

City of Fruitland Park, Florida Community Development Department

City of Fruitland Park 506 W. Berckman St., Fruitland Park, Florida 34731 Tel: (352) 360-6727 Fax: (352) 360-6652 www.fruitlandpark.org

	Sta Use Onl	ly
Case No.:		
Fee Paid:		
Receipt No.:		

	Develor	oment Application		
Contact Information:	·			
Owner Name:				
Address:				
Phone:	Email:			
Applicant Name:				
Address:	Address:			
Phone:	Email:			
Engineer Name:				
Address:	F			
Pnone:	Email:			
Property and Project Inf	ormation:			
PROJECT NAME*:				
	or all submissions. Please choose a name re	oresentative of the project for ease of referen	ce.	
Property Address:				
			ownship: Range	
Area of Property:		Nearest Intersection:		
Existing Zoning: Existing Future Land Use Designation:			tion:	
Proposed Zoning: Proposed Future Land Use Designation:			nation:	
The property is presentl	y used for:			
The property is propose	ed to be used for:			
Application Type:				
Annexation	Comp Plan Amendment	Rezoning	Planned Development	
☐ Variance	Special Exception Use	Conditional Use Pern	nit 🔲 Final Plat	
☐ Minor Lot Split	Preliminary Plan	Construction Plan	ROW/Plat Vacate	
Site Plan	☐ Minor Site Plan	Replat of Subdivision	 I	
Please describe your red	quest in detail:			
schedule. These items n	tion is a list of REQUIRED data, do	the application package. Failure to i	tion type as well as the adopted fee nclude the supporting data will deem	
Printed Name:				
Signature:		Date		

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

Development Application Checklist The Following are Required for ALL Development Applications: Legal Description (Word file req'd) Current Deed ☐ Aerial Photo Property Appraiser Information ☐ Electronic Copy of Application ☐ Location Map Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through www.lakecountyfl.gov/maps/. Note: All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Other Required Analyses and Maps: Small Scale Comprehensive Plan Amendment Applications: ☐ Justification for Amendment ☐ Environmental Constraints Map ☐ Requested FLU Map Large Scale Comprehensive Plan Amendment Applications: Maps: ☐ Environmental Constraints ☐ Soils ☐ Requested FLUM Designation ☐ Requested Zoning Map Designation ☐ Traffic Impact Analysis ☐ Consistency with the Comp Plan ☐ Florida Master Site File sign-off or Archaeological Survey Rezoning Applications: Requested Zoning Map ☐ Justification for Rezoning **Planned Development Applications:** Maps/Plans: Conceptual Plan as Described in LDRs Chapter 154, ☐ Environmental Constraints Section 154.030,10,G ☐ Traffic Impact Analysis Preliminary Concurrency Analysis Variance Applications: ☐ Justification for Variance Special Exception Use Applications: ☐ Justification for Special Exception Use Site Sketch List of Special Requirements as Described in LDRs, Chapter 155 Conditional Use Permit Applications: Proposed List of Conditions and Safeguards Site Plan as Described in LDRs, Chapter 155 Written Statement as Described in LDRs, Chapter 155 **Subdivision Applications:** As Described in LDRs, Chapter 157 (Preliminary Plan, Improvement Plan and Final Plat) Minor Subdivision Applications: As Described in LDRs, Chapter 157 Site Plan Applications:

As Described in LDRs, Chapter 160



Community Development Department Development Application Fee Checklist

A

Annexation Application fee, per application (fee may be waived if annexation is requested by City) Advertising and mailing (actual cost) Consultant charges (actual cost)	\$200.00
Comprehensive Plan Amendment Procedure Application fee, per application Advertising and mailing (actual cost) Consultant Charges (actual cost)	\$300.00
Plat Vacation & Right of Way Vacation Procedure Application fee, per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$100.00
PUD (Planned Unit Development) or PFD (Public Facilities District) Procedure Application fee, per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$300.00
Rezoning Procedure Application fee, per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$115.00
Site Plan Procedure Major site plan application fee, per application (plus \$4.00 per each 100 sq ft of covered floor area in excess of 5,000 sq ft) Minor site plan application fee, per application Consultant charges (actual cost) Land clearing/tree removal	\$250.00 \$100.00 \$25.00
Special Exception and Conditional Uses Application fee, per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$200.00
Subdivision Procedure Preliminary Plat approval, per application (plus \$5.00 per lot per application) Final Plat approval, plus \$1.00 per lot per plat Minor Lot Split pre-application Minor Lot Split final application Subdivision on-site inspection fee, plus \$1.00 per lot per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$150.00 \$100.00 \$100.00 \$100.00 \$100.00
Variance Procedure Application fee, per application Advertising and mailing (actual cost) Consultant charges (actual cost)	\$100.00
Unity of Title Procedure Application fee, per application Consultant charges (actual cost)	\$100.00

Depending upon the nature of the development order requested, more than one fee may apply and be charged (e.g., an annexation fee plus a comprehensive plan amendment fee). In addition, fees other than those listed may be charged to cover the cost of engineering and planning review necessitated by the application (e.g., DRI review fees, site inspection fees). Those additional fees shall be established between the City and the Engineer and Planner from time to time and charged to the applicant, based on the fee schedule established. The actual cost of the consultant charges listed above shall be established from time to time by agreement between the City and the City's consultants. A list of the fees established shall be maintained by the City's Building Department. Development fees not listed in this checklist will be assessed at actual cost. All documents that require recording will be assessed according to Lake County Clerk of Courts fee schedule.

*Advertising and Mailing:

Advertising and mailing requirements vary based on application as specified by City Land Development Regulations and state law. City procedures for public hearing are in addition to, or where in conflict, superseded by those required by state law. Certified mail actual costs vary depending on weight size and number of mailings.

*Consultant Fees:

Contracted City Land Planning Services	
Annexation	\$275.00
Appeal of Planning Official Determination	Time/Materials
Conditional Use Permit/Special Exception Use	\$350.00
Large Scale Comprehensive Plan Amendment	\$1,500.00*
Minor Site Plan Review	\$400.00
Minor Lot Split	\$400.00
Major Site Plan Review	\$750.00
Minor Subdivision Review	\$400.00
Mobile Home Park Master Plan Review (amendment \$375)	\$750.00
Planned Unit Development (amendment \$400.00)	\$850.00
Plat - Preliminary	\$750.00
Plat - Final	\$800.00
Rezoning	\$370.00
Small Scale Comprehensive Plan Amendment	\$900.00
Unity of Title	\$275.00
Vacation – Street/Lot	\$375.00
Vacation – Plat	\$750.00
Variance	\$350.00
Development or Regional Impact	\$5,000.00**
DRI Development Order Amendment	\$2,000.00

Cost per meeting is \$650 for TRC, P&Z, and City Commission meetings. City staff will determine or estimate the number of meetings needed per application.

Contracted City Engineering Services

Conditional Use \$600.00_	
Final Inspection (less than one acre \$600.00, one acre or more \$1200.00)	
Minor Site Plan Review \$900.00 _	
Major Site Plan Review \$1,600.00 _	
Minor Lot Split \$700.00 _	
Minor Subdivision Engineering Plan (less than 10 lots) \$700.00_	
Minor/Major Subdivision Engineering Plan (between 10 and 25 lots) (+ \$12.00/lot over 25 lots) \$1,000.00 _	
Planned Unit Development (less than 10 acres) \$875.00 _	
Planned Unit Development (between 10 and 20 acres) (more than 20 acres plus hourly) \$1,200.00 _	
Planned Unit Development – PUD Amendment \$600.00 _	
Plat – Preliminary (less than 10 lots \$350.00, 10-25 lots \$600.00, more than 25 lots \$1000.00)	
Plat – Final Record (plus \$25.00 per page over 2 pages) \$1,300.00 _	
Rezoning \$600.00_	
Unity of Title \$350.00 _	
Vacation – Easement, ROW, Alley \$1,000.00 _	
Vacation – Plat (plus \$25.00 per page over 2 pages) \$1,300.00 _	
Variance \$600.00_	

Pre Application meetings, TRC meetings, City Council meetings or Planning and Zoning Council meetings will be billed hourly. All fees are for initial review and one follow up review. Subsequent reviews, if necessary, will be billed hourly. Submittals deemed incomplete or insufficient will not be reviewed and will be returned to the City.

