

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
JUNE 25, 2026, at 6:00 p.m.
City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731**

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Chuck Padgett, Trinity Assembly**
Pledge of Allegiance – Police Chief **Henry Rains**

2. ROLL CALL

3. PRESENTATIONS

- (a) Swearing-In Ceremony** (city manager/mayor)
Oath of Office to be administered to **Police Chief Henry Rains**

4. CONSENT AGENDA

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

- (a) Approval of Minutes** (city clerk/city manager)

June 8, 2026, Emergency City Commission Meeting
June 11, 2026, Regular City Commission Meeting

5. REGULAR AGENDA

Development of the new fee schedule referenced in Items 5a and 5b is underway, and it will be provided upon completion.

- (a) Resolution 2026-030, Building Permit Fee and Fire Plan Review and Inspection Fee Schedule** (city attorney/city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING FEES FOR BUILDING PERMITS, FIRE PLAN REVIEW AND INSPECTIONS; AND PROVIDING AN EFFECTIVE DATE.

- (b) **Resolution 2026-031, Approving the First Amendment to Agreement between Alpha International I LLC, and the City of Fruitland Park** (city attorney/city manager/community development)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN ALPHA INTERNATIONAL I LLC AND THE CITY OF FRUITLAND PARK FOR BUILDING PERMITTING SERVICES; PROVIDING AN EFFECTIVE DATE.

6. PUBLIC HEARING

END OF PUBLIC HEARING

7. (a) **City Manager**

- (b) **City Attorney**

8. UNFINISHED BUSINESS

9. 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.

10. COMMISSIONER COMMENTS

- (a) **Vice Mayor DeGrave**

- (b) **Commissioner Williams**

- (d) **Commissioner Raysin**

11. MAYOR’S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

Mondays, Wednesdays & Fridays	Miles & Smiles Wellness Program
Mondays, June	Summer Camp Program in Progress
Mondays, June	Summer Reading Program in Progress
Tuesdays, Beginning June 9th	Dancing Through the Decades 6:00 p.m. at the Gardenia Center
Friday, July 3rd	City Offices will be Closed in Observance of Independence Day
Thursday, July 9th	City Commission Meeting
Tuesday, August 18th	Election Primary Seat 3

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: **4a**

ITEM TITLE: **Consent Agenda – Approval of Minutes**

MEETING DATE: June 11, 2026

DATE SUBMITTED: June 9, 2026

SUBMITTED BY: (See below)

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

(a) Minutes Approval

June 8, 2026 – Emergency City Commission meeting

June 11, 2026 – Regular City Commission meeting

FUNDS BUDGETED: N/A

ATTACHMENTS: Draft minutes

RECOMMENDATION: Consider approval of the consent agenda as presented.

ACTION: **Approval of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION
EMERGENCY MEETING MINUTES
JUNE 8, 2026**

An emergency meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida on Monday, June 8, 2026, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Michael Raysin

Members Absent: Commissioner Martina Williams; District 3 Seat Vacant

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Human Resources Director John Klein; Finance Director Kim Gehrke, Community Services Director Barbara Fields, Public Works Director Robb Dicus, and Gwen Johns, City Clerk.

Total Attendance: 10

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

After Mayor Cheshire called the meeting to order, he led Pledge of Allegiance to the flag.

2. ROLL CALL

After the Pledge of Allegiance, Mayor Cheshire called the meeting to order and requested that Ms. Johns call roll where a quorum was declared present.

3. AGENDA ITEM

- (a) Resolution 2026-029, Calling for an Election to Fill Vacancy on the City Commission for District 3, Setting an Election Date and Setting a Qualifying Period.**

Ms. Geraci-Carver read Resolution 2026-019 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR AN ELECTION TO FILL A VACANCY ON THE CITY COMMISSION FOR DISTRICT 3; SETTING AN ELECTION DATE; NAMING THE VACANCY TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Raysin to approve Resolution 2026-029.

Carl Yauk, 1123 Ritter Road, asked what efforts would be made to publicize the vacancy for the District 3 Commission seat and inform interested residents about the application process.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

END OF PUBLIC HEARING

4. ADJOURNMENT

The meeting adjourned at 6:03 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
JUNE 11, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida on Thursday, June 11, 2026, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners Martina Williams, and Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Police Chief Henry Rains, Lieutenant Courtney Corman, Sergeant Anthony Buehler, Finance Director Kim Gehrke; Community Development Administrative Manager Sharon Williams, Permit Tech Brenda Sigala, Interim Community Development Director Michael Rankin, Director of Community Services Barbara Fielder.

Total Attendance: 49

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Pastor George Mulford of Grace Bible Baptist Church.

Police Chief Rains led the Pledge of Allegiance to the flag.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced decorum for the meeting. He then requested that Ms. Johns call roll where a quorum was declared present.

3. CONSENT AGENDA

(a) Approval of Minutes.

May 28, 2026, Regular City Commission Meeting

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the Consent Agenda, as presented. Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 4-0.

4. REGULAR AGENDA

- (a) Resolution 2026-027, Approval of Preliminary Plan for Approximately 32.03± Acres generally located South of Myrtle Lake Avenue and West of CR468,**

CR468 Subdivision. Petitioner: Burgland Capital (c/o Frank Bombeck) on behalf of the owner, William Kent Stokes Trust.

Ms. Geraci-Carver read Resolution 2026-027, by title only:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAT APPROVAL FOR MYRTLE LAKE ESTATES GENERALLY LOCATED SOUTH OF MYRTLE LAKE AVENUE, EAST OF STEPHENSON LANE, WEST OF CR468, AND NORTH OF LEWIS ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Raysin and seconded by Commissioner Williams to approve Resolution 2026-027. Mayor Cheshire called for a roll call vote and declared the motion carried unanimously, 4-0.

(b) Discussion and Direction re: Appointment of Someone to Serve as District 3 Commissioner through November 3, 2026 Election

Attorney Geraci-Carver stated that someone could be appointed at any time to fill the vacancy. She noted that the Charter does require that someone be appointed. Mayor Cheshire thought it would be better to have someone appointed who is not a candidate for the district 3 seat.

The City Commission agreed that door hangers would be appropriate to encourage interest in finding someone to appointment to the District 3 seat, serving on City Commission through the November 3, 2026, general election. Ms. Manila stated that staff would proceed with promoting the short-term appointment opportunity.

5. PUBLIC HEARING

(a) Second Reading of Ordinance 2026-010, Second Petition to Amend the Boundaries of the Enclave at Lake Geneva CDD, adding approximately 30.526± acres to the overall development.

Ms. Geraci-Carver read Ordinance 2026-010 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT TO INCLUDE AN ADDITIONAL 30.526 +/- ACRES PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE LEGAL DESCRIPTION OF THE REVISED EXTERNAL BOUNDARIES OF THE DISTRICT; AMENDING THE DISTRICT BOUNDARIES AS ESTABLISHED IN ORDINANCE 2024-01 AND ORDINANCE 2025-018; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Raysin to approve the Second Reading of Ordinance 2026-010.

