_\_\_, 2023, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Beryl N. Stokes, III, (hereinafter referred to as the "Owner").

## **RECITALS**

- 1. The Owner owns  $16.67 \pm a$  acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property".
  - 2. The Owner desires to rezone the Property as set forth herein.
- 3. The Property is currently located within the City of Fruitland Park with 16.67 +/- acres having a future land use designation of "Single Family Medium Density" on the City of Fruitland Park Future Land Use Map and zoned Lake County Agriculture (A) and Light Manufacturing (LM).
- 4. Owner has filed applications rezoning from Lake County Agriculture (A) and Light Manufacturing (LM) to City of Fruitland Park "Planned Unit Development" for the Property.
- 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 rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
- 7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
- 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.
- 9. This Agreement will address development of the 16.67 +/- acres to be developed for residential use.

**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.** <u>Recitals.</u> 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. <u>Conditions Precedent.</u> Owner has filed an application for a rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement, adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning. However, if the City denies the application for rezoning, this Agreement shall be void and shall be of no further force and effect.

Section 3. <u>Land Use/Development.</u> Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by Sloan Engineering Group, Inc.., dated \_\_\_\_\_\_ 2023, and attached as Exhibit "B" (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

## **Section 4. Permitted Uses for** Permitted Uses shall include:

- a. Single family detached residential dwelling units..
- b. Passive and Active Recreation Facilities.
- c. Residential units shall not exceed 67 single family dwelling units.
- d. Temporary modular office uses shall be allowed during construction.
- e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

## **Section 5.** <u>Development Standards</u>. Development Standards shall be as follows:

- a. The minimum living area shall be 1,500 square feet for the single-family detached homes
- b. The minimum lot size shall be 5,750 square feet for the detached single-family homes.
- c. Minimum lot width for detached single-family shall be 50 feet with a minimum lot depth of 115 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20') Garage - Twenty-five feet (25')

Side: Local Roadways – Twenty feet (20') Another Lot –Five feet (5')

Rear: Local Roadway – Twenty feet (20') Another Lot – Fifteen feet (15')

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

- e. Maximum building height shall be limited to thirty-five feet (35') for single family.
- f. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- g. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- h. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code.

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



<u>Architectural features</u> - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Garage vehicle doors shall incorporate 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 7.** Changes to the Development Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 8. <u>Site Access and Transportation Improvements.</u> Vehicular access to the project site shall be provided by one primary access off of Register Road, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

**Section 9.** <u>Lighting.</u> All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Lighting shall comply with the nonresidential design requirements of the Fruitland Park Land Development Regulations.

Section 10. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

**Section 11.** <u>Impact Fees.</u> Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

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

**Section 12.** <u>Easements.</u> Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, drainage and reclaimed water services.

**Section 13.** <u>Landscaping/Buffers.</u> Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a fifteen-foot (15') landscape buffer type "B" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

Owner 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.** <u>Stormwater Management.</u> 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 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 commercial property owners within the City.
- **Section 16.** <u>Environmental Considerations.</u> The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.
- **Section 17.** Signage. Owner shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's

discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

**Section 18.** Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

**Section 29.** 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 20. <u>Due Diligence.</u>

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 21.** <u>Enforcement/Effectiveness.</u> A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 163.3243, *Florida Statutes*.
- **Section 22.** 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 23. 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 24.** <u>Waiver; Remedies.</u> 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 25.** <u>Exhibits.</u> All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.
- **Section 26.** Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager
-------------	--------------

	,
	City of Fruitland Park
	506 W. Berckman Street
	Fruitland Park, Florida 34731
	352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor
	City of Fruitland Park
	506 W. Berckman Street
	Fruitland Park, Florida 34731
	352-360-6727 Telephone
	·
	Anita Geraci-Carver
	Law Office of Anita Geraci-Carver, P.A.
	1560 Bloxam Avenue
	Clermont, Florida 34711
	352-243-2801 Telephone
	352-243-2768 Facsimile
	001 1 10 10
As to Owner:	Beryl N. Stokes, III
	1035 W Dixie Avenue
	Leesburg, Florida 34748
	352-678-6078 Telephone
	·
Copy to:	

**Section 27. 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.

**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 twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

**Section 29.** Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 30. 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.

Signature pages to follow

**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: By:\_\_\_\_\_ Witness Signature Beryl N. Stokes, III Print Name STATE OF FLORIDA COUNTY OF \_\_\_\_ The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_ by Beryl N. Stokes, III who is personally known to me or who have produced \_\_\_\_\_ as identification. Notary Public Notary Public - State of Florida Commission No \_\_\_\_\_ My Commission Expires \_\_\_\_\_

#### ACCEPTED BY THE CITY OF FRUITLAND PARK

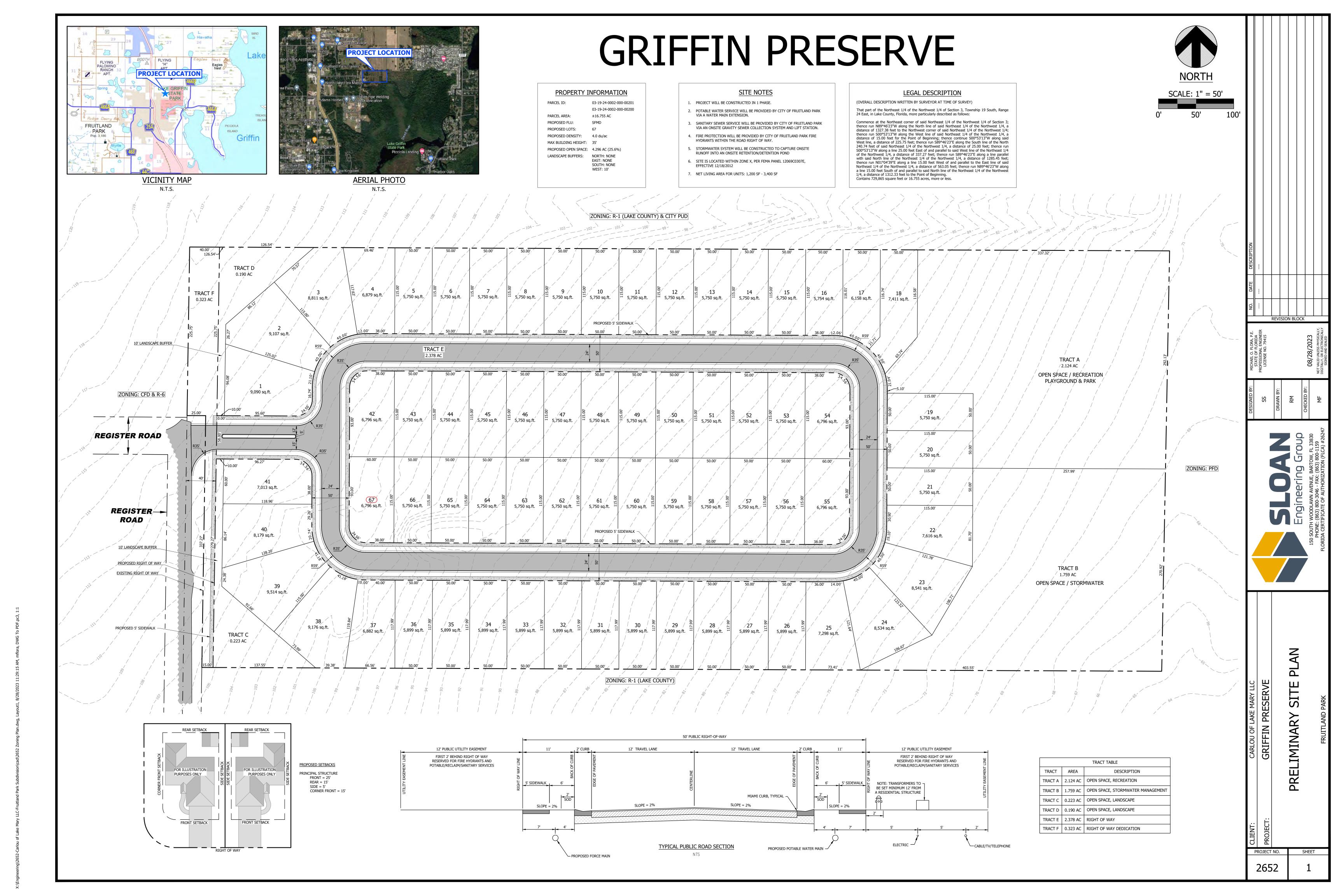
Approved as to form and Legality for use and reliance by the City of Fruitland Park	By: Chris Cheshire, Mayor
	Date:
	ATTEST:
Anita Geraci-Carver	Esther B. Coulson
City Attorney	City Clerk
STATE OF FLORIDA COUNTY OF LAKE	
this day of municipal corporation on behalf of the	owledged before me by [X] physical present or [] online notarization by Chris Cheshire, Mayor of the City of Fruitland Park, a Floridate corporation and Esther B. Coulson, City Clerk of the City of Fruitland rporation, who are [X] personally known to be me or produced as identification.
	Notary Public
	Notary Public - State of Florida
	Commission No
	My Commission Expires

## EXHIBIT "A" LEGAL DESCRIPTION

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning. Contains 729,865 square feet or 16.755 acres, more or less.

EXHIBIT "B" THE PLAN EXHIBIT "B" THE PLAN







Date: 9/20/2023

Project No.: **21373 – Task 4** 

To: Fruitland Park

From: Walt Nickel, PE, Wright-Pierce

Subject: Griffin Preserve Annexation Comp Plan Rezoning - Review Comments, 2nd Review

Wright-Pierce has reviewed the resubmittal for the Griffin Preserve Annexation Comp Plan Rezoning project located in Parcel IDs 03-19-24-0002-000-00200 and 03-19-24-0002-000-00201. All our previous comments have been addressed and we have no further comments.



#### Department of Public Works, Engineering Division

P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 13, 2023

Michael Rankin
Planning Consultant for Fruitland Park, LPG
City of Fruitland Park
Community Development Department
506 W Berkman St
Fruitland Park, Florida 34731
(sent via email)

**RE: PROJECT:** Griffin Preserve / Planned Unit Development

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

#### Major comments for Register Road

- Additional offsite road improvements on Register Road may be required.
- Additional right-of-way may be required for Register Road.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

P 352.253.6000 • F 352.253.9025 Board of County Commissioners • www.lakecountyfl.gov Lake County Department of Public Works recommended requirements for the Tierra Vista PUD impacts to roadways and drainage systems:

#### Register Road:

- Access from Register Road will require additional offsite road improvements and intersection adjustments on the existing curve to allow this development to access from the county road.
- Additional right-of-way for Register Road be required to meet the minimum requirements for a
  local roadway and to accommodate the offsite road improvements while maintaining the road
  drainage. Further evaluation will be performed with subdivision plans based on impacts due to
  drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for
  County Local Road is 66-ft (33-ft from centerline of pavement).
- A preliminary review of the right-of-way of Register Road resulted in a deed ORB 286/978 and ORB 286/980. The width appears to be 50-ft in width. A detailed survey of Register Road and the site will be required with future development submittal to verify the right-of-way and property boundary in relation to Register Road.
- Register Road is defined with a functional road classification of 'local road' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

#### Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.
- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

#### Internal connectivity:

• The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

#### Stormwater Management:

• The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Fruitland Park and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Approval may be subject to Board of County Commission approval.