^{*} Does not include responses to comments or additional information from agencies or DEO

^{**} Does not include sufficiency response reviews

APPLICANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

	Before me the undersigned authority, personally appeared			
	, who being by me first duly sworn on oath deposes and says: That he/she affirms and certifies that he/she understandings and will comply with all ordinances, regulation and provisions of the City of Fruitland Park, Florida, and that all statements and diagrams submitted hereware true and accurate to the best of his/her knowledge and belief, and further that this application attachments shall become part of the Official Records of the City of Fruitland Park, Florida, and are returnable.			
)				
()	That the submittal requirements for the application have been completed and attached hereto as part of tapplication.			
That he/she desires to allow				
	Affiant (Applicant's Signature)			
	State of Florida County of			
	The Foregoing instrument was acknowledged be	efore me this day of, 20		
	by who is personally known to me or has produced as identification and who did or did not take an oath			
		(Notary Seal)		
	Notary Public - State of Florida			
	Commission No	Signature		
	My Commission Expires	Printed Name		

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared				
	, who b	being by me first duly sworn on oath deposes and says:		
.)	That he/she is the fee-simple owner of the property	ty legally described on attached page of this application.		
2)	That he/she desires	to allow		
3)	That he/she has appointed	to act as agent on his/her		
	behalf to accomplish the above. The owner is required to complete the Applicant's Affidavit of thi			
	application if no agent is appointed to act on his/h	ner behalf.		
		Affiant (Owner's Signature)		
	State of Florida			
	County of			
	The Foregoing instrument was acknowledged bef	Fore me this, 20,		
	by who is personally known to me or has produced			
	as identification and who did or did not take an oath (Notary Seal)			
	Notary Public - State of Florida			
	Commission No My Commission Expires	Signature		
		Printed Name		

ORDINANCE 2008-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA AMENDING THE CITY OF FRUITLAND PARK CODE OF ORDINANCES TO CREATE SECTION 102-1 RELATING TO THE PAYMENT OF PROFESSIONAL AND CONSULTANT SERVICES FEES AND COSTS ASSOCIATED WITH DEVELOPMENT APPLICATIONS; PROVIDING FOR CONFLICT WITH EXISTING ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park finds and determines that in order to best plan for future land development, strategic meetings and pre-development conferences with developers are sometimes necessary; and

WHEREAS, the City of Fruitland Park finds and determines that in order to provide comprehensive and effective guidance to the City, professional and consultant services are necessary, particularly with regard to applications for development; and

WHEREAS, the City of Fruitland Park finds and determines that such professional and consultant service fees can cause a significant financial impact to the City of Fruitland Park and are often not currently covered under the City's fee schedule; and

WHEREAS, the City of Fruitland Park finds and determines that in order to defray such costs to the City of Fruitland Park, it is necessary and in the best interests of the City to require Developers to pay such professional and consultant fees associated with such Developer's project and related development applications; and

WHEREAS, the City of Fruitland Park finds and determines that it is also in the best interests of the City to require Developers to pay for the reasonable costs associated with providing notice to adjacent property owners and the public of proposed development applications, such notices being required by both the City of Fruitland Park Code of Ordinances and Florida Statutes; and

WHEREAS, the City of Fruitland Park finds and determines that all such outstanding amounts owed to the City by a developer and/or property owner must be paid in full prior to the City's moving forward on any development applications submitted by such developer and/or property owner.

