FRUITLAND PARK CITY COMMISSION
REGUAR MEETING AGENDA

November 10, 2016

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

7:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Reverend Jim Keegan, New Life Presbyterian
Pledge of Allegiance - Police Chief Michael A. Fewless

2. ROLL CALL

3. SWEARING INTO OFFICE – ADMINISTRATION OF OATH (city clerk)

Installation of the following elected officials:

- Chris Bell - District 5
- John Gunter Jr. - District 4, and
- Chris Cheshire - District 3

4. ELECTION (city clerk)

(a) Election of Mayor

(b) Election of Vice Mayor

5. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

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 .

Approval of Minutes (city clerk)

October 13, and October 27, 2016 regular meeting minutes.

7. REGULAR AGENDA

(a) Resolution 2016-055 – LSMPO CAC Appointment – R Willie (city clerk/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION CITIZENS' ADVISORY COMMITTEE; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2016-056 – LCLC– Member and Alternate Appointments (city clerk/city attorney)

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

(c) Resolution 2016-050 – NW Lake Community Park Soccer Field Joint Development ILA (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE

(d) Resolution 2016-057 – GSG Fire Services Advisory Board Support (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE PROPOSAL OF GSG, INC. FOR FIRE SERVICES ADVISORY BOARD SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

(e) Residential Contract – A Gamble (city manager)

Approve a contract between Adam Gamble, property owner, and the City of Fruitland Park, on the purchase of a portion of property located on the northwest corner of 1629 Miller Boulevard.in the amount of $15,000.00 and authorize the mayor to execute same.

PUBLIC HEARING
SECOND BUDGET PUBLIC HEARING

(f) Second Budget Public Hearing - Resolution 2016-053 – Adopted Millage Rate – FY 2016-17 (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL OPERATING MILLAGE RATE OF 3.9863 LEVYING OF AD VALOREM TAXES FOR LAKE COUNTY FOR

FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE. (The first budget public hearing was held on September 8, 2016.)

(g) Second Budget Public Hearing - Resolution 2016-054 – Adopted Budget FY 2016-17 (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE. (The first budget public hearing was held on September 8, 2016.)

(h) Second Reading and Public Hearing - Ordinance 2016-022 Nonresidential Design Standards LDR Amendment (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR AMENDMENT OF THE CITY LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING CHAPTER 154 OF THE LAND DEVELOPMENT REGULATIONS RELATING TO NONRESIDENTIAL DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

QUASI-JUDICIAL PUBLIC HEARING

(i) Second Reading and Quasi-Judicial Public Hearing - Ordinance 2016-024 Annexation - CR 466A-West Timbertop Lane – Applicant James Phillips (city manager/community development/city attorney)

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 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

(j) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2016-023 Comprehensive Plan SSCPA - CR 466A-West Timbertop Lane - Applicant: James Phillips** (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

(k) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2016-025 Rezoning AG-C2 - CR 466A-West Timbertop Lane - Applicant: James Phillips** (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

(l) **Second Reading and Quasi-Judicial Public Hearing Ordinance 2016-026 Annexation - CR 466A-West Timbertop Lane Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron** (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.0 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE

CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FORAN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

(m) Second Reading and Quasi-Judicial Public Hearing Ordinance 2016-027 Comprehensive Plan Amendment SSCPA CR 466A West Timmbertop Lane - Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

(n) Second Reading and Quasi-Judicial Public Hearing Ordinance 2016-028 Rezoning - AG-C2 – Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron (city manager/community development/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 6.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 27, 2016.)

END OF QUASI-JUDICIAL PUBLIC HEARING
END OF PUBLIC HEARING

8. NEW BUSINESS

9. OFFICERS' REPORTS

(a) City Manager
Police Department – Police Chief

(b) City Attorney
Medical Cannabis Activities Temporary Moratorium - Lake County

10. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

(b) Commissioner Cheshire

(c) Commissioner Lewis

(d) Vice Mayor Gunter, Jr.

11. MAYOR'S COMMENTS

12. ADJOURNMENT

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

November 11, 2016 City Offices Closed – Veterans Day, Fruitland Park City Hall at 11:00 a.m.
November 14, 2016 Lake EMS Employee Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 9:00 a.m.
November 14, 2016, Lake EMS Operations Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 10:00 p.m.
November 14, 2016, Parks. Recreation Trails Advisory Board, Lake County Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.
November 18, 2016 *"Bullying and Election of Officers 2017"* Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 p.m.
November 24, 2016 Regular City Commission Meeting Cancelled – Thanksgiving – City Hall Closed
November 25, 2016 – Day After Thanksgiving - City Hall Closed

December 2, 2016 Employee *Holiday Celebration* Moyer Village Recreation Center, 3000 Moyer Loop, The Villages, FL 32162 at 7:00 p.m.
December 6, 2016 Lake EMS Board of Directors, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, FL 32778 at 2:30 p.m.
December 7, 2016 Lake-Sumter MPO Governing Board Meeting, 1616 South 14 Street, Leesburg, FL 34748 at 2:00 p.m.
December 8, 2016 School Concurrency Annual Meeting, Lake County School District Board Room, 201 West Burleigh Boulevard, Tavares, Florida at 10:00 a.m.
December 2, 2016, Year-end Wrap-up and Lake Legislative Days, Tallahassee, Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 p.m.
December 8, 2016, Regular City Commission Meeting at 7:00 p.m.
December 8, 2016, Movie on the Lawn, "Polar Bear Express", Fruitland Park City Hall at 6:00 p.m.
December 8-9, 2016, Florida Legislative Committee Legislative Conference, Embassy Suites, 8100 Lake Street, Orlando Lake Buena Vista, Orlando FL 32836

December 16, 2016, Hometown Christmas, City Hall at 5:30 p.m.
December 17, 2016 Fourth Annual Wreaths Across America at Shiloh Cemetery, Shiloh Street, Fruitland Park, FL 34731 at 12 noon.
December 22, 2016, Regular City Commission Meeting at 7:00 p.m.

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

AGENDA ITEM NUMBER
3

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Swearing-In and Installation of Elected Officials**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk				
Date Submitted:	November 1, 2014				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item:
At the end of qualifying, incumbents: Commissioner Chris Cheshire (District 3), Commissioner John L. Gunter (District 4), and Mayor Chris Bell (District 5) filed and there were no other candidates; therefore, no elections were held in the City of Fruitland Park.

Action to be Taken:

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

506 W. Berckman St.
Fruitland Park FL 34731
Tel. (352) 360-6727
Fax. (352) 360-6686

OATH OF OFFICE

"I, Chris Bell, do solemnly swear (or affirm) that I will support and uphold the Constitution and Laws of the United States and of the State of Florida; that I am qualified under the law to hold the office which I am about to assume, and that I will faithfully and impartially perform and discharge the duties of the office of city commissioner, according to the law, to the best of my ability, so help me God (optional)."

_____

Chris Bell

Signature of Elected/Appointed Official

Subscribed and sworn to before me this 11th day of November, 2016

_____

Signature of Person Administering Oath

506 W. Berckman St.
Fruitland Park FL 34731
Tel. (352) 360-6727
Fax. (352) 360-6686

OATH OF OFFICE

"I, Chris Cheshire, do solemnly swear (or affirm) that I will support and uphold the Constitution and Laws of the United States and of the State of Florida; that I am qualified under the law to hold the office which I am about to assume, and that I will faithfully and impartially perform and discharge the duties of the office of city commissioner, according to the law, to the best of my ability, so help me God (optional)."

_____

Chris Cheshire

Signature of Elected/Appointed Official

Subscribed and sworn to before me this 11th day of November, 2016

_____

Signature of Person Administering Oath

506 W. Berckman St.
Fruitland Park FL 34731
Tel. (352) 360-6727
Fax. (352) 360-6686

OATH OF OFFICE

"I, John L. Gunter, do solemnly swear (or affirm) that I will support and uphold the Constitution and Laws of the United States and of the State of Florida; that I am qualified under the law to hold the office which I am about to assume, and that I will faithfully and impartially perform and discharge the duties of the office of city commissioner, according to the law, to the best of my ability, so help me God (optional)."

_____

John L. Gunter

Signature of Elected/Appointed Official

Subscribed and sworn to before me this 11th day of November, 2016

_____

Signature of Person Administering Oath

AGENDA ITEM NUMBER
4

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Annual Election of Mayor and Vice Mayor**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk				
Date Submitted:	November 1, 2015				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	No				

Description of Item:
According to Article III, Section 3.07, Beginning with the first (1st) regular city commission meeting after the November 2016 regular city election or as soon as possible thereafter, and continuing annually thereafter, the city commission shall elect from among its members a *mayor*. Election of the *mayor* shall be done at the first (1st) regular city commission meeting after each regular city election or as soon thereafter as can be accomplished. At the first commission meeting after each regular city election, the commission shall elect one (1) of its members as *vice mayor*.

Action to be Taken: Approve the nominations.

Staff's Recommendation: Approval

Additional Comments: Also see the city attorney's opinion addressed at the October 3, 2016 regular meeting.

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

AGENDA ITEM NUMBER
5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Public Comments**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk				
Date Submitted:	November 1, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

Action to be Taken: None.

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor

RESOLUTION 2013 -023

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

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

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

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

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

Sec. 1. Citizen's Rights

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

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

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

3. A meeting that is exempt from §286.011; or

4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

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

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

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

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

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

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

Christopher J. Bell, Mayor

ATTEST:

MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:

SCOTT A. GERKEN, City Attorney

AGENDA ITEM NUMBER
6

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**City Commission Draft Minutes**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk				
Date Submitted:	November 1, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Consideration and approval of the October 13 and 27, 2016 regular meeting minutes.					
Action to be Taken: Approve as submitted.					
Staff's Recommendation: Approval, if there are no amendments or corrections by the city commission.					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
October 13, 2016

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, October 13, 2016 at 7:00 p.m.

Members Present: Mayor Christopher Bell, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Cheshire, Ray Lewis and Rick Ranize.

Also Present: Acting City Manager Marie Azzolino, City Attorney Anita Geraci-Carver, City Treasurer Jeannine Michaud-Racine; Ms. Susan Parker, Assistant City Treasurer, Ruthie Barker, Utility Clerk, Finance Department; Police Chief Michael A. Fewless, Deputy Police Chief Dennis Cutter, Police Department, Fire Chief Michael Laming; Assistant Fire Chief Don Gilpin; and Chris Lewis, Fire Department; Community Development Director Charlie Rector, Public Works Director Dale Bogle, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

The Reverend Aaron Hornsby, Eagle's Nest Baptist Church, gave the invocation.

Chief Fewless led in the Pledge of Allegiance to the Flag.

2. ROLL CALL

At the request of Mayor Bell, Ms. Coulson called the roll and a quorum was declared present.

3. PROCLAMATION - *City Government Week* October 16-22, 2016

On behalf of the city commission, Mayor Bell recognized the presence of the following people:

- The 2016-2017 National Elementary Honor Society (NEHS) Honor Students from Fruitland Park Elementary School, who have achieved academic points of 3.5 or higher received the pins "My City" I'm Part of It, I'm Proud of It!";

- Mrs. Connie Bame, NEHS Faculty Advisor and a member of the city's Planning and Zoning Board since 2004, accepted the proclamation with gratitude; acknowledged the school's first year as NEHS, and recognized the officers and students currently involved in working on projects within community;

- In concurring with Ms. Bame, Mrs. Tammy Langley, principal, expressed appreciation on the leadership, the volunteerism, and the students' academic achievements, and

- School Board Chairperson District 1 Bill Mathias, who will be giving a presentation later in the meeting.

On behalf of the city commission, Mayor Bell read into the record a proclamation supporting the Florida League of Cities' initiative to promote and participate in "My City" I'm Part of It, I'm Proud of It!" and sponsoring October 16 through 22, 2016 as *Florida City Government Week* and announced the forthcoming events scheduled during city government week.

4. PRESENTATIONS

(a) District 1 Bill Mathias, Chairperson, Lake County School Board Member

Mr. Mathias gave a historical overview leading to the concerns on the renovation of the Fruitland Park Elementary School currently on the priority list; reviewed Lake County School Board's 2019-2033 Proposed 15-Year Sales Tax Capital Plan, and pointed out the fungi report by EMSL Analytical Inc. conducted on Fruitland Park Elementary School building during the end of September 2016; which was recently considered before the Lake County School Board. Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.

Mr. Mathias recognized the air samples taken outside the school which revealed more mold outside than the study in question; explained that deep cleansing is planned for the school, and indicated that another study will take place in the future.

Mr. Mathias voiced concerns on two schools in the city which has its own wastewater (sceptic processing) plant which is dated and causes backups; he mentioned his review of the CR 466A roadway improvements and remodeling, and recalled the costs of $206,500 he demonstrated earlier in the plan to remove or convert the old wastewater plant and connect it with the new line on said roadway -- which excludes the school's immediate needs which he presented earlier -- and personally committed that the $36,000 city impact fee will in future go back to the school for FY 2017-18.

Mr. Mathias requested the city commission's consideration (as a partner) on the waiver of the plan and he agreed, at the city commission request, to present to the school board its consideration to implement same for the next school year.

After discussion, Ms. Geraci-Carver confirmed that the funds will be coming from the city's utility fund or CRA accounts to transfer to the fund to which she believes the city needs to pay which is in the CRA plan and infrastructure.

Following extensive deliberations and **by unanimous consent, the city commission agreed to waive the wastewater impact fee of $206,500 in exchange for the approximately 19 acres of undeveloped property owned by the School Board of Lake County located on Olive Avenue (near Urick Street) and authorize the city manager, upon his return, and staff to work with the school board on the concept, and accepted Lake County School Board Chair's concurrence to convey same with the school board.**

DRAFT

Mr. Rector relayed his recent conversations with Mr. Mathias on the initial proposal of $36,000 impact fee presented at a previous meeting among Mr. Bogle, a representative from Booth Ern Straughan & Hiott Inc., (BESH) engineer retained by the city), the school board staff, and himself; pointed out the calculation of same with the generation of 646 enrolled students (currently displayed on the school's website) with the result of $49,742 in impact fees and not $36,000, and noted the estimated cost of $46,000 from BESH for the wastewater treatment connection lines from Fruitland Park Elementary School to the city which he believed ought to be included.

Mr. Rector addressed the other option calculated to be water consumption based on a 12-month average which is considerably more than for the .025 factored time for each student (permissible under Fire Rescue and Law Enforcement Impact Fee Ordinances 2006-004 and 2006-005) to which the city opted to the lesser amount and indicated that he will convey same with Mr. La Venia.

By unanimous consent, the city commission authorized the city manager to work with the School Board of Lake County to implement the subject issue.

(b) CR 466A Roadway Improvement Project

Mr. Jim Stivender, Public Works Department Director, reviewed the CR 466A Remaining Project Timeline and the CR 466A Proposed Interests Map in phases and gave a historical overview and update of the subject project. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

In noting District 33 State Representative H. Marlene O'Toole's familiarization of the subject project and her defeat at the August 31, 2016 primary election, Mr. Stivender noted the challenges staff will face to educate the new senator and representative for new funding when the state legislature meet in December 2016 and in Tallahassee on Wednesday, February 15 and Thursday, February 16, 2017.

In response to several questions posed, Mr. Stivender explained the lack of money over the years to fund the subject project and the difficulty to predict the $7 million shortfall for the whole project as being realistic in the future.

Mr. Stivender acknowledged the funds available to improve the roadway project Sunny Court to west of Poinsettia Avenue (as a full intersection); recognized the scheduling problem to deal with the right-of-way which requires due process,

Commissioner Ranize referred to his conversations with Lake County Chairperson District 2 Commissioner Sean Parks earlier this day with the anticipation that the roadway completion would be met before October 2017; noted the losses to the city and county, and the poor planning on the subject roadway and CR 466 to the Town of Lady Lake to which Mr. Stivender, in concurring, recognized the

challenges which will be addressed at future workshops scheduled with the newly elected county commission.

Commissioner Ranize recognized the $2.5 million the city borrowed with the utilization of its one cent sales tax earmarked towards its wastewater system and suggested that the county borrow the money and use it (one road in) for the city residents.

In response to Vice Mayor Gutner's inquiry on the status in funding Cutoff Road, Urick Street, and Shiloh Street listed on the county's five-year plan over the years, Mr. Stivender outlined the miles of road that the county is required to fund which increases annually and that he needs three times the amount. He mentioned how state funds were initially allocated, in previous years, to complete the three phases which were unfulfilled; relayed the comments from Mr. Fred Schneider, Public Works Department County Engineer, noting the requirements and identifying the area as a retention pond, and mentioned the county's requirement, if it goes to Poinsettia Avenue, to redesign and make modifications.

Mayor Bell referred to the concerns on stormwater at the intersection of CR 466A and Dixie Avenue; relayed Mr. Stivender' previous remarks before the city commission on the resolution of same to which he indicated he is unaware of the status; however, identified the curb and drainage work taking place.