Mayor Cheshire called for public comments.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

- (b) First Reading of Ordinance 2025-014, Annexation of Approximately 14.86± Acres of Property Generally Located South of Myrtle Lake Avenue and West of CR468, FPSF Stephenson Lane. Petitioner: Kimley Horn (Joshua Conradi, PE), on behalf of owner, Invco Group LLC. (city manager/city attorney/community development)**
- (c) First Reading of Ordinance 2025-015, Comprehensive Plan Amendment for Approximately 14.86± Acres of Property Generally Located South of Myrtle Lake Avenue and West of CR468, FPSF Stephenson Lane. Petitioner: Kimley Horn (Joshua Conradi, PE), on behalf of owner, Invco Group LLC. Quasi-Judicial Hearing (city manager/city attorney/community development)**
- (d) First Reading of Ordinance 2025-016, Rezoning of Approximately 14.86± Acres of Property Generally Located South of Myrtle Lake Avenue and West of CR468, FPSF Stephenson Lane. Petitioner: Kimley Horn (Joshua Conradi, PE), on behalf of owner, Invco Group LLC. Quasi-Judicial Hearing (city manager / city attorney/community development)**

APPLICANT HAS REQUESTED THE PREVIOUS THREE (3) ITEMS BE TABLED.

Ms. Geraci-Carver advised the City Commission that one motion could be made to table all three ordinances, as requested.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to TABLE Ordinance Nos. 2025-014, 2025-015, and 2025-016. Mayor Cheshire called for a vote and declared the motion carried unanimously, 4-0.

- (e) Second Reading of Ordinance 2025-025, Annexation of Approximately 93.73± Acres of Property Generally Located North of CR 466A and West of Micro Racetrack Road, Vita Serena, Petitioner: Richard Wohlfarth on behalf of the owner, Joseph C. Burke, Jr., Trust. (city manager/city attorney/community development)**

AT FIRST READING, THIS ITEM WAS DENIED BY THE CITY COMMISSION ON 01/08/2026.

Ms. Geraci-Carver read Ordinance 2025-025 by title only.

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 93.73± ACRES OF LAND GENERALLY LOCATED NORTH OF CR466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

Ms. Geraci-Carver stated that the applicant had submitted an amended comprehensive plan amendment which previously was requesting multi-family land use designation. They have changed that to single family medium density, less density than what is allowed in the comprehensive plan.

Richard Wohlfarth, representing the property owner, stated there were three related agenda items for consideration and noted the development plan had previously been discussed at a February workshop. He provided a brief overview of the project and highlighted revisions made since that workshop. He explained that the developer is coordinating AdventHealth to install a traffic signal near Oliver Lane and construct a roundabout on Micro Racetrack Road to address traffic flow.

In response to Commission questions, Mr. Wohlfarth explained that the proposed roads are intended to be public, with City ownership and Community Development District (CDD) maintenance. He noted Oliver Lane could eventually serve as a bypass for Micro Racetrack Road. He also confirmed that the project amenities are included in the Master Development Agreement (MDA), although final details are still being refined. Additionally, he confirmed that long-term control of the CDD would transition to an elected board of residents. It was also noted that the development includes 104 parking spaces.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the Second Reading of Ordinance 2025-025.

During public comment, several residents raised concerns about annexation, infrastructure, and growth management.

Carl Yauk, 1123 Ritter Road, questioned whether the City was legally required to approve the annexation, to which City Attorney Anita Geraci-Carver clarified that approval is not mandatory. He also raised concerns regarding traffic impacts, school overcrowding, and how growth decisions are made in Fruitland Park.

Additional speakers focused on infrastructure and capacity concerns. Chuck Padgett, 1740 Myrtle Lake Avenue, criticized the parking design, arguing that the proposed spaces would

not accommodate the number of vehicles anticipated, and urged developers to contribute more toward road improvements.

Mitchell Langley, 101 S Valley Road, emphasized that annexation is discretionary and suggested denying annexation could help slow growth.

Sarah McCallum, 2125 Miller Blvd, questioned the adequacy of public notice for the annexation and expressed concern that infrastructure capacity may not be sufficient to support the proposed development.

Mayor Chris Cheshire echoed concerns raised by residents, particularly regarding infrastructure and the uncertainty surrounding potential tax changes. He stated he believed further annexations should be paused until the City has greater clarity on future tax impacts and service capacity. Commissioner Michael Raysin agreed with the Mayor's position.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-1. Mayor Cheshire dissenting.

- (f) **First Reading of Ordinance 2025-026, Comprehensive Plan Amendment for Approximately 95.35± Acres Generally Located North of CR466A and West of Micro Racetrack Road, Vita Serena, Petitioner: Richard Wohlfarth on behalf of the owner, Joseph C. Burke, Jr., Trust. Quasi-Judicial Hearing** (city manager/city attorney/community development)

AT FIRST READING, THIS ITEM WAS DENIED BY THE CITY COMMISSION ON 01/08/2026.

Ms. Geraci-Carver read Ordinance 2025-026 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY ON 95.35± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the Second Reading of Ordinance 2025-026.

Mayor Cheshire called for public comments.

Ms. McCallum asked about notices to property owners. Ms. Geraci noted that staff would have that information.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-1. Mayor Cheshire dissenting.

- (g) First Reading of Ordinance 2025-027, Rezone to Planned Unit Development, Approximately 95.35± Acres Generally Located North of CR466A and West of Micro Racetrack Road, Vita Serena, Petitioner: Richard Wohlfarth on behalf of the owner, Joseph C. Burke, Jr., Trust. Quasi-Judicial Hearing (city manager/city attorney/community development)**

AT FIRST READING, THIS ITEM WAS TABLED BY THE CITY COMMISSION ON 01/08/2026.

Ms. Geraci-Carver read Ordinance 2025-027 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.35± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the Second Reading of Ordinance 2025-027.

Mayor Cheshire called for public comments.

Sarah McCallum again voiced concerns regarding the annexation notices and the broader tax implications of the proposed development. She argued that converting a commercially zoned C-2 parcel to residential use was not in the City's best interest, particularly given existing tax concerns. She stressed the importance of evaluating the City's overall tax base and urged the Commission to reject the commercial zoning change.

Carl Yauk reiterated his concern about who should guide growth in Fruitland Park, questioning whether decisions should be made by developers or by the residents and the City's long-term interests.

Responding to the concerns, Richard Wohlfarth, representing the applicant, clarified that the C-2 parcel in question is primarily frontage that will become right of way. He stated that while the project could result in an estimated 30% reduction in potential tax revenue, the

development would still provide a net tax benefit to the City. Addressing infrastructure concerns, he explained that the existing water plant has adequate capacity, with the primary issue being system redundancy. He noted the new water plant would address that need for both current and future developments. Mr. Wohlfarth added that construction is anticipated to begin in January, with the subdivision taking approximately one year to complete, meaning the first residential units would likely not be available until 2028. He also responded to concerns regarding driveway and parking capacity, stating the design would provide adequate room for vehicles.

Vice Mayor Patrick DeGrave asked about language in the Master Development Agreement (MDA) concerning infrastructure, specifically sewer capacity, and questioned how the development would proceed if the sewer plant is not yet operational. Mr. Wohlfarth explained that the MDA provides that capacity is not reserved or guaranteed until a developer or builder pays for it, meaning they do not secure ownership of that capacity in advance.

Several residents spoke in opposition to continued development and annexation, emphasizing concerns about infrastructure, community character, and quality of life.

Mitchell Langley stated that development is moving forward without infrastructure being prioritized and urged the City Commission to put residents' interests first.

