REGULAR MEETING AGENDA
AUGUST 27, 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 – Police Chief **Henry Rains**
Pledge of Allegiance – Police Chief **Henry Rains**

2. ROLL CALL

3. 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) Resolution 2026-040, Disposal of Surplus Vehicles (city manager/city attorney/police chief)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; PROVIDING AUTHORIZATION FOR AUCTION OF SAID PERSONAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

(b) Resolution 2026-041, Fifth Amendment to an Interlocal Agreement with Lake County for the Provision of Library Services (city manager/city attorney/community services director)
A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2026-044, Auction Services Piggyback Contract with Osceola County School District (city manager/city attorney/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT FOR ONLINE AUCTION SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND GEORGE GIDEON AUCTIONEERS, INC. PER THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FL CONTRACT #C-25-0393-LV FOR AUCTION OF SURPLUS PROPERTY OWNED BY THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

4. REGULAR AGENDA

(a) Resolution 2026-042, First Amendment to an Interlocal Agreement with Lake County for Use of Library Impact Fees (city manager/city attorney/community services director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO THE USE OF LIBRARY IMPACT FEES WHICH AWARDS THE CITY AN AMOUNT NOT TO EXCEED $620,000.00 TO FUND ARCHITECTURAL DESIGN/ENGINEERING SERVICES, CONSTRUCTION, EQUIPMENT AND FURNISHINGS FOR THE EXPANSION OF THE NORTH SIDE OF THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2026-045, Interlocal Agreement with Lake County for Utility Work along CR466A (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK, FLORIDA REGARDING CR 466A WIDENING PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2026-043, Extension of a Wastewater Treatment Agreement with the Town of Lady Lake (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO AMENDED AND RESTATED WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT BETWEEN THE TOWN OF LADY LAKE, AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

(d) Resolution 2026-038, Fruitland Hills Subdivision Second Development Extension Request (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE DEVELOPMENT ORDER ENTERED MARCH 17, 2025 THAT APPROVED CONSTRUCTION PLANS FOR THE CONSTRUCTION OF FRUITLAND HILLS SUBDIVISION CONSISTENT WITH THE PRELIMINARY PLAT APPROVED IN RESOLUTION 2024-018 ON VACANT PROPERTY LOCATED ON EAST OF U.S. HIGHWAY 27/441, NORTH OF REGISTER ROAD AND WEST OF MAYBERRY ROAD; AUTHORIZING THE MAYOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED CONSTRUCTION PLANS UNTIL OCTOBER 22, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

5. PUBLIC HEARING

(a) First Reading of Ordinance 2026-014, Consideration of Request from Waste Management for the Implementation of a Fuel Surcharge (city manager/city attorney/public works director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

6. (a) City Manager

(b) City Attorney

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

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

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

City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

9. COMMISSIONER COMMENTS

(a) Vice Mayor DeGrave

(b) Commissioner Williams

(c) Commissioner Raysin

(d) Commissioner Goldberg

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

Mondays, Wednesdays & Fridays	**Indoor Aerobics Classes at the Gardenia Center 9:15 a.m.**

Monday, September 7th	**City Hall Offices Closed in Observance of Labor Day**
Saturday, September 12th	**Daddy Daughter Dance at the Gardenia Center 7:00 p.m.**
Tuesday, September 10th	**City Commission Meeting and 1st Budget Public Hearing**

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: 3a

ITEM TITLE: **Resolution 2026-040 Declaring Surplus Property re: Vehicles**

MEETING DATE: August 27, 2028

DATE SUBMITTED: August 20, 2026

SUBMITTED BY: city manager/city attorney/police chief

BRIEF NARRATIVE: **Resolution 2026-040.** The Fruitland Park Police Department respectfully requests authorization to declare the following patrol vehicles as surplus and authorize them for public auction following a comprehensive fleet evaluation completed by Lieutenant David Brown on June 23, 2026. Each vehicle was evaluated using the department's Fleet Evaluation Matrix, which considers vehicle age, mileage, reliability, maintenance and repair costs, overall condition, and mission criticality.

All four patrol vehicles received overall scores ranging from **40 to 45 points**, placing them in the **"Poor"** category. Under the department's fleet replacement guidelines, any vehicle scoring **39 points or higher** is recommended for replacement during the next budget cycle.
These patrol vehicles have experienced significant wear from years of front-line police service, including high mileage, increased maintenance requirements, and deteriorating mechanical and cosmetic condition. Continued operation will result in higher repair costs, increased downtime, and reduced reliability, which can negatively impact patrol operations and officer safety.

The replacement vehicles have already been approved through the City's Capital Replacement Program. Auctioning these retired patrol vehicles will allow the City to recover a portion of their remaining value while reducing ongoing maintenance expenses and ensuring that officers are equipped with reliable, safe, and operationally effective patrol vehicles.

For these reasons, the Fruitland Park Police Department recommends that the following patrol vehicles be declared surplus and authorized for public auction in accordance with City policy.

Vehicle Information

- **Vehicle #537** – VIN: **1FM5K8AR2DGA8630**
- **Vehicle #539** – VIN: **1FM5K8ARZEGB25264**
- **Vehicle #546** – VIN: **1FM5K8AR4GG07421**
- **Vehicle #557** – VIN: **2C3CDXKTXKH22323**

FUNDS BUDGETED: None

ATTACHMENTS:	Resolution 2026-040, Declaring Surplus Property re Police Vehicles 2026 Piggyback Contract from the School District of Osceola County (SDOC)
RECOMMENDATION:	Approval
ACTION TO BE TAKEN:	**Approve Resolution 2026-040**

RESOLUTION 2026-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; PROVIDING AUTHORIZATION FOR AUCTION OF SAID PERSONAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park Police Department has accumulated certain personal property which is no longer useful or beneficial to the City of Fruitland Park; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of Fruitland Park to declare the personal property more particularly described herein as surplus property, and to subsequently dispose of said property by auction or other legal means; and

WHEREAS, the City Commission of the City of Fruitland Park has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

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 of the City of Fruitland Park hereby declares that the personal property vehicles as more particularly described as:

- **Vehicle #537** – VIN: **1FM5K8AR2DGA8630**
- **Vehicle #539** – VIN: **1FM5K8ARZEGB25264**
- **Vehicle #546** – VIN: **1FM5K8AR4GG07421**
- **Vehicle #557** – VIN: **2C3CDXKTXKH22323**

is surplus property, and that said personal property is obsolete, no longer useful and is burdensome to retain.

3. The City Manager, or designee, is hereby directed to dispose of the property described herein by auctioning said property or by whatever legal means the City Manager deems appropriate.

4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 27th day of August, 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 Goldberg	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Raysin	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Williams	____(Yes), ____(No), ____(Abstained), ____ (Absent)

Approved as to form:

_____

Anita Geraci-Carver, City Attorney

Contract# C-25-0393-LV
Approval Date:10/22/2024

The School District of Osceola County, Florida

Online Auction Services Agreement

The School Board of Osceola County, FL, 817 Bill Beck Blvd., Kissimmee, FL 34744, **("School Board")** does hereby retain the services of George Gideon Auctioneers, Inc., with an address of 2753 N HWY 441, Zellwood, FL 32798 (hereinafter called **"Contractor")** to furnish services in accordance with the following terms and conditions:

1. **Description of Services. Contractor** shall perform the following services:
Online Auction Services in accordance with the provisions of the School Board's Request for Proposals RFP #SDOC-25-P-007-LV that was Board Approved on September 10, 2024. See the attached Exhibits:

- Exhibit "A" - Fee Structure
- Exhibit "B" - Scope of Services as listed in RFP
- Exhibit "C" - Respondent's Written Submittal, RFP Proposal and Attachments

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
The **Contractor's** place of business and/or School District approved locations as determined by both parties.

3. **Term of Agreement.** The term of this agreement shall be from January 26, 2025, until January 25, 2028, unless terminated as provided herein, or extended by supplement to this agreement. The RFP allows for one (1) subsequent one (1) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

4. **Termination.** The **School Board,** or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only. Any advance monies paid by the **School Board** shall be prorated to the date of termination and refunded to the **School Board.**

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive payment as listed below:

- Please see Exhibit "A" for fee structure.

School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.
Expenses are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board.** The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board.**

7. **Insurance**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile and, when applicable, (c) workers' compensation in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board shall be named as an additional insured on the following policies as applicable, and may reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will provide at least thirty (30) days' notice prior to any material changes in the provisions or cancellations of the policy.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum $100,000) for limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than $1,000,000.00 combined single limit or $1,000,000.00 per person/ $1,000,000.00 per accident bodily injury, and $1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. **Governing Law and Venue**. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

9. **No Attorney's Fee Provision or Arbitration.** The **School Board** does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The **School Board** does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Agreement. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve the dispute in an expedient manner. Each party shall bear their own attorney's fees and costs incurred by such mediation.

10. **Waiver of Jury Trial.** The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with this Agreement.

11. **Background Check**. Pursuant to Section 1012.465, and except as provided in Sections 1012.467 and 1012.468, *Florida Statutes*, if services provided under this agreement require **Contractor** and/or Contractor's personnel or subcontractors to be on campus while students are present, or to have direct contact with students, said Contractor, personnel or subcontractors shall submit to a background check and must meet level 2 screening requirements as described in Section 1012.32, *Florida Statutes*. **Contractor** shall bear the cost of acquiring the background screening as well as any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided by the **Contractor** and its personnel or subcontractors. **Contractor** agrees to notify the **School Board** immediately upon becoming aware that one of its employees or subcontractors, who was previously certified as completing the background check and meeting the statutory requirements, is subsequently arrested or convicted of any disqualifying offense. The parties agree that the failure of **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with the requirements of this section.

12. **Assignability**. This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

13. **Conduct While on School Property**. The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

14. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

15. **Public Records Act/Chapter 119 Requirements.** Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.

(b) Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

(d) Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: DANA.SCHAFER@OSCEOLASCHOOLS.NET.

16. **Indemnity and Hold Harmless. Contractor** will indemnify and hold harmless the **School Board,** its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of **Contractor**, its officers, agents, employees and representatives; any failure of **Contractor** to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by **Contractor** of its obligations and duties to perform under this agreement; any breach by **Contractor** of its representations made in this agreement; and the failure of any good, product, or service furnished by **Contractor** under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the **School Board**. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the **School Board** to indemnify or hold harmless any party, including, but not limited to **Contractor.**

17. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

18. **Non-Discrimination**. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

19. **Patents, Copyrights and Royalties**. All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the School Board of Osceola County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as part of this agreement. **Contractor** shall defend, indemnify and hold the School Board, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with the foregoing. **Contractor** will indemnify and hold harmless the **School Board**, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the **School Board**, its officers, agents, employees, successors and assigns. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which grantee, subgrantee or **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

20. **Access to and Retention of Documentation**. The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The **Contractor**, as required by this Agreement and any state or federal rules, regulations or laws respecting audit, shall retain all required books, records and accounts for a period of five (5) years after the **School Board** has made final payment and all

services have been performed satisfactorily under this Agreement or the Agreement has been terminated, whichever comes first, or for such longer period as may be required by law. The **School Board** shall retain the right to audit the books, records, and accounts during the five-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. If **Contractor** receives notification of a dispute or the commencement of litigation or other proceedings regarding any services performed under this Agreement within this five-year retention period, then **Contractor** shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding, or until the expiration of the five-year period, whichever is later. This paragraph shall survive the termination of this Agreement.

21. **Debarment**. By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(a) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three years, listed on the convicted vendor list.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to Contractor or its principals.

22. **Right to Enter Into this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

23. **Binding Effect.** Each and all of the covenants, terms, provisions, and Agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

24. **Severability.** In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

25. **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent to, or waiver of, any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

26. **Confidentiality.** Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by **Contractor** under this Agreement which the School Board requests to be kept as confidential shall not be made available to any individual or organization by **Contractor** without prior written approval of the School Board. The parties hereto acknowledge the applicability of Chapter 119, Florida Statutes, to this Agreement.

27. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement, **Contractor** and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, **Contractor**, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the **School Board**, and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the **School Board** and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board**, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the **School Board** arising out of the breach of this covenant by the **Contractor**, or its officers, employees, agents, or representatives, to the extent that the **Contractor**, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon **Contractor**.

28. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the **School Board** and **Contractor** or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

29. **No Third-Party Beneficiaries.** There is no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

30. **Contractor's Representations.** Contractor hereby represents to the School Board that:

a) The **Contractor** possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the **School Board**.

b) The Contractor shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the School Board may at any time require **Contractor** to remove, and **Contractor** shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of the **School Board** is unfit for the proper performance of his/her duties.

c) The **Contractor** shall comply with applicable federal, state and local laws, and codes, including without limitation, professional registration and licensing requirements, if applicable, in effect during the term of this Agreement, and shall, if requested by the **School Board**, provide certification of compliance with all registration and licensing and/or certification requirements.

d) The **Contractor** shall perform said services in accordance with generally accepted professional standards and to the extent consistent with the best interests of the **School Board.**

e) The **Contractor** is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

f) The **Contractor** will maintain the duty of care required in one's profession of this nature and will train and employ only those people that will uphold such standards and duty of care that are required in this field.

g) The **Contractor** shall take all necessary and required precautions to ensure and protect the health, safety, and welfare of the **School Board** and its students.

31. **Funding Out.** Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

32. **Protection and Handling of Data.**

Data Confidentiality- CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected Information, and to prevent any other action that could result in substantial harm to SCHOOL BOARD or an individual identified with the Protected Information in CONTRACTOR's custody.

Data Security - Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

a. Data Transmission. CONTRACTOR agrees that any and all transmission or exchange of system application data with SCHOOL BOARD and/or any other parties, –shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.

b. Data Storage and Backup. CONTRACTOR agrees that any and all SCHOOL BOARD data will be stored, processed, and maintained solely on designated servers and that no SCHOOL BOARD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the CONTRACTOR's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SCHOOL BOARD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by SCHOOL BOARD Chief Information Security Officer for any general or specific case. CONTRACTOR agrees to store all SCHOOL BOARD

backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128- bit key.

c. Data Re-Use. CONTRACTOR agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of CONTRACTOR. As required by Federal law, CONTRACTOR further agrees that no SCHOOL BOARD data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other CONTRACTORs or interested parties except on a case-by-case basis as specifically agreed to in writing by the SCHOOL BOARD.

Safekeeping and Security - As part of the services provided under this Agreement, CONTRACTOR will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by SCHOOL BOARD to CONTRACTOR's employees, agents or subcontractors, if any. CONTRACTOR agrees to require its employees to promptly report a lost or stolen access device or information.

Rights in Data - The School Board is and will remain the owner of all data provided to CONTRACTOR by the School Board pursuant to this Contract. CONTRACTOR will not use such data for any purpose other than providing Services

and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CONTRACTOR. CONTRACTOR will not possess or assert any lien or other right against such data. The School Board agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement.

33. **Illegal Alien Labor. State of Florida, Executive Order 11-116.** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

34. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

35. **Use of Coercion for Labor and Services.** Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

36. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any attachments, exhibits, end user license agreements, invoices, quotes, proposals, and subsequent purchase orders (or similar documents) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

37. **Additional Terms and Conditions.**
N/A

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA:

By: H. Kahoun
Heather Kahoun, Chair

Date Approved: 10/22/24

ATTEST (WITNESS):

By: _____
Dr. Mark Shanoff, Superintendent

CONTRACTOR:

By: Jason Gideon

Print Name: Jason Gideon

Title: Sales Manager

Date: 10/1/24

ATTEST (WITNESS):

By: Amy Reinhard

Print Name: Amy Reinhard

Title: Office Manager

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only) George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

$90 for each vehicle less than 1 ton

$175 for each vehicle 1 ton or more

$400 per bus

$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of $3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Exhibit "B"

2.0 SCOPE OF SERVICES

The awarded respondent(s) shall:

a. Provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to online auction process.

b. Be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/governmental experience.

c. Provide information about the technical and non-technical support features of your proposed solution. Please include information about the following:
   - Training
   - Technical Support / Help Desk
   - Maintenance
   - Account Representatives

d. Provide the School Board with complete records of all transactions to include identification of each item sold, the name of the successful bidder and the sale amount. The successful proposer must separately provide the School Board with a sales reconciliation to include gross sale proceeds, auction expenses and net amount due to the School Board on a monthly basis.

e. Provide training and instruction to SDOC pertaining to the implementation of the online auction process at no cost.

f. Remit proceeds to the School Board within ten (10) business days from the online auction.

g. Provide real-time monitoring of the auction progress.

h. Provide additional surplus transportation services.

Exhibit "C"

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Tab 4 – Qualifications/Experience of Personnel

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Tab 11 – Additional Requirements Attachments

Tab 1 – Completed Respondents Information Form

SUBMIT TO:
The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, FL 34744

CONTACT PERSON:
Loni VanBenthuysen – Senior Buyer
Loni.vanbenthuysen@osceolaschools.net

Telephone #: 407.870.4626
Fax #: 407.870.4616

REQUEST FOR PROPOSAL

AN EQUAL OPPORTUNITY EMPLOYER
www.osceolaschools.net

ITB/RFP Notices available through the VendorLink website
https://vendorlink.osceola.org/common/searchsolicitations.aspx

Date issued: ***July 8, 2024***

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Online Auction Services	*SDOC-25-P-007-LV*	*August 8, 2024, at 2:00 PM*

PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:
July 23, 2024, at 9:00 AM in the Purchasing Conference Room, 817 Bill Beck Blvd. Kissimmee or at this [Link]

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):

Florida Division of Corporation Document Number:

MAILING ADDRESS:
2753 N Hwy 441

CITY – STATE – ZIP:
Zellwood, FL 32798

TELEPHONE NO.
407-886-2211

FAX NO:
407-886-2248

FEDERAL ID NO. OR SOCIAL SECURITY NO.
59-3404789

I hereby certify that I have read and understand the requirements of this Request For Proposal and that I, as the bidder, will comply with all requirements of this offer and any Contract(s) and/or other transactions required by this award.

X George Jason Gideon
Authorized Signature

George Jason Gideon
Typed Name

Sales Manager
Title

8/7/2024
Date

onlinesales@ggauctions.com
Email Address

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

*** * * * PLEASE READ CAREFULLY * * * ***

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

   If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.

4. **PUBLIC RECORD:** The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure.

5. **CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

   Failure to acknowledge addenda may result in the offer not being considered.

The primary contact for this solicitation for George Gideon Auctioneers regarding all questions, notifications and the primary contact would be Jason Gideon the Sales Manager. He can be reached at 407-886-2211 or onlinesales@ggauctions.com . Conversely, he can also be reached via the USPS at P.O. Box 1179 Zellwood, FL 32798 & via UPS and FedEx at 2753 N Hwy 441 Zellwood, FL 32798.

Tab 2 – Respondent's Profile and Submittal Letter

Ms. Loni VanBenthuysen
Senior Buyer
School District of Osceola County
817 bill Beck Blvd.
Kissimmee, FL 34744

Ms. VanBenthuysen:

Thank you for the opportunity to submit this On-Line Auction Services proposal for the disposal of surplus vehicles, equipment and miscellaneous items for the School District of Osceola County.

In this proposal we will provide the School District of Osceola County with our proven concepts and details of our management philosophy as well as utilization of our On-Line Auction skills to perform successful sales of your assets. **George Gideon Auctioneers, Inc.** has Forty-Five (45) years of experience working for Governmental Entities and businesses throughout the Southeastern and Midwestern United States, which is a testament to our ability to conduct successful and profitable On-Line Auctions for the School District of Osceola County.

The staff of **George Gideon Auctioneers, Inc**. has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you, our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

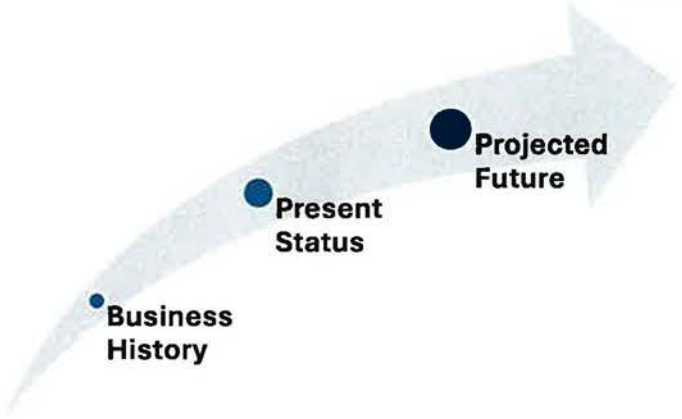
Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives you, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc**. authorized to commit the Company by signature are George Gideon, President, Amy Reinhard, Office Manager, and Jason Gideon, Online Auction Manager, Karl Reinhard, Transportation Manager. We may be reached at PO Box 1799, Zellwood, FL 32798-1799, location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail Onlinesales@ggauctions.com

If you have any questions as to how we may serve you, please feel free to contact me.

Sincerely,

Jason Gideon
George Gideon Auctioneers, Inc.
Onlinesales@ggauctions.com



History

George Gideon Auctioneers, Inc. was formed in 1996 by George and Anita Gideon. It has grown from its inception to one of the largest On-Line Auction companies based in the State of Florida, specializing in the Auctioning of Governmental Surplus. We chose to represent Governmental Agencies because of the extensive bidding base we have acquired in marketing Governmental Surplus Property during the previous twenty-eight (28) years and our reputation and relationship with these buyers.

George Gideon has a total of over forty-five (45) years of experience in conducting Governmental Fleet Vehicular Auctions, both On-line and Live. This experience is outlined as twenty-eight (28) years of experience as President for **George Gideon Auctioneers, Inc.** and seventeen (17) years as Regional Manager, Lead Auctioneer and Sales Representative for a major National Governmental Auction Company. Mr. Gideon was instrumental in conducting some of the first Nationally attended Auctions for Volusia County, Brevard County, The City of Fort Lauderdale, and Florida Power and Light. He now augments his own business with over seventy (70) Central Florida Governmental Agencies.

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

Our thirty-seven (37) plus years of Live Auctions and twenty-three (23) years of On-Line Auctions held for Governmental Agencies has given us an exceptionally large following of repeat buyers from across the United States, Canada, Mexico, and other foreign countries. This has given us the opportunity to expose our clients, in an ever-changing Internet based market, to an expanded base of potential buyers for their surplus items. Our many years of Live and Online Auctions has given us the hands-on insight for the newest and most innovative ways to recover the largest return on your assets.

George Gideon Auctioneers, Inc. was one of the first in Florida to offer On-line Auctions that had an *Automatic Bidding Extension* for items bid on in the last minutes of the scheduled ending. This *Automatic Bid Extension* brought the on-line bidding process into the world of Live Auction bidding frenzy, with many items increasing in bidding value of 20% or more in the last minutes of bidding.

Florida Online Auctions Operation Team

George Gideon Auctioneers, Inc. is comprised of many talented employees with 150+ years of experience in conducting Government and Private Business Auctions.



Project Manager

Sales Manager

Jason Gideon

Education

Associate of Science, UCF — April 2011
Mechanical Engineering

Experience

Sales Manager, George Gideon Auctioneers — May 2010- Current

- Exceeded sales goals and improved profitability by aligning sales strategies and business plans with market trends
- Maintained professional network of potential clients and business opportunities
- Developed and implemented new sales strategies to update product lines
- Formalized sales process to enhance operations and promote acquisition of new customers
- Researched and capitalized on emerging opportunities to build business and expand customer base
- Oversaw management and implementation of new revenue strategies, sales initiatives and customer engagement tactics to increase market share
- Hired and motivated high-preforming service team achieving over $1,000,000 in new sales per year
- Achieved company growth for several consecutive years through market expansion and sales

Contact

Phone
407-886-2211
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
onlinesales@ggauctions.com

Relevance to this bid

- Profit and revenue generating strategies
- Service driven sales
- Technical knowledge of software systems implemented
- Risk mitigation
- Contract management
- Implementing requested service adjustments

Manager Support Staff

Professional Auctioneer

George Gideon

Education

Brookhaven College, Dallas TX April 1973

General Studies

Experience

President, George Gideon Auctioneers August 1996- Current

- Administers day-to-day operations, including accounting and budget management, business development, performance metrics and customer service.
- Coordinates work across departments to keep teams on track with company goals.
- Leads startup and opening of business and provided business development, creation of operational procedures and workflow planning.
- Determines performance goals and offered tactics for achieving milestones.
- Oversees all aspects of business expansion objectives and opportunities, including new market exploration.
- Generates and implements business strategies to increase revenue while executing operational base development.
- Represents company interests before all relevant parties, including federal agencies, city representatives and regulatory entities.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

George@ggauctions.com

Relevance to this bid

- Setting terms of the bid submitted
- Adherence to terms of the contract on George Gideon Auctioneers end
- Management of staff working on bid details
- Accounting for sale of items and payment to the Agency

Manager Support Staff

Vice President

Anita Gideon

Education

Bachelor of Science, University of North Texas, Denton TX — April 1974
Business Administration and Human Resources

Experience

Vice President, George Gideon Auctioneers — August 1996- Current

- Communicated regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinated work across departments to keep teams on track with company goals.
- Hired and managed employees to maximize productivity while training staff on best practices and protocol.
- Created business process flows to identify opportunities for improvement.
- Attended trade shows and client meetings to promote company brand.
- Researched underlying issues, regulatory compliance status and processes to resolve complex business issues and recommend strategic corrective actions.
- Implemented best practices to strengthen internal systems and spearhead proactive change.

Contact

Phone
407-886-2211
Address
2753 N Hwy 441
Eldwood, FL 32798
Email
info@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Office Manager

Amy Reinhard

Education

Bachelor of Arts, UCF, Orlando FL — December 2004
Psychology

Experience

Office Manager, George Gideon Auctioneers — May 2001- Current

- Management of daily operations of Auction office and facility
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinates work across Departments to keep teams on track with Company goals.
- Created business process flows to identify opportunities for improvement.
- Assist in the planning and scheduling of Internet Auctions
- Coordinates with Advertising Department on lay-out and placement and personal phone calls to promote Auctions
- Involved with all phases of Auction Sales Set-up Department from receiving to pickup and delivery requests to consignor payment
- Supervises all phases of Title Department work and proper title transfers for Internet Sales (if warranted)
- Handle Customer and Client relations
- Closes Auctions and generates Buyer invoices for email notification
- Supervises the collection all funds from Internet purchases

Contact

Phone
407-734-1109
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
admin@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Transportation Manager

Karl Reinhard

Education

Bachelor of Science, UCF, Orlando FL — May 2003
Finance

Experience

Transportation Manager, George Gideon Auctioneers — August 2023-Current

- Oversee daily, weekly transportation schedules
- Coordinate inventory to achieve maximum efficiency
- Organize scheduling of entity item pickup with drivers to achieve optimal workflow
- Attends trade shows and client meetings to promote company brand
- Monitors Auction item input
- Reconciles client inventories
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects
- Assist in the planning and scheduling of Internet Auctions
- Involved with all phases of Auction Sales Set-up from receiving to pickup and delivery requests to consignor payment

Contact

Phone
407-886-2211
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
karlreinhard@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Company Details

INCORPORATED IN THE STATE OF FLORIDA

- FEIN 59-3404789

LICENSED TO CONDUCT AUCTIONS IN FLORIDA

- Florida Auctioneers License AB 1501/AU672
- Florida Automobile Dealers License
- Orange County Florida Business License and Polk County Florida Business License

MAILING ADDRESS (USPS)

- P.O. Box 1179 Zellwood, FL 32798-1179

LOCATION (UPS AND FEDEX MAILING ADDRESS)

- 2753 North Highway 441 Zellwood, FL 32798

BUSINESS TELEPHONES

- Office 407/886-2211
- Office 866/890-5841
- Fax 407/886-2248
- E-mail admin@ggauctions.com

INSURANCE GROUP

- National Risk Management, Longwood, FL.
- Gentry Group, Apopka, Fl.

LEGAL ENTITY DESIGNATION

- George Gideon Auctioneers, Inc. operates under its name, in the State of Florida licensed as a Sub Chapter S Corporation.