Sincerely,

Seth Lynch

Seth Lynch

Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County Mike Fitzgerald, Planning Director for Lake County Janie Barron, Chief Planner for Lake County Emily Church, City of Fruitland Park





**ELEVATION A** 



**ELEVATION B** 





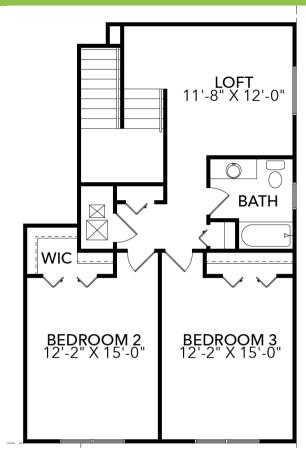
# **THE JADE**

4 BEDROOMS 3 FULL BATHS

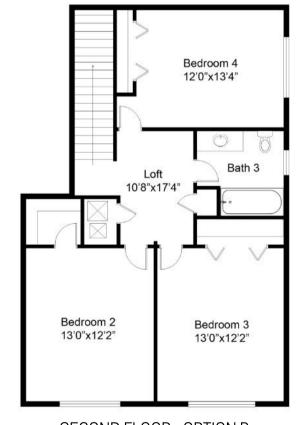
2,757 LIVING SQ. FT. 3,504 TOTAL SQ. FT.



FIRST FLOOR



SECOND FLOOR - OPTION A



SECOND FLOOR - OPTION B









**ELEVATION A** 



**ELEVATION B** 

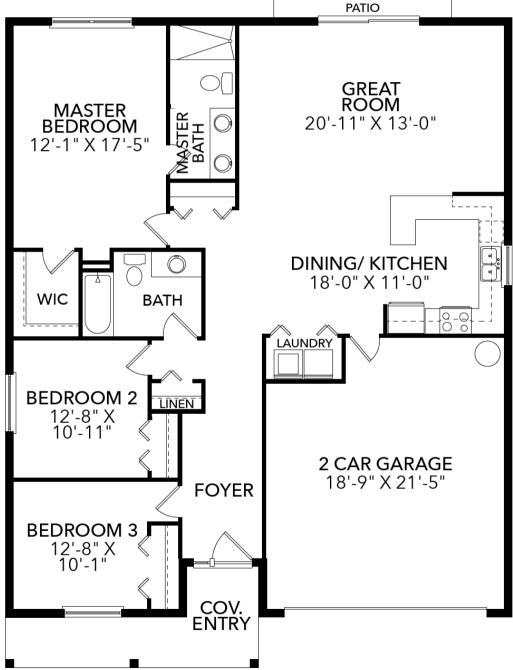




3 BEDROOMS 2 FULL BATHS

1,458 LIVING SQ. FT. 2,115 TOTAL SQ. FT.

PATIO 14'-0" X 10'-0" OPT. COVERED





# **THE PEARL**



**ELEVATION A** 

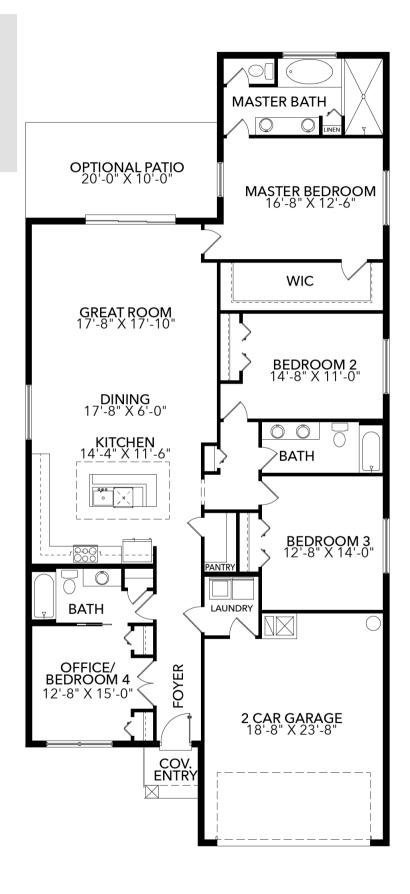


**ELEVATION B** 



4 BEDROOMS 3 FULL BATHS

2,160 LIVING SQ. FT. 2,654 TOTAL SQ. FT.





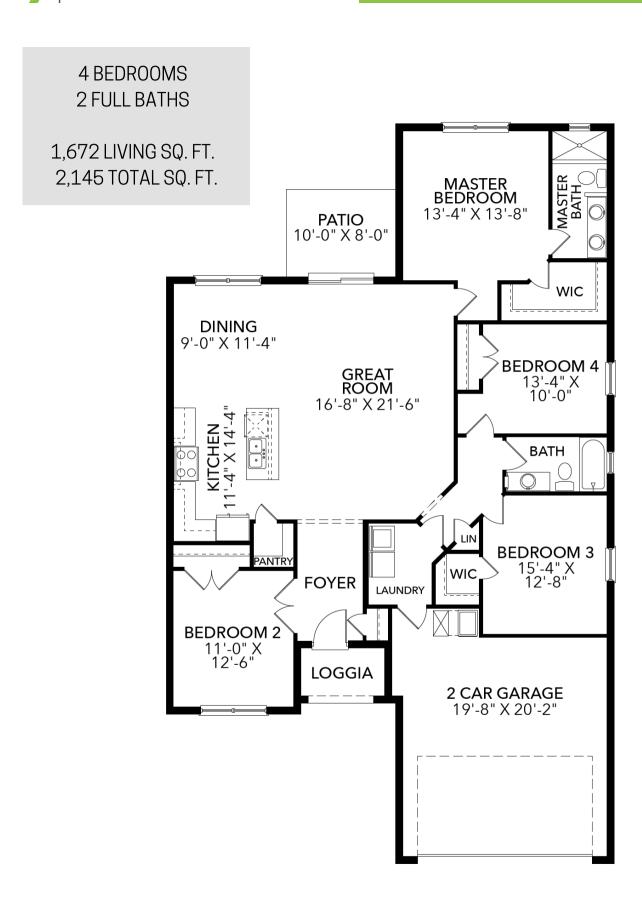


**ELEVATION A** 



**ELEVATION B** 





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

ITEM TITLE:	First Reading and Quasi-Judicial Public Hearing – Ordinance 2023-021 MDA 2 <sup>nd</sup> Amendment - Mirror Lake Village PUD Phase II – Maximum Impervious Surface Ratio – Petitioner:
MEETING DATE:	Thursday, December 14, 2023
DATE SUBMITTED:	
SUBMITTED BY:	city attorney/city manager/community development
BRIEF NARRATIVE:	Ordinance 2023-021
FUNDS BUDGETED:	
ATTACHMENTS:	
RECOMMENDATION:	
ACTION:	

#### **ORDINANCE 2023-021**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE MASTER DEVELOPMENT AGREEMENT CONDITIONS OF THE MIRROR LAKE VILLAGE PLANNED UNIT DEVELOPMENT (PUD) TO PROVIDE FOR A MAXIMUM IMPERVIOUS SURFACE RATIO; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SCRIVENER'S ERRORS; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the Mirror Lake Village Planned Unit Development (PUD) was approved by City Commission on January 8, 2015, by Ordinance No. 2014-024;

WHEREAS, the Mirror Lake Village Planned Unit Development (PUD) Master Development Agreement terms and conditions to allow a maximum impervious surface ratio of fifty percent (50%) for each lot instead of a maximum building coverage of thirty percent (30%), and to reduce the front setback requirements from thirty feet (30') to twenty feet (20') was approved by the City Commission on April 25, 2019, by Ordinance No. 2019-001; and

WHEREAS, Park Square Enterprises, LLC the property owner have requested a second amendment to the Mirror Lake Village Planned Unit Development (PUD) Master Development Agreement terms and conditions to allow a maximum impervious surface ratio of fifty percent (50%) shall be implemented on a cumulative site basis for Phase II development; and

WHEREAS, the petition bears all required signatures; and

WHEREAS, the required notice of the amendment has been properly published;

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Fruitland Park, Florida:

#### SECTION 1. <u>LEGAL DESCRIPTION.</u>

The above-referenced property, more particularly described on Exhibit "A," attached hereto and incorporated herein by reference, consisting of approximately 42.26 ± acres generally located north of Urick Street and west of Seminole Boulevard.

#### SECTION 2. AMENDMENT OF MASTER DEVELOPMENT AGREEMENT CONDITIONS.

(**NOTE:** <u>Underlined words</u> constitute the additions to the existing text of the *PUD Ordinance No.* 2014-024, and <u>strikethroughs</u> constitute deletions to the existing text.

The conditions within "Section 5" of the Mirror Lake Village Master Development Agreement by Ordinance No. 2014-024 adopted on January 8, 2015, are hereby amended as follows:

Section 5. Development Standards. City and Owner agree that building setbacks shall be as follows:

A. Front: Local Roadways – Twenty feet (20')\*
Garage – Twenty-five feet (25')

B. Side: Five feet (5')C. Rear: Twenty feet (20')

#### D. Rear: From Mirror Lake - Fifty feet (50')

\*Notwithstanding the foregoing, corner lots facing roadways on two sides shall be subject to a twenty feet (20') setback along the roadway designated as the property address for the principal residence and a twenty-five feet (25') setback for garage and a twenty foot (20') setback along the other roadway not designated as the property address.

Maximum Impervious Surface Ratio (ISR) – Fifty percent (50%). Maximum Fifty Percent (50%) Impervious Surface Ratio (ISR) shall be implemented on a cumulative site basis within the Phase II development, allowing specific lots to exceed the 50% ISR while simultaneously placing restrictions on others to maintain a lesser percentage. This shall be in compliance with the attached Exhibit "B", which will serve as the master ISR key for all subject lots located within the Mirror Lake Phase II development. The ISR is in lieu of a maximum building coverage. Phase II must remain vacant and no construction can commence within Phase II until site plan modification is approved and the stormwater permit is issued to accommodate any increased ISR in Phases I and II.

#### SECTION 3: <u>CONFLICTS</u>.

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

#### **SECTION 4: SEVERABILITY.**

Esther Coulson, MMC, City Clerk

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

# SECTION 5: EFFECTIVE DATE. This Ordinance shall become effective immediately upon enactment. PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024. Chris Cheshire, Mayor City of Fruitland Park, Florida ATTEST: Approved as to Form:

Anita Geraci-Carver, City Attorney

Mayor Cheshire	(Yes),	(No),	(Abs	tained),	(Abse	nt)	
Vice Mayor DeGrave		_(Yes),	(No), _	(Abstai	ned),	(Absent)	
Commissioner Gunter		_(Yes),	(No), _	(Abstai	ned),	(Absent)	
Commissioner Bell		_(Yes),	(No), _	(Abstai	ned),	(Absent)	
Commissioner Mobilian		(Yes),	(No), _	(Absta	ined), _	(Absent)	
				Passed Fi	rst Read	ing	
				Passed Se (SEAL)	econd Re	ading	_

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

ITEM TITLE: Public Hearing - Resolution 2023-073 Variance

Reinforced Concrete Pipe - South of Lake Ella Road and West of US 27/441 - Petitioner: Lake

Saunders Groves Land, LLP

**MEETING DATE:** Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

**SUBMITTED BY:** city attorney/city manager/community development

**BRIEF NARRATIVE:** Resolution 2023-073 A variance to Chapter 157, Section 157.080(a)(4)(C)(iii) to use corrugated polyethylene pipe (HP) instead of reinforced concrete pipe under roadways. Noted adherence to stipulations is as outlined in Resolution 2023-073.

FUNDS BUDGETED: None

**ATTACHMENTS:** Proposed Resolution 2023-073, legal description,

justification, development name change, location

map, staff report and advertising affidavit.

**RECOMMENDATION:** The Planning and Zoning Board approved

Resolution 2023-073 at its November 16, 2023

meeting.

ACTION: Adopt Resolution 2023-073.