Commissioner Ranize pointed out his earlier conversations with Chairperson Parks regarding the attempts for the county to work with the city on the 40-foot square piece of county-owned property for the lift station and relayed City Manager Gary La Venia's remarks, to which he expressed disappointment, that if the city proceeds on the retention ponds, the county would provide 40 foot to erect a lift station on which is absurd.

Commissioner Ranize noted the county's control over the value of the land versus the long term care; the city's intent to purchase private property to erect a lift station, and questioned the county maintaining the drainage pond where he intends to communicate with Mr. La Venia to determine whether assistance could be provided.

With respect to the other half of Poinsettia Avenue, Mr. Stivender recognized the contractor implementing the work, which is how the price originated, and confirmed that any negotiations with the price the county and city possess would be clarified in the two prices and that they would work together to ensure that both sides of the roadway are paved. He indicated that $40,000 and $70,000 being high would be required to close the shortfall.

Mr. Rector conveyed Mr. Stivender's concurrence that the county is bound by the contractor by resurfacing and described how staff would demonstrate to the county its computation for the wastewater connection work involved on CR 466A.

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5. PUBLIC COMMENTS

Mr. Michael Warren, City of Fruitland Park resident, expressed his gratitude to the city staff for their time in clearing up on during the aftermath of Hurricane Mathew on October 8, 2016.

6. CONSENT AGENDA

On motion of Commissioner Lewis, seconded by Commissioner Cheshire and unanimously carried, the city commission approved the following consent agenda items:

(a) Approval of Minutes

i. April 7, 2016 workshop meeting,
ii. September 8, 2016 regular meeting, and
iii. September 22, 2016 regular meeting minutes.

(b) Fourth Annual Wreaths Across America at Shiloh Cemetery

The request of Ms. Lucy McCann, President, John Gella Memorial Unit 219 Inc., American Legion Auxiliary to hold Wreaths Across America at Shiloh Cemetery on Saturday, December 17, 2016 at 12 noon.

7. REGULAR AGENDA

(a) Fire Services Advisory Committee Status Update

Upon Mayor Bell's request and **by unanimous consent, the city commission agreed for the city attorney to draft a resolution to include the Fire Services Advisory Committee members' names for consideration with all appointments' names to be submitted to the city clerk.**

After considerable discussion, Mayor Bell encouraged advertisement of positions on the city's website and soliciting same on its Facebook™ page.

Following further discussion and **by unanimous consent, the city commission agreed that the first meeting organizational meeting (including public records and Government-in-the-Sunshine laws) will be held on Tuesday, November 15, 2016 at 7:00 p.m.**

(b) Sanitary Sewer Force Main and Lift Station Improvements – CR 466A and Poinsettia Avenue – Lake County - ILA

The city commission considered its action to approve an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," for the installation of City's sanitary sewer infrastructure along CR 466A and Poinsettia Avenue in Fruitland Park and authorize the mayor and city clerk to execute same.

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After Ms. Geraci-Carver recalled reasons why the subject agreement ought to be withdrawn, Mr. Rector recalled discussions he previously had with Mr. La Venia, noting the city commission's knowledge, of Rainey Construction company's estimate for the wastewater connection line.

In order to commence work on the construction of water plant improvements and the extension of the water and wastewater lines down Poinsettia Avenue, Mr. Rector identified the total bid at about $1,485,000 which includes the lift station; noted The Villages' obligation in contribution which remains at an estimated $630,000 -- reducing the total to approximately $1.1 million already budgeted in the loan for the city's wastewater system improvements, and made reference to the completed computer-aided drawings in this regard.

Mr. Rector requested the city commission's approval of the construction bid at $1.75 million to commence the first phase of work extending the installation of the wastewater line from the Rodeo arena to the city's wastewater plant (which amends the destination points); addressed the need to expedite same for Monday, October 17, 2016, and recognized the four-month contract. He explained that the second phase would be presented before the city commission at a later date.

In response to Mayor Bell's inquiry, Ms. Geraci-Carver explained that she has not seen the subject agreement between The Villages and Rainey Construction; mentioned the intent to amend same as The Villages would undertake the work through its contract with Rainey Construction, and indicated that the city would revise the subject ILA to deal with the funding to which Mr. Rector voiced his concurrence.

Additionally, Ms. Geraci-Carver stated that she was waiting for the city or its the engineer retained by the city, BESH, to provide her with revised language to incorporate into the ILA.

After discussion, Ms. Geraci- Carver and Mr. Rector confirmed in the affirmative to Commissioner Ranize' inquiry that the subject ILA could be made by the October 27, 2016 regular meeting for consideration and addressed his intent to proffer a motion to postpone the item.

Following Mr. Rector remarks, where he indicated that he had been absent from the city, on the consequences for not meeting the deadline of October 15, 2016; noted The Villages contractual arrangements with the city; thus, identifying the modification to the agreement where The Villages would be paying for the lift station, and relayed the conversations held earlier this day on the intent to withdraw the four-month offer to fulfill the work.

Commissioner Lewis voiced concerns on the amended ILA not presented to the appropriate participants and without Ms. Geraci-Carver's review which could have been approved at this evening's meeting.

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In response to Ms. Geraci-Carver's inquiry, Mr. Rector referred to conversations held earlier with The Villages' representative who is agreeable to the terms of the subject ILA and relayed, earlier in a meeting held this week to with its production manager, Mr. Bogle, and himself on the willingness to proceed, similar to the work conducted on the wastewater connection.

Ms. Geraci-Carver suggested that the city commission could accept the amount, contingent on approval of the agreement with the anticipation to proceed and complete work on same by October 17, 2016. She mentioned her offer to provide the amendment needed for the ILA outlining the details of what will be changed -- specifications with the dollar amount and detailing the work (the destination point) to be conducted -- before providing same to The Villages attorney for review.

After extensive deliberations and **a motion was made by Commissioner Ranize and seconded by Commissioner Gunter that the city commission postpone the approval of the Interlocal Agreement, as previously cited, until staff provides the amendment for consideration at a noticed emergency meeting for approval of same.**

Following continued discussion, **Mayor Bell called for a vote on the motion and declared it carried unanimously.**

(c) Resolution 2016-044 Amended and Restated WWTP Capacity Reservation and Bulk Treatment Agreement

At Mayor Bell's request, Ms. Geraci-Carver read into the record the following title of proposed Resolution 2016-044:

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED TO WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND THE TOWN OF LADY LAKE, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

After continued discussions and **on motion of Commissioner Cheshire, seconded by Commissioner Lewis and unanimously carried, the city commission adopted Resolution 2016-044 as previously cited.**

(d) Resolution 2016-045 - Release - Murphy Act State Road Reservation - Applicant: Westerhall Point LLC

At Mayor Bell's request, Ms. Geraci-Carver read into the record the following title of proposed Resolution 2016-044:

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, STATING ITS POSITION OF NO OBJECTION TO RELEASE OF MURPHY ACT STATE ROAD RESERVATION AS APPLIED FOR BY WESTERHALL POINT, LLC EXCEPTING ANY NEEDED RIGHT OF WAY AS DETERMINED BY LAKE COUNTY FOR CR 466A IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

After further discussion and **on motion of Vice Mayor Gunter, seconded by Commissioner Lewis and unanimously carried, the city commission adopted Resolution 2016-044 as previously cited.**

(e) On-Line Utility Payment – Citizen Self-Service

The city commission considered its action to approve Tyler Technologies' sales quotation for the total amount of $8,013 towards the implementation of the Citizen Self-Service (Online Payments).

Mses. Parker and Michaud-Racine described the service involved; identified the number of utility customers who expressed preference to make their utility payments online, and confirmed in the affirmative that the system outlined in the following item relate with the subject issue.

Following considerable discussions, Mr. Mike Sweeney, City of Fruitland Park resident, expressed concerns on the method in which utility customers will be making their payments; the appropriate fee involved, and the survey conducted whereby participation did not involve all utility customers. He explained that he does not see the need for the subject self-service.

Due to the increase in population, Ms. Pat Guy, City of Fruitland Park resident, indicated that after the city implement the citizen self-service and build a base of utility customers with other online services, she suggested, similar to other governmental entities, that the fees be reduced.

After Mr. Warren questioned the charge per person including the credit fees, Mses. Michaud-Racine and Parker identified the funding source of $1,925 for the self-service system coming from the utilities revenue.

Mr. Peter Hurtt, City of Fruitland Park resident, referred to Mr. Sweeney's statements gave reasons why he does not believe the subject system is a good expenditure of city funds.

The city commission addressed the options available to pay utility bills;

Ms. Ruthie Barker, Utility Clerk, gave examples of the cumbersome process undertaken primarily by Ms. Teri Bogle, Utility Clerk, when customers appear in person to pay their utility bills and described the available options to pay however,

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she recognized their preference to do so online by credit cards which would alleviate the burden on staff.

After discussion, **a motion of Commissioner Cheshire, seconded by Commissioner Lewis and unanimously carried, the city commission approved Tyler Technologies' sales quotation as previously cited with the caveat that the fees are amortized for individuals who use the online payment system.**

In response to Vice Mayor Gunter's inquiry, Ms. Michaud-Racine concurred with Ms. Geraci-Carver's explanation that she will draft a resolution establishing the fees for the city commission's consideration at a future meeting once she receives the information from Ms. Michaud-Racine.

Mayor Bell called for a vote on the motion and declared it carried unanimously.

(f) Utility Billing Module Upgrade
The city commission considered its action to approve Tyler Technologies' quotation for $20,575 to purchase and implement the upgrade of the city's utility billing software.

After discussion, Mses. Parker, Michaud-Racine, and Barker confirmed the convoluted process to research information for the utility customers which was a concern raised by Commissioner Ranize at the September 22, 2016 regular meeting.

On motion of Commissioner Cheshire, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved Tyler Technologies' quotation for $20,575 to purchase and implement the upgrade of the city's utility billing software.

(g) August 2016 EOM Financial Report
On behalf of Ms. Michaud-Racine, Ms. Parker reviewed the August 2016 End of the Month Financial Report for August 2016, the city commission accepted the report as submitted.

PUBLIC HEARING

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

(h) Second Reading and Public Hearing - Ordinance 2016-018 - Wastewater Rates
It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2016-018, Ms. Geraci-Carver read into the record the title, the substance of which is as follows, and the public was called to be heard:

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> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTEWATER RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 25, 2016.)

After Ms. Guy received clarification on the proposed ordinance and **by unanimous consent, Mayor Bell closed the public hearing.**

A motion was made by Commissioner Lewis and seconded by Commissioner Cheshire that the city commission enact Ordinance 20126-018 as previously cited to become effective October 1, 2016 as provided by law.

Mayor Bell called for a roll call vote on the motion and the motion was declared carried unanimously.

QUASI-JUDICIAL PUBLIC HEARING

(i) Second Reading and Quasi-Judicial Public Hearing - Ordinance 2016-019 Repealing Ordinance 2016-012 – Small-Scale Comprehensive Plan Amendment

It now being the time advertised to hold a quasi-judicial public hearing to consider the enactment of proposed Ordinance 2016-012, Ms. Geraci-Carver read into the record the title, the substance of which is as follows, and the public was called to be heard:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REPEALING ORDINANCE 2016-012 A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT ASSIGNING A FUTURE LAND USE DESIGNATION OF COMMERCIAL; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 22, 2016.)

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

A motion was made by Commissioner Cheshire and seconded by Commissioner Lewis that the city commission enact Ordinance 0216-012, as previously cited, to become effective immediately as provided by law.

END QUASI-JUDICIAL PUBLIC HEARING

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8. NEW BUSINESS

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

9. OFFICERS' REPORTS

(a) City Manager

Due to Mr. La Venia's absence, there was no report to submit at this time.

(b) City Attorney

Ms. Geraci-Carver reviewed the agenda summary which referenced the following:

i. Election of Mayor Position

The city commission's request at the September 22, 2016 regular meeting to research the election of a commissioner to serve as mayor and upon the review of the charter, the vote of the mayor and vice mayor will take place after the November 8, 2016 General Election at the November 10, 2016 regular meeting.

ii. Special Fire Services Assessment - GSG Inc. Agreement

The agreement by Ms. Sandi Melgarejo, Government Services Group Inc., to make herself available to the Fire Services Advisory Committee with a proposal of an hourly rate of $160.00 and establishing a not-to-exceed flat fee to be considered as a future agenda item.

After discussion, and **by unanimous consent, the city commission recommended that the committee can be provided with CSG's report and make its determination on:**

- **the time required for CSG's service,**
- **the preparation of a response to questions or survey to be submitted to the city clerk;**
- **appearing before the committee initially as introductory and other meetings by Skype™ (video chat and voice call service) to save travelling costs, and**
- **explanation on the method of the special assessment fire fee;**

iii. Angelica Dobruck vs. City of Fruitland Park

The ruling not yet received from the judge regarding the Angelica Dobruck case.

iv. George Fernandez v. City of Fruitland Park

The ruling not yet received from the judge regarding the George Fernandez case.

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iv. Casino and New Library

Ms. Geraci-Carver referred to a letter dated October 3, 2016 from the Florida Department of State Division of Historical Resources and State Historic Preservation recommending that the city select a different site for the construction of the new library or to avoid the adverse effect, propose a mitigation requirement to be placed into the library grant award agreement. She explained that she is seeking the city commission's direction to proceed with the demolition of The Casino, construct the new library or select a different site for the new library before drafting a resolution for final approval.

After discussion and **on motion of Commissioner Ranize, seconded by Vice Mayor Gunter and unanimously carried, the city commission directed the city attorney to draft a resolution to proceed with demolition and mitigation of the Casino building.**

v. Moratorium

Ms. Geraci-Carver referred to an email she recently received regarding the Lake County Board of County Commissioners' action at its October 11, 2016 regular meeting approving the advertisement of medical marijuana ordinance public hearings -- on Moratorium on the issuance of business tax receipts for medical dispensaries -- to be held on October 25 and November 8, 2016 respectively (similar to its actions on the pain management clinic a few years ago).

Ms. Geraci-Carver pointed out emails which were exchanged amongst municipal attorneys; noted other debates on the subject issue, and relayed the City of Leesburg attorney's position citing reasons why it is not necessary due to the Federal government's statement that marijuana is illegal; therefore, the state proceeding in this regard to be a violation of federal law even though the federal government is not enforcing same. She explained that she will provide more information at the next meeting.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

i. Fire Services Advisory Committee

Commissioner Ranize anticipated the submittal by Mr. Bill Galbert, City Resident, of the boards/committee application for the Fire Services Advisory Committee to be forthcoming.

ii. Leesburg High School Band

Commissioner Ranize relayed Leesburg High School Band's request to hold fundraising activities – which is not within the 90-day timeframe for the permitting process – on Saturday, November 17, 2016. ending at 6:00 p.m.

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Commissioner Ranize questioned the ability for a variance (Children's Rodeo at Windy Acres) and indicated that he promised to present the matter before the city commission.

iii. CR 466A Roadway Improvement Project

Commissioner Ranize reiterated previous discussions he had with Chairperson Parks who requested a report back on October 14, 2016 the outcome of the CR 466A Roadway Improvement Project presentation that was held earlier at this evening's meeting where the issue addressed on CR 466A to Poinsettia Avenue was fruitless.

(b) Commissioner Cheshire

i. Hurricane Matthew

Commissioner Cheshire conveyed his thanks to the public works police, and fire department s for the work conducted following Hurricane Matthew.

ii. Reserve Funding

Commissioner Cheshire addressed the need for funding to be put aside as reserves earmarked specifically for disasters.

iii. Residents' Relocation to City

Commissioner Cheshire conveyed the interest of several individuals to relocate to the city.

iv. Fire Services Advisory Committee

With respect to the Fire Services Advisory Committee, Commissioner Cheshire addressed the need to convey and disseminate better information to the citizens by posting on the city's social network, providing information by electronic mail, and/or messages on the city's utility bill. He noted the requirement to be transparent and noted additional workshops, planning meetings, and updates on city-related projects.

(c) Commissioner Lewis

i. Reserve Funding

Commissioner Lewis questioned the ability to establish additional lines of credit in an emergency to which Ms. Geraci-Craver indicated that she will research the issue.

ii. Excused Absence

Commissioner Lewis announced that he will not be present at the next regular meeting and requested that his absence be excused.

iii. City Manager Performance Evaluation

Commissioner Lewis questioned the procedures for conducting a performance evaluation for past city managers.

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Following discussion and after Mayor Bell recognized previous reviews conducted one-and-one by the city commission, Ms. Geraci-Carver described the process utilized on performance evaluations utilized by council-manager forms of governments which can be adopted by the city commission.

Mayor Bell indicated that he serves on the Lake Emergency Management Services (EMS) Board and referred to the performance evaluation forms, which he expressed preference to adopt, and the process used for the executive director.