OWNERSHIP INTERESTS

- Anita Gideon 51%
- George Gideon 49%

DUNN AND BRADSTREET NUMBER

- 039195925

COUNTYS WE SELL FOR

Volusia County FLORIDA

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Board of County Commissioners Sumter County

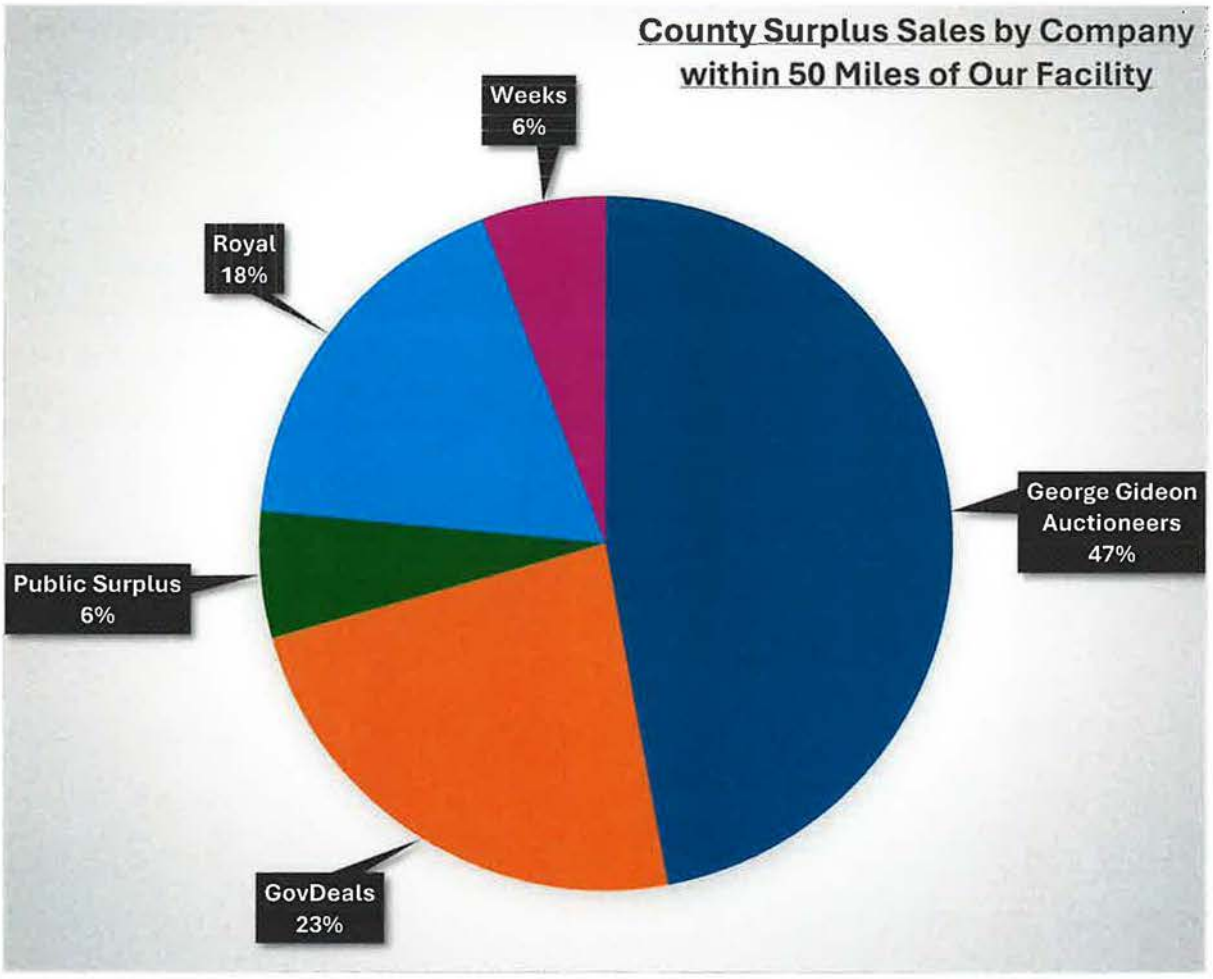
OSCEOLA COUNTY FLORIDA

Putnam County FLORIDA

Brevard COUNTY

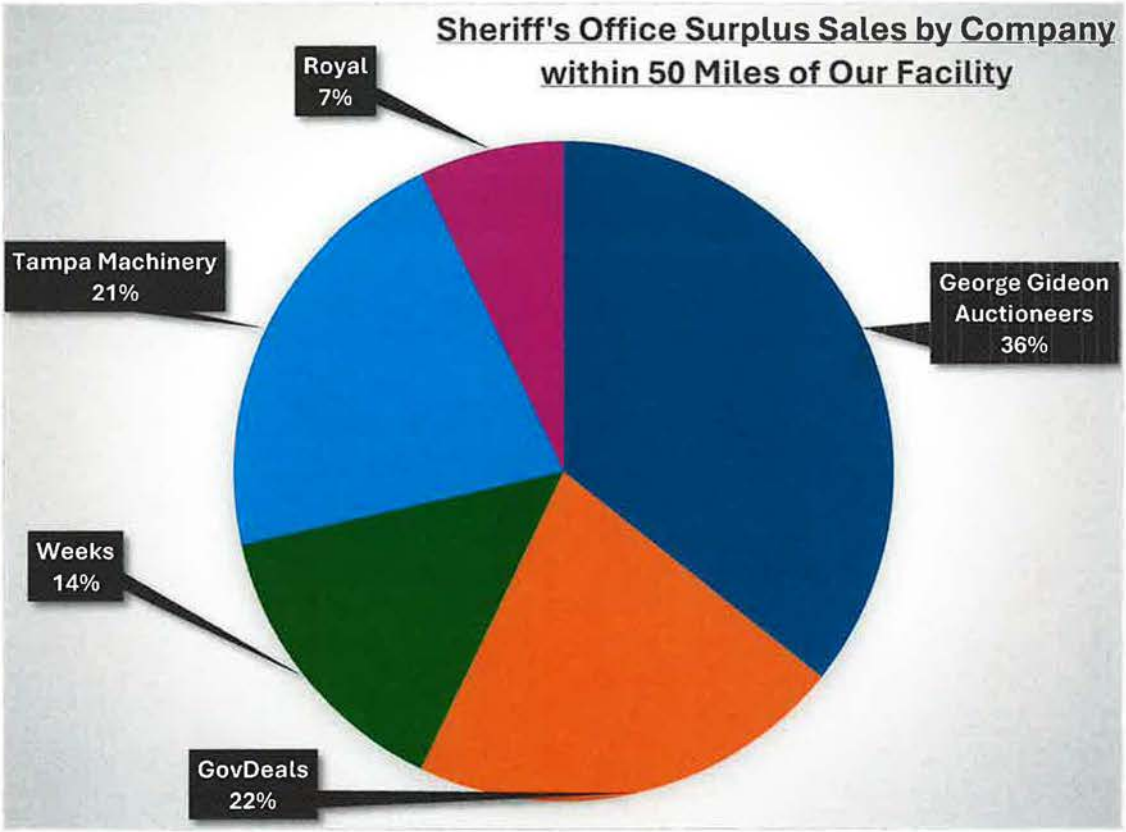
SEMINOLE COUNTY

POLK COUNTY



SHERIFFS OFFICES WE SELL FOR





SCHOOL BOARDS WE SELL FOR

Orange County Public Schools

Lake County Schools

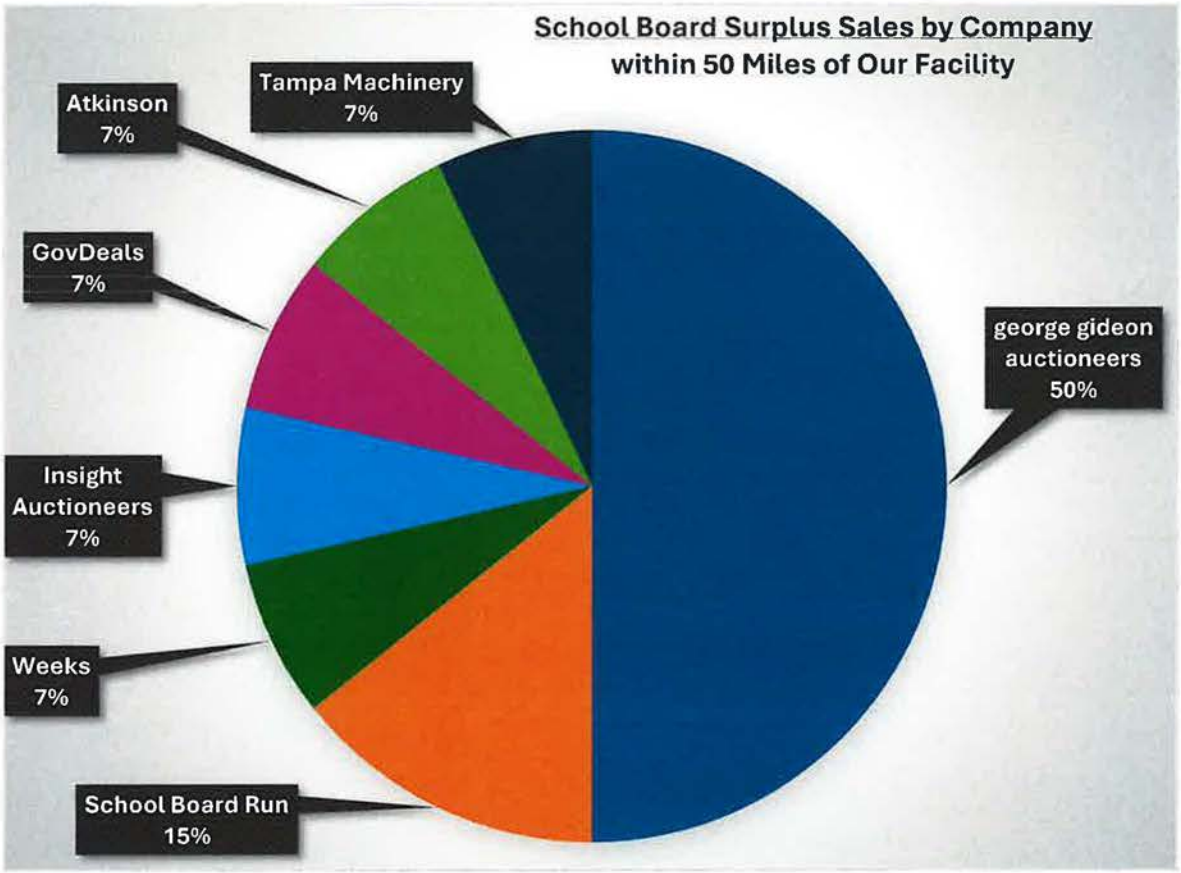
flaglerschools
Engage. Educate. Empower.

Brevard Public Schools

School District of OSCEOLA COUNTY FLORIDA

Seminole County Public Schools

Volusia County Schools



Cities and Towns in Counties under

George Gideon Auctioneers may be a regional Auction Company, but within our serviceable area we sell for most of the Cities and Towns in Counties under contract! This is in comparison to **ALL** other competitors, including local and national competitors!

We don't just sell for the Government Agencies shown in our infographics, there are many more Government Agencies that we sell for that range from Electric Companies, Community Colleges, Water Districts, to Technical Schools and more.

Cities and Towns under contract

City of Altamonte Springs	Town of Astatula	City of Casselberry
City of Cocoa	City of Debary	City of Deland
City of Eatonville	City of Edgewater	City of Edgewood
City of Eustis	City of Fruitland Park	City of Groveland
Town of Howey-in-the-Hills	City of Kissimmee	town of Lady Lake
City of Lake Helen	City of Leesburg	City of Longwood
City of Maitland	City of Mascotte	City of Minneola
City of Mount Dora	City of Ocoee	City of Oviedo
City of Palm Bay	Town of Ponce Inlet	City of Saint Cloud
City of Titusville	City of Umatilla	City of Winter Park
	City of Winter Springs	

Present Status

George Gideon Auctioneers, Inc. currently sells for 70+ Government Agencies in the Central Florida area. We have an active Auction Facility open to our Agencies and the public for reception, cataloging, inspection, sale, and pickup of surplus from Government Agencies. Offsite sales are also utilized for agencies that wish to have items sold at their facility, with items being catalogued by an Auction employee or Agency employee, with both being able to utilize our easy-to-use mobile cataloging app.

George Gideon Auctioneers, Inc. facility is located in Northwest Orange County. We currently service Government Agencies all throughout Central and Northern Florida.

Future Direction

Our goals over the next few years are to continue to improve and evolve our services to our consignors and bidding customers. We have an approach that focuses on quality over quantity and a mindset that a system can always be improved upon. Some of the goals that we have set are:

- We strive to offer a focus on quality of product & broad scope of services to suit the Agencies we work for instead of a "One-Size-Fits-All" business platform. Each Agency will have different needs, and we strive to provide customized services to suit those needs.

- Continue to have a web-based system giving all consignors quick and easy access to reports with 2 mouse clicks and integrate automation into it that is variable to the consignors needs.

- Having a bidding platform that is intuitive visually and mentally when browsing and keeping track of items and invoices for bidders.

- Expanding our transportation services to include methods for picking up hard to move items incorporating addition transportation and rigging companies.

DIVISION OF CORPORATIONS

Sunbiz.org Division of Corporations an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
GEORGE GIDEON AUCTIONEERS, INC.

Filing Information

Document Number	P96000084454
FEI/EIN Number	59-3404789
Date Filed	10/10/1996
State	FL
Status	ACTIVE

Principal Address

2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Changed: 04/18/2005

Mailing Address

PO BOX 1179
ZELLWOOD, FL 32798

Changed: 08/03/2004

Registered Agent Name & Address

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Address Changed: 05/22/2015

Officer/Director Detail

Name & Address

Title P

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title VP

GIDEON, ANITA
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title OFFICE MANAGER

REINHARD, AMY
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title ONLINE SALES MANAGER

GIDEON, GEORGE JASON
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title TRANSPORTATION MANAGER

REINHARD, KARL E
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	04/03/2024
2024	08/07/2024

Document Images

08/07/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
12/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
05/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2023 **EXPIRES** 9/30/2024

3017	AUCTIONEER	$30.00	5000	AUCTION BUSINESS	$30.00	3017-0966200 5 EMPLOYEES

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID $60.00 0099-01120711 8/7/2023

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2023 **EXPIRES** 9/30/2024

3017	AUCTIONEER	$30.00	5000	AUCTION BUSINESS	$30.00	3017-0966200 5 EMPLOYEES

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID $60.00 0099-01120711 8/7/2023

This receipt is official when validated by the Tax Collector

FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

GEORGE GIDEON AUCTIONEERS INC
1209 JAGUAR CT
WINTER SPRINGS, FL 32708-3720

Certificate Number

69-8012174767-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Candace Robinson
The Hilb Group of Florida	PHONE (A/C, No, Ext): (407) 506-0709 FAX (A/C, No):
5850 TG Lee Boulevard	E-MAIL ADDRESS: crobinson@hilbgroup.com
Suite 340	INSURER(S) AFFORDING COVERAGE / NAIC #
Orlando FL 32822	INSURER A: Technology Insurance Company 42376
INSURED	INSURER B:
George Gideon Auctioneers, Inc.	INSURER C:
Po Box 1179	INSURER D:
	INSURER E:
Zellwood FL 32799	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2441993287 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N: N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4413430	04/25/2024	04/25/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debra E. Lubkricht

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM License #A215767	
National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550	PHONE (A/C, No, Ext): (407) 767-2950	FAX (A/C, No): (407) 767-9117
	E-MAIL ADDRESS: cendra.ray@nrmafla.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ATEGRITY SPECIALTY INSURANCE COMPANY	16427
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179	INSURER B: STARSTONE NATIONAL INSURANCE COMPANY	25496
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ N/A	X		84665I232ALI	10/12/2023	10/12/2024	EACH OCCURRENCE AGGREGATE PR/COMP OPS AGG	$ 1,000,000 $ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert J. Ray, CIC, CRM, CPRM

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Tab 3 - Ability, Capacity, and Skill of the Firm

Project Plan in Relation to the Solicitation Specifications

Our understanding of this RFP is that The School District of Osceola County wishes to Auction its surplus vehicles, equipment, and miscellaneous items with an On-Line Public Auction Company, with the option to have these items transported to the Auctioneers local facility.

George Gideon Auctioneers, Inc. proposes to conduct such Auctions for The School District of Osceola County.

Our years of experience, specifically in Governmental Vehicles, Equipment, and Miscellaneous Auctions, allows us the opportunity to bring our knowledge of the most efficient, cost effective, time efficient and legally correct methods to an On-Line Auction. Our expertise is not in Real Estate or Personal Property; it is in Governmental Fleet Vehicles, Equipment and Miscellaneous Auctions and we offer this expertise to The School District of Osceola County. When your skills are fine tuned in one field, you build a reputation that will grow and a network of buyers and clients that follow your Auctions. **George Gideon Auctioneers, Inc**. has developed such a rapport within our field and has proven a bountiful source for client and buyer information in the area of Governmental Auctions. Contacting buyers and putting them in touch with their buying needs as well as assisting Clients in appraisal, disposal and sometimes the purchase of particular items, has been of benefit to all concerned.

Through the years we have cultivated a loyal following of buyers from our *"permanent buyers"* list as well as our other *"specialty buyers"* list to facilitate top participation at our On-Line Auctions, of a "Right Buying Crowd" for our clients. Our Buyers appreciate the personal touch they receive from us, by the phone call they receive from our office apprising them of items to be sold that are particular to their business needs. This courtesy lets our buyers know that they are as important to us as our clients.

In this section**, George Gideon Auctioneers, Inc.** will outline all the capabilities necessary to handle and conduct On-Line Auctions for The School District of Osceola County.

ON-LINE AUCTIONS

- **System software, installation, and technical support**
  George Gideon Auctioneers, Inc. operates its On-Line Auctions with Maxanet software. Maxanet is a tried and true On-Line Auction program that has an exemplary record, as professed to by its widespread use in the On-Line Auction industry. It is the backbone of our system that lists, hosts, and conducts all our On-Line Auctions. These systems are entirely web based and require no installation of downloads of programs to The School District of Osceola County's computer system. These systems are fully compatible with windows or mac operating systems. Maxanet's mobile application, which is available to any smart phone or tablet, takes pictures and descriptions an easy task to be done on the fly, or in the field. All of this is available to The School District of Osceola County, at no additional cost.

- **Training in the use of the proposed system.**
  George Gideon Auctioneers Inc. will have an authorized representative dedicated to working with The School District of Osceola County agent. This will bring a seamless transition to the use of our user-friendly On-Line Auction software, at no additional cost.

- **Troubleshooting and maintenance**
  George Gideon Auctioneers Inc's authorized representative will be available to The School District of Osceola County representative for any and all questions regarding the input and posting of all On-Line Auction surplus during regular business hours. The District representative will be provided with our Office phone numbers, as well as the cell phone number for their On-Line Auction representative, at no additional cost.

- **On-Line Customer Support for Bidders**
  George Gideon Auctioneers, Inc. has email contact for customer questions and client convenience.

- **Bidding and Financial Reporting**
  All Bidding and Financial Reporting is available through our On-Line Auction programs and will be demonstrated in the training sessions that are provided to The School District of Osceola County. These reports are only available to The School District of Osceola County and are not available through piggyback of this contract. Some of the reports that are available to The School District of Osceola County for no charge are:
    1. On-Line Auction Summary
    2. On-line Auction Totals
    3. Checkout Summary
    4. Credits
    5. Expenses
    6. Fees
    7. Payment Summary
    8. Pass Lot List
    9. Reconciliation
    10. Tax Summary
- **George Gideon Auctioneers Inc**. has maintained an accessibility rate in **excess** of 99.5%

George Gideon Auctioneers, Inc. On-Line Auction program allows for all State of Florida sales tax collected and any Buyers Premiums. On-Line Auction functionality shall include the posting of items on **George Gideon Auctioneers, Inc**. web site(s); operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high bidder and supporting documentation, at no additional cost.

On-Line Auction functionality George Gideon Auctioneers, Inc. On-line Auction program allows for The School District of Osceola County the ability to incorporate digital photography, and videos into the advertisements for individual items displayed for On-Line Auction. As well as maintenance of complete and accurate records of the bidding for each of the On-Line Auction items and the chronology of the bidding for each of the On-Line Auction items, at no additional cost.

George Gideon Auctioneers, Inc. maintains detailed information on its website(s) to guide prospective bidders through the entire survey, bidding, award of bid, payment, delivery and general information requirements of prospective and successful bid award as well as a customer service function for the benefit of bidders.

George Gideon Auctioneers, Inc. can provide the District access to the On-Line Auction system for the District to track status of items listed for Auction sales and provide various reporting options to include. The School District of Osceola County will have web access to all of its On-Line Auctions for the term of its contract with **George Gideon Auctioneers, Inc**.

ITEMS SOLD AT THE SCHOOL BOARDS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at the School Boards facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set a reserve
- Ability to access reports
- Ability to set an "Auto Extension of the Auction Time" option
- The District will field all calls regarding their items
- Delivering all vehicle titles to **George Gideon Auctioneers, Inc.**, at time of On-Line Auction posting

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at the School Boards facility:

- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers regarding The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

ITEMS SOLD AT GEORGE GIDEON AUCTIONEERS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at George Gideon Auctioneers facility:

- Requesting a pickup of items from their facility via a provided excel file
- Loading all items onto a freight trailer, or Landoll at their facility
- Delivering all vehicle titles to a **George Gideon Auctioneers, Inc.**, representative at time of pickup or delivery of vehicles from The Osceola County School Board

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at George Gideon Auctioneers facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set an "Auto Extension of the Auction Time" option
- George Gideon Auctioneers will field all calls regarding School Board items
- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers in regards to The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

TIMELY MANNER OF WORK

- **George Gideon Auctioneers Inc.** believes in the timely posting of government surplus to reduce depreciation, liability, and atrophy. One of the worst things to see is the depreciation of assets over time unused or awaiting Auction, therefore, being able to act with haste in all aspects of business provides our customers and contract holders with a timely manner of operations. Our On-Line Auction program will give The School District of Osceola County the opportunity to list and sell their surplus expeditiously. **George Gideon Auctioneers, Inc**. is a net 10 company, therefore, alleviating some of the wait time and restrictions of turnaround of net 30 companies.

GRASSROOTS TO NATIONAL EXPOSURE

- Never forgetting where you came from is one of the tenants of good reputation. **George Gideon Auctioneers, Inc.** started small and has grown into one of the largest Government Surplus operations in Florida. Being able to connect to buyers from down the street or internationally keeps us humble, approachable, knowledgeable and promotes our contract holders best interests when it comes to reputation and the good faith bidders have in us and our program.

NO COMPARTMENTALIZATION

- While there are benefits to having one person focus on one specific task, we do believe that the broad understanding of other aspects of the company is beneficial to the knowledge provided to our employees. Being able to answer basic questions about other departments increases customer satisfaction from lack of playing a game of "ping pong" between employees searching for an answer. The ability to perform basic tasks in other departments helps provide a timely manner of work for our contract holders and customers.

CHRONOLOGICAL OPERATION OUTLINE FOR AUCTIONS

George Gideon Auctioneers, Inc. will:

1. Advertise your On-Line Auction Nationally (when warranted)
2. Advertise your On-Line Auction on Internet sites.
3. Provide any training required and requested.
4. Monitor your Auctions online and provide technical support.
5. Personally contact known high value buyers for specialty items.
6. Maintain a website open to the public at all times.
7. Provide computer support before, during, and after your On-Line Auction.
8. Provide bidder support before, during, and after your On-Line Auction.
9. Provide computer reports to The School District of Osceola County.
10. Provide transportation services of goods to George Gideon Auctioneers facility.

Since our reputation is tied to your Auction, be assured that The School District of Osceola County will receive the full scope of our knowledge and expertise to ensure a successful Auction.

ONLINE AUCTIONS HISTORY, BID VALIDATION & BID DOCUMENTATION

- **George Gideon Auctioneers Inc.** has been active within the online Auction market for the past twenty-three (23) years and facilitated the Auction of 100+ Million dollars in that time from Central Florida Agencies alone.
- **George Gideon Auctioneers Inc**. builds, maintains, monitors & updates a website open to the public 24 hours a day, 7 days a week and 365 days a year for purchase of Government surplus with a detailed bid history, including bid amounts in chronological order.
- A server running 24 hours a day, 7 days a week and 365 days lets bidders know when they have been outbid.

Below is example of the **Bid Documentation**

Lot - 24077510 ×

Bidder	Amount	Current	Winning	Received Date	Bid#
3***1	16,200.00	16,300.00	3***7	Sun Aug 04 2024 11:22 AM	14
3***1	16,000.00	16,100.00	3***7	Sun Aug 04 2024 11:21 AM	13
3***1	15,800.00	15,900.00	3***7	Sun Aug 04 2024 11:21 AM	12
3***1	15,600.00	15,700.00	3***7	Sun Aug 04 2024 11:21 AM	11
3***1	15,400.00	15,500.00	3***7	Sun Aug 04 2024 11:21 AM	10
3***1	15,200.00	15,300.00	3***7	Sun Aug 04 2024 11:21 AM	9
3***7	0.00	15,100.00	3***7	Tue Jul 30 2024 4:34 PM	8
3***7	15,100.00	15,100.00	3***7	Thu Jul 25 2024 7:58 PM	7
1***8	10,050.00	10,050.00	1***8	Wed Jul 24 2024 1:31 PM	6
1***8	1,660.00	10,000.00	3***1	Wed Jul 24 2024 1:30 PM	5
5**6	585.00	1,610.00	3***1	Tue Jul 23 2024 8:01 PM	4
5**6	510.00	535.00	3***1	Tue Jul 23 2024 8:01 PM	3
3***1	0.00	500.00	3***1	Tue Jul 23 2024 6:32 PM	2
3***1	500.00	500.00	3***1	Tue Jul 23 2024 4:27 PM	1

Show 100 records Showing 1 - 14 of 14 entries Previous 1 Next

George Gideon Auctioneers, Inc. systems provide bidders with up to the date notices regarding active bids, wither they have been rejected or outbid. Making bidders aware if they are interested in the item and need to place a new bid. **George Gideon Auctioneers, Inc.** utilizes tools to assist in verification of bidders to avoid fraudulent bidders from registering. This tool cross references all bidder data and alerts our administrator of any possible threat. From there the administrator goes on a case by case base and verifies wither the bidder is eligible for bidding privileges. The School District of Osceola County will also maintain the ability to block any user from bidding privileges on any of your On-Line Auctions. This is done to help maintain successful bidding, payment and completion of your On-Line Auction.

WEBISTE AVAILABLITY & BID EXTENSION

- The website is available to the public 24 hours a day, 365 days a year for unhindered bidding.
- There is a bid extension feature that puts an end to "Auction Sniping," as well as serving the dual purpose of gaining maximum revenue for the current consigners by creating a live Auction feel. This feature is adjustable to any time limit the Government Agency wishes.

Below is a listing that is taking advantage of the Bid Extension feature



Lot - 24087519

24087519

Category : SUV/VAN
Qty : 1

Starts: Mon Jul 22 2024 1:00 AM
Ends : Tue Aug 06 2024 6:15 PM

Starting Bid	Bid increment
200.00	50.00

Description | Additional Description | Images | Video | Terms

2002 FORD E-150 PASSENGER VAN

- MILES - 027914 SHOWING ON THE ODOMETER.
- VIN#1FMRE11272HB80818.
- WEIGHT - 4903 LBS.
- GVW - 7000 LBS.
- COLOR - WHITE.
- PASSENGER VAN.
- 2 ROWS.
- KEYS - 1.

This item was supposed to end at 5:20 CST for $5,950 but with bid extension it instead ended at 5:38 CST for $7,050 which is 18% MORE!!!!!!!!!!!!

Lot#24087519, SKU#127611

Basic Info | **Bids** | Item Fees | Buy Now Offers

Type to search | Email All | Filter

Bidder Info	Auction Info	Bid Type	Initiated By	Received On (CST)	Amount
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Max Bid	User	Aug 06, 2024 05:38:05 PM *104.136.191.161*	7100.00
30638 - [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Standard Bid	System	Aug 06, 2024 05:38:05 PM	7050.00 Won
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Max Bid	User	Aug 06, 2024 05:36:24 PM *104.136.191.161*	6650.00
26770 - [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6700.00
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6650.00
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Max Bid	User	Aug 06, 2024 05:31:33 PM *104.136.191.161*	6550.00
26770 - [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6600.00
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6550.00
30638 [redacted]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: **Jul 22, 2024** End: **Aug 06, 2024**	Max Bid	User	Aug 06, 2024 05:30:25 PM *104.136.191.161*	6450.00

WEBSITE VISITORS, BIDDER LOCATION RANGE & AUCTION INVOICES

- **George Gideon Auctioneers, Inc.** has over 40,000 bidders registered that includes local, national & international bidders and have had items bought and shipped to locations as far away as Africa, South America, The Middle East, Asia, and Canada.
- All winning bidders are emailed an invoice confirming their purchase and any program operator can mark the item as paid within the program and email a paid invoice.