Return to: City Clerk City of Fruitland Park 506 W. Berckman St. Fruitland Park, FL 34131

#### **RESOLUTION 2023-073**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE SUBDIVISION REGULATION REQUIREMENTS PERTAINING TO REINFORCED CONCRETE PIPE FOR USE UNDER ROADWAYS TO UTILIZE CORRUGATED POLYETHYLENE PIPE (HP), ON THE SUBJECT PROPERTY LOCATED SOUTH OF LAKE ELLA ROAD AND WEST OF US 27/441 AND OWNED BY LAKE SAUNDERS GROVES LAND, LLP, PROVIDING FOR AN EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Richard Wohlfarth on behalf of the property owner Lake Saunders Groves Land, LLP has petitioned for a variance for their property, located South of Lake Ella Road and west of US 27/441, in the City of Fruitland Park, Florida; and

WHEREAS, the owners request a variance to the following Subdivision requirement:

• Chapter 157, Section 157.080(a)(4)(c) iii

**WHEREAS**, the City Commission has considered the petition in accordance with standards for the granting of variances contained in Chapter 157, City of Fruitland Park Land Development Regulations,

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

The petition for variance filed by Richard Wohlfarth on behalf of the property owner Lake Saunders Groves Land, LLP for property south of Lake Ella Road and west of US 27/441, in the City of Fruitland Park, Florida, more particularly described as:

**LEGAL DESCRIPTION:** See Exhibit "A"0

Parcel Alternate Key No. 1771617, 1284821, 1284805, 1284511, 1284503, 1284490, 1771625, 3883988

is granted as follows:

- 1. A variance to Chapter 157, Section 157.080(a)(4)(c) iii to utilize corrugated polyethylene pipe (HP) instead of reinforced concrete pipe.
- 2. This variance is granted subject to the following conditions, and shall be of no effect unless and until the conditions have been met, to wit: Minimum and Maximum cover heights should follow the requirements set forth in the FDOT Drainage Manual, Appendix C, as reiterated in Table 1. Polypropylene pipe can be installed in deeper conditions once supporting calculations and documentation associated with this analysis are approved.
  - a. Polypropylene Pipe is required to be installed with an RCP end section.
  - b. Polypropylene Pipe is Wall Zone installations should follow the requirements set forth in the FDOT Drainage Manual Section 3.11, Appendix D and in the latest version of FDOT Standard Specifications, section 430-4.1.
  - c. FDOT's pipe repair matrix should be used as guidance for any repairs
  - d. Polypropylene Pipe must be produced from a FDOT approved production facility for Class II Polypropylene Pipe

	day or	, 2023.		
Chris Cheshire, Mayor				
City of Fruitland Park, Flor	rida			
ATTEST:		At	oproved as to Form	
		1	sproved us to roini	•
Esther Coulson, MMC, Cit	y Clerk	_	nita Geraci-Carver,	
Esther Coulson, MMC, Cit	,	Ar	nita Geraci-Carver,	City Attorney
Esther Coulson, MMC, Cit	,	Ar	nita Geraci-Carver,	City Attorney
Esther Coulson, MMC, City  Mayor Cheshire  Vice-Mayor DeGrave  Commissioner Gunter	(Yes), (Yes), (Yes),	(No), (No), (No),	nita Geraci-Carver,  (Abstained), (Abstained), (Abstained),	City Attorney  (Absent) (Absent) (Absent)
Esther Coulson, MMC, City  Mayor Cheshire  Vice-Mayor DeGrave  Commissioner Gunter  Commissioner Bell	(Yes), (Yes), (Yes), (Yes),	(No), (No), (No), (No),		City Attorney  (Absent) (Absent) (Absent) (Absent) (Absent)

#### EXHIBIT 'A' LEGAL DESCRIPTION

Parcel 33-18-24-0003-000-02900 (Alt Key 1284490):

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 Feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0002-000-00801 (Alt Key 1284503):

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

Parcel 33-18-24-0001-000-00700 (Alt Key 1284511):

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58′40″ W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02′26″ W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54′10″ W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02′26″ E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58′40″ E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

Parcel 33-18-24-0002-000-00802 (Alt Key 1284805):

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0002-000-00800 (Alt Key 1284821):

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0003-000-02600 (Alt Key 1771617):

Begin at the Northwest corner of the SE 1/4 of NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the point of beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

Parcel 33-18-24-0004-000-04600 (Alt Key 1771625):

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, then West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.

Parcel 33-18-24-0002-000-10200 (Alt Key 3883988):

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58′40″ W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02′26″ W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54′10″ W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02′26″ E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58′40″ E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

# CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 7r

ITEM TITLE: Quasi-Judicial Public Hearing – Resolution 2023-074

Major Site Plan - Commercial Parcels - Petitioner:

**Evolve Fruitland, LLC** 

MEETING DATE: Thursday, December 14, 2023

**DATE SUBMITTED:** Monday, December 4, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

**BRIEF NARRATIVE:** Resolution 2023-074 for  $19.56 \pm 100$  acres located at 305 County Road 466A, north of 466-A and east of Oliver Lane. Owner submitted an application for development of 222 multi-family dwelling units with recreational amenities and two commercial outparcels; formerly known as "The Hawthorns". The development is subject to Ordinance 2022-024 and its accompanying master development agreement.

FUNDS BUDGETED: None

**ATTACHMENTS:** Proposed Resolution 2023-074, legal description, map,

concept/site plan, staff report, advertising affidavit and

elevations..

**RECOMMENDATION:** The Planning and Zoning Board, at its

November 16, 2023 meeting, recommended approval

of Resolution 2023-074.

#### RESOLUTION 2023-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF 222 MULTI-FAMILY DWELLING UNITS, ASSOCIATED PARKING, STORMWATER, RECREATIONAL AMENITIES AND TWO COMMERCIAL PARCELS; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Evolve Fruitland Park, LLC filed an application for Major Site Plan Approval to allow for construction of a multi-family project with commercial outparcels on real property located north of CR 466A and east of Oliver Lane, Fruitland Park, Florida; and

**WHEREAS**, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

#### Section 1. Granting of Major Site Plan Approval.

The application filed by , LLC (hereafter referred to as "Applicant"), to allow for construction of 222 Multi-Family Dwelling Units, associated parking, stormwater, recreational amenities, and two commercial parcels on real property having an address of 305 CR 466A and located north of CR 466A and east of Oliver Lane, Fruitland Park is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Numbers: 1699649 and 3884325

06-19-24-0003-000-01600 and 06-19-24-0003-000-08500

(The Properties)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) Prior to the issuance of a building permit, the Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:
  - (a) Execute and delivery of an utility easement in favor of the City of Fruitland Park in the form provided by the City.
  - (b) Obtain Commission approval to repeal Resolution 2022-062 which unified the parcels into one parcel.
  - (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
  - (3) The Site Plan is attached hereto and incorporated herein.
  - (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, once conditions have been met.

#### **Section 3. Effective Date.**

ESTHER COULSON, CITY CLERK, MMC

This resolution shall become effective	ve imme	ediately upon its pas	ssage.		
PASSED and ADOPTED at a regular property of the Park, Lake County, Floridates		•			y of
SEAL		COMMISSION LAND PARK, FL		CITY	OF
	CHRIS	S CHESHIRE, MA	YOR		_
ATTEST:					

Mayor Cheshire	(Yes),	_(No),	(Abstained),	(Absent)
Vice Mayor DeGrave	_ (Yes),	_ (No),	(Abstained),	(Absent)
Commissioner Gunter	_ (Yes),		(Abstained),	(Absent)
Commissioner Bell	(Yes),	_ (No),	(Abstained),	(Absent)
Commissioner Mobilian	(Yes),	_ (No),	(Abstained),	(Absent)
Approved as to form:				
Anita Geraci-Carver, City A	Attorney			

# METES AND BOUNDS DESCRIPTION: Parcels 061924000300008500 & 061924000300001600

A PARCEL OF LAND LYING IN A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT NO ID AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00±49'19" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 1,326.69 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89±07'47" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 1,327.37 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6: THENCE NORTH 00±51'5611 EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 41.38 FEET TO INTERSECT THE NORTH RIGHT OF WAY OF COUNTY ROAD 466-A (MILLER BOULEVARD) AS SHOWN ON THE LAKE COUNTY ROAD MAP BOOK 2, PAGE 118 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00±51'56" EAST, ALONG SAID LINE FOR 300.30 FEET TO THE SOUTHWEST CORNER OF THE NORTH PARCEL: THENCE CONTINUE NORTH 00±51 '5611' EAST, ALONG SAID LINE, FOR 984. 70 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6: THENCE SOUTH 89±08'29" EAST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 663.12 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6: THENCE SOUTH 00±50'21" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 983.33 FEET TO THE SOUTHEAST CORNER OF THE NORTH PARCEL; THENCE SOUTH 00±50'2111 WEST ALONG SAID EAST LINE FOR 300.30 FEET TO INTERSECTION WITH THE AFORESAID NORTH RIGHT OF WAY OF COUNTY ROAD 466-A (MILLER BOULEVARD) (SAID POINT BEING NORTH 00±50'2111E 42.88 FEET FROM THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6); THENCE NORTH 89±15'3311 WEST ALONG SAID NORTH RIGHT OF WAY FOR 663. 72 FEET TO THE POINT OF BEGINNING.

CONTAINING 852,037 SQUARE FEET OR 19.5601 ACRES, MORE OR LESS.

Prepared by: Avid Group 2300 Curlew Road, Suite 201 Palm Harbor, FL 34683

### Evolve at Fruitland Park - Location Map







50	25	0	;
	GRA	APHIC SCALE	
		1" = 50'	

### **GENERAL NOTES:**

- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

CURVE TABLE					
CURVE#	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

**LINE TABLE** 

LINE # | BEARING | LENGTH

L3 | N89°08'04"W | 63.56'

57.27'

35.90'

L1 N00°51'56"E

L2 N30°51'56"E

### NOTE:

ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

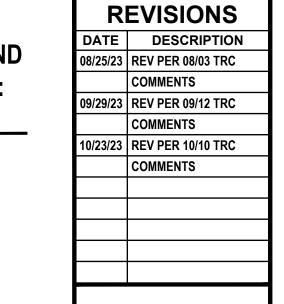
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

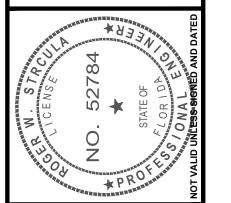
### NOTE:

ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

NDEX NO.	DESCRIPTION			
02-600	GENERAL INFORMATION FOR TRAFFIC	520-001	CURB AND GUTTER	
	CONTROL THROUGH WORK ZONES	522-001	CONCRETE SIDEWALK	
25-010	STRUCTURE BOTTOMS TYPE J AND P	522-002	DETECTABLE WARNINGS AND	
25-001	SUPPLEMENTARY DETAILS FOR		SIDEWALK CURB RAMPS	
	MANHOLES AND INLETS	570-001	PERMANENT EROSION CONTROL	
25-021	CURB INLET TOPS - TYPES 5 AND 6	700-010	SINGLE COLUMN GROUND SIGNS	
25-041	GUTTER INLET TYPE V	706-001	TYPICAL PLACEMENT OF RAISED	
25-052	DITCH BOTTOM INLETS TYPES - C, D, E AND H		PAVEMENT MARKERS	
30-001	MISCELLANEOUS DRAINAGE DETAILS	711-001	PAVEMENT MARKINGS	





THIS ITEM HAS BEEN DIGITALL' SIGNED AND SEALED BY ON THE DATE ADJACENT TO THE SEA PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST B