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

Section 1. The City of Fruitland Park Code of Ordinances is hereby amended to create Chapter 102, Section 102-1, to read as follows:

Chapter 102. Fees and Costs Associated with Development Applications.

Section 102-1. Professional and Consultant Fees; Costs Associated with Providing Notice of Development Applications.

All property owners and/or developers submitting development applications of any kind to the City of Fruitland Park shall be responsible for paying the costs incurred by City for professional and consultant fees associated with such applications and for all costs reasonably associated with providing adjacent property owner notifications of such Developer's proposed project.

City shall invoice developer and/or property owner for such amounts, and shall, upon written request of developer and/or property owner, provide documentation to support such amounts. Developer and/or property owner shall pay the invoiced amount to City within thirty (30) days of the date of the invoice. Unless specifically waived by City for good cause, City staff and consultants shall not process further any development applications submitted by developer and/or property owner nor issue any development orders (including, but not limited to, building permits, certificates of occupancy, or land use approvals) until the full amounts owed are paid to City.

Section 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This Ordinance shall become effective immediately upon passing.

Section 4. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

Section 5. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

PASSED AND ORDAINED this _____ 11th ____ day of

ember 2008, by the City

Commission of the City of Fruitland Park, Florida.

ristopher J. Bell, City Mayor

ATTEST:

Diane Gibson Smith, CMC, MBA, CITY CLERK

11<u>/1</u>3/08

Passe S tion Reading 12/11/08

Appr v das for form and legality

Scott A. Gerken, City Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF FRUITLAND PARK, FLORIDA FOR LAKE COUNTY ADDRESSING

THIS INTERLOCAL AGREEMENT ("Agreement") by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF FRUITLAND PARK, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as "CITY", for processing Lake County addressing within the limits of the City.

WHEREAS, Section 163.01, Florida Statutes provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the CITY requests the COUNTY administer and process Lake County addressing within the limits of the City of Fruitland Park; and

WHEREAS, having the COUNTY administer and process Lake County addressing within the limits of the CITY would encourage intergovernmental coordination and would reduce risk of inconsistencies in addressing patterns; and

WHEREAS, entry of this Agreement is in the best interests of both parties.

NOW THEREFORE, IN CONSIDERATION of the mutual understandings, conditions and covenants provided for herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. County's Obligations.

A. Pursuant to the terms of this Agreement, the COUNTY agrees to process Lake County addressing within the limits of the City of Fruitland Park, Florida.

- B. The COUNTY will furnish computing equipment, software, and personnel required to maintain addressing and GIS databases. The COUNTY will operate and maintain the addressing system and standards in accordance with ordinances as enacted by the COUNTY.
- C. The COUNTY properties annexed into the CITY may be subject to an address change if it its determined by service providers that existing addresses of the surrounding area would create a confusing addressing system.

3. City's Obligations.

- A. Upon the effective date of this Agreement, CITY agrees all new addresses issued to residents of the City of Fruitland Park, Florida shall be processed by the COUNTY and shall meet the COUNTY's addressing standards. The COUNTY's addressing standards are codified in Lake County Code, Chapter 18, Article V entitled "Uniform Street Addressing System". The COUNTY agrees to notify the CITY after adoption by the Board of County Commissioners of an ordinance modify the addressing standards set forth in Lake County Code, Chapter 18, Article V.
- B. The CITY shall appoint a person to serve as a liaison for purposes of receiving and disseminating information with the CITY's limits and for reporting needs, complaints or other information to the COUNTY, particularly to notify the Lake County Office of Public Safety of new structures, subdivisions, or other property within the CITY's limits which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation), and cooperate in identifying the same for geocoding by the COUNTY. The reporting and accuracy of this information is the sole responsibility of the CITY and the CITY will assume

full liability as it relates to city address reporting and verification. The CITY's liaison will consult and cooperate with the COUNTY in the assignment of street names, ranges and addresses in order to avoid unnecessary changes and to make addressing consistent, unique and unambiguous.