Below is an example of the invoice that is emailed to the winning bidder



George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information Edit

Buyer Name: Keith Cole
Company:
Paddle #: 10298
Phone #:
Email:
Billing:
Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST
Date: 08/14/2015
Location: 2753 N. HWY 441 Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	$10.00	$10.00	$0.00	$0.00	$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	$14.00	$14.00	$0.00	$0.00	$14.00
Total Lots: 2				Totals:	$24.00	$0.00	$0.00	$24.00

Actions

SubTotal: $24.00
Cash Total Due: $0.00

PAID IN FULL

Paid Cash: $40.00
Change: $16.00

Notes:

Details Concerning Involvement and Participation of the General Public in Auctions Conducted

Advertising for the Auction is an area that **George Gideon Auctioneers, Inc.** excels in. It is of upmost importance that exposure of Vehicles, Equipment and Miscellaneous Particular to Government Entities be handled by an Auction Company that specializes in the sale of Government Entities and Fleet Vehicle Sales. We advertise via the Internet using our list of email based buyers, and through many Auction related websites and Auction buyers informational platforms as well as from our website, www.ggauctions.com.

George Gideon Auctioneers, Inc. advertises for Auctions using many of the following methods, such as but not limited to:

- Targeted Auction Emailing
  - Specialty Buyers list
  - From previous Auctions
  - By request
- National Trade Journals
- Emails to Specific Buyers
- Website Listings
- Social Media
  - Facebook
  - Twitter
  - Instagram
- Auction Facility Traffic. **George Gideon Auctioneers, Inc.** sales facility is located on a major State of Florida Highway with approximately 100,000+ traffic count weekly

George Gideon Auctioneers, Inc. advertises vehicle and equipment Auctions in National Trade Journals, both in On-Line Editions and print, when necessary, such as, but not limited to:

- Rock & Dirt
- Contractors Hotline
- Equipment Trader
- Electrical Equipment Advertiser
- Construction Equipment Guide

George Gideon Auctioneers, Inc. will also advertise Auctions for Osceola County School Board on the Internet using our Company website www.ggauctions.com. This website is

accessible via all the major search engines of the World Wide Web (mobile and PC), along with photos of the various vehicles and equipment. We also maintain an e-mail database of buyers who are automatically notified prior to each Auction.

George Gideon Auctioneers, Inc. will also post the date, time, location, and list of Osceola County School Board Auctions on Web bulletin board(s) and social media such as, but not limited to:

- Auction Zip
- Craig's List
- Rock and Dirt
- Surplus Record
- Contractors Hotline
- Social Media
  - Facebook
  - Twitter
  - Instagram

Our permanent Auction facility open to the Public is comprised of 13+ Acres directly located at 2753 N. Hwy 441, Zellwood, Orange County, and Fl., with one of the highest traffic flows in North West Orange County. Our facility has two buildings that are approximately 14,000 square feet total area, able to house most of Osceola County School Board's miscellaneous items under cover. Our off-site facility for Osceola County School Board's surplus is capable of handling approximately 50+ Buses, over 120 Vehicles, Trucks, Automobiles and Equipment, and miscellaneous items. This facility has a double 6' commercial chain link fence around the Auction Sales yard. There is also a 10' electric security fence with-in the perimeter of the facility, which is also powered by a backup power source, and is monitored by a security company.

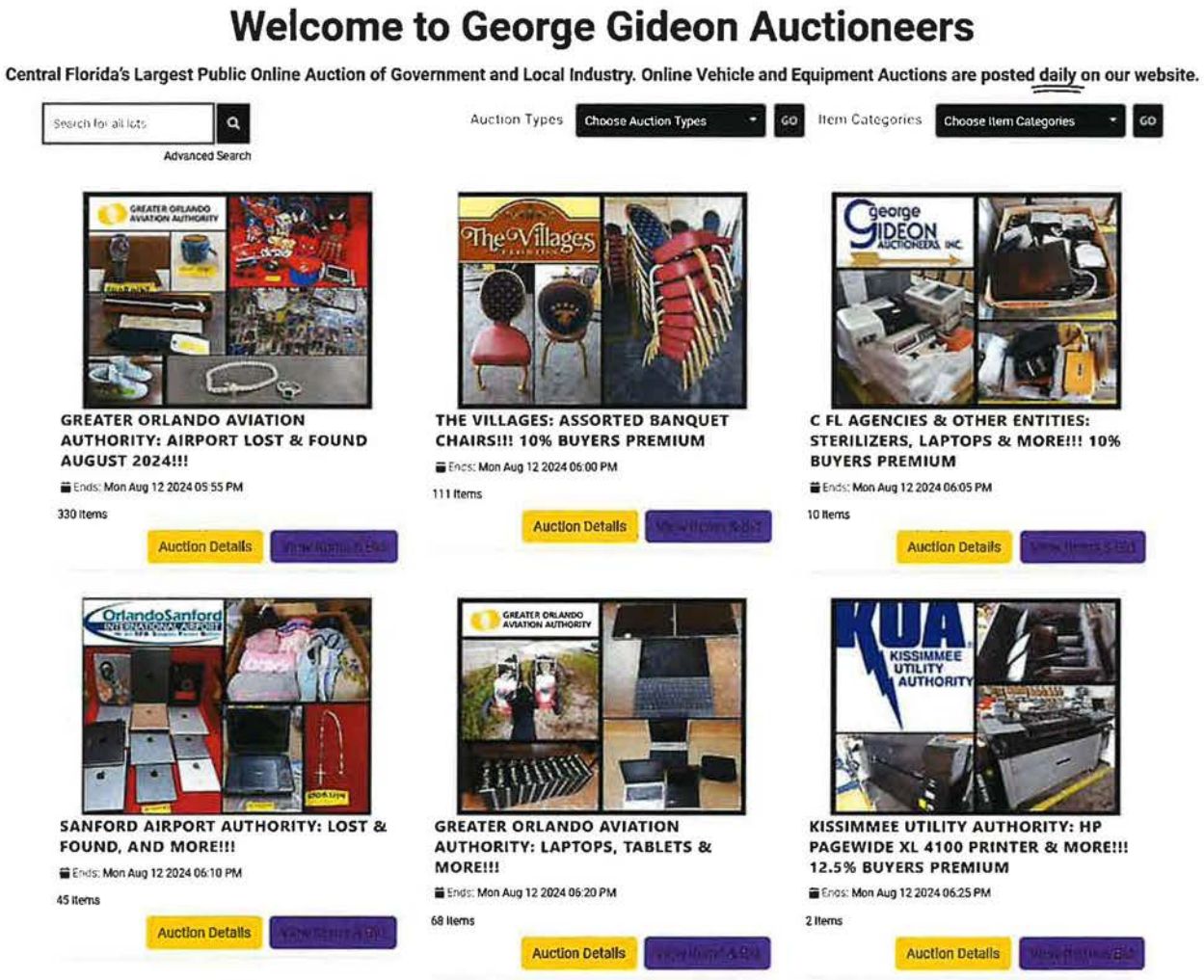
We also have two (2) security camera systems with eighteen (18) cameras located throughout the complex. This system also records all activity, with backup and remote viewing capabilities. Our facility also has the following to efficiently conduct Inspections and sales of all of Osceola County School Board's surplus items:

- Thirteen-acre On-Line Auction facility
- Two Buildings at our On-Line Auction facility to house Osceola County School Board's surplus items
- Customer parking inside and out of our facility
- (3) Forklifts for loading and unloading of Osceola County School Board's surplus items (5000lb, 6000lb, & 8000lb)
- (2) Utility jump carts for jumping starting vehicles and equipment, during inspection periods, and removal

- (2) Freight trailer docks
- A 10' electric fence encompassing the entirety of the storage facility
- Multiple computer stations configured to either be hardwired or work off of Wi-Fi for entry of Osceola County School Board's surplus assets

We have the versatility in our advertising department to cater to all our agencies requests for On-line Auctions.

George Gideon Auctioneers, Inc. Website (www.ggauctions.com)



AuctionZip (national Auction website, basically the yellow pages of Auctions)

SAMPLE (these are a few of our listings on AuctionZip)

THE VILLAGES — View Photo Gallery

Zellwood, FL — Mon Aug 24 - 06:50PM

THE VILLAGES AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:50 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]

OSCEOLA COUNTY SHERIFFS — View Photo Gallery

Zellwood, FL — Mon Aug 24 - 06:55PM

OSCEOLA COUNTY SHERIFFS AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:55 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]

CITY OF CASSELBERRY — View Photo Gallery

Zellwood, FL — Mon Aug 24 - 07:00PM

CITY OF CASSELBERRY AUCTION ENDS: MONDAY, AUGUST 24TH 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a guide. [View Full Listing]

VOLUSIA COUNTY — View Photo Gallery

Zellwood, FL — Mon Aug 31 - 07:00PM

VOLUSIA COUNTY AUCTION ENDS: MONDAY, AUGUST 31ST 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]

SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (— View Photo Gallery

Zellwood, FL — Mon Aug 31 - 07:15PM

SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (2) 2007 FORD FUSION SEIII AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:15 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, [View Full Listing]

VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RI — View Photo Gallery

Zellwood, FL — Mon Aug 31 - 07:30PM

VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RIDING COMMERCIAL MOWERS!!! AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:30 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, [View Full Listing]

OSCEOLA COUNTY BASKETBALL COURT — View Photo Gallery

Zellwood, FL — Tue Sep 1 - 07:00PM

OSCEOLA COUNTY BASKETBALL COURT AUCTION ENDS: TUESDAY, SEPTEMBER 1ST - 2015 @ 7:00 PM (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered [View Full Listing]

Sample Auction Reports and Sales Receipts

- Invoices can be shown for every winning bidder for an auction at one time. The user can choose to either see unpaid bidders, paid bidders or both. By simply clicking on the bidder name, it takes you to their individual invoice.

George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information Edit

Buyer Name: Keith Cole
Company:
Paddle #: 10298
Phone #:
Email:
Billing:
Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST
Date: 08/14/2015
Location: 2753 N. HWY 441 Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL. WORKING CONDITION UNKNOWN	1	$10.00	$10.00	$0.00	$0.00	$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	$14.00	$14.00	$0.00	$0.00	$14.00
Total Lots: 2				Totals:	$24.00	$0.00	$0.00	$24.00

Actions

PAID IN FULL

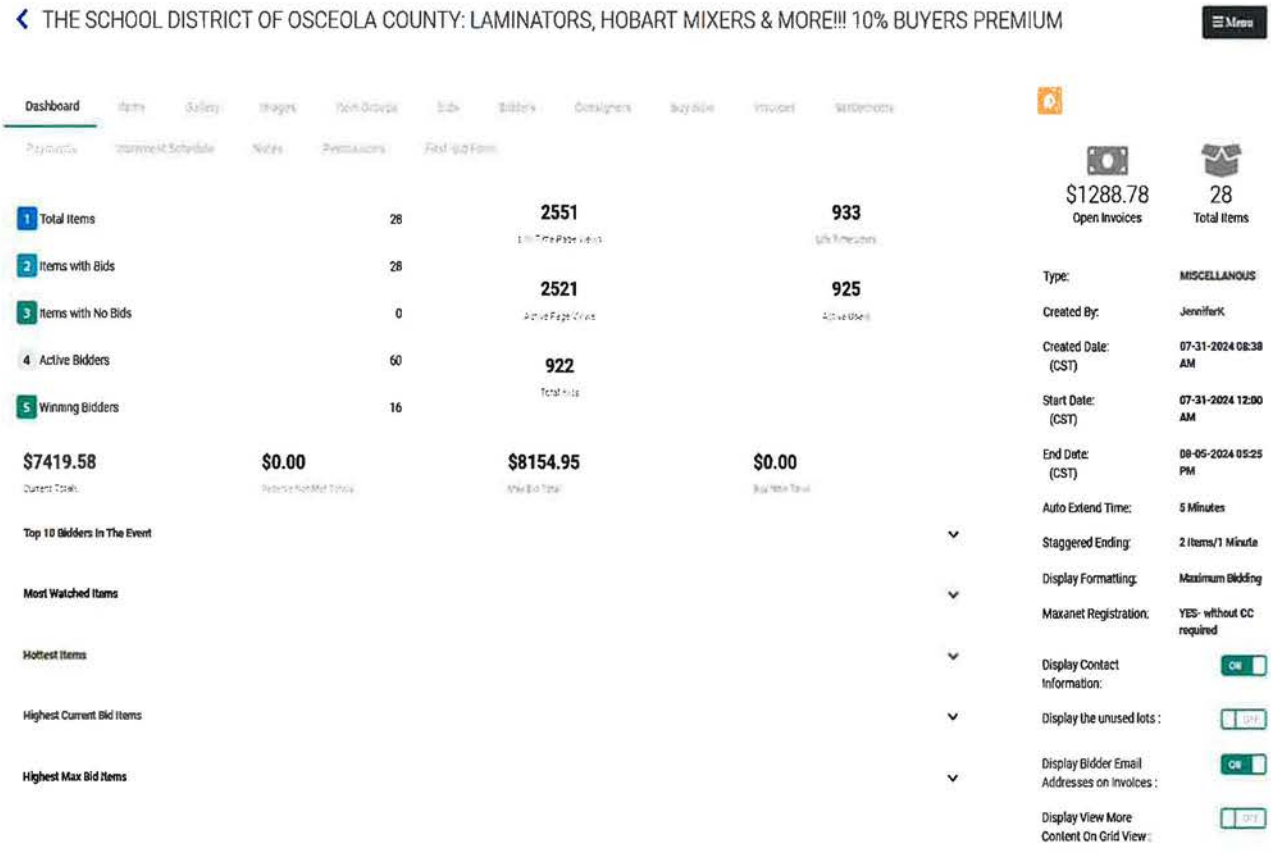
SubTotal:	$24.00
Cash Total Due:	$0.00
Paid Cash:	$40.00
Change:	$16.00

Notes:

REPORTS

There are many reports that are customizable to suit The School District of Osceola County's needs.

- **Auction Summary**: Summary of the Accounting information for the Auction; Includes; Items, Images, Bids, Bidders, Invoices, Settlements, Payments, and analytical data shown below.
- There is an master excel report function that is an easy 1 click process to get all important Auction data including: Auction Name, Item Number, Categories, Item Description, Additional Description, Bids, Final Bid, Bidder, Email, Bidder Name, Bidder Company Name, Bidder Work Phone, Bidder Address, End Date(CST), Payment Status, URL Link and more.



Tab 4 – Qualifications/Experience of Personnel

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

George Gideon Auctioneers, Inc. employs knowledgeable and courteous employees who have been trained to handle our clients and customers in a helpful and welcome manner. We understand the importance of image and service and insist that these attributes be used in tandem with **George Gideon Auctioneers, Inc**. Our office staff is cross-trained in all facets within the office to facilitate the efficiency and flow of operation necessary for a successful Auction.

George Gideon

WORK EXPERIENCE

9/96 to Present

Mr. Gideon is the Owner of **George Gideon Auctioneers, Inc.** He is responsible for day to day operations of a multi-state Auction company specializing in the remarketing of fleet vehicles and equipment of Government and Utility Companies.

1/79 to 9/96

Mr. Gideon was the Sales Manager for Rene Bates Auctioneers, Inc. He was responsible for the day-to-day handling of numerous Auctions. The duties performed were such as, but not limited to: preparing of proposals, signing contracts, directing the advertising, setting up sales, conducting the Auctions, billing, and handling any necessary follow up.

As Owner and President of **George Gideon Auctioneers, Inc.**, with over forty-five (45) years' experience in Government Auctions, he will be responsible for the following:

Personally supervise all areas of Auction business, from advertising to set-up through post-Auction
Work with advertising layout and placement
Personally contact known Buyers
Necessary follow-up concerning the Auction

Anita Gideon

WORK EXPERIENCE

9/96 to Present

Ms Gideon is Co-Owner and Vice President for **George Gideon Auctioneers, Inc.** She is responsible for staff management and daily office operations management.

As Owner and Vice-President of **George Gideon Auctioneers, Inc**., with twenty-eight (28) years' experience in Government Auctions, Anita Gideon will be responsible for the following tasks:

Supervise the following:
Advertising layout and placement
Mailing Insurance Certificate
Pre-Auction meetings
Necessary follow-up concerning the Auction

Amy Reinhard

WORK EXPIERENCE

5/01-Present

Mrs. Reinhard is the Operations Manager for **George Gideon Auctioneers, Inc**. She is responsible for day-to-day office operations including office management, advertising, client relations and reconciliations, proposal preparations and employee management.

As the Office Manager for George Gideon Auctioneers, Inc., with twenty-three (23) years' experience in Government Auctions, Mrs. Reinhard will manage the following tasks:

Handling daily operation of Auction office and facility
Assist in the planning and scheduling of Internet Auctions
All phases of Auction Sales Set-up
Performs all phases of title work and proper title transfers for Internet Sales (if warranted)
Auction activity input
Collects all funds from Internet purchased items
Responsible for and assist with all Cashier balancing at end of Auction

Manage records for Tax Exemption and Dealer Licenses
Any necessary follow-up concerning Auction
Reconcile client inventories/reports

Jason Gideon

WORK EXPERIENCE

2001-Present

Mr. Gideon is the Internet Sales Manager for **George Gideon Auctioneers, Inc.** He is responsible for day-to-day yard operations including yard and equipment management, assisting with client and customer relations, and responsible for Online Auction inventory.

As the Internet Sales Manager for **George Gideon Auctioneers, Inc**., with twenty-three (23) years' experience in Auction computer operation, and yard management. Mr. Gideon is responsible for the following:

Supervises the day to day operation and management
Maintains the Office and sales lot security
Handles and maintains all On-Line Sales
Handles Internet Auction Sales setup
Takes pictures for inventory for On-Line Sales
Assist in Pre-Auction Organizational Meeting
Handles all data entry for Internet Customers
Bidder registration and data entry
Assist in Handling Customer and Client relations
Responsible for all Internet Buyer invoices
Contacts all Internet Buyers regarding Purchases and arranging payment
Assist with necessary follow-up concerning Auction
Customer care and experienced problem handler

Jennifer Kendal

2014 - Present

Ms. Kendal is the Internet Sales Associate for **George Gideon Auctioneers, Inc**. She manages and maintains the company's computers, networks and websites. She assists in the day to day operations of our Internet Auctions.

As support staff of **George Gideon Auctioneers, Inc**., with ten (10) years' experience in computer technologies, internet marketing and internet Auctions. Ms. Kendal will be responsible for the following tasks:

Maintaining and updating Auction website
Assist with taking pictures for inventory for advertising
Work on Internet Page preparation
Assist with advertising schedules
Assist with advertising placement
Implementing item specific internet advertising schemes
Assist with Internet Auction Sales setup
Assist with the maintenance of the Office and sales lot security
Maintaining office equipment and technologies
Familiar with all Computer programs and Software currently using

Peggy Reynolds

Auction Title Supervisor for **George Gideon Auctioneers, Inc**. with fifteen (15) years
experience in Vehicle Title work. She is responsible for the following:

Organize and maintain Titles
Supervise the following:
Necessary paperwork associated with each title, i.e. Special Use,
Restriction or Notarized papers necessary or pertinent to process title work
Cross referencing title vehicle number with physical vehicle
All titles are properly closed in to a buyer
All out-of-state Buyers and foreign Buyers are informed of the laws of the State of Florida
Register Buyers

References

Volusia County, Florida	
Date of services	From 3/1997 to current
Description of services	We provide for Volusia County Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers.
Address	123 W. Indiana Ave., Rm. 302, DeLand, FL 32720-4608
Contact	Kathy Williams, Procurement Manager MBA CPPB CPPO
Contact phone number	386/626-6625
Contact email	kwilliams@volusia.org
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Lake County, Florida	
Date of services	From 6/1997 to current
Description of services	We provide for Lake County Board of County Commissioners On-Line Auctions. All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers.
Address	315 W. Main Street, Tavares, FL 32778
Contact	Ron Falanga, Director of Procurement Services
Contact phone number	352-343-9424
Contact email	rfalanga@lakecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Orange County Public Schools, Florida	
Date of services	From 5/1998 to current
Description of services	We provide for Orange County Public Schools On-Line Auctions. All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site.
Address	6501 Magic Way Blvd Building 400, Orlando, FL 32809
Contact	Christopher M. Reed, Director, Material Management
Contact phone number	407/317-3700 ext. 2025290
Contact email	Christopher.Reed@ocps.net
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Seminole County, Florida	
Date of services	From 1997 to current
Description of services	We provide for Seminole County On-Line Auctions. All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site.
Address	1301 E Second Street, Sanford FL 32771-1468
Contact	Kelli Burrier, Property Adminstrator
Contact phone number	407-665-7129
Contact email	kburrier@seminolecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Brevard County Sheriffs Office, Florida	
Date of services	From 2001 to current
Description of services	We provide for Brevard County Sheriffs Office On-Line Auctions. All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers.
Address	850 Earle Petty Way, Cocoa FL 32927
Contact	Mark Deitz, Fleet Manager
Contact phone number	321-633-1715
Contact email	mark.deitz@bcso.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Volusia County Public Schools, Florida	
Date of services	From 7/2000 to current
Description of services	We provide for Volusia County Public Schools Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers or sold onsite.
Address	1648 Hancock Blvd., Daytona Beach, FL 32114
Contact	Mr. Chris Boyer, Fleet Director/Finance Director
Contact phone number	386/258-4667 ext. 50542
Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon


Volusia County
Palm Bay
Greater Orlando Aviation Authority
Awarded Contracts we hold Similar in Size
Polk County
Lake County
Orlando Utilities Commission

Agencies we sell for with surplus similar or greater in size and scope

Seminole County	Polk County	Osceola County	Lake County
Volusia County	Lake County Scheriff	Volusia County Sheriff	Brevard County Sheriff
Osceola County Sheriff	Orange County Public Schools	Volusia County Public Schools	Brevard County Public Schools
Lake County Public Schools	Orlando Utilities Commission	Greater Orlando Aviation Authority	Clay Electric
Sumter Electric	City of Altamonte Springs	City of Palm Bay	City of Winter Park

Tab 5 – Approach and Methodology

George Gideon Auctioneers has a multi-faceted approach and methodology when it comes to selling your surplus. We like to focus a several key but independent areas such as:

- Liability
- Maximum selling price
- Ease of use for Agencies
- Ethics

Though combining these areas, we believe that a good product is made that suits all aspects of selling your surplus.

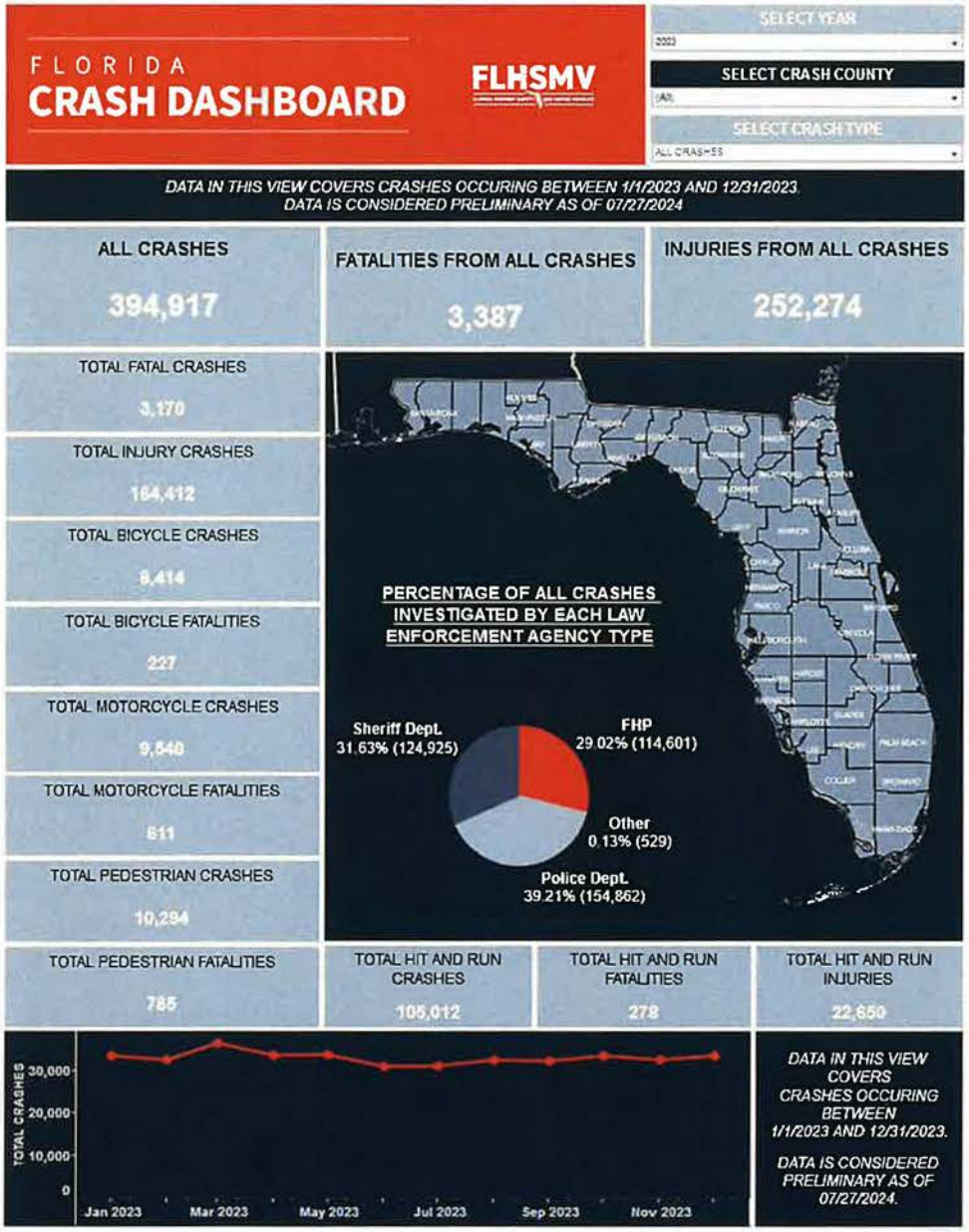
Liability

We like to make sure that any incurred liability from the selling process is minimized to keep you safe from frivolous lawsuits and misunderstandings with customers and regulatory agencies.

A few ways that we reduce your liability are:

- Processing your title work as a State of Florida Automobile dealer, although you can sell a vehicle yourself and sign it over to the buyer, DOT does not consider it legally transferred in the buyers name until they go to the tag office and do so themselves. As a dealer we are required to abide by all State of Florida DOT guideline to make sure that proper and legal title transfers are preformed.
- Selling items as a COD (certificate of destruction). Whenever a badly wrecked or undriveable item is sold with a COD it cannot be driven on a public road again, thereby negating the chance of being implicated in a lawsuit for a faulty vehicle.

- Below is a screenshot of the Florida DMV dashboard for crash statistics concerning the 2023 year. You will see there is a staggering number of recorded crashes, and all it takes is one of those to be in a vehicle sold by you that did not have its title completely transferred to open you up to lawsuits!



- Accurate descriptions of items after years of selling many items will give the most accurate description thereby reducing misunderstandings
- Making sure unsafe items are towed off property and not driven off property. If a titled item does not have a transferred legal tag registered to it you can be on the hook for letting them off your property

Maximum selling price

Getting the maximum selling price for your items is an important part of our services and something that people pay the most attention to.

We offer many advertising venues to get the maximum publicity such as trade publications, independent Auction calendars, social media, and sponsored events.

We also have a bid extension option for selling your items. This extends the Auction end time for each individual item whenever it is bid on in the last 5 minutes. This creates more of a live Auction competitive feel sometimes increasing the final sale price by up to twice the price compared to selling without bid extensions.

Most items are sold at our facility allowing all the agencies that we sell for to work in unison and feed off each other's publicity and interest in items being sold here. By keeping the items at our facility this also allows our trained staff to take more detailed shots of items as well as videos of items running, and we all know a running vehicle will always bring more money.

Being a full service facility we can get more for items sold here due to the fact that buyers can do all the title work here, and we will forklift load items onto their trailers or trucks thereby negating the extra cost incurred by them and allowing that cost to be put towards the purchase price of their items.

Ease of use for Agencies

We pride ourselves on being a full-service Auction Company and as such can cater our services to more directly meet the needs of the Government Agencies we sell for. Just a few of the services we offer are:

- An Auction employee can catalog and sell items either at our facility or the Agencies facility
- Collecting and remitting the sales tax to the State on all sales for the Agency
- Reconciling items sold
- Arranging transport of items to our facility
- Transferring titles for the Agencies we sell for
- Answering buyers' questions
- Removing items from the Agencies facilities
- Posting items online for Agencies to sell

Ethics

- Shill bidding and how it can get you in trouble legally and in noncompliance with State Statutes!
    - Ucc code 2-328 (this law is enacted verbatim from the UCC code)

The 2023 Florida Statutes (including Special Session C)

Title XXXIX	Chapter 672
COMMERCIAL RELATIONS	UNIFORM COMMERCIAL CODE: SALES

- (1) In a sale by auction if goods are put up in lots each lot is the subject of a separate sale.
- (2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his or her discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling.
- (3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he or she announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his or her bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid.
- (4) If the auctioneer **knowingly receives a bid on the seller's behalf** or **the seller makes or procures such a bid**, and notice has not been given that liberty for such bidding is reserved, the buyer may at his or her option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale.
- http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0672/0672.html

Law Insider defines a shill as "**Shill** means an employee or agent of the registrant who bids against legitimate bidders at an auction to escalate bidding."