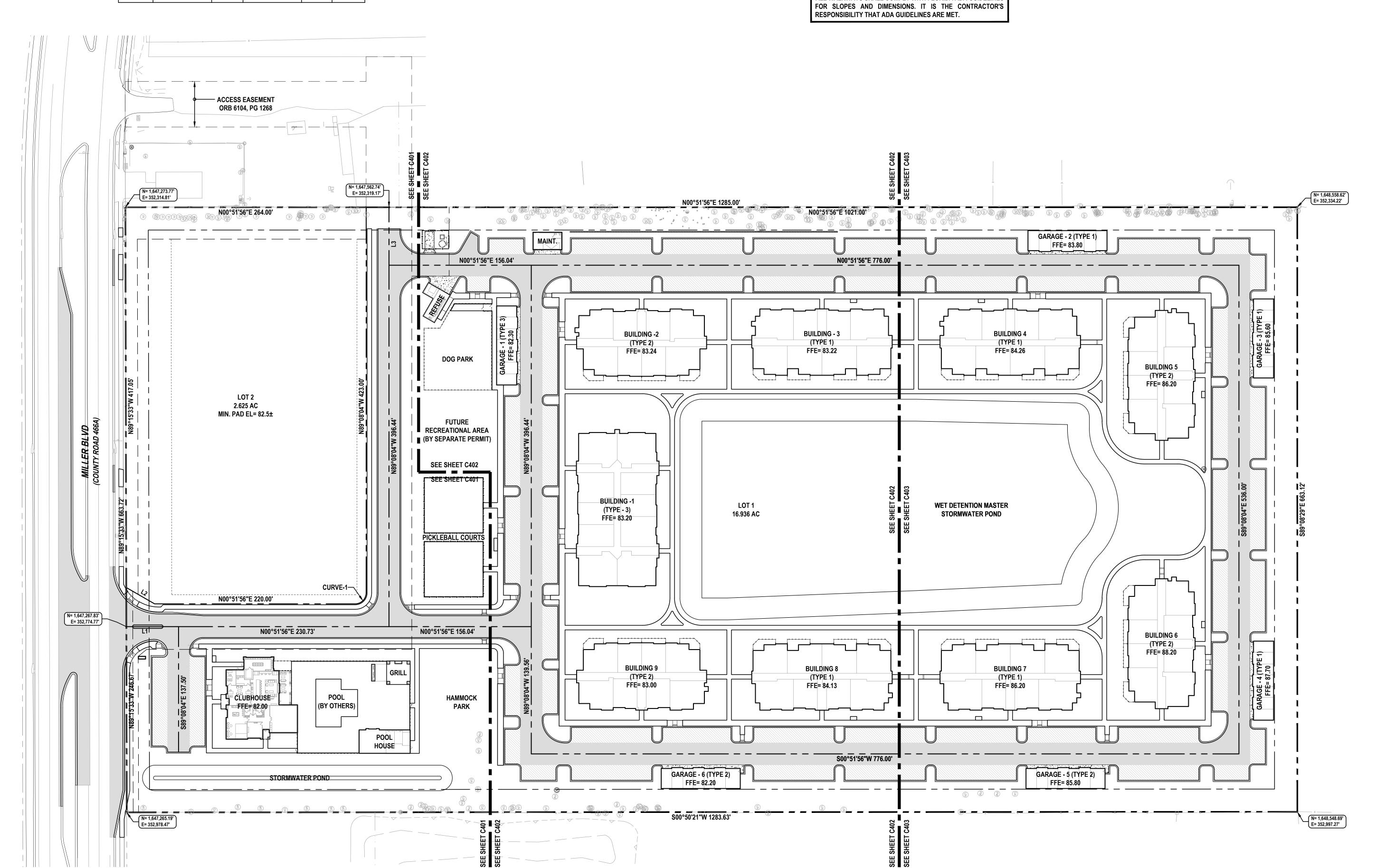
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UPHAM INC. COPYRIGHT 2023
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GEOMETRY ARK OVERALL S & LAYOUT I

PROJECT No: JULY 13, 2023 DESIGN BY:

DRAWN BY: CHECKED BY: SCALE: SHEET NUMBER:



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

#### **SITE PLAN**

Owner: Evolve Companies, LLC, John McDonald

Engineer: Upham, Inc., Roger Strcula, P.E.

General Location: North side of CR 466-A and east of Oliver Lane

Number of Acres: 19.56 ± acres

Existing Zoning: Mixed Use PUD

Existing Land Use: Commercial and MF High Density

Date: August 28, 2023

#### **Description of Project**

The subject property is 19.56 acres and consists of two parcels, Alt Key 1699649 and 3884325; however, a resolution was passed authorizing a unity of title for these two parcels (Resolution 2022-062). There are two existing vacant residential dwellings and one vacant restaurant on the subject site which are to be demolished for development of the site. Development of the site is subject to the Master Development Agreement (Ordinance 2022-024) which was formerly known as "The Hawthorne's". The proposed development is for 222 MF dwelling units, associated parking, stormwater and recreational amenities along with the creation of two (2) commercial parcels fronting on CR 466-A.

The max ISR is 70%, maximum FAR is .50 for the commercial area, and maximum density allowed per MDA is 224 MF dwellings. The minimum apartment size per code is 600 SF. The proposed minimum apartment size is 738 SF for 1-bedroom units, 1063 SF for 2-bedroom units, and 1205 SF for 3-bedroom units. Required minimum open space is 25%.

	Surrounding Zoning	Surrounding Land Use
North	County Agriculture and R-7	County Rural
South	Village of Fruitland Park DRI	Village of Fruitland Park DRI
East	C-2	Commercial
West	Commercial PUD	Commercial

#### Assessment

#### **Review Comments**

All planning comments have been addressed.

#### Recommendation

Planning staff recommends approval. Please be advised that a separate sign permit will be required.

## The Villages DAILY SUN

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

Before the undersigned authority personally appeared Amber Sevison, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # 1158308 in the matter of

#### NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

November 13, 2023 December 4, 2023

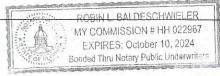
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, 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)

(Oigh	atare of Hina	111.)
Sworn to and subscribe	d before me thi	is /
day of Decom	M	2023.
Roth & Bo	Idust	muler
Robin L. E	Baldeschwieler	, Notary
Personally Known	X	or

Production Identification

Type of Identification Produced



#### NOTICE OF PUBLIC HEARING RESOLUTION 2023-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF 222 MULTI-FAMILY DWELLING UNITS, ASSOCIATED PARKING, STORMWATER, RECREATIONAL AMENITIES AND TWO COMMERCIAL PARCELS; PROVIDING FOR CONDITIONS: AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; A AND EFFECTIVE DATE.

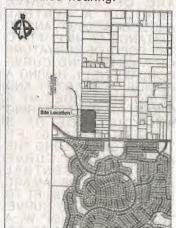
The proposed resolution will be considered at the following public meetings:

Planning & Zoning Board Thursday, November 16, 2023 @ 6:00 p.m. City Commission Reading

City Commission Reading Thursday, December 14, 2023 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

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



#1158308 November 13, 2023 December 4, 2023

## EVOLVE AT GROVE PARK

FRUITLAND PARK, FLORIDA



**BUILDING TYPE 2** 

## **BUILDING TYPE 1**







CLUBHOUSE

**POOL HOUSE** 



**BUILDING TYPE 3** 

**GARAGE TYPE 1** 



GARAGE TYPE 2



**GARAGE TYPE 3** 



COMPACTOR ENCLOSURE



MAINTENANCE BUILDING



### PROJECT SCOPE

- (3) THREE STORY APARTMENT BUILDING TYPES TOTALING 9 BUILDINGS ON SITE WITH 222 TOTAL UNITS.
- OTHER SITE AMENITY BUILDINGS INCLUDE A CLUBHOUSE, POOL HOUSE, 3 GARAGE BUILDING TYPES, MAINTENANCE BUILDING, GRILLING PAVILLION & COMPACTOR ENCLOSURE.

### STATE OF FLORIDA ADOPTED CODES

- 2020 FLORIDA BUILDING CODE (7TH EDITION)
- 2020 FLORIDA MECHANICAL CODE
- 2020 FLORIDA PLUMBING CODE
- 2020 FLORIDA ENERGY CONSERVATION CODE
- 2017 NATIONAL ELECTRICAL CODE (NFPA 70)
- FLORIDA FIRE PREVENTION CODE 7TH EDITION 2020 2020 FLORIDA ACCESSIBILITY CODE

### PROJECT TEAM

CIVIL: UPHAM, INC. 265 KENILWORTH AVE. ORMOND BEACH, FL 32174 386.672.9515

ARCHITECTURAL: PLANWORX ARCHITECTURE, P.A. 5711 SIX FORKS ROAD, SUITE 100 RALEIGH, NC 27609 919.846.8100

**VICINITY MAP** 

evelopment Park, FL at Fruitland Design Evolve 000923 PROJECT NO: DRAWN BY: JT, AM CHECKED BY:

**Project Cover Sheet** 

G000

SHEET NUMBER:

All drawings are to be coordinated with all site information by owner and contractor, and applicable codes. 3. Planworx Architecture, P.A. is not responsible for constructed variations from the information depicted ntractor is to notify architect immediately of conditions or items varying from depicted information.
4. Planworx Architecture, P.A. will not assume any liability for expenses associated with errors and omissions on these drawings unless offset by verified construction savings as a result of Planworx Architecture, P.A. is not responsible for estimating, maintaining, or regulating construction costs associated with these plans. byright 2023 - PLANWORX ARCHITECTURE, P.A. All rights reserved. Reproduction of this sheet, in whole or in part, is strictly prohibited. Plans may be used once by client. Unauthorized use strictly prohibited. PLANS NOT VALID FOR CONSTRUCTION W/O APPROPRIATE PROFESSIONAL SEALS. Contractor is to notify architect immediately of conditions or items varying from depicted information.

5. Planworx Architecture, P.A. retains ownership of all of designs depicted and implied herein.

ADDDE	//ATIONIC LIGT
ABBRE	/IATIONS LIST
ATOS	ABOVE TOP OF SLAB
AFF ACT	ABOVE FINISHED FLOOR ACOUSTIC(AL) CEILING TILE
ADD	ADDENDUM
ADH	ADHESIVE
ADJ	ADJACENT
ALUM	ALUMINUM
ARCH	ARCHITECT(URAL)
BM BET	BEAM BETWEEN
BLK	BLOCK(ING)
BD	BOARD
BLDG	BUILDING
BHD BTOS	BULKHEAD BELOW TOP OF SLAB
CAB	CABINET
CLG	CEILING
CT	CERAMIC TILE
CTR	CENTER
CLR CL	CLEAR(ANCE) CLOSET
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
CMU CONF	CONCRETE MASONRY UNIT CONFERENCE
CONST	CONSTRUCTION
CJ	CONSTRUCTION JOINT
CONT	CONTINUOUS
CONTR	CONTRACTOR
DEMO DTL	DEMOLITION DETAIL
DIAG	DIAGONAL
DIA	DIAMETER
DIM	DIMENSION
DISP DIV	DISPENSER DIVISION
DR	DOOR
DBL	DOUBLE
DN	DOWN
DWR DWG	DRAWER DRAWING
DF	DRINKING FOUNTAIN
EA	EACH
ELEC	ELECTRIC(AL)
EWC EL	ELECTRIC WATER COLLER ELEVATION
ELEV	ELEVATOR
ENCL	ENCLOSE(URE)
EQ	EQUAL
EX EJ	EXISTING EXPANSION JOINT
EXP	EXPOSED
EXT	EXTERIOR
FF	FINISHED FLOOR
FIN FA	FINISH(ED) FIRE ALARM
FC	FLOORING CHANGE
FE	FIRE EXTINGUISHER
FHC	FIRE HOSE CABINET
FR FL	FIRE RATED(ING) FLOOR(ING)
FD	FLOOR DRAIN
FT	FULLY TEMPERED
FUR	FURR(ING)
GA CWP	GAUGE
GWB HORZ	GYPSUM WALL BOARD HORIZONTAL
H&V	HORIZONTAL AND VERTICAL
HR	HOUR
INCL ID	INCLUDE(D)(ING) INSIDE DIAMETER
INSUL	INSULATE(D)(ION)
INT	INTERIOR
ISC	INISHII ATED SAEETY OLAZINI