Ken Hutchinson, 107 E Lavista Street, expressed frustration that while more development is being proposed, existing areas within Fruitland Park are being neglected and deteriorating.

Chuck Padgett referenced previously approved developments near his home, describing them as an eyesore, and thanked Mayor Chris Cheshire for opposing the Vita Serena ordinances.

Vincent Polite, 1908 Bell Creek Loop, spoke in favor of preserving Fruitland Park's small-town character, urging the City to focus on resolving current issues rather than approving more growth. He later questioned how much outreach commissioners had done with constituents before placing the item on the agenda.

Shayna Grunewald, 929 Hawk Landing, argued that residents' preferences for larger lots are often ignored by developers and said the annexation itself is the central issue.

David Booth, 1111 Myrtle Breezes Court, raised concerns about the loss of commercially zoned land, questioning where future businesses would locate if land continues to be converted to residential use. He noted that growth impacts extend beyond infrastructure alone.

Jay McCallum, 101 S Dixie Ave, voiced concerns about the City's growth and criticized a recent Planning and Zoning Magistrate meeting as lacking meaningful public input.

Hannah Warren, 1000 Myrtle Breezes Court, urged the Commission to consider the younger generation, citing overcrowded schools, strained grocery resources, and the presence of abandoned or unoccupied developments as evidence that existing community needs should be addressed before additional growth is approved.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-1. Mayor Cheshire dissenting.

END OF PUBLIC HEARING

6. (a) City Manager

Nothing additional to report.

(b) City Attorney

Nothing additional to report.

7. UNFINISHED BUSINESS

There was no unfinished business.

8. PUBLIC COMMENTS

Ken Hutchinson, of 107 E Lavista Street and business owner at 3374 US 27, stated that many citizens do not attend meetings because they feel their concerns are not taken into consideration. He also commented on Code Enforcement matters.

Chuck Padgett thanked the City Commission for listening to residents and stated that he has always received responsive service from the City when he has needed assistance. He expressed support for development similar to The Villages.

Sarah McCallum thanked City staff for their responsiveness, specifically recognizing Emily Church for her prompt assistance. She suggested that she would like to record and live stream commission meetings on YouTube and stated that Fruitland Park should invest in a full-time development director.

Carl Yauk expressed disappointment that citizens' concerns do not appear to be heard. Mitchell Langley echoed prior comments and stated that change is necessary. Jay McCallum questioned how much evidence is needed to support the City Commission's decision-making process.

Bubba Allen, of 907 Paso Alley, raised concerns regarding rocks placed along the edge of a roadway in his neighborhood, stating that they are located adjacent to roadway easements and have contributed to vehicle accidents. He requested a thorough review and asked if any rocks located

within the public right-of-way be removed immediately. Ms. Manila advised that the area in question is located within a county right-of-way. Mayor Chris Cheshire directed staff to have Public Works review and remove the rocks. Mr. Allen also requested that Mr. Treadway be informed that he does not own the right-of-way. A resident of 909 Paso Alley echoed Mr. Allen's concerns.

9. COMMISSIONERS' COMMENTS

- (a) **Vice Mayor DeGrave** – Nothing to report.
- (b) **Commissioner Williams** – Nothing to report.
- (c) **Commissioner Raysin** – Nothing to report.

10. MAYOR'S COMMENTS

Mayor Cheshire announced upcoming dates to remember.

Mondays, Wednesdays & Fridays	Miles & Smiles Wellness Program
Monday, June	Summer Camp Program in Progress
Monday, June	Summer Reading Program in Progress
Tuesdays, Beginning June 9 th	Dancing Through the Decades 6:00 p.m. at the Gardenia Center
Saturday, June 13 th	Derby Kart Race
Tuesday, June 25 th	City Commission Meeting 6:00 p.m.
Friday, July 3 rd	City Offices will be Closed in Observance of Independence Day

11. ADJOURNMENT

The meeting adjourned at 7:38 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 5a

ITEM TITLE: **RESOLUTION 2026-030 RE: BUILDING PERMIT FEE AND FIRE PLAN REVIEW AND INSPECTION FEE SCHEDULE**

MEETING DATE: June 25, 2026

DATE SUBMITTED: June 17, 2026

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **RESOLUTION 2026-030 RE: BUILDING PERMIT FEE AND FIRE PLAN REVIEW AND INSPECTION FEE SCHEDULE**

Florida House Bill 803 was approved by the Florida Legislature and approved by the Governor in Chapter 2026-63, Laws of Florida. Chapter 2026-63 prohibits building permit fees to be calculated on the value of the improvement and instead requires that a permit fee be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes. It also prohibits inspection fees from being based on the total cost of a project or exceed the actual inspection costs incurred by the City. The new law also requires a local government to exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than \$7,500 on the owner's property, with certain exemptions. One such exemption is electrical, plumbing, structural, mechanical, or gas work. Another exemption is work on property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code. To qualify for an exemption the owner or owner's contractor must submit a written request and a copy of the contract or other documentation demonstrating the nature and value of the work to be performed. Additionally, the City may not charge fees for plans review or building inspections if the fee owner or fee owner's contractor hires a private provider to perform such services. The City is also precluded from charging a punitive administrative fee when an owner has chosen to work with a private provider.

If a private provider is retained for plans review or building inspection services for a commercial construction project, the City must reduce the permit fee by at least 25% of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If for both services then the total permit fee must be reduced by at least 50% of the amount otherwise charged. The City will forfeit its ability to collect any fees for the commercial construction project if it fails to do so. Surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. The City is precluded from charging a reinspection or reaudit fee as a result of the City's audit inspection occurring before the performance of the private provider's inspection or

for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

The City's current fee schedule is based on valuation of projects which is now prohibited by Chapter 2026-63 effective July 1, 2026. The proposed Fee Schedule amends the City's current fee schedule to comply with the new law.

The attached resolution approves the new fee schedule for building permit fees and fire plan review and inspection fees.

FUNDS REQUIRED: **None**

ATTACHMENTS: **Resolution 2026-030**
 Exhibit 1 – Fee Schedule

ACTION: **Approve or Deny Resolution 2026-030**

RECOMMENDATION: **Approve Resolution 2026-030**

RESOLUTION 2026-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING FEES FOR BUILDING PERMITS, FIRE PLAN REVIEW AND INSPECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to §633.216, Florida Statutes and Appendix A of the City of Fruitland Park Code of Ordinances to establish a schedule of fees for building permits and inspections conducted pursuant to Florida law; and

WHEREAS, it is necessary to adopt a new fee schedule relating to building permits and inspections because the current fee schedule calculates fees based on valuation of the improvement which is now prohibited by Chapter 2026-63 as of July 1, 2026; and

WHEREAS, Chapter 2026-63 requires that a permit fee be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes;

WHEREAS, the new law also requires a local government to exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than \$7,500 on the owner's property, with certain exemptions; and

WHEREAS, the City may not charge fees for plans review or building inspections if the fee owner or fee owner's contractor hires a private provider to perform such services, and for commercial construction projects the City must reduce the permit fee by at least 25% of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If for both services, then the total permit fee must be reduced by at least 50% of the amount otherwise charged; and

WHEREAS, the City Commission desires to establish a schedule of fees that complies with the new law; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined the fees set forth herein are based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes.