For years shill bidding has been done to artificially drive up the selling price of an item without the intention of buying it. It is only supposed to be done on behalf of the seller (bolded in the above section that shows and excerpt of the statute) and shill bidding is only valid if it strictly follows UCC code 2-328.

This is not only illegal if done improperly but also ethically immoral since when through an online platform the Auctioneer has access to the bidders maximum bid and can easily and effortlessly run up the bid to that amount, thus ruining the good faith that is put in the Auctioneer and the selling Agency for running a fair Auction.

If shill bidding is not done exactly to the scope of State Statute it is a crime and has been prosecuted up to a felony in other states. This is not something any Government Agency wants to be included in on.

https://www.naag.org/wp-content/uploads/2020/10/391.civil_.NY-v.-Baranovich-NY-v.-Eggleston-settlement-3.pdf

Not only does statute 2-328 outline the trouble an Auctioneer and agency can get in for shill bidding BUT statute 468.389 expressly prohibits shill bidding.

The 2024 Florida Statutes

Title XXXII
REGULATION OF PROFESSIONS AND OCCUPATIONS

Chapter 468
MISCELLANEOUS PROFESSIONS AND OCCUPATIONS

View Entire Chapter

468.389 Prohibited acts; penalties.—

(1) The following acts shall be grounds for the disciplinary activities provided in subsections (2) and (3):

(a) A violation of any law relating to trade or commerce of this state or of the state in which an auction is conducted.

(b) Misrepresentation of property for sale at auction or making false promises concerning the use, value, or condition of such property by an auctioneer or auction business or by anyone acting as an agent of or with the consent of the auctioneer or auction business.

(c) Failure to account for or to pay or return, within a reasonable time not to exceed 30 days, money or property belonging to another which has come into the control of an auctioneer or auction business through an auction.

(d) False, deceptive, misleading, or untruthful advertising.

(e) Any conduct in connection with a sales transaction which demonstrates bad faith or dishonesty.

(f) **Using or permitting the use of false bidders, cappers, or shills.**

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0468/Sections/0468.389.html

- Honest advertising

If there are known defects, especially with a vehicle, they should ALWAYS be disclosed. A bent frame, bad brakes, flood vehicles, etc are just asking for an accident and lawsuit. Some Auctioneers may overlook it for a higher return, but it is never worth it in the end.

Tab 6 – District's Small Business Enterprise ("SBE") and Veteran Business Enterprise ("VBE") Program Participation Guidelines

George Gideon Auctioneers is not a SBE or VBE, nor is any of it's subcontractors.

Tab 7 – Other Services

Transport charges are listed in Tab 9.

Access to the dashboard on our website (not available as a piggyback option) with the ability to download previous Auction reports, specific Auction specifics and buyer information.

Tab 8 – References

Volusia County, Florida	
Date of services	From 3/1997 to current
Description of services	We provide for Volusia County Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers.
Address	123 W. Indiana Ave., Rm. 302, DeLand, FL 32720-4608
Contact	Kathy Williams, Procurement Manager MBA CPPB CPPO
Contact phone number	386/626-6625
Contact email	kwilliams@volusia.org
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Lake County, Florida	
Date of services	From 6/1997 to current
Description of services	We provide for Lake County Board of County Commissioners On-Line Auctions. All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers.
Address	315 W. Main Street, Tavares, FL 32778
Contact	Ron Falanga, Director of Procurement Services
Contact phone number	352-343-9424
Contact email	rfalanga@lakecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Orange County Public Schools, Florida	
Date of services	From 5/1998 to current
Description of services	We provide for Orange County Public Schools On-Line Auctions. All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site.
Address	6501 Magic Way Blvd Building 400, Orlando, FL 32809
Contact	Christopher M. Reed, Director, Material Management
Contact phone number	407/317-3700 ext. 2025290
Contact email	Christopher.Reed@ocps.net
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Seminole County, Florida	
Date of services	From 1997 to current
Description of services	We provide for Seminole County On-Line Auctions. All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site.
Address	1301 E Second Street, Sanford FL 32771-1468
Contact	Kelli Burrier, Property Adminstrator
Contact phone number	407-665-7129
Contact email	kburrier@seminolecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Brevard County Sheriffs Office, Florida	
Date of services	From 2001 to current
Description of services	We provide for Brevard County Sheriffs Office On-Line Auctions. All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers.
Address	850 Earle Petty Way, Cocoa FL 32927
Contact	Mark Deitz, Fleet Manager
Contact phone number	321-633-1715
Contact email	mark.deitz@bcso.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Volusia County Public Schools, Florida	
Date of services	From 7/2000 to current
Description of services	We provide for Volusia County Public Schools Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers or sold onsite.
Address	1648 Hancock Blvd., Daytona Beach, FL 32114
Contact	Mr. Chris Boyer, Fleet Director/Finance Director
Contact phone number	386/258-4667 ext. 50542
Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only) George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

$90 for each vehicle less than 1 ton

$175 for each vehicle 1 ton or more

$400 per bus

$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of $3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Tab 10 – Addenda

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

817 Bill Beck Boulevard • Kissimmee• Florida 34744-4492
Phone: 407-870-4600 • Fax: 407-870-4010 • www.osceolaschools.net

SCHOOL BOARD MEMBERS
District 1 – Teresa "Terry" Castillo – Vice Chair
407-577-5022
District 2 – Julius Melendez
321-442-2862
District 3 – Jon Arguello
407-433-9082
District 4 – Heather Kahoun - Chair
689-241-7822
District 5 – Scott Ramsey
321-402-9145

Superintendent of Schools
Dr. Mark Shanoff

Director of Purchasing
Kristine Rodriguez, CPSM, NIGP-CPP, CPPO, CPPB

Supervisor of Purchasing
Cheryl Hood, CPPB

July 30, 2024

RFP # SDOC-25-P-007-LV
Online Auction Services

Addendum #1

The original Invitation to Bid #SDOC-25-P-007-LV documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. The Bid opening is scheduled for **Wednesday, August 8, 2024, at 2:00 PM.**

This addendum is being issued to address the following questions that were received.

1. Q. Who is your current auction vendor?

   A. George Gideon Auctioneers, Inc. and The Public Group Inc.

2. Q. How many auctions do you typically conduct in a year?

   A. We have no set number, we have them on an as needed basis. As frequently as we need.

3. Q. What type of items are you selling at these auctions?

   A. Cars, SUV's, buses, white fleet, office furniture, classroom furniture, machinery and miscellaneous items are a few examples. All surplus items except textbooks and technology.

4. Q. If you are selling titled items, how are the titles handled?

   A. We do the title work if our Awarded Vendor cannot. No blank titles will be issued. Please list the capabilities of your company.

5. Q. Would The Osceola County School District be interested in having an auction company handle buses and white fleet only, separate from the office items?

   A. Please see Page 3, section 25 Award. Please list your capabilities in your response

6. Q. What are the commission terms on your current contract?

   A. For George Gideon it varies. Please refer to Vendorlink.osceola.org, click on the contracts tab, and in the Contract ID Number add C-21-0466-AD to see all their contract. The Public group is as follows and has a buyer's premium of 10.5% but no commission. If you would like to see this contract in full, enter C-21-0465-AD in the Contract ID.

7. Q. What was the School Board's historic auction sales volume in 2024, 2023, 2022, and 2021? Please provide number of assets sold and total sales by year.

   A. It is not possible to give you a number of assets sold, but total sales for the 4 years is $235, 255.40.

8. Q. What is the percentage of surplus sold through Public Surplus versus George Gideon per year?

   A. Unfortunately that information is not available at this time. .

9. Q. Is the School Board interested in a self-service solution (School Board staff takes photos of assets and creates auction listings), or does the School Board prefer the vendor to provide on-site photography and auction listing creation?

   A. The District currently has both options, please list your capabilities.

10. Q. Will the School Board be responsible for releasing purchased assets to buyers at your chosen times?

    A. Monday through Friday 7:30-2:30 if you purchased something located at the 2 District sites. If the items are purchased at the auction site, you must follow their policies.

11. Q. Are respondents permitted to propose two pricing options within the same proposal, as long as the details of both options are clearly stated in line with 4.02 Tab 9 instructions?

    A. Yes

12. Q. Regarding 2.0. h. Provide additional surplus transportation services. Is your agency open to considering a disposition model where sales of surplus assets are facilitated by a vendor representative onsite, to avoid the costs and risks associated with transportation and storage of surplus assets offsite. Is the option to transport, store, and sell surplus assets offsite a requirement?

    A. It is not requirement. Please list all your capabilities and see Page 3, section 25 Award.

13. Q. Will the resulting contract(s) be made available for cooperative use? If so, please indicate if the cooperative use includes only political subdivisions within Osceola County or if it may include any political subdivisions in Florida.

    A. Please see Page 3, section 35 Other Agencies.

14. Q. Does the School Board intend to answer all vendor questions in a single batch on July 30, 2024? Or, would the School Board kindly consider answering vendor questions in multiple batches, earlier in the timeline (perhaps even prior to the 7/23 pre-bid conference), so that vendors may have adequate time to complete their RFP responses prior to the submission deadline? We are concerned that we may not receive a response from the School Board until just a few days prior to the bid opening, especially accounting delivery of hard copy proposals.

    A. All question will be answered in the Addendum released on July 30, 2024.

15. Q. If transportation of surplus is required, how many pick up locations there are and what are the addresses for each location?

    A. Two (2) locations, both in Kissimmee - Warehouse (817 Bill Beck Blvd) and Transportation Department (401 Simpson Rd).

16. Q. The following questions reference the fee schedule and grading of it:
    a. How will a buyer's premium be evaluated?
    b. Will a buyer's premium have the same impact percentage point for percentage point as a commission?
    c. How will the following rebates be evaluated:
       i. Rebate for items sold for the district (I.E. 1% rebate for all items sold for the district, so if something sells for $100 then the district receives $1 back)?
       ii. Rebate for proceeds of items sold by agencies that piggyback the contract (I.E. 1% of items sold by an agency piggybacking the contract, if an agency piggybacks the districts contract and 1% of what the vendor receives goes to the district then an item that sells for $1000 at 10% buyer's premium then the vendor receives $100, and the district gets 1% of that which is $1)?
    d. If a buyer's premium is allowable is the vendor required to list it?

e. If a buyer's premium is to be listed must the vendor list the maximum amount they charge? I.E. a vendor charges 10% for live sales but 12% for online sales. Since the vendor offers both options to buy must they list the highest one?
f. Is there an explicit breakdown on how all fees are evaluated?

A. Yes, please list all your fee's. Please list your capabilities, we are grading as a whole and what is in the best interest of the District.

17. Q. Do local (City and County adjacent vendors) get extra points in evaluation?

A. No, we do not have a local preference.

18. Q. Is there a maximum range that the Auction facility can be for transporting items? We ask this so that District constituents and taxpayers are able to see items for sale easily.

A. No maximum range. Please list your capabilities.

19. Q. How much dry and covered storage area out of the elements is the vendor required to have?

A. There is no specific amount of space required. What is required is that the items that need to be stored in a dry space are. Please list your capabilities.

20. Q. What security measures is the vendor required to have at their facility to protect county surplus?

A. There is no specific amount of security required, but you are responsible for keeping the Districts items secure. Please list your capabilities.

21. Q. Will there be any miscellaneous included in the surplus offered in this bid?

A. Yes

22. Q. What is the ratio of miscellaneous to vehicles in the bid? I.E. 10% of the items are vehicles and 90% are miscellaneous?

A. 70% Miscellaneous, 30% Vehicles

23. Q. Must the vendor be required to transfer all titled items as per Florida DMV guidelines?

A. Please refer to Question #4

24. Q. Must the Auction be open to the general public?

A. The District would like as many people notified as possible. Please list your capabilities

25. Q. Must the Auction on the vendors property be open during the week to potential bidders to see items in person?

A. The District would like people to be able to view items if necessary. Please list your capabilities

26. Q. Must the Auction be open to the public free of charge? Or can an entrance fee or deposit be charged to bid? And if so how much of an entrance fee/deposit can the vendor charge? ($100, $500, $2000, etc…)

A. Please list your capabilities.

27. Q. The following questions is regarding shill bidding (NYU defines it as "the deliberate placing bids on the seller's behalf to artificially drive up the price of his auctioned item"):
g. Does the District give the vendor or affiliate of the vendor permission to raise the price on District items through shill bidding (I.E. bidding on the owner's behalf)?
h. Can the vendor state on the website that they can do shill bidding (I.E. bidding on the owner's behalf) with the Districts permission?

A. No (g) No (h)

28. Q. Is the vendor allowed to drive District vehicles to their facility while still titled in the District's name? Must all vehicles be towed by a transporter meeting all insurance requirements?

A. The titles are transferred before the vehicles leave property. Yes, you must meet all insurance requirements.

29. Q. The way we understand it under the scope of services 2.0 on page 4 is that a vendor MUST comply with all of the subsection's a-h and a bid is deemed nonresponsive if they don't?

A. This is a RFP, which means the district is asking for what it wants in a-h, but we are asking for your capabilities, which a committee will score accordingly and will be awarded to the highest ranking firm(s).

30. Q. For further clarification on section 2.0 page 4, must the winning bidder allow the district access to their bidding and cataloging platform so the district may also be able to add items and pictures to the Auction platform on the Districts property?

A. Yes, the District would like access. Please list your capabilities.

31. Q. If the proposer does not meet the SBE/VBE guidelines (e.g., not providing evidence of Good Faith Effort), will the proposer be eliminated from eligibility for award, or will the proposer lose the 10 evaluation points?

A. You will not be eliminated from eligibility of Award. You will not receive the 10 weighted value for that tabbed section. The District has a relatively new program for SBE/VBE and participation is encouraged.

32. Q If the proposer will self-perform the contract (no need for subcontractors to perform the services), how might the proposer still make Good Faith Efforts to comply with the SBE/VBE guidelines?

A. Your company would need to be SBE/VBE certified to receive the points, however it is not mandatory.

If you should have any questions regarding this addendum, please do not hesitate to contact Loni VanBenthuysen, - Senior Buyer, the Purchasing Agent responsible for this project at Loni.vanbenthuysen@OsceolaSchools.net or by phone at 407-870-4626.

Sincerely,

Cheryl M. Hood
Cheryl M. Hood, CPPB
Supervisor of Purchasing

Acknowledgment of Addendum #1 by Vendor:
This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to RFP, RFP title and number.

This is to acknowledge receipt of this addendum, which will become part of the RFP document.

George Jason Gideon	Sales Manager
NAME (TYPED OR PRINTED)	TITLE
Jason Gideon	George Gideon Auctioneers Inc
SIGNATURE	VENDOR NAME
7/31/24	407-886-2211
DATE	PHONE NUMBER

onlinesales@ggauctions.com
GENERIC EMAIL ADDRESS FOR FUTURE QUOTES

Tab 11 – Additional Requirements Attachments

RFP # SDOC-25-P-007-LV

8/7/2024, 2024

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse Services
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4492

The undersigned hereby declare that [firm name] George Gideon Auctioneers Inc. have carefully examined the specifications to furnish:

Online Auction Services

For which proposals were advertised to be received **no later than 2:00 p.m., local time, August 8, 2024** and further declare that will furnish the **Online Auction Services** according to specifications.

Prompt Payment Terms: see bid % 10 Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES X NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____% NO X

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. **SDOC-24-P-007-LV** and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Company George Gideon Auctioneers Inc.

Per George Jason Gideon (Print name)

Signature Jason Gideon

Address 2753 N Hwy 441

City Zellwood State FL ZIP 32798

List local (Osceola County) office address if applicable and provide supporting documentation. (Business Tax Receipt).

Telephone 407-886-2211 Fax 407-886-2248

E-Mail Address: onlinesales@ggauctions.com

Dunn & Bradstreet # 039195925 Fed. I.D. # 59-3404789

Division of Corporations Registration Number: P96000084454

Attachment "A"

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jason Gideon
Vendor's Signature

RFP # SDOC-25-P-007-LV

Attachment "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities.* The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George Gideon Auctioneers Inc.
Organization Name

SDOC-25-P-007-LV Online Auction Services
RFP Name & Number

Jason Gideon, Sales Manager
Names and Titles of Authorized Representative(s)

Jason Gideon
Signature(s)

8/2/24
Date

RFP # SDOC-25-P-007-LV

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I *(printed name)* George Jason Gideon am the *(title)* Sales Manager and the duly authorized representative of the firm of *(Firm Name)* George Gideon Auctioneers Inc. whose address is 2753 N Hwy 441 Zellwood FL 32798, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Osceola County, nor has any outstanding past due debt to the School Board of Osceola County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List) None

Signature: Jason Gideon

Printed Name: Jason Gideon

Firm Name: George Gideon Auctioneers Inc

Date: 8/7/24

COUNTY OF Lake STATE OF Florida

Sworn to and subscribed before me this 7 day of August, 2024, by George Jason Gideon, who is personally known to me or who has produced drivers license as identification.

Appeared in Person

Mandie Dobes

NOTARY PUBLIC – STATE OF Florida

Type or print name: Mandie Dobes

Commission No.: HH 247191

Commission Expires: April 17, 2026

(Seal)

MANDIE F. DOBES
Notary Public - State of Florida
Commission # HH 247191
My Comm. Expires Apr 17, 2026

RFP # SDOC-25-P-007-LV

Attachment "J"

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

(INSERT INTO BIDDER'S CERTIFICATION FOR SOLICITATIONS $1 MILLION +)

I hereby certify that neither bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

Jason Gideon

Signature Printed Name

Sales Manager

Title

George Gideon Auctioneers Inc. 8/2/24

Company Name Date

RFP # SDOC-25-P-007-LV

Attachment "K"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: George Gideon Auctioneers Inc.

Vendor FEIN: 59-3404789

Vendor's Authorized Representative Name and Title: Jason Gideon, Sales Manager

Address: 2753 N Hwy 441

City: Zellwood State: FL Zip: 32798

Phone Number: 407-886-2211

Email Address: onlinesales@ggauctions.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: Jason Gideon
Authorized Signature

Print Name and Title: Jason Gideon, Sales Manager

Date: 8/2/24

George Gideon Auctioneers, Inc.
P.O. Box 1179 • Zellwood, FL 32798
407/886-2211

Tuesday, July 14, 2026

Chief Henry E. Rains
Fruitland Park Police Department
506 W. Berckman St.
Fruitland Park Fl, 34731

Re: Piggy-Back Agreement - School District of Osceola County

Chief Henry E. Rains,

This letter will serve as authorization for Fruitland Park to "Piggy-Back" our Auction contract for "Online Auction Services" currently in effect between George Gideon Auctioneers, Inc. and the School District of Osceola County, FL RFP#SDOC-25-P-007_LV, effective until January 2028 with the option for (2) single year extensions.

We look forward to working with Fruitland Park.

If you have any questions, please feel free to contact us.

Sincerely,

Jason Gideon, Sales Manager
George Gideon Auctioneers, Inc.

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number: 3b

ITEM TITLE: **Resolution 2026-041 Approving the 5th Amendment to the Interlocal Agreement Between Lake County and City of Fruitland Park Relating to the Provision of Library Services**

MEETING DATE: August 27, 2028

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: library director/city manager

BRIEF NARRATIVE: **Resolution 2026-041** approves the 5th amendment to the Interlocal Agreement with Lake County for the provision of Library services in Fruitland Park.

On September 10, 2019, Lake County entered into an Interlocal Agreement with the City of Fruitland Park to be part of the Lake County Library System public library cooperative. The initial agreement was for three (3) years with an expiration of September 30, 2022. The Interlocal Agreement has been extended four times with the 5th extension being what City Commission is considering with this Resolution. The extension will be for 12-month period expiring on September 30, 2027.

The County will allocate a base amount of $30,000 to the City to assist with funding programs and services at the Fruitland Park Library.

Partnering with the County for library services has been beneficial to both the City and to the County and it is recommended that the partnership continue.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2026-041, Fifth Amendment to Interlocal Agreement

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-041**

RESOLUTION 2026-041

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is a member of the Lake County Library System; and

WHEREAS, on September 10, 2019 the City of Fruitland Park entered into an Interlocal Agreement with Lake County, Florida, for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public cooperative (the "Agreement"); and

WHEREAS, on September 13, 2022, September 12, 2023, September 24, 2024, and September 28, 2025, the Agreement was extended, each for an additional one-year term; and

WHEREAS, the City of Fruitland Park and Lake County desire to extend the Agreement for an additional twelve-month period expiring September 30, 2027; and

WHEREAS, the County will be allocating $30,000 to assist with funding of programs and services at participating libraries, inclusive of the City of Fruitland Park Library; and

WHEREAS, the City Commission finds that extending the Agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission desires to enter into the Fourth Amendment to Interlocal Agreement between the parties relating to provision of library services.

NOW, THEREFORE, **BE IT RESOLVED** by the Commissioners of the City of Fruitland Park, Lake County, Florida, as follows:

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

Section 2. The Fifth Amendment to Interlocal Agreement between Lake County, Florida, and the City of Fruitland Park Relating to the Provision of Library Services, a copy of which is attached hereto, is approved.

Section 3. The Commission authorizes the Mayor to execute the Fifth Amendment to Interlocal Agreement between Lake County, Florida, and the City of Fruitland Park Relating to the Provision of Library Services.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED and RESOLVED this 27th day of August 2026, by the City Commission of the City of Fruitland Park, Florida.

_____
Chris Cheshire, Mayor

Attest:

_____
Gwendolyn Johns, City Clerk

Mayor Cheshire	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Vice Mayor DeGrave	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Williams	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Goldberg	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Raysin	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

FIFTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK
RELATING TO THE PROVISION OF LIBRARY SERVICES

This is the Fifth Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", by and through its Board of County Commissioners, and the City of Fruitland Park, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as "Municipality," by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the "Agreement"); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, on September 24, 2024, County and Municipality entered into a third extension of the Agreement for an additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, on September 9, 2025, County and Municipality entered into a fourth extension of the Agreement for an additional 12-month period expiring on September 30, 2026 (Fourth Amendment); and

WHEREAS, the parties now want to extend the Agreement for a fifth, additional 12-month period expiring on September 30, 2027 (Fifth Amendment); and

WHEREAS, executing this Fifth Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Fifth Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term*,** is hereby amended to allow for an additional 12-month period and terminating on September 30, 2027, and is hereby amended as follows:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on ~~September 30, 2026~~ September 30, 2027, unless terminated earlier in accordance with the provisions of the Agreement.

B. Section 13, Paragraph (E), ***Appropriation of County Funds for Municipality***, is hereby amended to provide funding for the additional "Year Eight" created by the 12-month extension of the Term under this Fifth Amendment and is hereby amended to add:

Year Eight: The COUNTY shall allocate a base amount of thirty thousand dollars ($30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Fifth Amendment conflicts with the Agreement, this Fifth Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Fifth Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

MUNICIPALITY

CITY OF FRUITLAND PARK, FLORIDA

_____
Chris Cheshire, Mayor

This ____ day of _____, 2026.

ATTEST:

_____
Gwen Johns, MMC, City Clerk

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY

SHEET Item Number: 3c

ITEM TITLE: **Resolution 2026-044 Auction Services Piggyback Contract – Osceola County School District – George Gideon Auctioneers Inc.**

MEETING DATE: August 27, 2026

DATE SUBMITTED: August 21, 2026

SUBMITTED BY: City Attorney/City Manager/Police Chief

BRIEF NARRATIVE: **Resolution 2026-044** approves the piggyback agreement for online services with George Gideon Auctioneers Inc. approved by the School District of Osceola County on October 22, 2024

This resolution will approve use of the piggyback agreement, and a letter has been received that allows for the City of Fruitland Park to piggyback on the contract with permission too piggyback on the School Board of Osceola County's contract.

FUNDS BUDGETED: None

ATTACHMENTS: Proposed resolution and contract.

RECOMMENDATION: Approval

ACTION: **Adopt or deny Resolution 2026-044**

RESOLUTION 2026-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT FOR ONLINE AUCTION SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND GEORGE GIDEON AUCTIONEERS, INC. PER THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FL CONTRACT #C-25-0393-LV FOR AUCTION OF SURPLUS PROPERTY OWNED BY THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The School District of Osceola County, FL issued a competitive bid and awarded a contract (#C-25-0393-LV) to George Gideon Auctioneers, Inc. for auctioneer services to auction surplus property such as vehicles owned by the City of Fruitland Park, FL;

WHEREAS, the City of Fruitland desires to enter into the Piggyback Agreement for Online Auction Services between the City of Fruitland Park, Florida and George Gideon Auctioneers, Inc. per the School District of Osceola County, FL Contract #C-25-0393-LV; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to enter into the Piggyback Agreement for Online Auction Services with George Gideon Auctioneers, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commissions approves the Piggyback Agreement for Online Auction Services between the City of Fruitland Park, Florida and George Gideon Auctioneers, Inc. per the School District of Osceola County, FL Contract # C-25-0393-LV.

Section 2. The Commission authorizes the City Manager to execute the Piggyback Agreement and any other necessary documents.

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

PASSED AND RESOLVED this 27th day of August, 2026, by the City Commission of the City of Fruitland Park, Florida.

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)
Commissioner Goldberg	____(Yes),	____(No),	____(Abstained),	____ (Absent)

Approved as to form:

SEAL

_____
Anita Geraci-Carver, City Attorney

PIGGYBACK AGREEMENT FOR ONLINE AUCTION SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND GEORGE GIDEON AUCTIONEERS, INC. PER THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FL CONTRACT #C-25-0393-LV

THIS AGREEMENT is made this 27TH day of ~~A~~UGUST 2026 by and between **THE CITY OF FRUITLAND PARK, FLORIDA** (hereafter referred to as "CITY"), whose address is 506 W. Berckman Street, Fruitland Park, Florida 34731, and **GEORGE GIDEON AUCTIONEERS, INC.** (hereafter referred to as "SUPPLIER"), whose address is 2753 H Hwy 441, Zellwood, FL 32798.

RECITALS

WHEREAS, the CITY wishes to enter into contract with a qualified SUPPLIER to provide auction services for the CITY; and

WHEREAS, SUPPLIER provides auction services as requested by the CITY, and wishes to enter into a contract whereby the SUPPLIER provides services for the CITY in consideration of payments from CITY to the SUPPLIER; and

WHEREAS, The School District of Osceola County, Florida, (hereafter referred to as "LEAD PUBLIC AGENCY") awarded Contract # **C-25-0393-LV** on August 22.2024 to SUPPLIER and the CITY desires to piggyback the terms and conditions of Contract # **C-25-0393-LV**; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SUPPLIER must provide all personnel, equipment, tools, materials and labor for the CITY per Piggyback of Contract # **C-25-0393-LV** for Auction Services awarded by LEAD PUBLIC AGENCY.

2. All work and labor shall be done in accordance with the same terms and conditions indicated in Contract # **C-25-0393-LV** as agreed upon by the SUPPLIER under said contract.

3. References to "County" in the School District of Osceola County, Florida Contract and RFP documents, as defined in Contract # **C-25-0393-LV** shall mean CITY.

4. Pricing: Based on Contract # **C-25-0393-LV** Pricing Sheet, SUPPLIER agrees to provide to CITY unit pricing (Exhibit A).

5. Schedule of Services: All services must be scheduled and approved with the SUPPLIER and CITY prior to work being performed.

6. **AGREEMENT DOCUMENTS**

The Agreement Documents, which comprise the entire Agreement between CITY and SUPPLIER and which are made part hereof by this reference, consist of the following:

6.1 Solicitation RFP #SDOC-25-P-007-AD
6.2 Contract #C-25-0373-LV
6.3 Piggyback Cover Page

6.4 W-9
6.5 Licenses

7. **OTHER MATTERS**

7.1 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Lake County, Florida, and Supplier does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.

7.2 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the CITY and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

7.3 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. SUPPLIER recognizes that any representations, statements, or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

7.4 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

8. **Public Records Act/Chapter 119 Requirements:** The CITY is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
   - Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
   - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
   - Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
   - Meet all requirements for retaining public records and transfers to the CITY, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY in a format that is compatible with the current information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Esther Coulson, City Clerk, MMC
City of Fruitland Park
506 West Berckman Street
Fruitland Park FL 34731
(352) 360-6790
EMAIL: gjohns@fruitlandpark.org

IN WITNESS WHEREOF, said CITY has caused this contract to be executed in its name by the Mayor of the **CITY OF FRUITLAND PARK, FLORIDA,** attested by the clerk of said CITY, and **GEORGE GIDEON AUCTIONEERS, INC.** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

CITY OF FRUITLAND PARK, FLORIDA

_____

GEORGE GIDEON AUCTIONEERS, INC.