WATERPROOFING

WITHOUT

VINYL BASE
VERTICAL
VINYL COMPOSITION TILE
WALL COVERING

ARCH BM	ARCHITECT(URAL) BEAM				
BET	BETWEEN				
BLK BD	BLOCK(ING) BOARD			LICET INDE	
BLDG BHD	BUILDING BULKHEAD			HEET INDE	Y
BTOS CAB	BELOW TOP OF SLAB CABINET				
CLG	CEILING CERAMIC TILE	ARCHITECTURAL PLAN		CIVIL PLANS SHEET INDEX	STRUCTURAL PLANS SHEET INDEX
CT CTR	CENTER			SHEET # SHEET TITLE	SHEET # SHEET TITLE
CLR CL	CLEAR(ANCE) CLOSET	G000 Cover Sheet	SHEET TILE	SHEET HILE	SHEEL# SHEEL HILE
COL COMB	COLUMN COMBINATION	G001 Sheet Index & General Project Info			
CONC CMU	CONCRETE CONCRETE MASONRY UNIT	G004 Unit & Building Tabulations G006 Architectural Site Plan			
CONF CONST	CONFERENCE CONSTRUCTION	A100 Buidling Type 1 First Floor Plan			
CJ	CONSTRUCTION JOINT	A101 Building Type 1 Second Floor Plan			
CONT CONTR	CONTINUOUS CONTRACTOR	A102 Building Type 1 Third Floor Plan A103 Building Type 1 Roof Plan			
DEMO DTL	DEMOLITION DETAIL	A104 Building Type 2 First Floor Plan			
DIAG DIA	DIAGONAL DIAMETER	A105 Building Type 2 Second Floor Plan			
DIM DISP	DIMENSION	A106 Building Type 2 Third Floor Plan A107 Building Type 2 Roof Plan			
DIV	DISPENSER DIVISION	A108 Building Type 3 First Floor Plan			
DR DBL	DOOR DOUBLE	A109 Buidling Type 3 Second Floor Plan			
DN DWR	DOWN DRAWER	A110 Building Type 3 Third Floor Plan A111 Building Type 3 Roof Plan			
DWG DF	DRAWING DRINKING FOUNTAIN	A112 Clubhouse Floor Plan			
EA ELEC	EACH ELECTRIC(AL)	A113 Clubhouse Roof Plan			
EWC	ELECTRIC WATER COLLER	A200 Building Type 1 Exterior Elevations  A201 Building Type 1 Exterior Elevations			
EL ELEV	ELEVATION ELEVATOR	A202 Building Type 2 Exterior Elevations			
ENCL EQ	ENCLOSE(URE) EQUAL	A203 Building Type 2 Exterior Elevations  A204 Building Type 3 Exterior Elevations			
EX EJ	EXISTING EXPANSION JOINT	A205 Building Type 3 Exterior Elevations  A205 Building Type 3 Exterior Elevations			
EXP EXT	EXPOSED EXTERIOR	A206 Clubhouse Exterior Elevations			
FF	FINISHED FLOOR FINISH(ED)	A207 Clubhouse Exterior Elevations  A400 Enlarged Unit Plans			
FIN FA	FIRE ALARM	A401 Enlarged Unit Plans			
FC FE	FLOORING CHANGE FIRE EXTINGUISHER	A402 Enlarged Unit Plans			
FHC FR	FIRE HOSE CABINET FIRE RATED(ING)	A403 Enlarged Unit Plans A404 Enlarged Unit Plans	+	+	
FL FD	FLOOR(ING) FLOOR DRAIN	A405 Enlarged Unit Plans			
FT FUR	FULLY TEMPERED FURR(ING)	A406 Enlarged Unit Plans			
GA GWB	GAUGE GYPSUM WALL BOARD	A700 Pool House Floor Plan A702 Pool House Roof Plan			
HORZ	HORIZONTAL	A703 Pool House Exterior Elevations			
H&V HR	HORIZONTAL AND VERTICAL HOUR	A706 Garage Type 1 Floor Plan			
INCL ID	INCLUDE(D)(ING) INSIDE DIAMETER	A707 Garage Type 1 & 3 Roof Plan A708 Garage Type 1 Exterior Elevations			
INSUL INT	INSULATE(D)(ION) INTERIOR	A709 Garage Type 2 Floor Plan			
ISG JC	INSULATED SAFETY GLAZING JANITORS CLOSET	A710 Garage Type 2 Roof Plan A711 Garage Type 2 Exterior Elevations			
KD	KNOCK DOWN	A711 Garage Type 2 Exterior Elevations A712 Garage Type 3 Floor Plan			
JT KIT	JOINT KITCHEN	A713 Garage Type 3 Exterior Elevations			
LBL LAM	LABEL LAMINATE	A714 Maintenance Building Plans & Elevations A715 Grilling Pavilion Plans & Elevations			
LAV LH	LAVATORY LEFT HAND	A718 Compactor Enclosure Plans & Elevations			
LT LG	LIGHT LONG, LENGTH				
MFR MO	MANUFACTURER MASONRY OPENING				
MTL	MATERIAL(S)				
MAX MECH	MAXIMUM MECHANICAL				
MET MIN	METAL MINIMUM				
MISC MTD	MISCELLANEOUS MOUNTED				
MOV MUL	MOVABLE MULLION				
NOM	NOMINAL NOT IN CONTRACT				
NIC NTS	NOT TO SCALE				
NO OFF	NUMBER OFFICE				
OC OPNG	ON CENTER OPENING				
OPP OD	OPPOSITE OUTSIDE DIAMETER				
OA AH	OVERALL OVERHEAD				
PTD	PAINTED PAIR				
JPR PBD	PARTICLE BOARD				
PTN PERF	PARTITION PERFORATED	<del>    </del>			
PLAS PLAM	PLASTER PLASTIC LAMINATE				
PWD PT	PLYWOOD PAPER TOWEL DISPENSER/DISPOSAL		<u> </u>		
PROJ QT	PROJECTED(ION) QUARRY TILE				
RAD, R REF	RADIUS REFERENCE				
REINF	REINFORCE(D)(ING)	<del>     </del>			
REQ RES	REQUIRED RESILIENT				
REV RH	REVISION RIGHT HAND				
R RM	RISER ROOM				
RO RB	ROUGH OPENING RUBBER BASE				
SND	SANITARY NAPKIN DISPENSER				
SR SCHED	SANITARY NAPKIN RECEPTACLE SCHEDULE	<del>                                     </del>	+		
SD SG	SOAP DISPENSER SAFETY GLAZING				
SH SIM	SHELF, SHELVING SIMILAR				
SC SPEC	SOLID CORE SPECIFICATION, SPECIFIED	<del>                                     </del>	+		
SQ	SQUARE STAINLESS STEEL				
SS STD	STANDARD				
STL STOR	STEEL STORAGE	<del>                                     </del>	+		
STRUC SUSP	STRUCTURAL SUSPENDED				
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THRES TP	THRESHOLD TOILET PAPER DISPENSER	<del>                                     </del>	+	<del> </del>	
T&G	TONGUE AND GROOVE				
TOS	TREAD TOP OF SLAB	<del>                                     </del>		<del> </del>	
TYP UC	TYPICAL UNDERCUT	<u> </u>			
UNF UON	UNFINISHED UNLESS OTHERWISE NOTED				
VIF	VERIFY IN FIELD				



MECHANICAL PLANS SHEET INDEX

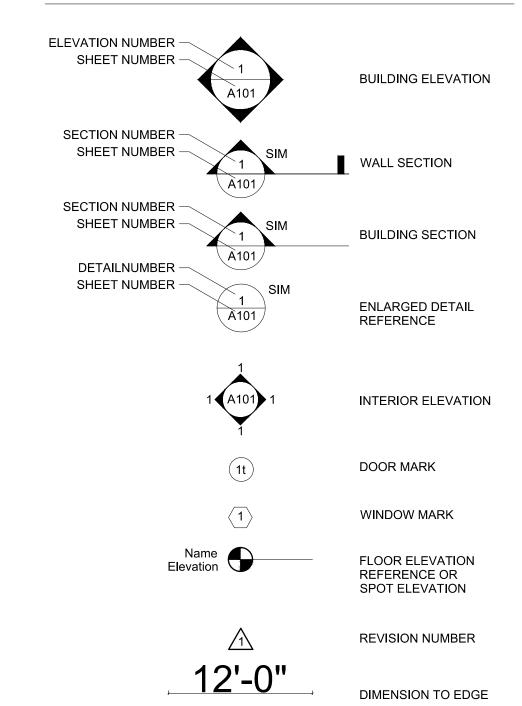
ELECTRICAL PLANS SHEET INDEX
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SHEET TITLE

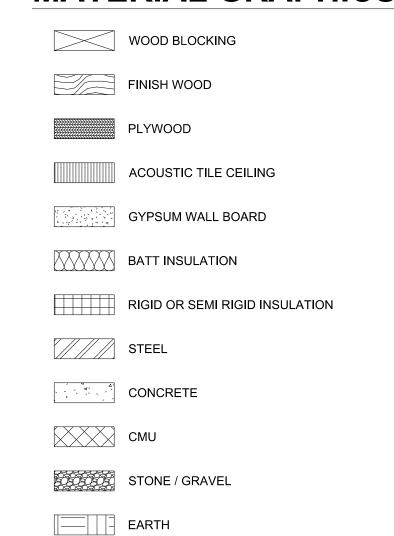
BODY COLOR: SW 7005 PURE WHITE ACCENT COLOR: SW 1015 SKYLINE STEEL ACCENT COLOR: SW 9163 TIN LIZZIE

TRIM & DOOR COLOR: SW 7068 GRIZZLE GRAY

## ARCHITECTURAL SYMBOLS



### MATERIAL GRAPHICS



ALUMINUM

**PLANWORX** ARCHITECTURE 5711 SIX FORKS ROAD, SUITE 100 RALEIGH NC 27609 Review Park evelopment ark, at Fruitland Evolve 000923 PROJECT NO: DRAWN BY: CHECKED BY:

Sheet Index & General Project Info

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2 BUILDING TYPE 1 - LEFT ELEVATION

Scale: 1/8" = 1'-0"

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BUILDING TYPE 2 - LEFT ELEVATION

Scale: 1/8" = 1'-0"

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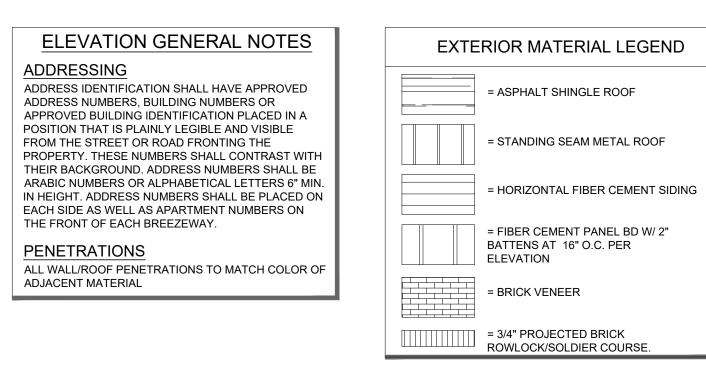
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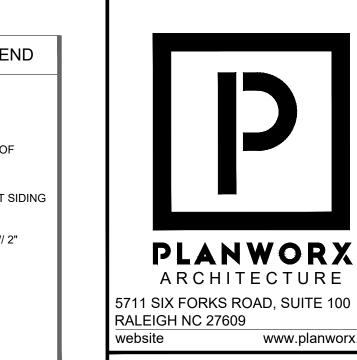
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> Building Type 2 Exterior Elevations

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Building Type 2 Exterior Elevations

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**BUILDING TYPE 2 - REAR ELEVATION** 

Scale: 1/8" = 1'-0"



**BUILDING TYPE 2 - RIGHT ELEVATION** 

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2 BUILDING TYPE 3 - LEFT ELEVATION

SCALE: 1/8" = 1'-0"

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2 BUILDING TYPE 3 - RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