After Commissioner Lewis questioned the city manager's contract, he suggested the need to periodically conduct the performance evaluation.

(d) Vice Mayor Gunter, Jr.

i. Reserves Funding

After Vice Mayor Gunter addressed the need to build reserves and develop an emergency line of credit in the event of a disaster, Ms. Geraci-Carver responded that a revenue source would be required which she will research.

ii. City Manager Performance Evaluation

After Vice Mayor Gunter referred to the way in which the city received the city manager's performance evaluation forms in their mailboxes where upon completion were provided to the city clerk, Mayor Bell suggested that Ms. Geraci-Carver provide examples for the city commission to pursue.

After Ms. Coulson referred to the Florida City and County Management Association's (FCCMA's) sample performance manager evaluations, Ms. Geraci-Carver agreed to provide performance evaluation forms previously utilized by the city, the EMS Board, and FCCMA for review by the city commission.

After discussion, Ms. Geraci-Carver explained that she will compile the forms and submit same for the city commission's review.

11. MAYOR'S COMMENTS

(a) Hurricane Mathew

Mayor Bell expressed his gratitude for a job well done by the public works, police, fire department and the City of Leesburg's Fire Department who responded to the service call relating to the fallen tree around his home and that he briefly lost power in the aftermath of Hurricane Matthew.

(b) NW Lake Community Park Soccer Field Joint Development ILA

With reference to Commissioner Cheshire's comments, Mayor Bell referred to the Northwest Lake Community Park Soccer Field Joint Development Interlocal Agreement which will be considered before the city commission at the next regular

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meeting and the county's commitment of $50,000 for fiscal year 2016-17 and $50,000 for FY 2017-18.

(c) Excused Absence

In addition to Commissioner Lewis' request, Mayor Bell explained that he will not be in attendance at the next regularly scheduled meeting and requested that he also be excused.

(d) Dates to Remember

Mayor Bell recognized the following events:

- October 14, 2016 Lake County League of Cities' Board of Directors Meeting "MPO Update;
- October 21, 2016, Movie on the Lawn "Monster House" Fruitland Park City Hall at 7:00 p.m.;
- October 27, 2016, Regular City Commission Meeting at 7:00 p.m.;
- October 29, 2016, 2nd Annual Trick-or-Trot Costume 5k, Fruitland Park Elementary School, 304 West Fountain Street, Fruitland Park, FL 34731 at 8:00 a.m.;
- October 31, 2016 Halloween Night City Hall, and
- November 8, 2016 General Election

12. ADJOURNMENT

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 9:58 p.m.

The minutes were approved at the November 10, 2016 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Christopher Bell, Mayor

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FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
October 27, 2016

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, October 27, 2016 at 7:00 p.m.

Members Present: Vice Mayor John L. Gunter, Jr., Commissioners Christopher Cheshire, and Rick Ranize.

Members Absent: Mayor Christopher Bell and Commissioner Ray Lewis

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, Assistant City Treasurer Susan Parker; Lieutenant Erik D. Luce Police Department, Assistant Fire Chief Don Gilpin; Fire Department Lieutenant, Fire Department; Community Development Director Charlie Rector, Public Works Director Dale Bogle; and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE
The Reverend Aaron Hornsby, Eagle's Nest Baptist Church, gave the invocation.

Pledge of Allegiance
Lieutenant Luce led in the Pledge of Allegiance to the Flag.

2. ROLL CALL
Excused Absences
By unanimous consent, the city commission excused the absences of Mayor Chris Bell and Commissioner Ray Lewis.

3. LOCAL PLANNING AGENCY
By unanimous consent, the city commission recessed its regular meeting at 7:03 p.m. to the Local Planning Agency and reconvened at 7:13 p.m.

At the city manager's request and **by unanimous consent, the city commission took the following items out of order on this day's agenda.**

QUASI-JUDICIAL HEARING

6. (i) First Reading and Quasi-Judicial Public Hearing - Ordinance 2016-023 Comprehensive Plan SSCPA - CR 466A-West Timbertop Lane - Applicant: James Phillips
At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-023, the substance of which is as follows, Vice Mayor Gunter called for the public to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A

> COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

Mr. Rector noted the subject property and indicated that Mr. Johnson, who is representing Mr. Phillips, is present to answer any questions.

There being no one from the public and by unanimous consent, the public hearing was closed.

A motion was made by Commissioner Cheshire and seconded by Commissioner Ranize that the city commission approve the Local Planning Agency's recommendation of approval on proposed Ordinance 2016-023 as previously cited.

Vice Mayor Gunter requested a roll call vote and the motion was declared carried unanimously.

(j) First Reading and Quasi-Judicial Public Hearing - Ordinance 2016-025 Rezoning AG-C2 - CR 466A-West Timbertop Lane - Applicant: James Phillips
At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Resolution Ordinance 2016-025, the substance of which is as follows:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

There were no comments from the public.

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A motion was made by Commissioner Ranize and seconded by Commissioner Cheshire that the city commission approve proposed Ordinance 2016-025 as previously cited.

Vice Mayor Gunter called for a roll call on the motion and declared it carried unanimously.

(k) First Reading and Quasi-Judicial Public Hearing - Ordinance 2016-024 Annexation - CR 466A-West Timbertop Lane – Applicant James Phillips

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-024, the substance of which is as follows:

> 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 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

There were no comments from the public.

A motion was made by Commissioner Cheshire and seconded by Commissioner Ranize that the city commission approve proposed Ordinance 2016-024 as previously cited.

Vice Mayor Gunter called for a roll call on the motion and declared it carried unanimously.

(l) First Reading and Quasi-Judicial Public Hearing Ordinance 2016-027 Comprehensive Plan Amendment SSCPA CR 466A West Timmbertop Lane - Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-027, the substance of which is as follows:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE

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FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

There were no comments from the public.

A motion was made by Commissioner Ranize and seconded by Commissioner Cheshire that the city commission approve proposed Ordinance 2016-027 as previously cited.

Vice Mayor Gunter called for a roll call on the motion and declared it carried unanimously.

(m) First Reading and Quasi-Judicial Public Hearing Ordinance 2016-028 Rezoning - AG-C2 – Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-028, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 6.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

There were no comments from the public.

A motion was made by Commissioner Cheshire and seconded by Commissioner Ranize that the city commission approve proposed Ordinance 2016-028 as previously cited.

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Vice Mayor Gunter called for a roll call on the motion and declared it carried unanimously.

(n) First Reading and Quasi-Judicial Public Hearing Ordinance 2016-026 Annexation - CR 466A-West Timbertop Lane Applicant: Charles Johnson and Owners: Kurt and Suzanne Damron

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-026, the substance of which is as follows:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.0 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FORAN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

There were no comments from the public.

A motion was made by Commissioner Ranize and seconded by Commissioner Cheshire that the city commission approve proposed Ordinance 2016-026 as previously cited.

Vice Mayor Gunter called for a roll call on the motion and declared it carried unanimously.

END OF QUASI-JUDICIAL PUBLIC HEARING

4. PUBLIC COMMENTS

Ms. Rita Ranize, City of Fruitland Park resident, questioned the position to be undertaken by the city commission and Mr. La Venia regarding the constant harassing and threatening behavior which is aggravating the city department's volunteer fire fighter staff.

In response, Commissioner Cheshire mentioned his intent to address the matter later under his comments on this evening's agenda and suggested writing a letter to Sumter and Lake Counties, if the city commission is in agreement with Ms. Ranize' comments.

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Commissioner Ranize recommended asking the county managers to conduct internal investigations with their departments to prove whether the rumors relating to the fire department exist. He referred to Fire Chief Michael Laming's six years of devoted service as full time Lieutenant with Sumter County Fire and Emergency Medical Services Department; noted the department's refusal this year to approve permitting his part time outside employment (his continued role as a volunteer firefighter over the years), and mentioned its requirement for him to resign from the city. Commissioner Ranize recognized the low morale of the fire department; noted that Mr. La Venia previously held discussions with the Lake County fire chiefs and lieutenants resulting in unfavorable communications, and Mr. La Venia's subsequent meeting with the fire department to cease contacts in that regard.

In disagreement with Commissioner Cheshire's suggestion, Ms. Ranize suggested taking up the matter with the state and stressed the need to resolve the issue.

Responding to an inquiry posed by Mr. Peter Hurtt, City of Fruitland Park resident, Mr. La Venia described the series of events that led up to the subject problem with the counties; believed that there is a degree of harassment which is being addressed with the Lake County Attorney's Office.

After extensive discussions, **by unanimous consent, the city commission directed the city manager to write a letter to the Lake County Board or County Commissioners with a copy to the county manager to conduct internal investigations with their departments regarding the problems experienced by the City of Fruitland Park's Fire Department and if unsuccessful, the city attorney would pursue the issue at a higher level.**

Commissioner Ranize described how the citizens are protected and noted, later in this evening's meeting, discussions to be held on retaining a fire chief; thus, Mr. La Venia's intent to address same with Assistant Fire Chief Gilpin and Lieutenant Tim Yoder, Fire Department.

Ms. Sherrie Connell, City of Fruitland Park resident, extended praise and her appreciation to Deputy Chief Dennis Cutter, Police Department, where the lawn on a vacant property was cleaned up.

5. CONSENT AGENDA – Approval of Minutes

The October 13, 2016 regular meeting minutes were not available and will be postponed to the next meeting.

6. REGULAR AGENDA

(a) Resolution 2016-046 – Services Advisory Committee Appointments

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Resolution 2016-046, the substance of which is as follows:

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING APPOINTMENT OF MEMBERS TO THE SEVEN MEMBER FIRE SERVICES ADVISORY COMMITTEE; PROVIDING FOR A DATE, TIME AND LOCATION FOR THE FIRST ADVISORY COMMITTEE MEETING; PROVIDING FOR AN EFFECTIVE DATE.

After Mr. La Venia gave a background on the subject proposed resolution, Vice Mayor Gunter announced the following appointments:

Group 1 – Commissioner Lewis:	Gary Towne
Group 2 – Commissioner Cheshire:	Edward E. Cihoski
Group 3 – Vice-Mayor Gunter:	Sydney "Dale" Arrowsmith
Group 4 – Commissioner Ranize:	Jerry Elton
Mayor Bell:	James Logan
Fire Chief representative:	Steve Whitaker
Business Owner representative:	Bill Galbreath

Mr. La Venia noted that other alternates that wish to serve would be called upon by the city commission.

On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission adopted Resolution 2016-046 as previously cited.

In response to Commissioner Ranize' inquiry on Ms. Coulson noticing the first meeting (scheduled for November 15, 2016 at 7:00 p.m.), Mr. La Venia confirmed in the affirmative to her request to be provided with the members' completed board/committee applications with their contact information in order that they be notified of same.

In answering Vice Mayor Gunter's inquiry, Ms. Geraci-Carver explained that the committee will be establishing their own meeting schedules.

Upon Vice Mayor Gunter's suggestion and **by unanimous consent, the city commission suggested that meetings take place within the next two months and three or four more during the first few weeks in January 2017.**

After Commissioner Ranize posed a question, Ms. Geraci-Carver explained that the committee members will initially be made aware of the Florida-Government in-the Sunshine and Public Records Laws; will be selecting its chair and vice chair at its organizational meeting, and will be establish its meeting schedules and discuss its intentions.

DRAFT

Ms. Geraci-Carver stated that contact was made with Ms. Sandi Walker, Government Services Group Inc. (GSG) and indicated that a proposal for the Fire Services Advisory Board Support with GSG will be considered at the next meeting to which Mr. La Venia mentioned has since been provided to the city commission whereby the committee will decide on how it wishes to operate. (A copy of the proposal is filed with the supplemental papers to the minutes of this meeting.)

Ms. Coulson concurred with Commissioner Ranize' request that to ensure that the city commission members are not in violation of the public meetings law, that she will provide notice that two more elected officials would most likely be present at the respective committee meetings.

(b) Resolution 2016-048 - Casino Community Center - Demolition and Mitigation
At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Resolution 2016-048, the substance of which is as follows:

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, FINDING THERE IS NO ALTERNATIVE LOCATION FOR CONSTRUCTION OF THE LIBRARY AND STATING ITS INTENT TO PROCEED WITH DEMOLITION OF THE CASINO BUILDING; PROVIDING FOR AN EFFECTIVE DATE.

After Mr. La Venia described the procedures involved with the demolition of the casino building, he confirmed in response to Mr. Hurtt's inquiries that the public library construction grant will not be delayed and it will be released to which Vice Mayor Gunter noted that the State of Florida Division of Library and Information Services' requirements for the city to undertake to receive the grant.

In response to Vice Mayor Gunter's inquiry, Mr. Rector outlined the plans in relocating the 114-year-old over 40-foot windmill from Oxford back to its original location, the proposed new library site.

On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission adopted Resolution 2016-048 as previously cited.

(c) Resolution 2016-051 2017-18 FDRAP Grants – Gardenia Park – Phase III
At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Resolution 2016-051, the substance of which is as follows:

> A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FEDERAL FISCAL YEAR 2017-2018.

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On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission adopted Resolution 2016-051 as previously cited.

(d) Resolution 2016-052 – First Amendment to Agreement – Water Plant Improvements and Extension of Water and Wastewater Lines – The Villages of Lake Sumter Inc.

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Resolution 2016-052, the substance of which is as follows:

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR THE CONSTRUCTION OF WATER PLANT IMPROVEMENTS AND THE EXTENSION OF WATER AND WASTEWATER LINES BETWEEN THE VILLAGES OF LAKE-SUMTER, INC. FLORIDA AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia explained that the subject agreement incorporates the quotation from Rainey Construction Company Inc.; conveyed its desire, where they have no issues, to commence work on the capital lift station and force main (wastewater treatment plant connection line to the Town of Lady Lake) to be paid for by The Villages, and noted the $636,000 still owed to the city.

After discussion and in response to Vice Mayor Gunter's inquiry, Mr. Rector referred to the pre-construction meeting that was held on October 22, 2016 amongst The Villages, Rainey Construction, Mr. Bogle and himself and conveyed the willingness to commence construction.

On motion of Commissioner Ranize, seconded by Commissioner Cheshire and unanimously carried, the city commission adopted Resolution 2016-052 as previously cited.

Mr. La Venia recalled the issue of the CSX ROW that was addressed at the September 22, 2016 regular meeting; referred to a letter he sent recently to CSX Real Property Inc. regarding the purchase of its right-of-way easement on the tracks in the subject area, and relayed the offer of $3,000. After he pointed out the response dated October 18, 2016 from Damien D'Anna, CSX, on its consideration of same and explained the valuation process to be conducted taking approximately six weeks, Mr. Rector identified the total footage and described the location. (A copy of the subject email is filed with the supplemental papers to the minutes of this meeting.)

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(e) Two New Ford F-150 Pickup - Ford Bartow Quotation

After Mr. La Venia indicated that the cost of Ford F-150 pickup truck, already budgeted for the FY 2016-17 budget, is lower than what was anticipated, Mr. Bogle described the vehicle's features, and referred to the quotation from Ford Bartow Ford for the discounted price of $23,335.63.

After discussion, **a motion was made by Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission approved the quotation from Ford Bartow as previously cited.**

(f) Comprehensive Plan Amendment - Ten-Year Water Supply Facilities Work Plan Discussion

Upon the request of the city manager and city attorney, and **on motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission postponed its action on the comprehensive plan amendment, ten-year water supply facilities work plan.**

(g) First Reading - EAR Transmittal – EAR Adoption Proposed Ordinance 2016-021

Upon the request of the city manager and city attorney, and **on motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission postponed its action on proposed Ordinance 2016-021, EAR Transmittal.**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY'S COMPREHENSIVE PLAN (ATTACHED AS EXHIBIT A); ADDING OR ADOPTING REVISIONS TO THE FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC FACILITIES, CONVERSATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND CONCURRENCY MANAGEMENT, ELEMENTS OF THE COMPREHENSIVE PLAN; ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN ARISING FROM CHANGES FROM THE 2010 CENSUS; ELIMINATING RECREATION AND OPEN SPACE LEVEL OF SERVICE; ELIMINATING THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE FORMER COMPREHENSIVE PLAN; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

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(h) First Reading - Ordinance 2016-022 Nonresidential Design Standards LDR Amendment

At Vice Mayor Gunter's request, Ms. Geraci-Carver read into the record proposed Ordinance 2016-022, the substance of which is as follows:

> AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR AMENDMENT OF THE CITY LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING CHAPTER 154 OF THE LAND DEVELOPMENT REGULATIONS RELATING TO NONRESIDENTIAL DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE. (The second reading will be held on November 10, 2016.)

Mr. Rector outlined at length the proposed requirements and procedures involved which was also addressed that the October 20, 2016 Planning and Zoning Board meeting and recognized the appeal process to which Mr. Greg Believeu, LPG Urban and Regional Planners, Inc. concurred by citing examples of other municipal agencies.