_____

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number: 4a

ITEM TITLE: **Resolution 2026-042 Approving the First Amendment to the Interlocal Agreement Between Lake County and City of Fruitland Park Relating to the Use of Library Impact Fees**

MEETING DATE: August 27, 2028

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: library director/city manager

BRIEF NARRATIVE: **Resolution 2026-042** approves the First Amendment to the Interlocal Agreement with Lake County for the use of Library Impact Fees by the City of Fruitland Park.

The City of Fruitland Park and Lake County, Florida entered into an Interlocal Agreement For the Use of Library Impact to fund architectural design/engineering services for an expansion to the north side of the Fruitland Park Library. The Interlocal Agreement awarded funding in the maximum and total amount of $120,000.00 to the City of Fruitland Park from the Library Impact Fee Trust Funds for FY 2026. In accordance with Policy LCC-63, the City of Fruitland Park applied Fiscal Year 2027 (FY27) library impact fee funds in the amount of $500,000 to fund architectural design/engineering services, construction, equipment, and furnishings necessary for the project. On May 21, 2026 the Lake County Library Advisory Board voted to recommend an additional $500,000 in impact fee funds to the City of Fruitland Park which is subject to approval by the Board of County Commissioners of Lake County.

The City of Fruitland Park and Lake County desire to amend the initial interlocal agreement to update the agreement to reflect the additional FY27 library impact fees awarded, the revised scope of the project and provided for in the City's FY 27 application, with updated reporting requirements.

Collectively the County will provide funding in the maximum and total amount of $620,000.00, to be used for architectural design/engineering services which include construction, equipment, and furnishings, for the expansion of the north side of the Fruitland Park Library. The County will make payments to the City on a reimbursement basis with the submittal of invoices and proper documentation.

Partnering with the County for library services has been beneficial to both the City and to the County and it is recommended that the partnership continue.

FUNDS BUDGETED: None

ATTACHMENTS:	Resolution 2026-042, First Amendment to Interlocal Agreement
RECOMMENDATION:	Approval
ACTION TO BE TAKEN:	**Approve Resolution 2026-042**

RESOLUTION 2026-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO THE USE OF LIBRARY IMPACT FEES WHICH AWARDS THE CITY AN AMOUNT NOT TO EXCEED $620,000.00 TO FUND ARCHITECTURAL DESIGN/ENGINEERING SERVICES, CONSTRUCTION, EQUIPMENT AND FURNISHINGS FOR THE EXPANSION OF THE NORTH SIDE OF THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is a member of the Lake County Library System; and

WHEREAS, as a member of the Lake County Library System, the City of Fruitland Park has requested library impact fee funds from Lake County to fund architectural design/engineering services, construction, equipment and furnishings for an expansion to the north side of the Fruitland Park Library; and

WHEREAS, in Fiscal Year 2026 Lake County awarded the City of Fruitland Park $120,000 in impact fee funds to fund architectural design/engineering services for an expansion of the Fruitland Park Library; and

WHEREAS, on May 21, 2026 the Lake County Library Advisory Board voted to recommend an additional $500,000 in impact fee funds to the City of Fruitland Park which is subject to approval by the Board of County Commissioners of Lake County; and

WHEREAS, on May 21, 2026, the Lake County Library Advisory Board voted to approve municipality's request for the additional library impact fee funding for a total allocation in an amount not to exceed $620,000; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the First Amendment to Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. First Amendment to the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees, **a copy of which is attached hereto**, is approved.

Section 2. The City Commission authorizes the Mayor to execute the First Amendment to Interlocal Agreement.

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

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

_____
City of Fruitland Park
Chris Cheshire, Mayor

Attest:

_____
Gwen Keough-Johns, MMC, City Clerk

Mayor Cheshire ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Goldberg ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF FRUITLAND PARK
RELATING TO THE USE OF LIBRARY IMPACT FEES

FY2026, FY2027

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Municipality," (each a "Party" and collectively "Parties") for use of library impact fee monies for the Fruitland Park Library, 604 West Berckman Street, Fruitland Park, Florida 34731, hereinafter the "Library."

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, in accordance with Policy LCC-63, the Municipality requested Fiscal Year 2026 (FY26) library impact fee funds in the amount of $120,000.00 to fund architectural design/engineering services for the expansion of the north side of the Fruitland Park Library ("Project"); and

WHEREAS, on August 13, 2025, County and Municipality entered an Interlocal Agreement awarding Municipality FY26 library impact fee funding in an amount not to exceed $120,000.00 for the Project ("Agreement"); and

WHEREAS, in accordance with Policy LCC-63, Municipality applied Fiscal Year 2027 (FY27) library impact fee funds in the amount of $500,000 to fund architectural design/engineering services, construction, equipment, and furnishings necessary for the Project; and

WHEREAS, Policy LCC-63 authorizes municipalities to request up to $500,000 in library impact fee funding in a single fiscal year for construction projects, with total single-project maximum of $1,000,000; and

WHEREAS, Municipality's request for an additional $500,000 is withing the funding limits allowed for construction projects for a single fiscal year, and the total amount requested for the Project ($620,000) does not exceed the single-project maximum; and

WHEREAS, on May 21, 2026, the Lake County Library Advisory Board voted to approve the Municipality's request for additional library impact fee funding in an amount not to exceed $500,000; and

WHEREAS, County and Municipality desire to enter this First Amendment to update the Agreement to reflect the additional FY27 library impact fees awarded; the revised scope of the Project, as provided for in Municipality's FY27 application; and updated reporting requirements; and

WHEREAS, executing this First Amendment is in the best interests of the Parties and the residents of Lake County.

NOW, THEREFORE, the Parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this First Amendment upon adoption hereof.

2. **Amendments.** The Interlocal Agreement is hereby amended as follows:

A. **Section 2. *County Obligations.***, is hereby amended as follows to account for the additional FY27 library impact fee funding awarded to Municipality:

> **2.** **County Obligations.**
>
> **A.** The County agrees to provide funding in the maximum and total amount of ~~**one hundred twenty thousand and 00/100 dollars ($120,000.000)**~~ **Six Hundred Twenty Thousand Dollars and 00/100 ($620,000.00)** to the Municipality from the Library Impact Fee Trust Fund ("Funds"), to be used for architectural design/engineering services, construction, equipment, and furnishings for the expansion of the north side of the Fruitland Park Library, as described in **Exhibit A**, attached hereto and incorporated herein (hereinafter and collectively the "Project").
>
> **B.** The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices shall be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

B. **Section 3. Municipality Obligations.**, paragraphs A and B, are hereby amended as follows to account for the additional FY27 library impact fee funding awarded to Municipality and provide for updated reporting requirements:

3. Municipality Obligations.

A. Scope of Funding. Municipality shall utilize the awarded funds in accordance with Municipality's Proposal, attached hereto and incorporated herein, as **Exhibit A.** Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality shall only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed ~~$120,000.00~~$620,000.00, as described in Exhibit A.**

B. Reimbursement Requests. Funds will be paid to Municipality by County on a reimbursement basis. Municipality shall submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1*	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
**For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.*		

Municipality must provide a detailed Project schedule with its first reimbursement request.

Municipality must provide quarterly reporting, in a form to be provided by County, with each quarterly reimbursement request in order to receive payment. Quarterly reporting will, at a minimum include (i) an updated Project schedule, (ii) a summary of Project Milestones and completion progress; (iii) an ongoing summary of funds drawn under the Agreement and remaining balance; and (iv) a narrative summary of specific accomplishments and activities that occurred during this quarter relating to the Project. Failure to provide quarterly reporting required by County may result in delay or denial of payment.

If Municipality does not make any eligible expenditures during a quarter, the Municipality must still provide quarterly reporting required by County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status as part of the Project Narrative.

~~If the Municipality does not make any eligible expenditures during a quarter, the Municipality shall provide a memo to the County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status.~~

* * * *

C. ***Exhibit A*** is hereby amended to include Municipality's FY27 application for library impact fees, attached hereto as Attachment 1 to this First Amendment.

3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this First Amendment conflicts with the Agreement, this First Amendment will govern.

Attachment 1 .....Application for Impact Fees and Project Description (5 pages).

IN WITNESS WHEREOF, the parties have signed this First Amendment through their authorized representatives on the dates under each signature.

MUNICIPALITY

CITY OF FRUITLAND PARK, FLORIDA

_____
Chris Cheshire, Mayor

This ____ day of _____, 2026.

ATTEST:

_____
Gwen Johns, MMC, City Clerk

_____
Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

COUNTY

LAKE COUNTY, FLORIDA, through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

ATTACHMENT 1

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

RECEIVED
FEB 24 2026
KP

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Fruitland Park

B. APPLICANT ADDRESS

Street 506 W. Berckman Street PO Box if applicable _____

City Fruitland Park Zip Code 34731

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. X County library impact fee is assessed within municipality, or

___Municipality collects local library impact fee which is equal to or greater than county library impact fee, or

___Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. X Municipality has a library which is a member of the Lake County Library System (LCLS), or

___Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Signature

Karen Manila, City Manager
Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Fruitland Park Library

B. LIBRARY ADDRESS X Current ____Future

Street 604 W. Berckman Steet City Fruitland Park Zip 34731

3. PROJECT MANAGER (Library Director)

A. Name Barbara Fields (Interim Director) Telephone 352-360-6561

Fax _____ E-mail _____

4. TYPE OF PROJECT

A. ____ CONSTRUCTION

X Design & Engineering _____ New Building ____X Expansion

B. ____ COLLECTIONS

_____ System-Wide

C. ____ TECHNOLOGY (System-wide projects only.)

D. ____ EQUIPMENT

5. THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS): (Maximum of 5 points) (Mark all that apply)

X City or County Capital Improvement Plan
____ Lake County Library System Long Range Plan of Service
____ Lake County Library System Annual Plan of Service
____ Other (Describe)_____

6. COST OF TOTAL PROJECT (Estimated) 2.5 million (estimate)

7. AMOUNT REQUESTED (Maximum of 10 points) 500,000

8. PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES 100%

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

X Applicant contributes to countywide library impact fee fund (10 points)
___Applicant collects and retains impact fees locally (-10 points)

10. PRIOR PROJECT SUBMISSIONS (Maximum of 10 points)

A. Is this a new project request:

____ Yes (skip to section 11)
X No (complete Sections 10.B and 10.C)

B. Year(s) requested: 2025 Was the project previously approved by the Library Advisory Board?

___X_ Yes _____No

If Yes, what year(s) was the project approved: ____2025_____

C. Has project previously received funding from library impact fees?

____X Yes ____No

If Yes, was the project request_____partially or X___fully funded?

Year/s 2025_____ Amount $ 120,000__

11. PROJECT NARRATIVE – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)

The Fruitland Park Library is requesting $500,000 to support the design, engineering, construction, equipment, and furnishings necessary for critical facility expansion. This investment will allow the library to address demonstrated growth in programming and attendance while increasing capacity for community meetings, children's services, adult education, and expanded collections.

As the City of Fruitland Park continues to grow with new homes and residents, the Fruitland Park Library is becoming busier. Our current building opened in July 2019. The new building and its 12,000 sq. ft. gave the appearance of so much space with room to grow but has seemed to be dwindling over the past few years right before our eyes.
With increasing interest in community events and programming (children and adult) we have grown out of our size. With the current situation as it is and with future growth of the city, an expansion of the north side of the building is the only possible option. The north side of the building is the Children's Department and the Palm Villa Room. Adding on to this end of the building would support the growth we have been experiencing in the children's area and the programming requirements for the space in the Palm Villa Room.

b. **Justification for use of impact fees.** (5)

In 1999 when the "old" Fruitland Park Library was being built, the total population of the town was 3,300. At that time, a 7,000 sq. ft. library would more than accommodate the small town.

In 2016, we saw growth with the "Villages of Fruitland Park" which consisted of the Village of Pine Hills and the Village of Pine Ridge. These subdivisions brought 2,100 new homes to the area and added 4,401 new residents. With this added growth to the city, a 12,000 new sq. ft. library building would more than accommodate this growth or so we thought.

When the "new" library opened in 2019, the population of Fruitland Park was estimated at 7,701. The 2020 census stated that Fruitland Park's population growth of 8,325 made Fruitland Park the sixth fastest growing city in Florida during this time. The population of Fruitland Park was 8,890 based on the latest U.S. Census estimate of May 2024, and we're not slowing down.

The following developments are close to or are in full development:

- Arbor Park Phase I- 163 single family homes
- Arbor Park Phase II- 347 single family homes
- Evolve at Grove Park- 222 multi-family dwelling units (apartments)
- Mirror Lake Phase II-76 single family homes
- The Enclave at Lake Geneva-421 single family homes

Currently, there are six other proposed developments in some pending stage for review of approval considerations. There are also other properties which have been granted entitlements where projects are not yet active.

Also, Lake County Code-63, Library Impact Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

Describe need for project. (5)

The need for expansion is strongly supported by significant growth in programming and attendance over the past three years. In 2023, the library offered 70 adult programs with 631 attendees and 82 children and teen programs with 2,026 attendees. In 2024, adult programming increased dramatically to 307 programs with 5,871 attendees, while children and teen programs grew to 151 programs with 2,939 attendees. Growth has continued in 2025, with 448 adult programs serving 9,331 attendees and 280 children and teen programs reaching 7,036 attendees.

This represents an extraordinary increase in both program offerings and community participation. The number of programs offered annually has expanded in direct response to community demand; however, our physical space has not increased. Meeting rooms and programming areas are consistently booked, limiting our ability to add new classes, expand literacy initiatives, or accommodate larger audiences.

Describe the project's benefit to the local community. (5)

The expansion of our library will directly benefit the local community by addressing the growing demand for space, programs, and resources. Our current meeting rooms and programming areas are consistently booked, limiting our ability to offer additional educational and enrichment opportunities that residents are actively requesting. The expanded facility will provide dedicated space for increased children's programming, adult workshops, literacy initiatives, technology classes, and community events. Additional shelving and storage capacity will allow us to grow our collections, ensuring access to updated books, digital materials, and educational resources.

Describe how the project will benefit county-wide library service. (10)

This project will provide significant new and expanded services to the Lake County Library System cooperative and all County residents by increasing both programming and collection capacity. As a member of the 16-branch cooperative, our expanded facility will directly enhance shared system resources in collection and programming. Additional shelving and storage will allow us to grow our collection, increasing the number of materials available for interlibrary loans and circulation throughout the County. Because

all materials are shared system-wide, any expansion of our collection benefits residents across all 16 locations.

Provide an itemized cost estimate for equipment requests (for equipment grants only) (5) Not applicable.

12. INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE 1983

13. COMPLETED BY: Barbara Fields/ Interim Director FPL **DATE:** 2/24/2026
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating_____ Project Ranking _____
Recommended Level of Funding _____
Approved Level of Funding _____
Comments _____
_____
_____

RESOLUTION 2025-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO THE USE OF LIBRARY IMPACT FEES WHICH AWARDS THE CITY AN AMOUNT NOT TO EXCEED $120,000.00 TO FUND ARCHITECTURAL DESIGN/ENGINEERING SERVICES FOR THE EXPANSION OF THE NORTH SIDE OF THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is a member of the Lake County Library System; and

WHEREAS, as a member of the Lake County Library System, the City of Fruitland Park has requested library impact fee funds from Lake County to fund architectural design/engineering services for an expansion to the north side of the Fruitland Park Library; and

WHEREAS, on May 15, 2025 the Lake County Library Advisory Board voted to recommend a total allocation not to exceed $120,000.00 in impact fee funds to the City of Fruitland Park which is subject to approval by the Board of County Commissioners of Lake County; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees, a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this 26th day of June, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen Keough-Johns

Gwen Keough-Johns, MMC, City Clerk

Mayor Cheshire	✓ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	✓ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	✓ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	✓ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	✓ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver

Anita Geraci-Carver, City Attorney

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF FRUITLAND PARK
RELATING TO THE USE OF LIBRARY IMPACT FEES

FY2026

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Municipality," (each a "Party" and collectively "Parties") for use of library impact fee monies for the Fruitland Park Library, 604 W. Beckman Street, Fruitland Park, Florida 34731, hereinafter the "Library."

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, in accordance with Policy LCC-63, the Municipality has requested impact fee funds in the amount of $120,000.00 to fund architectural design/engineering services for the expansion of the north side of the Fruitland Park Library; and

WHEREAS, on May 15, 2025, the Lake County Library Advisory Board voted to approve the Municipality's request for funding in an amount not to exceed $120,000.00; and

WHEREAS, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.**

A. The County agrees to provide funding in the maximum and total amount of **one hundred twenty thousand and 00/100 dollars ($120,000.000)** to the Municipality from the Library Impact Fee Trust Fund ("Funds"), to be used for architectural design/engineering services for the expansion of the north side of the Fruitland Park Library, as described in **Exhibit A**, attached hereto and incorporated herein (hereinafter and collectively the "Project").

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices shall be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

3. **Municipality Obligations.**

A. Scope of Funding. Municipality shall utilize the awarded funds in accordance with Municipality's Proposal, attached hereto and incorporated herein, as **Exhibit A.** Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality shall only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed $120,000.00, as described in Exhibit A.**

B. Reimbursement Requests. Funds will be paid to Municipality by County on a reimbursement basis. Municipality shall submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1 *	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
**For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.*		

If the Municipality does not make any eligible expenditures during a quarter, the Municipality shall provide a memo to the County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status.

i. Minimum Standards for Payment Requests. At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum shall include the following information:

- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
- Copies of vendor invoices;
- Vendor invoices should include the following information:
    - who is the expense for (Municipality of XYZ),
    - where was the service provided (Library branch name),
    - what service/item was provided (i.e. construction, furniture, computers),
    - when did the service take place (delivery date or date range), and
    - how much is the service/item (cost of the service or item);

  if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality shall include a memo providing the required information;
- Copies of vendor purchase orders; and
- Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.

iii. Sufficent Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such "sufficient financial resources" shall include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for procurement of services related to the Project. The Municipality must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the Municipality and will have the right to review all solicitation responses received. In the event the County determines that the Municipality's procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

D. Membership in the Lake County Library System. The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of ten (10) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion shall be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member, as required by this Section. (For example, if a Municipality is required to remain a member for ten (10) years following Project completion but terminates its membership two (2) years following Project completion, the Municipality must repay eighty percent (80%) of the Funds provided.) This provision shall survive the termination or expiration of this Agreement.

4. Allowable Uses of Impact Fee Money. The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being made to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element. Municipality further certifies by entering this Agreement that the Project is not a repair, replacement, or renovation of the Library.

5. Effective Date, Term and Termination. This Agreement will become effective upon the day of the last signature of the Parties ("Effective Date") and will remain in force for four (4) years following the Effective Date ("Term"). Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within four (4) years after the effective date of this Agreement, the Agreement shall be considered null and void.**

6. Indemnification. The Municipality will, to the extent permitted by Florida law, protect, defend, indemnify, and hold the County, its officers, commissioners, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorneys' fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Municipality, its agents, employees, or representatives in the performance of the obligations under this Agreement. Furthermore, nothing herein will be construed as a waiver of sovereign immunity on the part of either Party hereto.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

With copies to:
Director
Office of Library Services
P.O. Box 7800
Tavares, Florida 32778

County Attorney
Post Office Box 7800
Tavares, Florida 32778-7800

MUNICIPALITY
City of Fruitland Park
City Manager
506 West Berckman Street
Fruitland Park, Florida 34731

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

9. Default and Opportunity to Cure. If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

A. A default by the Municipality shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner.

B. If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, Municipality shall return all unused Grant Funding provided to Municipality under this Agreement by the County.

C. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

10. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

12. Recordkeeping.

A. The Municipality shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to,

property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the Municipality, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Municipality shall retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This Section shall survive the expiration or earlier termination of this Agreement.

13. Right to Audit. The County reserves the right to require the Municipality to submit to an audit by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Municipality shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. Intentionally Omitted.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Municipality to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Municipality. Any adjustments or payments which must be made as a result of any such audit or inspection of the Municipality's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Municipality.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

14. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Municipality is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Municipality is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 8 Notice** requirements and this Agreement.

E. The Municipality has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Municipality will also report all suspected fraud to the County.

15. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the Municipality shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

17. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this

Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

18. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

19. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

20. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

22. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A Application for Impact Fees and Project Description (19 pages).

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

MUNICIPALITY

CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

This 24 day of June, 2025.

ATTEST:

Gwen Johns, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 13th day of August, 2025.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

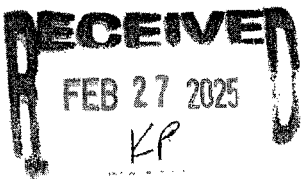
Approved as to Form & Legality:

8/13/25

Melanie Marsh, County Attorney

EXHIBIT A

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION



Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Fruitland Park

B. APPLICANT ADDRESS

Street 506 W. Berckman Street PO Box if applicable _____

City Fruitland Park Zip Code 34731

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. ☑ County library impact fee is assessed within municipality, or

☐ Municipality collects local library impact fee which is equal to or greater than county library impact fee, or

☐ Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. ☑ Municipality has a library which is a member of the Lake County Library System (LCLS), or

☐ Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Signature

Karen Manila, City Manager
Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Fruitland Park Library

B. LIBRARY ADDRESS ☑ Current ☐ Future

Street 604 W. Berckman Street City Fruitland Park Zip 34731

3. PROJECT MANAGER (Library Director)

A. Name Jo-Ann Glendinning Telephone 352-360-6561

Fax 352-278-9500 E-mail jo-ann.glendinning@mylakelibrary.org

4. TYPE OF PROJECT

A. ☐ CONSTRUCTION

☑ Design & Engineering ☐ New Building ☑ Expansion

B. ☐ COLLECTIONS

☐ System-Wide

C. ☐ TECHNOLOGY (System-wide projects only.)

D. ☐ EQUIPMENT

5. THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS): (Maximum of 5 points) (Mark all that apply)

☑ City or County Capital Improvement Plan
☐ Lake County Library System Long Range Plan of Service
☐ Lake County Library System Annual Plan of Service
☐ Other (Describe)_____

6. COST OF TOTAL PROJECT (Estimated) $120,000

7. AMOUNT REQUESTED (Maximum of 10 points) $120,000

8. PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES 100%

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

☑ Applicant contributes to countywide library impact fee fund (10 points)
☐ Applicant collects and retains impact fees locally (-10 points)

10. PRIOR PROJECT SUBMISSIONS (Maximum of 10 points)

A. Is this a new project request:

☑ Yes (skip to section 11)
☐ No (complete Sections 10.B and 10.C)

B. Year(s) requested: ____ Was the project previously approved by the Library Advisory Board?

☐ Yes ☐ No

If Yes, what year(s) was the project approved: _____

C. Has project previously received funding from library impact fees?
☐ Yes ☐ No

If Yes, was the project request ☐ partially or ☐ fully funded?

Year/s_____ Amount $_____

11. PROJECT NARRATIVE – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)
Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.

b. **Justification for use of impact fees.** (5)
What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?

c. **Describe need for project.** (5)
Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?

d. **Describe the project's benefit to the local community.** (5)
How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?

e. **Describe how the project will benefit county-wide library service.** (10)
What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?

f. **Provide an itemized cost estimate for equipment requests** (for equipment grants only) (5)

12. INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE 1983

13. COMPLETED BY: Jo-Ann Glendinning, Library Director **DATE:** 2-21-25
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Staff Use Only

Project Rating_____ Project Ranking _____
Recommended Level of Funding _____
Approved Level of Funding _____
Comments _____
_____
_____

Fruitland Park Library
Impact Fee Grant
2025

11a. As the City of Fruitland Park continues to grow with new homes and residents, the Fruitland Park Library is becoming busier and busier. Our current building opened in July 2019. The new building and it's 12,000 sq. ft. gave the appearance of so much space with room to grow but has seemed to be dwindling over the past few years right before our eyes. With increasing interest in community events and programming (children and adult,) we have grown out of our size. With the current situation as it is, and with future growth of the city, an expansion of the north side of the building is the only possible option. The north side of the building houses the Children's Department and the Palm Villa Room. Adding on to this end of the building would support the growth we have been experiencing in the children's area and the programming requirements for space in the Palm Villa Room.

11b. In 1999 when the "old" Fruitland Park Library was being built, the total population of the of the town was 3,300. At that time, a 7,000 sq. ft. library would more than accommodate this small town.
In 2016, we saw growth with the "Villages of Fruitland Park" which consisted of the Village of Pine Hills and the Village of Pine Ridge. These subdivisions brought 2,100 new homes to the area and added 4,401 new residents. With this added growth to the city, a 12,000 sq. ft. new library building would more than accommodate this growth, or so we thought.
When the "new" library opened in 2019, the population of Fruitland Park was estimated at 7,701. The 2020 census stated that Fruitland Park's population growth of 8,325, made Fruitland Park the sixth fastest growing city in Florida during this time. The population of Fruitland Park was 8,890 based on the latest U.S. Census estimate of May 2024.
And we're not slowing down.
The following developments are close to or are in full development:

- Arbor Park Phase I – 163 single family homes
- Arbor Park Phase II – 347 single family homes
- Evolve at Grove Park – 222 multi-family dwelling units (apartments)
- Mirror Lake Phase II – 76 single family homes
- The Enclave at Lake Geneva – 421 single family homes

Currently, there are six (6) other proposed developments in some pending stage for review for approval consideration. There are also other properties which have been granted entitlements where projects are not yet active.

Also, Lake County Code-63, Library Impact Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

This proposed expansion is not a deficiency. When the library was in the construction phase in 2018, it was designed for the projected growth (Village of Pine Hills and the Village of Pine Ridge) and current population. In recent years, Fruitland Park has continued to grow past what was known and expected. We knew about the Villages, but not the new homes and subdivisions, new churches that bring youth and teen pastors which bring families with children, a hospital, and businesses which bring new jobs, new families and patrons.
The construction of the new Fruitland Park Elementary will open its doors to students in August 2025. The new elementary school will be able to house up to 1000 students. These students are our existing patrons and will continue to access our facility for library usage and events. The "old" FPE will house the students from Beverly Shores Elementary School beginning August 2025 while construction is being conducted (2-3 years) on their building. BSE has a student body of 620 students who will now have access to the Fruitland Park Library. That will double our amount of potential elementary aged patrons for book access and events. When Beverly Shores Elementary reopens and the students return to their new building, the "old" Fruitland Park Elementary will then become a vocational school for the county.

This expansion would not require any additional funding to sustain and at this time, would not require new staff.

11c. With the growth that we are experiencing in just the last two (2) years, we are seeing growth everywhere. Our door counts, patron registrations, and circulation numbers have increased (Charts 1&2.) We are at capacity in our children's area and in our community rooms for programming and events. In 2025, the need (and want) for programming continued to grow and so did our numbers. (Charts 3&4.) We saw the same growth with adult programming. (Charts 5&6.) Our program rooms, Palm Villa and Hillcrest, are continuously in use and at capacity. At some events and programs, we have to turn people away for safety reasons (overcrowding.)
The proposed expansion to the north side of the building will add an extra 2,920 sq. ft. total to the north side (Chart 7.) Forty feet would be added to the Children's Room and forty feet would be added to the Palm Villa Room. This would alleviate overcrowding with programming.
We are now averaging between 30-47 in attendance with story time and cannot remain in the children's room for the program. When story time goes between the Palm Villa Room and the children's room, the Palm Villa Room cannot be utilized for anything else. When the Palm Villa Room is "booked," then story time is divided between the teen room and the children's room for story time and craft. When story time is in the teen room, then teens and homeschoolers cannot utilize the room. With the proposed addition to the room, all of the children's programs will be contained to the children's room. The Palm Villa Room is the largest of the two (2) program rooms and very popular due to its size. We had to begin limiting attendees to programs (chair yoga, Chef Warren, etc.) due to the large attendance

which becomes a safety issue. The library community is not happy. With the proposed expansion of the room, the community will be able to attend their favorite programs safely and comfortably.

11d. The local and surrounding communities will benefit from the expanded space by being able to attend the programs that they want to attend without worrying that they will be turned away or sitting in a cramped room. The expanded areas will have enough room for those attending programs to feel comfortable, and not be too crowded together to enjoy their class or program. The Palm Villa Room would be large enough for our popular programs (League of Women Voters, Book Clubs, Chair Yoga, Summer Reading Programs, and Chef Warren, etc.) With a designated place for the children's programming and events, the expansion would free up the community rooms for additional adult/children's programs.