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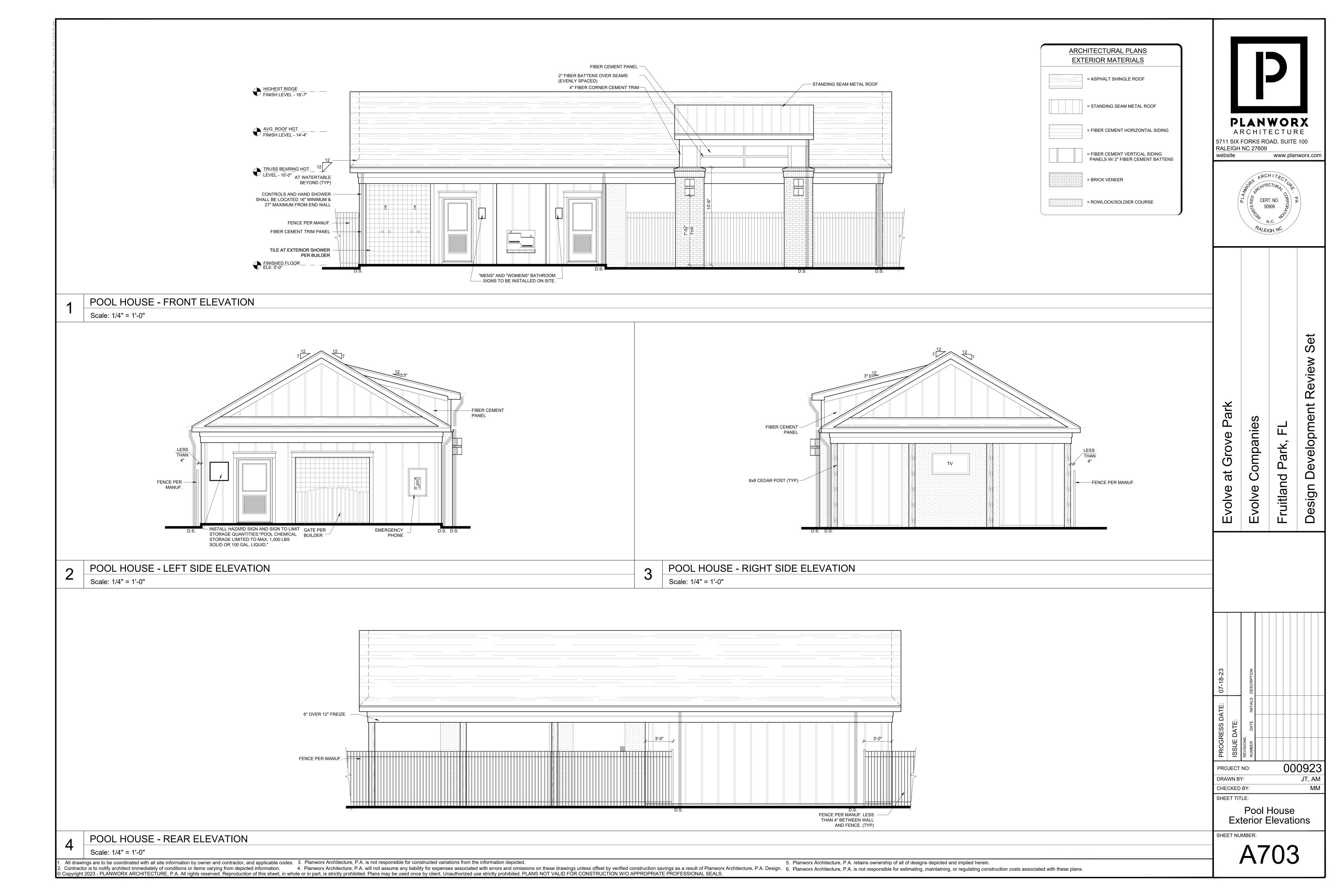
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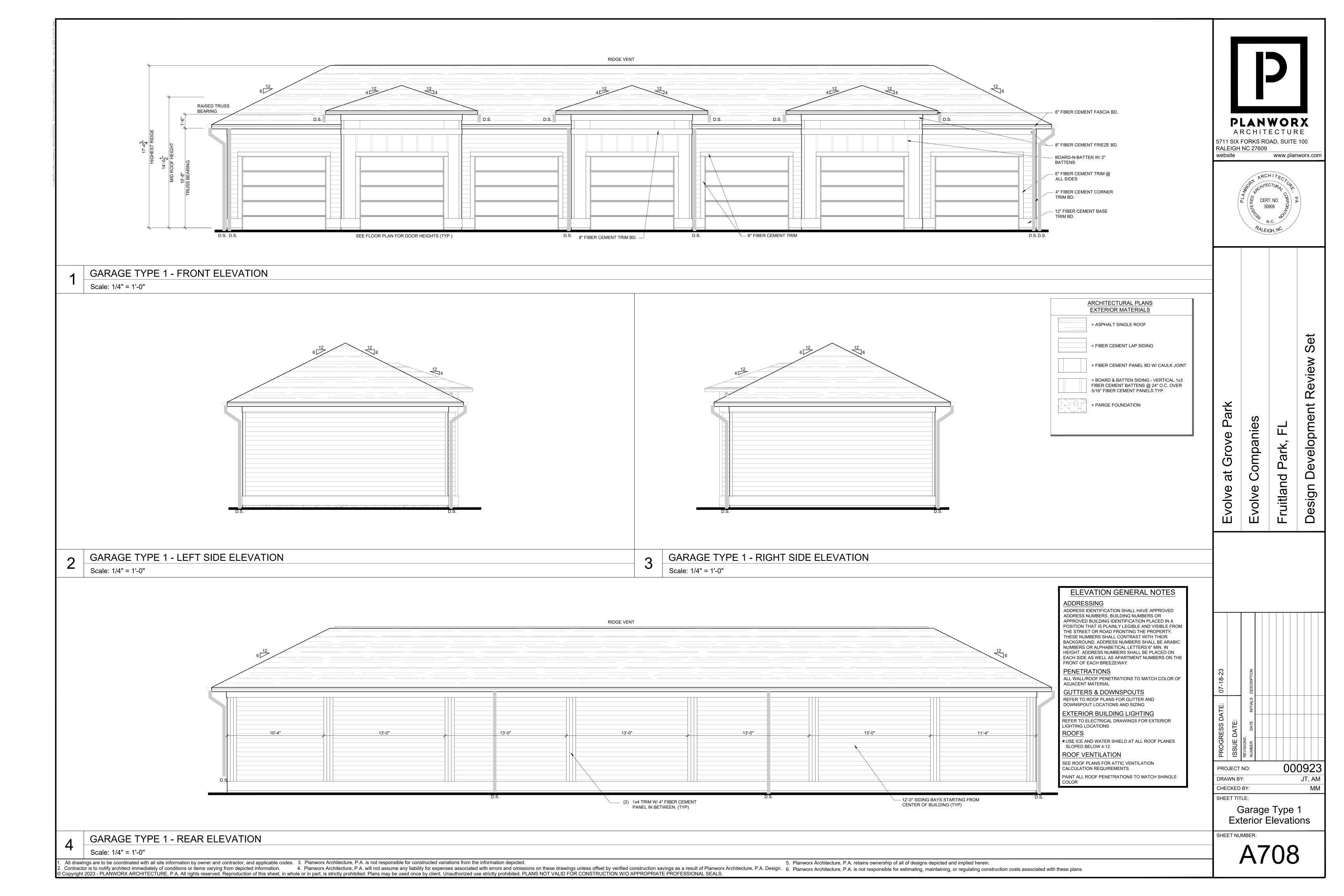
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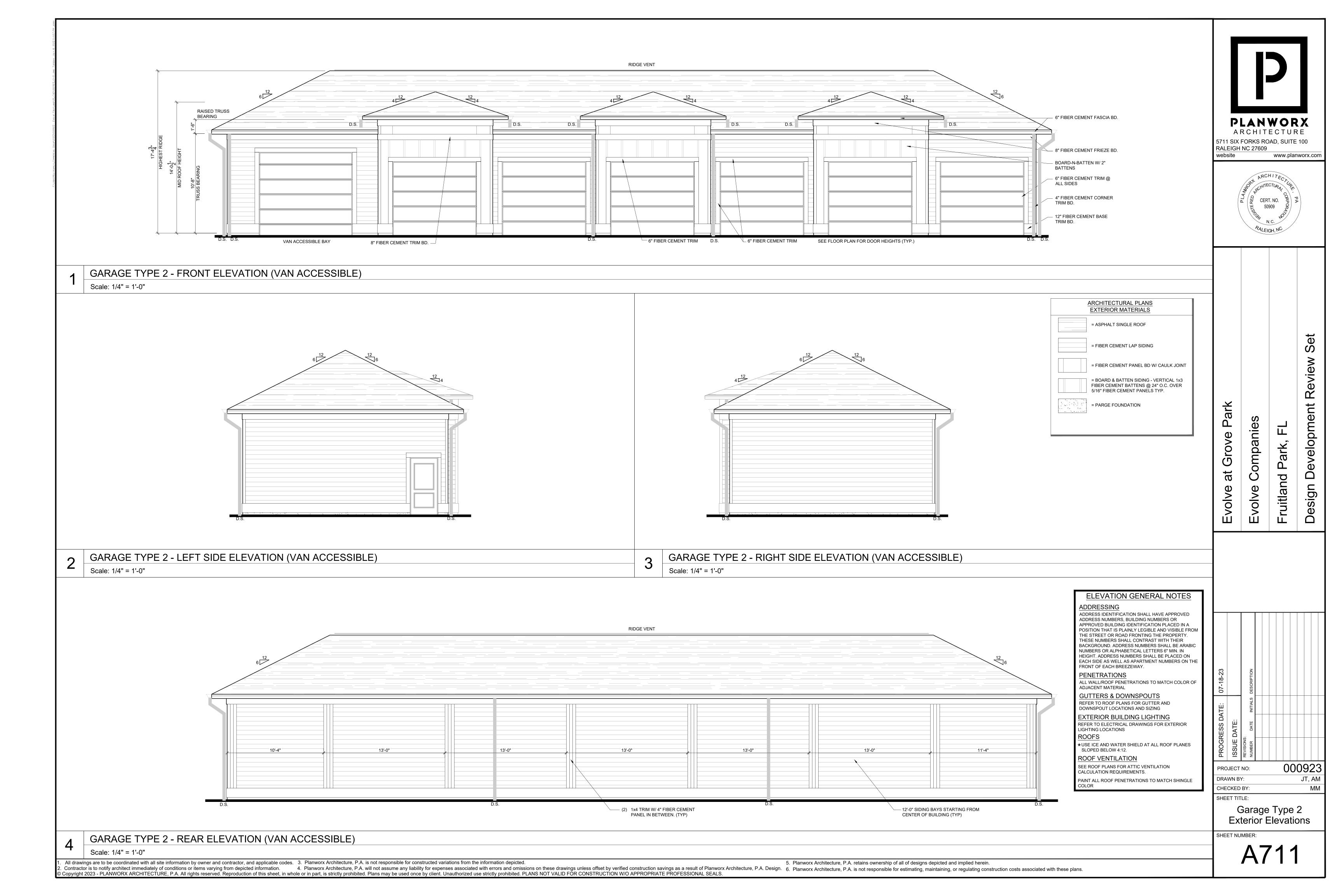
**PLANWORX** ARCHITECTURE 5711 SIX FORKS ROAD, SUITE 100 RALEIGH NC 27609 www.planworx.com 50909 Review Park Development Companies ark, at Fruitland Design Evolve Evolve 000923 PROJECT NO: DRAWN BY: CHECKED BY: Building Type 3 Exterior Elevations SHEET NUMBER: A205