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

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

2. The City Commission adopts the fees set forth in **Exhibit 1** – attached hereto and incorporated herein. Exhibit 1 includes fees for: Building Permits, Fire Plan Review and Inspections.
3. Any fees in conflict herewith are hereby repealed.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 25th day of June, 2026, by the City Commission of the City of Fruitland Park, Florida.

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

SEAL

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Williams	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Raysin	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
District 3 VACANT	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

City of Fruitland Park

Current Fee Schedule vs. Proposed Fee Schedule City Commission Review

Any person failing to obtain any of the below listed building permits, if required or if necessitated by the project, prior to commencement of construction shall be charged double the charge shown below for each required permit which the person failed to timely obtain.

Administrative Fees

Category	Current	Proposed
Application Intake	Commercial - \$50 Residential \$25	\$65
Admin Fee	15% of permit fees, minimum 7.50	15% of permit fees, minimum 7.50
Contractor Change	N/A	\$75
Subcontractor Change	N/A	\$40
Permit Extension	N/A	Greater of \$125 or 10%
Temp CO Residential	N/A	\$150
Temp CO Commercial	N/A	\$300
Special Event Permit	\$100 (per Ordinance 2015-002)	\$100 (per Ordinance 2015-002)
State Surcharge DBPR	Per Florida Statute	Per Florida Statute
State Surcharge DCA	Per Florida Statute	Per Florida Statute

Residential Permit Comparison

Permit Type	Current	Proposed
New Single Family	\$40 plus \$4.10 per \$1,000 value	\$0.95/sf + trades \$0.13/sf
Addition	\$40 plus \$6 per \$1,000 value	\$0.95/sf (\$200 min) + trades \$0.13/sf
Remodel / Alteration	\$40 plus \$6 per \$1,000 value	\$0.95/sf (\$200 min) + trades \$0.13/sf
Roof Replacement	\$40 plus \$6 per \$1,000 value	\$225
Windows / Doors	\$40 plus \$6 per \$1,000 value	\$175
Fence	\$50	\$125
Solar PV	\$375	\$500
Manufactured Home	N/A	\$650
Pool (Above Ground)	\$300	\$300
Pool (In-Ground)	\$40 plus \$6 per \$1,000 value	\$650
Portal Spa	N/A	\$50
Demolition	\$150	\$175

Electrical	\$40 plus .70 per \$1,000 value	\$175
Mechanical	\$40 plus .70 per \$1,000 value	\$175
Plumbing	\$40 plus .70 per \$1,000 value	\$175
Gas	\$40 plus .70 per \$1,000 value	\$175
Irrigation	\$40 plus .70 per \$1,000 value	\$175
Driveway	\$25	\$125
Zoning Clearance	\$25	\$50
Building Accessory	\$40	\$40
Plan Review	Half of the Building Permit Fee, Minimum \$40	Included (if private provider 15% reduction of permit fee)
Plan Re-review	\$40 plus .40 per \$1,000 value	\$75
Inspections	Included	Included (if private provider 15% reduction of permit fee)

Commercial Permit Comparison

Permit Type	Current	Proposed
Commercial	\$50 plus \$5.75 per \$1,000 value	\$2.50/sf + trades \$0.31/sf
Commercial Alteration	\$50 plus \$6 per \$1,000 value	\$2.50/sf + trades \$0.31/sf
Roofing	\$75 plus \$.70 per \$1,000 value	\$0.12/sf
Demolition	\$300	\$350
Electrical	\$75 plus \$.70 per \$1,000 value	\$300
Mechanical	\$75 plus \$.70 per \$1,000 value	\$300
Plumbing	\$75 plus \$.70 per \$1,000 value	\$300
Gas	\$75 plus \$.70 per \$1,000 value	\$300
Irrigation	\$75 plus \$.70 per \$1,000 value	\$300
PV Solar	N/A	\$850
Driveway	\$50	\$250
Fence	\$100	\$125
Zoning Clearance	\$50	\$75
Commercial Solar	N/A	\$850
Monument Sign	N/A	\$450
Change of Occupancy	N/A	\$350
Plan Review	Half of the Building Permit Fee, Minimum \$100	25% of Commercial Fees
Plan Re-review	\$100 plus \$1.25 per \$1,000 value	\$150

Inspection Fees

Item	Current	Proposed
Re-inspection	\$50	\$95
Partial Inspection	N/A	\$125
After Hours	\$60 per hour	\$60 per hour

Floodplain Development

Permit Type	Current	Proposed
Permit Application	N/A	\$80
Determination Letter	N/A	\$30
Consultant Charges	Actual Cost	Actual Cost

Private Provider Reduction for Commercial

Service	Current	Proposed
Inspection Only	No Inspection Cost	25% reduction of permit fee
Plan Review Only	No Plan Review Cost	No Plan Review Cost
Inspection & Plan Review	No Inspection or Plan Review Cost	25% reduction of permit fee No Plan Review Cost

Fire Fees

Fire Plan Review and Inspection Fees – Pass Through Fees – Not to be Split with City of Fruitland Park

Permit Type	Current	Proposed
Fire Safety Review and Inspection	\$75 plus \$5 per \$1,000 value	\$4.75 per sq ft
Fire Development Review Fee	\$250 per review up to 1 acre; \$500 over 1 acre	\$250 per review up to 1 acre; \$500 over 1 acre
Fire System Permit	\$75 plus \$9 per \$1,000 value	\$4.75 per sq ft
Fire System Plan Review	1/2 of total Fire System Permit, minimum \$75.00	1/2 of total Fire System Permit, minimum \$75.00

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

ITEM TITLE: **RESOLUTION 2026-031, APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH ALPHA INTERNATIONAL I, LLC FOR BUILDING PERMIT SERVICES**

MEETING DATE: June 25, 2026

DATE SUBMITTED: June 17, 2026

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **RESOLUTION 2026-031 RE: FIRST AMENDMENT TO AGREEMENT FOR BUILDING PERMIT SERVICES**

The City has a current contract with Alpha International I, LLC for building official services, permitting and inspections that became effective September 26, 2024, for a five-year term. The Agreement provides that Alpha will be compensated based on a percentage of the fees set forth on the adopted fee schedule, which is an attachment to the Agreement, and represents the minimum fees that may be collected by the City. The adopted fee schedule is based on valuation of projects which is now prohibited by Chapter 2026-63 effective July 1, 2026. Chapter 2026-63 prohibits building permit fees to be calculated on the value of the improvement and instead requires that a permit fee be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes. The First Amendment amends the Agreement to comply with the new law. It incorporates a new fee schedule and updates the city clerk contact information for purposes of public records law notice.

The attached resolution approves the First Amendment.

FUNDS REQUIRED: **None**

ATTACHMENTS: **Resolution 2026-031 First Amendment Executed Agreement Effective September 26, 2024**

ACTION: **Approve or Deny Resolution 2026-031**

RECOMMENDATION: **Approve Resolution 2026-031**

RESOLUTION 2024-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT FOR MUNICIPAL INSPECTION SERVICES BETWEEN ALPHA INTERNATIONAL I LLC AND THE CITY OF FRUITLAND PARK FOR TERM OF FIVE YEARS AND INCLUDES FIRE PLAN REVIEW AND INSPECTION SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park requires a highly qualified, professional inspection service, to provide a Building Official and to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and Florida Statute 468 Part XII; and

WHEREAS, Alpha International I LLC proposes to continue to provide inspection services for the City of Fruitland Park; and

WHEREAS, the current agreement between the parties expires December, 2024; and

WHEREAS, it is necessary to include fire plan review and inspections into the scope of services being provided; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds entering into an agreement with Alpha International I LLC is beneficial to the City of Fruitland Park and its residents and businesses; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement for Municipal Inspections Services between Alpha International I LLC and the City of Fruitland Park, Florida.