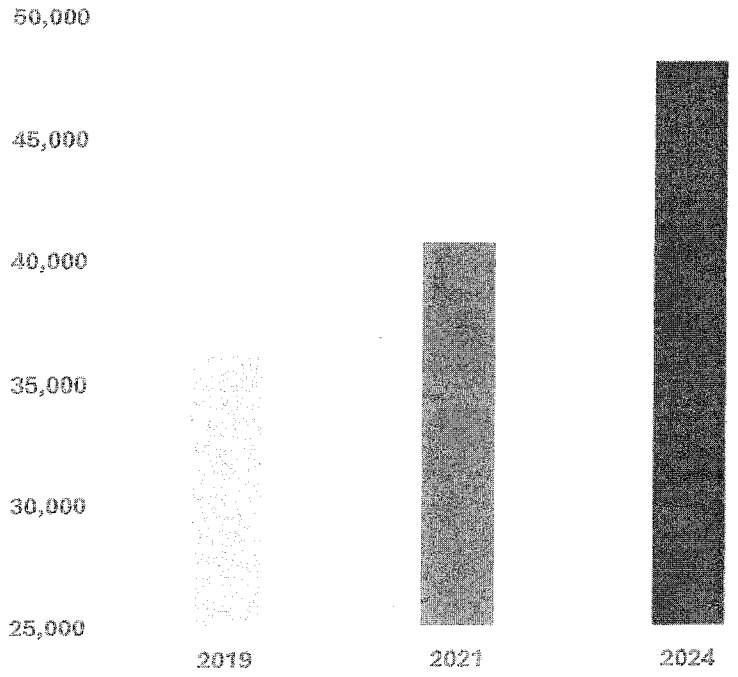
Our local and surrounding communities would welcome the expanded areas! There would be more room for additional programming. Currently, we cannot add any additional programs due to space restraints. We have groups that would like to meet here and utilize the library for its services. We're juggling schedules to accommodate the public the best that we can. The community wants to use the facility but can't because we do not have the room.
The expanded rooms would allow us to grow and serve the needs not only to our community, but to our county residents as well. New patrons and families bring new needs and new programming to the library. We would be able to increase programming and events.

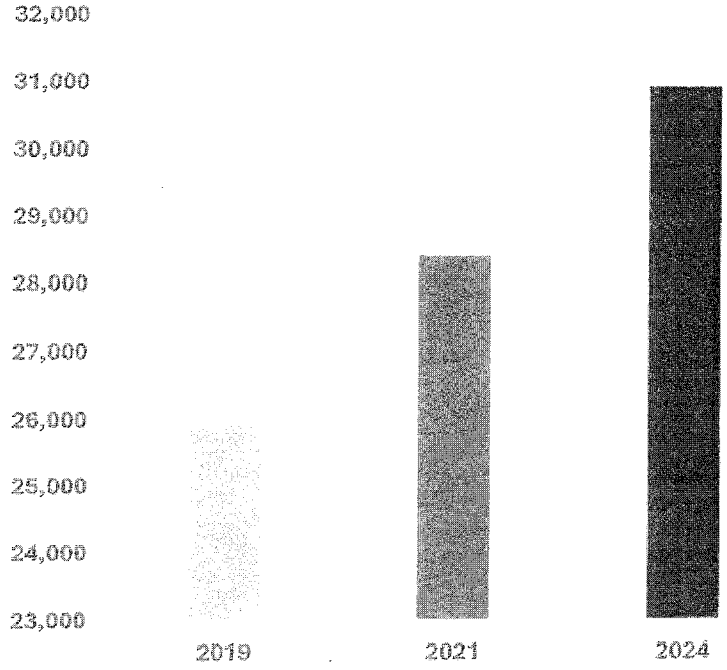
There are as many interests as there are people here in Fruitland Park and its surrounding areas. We have many great ideas and suggestions from staff and the public for programming (author events, book readings, movie night, larger craft and educational classes) that we want to explore and incorporate into the library schedule but can't, due to space restraints. This would not be a problem with the expansion. More space means serving more of the public, our communities and our county. We have patrons that utilize and visit us from all over the county. They enjoy our events, programming, and our café.

I am requesting $120,000 for architectural design to expand the north side of the Fruitland Park Library.

Door Counts	
2019	36,249
2021	40,770
2024	48,266

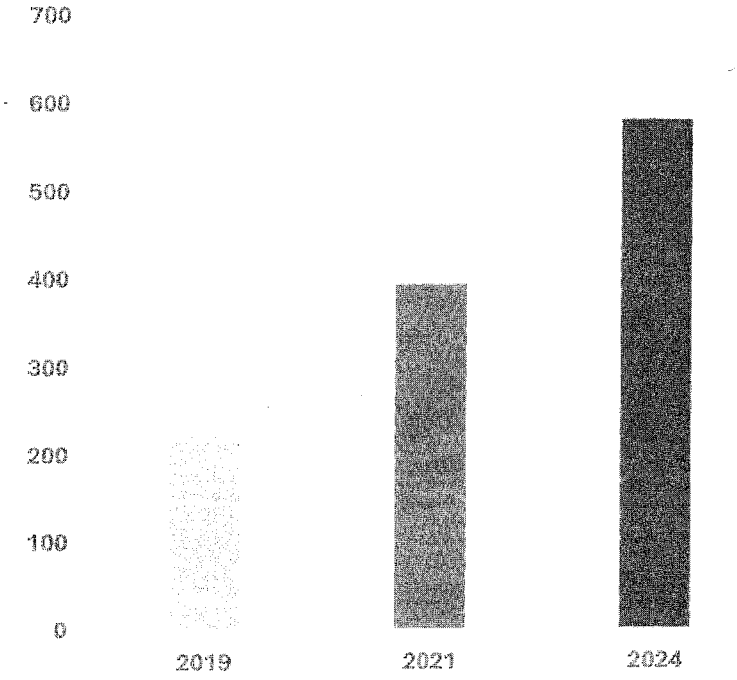
Collection (# of Items)	
2019	25,941
2021	28,417
2024	30,953

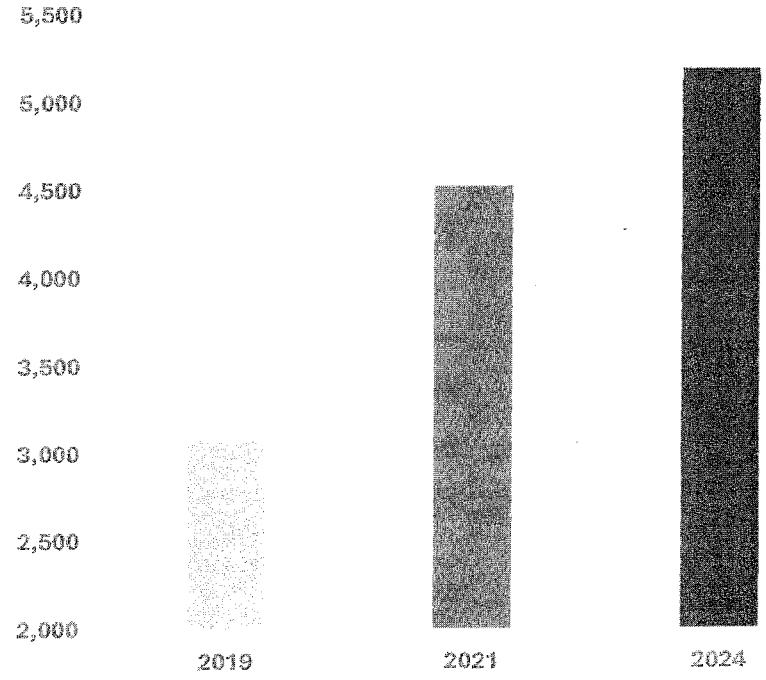




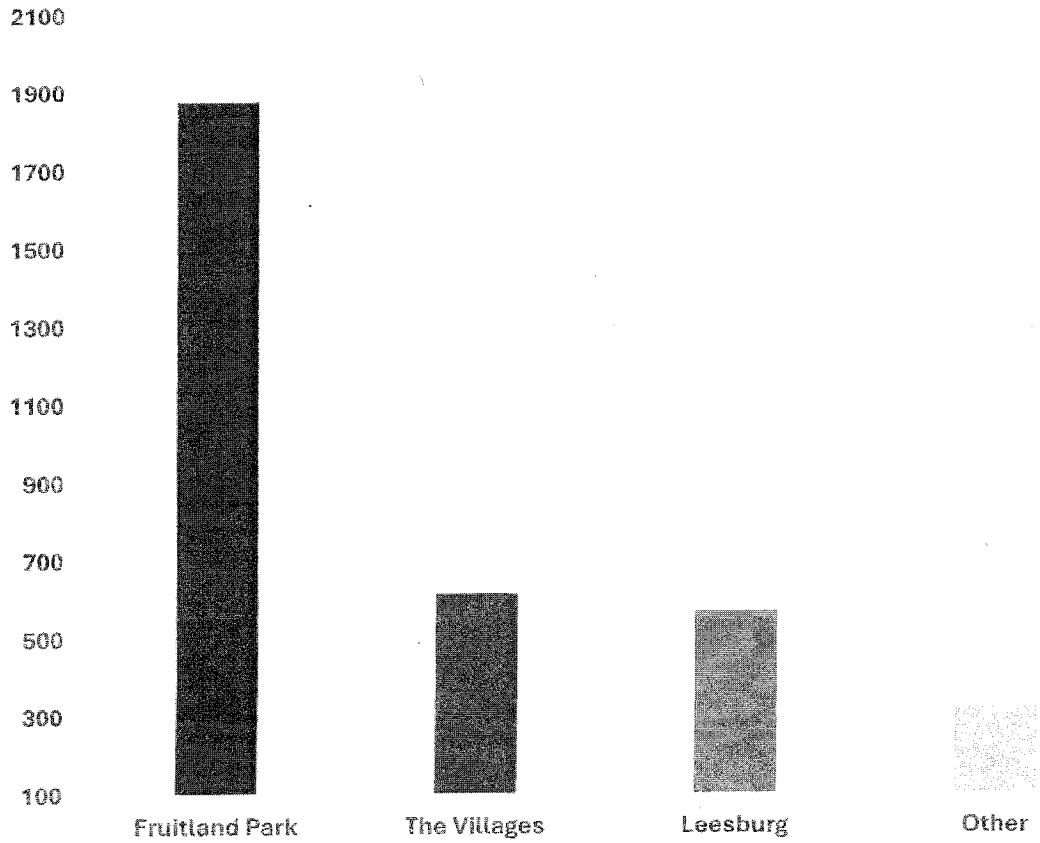
Patron Registrations	
2019	225
2021	394
2024	583

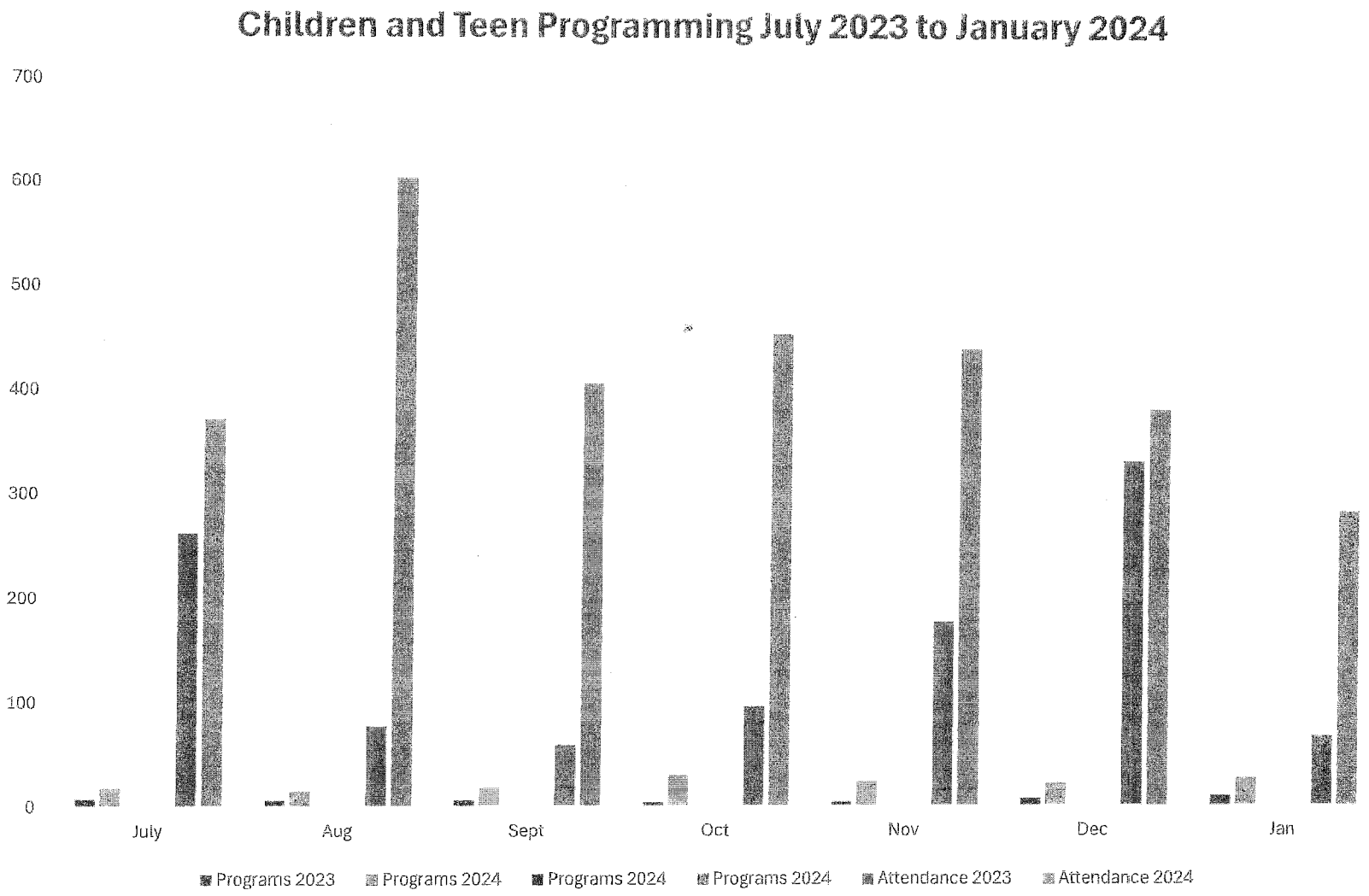
Circulation Total- July	
2019	3,084
2021	4,534
2024	5,213





Patron Breakdown	
Fruitland Park	1878
The Villages	617
Leesburg	569
Other	322

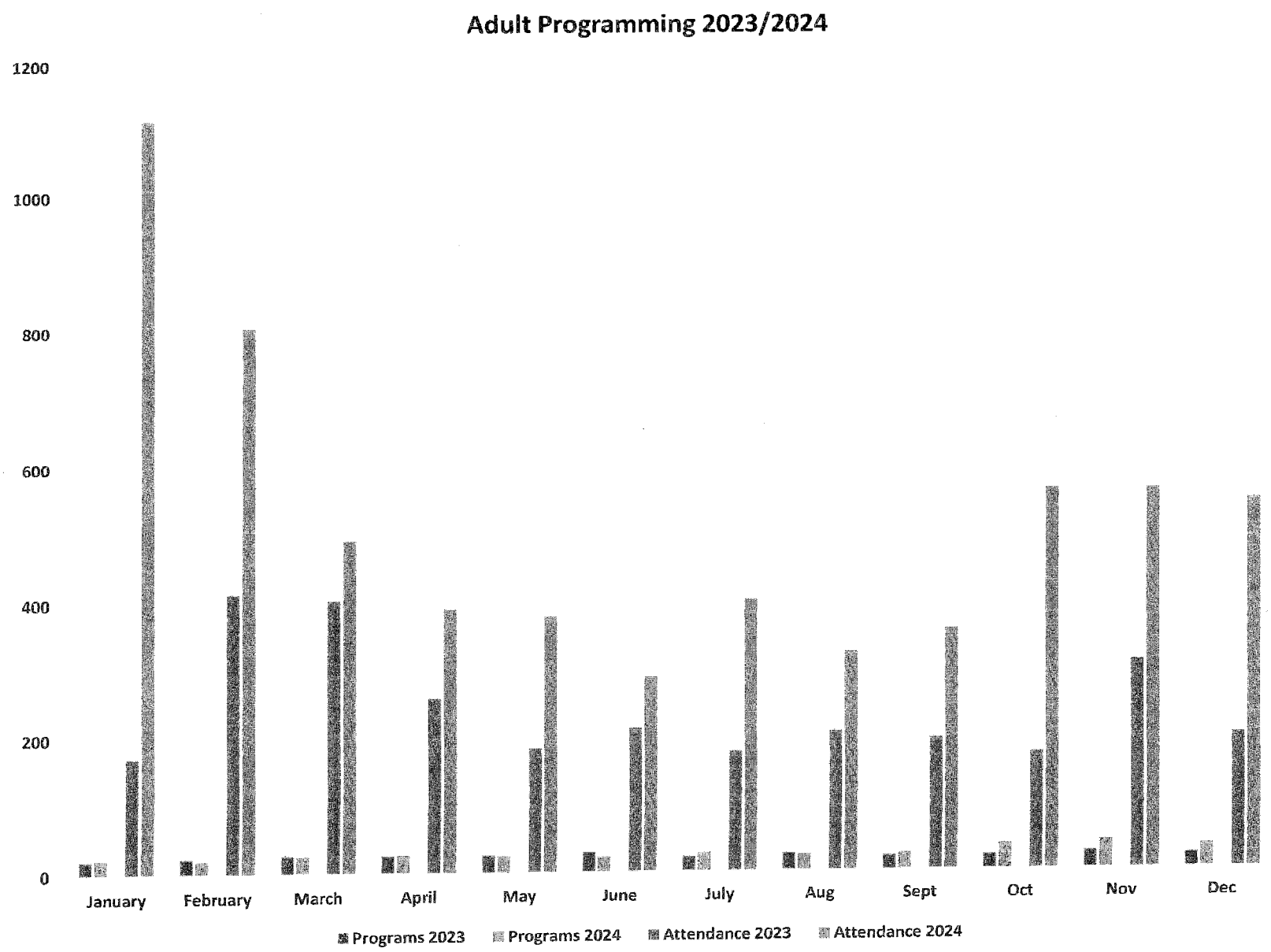



Children and Teen Programming July 2023 to January 2024
700
600
500
400
300
200
100
0
July
Aug
Sept
Oct
Nov
Dec
Jan
Programs 2023
Programs 2024
Programs 2024
Programs 2024
Attendance 2023
Attendance 2024

Children and Teen

	Programs	
	2023	2024
July	7	17
Aug	6	14
Sept	6	17
Oct	4	29
Nov	4	23
Dec	7	21
Jan	10	26

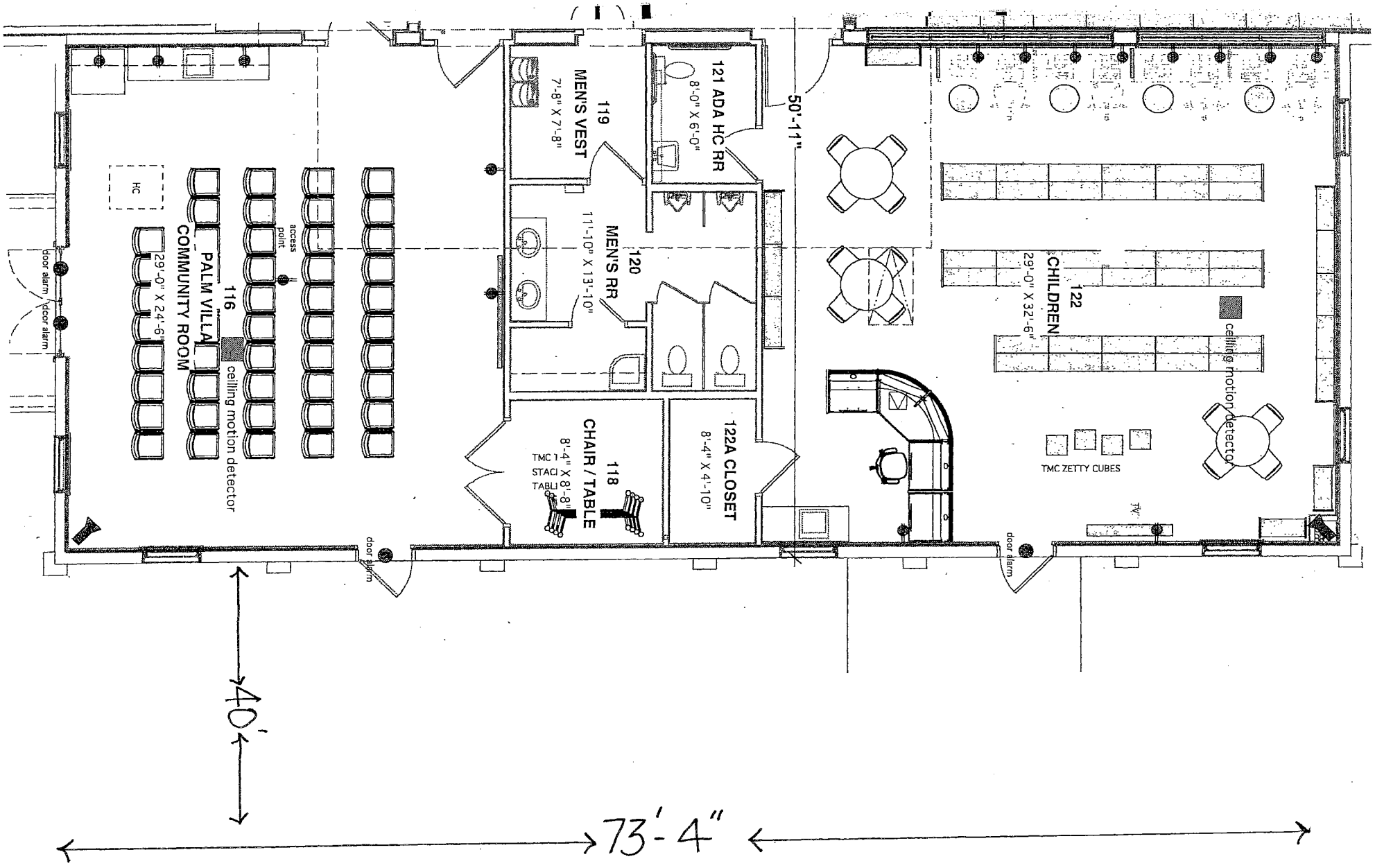
	Attendance	
	2023	2024
July	262	371
Aug	76	604
Sept	58	406
Oct	95	454
Nov	177	440
Dec	332	382
Jan	66	284

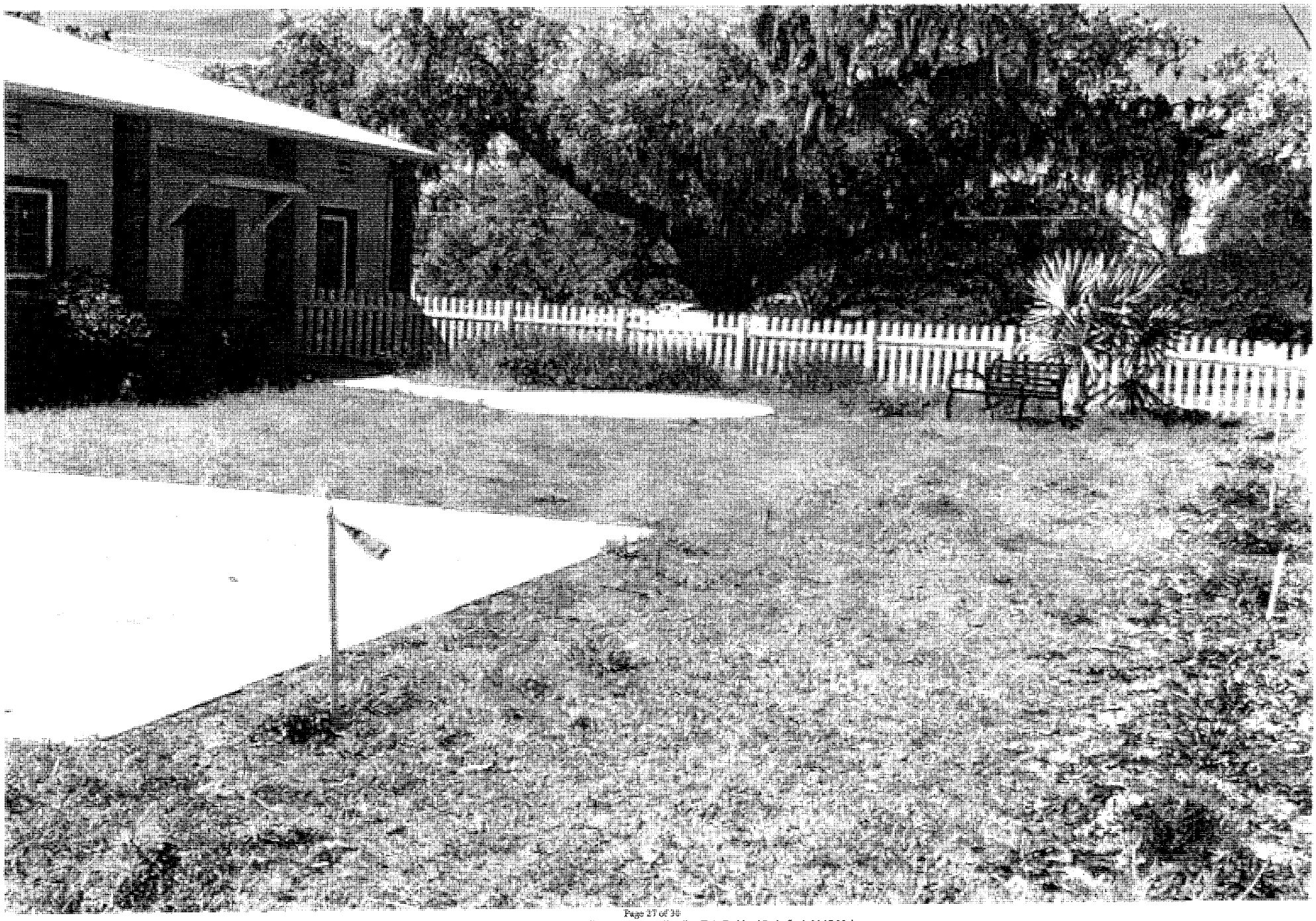

Adult Programming 2023/2024
1200
1000
800
600
400
200
0
January
February
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Programs 2023
Programs 2024
Attendance 2023
Attendance 2024

Adult

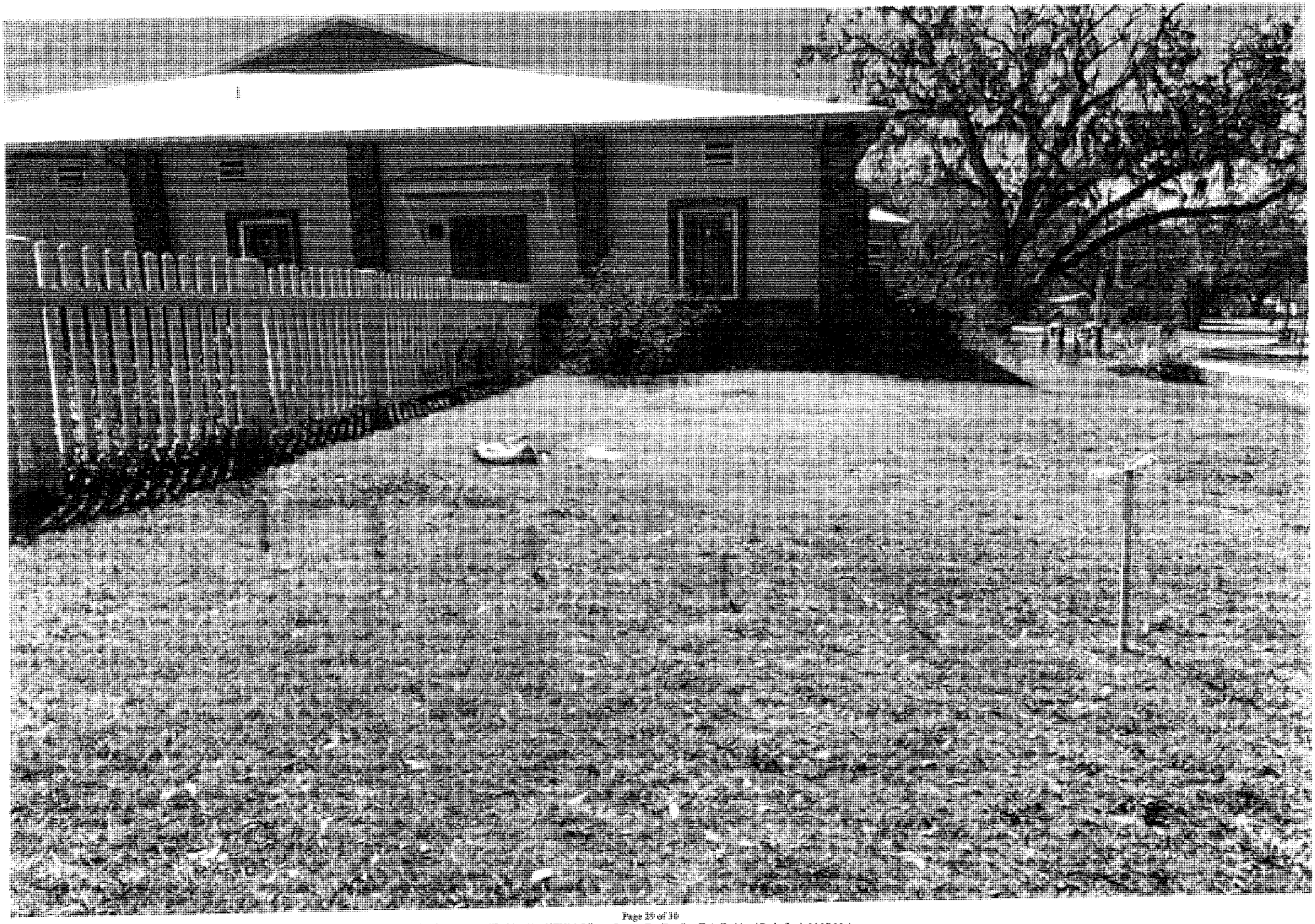
	Programs	
	2023	2024
January	20	22
February	23	19
March	26	25
April	25	26
May	25	24
June	29	22
July	21	27
Aug	25	23
Sept	21	24
Oct	21	37
Nov	25	41
Dec	21	34