END OF PUBLIC HEARING

7. NEW BUSINESS

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

8. OFFICERS' REPORTS

(a) City Manager

Mr. La Venia referred to Chief. Laming's letter of resignation dated October 24, 2016 and indicated that he will be communicating with Deputy Chief Laming and Lieutenant Tim Yoder, Fire Department. (A copy of the letter is filed with the supplemental papers to the minutes of this meeting.)

i. Public Works Department Director

Mr. Bogle reviewed his monthly summary report for October 2016; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ii. Parks and Recreation Department Director

Ms. Yoder gave a report on the following:

- **Swimming Instructors**
  the recent meeting she attended regarding the need, according to Florida Statutes, for swimming instructors or lifeguards to be certified by a nationally recognized aquatic training program and the intent to propose

including the cost of $400 for classes during the mid-year FY 2016-17 budget;

- **City Park Renovations**
  the renovations to Cales Park and improvements to Gardenia Park from the recent grants received;

- **Movies on the Lawn**
  - October 21, 2016 *Monster House*;
  - November 10, 2016 *Pan* sponsored by the Law firm of Anita Geraci-Carver (to which she extended gratitude) and in partnership with the Fruitland Park Elementary School, and
  - December 8, 2016 *Polar Bear Express;*

- **Hometown Christmas**
  December 16, 2016 where the *Holiday Lighting Contest* registration commences November 1 to 28, 2016 with the entry form featuring first, second, and thirds places announced at Hometown Christmas-- said forms and maps are available at city hall or on the city's website: http://www.fruitlandpark.org/Word%20Doc/Light%20up.pdf; voting will be conducted by the residents – and *Ugly Sweater Contest* involving five city elected officials to be judged by city residents, and vendors have already signed up to be at the event;

- **Second Annual Trick-or-Trot Costume 5k**
  October 29, 2016 starting at 8:00 a.m. where medals will be awarded participants who complete the run;

- **Employee Christmas**
  the need to receive responses by email;

- **Fruitland Park Day**
  April 17, 2017 with information already available on the website: http://www.fruitlandpark.org/Word%20Doc/Parade%20Registration%20Form.pdf

- **Soccer League**
  after discussion and response to Commissioner Cheshire's inquiry, the joint development of a soccer field at Northwest Lake Community Park with the county will be on considered at the November 10, 2016 regular meeting;

- **Announcements**
  in answering Mr. Hurtt's question, announcements of the city-related events and will be made on the city's website, outdoor signs as well as at city hall, water bills, social media platforms such as the city's

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Facebook page, Leesburg Word of Mouth, and What's Happening Now instead of making placement in newspaper advertisements as they are too costly, and

- **Newsletters**
  the plan to reinstate the city's newsletters quarterly instead of bi-annually.

iii. Residential Contract – A Gamble

At Mr. La Venia's recommendation and **by unanimous consent, the city commission postponed its action to approve a contract between Adam Gamble, property owner, and the City of Fruitland Park, on the purchase of a portion of property located on the northwest corner of 1629 Miller Boulevard.in the amount of $15,000.00 and authorize the mayor to execute same to the next meeting for more information.**

(b) City Attorney

i. Line of Credit

Ms. Geraci-Carver referred to the inquiry made at the October 13, 2016 regular meeting. She explained how the city would have the authority to establish and annually secure a new line of credit in cases of an emergency which is limited for that year and if required, the need to show the financial institution the city's source of funds by pledging ad valorem taxes (which would require voter approval beforehand) as a repayment over a 12-month period. She questioned whether it would be worthwhile due to the difficulty for the bank to make it feasible.

ii. Angelica Dobruck vs. City of Fruitland Park et.al.

iii. George Fernandez vs. City of Fruitland Park

Ms. Geraci-Carver reported that she is still waiting for the judges' ruling on the litigation matters on the city's motions to dismiss.

9 COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

i. City Roads and Streets

Commissioner Ranize referred to his discussions earlier this week with Mr. La Venia regarding the county's position on not taking action as it relates to the city's roadways. He expressed concerns on the current deteriorating and dangerous condition of the city's roads and noted that Cut-Off Road needs attention.

Commissioner Ranize pointed out a recent telephone call he received from a resident who resides on Pine Ridge Dairy Road citing reasons why asphalt is needed on Rooks Street, to which Commissioner Cheshire concurred.

In response, Mr. Bogle indicated that he will deal with same.

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ii. CR 466A Roadway Improvement Project

Commissioner Ranize referred to a recent returned call to his made by Lake County Chairperson District 2 Commissioner Sean Parks regarding the CR 466A Roadway Improvement Project presentation made by Mr. Jim Stivender, Public Works Department Director at the October 13, 2016 regular meeting.

Commissioner Ranize indicated that Mr. La Venia and himself were informed by School Board Chairperson District 1 Bill Mathis, who gave a presentation at the October 13, 2016 meeting, of a different message relayed by Mr. Stivender from what was addressed at the meeting. Commissioner Ranize relayed Commissioner Parks dissatisfaction indicating that he will continue to find out why the interpretations made about the CR 466A Roadway Improvement project was different from what he was informed from Mr. David Heath, Lake County Manager, Messrs. Stivender and Fred Schneider, Public Works Department County Engineer.

iii. Fire Department

Commissioner Ranize reiterated his disappointment on the county's unwillingness to work with the city and anticipated that the Fire Services Advisory Committee would steer the city in the right direction. He expressed preference to appoint staff in-house; if the criteria is met; otherwise, locate a retired firefighter.

(b) Commissioner Cheshire

i. Fire Department

In concurring with Commissioner Ranize' statements, Commissioner Cheshire and with reference to Chief Laming's resignation, he anticipated that after the general election that the city would not be alone.

ii. CR 466A Roadway Improvement Project

Commissioner Cheshire suggested that the city initiate diligently seeking funding including grants to complete the CR 466A Roadway Improvement Project from the state or federal government

In concurring with the poor condition of Cut-Off Road, Commissioner Cheshire stated that he utilizes the roadway daily and predicted that it will worsen when CR 466A roadway project is complete.

(c) Commissioner Lewis

No report was available as Commissioner Lewis was absent from this evening's meeting.

DRAFT

(d) Vice Mayor Gunter, Jr.

i. CR 466A Roadway Improvement Project

Vice Mayor Gunter encouraged the city commission members to attend Lake County Days no February 15 and 16, 2017 to advocate CR 466A Roadway Improvement Project before the legislators.

ii. Second Annual Trick-or-Trot Costume 5k

Vice Mayor Gunter requested the involvement of the police and fire departments road closures at the Trick-or-Trot event.

10. MAYOR'S COMMENTS

No report was available as Mayor Bell was absent from this evening's meeting.

11. ADJOURNMENT

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 8:55 p.m.

The minutes were approved at the November 10, 2016 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Christopher Bell, Mayor

DRAFT

AGENDA ITEM NUMBER
7a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Resolution 2016-055 – Lake-Sumter Metropolitan Planning Organization, Citizens' Advisory Committee**				
For the Meeting of:	November 11, 2016				
Submitted by:	City Attorney				
Date Submitted:	November 1, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item:.					
Action to be Taken: Adopt Resolution 2016-055.					
Staff's Recommendation: Approval.					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

RESOLUTION 2016-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER REPRESENTATIVE TO THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION CITIZENS' ADVISORY COMMITTEE; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization bylaws provide for a member representative from the City of Fruitland Park consisting of members (in even years) with a two-year term of office; and

WHEREAS, Mr. John Schaller was appointed for a term of two years; and

WHEREAS, Mr. Schaller's term is set to expire, he has submitted his resignation that he no longer wishes to serve following the expiration of his term, and therefore a vacancy will exist;

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

1. Mr. Robert D. Willie is hereby appointed to the Lake~Sumter Metropolitan Planning Organization Citizens' Advisory Committee. His term will commence December 31, 2016 and shall expire December 31, 2018, unless sooner terminated.

2. This resolution shall be effective upon its adoption by the City Commission of the City of Fruitland Park, Florida.

APPROVED this 10th day of November, 2016, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
, Mayor

Attest:
Esther B. Coulson, City Clerk

_____

Chris Cheshire	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
John L. Gunter	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Ray Lewis	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Rick Ranize	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Chris Bell	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

Lake-Sumter MPO
Metropolitan Planning Organization

Lake County
Sumter County
Town of Astatula
City of Bushnell
City of Center Hill
City of Clermont
City of Coleman
City of Eustis
City of Fruitland Park
City of Groveland
Town of Howey-in-the-Hills
Town of Lady Lake
City of Leesburg
City of Mascotte
City of Minneola
Town of Montverde
City of Mount Dora
City of Tavares
City of Umatilla
City of Webster
City of Wildwood
Florida Central Railroad
Lake County Schools
Sumter County Schools

October 26, 2016

Mr. Gary La Venia, City Manager
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: Lake~Sumter Metropolitan Planning Organization Citizens' Advisory Committee (CAC) and Bicycle & Pedestrian Advisory Committee (BPAC) Membership Expirations

Dear Mr. La Venia:

This is to advise that the term expiration date for the members appointed by the City of Fruitland Park is December 31, 2016.

Either current members need to be reappointed or new members appointed for a 2 year term starting January 1, 2017 through December 31, 2018.

The following are the current members appointed by the City of Fruitland Park:

CAC – John Schaller, appointed 11/20/14

BPAC – Michelle Yoder, re-appointed 05/22/14

Please feel free to contact Doris LeMay if you have any questions.

Sincerely,

T.J. Fish, AICP
Executive Director

c: CAC Member / BPAC Member / MPO Member

"Promoting Regional Transportation Partnerships"
www.LakeSumterMPO.com
1616 South 14th Street, Leesburg, Florida 34748
Phone (352) 315-0170 – Fax (352) 315-0993

AGENDA ITEM NUMBER
7b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Resolution 2016-056 – Lake County League of Cities' Director and Alternate Director Appointments**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk/City Attorney				
Date Submitted:	November 3, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item:.					
Action to be Taken: Adopt Resolution 2016-056.					
Staff's Recommendation: Approval.					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

RESOLUTION 2016-056

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

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

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

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

1. John Gunter is hereby appointed to serve as director to the Lake County League of Cities, Inc. His term will commence December 31, 2016 and expire December 31, 2017, unless sooner terminated.

2. Chris Bell is hereby appointed to serve as alternate director to the Lake County League of Cities, Inc. His term will commence December 31, 2016 and expire December 31, 2017, unless sooner terminated.

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

APPROVED this 10th day of November, 2016, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
, Mayor

Attest:
Esther B. Coulson, City Clerk

_____

Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Gunter ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

AGENDA ITEM NUMBER
7c

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Resolution 2016- 050– Lake County ILA Joint Development Soccer Field at Northwest Lake Community Park**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Attorney/City Manager				
Date Submitted:	October 24, 2016				
Are Funds Required:		X	Yes		No
Account Number:					
Amount Required:					
Balance Remaining:					
Attachments:	Yes				

Description of Item: The Interlocal Agreement provides for the following:

1. The Park will be named the Northwest Lake Community Park, and permanent signage will include the County's logo and identify the County as a funding partner.
2. The City must design, engineer, and permit the project at its own expense which is not reimbursable by the County. The City must prepare a Park Master Plan for development of the Park and submit to the County prior to beginning construction.
3. The City will construct the improvements. The City can then submit for up to 50% reimbursement of construction costs from Lake County for constructing a soccer field, up to $100,000. (up to $50,000 between 10/1/16 – 9/30/17; up to $50,000 between 10/1/17 – 9/30/18).
4. If the City charges a fee for use of the Park or adjoining parking lots, the fee(s) charged County residents cannot exceed the fee(s) charged City residents.
5. Either party may terminate the agreement upon 30 days advance notice, but City is entitled to reimbursement of recoverable costs through the date of termination.
6. The City cannot sell the Park or sublet the Park without the County's prior written approval. City will compensate County in an amount agreed upon and determined by the parties at the time the County approves such sale or sublease.

Action to be Taken: Motion to Approve Resolution 2016-050 approving Interlocal Agreement

Staff's Recommendation:

Additional Comments:

Reviewed by: _____

Authorized to be placed on the ☐Regular ☐Consent agenda: _____

Mayor

RESOLUTION 2016-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to construct a soccer field at an existing City park; and

WHEREAS, Lake County is willing to fund up to fifty-percent (50%) of construction costs for the soccer field based upon certain terms and conditions; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the interlocal agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park Regarding Joint Development of a Soccer Field at Northwest Lake Community Park.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between Lake County, Florida and the City of Fruitland Park Regarding Joint Development of a Soccer Field at Northwest Lake Community Park (the "Interlocal Agreement"), a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Interlocal 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 27th day of October, 2016, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____

, MAYOR

ATTEST:

_____
ESTHER COULSON, CITY CLERK

John L. Gunter	____(Yes),	____(No),	____(Abstained),	____ (Absent)
Chris Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Ray Lewis	____(Yes),	____(No),	____(Abstained),	____(Absent)
Rick Ranize	____(Yes),	____(No),	____(Abstained),	____(Absent)
Chris Bell	_____(Yes),	____(No),	____(Abstained),	____(Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK
REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT
NORTHWEST LAKE COMMUNITY PARK

This is an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the "COUNTY"), and the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY").

WITNESSETH:

WHEREAS, this Agreement is for the benefit of the general public and is authorized by, and entered into pursuant to, Chapter 163, Florida Statutes.

WHEREAS, the CITY owns and operates Northwest Lake Community Park, located at 200 Shiloh Street, Fruitland Park, Florida (hereinafter referred to as the "Park"); and

WHEREAS, the CITY desires to construct a soccer field at the Park (hereinafter referred to as the "Project"); and

WHEREAS, the addition of a soccer field at the Park will provide leisure and community recreational activities for citizens of all ages, races and creeds residing in the CITY; and

WHEREAS, the COUNTY desires to assist the CITY with the Project to provide leisure and community recreational activities for residents of the COUNTY and the CITY; and

WHEREAS, the CITY and the COUNTY desire to enter into this Agreement to memorialize the terms of the funding arrangement between the CITY and COUNTY for the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein.

Section 2. **Obligations of COUNTY and CITY.** The COUNTY agrees to reimburse the CITY for a portion of the cost of the Project. The COUNTY's total funding reimbursement shall not exceed **One Hundred Thousand Dollars ($100,000.00)**, which shall be provided in two payments of no greater than Fifty Thousand Dollars ($50,000.00) each. The first payment shall be provided between October 1, 2016, and September 30, 2017, and the second and final payment

shall be provided between October 1, 2017, and September 30, 2018. Funding payments made to the CITY by the COUNTY shall be subject to the following terms and conditions:

A. The CITY shall submit to the COUNTY an approved Park Master Plan for the Project prior to beginning construction on the Project.

B. The CITY shall submit requests for reimbursement to the COUNTY accompanied by documentary evidence of the CITY's expenditures incurred through construction of the Project. Such documentary evidence shall include a detailed description of the services provided, proof that payment has been made to all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the Project, as well as acceptance and approval of such labor, materials or equipment from an authorized CITY representative. Under no circumstances shall the requests for reimbursement be submitted to the COUNTY in advance of the delivery and acceptance of the services.

C. Within thirty (30) days of receipt of the request for reimbursement and the accompanying documentary evidence, the COUNTY shall provide reimbursement to the CITY for up to fifty percent (50%) of the costs incurred by the CITY subject to the terms and conditions contained herein.

D. The time of payment and the amount of funds reimbursable to the CITY by the COUNTY at any one time during the term of this Agreement is directly dependent on the costs incurred by the CITY for the Project as evidenced by the corresponding documentation specified in paragraphs A and B above. Notwithstanding the foregoing, in no event shall the COUNTY be obligated to reimburse to the CITY total monies in excess of One Hundred Thousand Dollars ($100,000.00).

E. The CITY shall comply with all of the terms and conditions of this Agreement.

Section 3. Expenditure of Funds by the CITY. The CITY understands and agrees that the COUNTY shall only provide reimbursement for costs incurred by the CITY on or before August 31, 2017, for the first payment of up to Fifty Thousand Dollars ($50,000.00) and on or before August 31, 2018, for the second payment of up to Fifty Thousand Dollars ($50,000.00), for the purposes enumerated herein. In the event the Project is not completed and the COUNTY has not provided the total reimbursement amount by September 30, 2018, the parties shall have the option to extend reimbursement funding for one (1) additional year. Provision of reimbursement

for costs incurred beyond August 31, 2018, is a COUNTY prerogative and not a right of the CITY. Any extension of reimbursement funding shall be in writing and fully executed by the parties, with the same formality and of equal dignity herewith.

Section 4. **Park Master Plan, Design, Construction and Operation of Park.** The CITY shall be solely responsible for the Park Master Plan, design, construction and operation of all community recreation facilities and equipment funded hereby, and for the content and supervision of programs at the Park. No portion of the funds provided by the COUNTY shall be used for design, engineering, permitting, administration or any other expense other than actual construction costs.