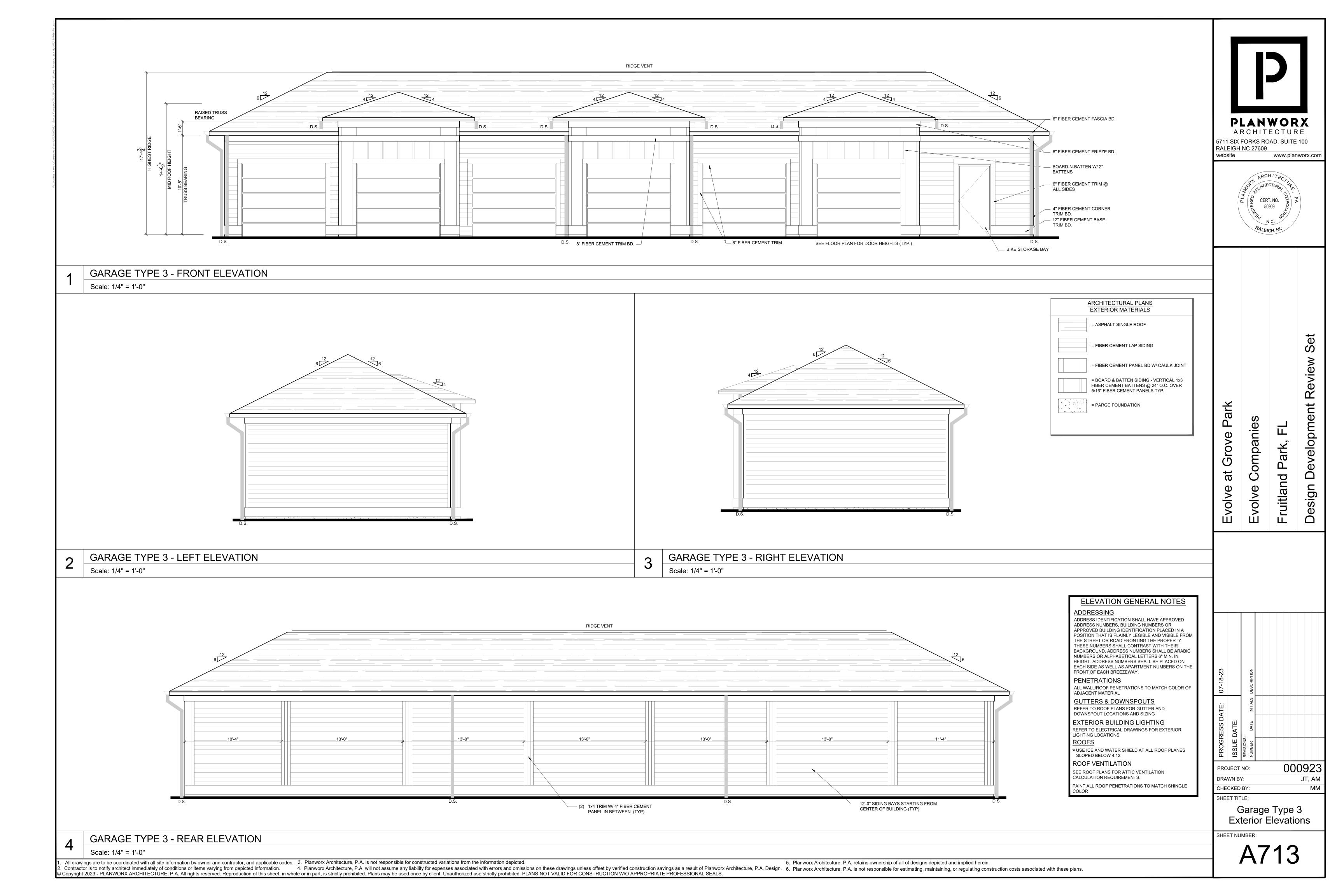


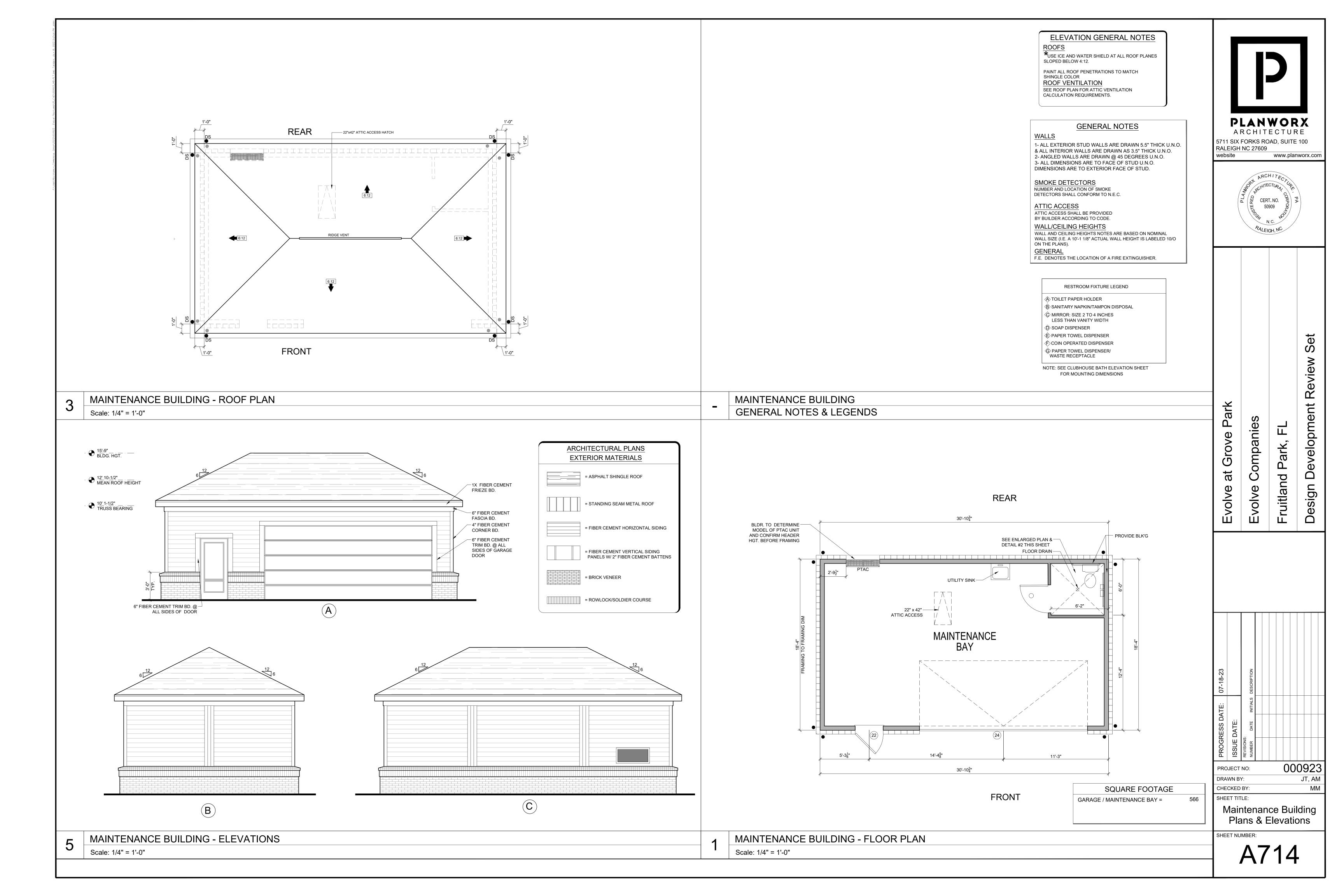


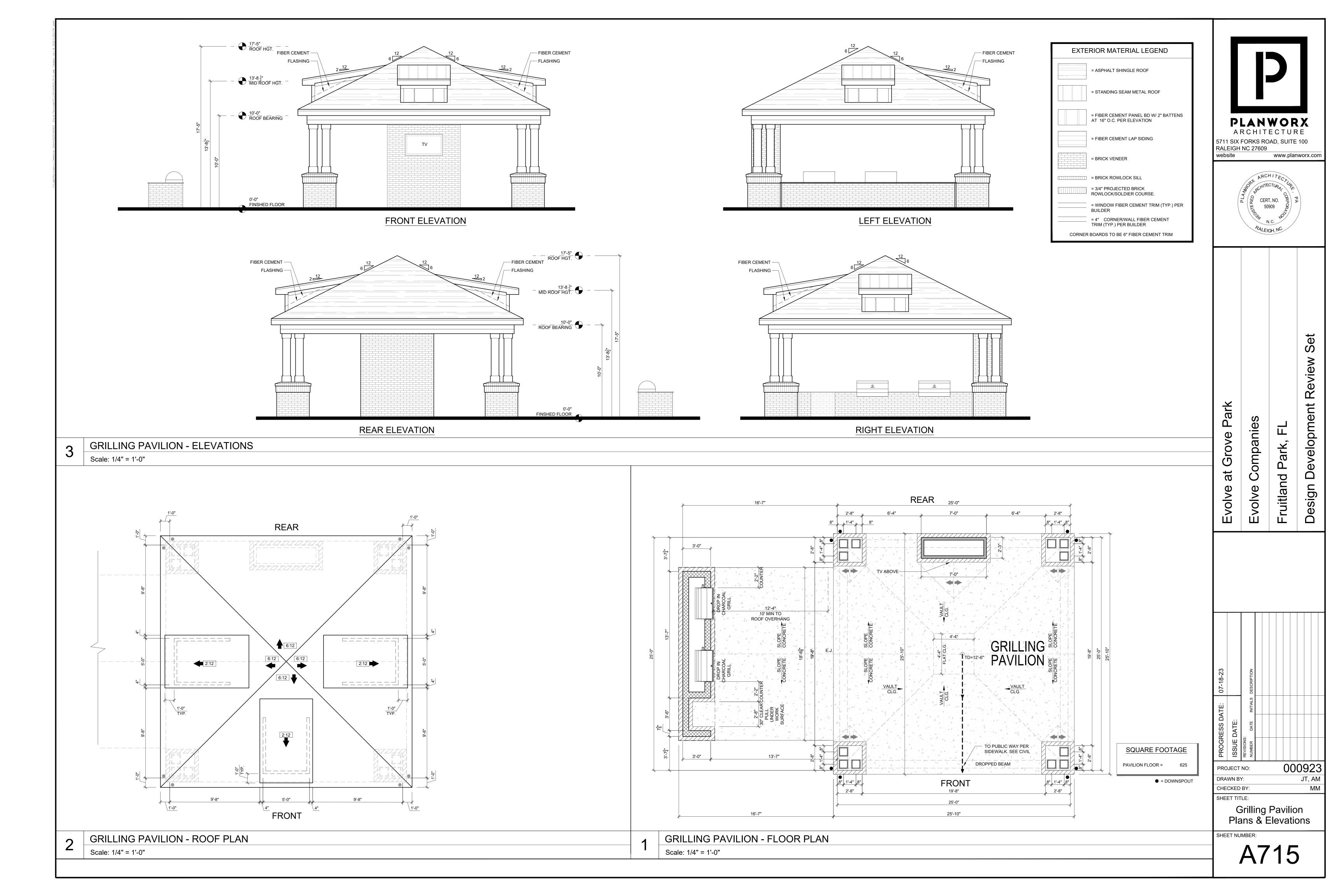


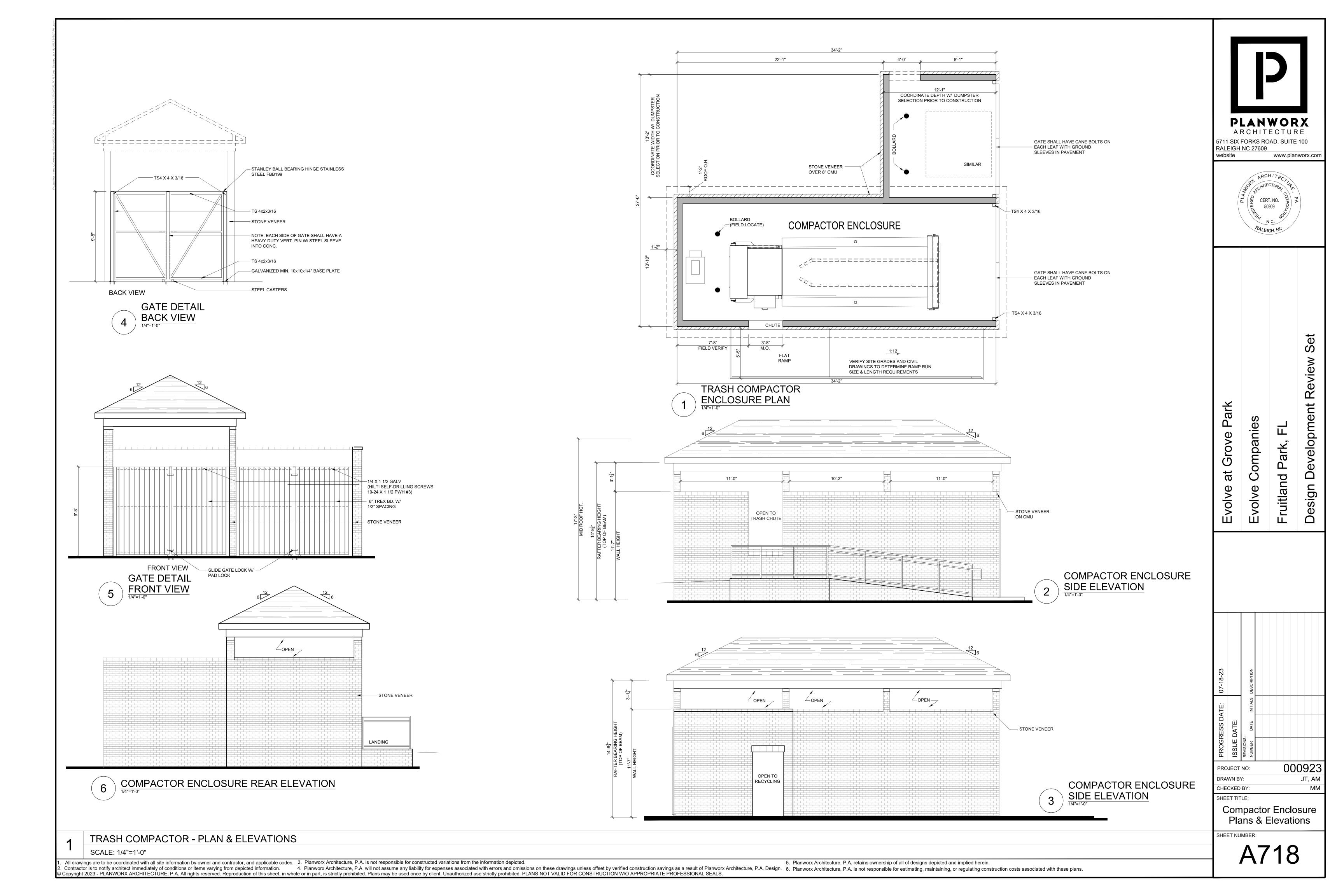












## EVOLVE AT GROVE PARK

FRUITLAND PARK, FL DECEMBER 14, 2023 - CITY COMMISSION



# PROPERTY





## AREA OVERVIEW





## PROPERTY HISTORY

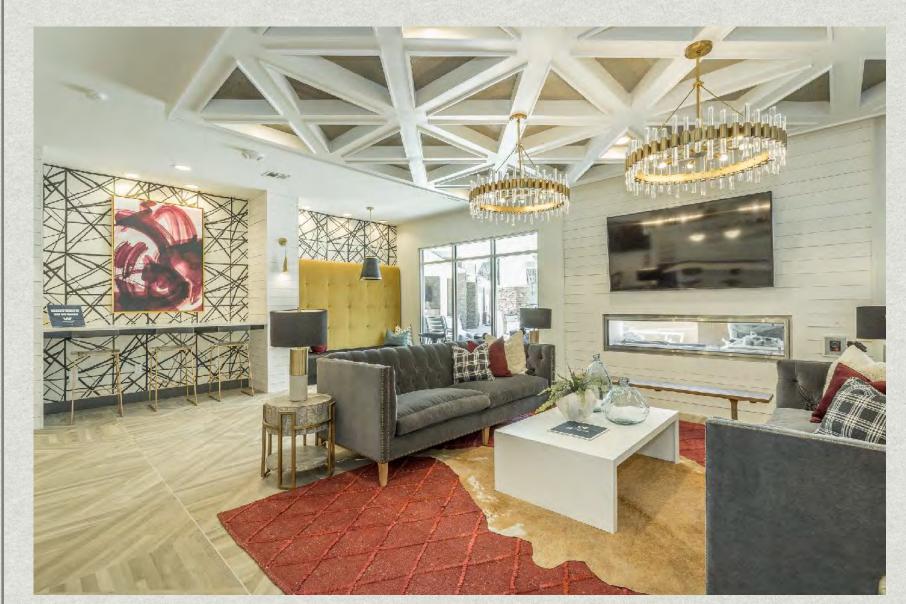
- \* 12/8/22: PUD Rezoning, Annexation, & MDA approved by Commission under "The Hawthorns" project name
- \* 4/24/23: Property acquired by Evolve Fruitland, LLC
- \* 11/7/23: TRC approved Major Site Plan under "Evolve at Grove Park" project name
- \* 11/16/23: Planning & Zoning unanimously recommend approval
- \* 12/5/23: Minor Lot Split application approved by TRC to accommodate Major Site Plan
- \* 12/14/23: City Commission Meeting for Final Major Site Plan Approval

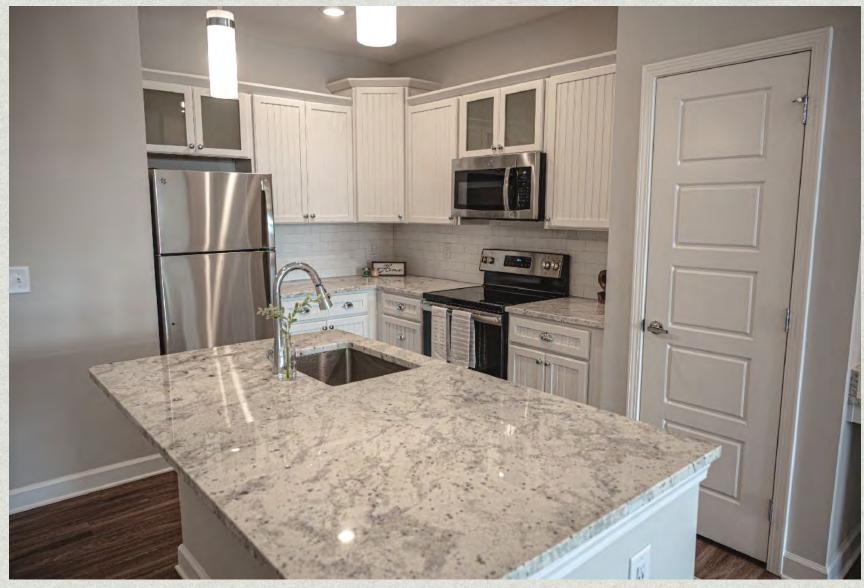






## INTERIOR CONCEPT PHOTOS













## AMENITY CONCEPT PHOTOS













# EVOLVE AT GROVE PARK



#### CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 8a

ITEM TITLE:	CITY MANAGER'S REPORT		
MEETING DATE:	Thursday, December 14, 2023		
DATE SUBMITTED:	Thursday, December 7, 2023		
SUBMITTED BY:	City Manager		
BRIEF NARRATIVE:	City Manager's Report		
i. Economic Development	Economic Development Status Update		
ii. Commercial Developme	Commercial Developments Permits Issued Status Update		
iii. City Manager Recruiting	City Manager Recruiting Firms' Proposals Status Update		
iv. Stormwater Retention S	Stormwater Retention Status Update Report		
v. Lake County America Re	scue Plan Act Funds Status Update Report		
FUNDS BUDGETED:	None		
ATTACHMENTS:			
RECOMMENDATION:			
ACTION:	None		

## CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 8b

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: Thursday, December 14, 2023
DATE SUBMITTED: Thursday, December 7, 2023

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: City Attorney Report

**U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley):**A Final Judgment of Foreclosure was entered March 24, 2023 in the amount of \$52,811.09. The sale was held May 23, 2023 at 11 am. A Certificate of Title was issued to JLH Properties, LLC on June 5, 2023. The winning bid was \$80,100. Since the property sold for more than the judgment amount, the surplus proceeds will be held pending further Order of the Court. As of July 10, 2023 (863 Days) the City's fines and costs total \$43,209.16. Excess funds of \$27,469.32 is being held in the Court's Registry. A hearing was held on September 8, 2023. The Court awarded the City the excess proceeds, however, the amount was \$11,000 less than expected. On September 25, 2023, the City filed a Motion for Reconsideration and Motion for Rehearing on Plaintiff's Motion to Disburse Surplus Funds because the attorney representing the City was not notified of the hearing and therefore did not attend. Also on September 25, 2023 the Plaintiff filed a Motion for Relief from Judgment and also filed a Response to the City's Motion for Rehearing/Motion for Reconsideration. The dispute remains over the \$11,000 difference in excess proceeds. A hearing is scheduled for December 15, 2023.