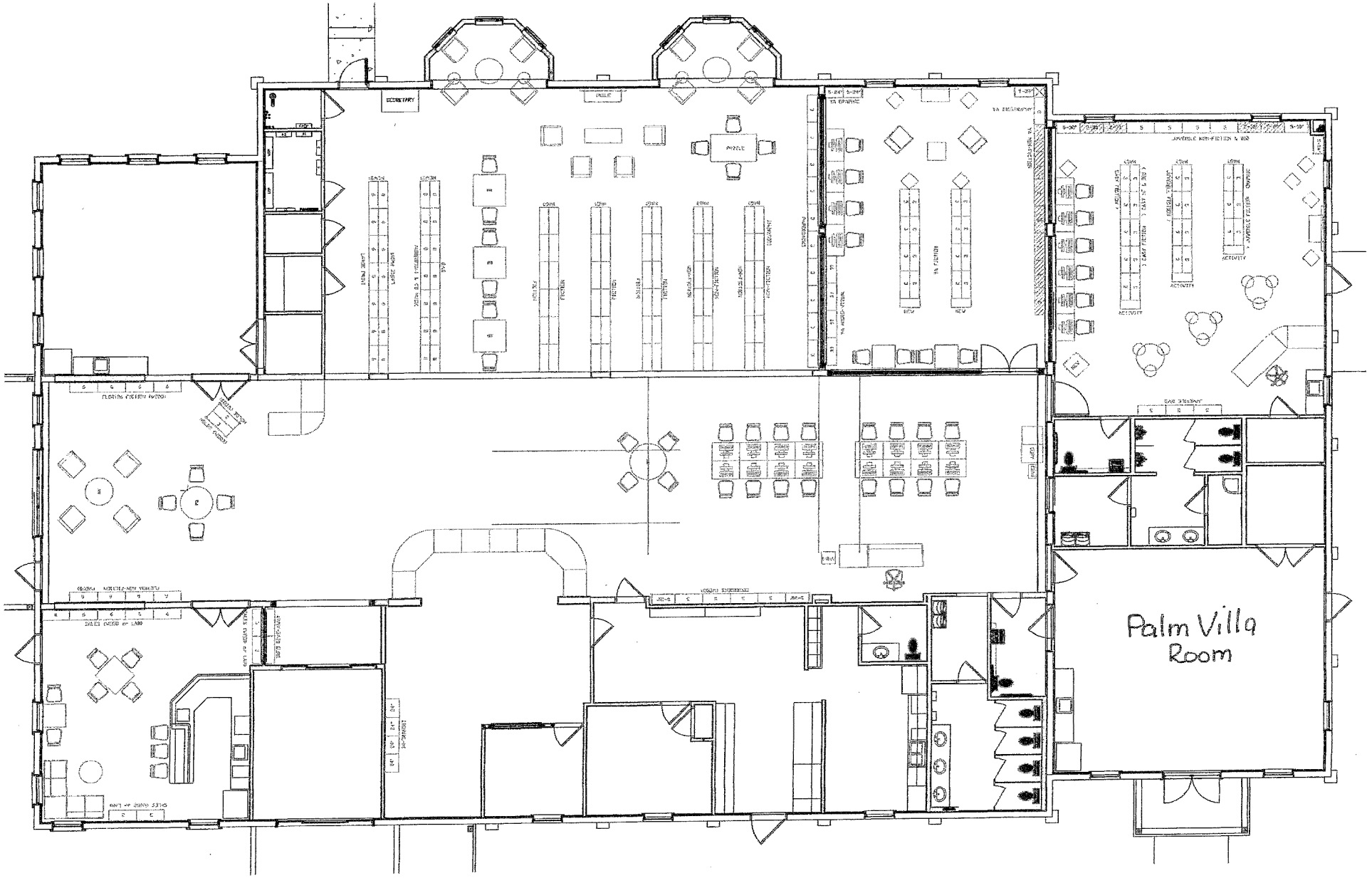
	Attendance	
	2023	2024
January	171	1113
February	414	806
March	404	491
April	258	390
May	183	378
June	212	287
July	176	402
Aug	205	323
Sept	194	358
Oct	172	566
Nov	309	565
Dec	199	550


HC
116
PALM VILLA
COMMUNITY ROOM
29'-0" X 24'-6"
access point
door alarm
door alarm
ceiling motion detector
119
MEN'S VEST
7'-8" X 7'-8"
121 ADA HC RR
8'-0" X 6'-0"
120
MEN'S RR
11'-10" X 13'-10"
50'-11"
118
CHAIR / TABLE
8'-4" X 8'-8"
122A CLOSET
8'-4" X 4'-10"
122
CHILDREN
29'-0" X 32'-6"
ceiling motion detector
TMC ZETTY CUBES
TV
door alarm
door alarm
40'
73'-4"








Palm Villa
Room

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

ITEM TITLE: **Resolution 2026-045 Approving Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida Concerning Utility Relocation as part of CR 466A Expansion**

MEETING DATE: **August 27, 2026**

DATE SUBMITTED: August 21, 2026

SUBMITTED BY: City Manager/City Attorney

BRIEF NARRATIVE: Lake County intends to widen an approximate 1.2 mile section of CR 466A from Timbertop Lane to Poinsettia Avenue (hereinafter referred to as the "Road Project"), currently maintained by Lake County. As part of the Road Project the County intends to include additional improvements such as widening the roadway to four lanes and improving the drainage system, sidewalks, curbing, traffic signals, and other associated elements. A majority of the Road Project will be located within the limits of the City, and the widening project will impact the City's utilities and other improvements owned by the City and currently located within the road right-of-way.

The Interlocal Agreement provides for the County to bid the project which will include relocation of the City's utilities. This allows for the project to be more efficiently managed and coordinated among various sub-contractors. The City will pay the County for the utility relocation. Upon completion the County will have the contractor issue a maintenance bond for the utility infrastructure in favor of the City.

FUNDS BUDGETED: $1,871.161

ATTACHMENTS:

- Resolution
- Interlocal Agreement

RECOMMENDATIONS: Staff recommends Approval of Resolution.

ACTION: **Approve or Deny Resolution 2026-045.**

RESOLUTION 2026-045

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK, FLORIDA REGARDING CR 466A WIDENING PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County intends to widen an approximate 1.2 mile section of CR 466A from Timbertop Lane to Poinsettia Avenue (hereinafter referred to as the "Road Project"), currently maintained by Lake County; and

WHEREAS, as part of the Road Project the County intends to include additional improvements such as widening the roadway to four lanes and improving the drainage system, sidewalks, curbing, traffic signals, and other associated elements; and

WHEREAS, a majority of the Road Project will be located within the limits of the City, and the widening project will impact utilities and other improvements owned by the City and currently located within the road right-of-way; and

WHEREAS, the City and County have agreed to jointly contribute to the costs for the Road Project in recognition of the benefits of these improvements to both City and County residents;

WHEREAS, the City Commission desires to enter into the Interlocal Agreement between the parties setting forth in writing the specific terms and conditions of their understanding and agreement related to the Road Project.

NOW, THEREFORE, **BE IT RESOLVED** by the Commissioners of the City of Fruitland Park, Lake County, Florida, as follows:

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

Section 2. The Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida Regarding CR 466A Widening Project, a copy of which is attached hereto, is approved.

Section 3. The Commission authorizes the Mayor to execute the Interlocal Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED and RESOLVED this 27th day of August 2026, by the City Commission of the City of Fruitland Park, Florida.

_____
Chris Cheshire, Mayor

Attest:

_____
Gwendolyn Johns, City Clerk

Mayor Cheshire	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Vice Mayor DeGrave	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Williams	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Goldberg	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Raysin	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF FRUITLAND PARK, FLORIDA
REGARDING CR 466A WIDENING PROJECT

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") by and between Lake County, Florida, a political subdivision of the State of Florida ("County") and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida ("City"), each a "Party" and collectively the "Parties," regarding the County's planned widening of County Road ("CR") 466A (CR 5803).

WITNESSETH:

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

WHEREAS, Chapter 335, *Florida Statutes,* vests the board of county commissioners with general supervision and control of all county roads and road facilities within Lake County which comprise the county road system; and

WHEREAS, the County intends to widen an approximate 1.2 mile section of CR 466A from Timbertop Lane to Poinsettia Avenue (hereinafter referred to as the "Road Project"), currently maintained by the County; and

WHEREAS, as part of the Road Project the County intends to include additional improvements such as widening the roadway to four lanes and improving the drainage system, sidewalks, curbing, traffic signals, and other associated elements (a general depiction of the Road Project is presented in **Exhibit A**); and

WHEREAS, a majority of the Road Project will be located within the limits of the City, and the widening project will impact utilities and other improvements owned by the City and currently located within the road right-of-way; and

WHEREAS, the City and County have agreed to jointly contribute to the costs for the Road Project in recognition of the benefits of these improvements to both City and County residents; and

WHEREAS, the City and the County now desire to set forth in writing the specific terms and conditions of their understanding and agreement related to the Road Project; and

WHEREAS, the County and the City find that this Agreement between them regarding the Road Project is in the best interests of both Parties and the public's health, safety, and welfare.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the of the Lake County Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **City Obligations.**

A. Wastewater. As part of the Road Project, the City, at its sole cost, agrees to relocate the City's wastewater main located within or adjacent to the area of the Road Project. The City will provide construction plans for the wastewater main relocation. Draft utility relocation plans are included in **Exhibit B**. The City's utility plans will be bid simultaneously with the County's Road Project.

B. Watermain. As part of the Road Project, the City, at its sole cost, agrees to relocate the City's watermain located within or adjacent to the area of the Road Project. The City will provide construction plans for the watermain relocation. Draft utility relocation plans are included in **Exhibit B**. The City's utility plans will be bid simultaneously with the County's Road Project.

C. Payment Procedures for Utility Relocation Work. The entire utility project shall be at the City's cost. The City shall provide the County with the entire amount of the estimated bid cost for the wastewater and watermain work detailed herein ***in advance of the County's contractor commencing construction.*** Any change orders and/or other changes to the costs of the utility relocation projects shall be approved by the City. The City shall provide the entirety of any additional payment to the County as a result of an approved change order. The current construction cost estimate is presented in **Exhibit C.**

D. Ownership and Maintenance of Infrastructure. The City shall continue to own, operate and maintain the utility infrastructure (water, reclaimed water, and wastewater) after completion of construction.

3. **County Obligations.**

A. Roadway Widening. The County agrees to widen CR 466A from two to four lanes from Timbertop Lane to Poinsettia Avenue. The Road Project will include pavement widening, curbing, sidewalks and a traffic signal. The roadway typical section is presented in **Exhibit A.** County shall bid the Road Project, including the utility work, conduct the bid opening, select the contractor, and execute the contract. County will provide City a copy of the bid from the selected contractor, and City will pay County the entire amount of the bid within 30 days of being provided with the bid. County will require Contractor to issue maintenance bond in favor of City.

B. Ownership and Maintenance of Roadway. The County shall continue to own and maintain CR 466A after construction completion.

4. **Termination.** Either Party shall have the right to terminate this Interlocal Agreement for cause with thirty (30) days written notice to the other, so long as the construction

of the Road Project has not yet been awarded by the County. Once the Road Project has been awarded by the County to a contractor, this Agreement shall not be terminated unless mutually agreed upon by the Parties in writing.

5. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

6. **Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	CITY
County Manager	City of Fruitland Park
P.O. Box 7800	506 West Berckman Street
Tavares, Florida 32778	Fruitland Park, Florida 34731

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

7. **Indemnification**. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, F.S., as amended.

8. **Entire Agreement.** This document embodies the entire agreement between the Parties. It may not be modified or terminated except as provided herein.

9. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

10. **Effective Date.** This Agreement shall become effective upon the date the last Party hereto executes it ("effective date").

11. **Entire Agreement.** This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

Exhibit A	CR 466A Widening Project Location Map
Exhibit B	Utility Relocation Plans
Exhibit C	Construction Cost Estimate

IN WITNESS WHEREOF, the Parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the County through its Board of County Commissioners, signing by and through its Chairman, and the City through its duly authorized representative.

CITY

CITY OF FRUITLAND PARK, FLORIDA

_____

Chris Cheshire, Mayor

This ____ day of _____, 2026.

ATTEST:

_____

Gwen Johns, City Clerk

Approved as to form and legality:

_____

Anita Geraci-Carver, City Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Exhibit A

CR 466A Widening Project Location Map

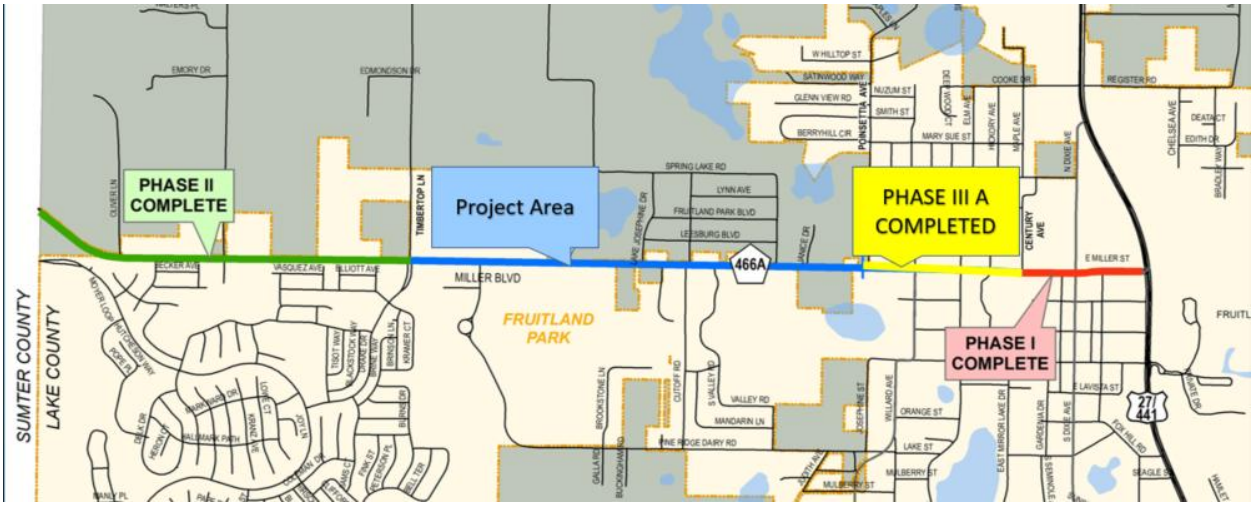
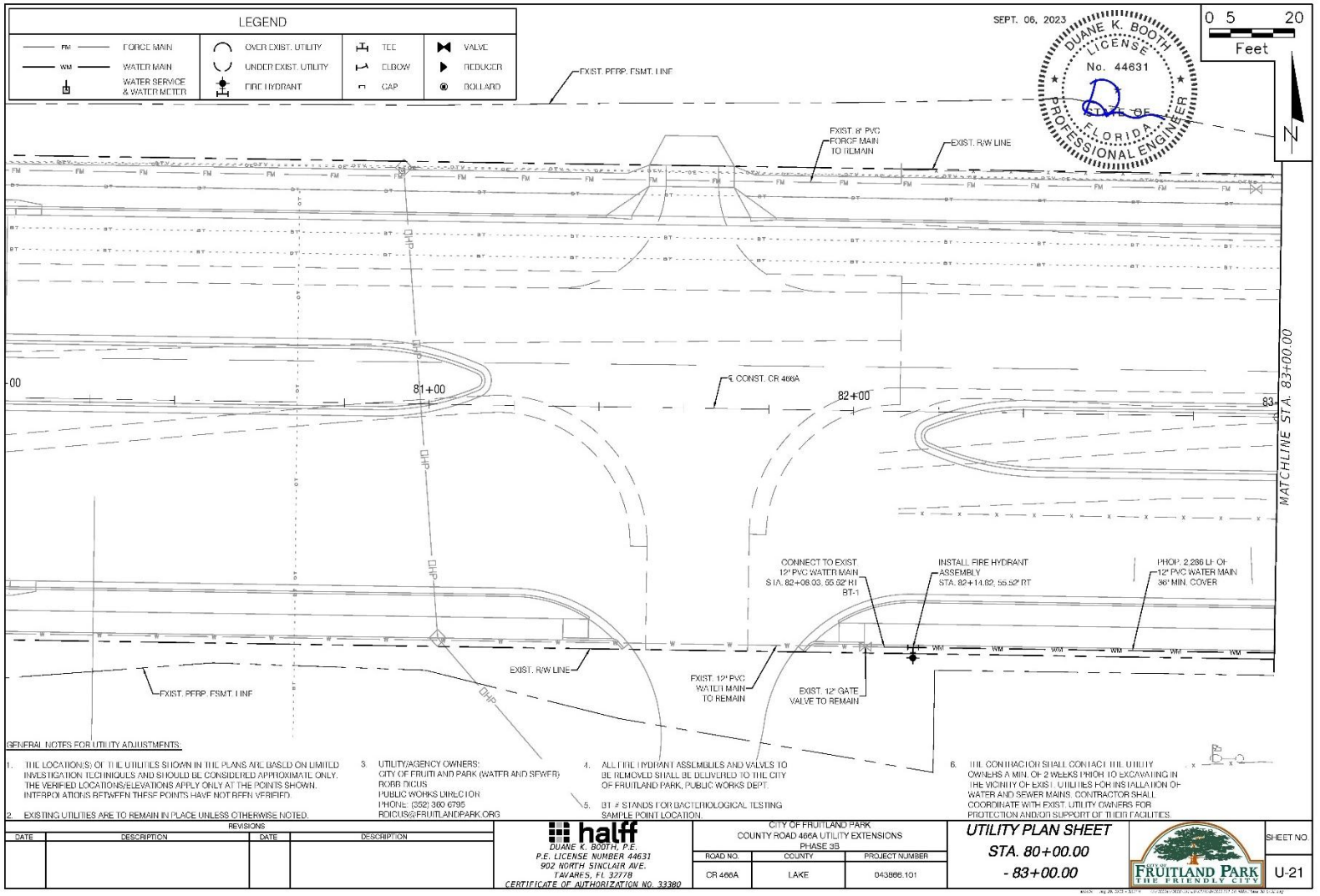
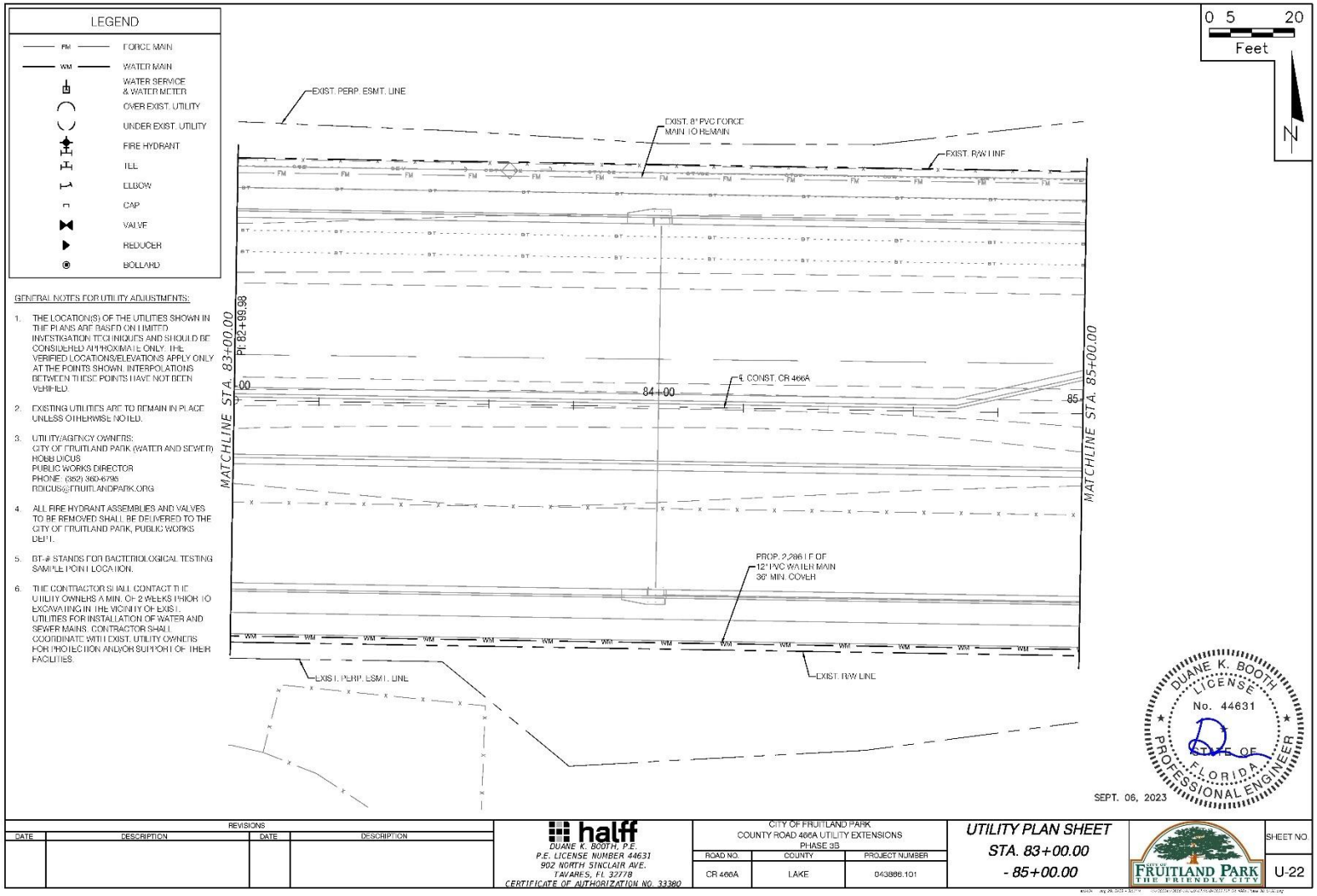