Section 5. **Identifying Funding Sign.** Upon execution of this Agreement, the CITY shall, at the CITY's expense, erect a permanent sign containing the COUNTY's logo as provided to the CITY by the COUNTY and identifying the COUNTY as a funding partner for the Project.

Section 6. **Use of the Park by COUNTY Residents.** The COUNTY and CITY understand and expressly agree that the Park is to be utilized by both CITY and COUNTY residents. In the event that the CITY implements a fee for the use of the Park, such user fee for the Park and any ancillary property, such as parking lots adjacent thereto, shall be the same for COUNTY residents as it is for CITY residents.

Section 7. **Project Completion.** The parties understand that the Project will take multiple years to complete and will be completed as funding becomes available to the CITY.

Section 8. **Termination.** This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Such written notice shall be sent as provided herein. Upon termination, however, the COUNTY shall reimburse the CITY for any coverable costs incurred up to the date of termination.

Section 9. **Grant Funding.** In the event any of the Project is funded by grant monies, the COUNTY shall not be liable for any non-compliance with the provisions of the grant. It is the CITY's sole responsibility to ensure successful completion of the Project and compliance with any grant requirements, as applicable.

Section 10. **Sale or Sublease of the Park.** The CITY shall not sell the Park or sublet the Park without the prior written approval of the COUNTY. In the event the Park property is sold or sublet, the CITY shall compensate the COUNTY in an amount agreed upon and determined by

the parties at the time the COUNTY approves such sale or sublease.

Section 11. **Insurance.** The CITY shall require that all contractors and suppliers provide Certificates of Insurance to the CITY evidencing that the COUNTY is named as an additional insured on all applicable insurance policies. The CITY shall provide evidence of conforming certificates of insurance upon request by COUNTY.

Section 12. **Indemnification.** To the extent permitted by Florida law and without waiving its sovereign immunity, the CITY shall indemnify and hold harmless the COUNTY and its agents, officers, commissioners, or employees for any and all damages, losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CITY, its agents, employees or representatives, in the performance of the Project or operation of the Park.

Section 13. **Notices.** When provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, 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, addressed as follows:

COUNTY
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778

CITY
City Manager
506 W. Berckman Street
Fruitland Park, Florida 34731

cc: Lake County Parks and Trails Division Manager
PO Box 7800
Tavares, FL 32778

Either party may change its mailing address or notice information by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 14. **Modification.** 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.

Section 15. **Incorporation.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreement whether oral or written.

Section 16. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 17. **Scope of Agreement.** This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

{Rest of Page Intentionally Left Blank}

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 Chair, and City of Fruitland Park, through its Mayor.

COUNTY

ATTEST:

LAKE COUNTY, through its
Board of County Commissioners

_____
Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

_____
Sean M. Parks, Chairman

This ___ day of _____, 2016.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CITY

ATTEST:

CITY OF FRUITLAND PARK

_____
Esther Lewin-Coulson
City Clerk

_____
Chris Bell, Mayor

This ____ day of _____, 2016.

Approved as to form and legality:

_____
Anita Geraci-Carver
City Attorney

AGENDA ITEM NUMBER
7d

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Resolution 2016-057 – GSC Proposal**				
For the Meeting of:	November 10, 2016				
Submitted by:	City Clerk/City Attorney				
Date Submitted:	November 3, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item:.					
Action to be Taken: Adopt Resolution 2016-056.					
Staff's Recommendation: Approval.					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

RESOLUTION 2016-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE PROPOSAL OF GSG, INC. FOR FIRE SERVICES ADVISORY BOARD SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park established a fire services advisory board to make recommendations to the City Commission relating to fire services; and

WHEREAS, the City Commission desires to make available to the advisory board the expertise of GSG, Inc. to provide information and answer questions the advisory board may have; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve the proposal of GSG, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The proposal of GSG, Inc. dated October 26, 2016, 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 10th day of November, 2016, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____

MAYOR

ATTEST:

_____

ESTHER COULSON, CITY CLERK

Gunter	____(Yes),	____(No),	____(Abstained),	____ (Absent)
Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Lewis	____(Yes),	____(No),	____(Abstained),	____(Absent)
Ranize	____(Yes),	____(No),	____(Abstained),	____(Absent)
Bell	____(Yes),	____ (No),	____(Abstained),	____ (Absent)

Approved as to form and legality:

_____

Anita Geraci-Carver, City Attorney

October 26, 2016

Via Email Transmission

Gary Lavenia, City Manager
City of Fruitland Park
506 W Berckman St.
Fruitland Park, FL 34731-3239

Re: City of Fruitland Park – Fire Services Advisory Board Support

Dear Mr. Lavenia,

This correspondence is written to confirm that Government Services Group, Inc. ("GSG") will be available to provide assistance to the City of Fruitland Park ("City"), its staff, and the Fire Services Advisory Board regarding fire services in the City on an as needed basis.

GSG will provide the requested services on an hourly fee basis, plus any out-of-pocket expenses. GSG's hourly fees are as follows:

GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer	$225
Senior Vice President	$175
Vice President	$160
Senior Project Manager/Consultant/Project Coordinator	$160
Consultant/Database Analyst/Technical Services	$130
Administrative Support	$ 50

Expenses will be billed in conformance with section 112.061, Florida Statutes.

Any requested on-site meetings may be arranged at a flat negotiated fee or at our standard hourly rates provided above. All expenses related to requested on-site meetings will be billed in accordance with section 112.061, Florida Statutes. In lieu of on-site visits, GSG can be available by telephone conference call or Skype.

If the above is acceptable, please sign below and return.

Thank you for your attention to this matter.

Sincerely,

Sandi Walker
Project Coordinator

ACCEPTED AND AGREED TO:

BY: _____ _____
CITY OF FRUITLAND PARK **DATE**

AGENDA ITEM NUMBER
7e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Residential Contract				
For the Meeting of:	November 10, 2016				
Submitted by:	City Manager				
Date Submitted:	October 25, 2016				
Are Funds Required:			Yes	X	No
Account Number:					
Amount Required:					
Balance Remaining:					
Attachments:	Yes				

Description of Item:
Approve a contract between Adam Gamble, property owner, and the City of Fruitland Park, on the purchase of a portion of property located on the northwest corner of 1629 Miller Boulevard.in the amount of $15,000.00 and authorize the mayor to execute same.

Action to be Taken: Approval

Staff's Recommendation: N/A

Additional Comments:

Reviewed by: _____

Authorized to be placed on the ☐Regular ☐Consent agenda: _____ **Mayor**

FLSSI

Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Humble Investments, Inc., a Florida corporation ("Seller"), and City of Fruitland Park ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 1629 Miller Blvd., Fruitland Park, FL

(b) Property is located in: Lake County, Florida. Real Property Tax ID No.: Alt. Key #1517869

(c) Real Property: The legal description is The legal description is to be determined by a survey obtained by the City. The City will acquire only a portion of Alt. Key #1517869 which will consist of 50' x 50' in the northwest corner of the parcel. together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ 15,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... $ 500.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 5 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: Law Office of Anita Geraci-Carver, P.A.
Address: 1560 Bloxam Avenue, Clermont, FL 34711
Phone: 352-243-2801 E-mail: donna@agclaw.net Fax: 352-243-2768

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 14,500.00
NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before October 28, 2016, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on or before November 17, 2016 ("Closing Date"), at the time established by the Closing Agent.

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5. EXTENSION OF CLOSING DATE:

(a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy, except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING**. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 45) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the earlier of:**

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(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

* ☐ (c) Assumption of existing mortgage (see rider for terms).

* ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

Seller shall pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

* (i) up to $ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and

* (ii) up to $ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and

* (iii) up to $ _____ or _____ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)
- Other:_____

* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be

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calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of

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buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

12. PROPERTY INSPECTION AND REPAIR:

* (a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

(b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working

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Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained

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required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees

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at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land

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use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages

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have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st

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of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the

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seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, with the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- ☐ J. Interest-Bearing Acct.
- ☐ K. "As Is"
- ☐ L. Right to Inspect/ Cancel
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration

* **20. ADDITIONAL TERMS:**

Please see Addendum 1 for additional terms.

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COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: _____ Date: _____

Chris Bell, Mayor

Buyer: _____ Date: _____

Seller: _____ Date: _____

Adam Gamble, President

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
506 W. Berckman Street	833 CR 466a
Fruitland Park, FL 34731	Fruitland Park, FL 34731

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any	**Listing Sales Associate**
Cooperating Broker, if any	**Listing Broker**
N/A	N/A

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ADDENDUM TO CONTRACT

Addendum No. 1 to the Contract dated _____ between

Humble Investments, Inc., a Florida corporation **(Seller)** and

City of Fruitland Park **(Buyer)**

concerning the property described as:

The legal description is to be determined by a survey obtained by the City. The City will acquire only a portion of Alt. Key #1517869 which will consist of 50' x 50' in the northwest corner of the parcel.

(the "Contract"). **Buyer** and **Seller** make the following terms and conditions part of the Contract:

1. Notwithstanding anything to the contrary contained herein Buyer shall pay the following closing costs: title search charges, documentary stamps and surtax on the deed, owner's policy charges, recording fees on deed, settlement fee, survey, and title insurance surcharge rate.
2. Notwithstanding anything to the contrary contained herein Seller shall pay the following: 2016 property taxes.
3. Buyer will consider for annexation the properties described as Alt. Key #1517869 and Alt. Key #1429811. Buyer will consider rezoning the properties described as Alt Key #1517869 and Alt. Key #1429811 to C1. The City will waive all fees and costs for the annexation and zoning application.
4. Buyer will install a 6ft. chain-link fence and install gates around the lift station to be constructed on the Property and will install landscaping on the east and south sides of the Property.
5. Seller will grant Buyer a 10ft. utility easement from the northwest corner of Alt. Key #1517869 south to Miller Street along the west side of Alt. Key #1517869. If any trees are in the way of the utility easement the Buyer will be responsible for removing. See attached.
6. Septic system will be located and if any issues with its location, the Parties will further discuss.

	Date		Date
Charlie Rector, City of Fruitland Park **BUYER**	Date	**Adam Gamble, President** **SELLER**	Date
BUYER		**SELLER**	

October 21, 2016

Override 1

Override 1

County Boundary

Street Names

Local Streets

Property Name

Tax Parcels Alternate Key

Tax Parcels

Surrounding Counties

utility Easement location

1:500

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

Lake County Board of County Commissioners

AGENDA ITEM NUMBER

7f

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Final Budget Public Hearing – Resolution 2016-053 Adopting Final Millage Rate FY2017				
For the Meeting of:	November 10, 2016				
Submitted by:	City Treasurer				
Date Submitted:	October 31, 2016				
Are Funds Required:		X	Yes		No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Resolution 2016-053 adopting the final millage rate of 3.9863 for FY2016-17.
Due to administrative errors, we must advertise and vote on our final millage and budget again per Florida/DOR TRIM.
The adoption of the millage rate and the budget resolution must be by separate votes. The governing body must adopt the final millage before adopting the final budget. The City of Fruitland Park is prepared to set the adopted millage rate of 3.9863 which is 22.16% increase to the Roll Back Rate of 3.2632. This is a reduction of .7508 mils. The gross taxable value has been certified as $303,364,743 which is 76.66% increase over FY2016 gross taxable value.

Action to be Taken: Review and approve/deny Resolution 2016-053 setting the adopted millage rate.

Staff's Recommendation: Approve Resolution 2016-053 setting the adopted millage rate at 3.9863 mills, which is 22.16% increase over the RBR of 3.2632

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the ☒ **Regular** ☐ **Consent agenda:** _____
Mayor

RESOLUTION 2016-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL OPERATING MILLAGE RATE OF 3.9863 LEVYING OF AD VALOREM TAXES FOR LAKE COUNTY FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing was held at the City of Fruitland Park, Lake County, Florida, on September 8, 2016 and a second meeting on September 22, 2016 at 7:00 p.m., at which time the general public was given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice another public hearing was held at the City of Fruitland Park on November 10, 2016, at 7:00 p.m. at which time the general public was given an opportunity to comment and ask questions pertaining to the proposed final budget and millage rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the county property appraiser to the City of Fruitland Park as $303,364,743.

WHEREAS, after public hearings pursuant to section 200.065, Florida Statutes, the City of Fruitland Park is prepared to adopt a final operating millage rate of 3.9863 mills; and

WHEREAS, the FY 2016-17 operating millage rate of 3.9863 mills is a 22.16% increase to the current year rolled-back rate of 3.2632.

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 adopted ad valorem operating millage rate for the City of Fruitland Park, Lake County, Florida, for the fiscal year 2016-2017 at 3.9863 mills, which is greater than the rolled back of 3.2632 mills by 22.16%.

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 at a public hearing this 10th day of November, 2016, at 7:00 p.m., or as soon thereafter, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
, Mayor

Attest:

_____
Esther B. Coulson, CMC, City Clerk

Gunter	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Cheshire	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Lewis	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Ranize	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Bell	____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

(SEAL)

Approved as to form:

_____

Anita Geraci-Carver, City Attorney

BUDGET SUMMARY

City of Fruitland Park - Fiscal Year 2016-17

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF FRUITLAND PARK ARE 45.17% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund 4.7371

Estimated Revenues:		GENERAL FUND	CRA FUND	CAPITAL PROJECTS FUND	UTILITY FUND	RECREATION FUND	FIRE PENSION FUND	TOTAL
Taxes:	**Millage per $1,000**							
Ad Valorem Taxes	4.7371	$ 1,366,538	$ -	$ -	$ -	$ -	$ -	$ 1,366,538
Franchise & Utility Taxes		859,891	-	-	-	-	-	859,891
Other Taxes		290,829		396,432	-	-	-	687,261
Licenses & Permits		1,283,737	-	-	-	-	-	1,283,737
Intergovernmental Revenue		1,497,746	241,405	-	750,000	-	-	2,489,151
Charges for Services		716,933	-	-	775,913	50,675	-	1,543,521
Fines and Forfeitures		23,148	-	-	-	-	-	23,148
Miscellaneous Revenue		750,892	1,077	2,206	107,758	230	8,600	870,763
Other Financing Sources		-	-	-	-	-	25,460	25,460
Debt Proceeds		-	-	-	2,217,065	-	-	2,217,065
Total Revenues		6,789,714	242,482	398,638	3,850,736	50,905	34,060	11,366,535
Transfers In		304,113		-	568,356	-	-	872,469
Fund Balance/Reserves/Net Assets		-	77,743	566,449		-	-	644,192
Total Revenues, Transfers, & Balances		$ 7,093,827	$ 320,225	$ 965,087	$ 4,419,092	$ 50,905	$ 34,060	$ 12,883,196
Expenditures:								
General Government		$ 1,278,854	$ -	$ -	$ -	$ -	$ -	$ 1,278,854
Public Safety		3,149,138	-	181,500	-	-	34,060	3,364,698
Physical Environment		607,875	-	-	4,104,923	-	-	4,712,798
Transportation		308,760	-	400,000	-	-	-	708,760
Economic Environment		-	275,166	-	-	-	-	275,166
Culture/Recreation		1,749,201	-	252,900	-	38,211	-	2,040,312
Other Financing Uses		-	-	-	-	-	-	-
Debt Service		-	-	-	254,169	-	-	254,169
Total Expenditures		7,093,827	275,166	834,400	4,359,092	38,211	34,060	12,634,756
Transfers Out		-	45,059	130,687	60,000	12,694	-	248,440
Fund Balance/Reserves/Net Assets		-	-	-	-	-	-	-
Total Appropriated Expenditures Transfers, & Balances		$ 7,093,827	$ 320,225	$ 965,087	$ 4,419,092	$ 50,905	$ 34,060	$ 12,883,196

The tentative, adopted, and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

NOTICE OF PROPOSED TAX INCREASE

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

Last year's property tax levy:

A. Initially proposed tax levy …….….	$	865,126
B. Less tax reductions due to Value Adjustment Board and other assessment changes ..…….……	$	51,647
C. Actual property tax levy ……..……	$	813,479

This year's proposed tax levy ….……..$ 1,437,069

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:
November 10, 2016
7:00 P.M.
at
The City of Fruitland Park Commission Chamber
506 West Berckman Street
Fruitland Park, Florida 34731

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

AGENDA ITEM NUMBER

7g

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Final Budget Public Hearing – Resolution 2016-054 Adopt Final Budget FY2017				
For the Meeting of:	November 10, 2016				
Submitted by:	Jeannine Michaud				
Date Submitted:	October 31, 2016				
Are Funds Required:		X	Yes		No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Resolution 2016-054 adopting the final budget for FY2016-17.

Due to administrative errors, we must advertise and vote on our final millage and budget again per Florida/DOR TRIM.