#### 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. An answer and affirmative defenses were filed on behalf of the City. On October 27, 2022 Plaintiff filed a reply to the City's affirmative defenses. A Civil Case Management Order Requiring Disclosures was entered by Judge Takac. The Order requires a non-jury trial to occur no later than 18 months from filing the original Complaint, if not sooner resolved. The trial must be held by March 2, 2024. On February 2, 2023 the City served Interrogatories and a Request to Produce on Plaintiffs. Plaintiffs filed responses March 6, 2023. On July 28, 2023, the Plaintiff served the City with a Request for Production of documents as well as Interrogatories. The City is in the process of responding. The City was scheduled to take the videotaped depositions of Plaintiffs on November 15, 2023; however, the City cancelled the depositions. Attorney Roper, representing the City, filed a Motion for Status Conference so the Court and parties can address the scheduling of this matter moving forward because neither party has noticed the case for trial and the Case Management Order entered October 10, 2022 requires trial within 18 months of the Complaint being filed, which is March 2024.

<u>Code of Ordinances Codification</u>: On October 29, 2023 I responded to comments relating to the proposed Table of Contents. CivicPlus anticipates producing the draft code proofs in January or February of 2024.

O295 Builder, LLC v. City of Fruitland Park, et al, Lake County Case No. 2023-CA-2919: The City was served with the lawsuit October 20, 2023. Insurance has assigned Don Roper, Esq. to defend the City. This is a one count complaint seeking to quiet title to property the Plaintiff purchased at a tax deed sale. The property is located at 1308 Depot Lane, Leesburg, FL. The City of Fruitland Park has a code enforcement Order of Enforcement against property owned by Penelope Dixon at 204 College Ave., Fruitland Park. Ms. Dixon was the owner of the property that is the subject of the quiet title action, but lost the property for non-payment of real estate taxes. The Plaintiff acquired the property at a tax deed sale. The City's Order of Enforcement by the provisions in Ch. 162, Florida Statutes, attached to all property owned by Ms. Dixon at the time the Order of Enforcement was recorded. The Plaintiff seeks to clear title to the property thereby removing the City's Order of Enforcement. On November 6, 2023, attorney Roper filed the City's Answer to Plaintiff's Compliant. On November 20, 2023 a Case Management Order was entered. A non-jury trial must be held no later than October 16, 2024 (12 months from filing of the original complaint).

FUNDS BUDGETED:	None
ATTACHMENTS:	
RECOMMENDATION:	
ACTION:	None

#### CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 10

**Public Comments** 

**ITEM TITLE:** 

MEETING DATE:	Thursday, December 14, 2023	
DATE SUBMITTED:	Tuesday, December 5, 2023	
SUBMITTED BY:	City Clerk	
<b>BRIEF NARRATIVE: Item Description:</b> 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 BUDGETED:	None	
ATTACHMENTS:		
RECOMMENDATION:	None	
ACTION:	None	