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

Section 1. The Agreement for Municipal Inspection Services between Alpha International I LLC and the City of Fruitland Park, Florida, a copy of which is attached hereto, is approved.

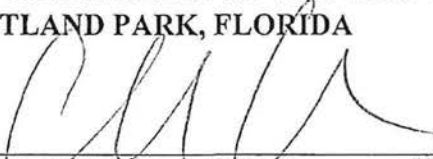
Section 2. The Commission authorizes the Mayor to execute the Agreement.

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 26th day of September 2024, by the City Commission of the City of Fruitland Park, Florida.

SEAL

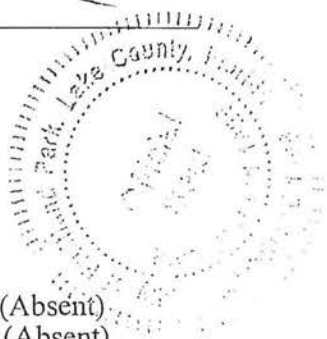
CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA


CHRIS CHESHIRE, MAYOR

ATTEST:

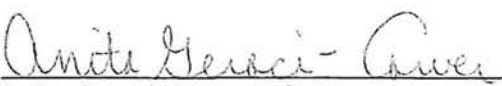


ESTHER COULSON, CITY CLERK, MMC



Mayor Cheshire	<u>/</u> (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Vice Mayor DeGrave	<u>/</u> (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Commissioner Gunter	<u>/</u> (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Commissioner Bell	___ (Yes),	___ (No),	___ (Abstained),	<u>/</u> (Absent)
Commissioner Mobilian	<u>/</u> (Yes),	___ (No),	___ (Abstained),	___ (Absent)

Approved as to form:


Anita Geraci-Carver, City Attorney

ALPHA INTERNATIONAL I, LLC,
3369 CR 528
Sumterville, FL 33585
Contract for Municipal
Inspection Services
("Agreement")

THIS AGREEMENT is made as of the 26th day of September, 2024, ("Effective Date") between Alpha International I, LLC., a Florida corporation, whose address is 3369 CR 528, Sumterville, FL 33585 ("Agency"), and the City of Fruitland Park, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 ("Municipality").

WHEREAS, the Municipality requires a highly qualified, professional inspection service, to provide a Building Official and to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and Florida Statute 468 Part XII,

WHEREAS, Agency proposes to provide inspection services for the Municipality including inspectors and meeting the Municipality's needs for such inspections, as well as fire plan review and inspection, fire safety review and inspection, fire system plan review and permitting, and fire development review,

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Agency will provide for the Municipality, a Building Official and inspectors whose duties shall be the inspection of new construction, including plan review and field inspections, and fire related reviews and inspections, and other such inspections as required by the Municipality.
2. All inspectors shall be BCAI certified in construction, HVAC, Electrical and Plumbing or as otherwise required by the State of Florida, for the disciplines in which they practice.
3. If and to the extent allowed by law and without the Municipality waiving the Municipality's rights of sovereign immunity pursuant to s. 768.28, Florida Statutes, each party hereby agrees to indemnify and hold the other party harmless for property damage or bodily injury caused by the negligent acts of the respective party, its officers and employees arising out of this Agreement, including but not limited to costs, expenses and reasonable attorney's fees incurred in connection with defending against any such matters. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00). A certificate of insurance indicating that such policies are in full force and effect will be

supplied to the Municipality. The Municipality agrees to provide to the Agency proof of the existence of comprehensive general liability insurance upon request.

4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality. The amount of the permit fees to be collected by the Municipality are set forth in Exhibit 1 of this Agreement, and represent the minimum fees that may be collected by the Municipality. The Municipality shall compensate the Agency at a rate of sixty percent (60%) of the permit fees collected. The Agency shall invoice the Municipality for the services provided on a monthly basis. The Municipality shall pay the invoiced amounts to the Agency within thirty (30) days from the date that the invoice is delivered to the Municipality. In the event that payment is not made by the date due, then past due amounts shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less. In addition, if the Municipality fails to make payment when due, and such failure continues for five business days after written notice from Agency, then Municipality shall be in default of its obligations under this Agreement. In the event that the Municipality disputes the amounts set forth in an invoice, the Municipality shall pay to the Agency any and all undisputed amounts by the date due and submit written notice of the disputed amount, with details of the nature of the dispute and the services disputed. Disputes must be submitted in writing within thirty (30) days of the date of delivery of the invoice. If the dispute is resolved against the Municipality, then the Municipality shall pay such amounts plus interest (1.5% per month) accruing since the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.
5. From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the resulting reports and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$40.00 per hour, during normal business hours and \$60.00 per hour during holidays and weekends.
6. The Agency will recognize the Municipality's Holiday schedule in the Agency's time off policy. The Municipality shall provide the Agency with an annual Holiday schedule. During official holidays, no inspections or office hours will be performed unless previously approved by the City Manager.
7. If a court of competent jurisdiction finds or holds any part of this Agreement to be invalid or unenforceable for any reason, then only the invalid or unenforceable provision or section shall be affected and the remaining portions of this agreement shall remain and continue in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.
8. The term of this Agreement shall be five (5) years, commencing on the Effective Date of this Agreement ("Term"). Either party may terminate this Agreement "for cause" upon

written notice to the other party. "For cause" shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination "for cause", relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for thirty (30) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. If the "for cause" is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party one hundred thirty (30) days' notice, in writing, after which the Term of the Agreement shall be terminated. If the Agreement is terminated "for cause" the Municipality shall compensate the Agency on or before the effective date of the termination, for all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, without "cause" for any reason or no reason, with one hundred twenty (120) days written notice. The Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of the termination.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.
10. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
11. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
12. The Municipality shall provide for the Agency a permit clerk, office space, applicable forms, desks, desk chairs, file cabinets, local phone service and use of a computer, photocopier and fax machine for the Agency during the Term of this Agreement. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.
13. The Agency agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.
15. The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

16. Any individuals signing on behalf of legal entities represent, by their signature, that they have the authority to bind that legal entity.
17. The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Agency shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Municipality in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that the Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
 - d. Meet all requirements for retaining public records and transfer, at no costs, to the Municipality all public records in possession of the Agency upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Municipality in a format that is compatible with the information technology systems of the Municipality.
 - e. Agency shall be compensated for public records to the maximum extent allowed by law.