The adoption of the millage rate and the budget resolution must be by separate votes. The governing body has adopted the final millage and will now adopt the final budget. The City of Fruitland Park set the final millage rate of 3.9863 which is 22.16% increase to the Roll Back Rate of 3.2632. This is a reduction of .7508 mils. The total appropriations for the Budget for Fiscal Year 2016-2017 is $12,513,510.

Action to be Taken: Review and approve/deny Resolution 2016-054 setting the final budget.

Staff's Recommendation: Approve Resolution 2016-054 setting the tentative budget at $12,513,510.

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the ☒ **Regular** ☐ **Consent agenda:** _____
Mayor

RESOLUTION 2016-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing was held at the City of Fruitland Park, Lake County, Florida, on September 8, 2016, and a second meeting on September 22, 2016 at 7:00 p.m., at which time the general public was given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, the City Commission adopted a final millage rate by Resolution 2016-036; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice another public hearing was held at the City of Fruitland Park on November 10, 2016, at 7:00 p.m. at which time the general public was given an opportunity to comment and ask questions pertaining to the final budget and millage rate; and

WHEREAS, the City of Fruitland Park of Lake County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2016-2017 in the amount of $12,513,510.

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

1. The City Commission for the City of Fruitland Park, Florida does hereby ratify and adopt the final budget for the 2016-2017 fiscal year for the City of Fruitland Park, Lake County, Florida.

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 at a public hearing this 10th day of November, 2016, at 7:00 p.m. or as soon thereafter, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
, Mayor

Attest:

Esther B. Coulson, CMC, City Clerk

Mayor Gunter ___ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Cheshire ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

(SEAL)

Approved as to form:

_____
Anita Geraci-Carver, City Attorney

FLORIDA
Department of Revenue
Executive Director
Leon M. Biegalski

October 20, 2016

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

Dear Mr. La Venia:

Re: Truth in Millage (TRIM) Certification

The Department of Revenue has reviewed the millage certification documents your taxing authority submitted under sections 200.065 and 200.068, Florida Statutes. The following errors are violations of the TRIM law. Your taxing authority must correct these errors immediately, or you will be subject to the loss of revenue sharing and the loss of ad valorem revenues from millage in excess of the rolled-back rate.

FINDINGS OF FACT

Portions of the property tax levy in the Notice of Proposed Tax Increase advertisement s. 200.065 (3)(a), F.S., requires, were incorrect (see attached copy for correct amount to advertise). The notice understated last year's initially proposed tax levy and incorrectly stated the tax reductions because of value adjustment board and other assessment changes.

The taxing authority adopted the final budget before the final millage. Section 200.065(2)(e)1., F.S., states (in part), "The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget." The numbering of your ordinances or resolution should reflect the order of adoption.

CONCLUSIONS OF LAW

The Notice of Proposed Tax Increase advertisement misstated last year's initially proposed tax levy and the reductions because of value adjustment board and other assessment changes. This violates s. 200.065(3)(a), F.S., and Rule 12D-17.005(2)(a), (2)(c)6., F.A.C.

The adoption of the final budget prior to the adoption of the millage levy violates s. 200.065(2)(e)1., F.S., and Rule 12D-17.005(2)(c)25., F.A.C.

OPPORTUNITY TO REMEDY

The law gives you the opportunity to correct these violations by advertising the Notice of Proposed Tax Increase advertisements and holding your hearing again and re-certifying compliance under section 200.065(13), Florida Statutes.

Within 15 days of receipt of this notice, you will need to advertise:

Notice of Proposed Tax Increase with applicable violation clause and Budget Summary advertisements.

Section 200.065(13)(b) and (c), Florida Statutes, establishes the requirements of this letter. Section 200.065(12), Florida Statutes, requires you to hold a new millage and budget hearing two to five days following publication of the advertisement.

After you have advertised the notices again and held the new final hearing, please forward to this office copies of the advertisements (full page from newspaper) with proofs of publication; a copy of the resolution/ordinance adopting the millage; a copy of the resolution/ordinance adopting the budget; and your Form DR-487, Certification of Compliance.

By copy of this notice, we are notifying and directing the tax collector to withhold ad valorem tax revenue collected in excess of the rolled-back rate until the taxing authority has met the requirements of law.

By copy of this notice, we are notifying the Refunds and Revenue Distribution Process of the General Tax Administration program to proceed under sections 200.065(13)(a), 218.23(1), and 218.63(2), Florida Statutes, and Rule Chapter 12-10, Florida Administrative Code, to withhold revenue sharing funds until the taxing authority corrects its noncompliance or, if not corrected, for the 12 months following the department's determination of noncompliance. If the taxing authority does not correct its noncompliance, the department will deposit these withheld funds into the General Revenue Fund.

If you fail to correct these violations in the manner section 200.065(13), Florida Statutes, describes and to re-certify compliance to the department after re-advertising and re-holding the hearings, you will forfeit your state revenue sharing funds and ad valorem proceeds in excess of the rolled-back rate. If you re-certify compliance and the department determines your re-certification is not in compliance with section 200.065, Florida Statutes, the same consequences will occur.

This determination applies only to the TRIM certification requirements. We will send a determination regarding the maximum millage levy requirements of section 200.065(5), Florida Statutes, in a separate notice.

If you believe the certification you submitted does not support the department's determination, please consider the following notice.

NOTICE OF RIGHTS

The determination in this matter is not subject to review under chapter 120, Florida Statutes. Under section 200.065, Florida Statutes, mediation is not available in any administrative dispute of the type of agency action this notice announces.

You may also have the right to adjudicate this matter before a circuit court under chapter 86, Florida Statutes, and applicable Florida law.

You have the right to seek judicial review of this order under section 120.68, Florida Statutes. As Rule 9.110, Florida Rules of Appellate Procedure, prescribes, to seek a judicial review you must file a Notice of Appeal with the department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668. You must also file a copy of the Notice of Appeal and the applicable filing fees with the appropriate District Court of Appeal. You must file this Notice of Appeal within 30 days from the date of this order.

If you have any questions, please contact Wyatt Peters at 850-617-8921.

Sincerely,

Dr. Maurice M. Gogarty, Director
Property Tax Oversight Program

twe #45.09

Attachments

cc: Honorable Bob McKee
Lake County Tax Collector

Roger Hinson, Program Administrator
Refunds and Revenue Distribution

27th

Example: Non-Compliance with Violation Clause

Notice of Proposed Tax Increase

NOTICE OF PROPOSED TAX INCREASE

THE PREVIOUS NOTICE PLACED BY THE 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 Pak has tentatively adopted a measure to increase its property tax levy.

Certified TRIM Online This is Tentative millage Rate

Last year's property tax levy:

A. Initially proposed tax levy $865,126
B. Less tax reductions due to Value Adjustment Board and other assessment changes..... $51,647
C. Actual property tax levy $813,479

ON FY2017 DR420

This year's proposed tax levy $1,437,069

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

(DATE)
(TIME)
at
(MEETING PLACE)

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

Proposed 4.7371 Tentative 5.0293 Certified Online Newspaper 4.7371

Use this ad if your taxing authority's tentatively adopted millage rate is **greater than** the current year rolled-back rate.

The notice of proposed tax increase ad will:

- Be advertised WITHIN 15 DAYS OF NOTIFICATION of Non-Compliance from the Department of Revenue.
- Have the violation clause in boldfaced type.
- Be a **full 1/4 page** ad.
- Have an adjacent Budget Summary advertisement.
- Have a millage rate above the rolled-back rate.
- Hold Final Hearing within 2 to 5 days after advertised.

RECEIVED
OCT 04 2016
DEPT OF REV
PROPERTY TAX OVERSIGHT

NOTICE OF PROPOSED TAX INCREASE

A. 865,126
B. 51,647

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

Proposed

Last year's property tax levy:

A. Initially proposed tax levy $814,863

B. Less tax reductions due to Value Adjustment Board and other assessment changes..... $1,384

C. Actual property tax levy $813,479

This year's proposed tax levy $1,437,069

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

September 22, 2016
7:00 P.M.
at
The City of Fruitland Park Commission Chamber
506 West Berckman Street
Fruitland Park, Florida 34731

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

AGENDA ITEM NUMBER
7h

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Second Reading and Public Hearing - Ordinance 2016-022 Non-Residential Design Standards LDR Amendment**				
For the Meeting of:	November 10 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Proposed ordinance was considered before the LPA. (The first reading was held on October 27, 2016.)

Action to be Taken: Enact Ordinance 2016-022

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016- 022

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR AMENDMENT OF THE CITY LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING CHAPTER 154 OF THE LAND DEVELOPMENT REGULATIONS RELATING TO NONRESIDENTIAL DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park finds and determines that it is in the best interests of the City to amend the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park finds and determines that amending the Land Development Regulations regarding nonresidential design standards will facilitate enhancement of the character of the existing commercial areas and further business growth and redevelopment; and

WHEREAS, Planning and Zoning Commission has made recommendations on such amendments to the City Commission.

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

SECTION 1. Section 154.050 in Chapter 154 of the City of Fruitland Park Land Development Regulations is created to read as follows:

SECTION 154.050: ***NONRESIDENTIAL DESIGN DISTRICT STANDARDS***

The purpose and intent of these Design District Standards is to guide development and redevelopment toward creating an interrelated and predictable pattern of buildings, streetscapes, and landscapes that improve the aesthetics of the built environment within Fruitland Park. To proactively prepare for impending growth the City of Fruitland Park has undertaken the establishment of these standards that will improve the image and appearance of all development. The basic premise is that quality appearance will result in quality development.

Design standards also protect the community's investment. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners, and merchants. Further, design standards improve the City's economic standing. In the absence of design standards, other areas in the region may position themselves with a more competitive advantage to attract residents and merchants. The City encourages economic growth and wants to provide a business atmosphere where the private sector can flourish.

Meanwhile the City is tasked with protecting its existing neighborhoods and businesses from the potential impacts of development. Special attention has been placed on the creation of a quality, safe, and functional environment. Buffers, landscaping, and building placement on a parcel can

mitigate potential impacts to surrounding properties.

These Design District Standards exhibit specific themes of expectations for development within Fruitland Park. An interconnected transportation network and pedestrian accessibility are primary concerns for new development and redevelopment. Land should be developed by utilizing infrastructure and resources efficiently. The City requires the design of new development to be visually sensitive to surrounding development and the environment through architectural standards, buffering, landscaping, and building placement.

a) Applicability of Design Standards

The Design District Standards cover all commercially zoned properties within the City limits and the Joint Planning Area (JPA) between the City and Lake County.

The design standards are applicable to nonresidential development and mixed-use development and redevelopment. The Design District Standards shall be applicable if one or more of the following criteria are met:

1) Nonresidential Development:

   A) The building floor area of a structure is being increased by more than thirty percent (30%).
   B) The property is subject to a change of use from residential to nonresidential.
   C) All Planned Developments (PD) and Developments of Regional Impact (DRI).

2) Additional Provisions:

   A) Section 154.060(e) (Colors) shall apply when the exterior of an existing building or any portion thereof, including trims or accents, is repainted. Section 154.060(e) shall apply even in those cases where no other work is being conducted. A submission of the proposed color theme including base, trim, and accent colors for approval by the Development Services Director is required prior to the issuing of the Commercial Structure Painting Permit. There is no charge for the Commercial Structure Painting Permit.

SECTION 154.060: *DESIGN STANDARDS*

a) Landscape Buffers

A twenty-five foot (25') landscape buffer is required from the right-of-way.A five foot (5') paved sidewalk is required within the established buffer unless a sidewalk already exists. An additional path or trail may be required by the City to accommodate alternative forms of transportation. For internal streets, Florida Friendly Landscaping, including street trees, evergreen shrubs, planter boxes, or other approved designs should be used between the sidewalk and the travel lanes to buffer pedestrians from moving vehicles.

The buffer area is not to be utilized for stormwater management unless approved by the Community Development Director due to severe constraints of the site.

b) Big Box Stores

Big box stores, defined as any store which exceeds 50,000 square feet on a single level, are permissible in the Design District.

c) Outparcels

Frequently, large shopping and business centers have a few uses that develop stand-alone buildings, known as outparcels, at the perimeter of a site adjacent to the public right-of-way. Large-scale developments that have a primary building and/or anchor stores and secondary outparcels must conform to the following standards:

1) Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Vehicular connection between outparcels, the main structure, and adjacent outparcels is required to provide for safe and convenient vehicular movement within a site.

2) Consolidated and shared parking is required to reduce the amount of impervious surface.

d) Circulation and Access

Development shall be designed to minimize the interaction of vehicles with pedestrians and bicyclists. Efficient and safe circulation systems for vehicles, pedestrians, and bicyclists will be required for all developments.

Cross-access and shared access shall be required between individual uses. Internal cross-access and shared use agreements for driveways shall be used to facilitate access and connections between adjacent sites. Frontage roads or service roads may also be considered to connect all parcels.

e) Drive-through Establishments

Drive-through lanes must be designed with pedestrian safety as the first priority. Drive-through designs must have the same detail of the principal structure and match the materials and roof of the principal structure.

A pass-through lane shall be required for all drive-through facilities.The pass-through lane shall be constructed adjacent to the stacking lane(s) in order to provide a way out of or around the stacking lane(s).

SECTION 154.070: *BUILDING DESIGN AND ARCHITECTURAL STANDARDS*

a) Building Facade

The front elevation of the building should be faced, with design features that give it a more pedestrian scale appearance. Large-scale features such as long uninterrupted storefront windows are to be avoided. The use of mullions and dividers in large windows is encouraged. Large areas of blank walls should be reserved for the rear of the building. Metal buildings are to be faced with other materials to break up the purely metal

facade.

When a building has elevations on more than one roadway or pedestrian area, the City may require that each elevation maintains the dominant theme of the main entrance.

The size, scale, materials and use of colors for the building facade design should be kept constant across the entire building facade in order to tie the complete composition together.

When using more than one material on the facade, it is recommended to have one as the dominant theme with the others acting only to complement or accentuate the design.

Architectural elements of the facade should be aligned with and compliment the architectural elements on adjacent buildings to maintain the rhythm of the block.

Entrances to smaller stores shall be recessed or framed by a sheltering element such as an awning, arcade, porch or portico.

The primary entry to a building is the best place to be creative with the use of depth in a facade. The added depth and articulation help to draw attention to the entry and highlight it as an important place.

b) Roof Design

The roof design of the building should be in keeping with the overall scale of the structure itself. Overly large, bold or inflated roof and fascia designs are discouraged.

Flat roof structures should utilize recognizable cornice treatments and be capped by an articulated parapet design that acts as a structural expression of the building facade and its materials.

Sloped roof structures should maintain a pitch between a 5/12 minimum and a 12/12 maximum on all primary roof areas. Buildings with sloped roofs are encouraged to employ the use of dormers and reversed gables along the front elevation to help maintain a prominent facade. Mansard and shed roof designs are discouraged.

Air handling units, condensers, satellite dishes and other equipment placed on the roof should be screened by building elements and not be visible from the street.

The roof structure should be designed so as to divert rainwater from the pedestrian areas such as walkways and doors. The use of canopies, awnings or similar protective designs is also encouraged at entry locations.

Breaks and fluctuations in the roofline are encouraged to highlight important areas of the building such as the main entrance and to break up longer runs of the facade/roof area.

c) Materials

The use of brick, stone (cast and natural), split-faced concrete block, glass block, ceramic

tile and fiber cement horizontal lap siding is required.

The use of decorative coursing and quoins in masonry walls is encouraged.

When making a transition from one material to the next, it is recommended that the change occur at a hard edge or "bump out" in the facade.

Acceptable materials for sloped roofs include pre-finished metal, terracotta tile and laminated 'architectural' asphalt shingles.

The following materials are prohibited in visible locations:

1) Corrugated or beveled metal siding
2) Corrugated fiberglass
3) Plywood, OSB or particleboard siding
4) Unfinished smooth concrete block

d) Lighting

Each building project will require the submission of an exterior Lighting Design Plan.

Exterior lighting of the building and site should be designed so that light is not directed off the site and the light source is to be shielded from direct offsite viewing.

All exterior light fixtures should be fully shielded or be designed with light angle cut-offs so as to eliminate spill light, trespass light and glare.
Down-lighting full building walls and roof lighting is prohibited.

Mounting height of pedestrian walkways should not exceed twelve feet (12') with lower heights preferred.

The use of low, bollard-type fixtures mounted two feet (2') to four feet (4') in height are encouraged for lighting pedestrian sidewalks and building entrances.

Ensure that lighting enhances pedestrian safety.

e) Colors

The main color theme for a building should be of a natural, muted shade with brighter colors used only to create accents.

When using multiple colors on the exterior of the building only one color should be used as the main theme, with other colors used more sparingly to create accents.

No more than three (3) different colors or color shades (one primary/body color and no more than two accent/trim colors should typically be used on a single building.