- C. The CITY agrees to provide the COUNTY a digital copy of the CITY's addressing grid, or if unavailable, any documents or knowledge that would assist in recreating this grid digitally to be used to address for the CITY and to do so with the CITY's current addressing grid.
- D. Upon written invoice from the COUNTY, the CITY agrees to pay the COUNTY a fee for each addressing service requested. The parties agree the fee(s) will be in accordance with schedule attached hereto as Attachment "A" and incorporated herein. In the event the Lake County Board of County Commissioners adopts a resolution establishing, or otherwise approves, a municipality addressing fee(s), the COUNTY will provide notice the CITY and the CITY agrees to pay the municipality addressing fee(s) established by such resolution or Board approval. The parties agree and acknowledge that the fees are subject to change during the term of this Agreement. Payment shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. When an addressing problem or discrepancy regarding addressing or road naming appears, the CITY will be responsible for the enforcement and requirement of residential and commercial buildings within the City's limits to comply with Lake County addressing standards and requirements (i.e. use of approved road name, duplication, postings, signs, changes). Nothing in this Agreement, provides the COUNTY or its employees with authority to enforce the provisions of Lake County

Code, Chapter 18, Article V within the City's limits. The CITY agrees to notify its

residents of changes address numbers on signs and buildings within CITY's

boundaries when the COUNTY determines changes to current addressing are

warranted to remedy inconsistencies or to otherwise confirm with the addressing

system.

4. Term and Termination. This Agreement shall become effective on the effective

date and shall remain in full force and effect unless terminated or amended by a written document

executed by both parties. Either party shall have the right to terminate this Interlocal Agreement

with or without cause upon thirty (30) days written notice to the other party.

5. Modifications. Unless otherwise specified herein, no modification, amendment,

or alteration of the terms or conditions contained herein shall be effective unless contained in a

written document executed by the parties hereto, with the same formality and of equal dignity

herewith.

6. Entire Agreement. This document embodies the entire agreement between the

parties. It may not be modified or terminated except as provided herein.

7. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this

Agreement, or which may be given or made or sent, by either party to the other, shall be deemed

to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager

P.O. Box 7800

Tavares, Florida 32778

CITY

CitytManager

506 West Berckman Street

Fruitland Park, Florida 34731

Copy to:

Lake County Office of Public Safety

P.O. Box 7800

Tavares, Florida 32778

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- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
- 8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
- 9. Effective Date. This Agreement shall become effective upon the date the last party hereto executes it ("effective date").
- **10. Recording.** The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the CITY, at CITY's expense.

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

{Remainder of page left intentionally blank.}

COUNTY

	BOARD OF COUNTY COMMISSIONERS
ATTEST:	BOTTLE OF COUNTY COMMISSIONERS
Gary J. Cooney, Clerk Board of County Commissioners Of Lake County, Florida	Timothy P. Sullivan, Chairman This day of d
Approved as to Form and Legality:	V
Melanie Marsh, County Attorney	
	CITY
ATTEST: Esther B. Coulson, City Clerk	Clry OF FRUITLAND PARK, FLORIDA Chris Cheshire, Mayor This 24th day of May , 2018.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

ATTACHMENT A

PUBLIC SAFETY SUPPORT	FE	FEE	
Public Safety Plan Review Fees			
Conditional Use Permit (CUP) Review	\$	51.00	
Rezoning Review	\$	51.00	
Lot Split Review	\$	51.00	
Developer's Agreement Review	\$	51.00	
General Development Review - Presubmittal	\$	103.00	
Subdivision Applications - Preliminary Plat Review	\$	154.00	
Minor Site Plan Review	\$	154.00	
Major Site Plan Review	\$	154.00	
Field Visit Review/Research	\$	103.00	
Uniform Street Addressing Fees			
Address Assignment (per address)	\$	20.00	
Road Name Reservations (per road)	\$	97.00	
Road Naming/Renaming (per petition)	\$	150.00	