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

18. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event.
19. Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered, if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend, legal holiday or after 5:00 pm on a business day); or (ii) the business day after dispatch if sent by overnight courier;

or (iii) the third business day after dispatch if sent by US Mail. All notices shall be addressed as follows:

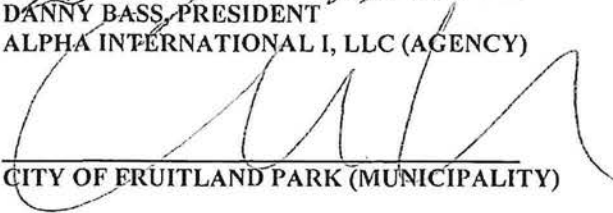
IF TO AGENCY:
ALPHA INTERNATIONAL I, LLC.
Attn: DANNY BASS, President
3369 CR 528
Sumterville, Florida 33585

IF TO MUNICIPALITY:
CITY OF FRUITLAND PARK
Attn: City Manager
506 West Berckman Street
Fruitland Park, FL 34731

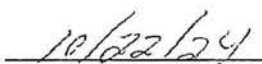
20. Agency agrees that it will not provide private plans review and inspection services as authorized by s. 553.791, Florida Statutes, within the City of Fruitland Park.



DANNY BASS, PRESIDENT
ALPHA INTERNATIONAL I, LLC (AGENCY)



CITY OF FRUITLAND PARK (MUNICIPALITY)



DATE

September 26, 2024

DATE

ADDENDUM NO. 1 TO
CONTRACT FOR MUNICIPAL INSPECTION SERVICES AGREEMENT

ALPHA INTERNATIONAL I, LLC is designated Contractor for purposes of this Addendum.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ESTHER COULSON, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, ECOULSON@FRUITLANDPARK.ORG

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status,

disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized

Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business

with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

- a) The Contractor's political opinions, speech, or affiliations.
- b) The Contractor's religious beliefs, religious exercise, or religion affiliations.
- c) The Contractor's lawful ownership of a firearm.
- d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
- e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
- f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
- g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
- h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
 - 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
 - 2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
 - 3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
 - 4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against

any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

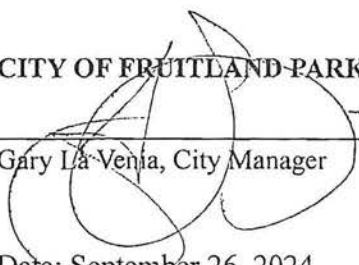
The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

Signature Page attached

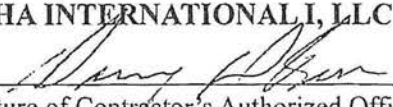
CITY OF FRUITLAND PARK, FLORIDA



Gary La-Venja, City Manager

Date: September 26, 2024

ALPHA INTERNATIONAL I, LLC



Signature of Contractor's Authorized Official

Date: 10/22/24

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **ALPHA INTERNATIONAL I, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ALPHA INTERNATIONAL I, LLC



Signature of Contractor's Authorized Official

Danny D Bass President

Name and Title of Contractor's Authorized Official

10/22/24

Date

EXHIBIT 1
FEE SCHEDULE

ATTACHED

BUILDING FEE SCHEDULE

FIRE PLAN REVIEW AND INSPECTION FEES

Exhibit 1 – Fee Schedule

Residential Permit Comparison

Permit Type	Current	Proposed
New Single Family	\$40 plus \$4.10 per \$1,000 value	\$0.95/sf + trades \$0.13/sf
Addition	\$40 plus \$6 per \$1,000 value	\$0.95/sf (\$200 min) + trades \$0.13/sf
Remodel / Alteration	\$40 plus \$6 per \$1,000 value	\$0.95/sf (\$200 min) + trades \$0.13/sf
Roof Replacement	\$40 plus \$6 per \$1,000 value	\$225
Windows / Doors	\$40 plus \$6 per \$1,000 value	\$175
Solar PV	\$375	\$500
Manufactured Home	N/A	\$650
Pool (Above Ground)	\$300	\$300
Pool (In-Ground)	\$40 plus \$6 per \$1,000 value	\$650
Portal Spa	N/A	\$50
Demolition	\$150	\$175
Electrical	\$40 plus .70 per \$1,000 value	\$175
Mechanical	\$40 plus .70 per \$1,000 value	\$175
Plumbing	\$40 plus .70 per \$1,000 value	\$175
Gas	\$40 plus .70 per \$1,000 value	\$175
Irrigation	\$40 plus .70 per \$1,000 value	\$175
Driveway	\$25	\$125
Building Accessory	\$40	\$40

Plan Review	Half of the Building Permit Fee, Minimum \$40	Included (if private provider 15% reduction of permit fee)
Plan Re-review	\$40 plus .40 per \$1,000 value	\$75
Inspections	Included	Included (if private provider 15% reduction of permit fee)

Commercial Permit Comparison

Permit Type	Current	Proposed
Commercial	\$50 plus \$5.75 per \$1,000 value	\$2.50/sf + trades \$0.31/sf
Commercial Alteration	\$50 plus \$6 per \$1,000 value	\$2.50/sf + trades \$0.31/sf
Roofing	\$75 plus \$.70 per \$1,000 value	\$0.12/sf
Demolition	\$300	\$350
Electrical	\$75 plus \$.70 per \$1,000 value	\$300
Mechanical	\$75 plus \$.70 per \$1,000 value	\$300
Plumbing	\$75 plus \$.70 per \$1,000 value	\$300
Gas	\$75 plus \$.70 per \$1,000 value	\$300
Irrigation	\$75 plus \$.70 per \$1,000 value	\$300

PV Solar	N/A	\$850
Driveway	\$50	\$250
Commercial Solar	N/A	\$850
Monument Sign	N/A	\$450
Change of Occupancy	N/A	\$350
Plan Review	Half of the Building Permit Fee, Minimum \$100	25% of Commercial Fees
Plan Re-review	\$100 plus \$1.25 per \$1,000 value	\$150

Inspection Fees

Item	Current	Proposed
Re-inspection	\$50	\$95
Partial Inspection	N/A	\$125
After Hours	\$60 per hour	\$60 per hour

Private Provider Reduction for Commercial

Service	Current	Proposed
Inspection Only	No Inspection Cost	25% reduction of permit fee
Plan Review Only	No Plan Review Cost	No Plan Review Cost
Inspection & Plan Review	No Inspection or Plan Review Cost	25% reduction of permit fee No Plan Review Cost

Fire Fees

Fire Plan Review and Inspection Fees – Pass Through Fees – Not to be Split with City of Fruitland Park

Permit Type	Current	Proposed
Fire Safety Review and Inspection	\$75 plus \$5 per \$1,000 value	\$4.75 per sq ft
Fire Development Review Fee	\$250 per review up to 1 acre; \$500 over 1 acre	\$250 per review up to 1 acre; \$500 over 1 acre
Fire System Permit	\$75 plus \$9 per \$1,000 value	\$4.75 per sq ft
Fire System Plan Review	1/2 of total Fire System Permit, minimum \$75.00	1/2 of total Fire System Permit, minimum \$75.00

CITY OF FRUITLAND PARK COMMUNITY DEV D
506 W BERCKMAN ST
ATTN: TRACY KELLEY
FRUITLAND PARK FL 34731



INSTRUMENT #2020001407
OR BK 5400 PG 2124 - 2130 (7 PGS)
DATE: 1/6/2020 11:01:39 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$61.00

RESOLUTION 2019-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR BUILDING AND ZONING FEES; REPEALING ALL FEES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes and Sec. 99.30 of the City of Fruitland Park Code of Ordinances to impose fees to cover the costs associated with regulation of an activity or property use; and

WHEREAS, the City Commission desires to recover expenses incurred to regulate an activity or property use; and

WHEREAS, the City desires to include an administrative fee for building permits utilizing a private provider for plan review and inspections, a Floodplain Development Permit application review, and a Floodplain Determination letter; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined the fees set forth herein are proper regulatory fees and the fees do not exceed the cost of the regulatory activity.