Prohibited colors include the use of intense, florescent or day-glow colors, black as the

predominant exterior color and monochromatic color schemes. Colors that are determined to be garish, gaudy, loud, excessive and ostentatious or that otherwise constitute a glaring and invasive contrast to surrounding buildings shall be prohibited. A solid band of color or groups of color shall not be used for architectural detail.

SECTION 2: Conflicts. All ordinances that are in conflict with this Ordinance are hereby repealed.

SECTION 3. Severability. Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction, such adjudication shall not apply or affect any other provision of this Ordinance, except to the effect that the entire section or part of the section may be inseparable in meaning and effect from section to which such holding shall apply.

SECTION 4. Effective Date. This ordinance shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
Christopher J. Bell, Mayor

Attest:

_____
Esther Coulson, City Clerk

Commissioner Cheshire_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

_____

Anita Geraci-Carver, City Attorney

RESOLUTION 2004-014

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

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

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

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

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

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

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

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

(1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.

(2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

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

(3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.

(4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.

(5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

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

(1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.

(2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

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

(3) Disclosure.

(A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.

(B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.

(C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.

(d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.

(e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.

(f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

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

(g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.

(h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

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

Section 3. This resolution shall be effective upon passage.

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

JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:

MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:

Scott A. Gerken, City Attorney

AGENDA ITEM NUMBER
7i

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-024 Annexation**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Proposed ordinance was considered before the LPA. (The first reading was held on October 27, 2016.)					
Action to be Taken: Approval.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016 - 024

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 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Charles Johnson, on behalf of James Phillips, Owner, requesting that approximately 1.0 acres of real property generally located north of CR 466A and west of Timbertop Lane (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, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact.

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

Section 1.
The following described property consisting of approximately 1.0 acres of land generally located north of CR 466A and west of Timbertop Lane, 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:** From the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07'10" East 90.26 feet to the Point of Beginning; thence continue South 89°07'10" East 202.0 feet; thence South 0°45'20" West 215.65 feet to the Point of Beginning.
>
> **Parcel Alternate Key No. 2515490**

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016
Passed Second Reading_____
(SEAL)

NOTICE OF PUBLIC HEARINGS ORDINANCE 2016 - 023

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 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016 - 024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.0+ ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016 - 025

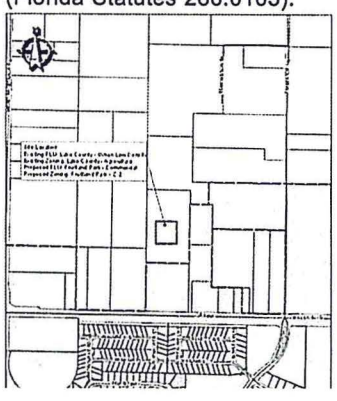
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.0 + ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park Planning & Zoning Meeting on October 20, 2016 at 6:00 p.m. Fruitland Park Land Planning Agency Meeting on October 27, 2016 at 7:00 pm Fruitland Park City Commission Meeting on October 27, 2016 at 7:00 p.m. Fruitland Park City Commission Meeting on November 10, 2016 at 7:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



Ok'd 10-6-16

Phillips Annex, SSCPA, Rezoning

AGENDA ITEM NUMBER
7j

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-023 Comprehensive Plan**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Proposed ordinance was heard at first reading on October 27, 2016.					
Action to be Taken: Enact Ordinance 2016-023					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016 -023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Charles Johnson as applicant on behalf of James Phillips as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Commercial" 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 Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 1.0 ± acres generally located north of CR 466A and west of Timbertop Lane and more particularly described as follows:

LEGAL DESCRIPTION: From the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07'10" East 90.26 feet to the Point of Beginning; thence continue South 89°07'10" East 202.0 feet; thence South 0°45'20" West 215.65 feet to the Point of Beginning.

Parcel Alternate Key No. 2515490

shall be assigned a land use designation of Commercial under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "A" 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: The City Manager or his designee, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 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: 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.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk

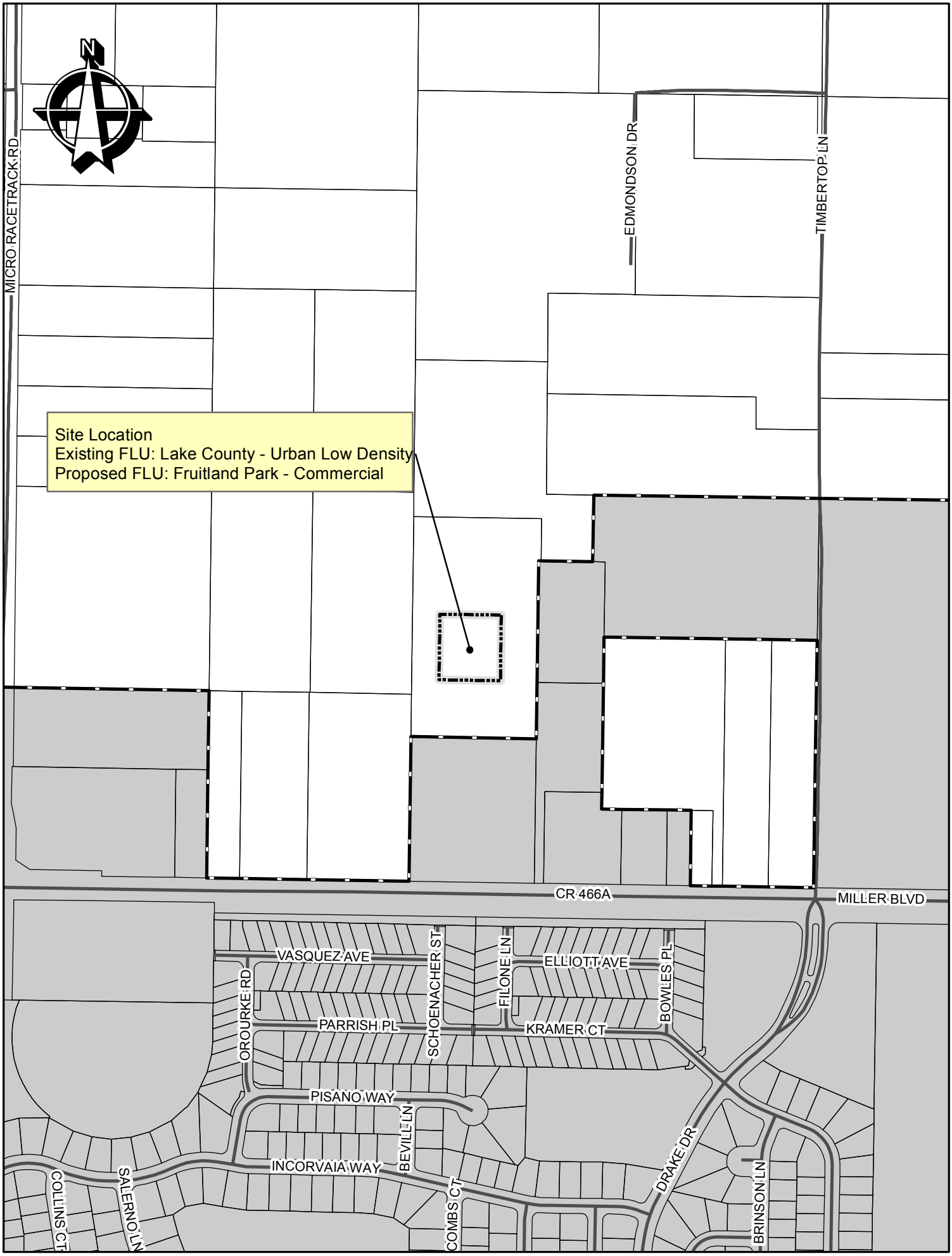
Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016
Passed Second Reading_____
(SEAL)

EXHIBIT A


N
MICRO RACETRACK RD
EDMONDSON DR
TIMBERTOP LN
Site Location
Existing FLU: Lake County - Urban Low Density
Proposed FLU: Fruitland Park - Commercial
CR 466A
MILLER BLVD
VASQUEZ AVE
ELLIOTT AVE
OROURKE RD
SCHOENACHER ST
FILONE LN
BOWLES PL
PARRISH PL
KRAMER CT
PISANO WAY
BEVILLE LN
INCORVAIA WAY
DRAKE DR
COLLINS CT
SALERNO LN
COMBS CT
BRINSON LN

AGENDA ITEM NUMBER
7k

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-025 Rezoning**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Proposed ordinance was considered at first reading on October 27, 2016.					
Action to be Taken: Enact Ordinance 2016-025.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Charles Johnson as applicant, on behalf of James Phillips Owner, requesting that approximately 1.0 acres of real property generally located north of CR 466A and west of Timbertop Lane (the "Property") be rezoned from Lake County Agriculture (AG) to General Commercial (C-2) 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 rezoning has been properly published; and

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

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

Section 1. The following described property consisting of approximately 1.0 ± acres of land generally located north of CR 466A and west of Timbertop Lane shall hereafter be designated as C-2, General Commercial, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: From the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07'10" East 90.26 feet to the Point of Beginning; thence continue South 89°07'10" East 202.0 feet; thence South 0°45'20" West 215.65 feet to the Point of Beginning.

Parcel Alternate Key No. 2515490

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

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

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

Section 6. This Ordinance shall become effective immediately upon the effective date of the comprehensive plan amendment for the subject property. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk
(SEAL)

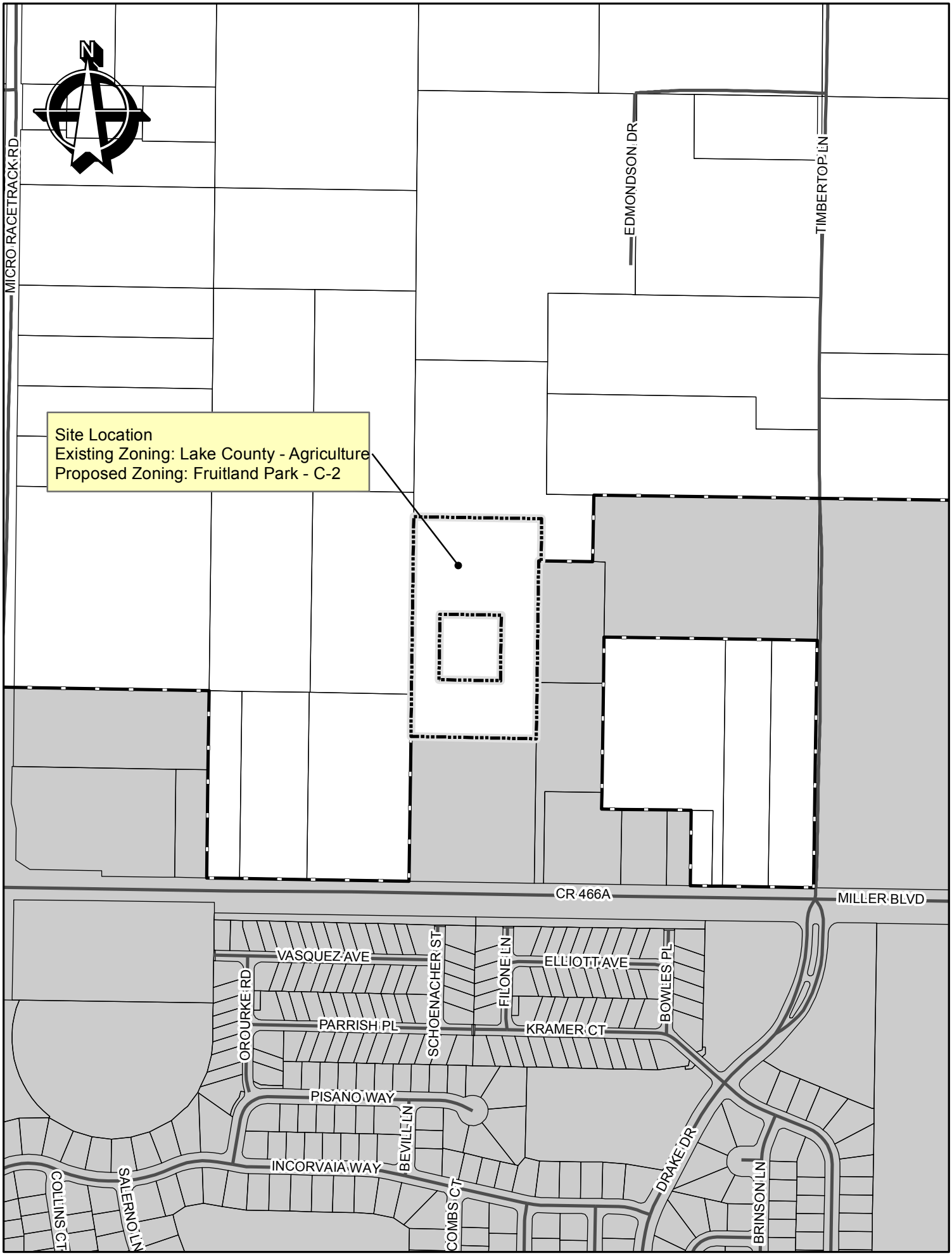
Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016

Passed Second Reading_____


N
MICRO RACETRACK RD
EDMONDSON DR
TIMBERTOP LN
Site Location
Existing Zoning: Lake County - Agriculture
Proposed Zoning: Fruitland Park - C-2
CR 466A
MILLER BLVD
VASQUEZ AVE
ELLIOTT AVE
OROURKE RD
SCHOENACHER ST
FILONE LN
BOWLES PL
PARRISH PL
KRAMER CT
PISANO WAY
BEVILLE LN
INCORVAIA WAY
DRAKE DR
COLLINS CT
SALERNO LN
COMBS CT
BRINSON LN

AGENDA ITEM NUMBER
7I

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-026 – Annexation**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Proposed ordinance was considered before the LPA. (The first reading was held on October 27, 2016.)					
Action to be Taken: Enact Ordinance 2061-026.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016 - 026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.0 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Charles Johnson, on behalf of Kurt and Suzanne Damron, Owners, requesting that approximately 6.0 acres of real property generally located north of CR 466A and west of Timbertop Lane (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, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact.

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

Section 1.
The following described property consisting of approximately 6.0 acres of land generally located north of CR 466A and west of Timbertop Lane, 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: From the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 80.47 feet to the Point of Beginning; thence South 89°07'10" East 420.0 feet; thence South 0°45'20" West 726 feet; thence North 39°07'10" West 420.0 feet to the West line of the Northeast ¼ of the Southeast ¼; thence North 0°45'20" East along the West line 726.0 feet to the Point of Beginning. LESS and except the following 1 acre tract: From the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07'10" East 90.26 feet to the Point of Beginning; thence continue South 89°07'10" East 202.0 feet; thence South 0°45'20" West 215.65 feet to the Point of Beginning.

TOGETHER WITH a nonexclusive easement for ingress and egress over and across the West 25 feet of the following described property: From the Southeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, run North along the East line of Southeast ¼ 40 feet to Northerly right of way of CR 466-A, thence West along said right of way 893.07 feet to the point of beginning. Continue West along said right of way 25 feet, North 0°45'20" East 666 feet, thence South 89°07'10" East 25 feet, South 0°45'40"

West 666 feet, more or less, to the North right of way of CR 466-A, and the Point of Beginning.

Parcel Alternate Key No. 2668245

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016
Passed Second Reading_____
(SEAL)

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2016 - 026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.0 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016 - 027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.0+ ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016 - 028

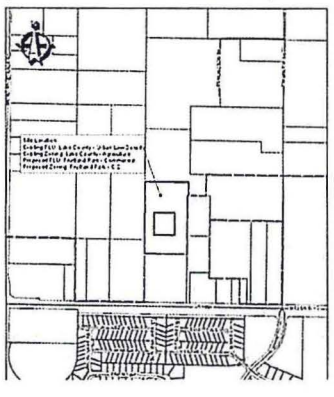
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 6.0 + ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park Planning & Zoning Meeting on October 20, 2016 at 6:00 p.m. Fruitland Park Land Planning Agency Meeting on October 27, 2016 at 7:00 pm Fruitland Park City Commission Meeting on October 27, 2016 at 7:00 p.m. Fruitland Park City Commission Meeting on November 10, 2016 at 7:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



Ok'd
10-6-16

Damron Annex, SSCPA, Rezoning

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

ANNEXATION, SSCPA AND REZONING

Owner: **Kurt and Suzanne Damron**

Applicant: **Chuck Johnson**

General Location: **North of CR 466A and west of Timbertop Lane**

Number of Acres: **6 ± acres**

Existing Zoning: **County Agriculture (Ag)**

Proposed Zoning: **General Commercial (C-2)**

Existing Land Use: **Urban Low**

Proposed Future Land Use: **Commercial**

Date: **October 4, 2016**

Description of Project

The subject property consists of 1 parcel totaling 6 ± acres. The applicant has indicated that the parcel would be for future commercial development. SSCPA can be processed at anytime during the year as long as the total cumulative acreage does not exceed 80 acres. The subject site is the 5th SSCPA amendment being processed in 2016 for a cumulative total of 15.41 acres.

	Surrounding Zoning	**Surrounding Land Use**
North	Agriculture	County Urban Low (4 units/acre) – Agriculture Residential
South	C-2	Commercial
East	C-2	Commercial
West	Agriculture	Urban Low (4 units/acre) – Agriculture Residential

DRAFT

Assessment

SMALL SCALE LAND USE AMENDMENT

Pursuant to FLU Policy 1-3.1, the location and distribution of commercial land use on the future land use map shall consider access to CR 466A, minimize nuisance impacts, impacts to conservation and preservation to natural resources, and demand on existing public services.

Pursuant to FLU Policy 1-3.2, higher intensive commercial land uses are permitted within the Commercial land use category.

Pursuant to FLU Policy 1-9.2, land use patterns on the FLU map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Pursuant to FLU Policy 1-10.1 (f), the commercial land use category allows for retail sales and services, higher intensity commercial and wholesale commercial and professional services. The maximum impervious surface ratio is 70%.

Pursuant to Policy 1-3.4, commercial developments shall provide sufficient buffers and screening to mitigate impacts to adjacent residential or public facility land uses.

CONCURRENCY ANALYSIS

The proposed use is expected to generate more PM peak hour traffic than what could potentially be developed on the site as single family residential; however, prior to development, a traffic impact analysis will be required. Please see the table below.

DRAFT

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
Office Suites	60,000 SF	750	685	89	12	76
TOTAL GROSS TRIPS (PROPOSED)			685	89	12	76

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	24 units	210	228	24	15	9
TOTAL GROSS TRIPS (EXISTING)			228	24	15	9

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	65	-3	67

Any commercial development will be expected to connect to the City's water and wastewater facilities when available. The City currently has capacity available for water and sewer.

REZONING

The proposed General Commercial (C-2) zoning district allows for retail sales and services, professional office, personal services, financial services, convenience stores with or without fuel operations, restaurants, etc. The subject site is located within a transitioning area along CR 466A and Timbertop Lane. The requested zoning of General Commercial (C-2) is compatible with the area.

Recommendation

SMALL SCALE LAND USE AMENDMENT

The requested land use of Commercial is consistent with the city's comprehensive plan and is compatible with the surrounding area. It is recommended that the land use of be approved.

ZONING

The subject site is located within a transitioning area along CR 466A. The requested zoning of General Commercial (C-2) is compatible with the area. Staff recommends approval of the

DRAFT

rezoning. Prior to any development and/or redevelopment, the property owner will need to submit a site plan meeting the requirements of the LDRs.

FUTURE DEVELOPMENT

The applicant has been advised that access to the commercial parcel will require a minimum 50' easement for access.

DRAFT

AGENDA ITEM NUMBER
7m

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-027 Comprehensive Plan**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Proposed ordinance was considered before the LPA. (The first reading was held on October 27, 2016.)					
Action to be Taken: Enact Ordinance 2016-027.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Charles Johnson as applicant on behalf of Kurt and Suzanne Damron as Owners, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Commercial" 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 Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 6.0 ± acres generally located north of CR 466A and west of Timbertop Lane and more particularly described as follows:

LEGAL DESCRIPTION: The South 435 feet of the West 435 feet of the Southeast ¼ of the Northeast ¼ of Section 6, Township 19 South, Range 24 East, lake County, Florida; and Begin at the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, Lake County, Florida, run South 80.47 feet, thence East 420 feet; thence South 139.01 feet, thence East 178.16 feet, thence North 219.48 feet to the North line of the Northeast ¼ of the Southeast ¼, thence West 598.6 feet to the Point of Beginning.

Parcel Alternate Key No. 3693752

shall be assigned a land use designation of Commercial under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "A" 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: The City Manager or his designee, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 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: 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.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016
Passed Second Reading_____
(SEAL)

EXHIBIT A

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

ANNEXATION, SSCPA AND REZONING

Owner: **Kurt and Suzanne Damron**

Applicant: **Chuck Johnson**

General Location: **North of CR 466A and west of Timbertop Lane**

Number of Acres: **6 ± acres**

Existing Zoning: **County Agriculture (Ag)**

Proposed Zoning: **General Commercial (C-2)**

Existing Land Use: **Urban Low**

Proposed Future Land Use: **Commercial**

Date: **October 4, 2016**

Description of Project

The subject property consists of 1 parcel totaling 6 ± acres. The applicant has indicated that the parcel would be for future commercial development. SSCPA can be processed at anytime during the year as long as the total cumulative acreage does not exceed 80 acres. The subject site is the 5th SSCPA amendment being processed in 2016 for a cumulative total of 15.41 acres.

	Surrounding Zoning	**Surrounding Land Use**
North	Agriculture	County Urban Low (4 units/acre) – Agriculture Residential
South	C-2	Commercial
East	C-2	Commercial
West	Agriculture	Urban Low (4 units/acre) – Agriculture Residential

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Assessment

SMALL SCALE LAND USE AMENDMENT

Pursuant to FLU Policy 1-3.1, the location and distribution of commercial land use on the future land use map shall consider access to CR 466A, minimize nuisance impacts, impacts to conservation and preservation to natural resources, and demand on existing public services.

Pursuant to FLU Policy 1-3.2, higher intensive commercial land uses are permitted within the Commercial land use category.

Pursuant to FLU Policy 1-9.2, land use patterns on the FLU map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Pursuant to FLU Policy 1-10.1 (f), the commercial land use category allows for retail sales and services, higher intensity commercial and wholesale commercial and professional services. The maximum impervious surface ratio is 70%.

Pursuant to Policy 1-3.4, commercial developments shall provide sufficient buffers and screening to mitigate impacts to adjacent residential or public facility land uses.

CONCURRENCY ANALYSIS

The proposed use is expected to generate more PM peak hour traffic than what could potentially be developed on the site as single family residential; however, prior to development, a traffic impact analysis will be required. Please see the table below.

DRAFT

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
Office Suites	60,000 SF	750	685	89	12	76
TOTAL GROSS TRIPS (PROPOSED)			685	89	12	76

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	24 units	210	228	24	15	9
TOTAL GROSS TRIPS (EXISTING)			228	24	15	9

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	65	-3	67

Any commercial development will be expected to connect to the City's water and wastewater facilities when available. The City currently has capacity available for water and sewer.

REZONING

The proposed General Commercial (C-2) zoning district allows for retail sales and services, professional office, personal services, financial services, convenience stores with or without fuel operations, restaurants, etc. The subject site is located within a transitioning area along CR 466A and Timbertop Lane. The requested zoning of General Commercial (C-2) is compatible with the area.

Recommendation

SMALL SCALE LAND USE AMENDMENT

The requested land use of Commercial is consistent with the city's comprehensive plan and is compatible with the surrounding area. It is recommended that the land use of be approved.

ZONING

The subject site is located within a transitioning area along CR 466A. The requested zoning of General Commercial (C-2) is compatible with the area. Staff recommends approval of the

DRAFT

rezoning. Prior to any development and/or redevelopment, the property owner will need to submit a site plan meeting the requirements of the LDRs.

FUTURE DEVELOPMENT

The applicant has been advised that access to the commercial parcel will require a minimum 50' easement for access.

DRAFT

AGENDA ITEM NUMBER
7n

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Quasi-Judicial Public Hearing – Second Reading - Ordinance 2016-028 – Rezoning**				
For the Meeting of:	November 10, 2016				
Submitted by:	Community Development Director/City Attorney				
Date Submitted:	October 6, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Proposed ordinance was considered before the LPA. (The first reading was held on October 27, 2016.)

Action to be Taken: Enact Ordinance 2016-028.

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2016--028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 6.0 ± ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Charles Johnson as applicant, on behalf of Kurt and Suzanne Damron, Owners, requesting that approximately 6.0 acres of real property generally located north of CR 466A and west of Timbertop Lane (the "Property") be rezoned from Lake County Agriculture (AG) to General Commercial (C-2) 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 rezoning has been properly published; and

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

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

Section 1. The following described property consisting of approximately 6.0 ± acres of land generally located north of CR 466A and west of Timbertop Lane shall hereafter be designated as C-2, General Commercial, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: The South 435 feet of the West 435 feet of the Southeast ¼ of the Northeast ¼ of Section 6, Township 19 South, Range 24 East, lake County, Florida; and Begin at the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, Lake County, Florida, run South 80.47 feet, thence East 420 feet; thence South 139.01 feet, thence East 178.16 feet, thence North 219.48 feet to the North line of the Northeast ¼ of the Southeast ¼, thence West 598.6 feet to the Point of Beginning.

Parcel Alternate Key No. 3693752

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

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

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

Section 6. This Ordinance shall become effective immediately upon the effective date of the comprehensive plan amendment for the subject property. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

_____
, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Esther Coulson, CMC, City Clerk
(SEAL)

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading October 27, 2016

Passed Second Reading_____

AGENDA ITEM NUMBER
9b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report				
For the Meeting of:	November 10, 2016				
Submitted by:	City Attorney				
Date Submitted:	November 3, 2016				
Are Funds Required:			Yes	X	No
Account Number:					
Amount Required:					
Balance Remaining:					
Attachments:	Lake County BCC Agenda Item Cover Sheet, Ordinance and Economic Impact Statement				

Description of Item: Please find below items to report to the City Commission.

Lake County Ordinance establishing temporary Moratorium prohibiting medical cannabis activities until May 23, 2017. On October 25, 2016 the Lake County Board of County Commissioners held the first public hearing on this ordinance. The second and final public hearing will be held on November 8, 2016. According to the ordinance the moratorium will give the County time to discuss impacts of medical cannabis dispensing facilities, evaluate whether regulations pertaining to the location and number of dispensing facilities is justified and appropriate, and discuss with the cities in Lake County. The moratorium is only effective in the unincorporated areas of Lake County, and does not impose a moratorium within the cities, except if the City does not have its own business tax receipt program or requires a County business tax receipt, as this instructs that the County will not issue a business tax receipt. If the Commission desires for a moratorium to be in place within the City of Fruitland Park, the Commission will need to adopt a similar ordinance.

Angelica Dobruck vs. City of Fruitland Park, et. al: A Motion to Dismiss Plaintiff's First Amended Complaint was filed on behalf of the City on August 30, 2016. The Court has not ruled on the Motion to Dismiss as of the date of this report.

George Fernandez v. City of Fruitland Park: In response to the City's Motion to Dismiss Plaintiff filed on August 4, on August 17 the Plaintiff filed an Amended Complaint. A response to the Amended Complaint was filed on August 26 in the form of a Motion to Dismiss. The Court has not ruled on the Motion to Dismiss as of the date of this report.

Action to be Taken: No action required

Staff's Recommendation: N/A

Additional Comments:

Reviewed by: _____

Authorized to be placed on the ☐Regular ☐Consent agenda: _____

Mayor

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 10/12/2016
TO: David Heath, County Manager
THRU:

MEETING DATE: 10/25/2016
ITEM TYPE: Public Hearing
ITEM ID: 3197

BY: Nova Atkinson, Paralegal
SUBJECT: First Public Hearing of an ordinance establishing a temporary Moratorium within unincorporated areas of Lake County prohibiting medical cannabis activities until May 23, 2017

RECOMMENDATION/REQUIRED ACTION:
First Public Hearing of an ordinance establishing a temporary Moratorium within unincorporated areas of Lake County prohibiting medical cannabis activities until May 23, 2017. There is no fiscal impact.

BACKGROUND SUMMARY: On the November 8, 2016 General Election there is a referendum pertaining to the Use of Marijuana for Debilitating Medical Conditions.

On October 11, 2016, the Board approved advertising an ordinance imposing a Moratorium until May 23, 2017 on the issuance of any new business tax receipts by the Tax Collector to any person or entity relating to medical cannabis activities. The Moratorium allows the Board and the municipalities the opportunity to determine proper regulations regarding such businesses and facilities, if deemed advisable.

There is no fiscal impact.

Fiscal Impact:

None
Account No.:
Advertised Date:

Paper: Lake Sentinel

October 14, 2016
Attachments:

1.	Proposed Ordinance
2.	Economic Impact Statement

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 10/12/2016
Melanie Marsh	Approved - 10/14/2016
Jennifer Barker	Approved - 10/17/2016
Steve Koontz	Approved - 10/17/2016

Melanie Marsh	Approved - 10/17/2016
Niki Booth	Final Approval - 10/17/2016

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Summary of Ordinance
The purpose of this Ordinance is to establish a temporary moratorium concerning medical cannabis activities, also referred to as medical marijuana, in Lake County, Florida, until May 23, 2017, or until such time as the County has determined the impacts and regulations, if necessary, regarding such activities.

ORDINANCE 2016 -_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREAS OF LAKE COUNTY PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida legislature passed the Compassionate Medical Cannabis Act ("Compassionate Use Act") legalizing the cultivation, processing and dispensing of low-THC cannabis by a qualified dispensing organization for qualified patients; and

WHEREAS, in 2016, the Florida legislature amended the Right to Try Act, amending the Compassionate Use Act and legalized the cultivation, production and dispensing of medical cannabis, and derived products, by a qualified dispensing organization for eligible patients; and

WHEREAS, future constitutional amendments and legislation may further expand the legal use of medical cannabis in Florida; and

WHEREAS, businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the Board of County Commissioners desires to discuss the impacts of medical cannabis dispensing facilities on both city and county residents with the fourteen (14) municipalities located within Lake County; and

WHEREAS, the Board and the municipalities need time in which to evaluate whether regulations pertaining to the location and number of dispensing facilities are justified and appropriate; and

WHEREAS, the Board of County Commissioners finds that regulation of the cultivating and dispensing of cannabis will benefit the health, safety and welfare of the residents of both incorporated and unincorporated Lake County and will reduce adverse impacts on the community; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on cannabis dispensing businesses, as defined herein, for a period of time that is reasonably necessary for the Board of County Commissioners and/or the municipalities to determine proper regulations regarding such businesses and facilities, if deemed advisable.

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

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

Section 2. **Amendment.** The following new article entitled "Medical cannabis activities" is hereby included as Lake County Code, Chapter 3, Article IX, stating as follows:

ARTICLE IX. MEDICAL CANNABIS ACTIVITIES.

Sec. 3-65. Definitions.

For the purposes of this article, the following terms, whether appearing in the singular or plural form, shall have the following meanings:

Low-THC cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Medical cannabis activities means the growing, plating, harvesting, drying, processing and wholesale and retail sale of Medical cannabis, including Low-THC cannabis and derivative products, or any subset of such activities, or any related activities.

Medical cannabis means the substance defined in section F.S. § 381.986, as may be amended.

Sec. 3-66. Moratorium.

(a) As of the effective date of this article, a moratorium shall exist until May 23, 2017, or sooner as provided herein, during which time the tax collector shall not issue any new local business tax receipt to any person or entity for the purpose of engaging in, operating, or managing a business or facility for Medical cannabis activities.

(b) The moratorium shall expire upon the earlier of the following:

(1) On May 23, 2017;

(2) The effective date of an ordinance, adopted by the board of county commissioners, to address Medical cannabis activities in Lake County; or

(3) At such time as the board of county commissioners receives a report from county staff regarding the impact of Medical cannabis activities in Lake County and votes by majority vote to repeal this moratorium.

(c) The on-site sale, provision, or dispensing of Medical cannabis, Low-THC and cannabis derivative products in unincorporated Lake County is prohibited during the moratorium period, except as set forth in applicable federal, state or local law.

Section 3. **Inclusion in Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity

shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for the State of Florida.

Section 6. **Effective Date.** This ordinance shall become effective as provided for by law.

ENACTED this day of _____ day of _____, 2016.

FILED with the Secretary of State the ____ day of _____, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Neil Kelly, Clerk of the
Board of County Commissioners of
Lake County, Florida

_____
Sean M. Parks, Chairman

This ____ day of _____, 2016.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

LAKE COUNTY
FLORIDA

ECONOMIC IMPACT STATEMENT

Contact Information

Date:	10/05/16	Contact Name:	Melanie Marsh
Dept./Division:	County Attorney's Office	Contact Phone:	(352) 343-9787

Ordinance Information

Describe the ordinance:
The purpose of this Ordinance is to establish a temporary moratorium concerning medical cannabis activities, also referred to as medical marijuana, in Lake County, Florida, until May 23, 2017, or until such time as the County has determined the impacts of medical cannabis activities in Lake County and regulations, if necessary, regarding such activities.

Describe the direct economic impact of the ordinance upon the operation of the County:

There is no direct economic impact.

Describe the direct economic impact of the ordinance upon the property owner/taxpayers/citizens who are expected to be affected:

There is no direct economic impact.

Identify any potential indirect economic impacts, positive or negative which might occur as a result of the ordinance:

There is no potential for indirect economic impacts.