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

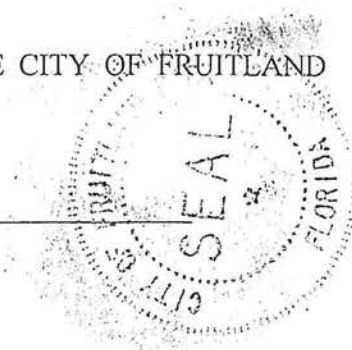
1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby adopts the Fee Schedule attached hereto as **Exhibit A**.
3. Resolution 2018-023 is hereby repealed.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 14th day of November 2019, by the City Commission of the City of Fruitland Park, Florida.

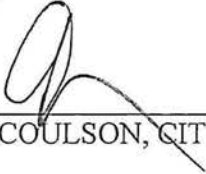
SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND
PARK, FLORIDA


CHRIS CHESHIRE, MAYOR



ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<u>/</u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Vice Mayor Gunter	<u>/</u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Bell	<u>/</u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner DeGrave	<u>/</u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Mobilian	<u>/</u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)

Approved as to form:

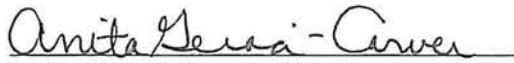

Anita Geraci-Carver, City Attorney

EXHIBIT A

BUILDING AND ZONING FEE SCHEDULE

The permits for which the city shall charge a fee and the amount of the fee for each permit are as follows:

BUILDING PERMITS

COMMERCIAL FEES

Commercial Building New	\$50 plus \$5.75 per \$1,000 value
Commercial Building Add/Remodel	\$50 plus \$7 per \$1,000 value
Commercial Demolition	\$300
Commercial Plan Review	Half of the Building Permit Fees, Minimum \$100
Commercial Plan Re-review	\$100 plus \$1.25 per \$1000 value
Commercial Electric	\$75 plus .70 per \$1,000 value
Commercial HVAC	\$75 plus .70 per \$1,000 value
Commercial Plumbing	\$75 plus .70 per \$1,000 value
Commercial Gas	\$75 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

RESIDENTIAL FEES

Residential Building New	\$40 plus \$4.10 per \$1,000 value
Residential Building Add/Remodel	\$40 plus \$6 per \$1,000 value
Residential Demolition	\$150
Residential Plan Review	half of the building permit, minimum \$40
Residential Plan Re-review	\$40 plus .40* \$1,000 job value
Residential Electric	\$40 plus .70 per \$1,000 value
Residential Plumbing	\$40 plus .70 per \$1,000 value
Residential HVAC	\$40 plus .70 per \$1,000 value
Residential Gas	\$40 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

OTHER FEES

To Be Charged at the Discretion of the Building Official

Residential Pool	\$300
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Residential Pool Gas	\$360
Residential Pool Gas/Solar	\$375
Residential Pool Solar	\$360
Building Accessory	\$40
Building Accessory Plan Review	\$40
Reinspection Fee	\$50
Extra Inspection Fee*	\$40

VALUE OF PERMITS IS BASED ON THE LATEST EDITION OF THE ICC VALUATION TABLES AS PUBLISHED BY THE INTERNATIONAL CODE OF COUNCIL

*TO BE CHARGED AT THE DISCRETION OF THE BUILDING OFFICIAL WHEN THE MINIMUM FEES COLLECTED WILL NOT COVER THE COST ASSOCIATED WITH PROVIDING THE SERVICE LEVEL NECESSARY.

ADMINISTRATIVE

Administrative Fee	15% of permit fees, minimum \$7.50
<u>Administrative Fee – Private Provider</u>	\$1,646.30 per new SFR permit
Application Fee Commercial	\$50
Application Fee Residential	\$25
Driveway Commercial	\$50
Driveway Residential	\$25
Fence Permit Commercial	\$100
Fence Permit Residential	\$50
State Surcharge DBPR	Per Florida Statute
State Surcharge DCA	Per Florida Statute
Special Events Fee	\$100
Zoning Clearance Commercial	\$50
Zoning Clearance Residential	\$25

FLOODPLAIN DEVELOPMENT

<u>Permit Application Review*</u>	<u>\$80.00</u>
<u>Determination Letter*</u>	<u>\$30.00</u>

* For any review requiring more than one review, or engineering or consulting review will be billed at actual cost and shall be in addition to the fees stated above.

Any person failing to obtain any of the above listed building permits, if required or if necessitated by the project, prior to commencement of construction shall be charged double the charge shown above for each required permit which the person failed to timely obtain.

PLANNING AND ZONING

Comprehensive plan amendment procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Annexations

- (a) Application fee, per application200.00
Fee may be waived by city commission if annexation is requested by city.
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Zoning/rezoning procedure

- (a) Application fee, per application115.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Special exception and conditional uses

- (a) Application fee, per application200.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

PUD/public facilities district review procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Subdivision procedure fees

- (a) Application/preliminary plat approval, plus \$5.00 per lot per application150.00
- (b) Advertising and mailingActual Cost
- (c) Final plat approval, plus \$1.00 per lot per plat100.00
- (d) Subdivision on-site inspection fee, plus \$1.00 per lot per application100.00
- (e) Consultant chargesActual Cost

Variance procedure fees

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Vacation procedure

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Clearing permit

- Application fee, per application25.00

Tree removal permit

- Application fee, per application25.00

Sign permits

- (a) Individual commercial, office or industrial uses, per sign10.00
- (b) Shopping centers/Multitenant complexes, per sign10.00
- (c) Houses of worship, per site10.00
- (d) Multifamily development, per sign10.00
- (e) Off site advertising, per sign50.00
- (f) Subdivisions, per sign10.00
- (g) Temporary freestand and portable signs, per sign10.00
- (h) Temporary banners/exterior wall signs, per sign10.00
- (i) Temporary real estate signsNo Charge
- (j) Temporary construction real estate signs, per sign10.00
- (k) Political campaign signsNo Charge
- (l) Miscellaneous temporaryNo Charge
- (m) Miscellaneous signs, per sign10.00

Sign permit fees (annual renewal)

- (a) Off site advertising up to 32 square feet, per sign25.00
- (b) Off site advertising more than 32 square feet50.00

Site plans

- (a) Major (plus \$4.00 per each 100 square feet of covered floor area in excess of 5,000 square feet)250.00
- (b) Minor100.00
- (c) Consultant chargesActual Cost

Construction plans

Consultant chargesActual Cost

Concurrency review

Consultant chargesActual Cost

Inspections

Consultant chargesActual Cost

Depending upon the nature of the development order requested, more than one fee may apply and be charged (e.g., an annexation fee plus a comprehensive plan amendment fee). In addition, fees other than those listed above may be charged to cover the cost of engineering and planning review necessitated by the application (e.g., DRI review fees, site inspection fees). Those additional fees shall be established between the city and the engineer and planner from time to time and charged to the applicant, based upon the fee schedule established. The actual cost of the consultant charges listed above shall be established from time to time by agreement between the city and the city's consultants. A list of the fees established shall be maintained by the city's building department.

EXHIBIT B

FIRE PLAN REVIEW AND INSPECTION FEES (PASS THROUGH FEES - NOT TO BE SPLIT WITH CITY OF FRUITLAND PARK)

Residential Building Permit:

Fire Development Review Fee	\$250.00 per review
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Commercial Building Permit:

Fire Safety Review and Inspection	\$75.00 plus \$5.00 per thousand total valuation
Fire Development Review Fee	\$250.00 per review up to 1 acre; \$500.00 over 1 acre
Fire System Permit	\$75.00 plus \$9.00 per thousand total valuation
Fire System Plan Review	½ of total Fire System Permit, minimum \$75.00

RESOLUTION 2026-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN ALPHA INTERNATIONAL I LLC AND THE CITY OF FRUITLAND PARK FOR BUILDING PERMITTING SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park requires a highly qualified, professional inspection service, to provide a Building Official and to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and Florida Statute 468 Part XII; and

WHEREAS, Alpha International I LLC and the City of Fruitland Park are parties to an Agreement for such purposes that became effective September 26, 2024; and

WHEREAS, Florida House Bill 803 was approved by the Florida Legislature and approved by the Governor in Chapter 2026-63, Laws of Florida; and

WHEREAS, Chapter 2026-63 prohibits building permit fees to be calculated on the value of the improvement and instead requires that a permit fee be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes;

WHEREAS, it is necessary to amend the Agreement to attach a new Exhibit 1 – Fee Schedule because the current Exhibit 1 provides for compensation to Alpha International I LLC based on a schedule of fees that are now prohibited by Chapter 2026-63 as of July 1, 2026; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds entering into the First Amendment is beneficial to the City of Fruitland Park and its residents and businesses; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the First Amendment to Agreement between Alpha International I LLC and the City of Fruitland Park, Florida.

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

Section 1. The First Amendment between Alpha International I LLC and the City of Fruitland Park, Florida, 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 28th day of June, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

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

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Williams	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Raysin	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
District 3 VACANT	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK
AND
ALPHA INTERNATIONAL I, LLC**

This FIRST AMENDMENT (the “Amendment”) is made and entered into this ____ of _____, 2026, by and between the **CITY OF FRUITLAND PARK, FLORIDA** (“City”), and **ALPHA INTERNATIONAL I, LLC**, a Florida limited liability company (“Alpha”).

RECITALS

WHEREAS, the City and Alpha entered into that certain Agreement dated September 26, 2024 whereby Alpha provides professional inspection services, a building official for compliance with the Florida Building Code and Florida Statute 468, Part XII, fire plan review and inspection services, and many related services as more particularly set forth in the agreement between the parties (“Agreement”); and

WHEREAS, Florida House Bill 803 was approved by the Florida Legislature and approved by the Governor in Chapter 2026-63, Laws of Florida; and

WHEREAS, Chapter 2026-63 prohibits building permit fees to be calculated on the value of the improvement and instead requires that a permit fee be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with §553.791, Florida Statutes;

WHEREAS, the Agreement provides that Alpha will be compensated based on a percentage of the fees set forth on the adopted fee schedule, which is an attachment to the Agreement, and represents the minimum fees that may be collected by the City; and

WHEREAS, the adopted fee schedule is based on valuation of projects which is now prohibited by Chapter 2026-63 effective July 1, 2026; and

WHEREAS, it is necessary to amend the Agreement to incorporate a new fee schedule, and it is also necessary to update the city clerk contact information for purposes of public records law notice; and

WHEREAS, the Agreement may be modified by the parties pursuant to a written amendment signed by all parties; and

WHEREAS, the parties have agreed to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and Alpha agrees as follows:

1. **Recitals**. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. **Exhibit 1 – Fee Schedule.** Exhibit 1 – Fee Schedule comprised of Exhibit A and Exhibit B attached to this Amendment replace Exhibit 1 – Fee Schedule attached to the Agreement. City and Alpha agree the City may amend any fees listed in Exhibit 1 – Fee Schedule unrelated to the services provided by Alpha without an amendment to the Agreement and this Amendment.

3. **Public Records.** Paragraph 17 of the Agreement is amended to read:

The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Agency shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Municipality in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of Municipality upon termination of this agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Municipality in a format that is compatible with the information technology systems of the Municipality.
- e. Agency shall be compensated for public records to the maximum extent allowed by law.
- f. Failure of Agency to comply with a public records request as required by Florida's public record law shall be a breach of this agreement and cause the Municipality to terminate this agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS GWEN JOHNS, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GJOHNS@FRUITLANDPARK.ORG

4. Except to the extent modified herein, all other terms and conditions of the Agreement remain in full force and effect and unchanged.

5. **Effective Date.** This First Amendment to Agreement shall be effective as of July 1, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed in form and manner sufficient to bind them.

ALPHA INTERNATIONAL I LLC,
a Florida limited liability company,

CITY OF FRUITLAND PARK
FLORIDA, a Florida municipal corporation,

Danny Bass as Manager

Chris Cheshire, Mayor

Date: _____

Date: _____

ATTEST:

Gwen Johns, City Clerk

EXHIBIT 1

FEE SCHEDULE

ATTACHED

EXHIBIT A

BUILDING GNA ZONING FEE SCHEDULE

EXHIBIT B

FIRE PLAN REVIEW AND INSPECTION FEES

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: June 25, 2026

DATE SUBMITTED: June 17, 2026

SUBMITTED BY: City Attorney

2026 Legislation:

Chapter 2026-126: Revises the manner in which local governments are required to spend excess funds in the building department. No longer can excess funds be used to pay for construction of a building or structure that houses a local government's building or enforcement agency. Effective July 1, 2026.

Chapter 2026-135: A new agreement, an extension, renewal or material amendment of an existing agreement to provide utility service (including water and sewer) by a city to another city or to owners or association of owner or lands outside of its corporate limits or within the limits of another municipality at retail must be in writing. Such agreement, extension, renewal or material amendment may not become effective until an appointed representative of the city, in conjunction with the governing body of each municipality and unincorporated area served or to be served, has participated in a public meeting. The meeting must be held within each municipality and unincorporated area served for the purposes of providing information and soliciting public input on a number of statutory items. Effective July 1, 2027

Currently a surcharge not exceeding 25% may be imposed by a municipal provider on utility rates to customers outside the municipality's boundaries. The new legislation allows for a municipal provider to continue charging the surcharge in effect as of March 1, 2026, but only to the extent necessary to comply with the terms of bond covenants in effect as of July 1, 2024. The surcharges must be phased out by July 1, 2029, or upon the retirement, expiration, or refinancing of the applicable debt obligation, whichever occurs earlier. Effective July 1, 2027.

Effective July 1, 2026 the law is amended to provide:

- By January 1, 2027 and annually thereafter, each city providing utilities (including water and sewer) outside of its municipal boundaries must report to the Florida Public Service Commission certain statutory information. Penalties may be imposed for failure to do so. The Commission has jurisdiction over all utilities meeting this criteria.

Chapter 2026-142: Effective July 1, 2026, an exemption from public meetings and public records is created relating to claims under the Bert J. Harris, Jr. Private Property Rights Protection Act. Currently closed meetings are only permitted once litigation has been filed; however, this will allow pre-litigation meetings during the 90 day notice period preceding litigation under the Act. Process and procedures must be followed as outlined in the new law.

FUNDS BUDGETED: N/A

ATTACHMENT: None

RECOMMENDATION: N/A

ACTION: N/A