Exhibit B

Utility Relocation Plans

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FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS:
CITY OF FRUITLAND PARK (WATER AND SEWER)
ROBB DICUS
PUBLIC WORKS DIRECTOR
PHONE: (352) 360-6706
RDICUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
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DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. COUNTY PROJECT NUMBER
CR 466A LAKE 043886.101
UTILITY PLAN SHEET
STA. 83+00.00
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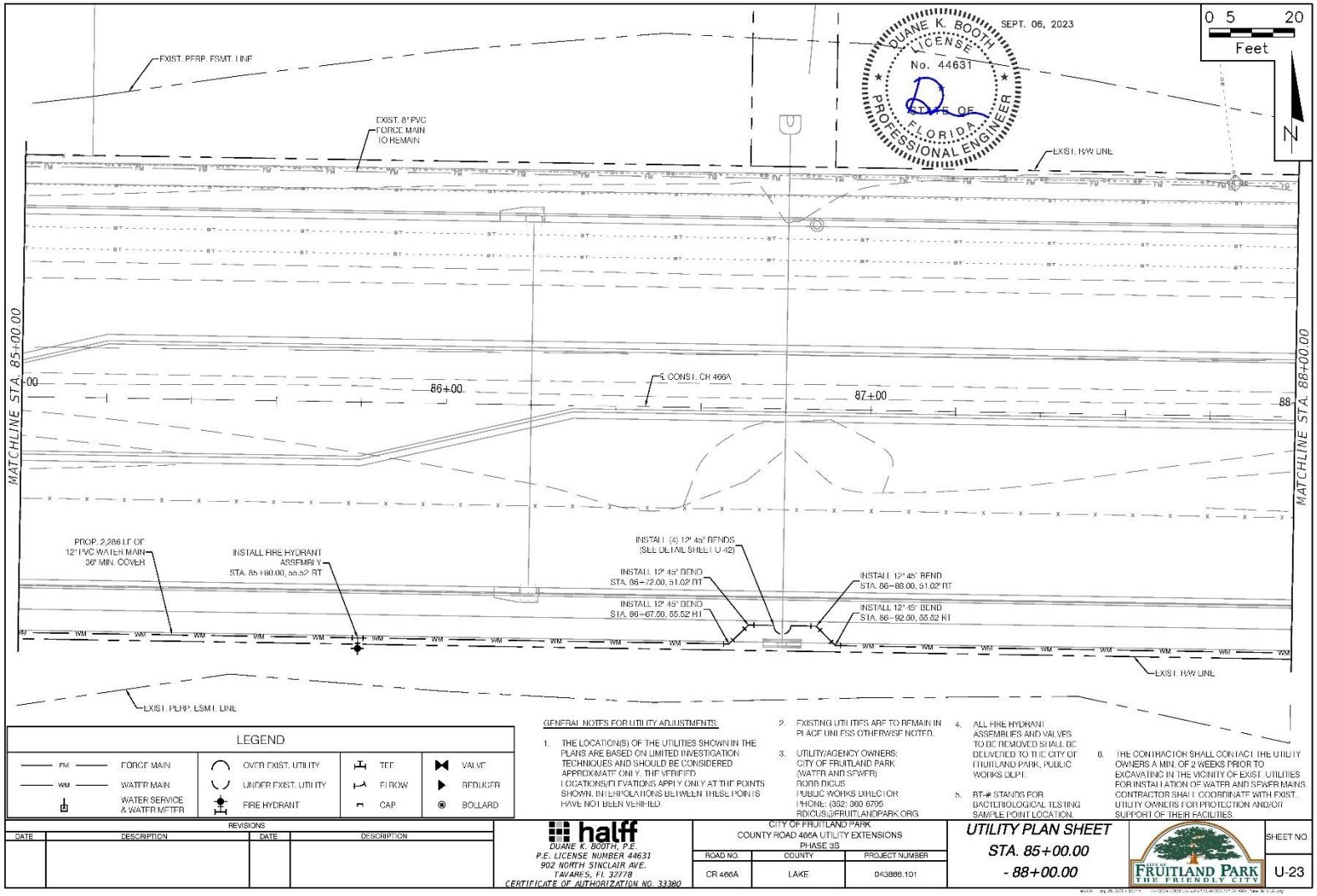
FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-22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INSTALL FIRE HYDRANT ASSEMBLY STA. 85+80.00, 55.52 RT
INSTALL (3) 12" 45° BENDS (SEE DETAIL SHEET U-42)
INSTALL 12" 45° BEND STA. 86+72.00, 51.02 RT
INSTALL 12" 45° BEND STA. 86+88.00, 51.02 RT
INSTALL 12" 45° BEND STA. 86+67.50, 55.52 RT
INSTALL 12" 45° BEND STA. 86+92.50, 55.52 RT
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WM WATER MAIN
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COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. CR 466A
COUNTY LAKE
PROJECT NUMBER 043886.101
UTILITY PLAN SHEET
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CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
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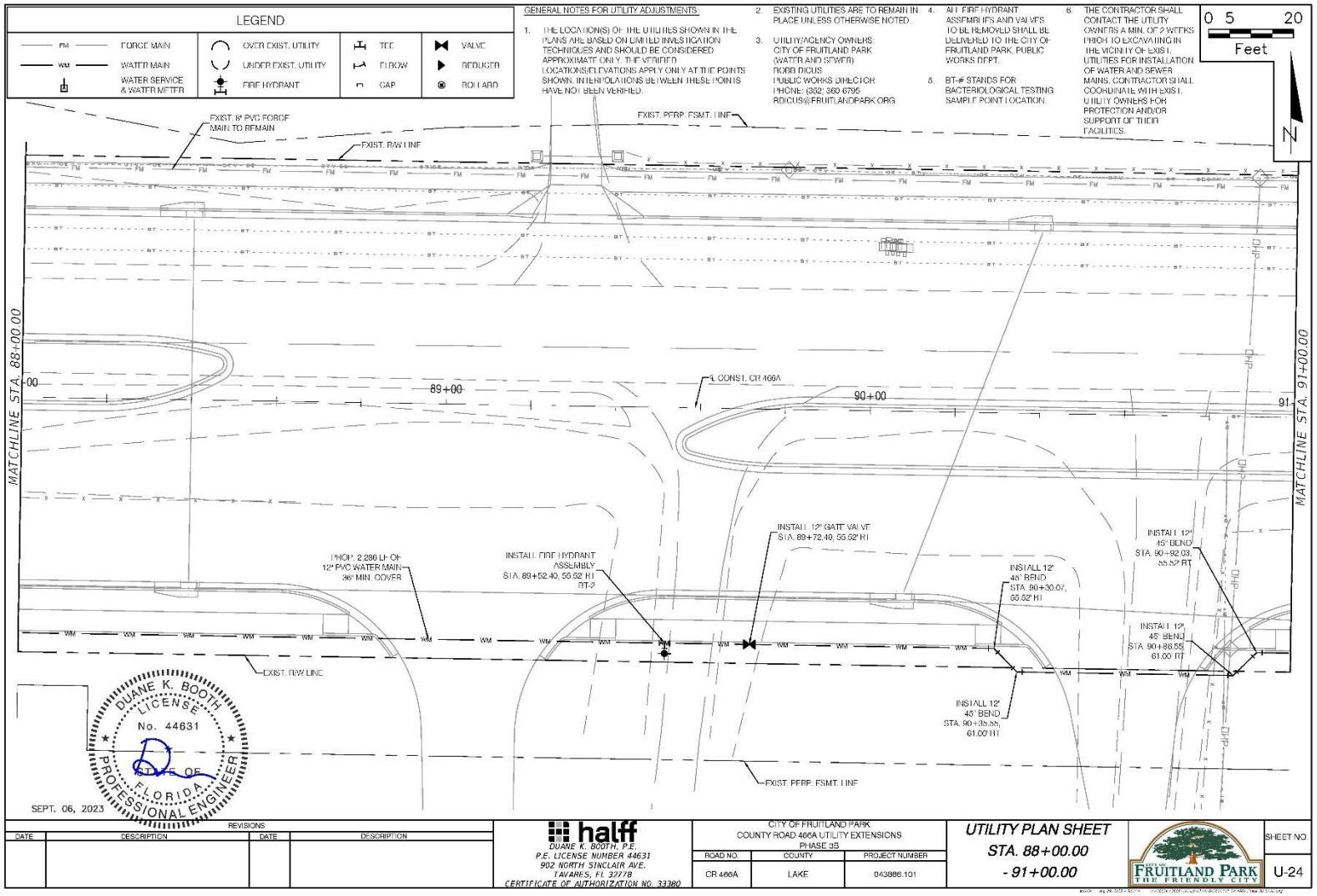
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PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL FIRE HYDRANT ASSEMBLY STA. 89+52.40, 55.52' RT FT-2
INSTALL 12" GATE VALVE STA. 89+72.40, 55.52' RT
INSTALL 12" 45° BEND STA. 90+30.07, 55.52' RT
INSTALL 12" 45° BEND STA. 90+92.03, 55.52' RT
INSTALL 12" 45° BEND STA. 90+36.55, 61.00' RT
INSTALL 12" 45° BEND STA. 90+36.55, 61.00' RT
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PROJECT NUMBER 043886.101
UTILITY PLAN SHEET
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CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
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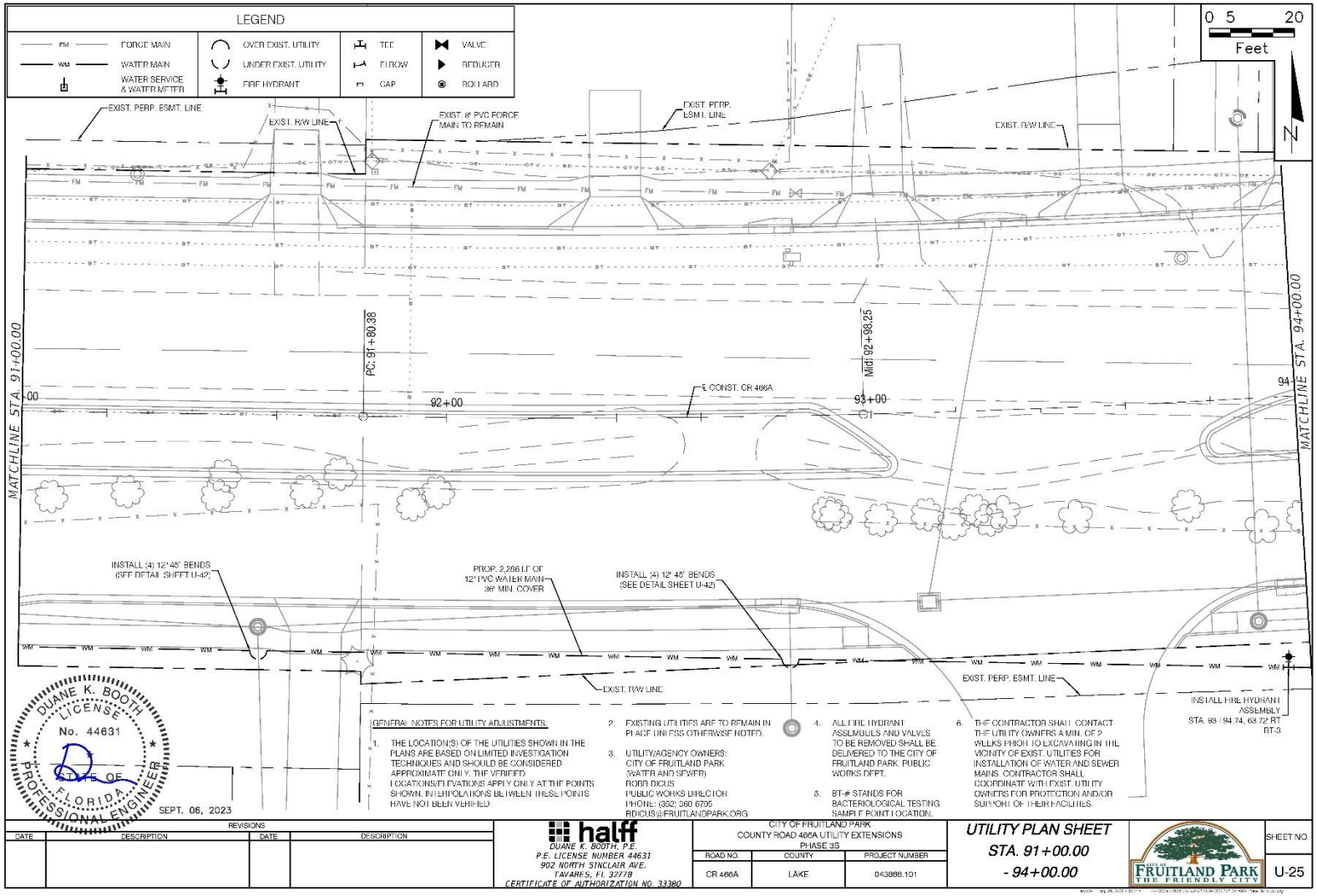
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℄ CONST. CR 466A
INSTALL (4) 12" 45° BENDS (SEE DETAIL SHEET U-42)
PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL (4) 12" 45° BENDS (SEE DETAIL SHEET U-42)
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
INSTALL FIRE HYDRANT ASSEMBLY STA. 93+94.74, 63.72' RT BT-3
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
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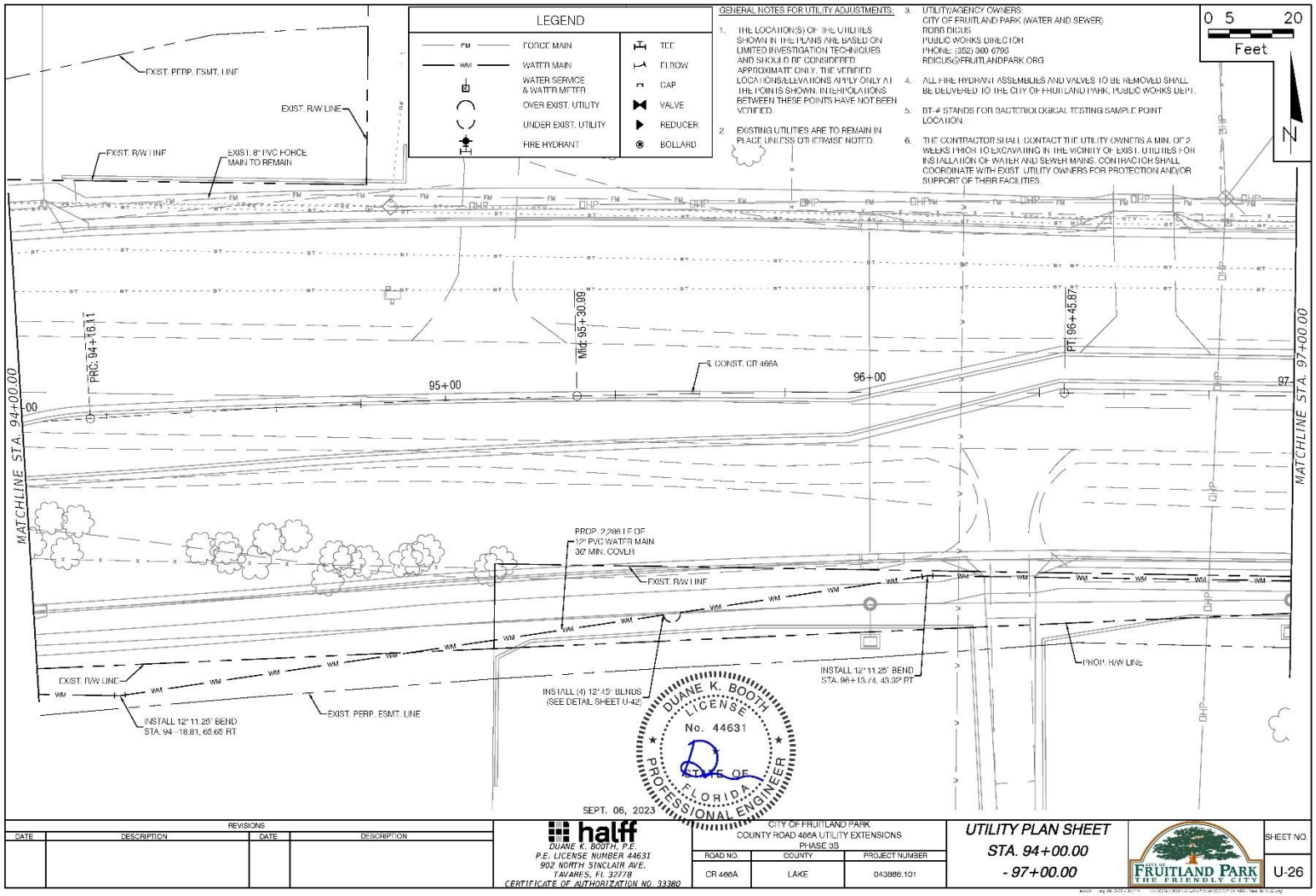
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 91+00.00
- 94+00.00
FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-25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WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
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BOLLARD
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
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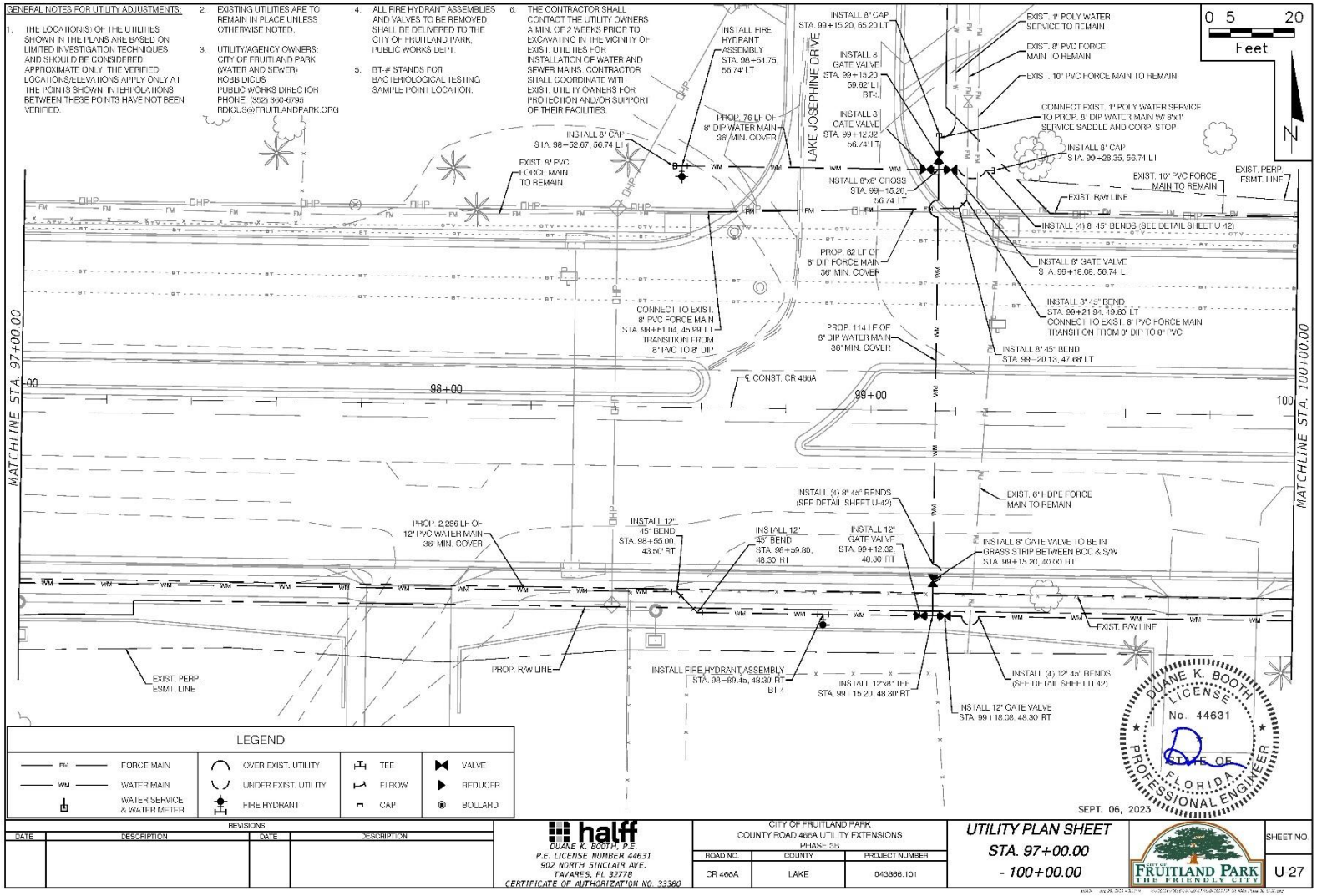
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS:
CITY OF FRUITLAND PARK (WATER AND SEWER)
ROBB DICUS
PUBLIC WORKS DIRECTOR
PHONE: (352) 360 6795
RDICUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
0 5 20
Feet
N
EXIST. PERP. ESMT. LINE
EXIST. R/W LINE
EXIST. R/W LINE
EXIST. 8" PVC FORCE MAIN TO REMAIN
PRC: 94+16.11
Mid: 95+30.99
PT: 96+45.87
℄ CONST. CR 466A
95+00
96+00
97
MATCHLINE STA. 94+00.00
MATCHLINE STA. 97+00.00
PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
EXIST. R/W LINE
EXIST. R/W LINE
INSTALL 12"11.25° BEND STA. 94+18.81, 65.65' RT
EXIST. PERP. ESMT. LINE
INSTALL (4) 12"45° BENDS (SEE DETAIL SHEET U-42)
INSTALL 12"11.25° BEND STA. 96+13.74, 45.32' RT
PROP. R/W LINE
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 94+00.00
- 97+00.00
FRUITLAND PARK
THE FRIENDLY CITY
SHEET NO.
U-26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3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) ROBB DICUS PUBLIC WORKS DIRECTOR PHONE: (352) 360-6798 RDICUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
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0 5 20
Feet
N
LAKE JOSEPHINE DRIVE
MATCHLINE STA. 97+00.00
MATCHLINE STA. 100+00.00
INSTALL 8" CAP STA. 99+15.20, 65.20 LT
INSTALL FIRE HYDRANT ASSEMBLY STA. 98+54.75, 56.74' LT
INSTALL 8" GATE VALVE STA. 99+15.20, 59.62 LT BT-5
EXIST. 1" POLY WATER SERVICE TO REMAIN
EXIST. 8" PVC FORCE MAIN TO REMAIN
EXIST. 10" PVC FORCE MAIN TO REMAIN
CONNECT EXIST. 1" POLY WATER SERVICE TO PROP. 8" DIP WATER MAIN W/ 8"x1" SERVICE SADDLE AND CORP. STOP
INSTALL 8" GATE VALVE STA. 99+12.32, 56.74' LT
INSTALL 8" CAP STA. 99+28.35, 56.74 LT
PROP. 76 LF OF 8" DIP WATER MAIN 36" MIN. COVER
INSTALL 8" CAP STA. 98+52.67, 56.74 LT
EXIST. 8" PVC FORCE MAIN TO REMAIN
INSTALL 8"x8" CROSS STA. 99+15.20, 56.74 LT
EXIST. 10" PVC FORCE MAIN TO REMAIN
EXIST. PERP. ESMT. LINE
EXIST. R/W LINE
INSTALL (4) 8" 45° BENDS (SEE DETAIL SHEET U-42)
PROP. 62 LF OF 8" DIP FORCE MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE STA. 99+18.08, 56.74' LT
INSTALL 8" 45° BEND STA. 99+21.94, 19.60' LT
CONNECT TO EXIST. 8" PVC FORCE MAIN TRANSITION FROM 8" DIP TO 8" PVC
CONNECT TO EXIST. 8" PVC FORCE MAIN STA. 98+61.04, 45.99' LT TRANSITION FROM 8" PVC TO 8" DIP
PROP. 114 LF OF 8" DIP WATER MAIN 36" MIN. COVER
INSTALL 8" 45° BEND STA. 99+20.13, 47.68' LT
98+00
99+00
100
℄ CONST. CR 466A
INSTALL (4) 8" 45° BENDS (SEE DETAIL SHEET U-42)
EXIST. 6" HDPE FORCE MAIN TO REMAIN
PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 12" 45° BEND STA. 98+55.00, 43.50' RT
INSTALL 12" 45° BEND STA. 98+59.80, 48.30' RT
INSTALL 12" GATE VALVE STA. 99+12.32, 48.30' RT
INSTALL 6" GATE VALVE TO BE IN GRASS STRIP BETWEEN BOC & S/W STA. 99+15.20, 40.00' RT
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
PROP. R/W LINE
INSTALL FIRE HYDRANT ASSEMBLY STA. 98+69.45, 48.30' RT BT-4
INSTALL 12"x8" TEE STA. 99+15.20, 48.30' RT
INSTALL (4) 12" 45° BENDS (SEE DETAIL SHEET U-42)
INSTALL 12" GATE VALVE STA. 99+18.08, 48.30' RT
LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
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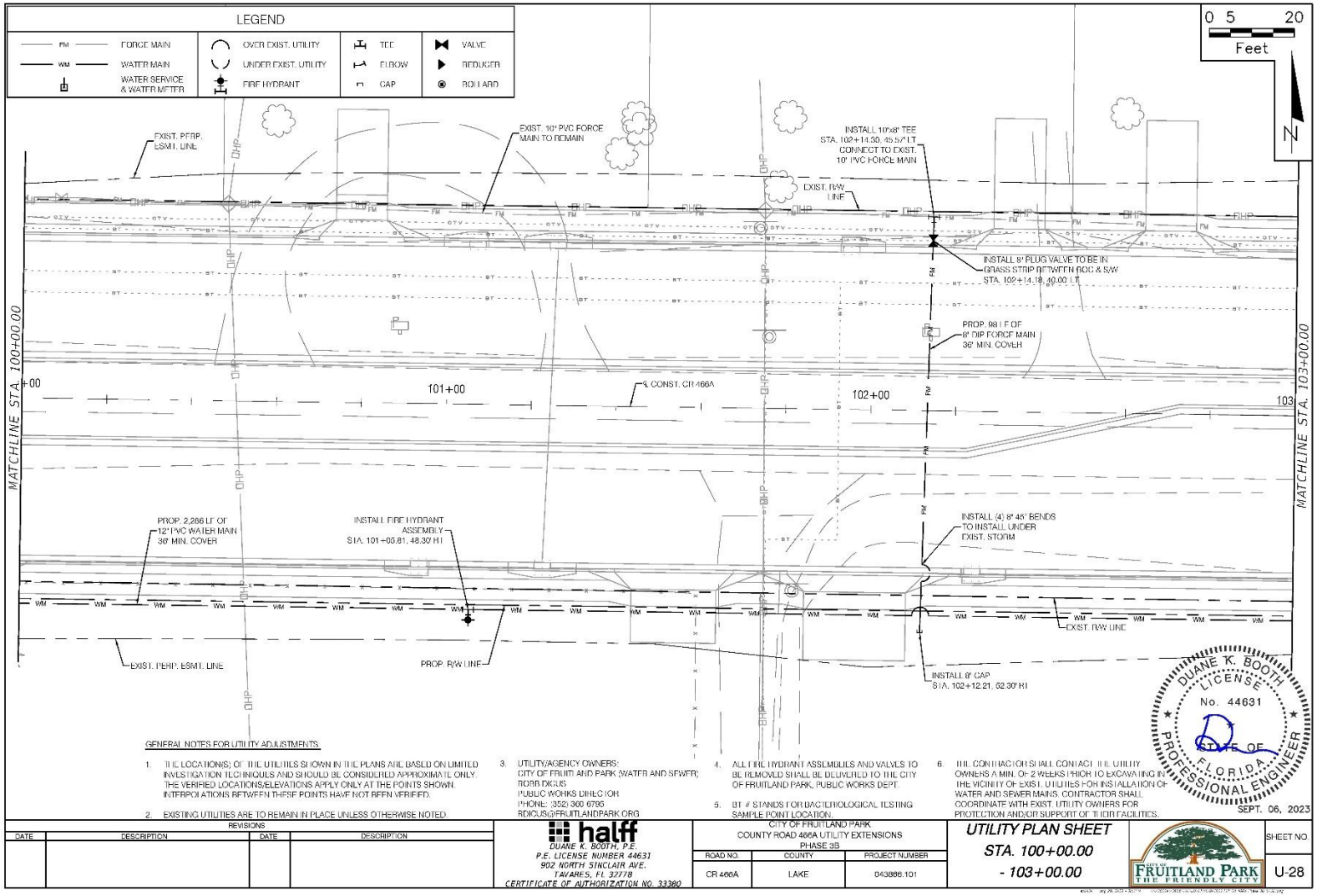
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 97+00.00
- 100+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-27


LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
0 5 20
Feet
N
EXIST. PERP. ESMT. LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
INSTALL 10"x8" TEE STA. 102+14.30, 45.52' LT. CONNECT TO EXIST. 10" PVC FORCE MAIN
EXIST. R/W LINE
INSTALL 8" PLUG VALVE TO BE IN GRASS STRIP BETWEEN BOC & SAW STA. 102+14.18, 30.00 LT.
PROP. 98 LF OF 8" DIP FORCE MAIN 36" MIN. COVER
MATCHLINE STA. 100+00.00
MATCHLINE STA. 103+00.00
100+00
101+00
℄ CONST. CR 466A
102+00
103
PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL FIRE HYDRANT ASSEMBLY STA. 101+05.81, 48.30' RT
INSTALL (4) 8" 45° BENDS TO INSTALL UNDER EXIST. STORM
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
PROP. R/W LINE
INSTALL 8" CAP STA. 102+12.21, 52.30' RT
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
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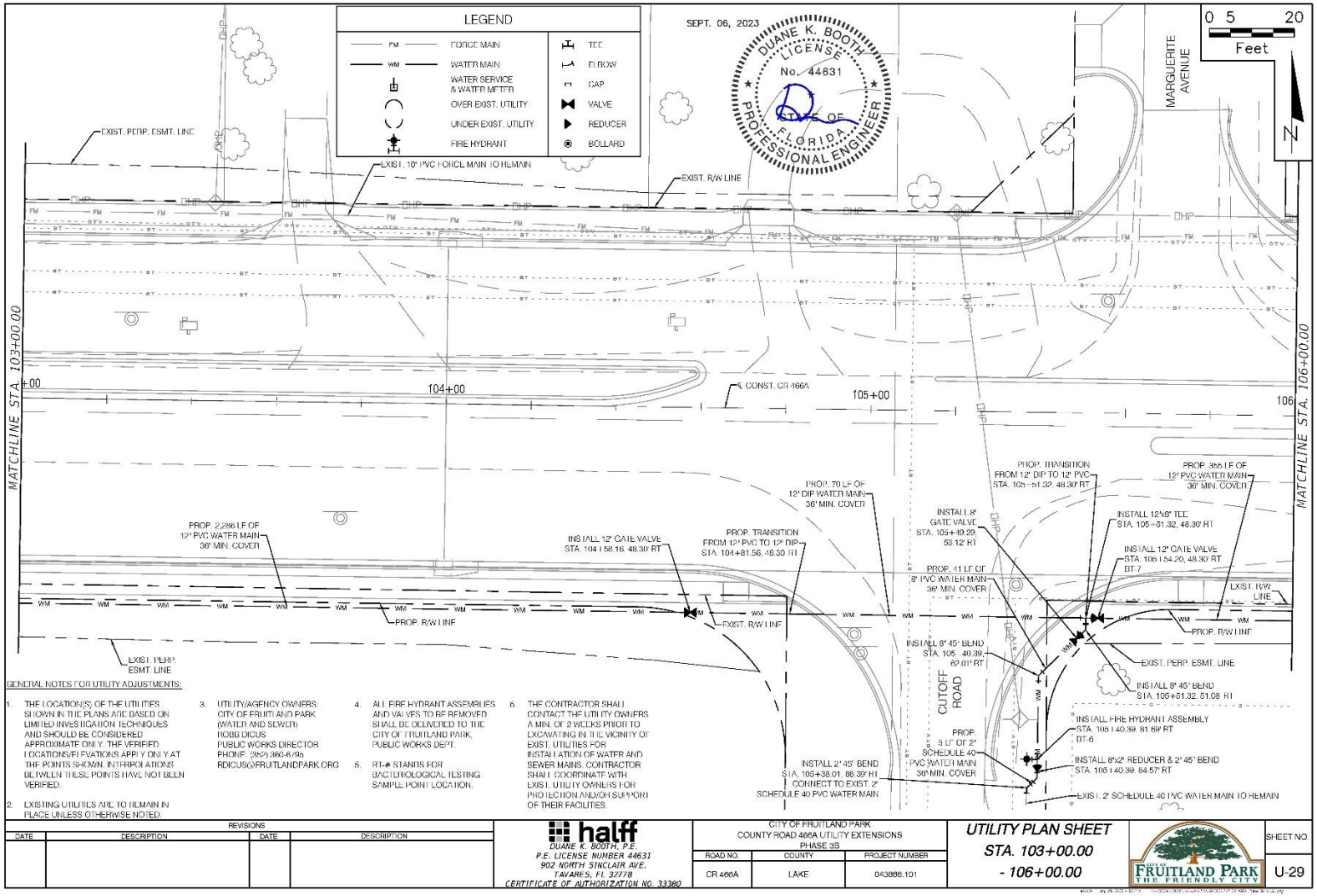
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 100+00.00
- 103+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-28


LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
SEPT. 06, 2023
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
0 5 20 Feet
N
MARGUERITE AVENUE
EXIST. PERP. ESMT. LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
EXIST. R/W LINE
MATCHLINE STA. 103+00.00
MATCHLINE STA. 106+00.00
104+00
105+00
106
℄ CONST. CR 466A
PROP. 2,286 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 12" GATE VALVE STA. 104+58.16, 48.30' RT
PROP. TRANSITION FROM 12" PVC TO 12" DIP STA. 104+81.56, 48.30' RT
PROP. 70 LF OF 12" DIP WATER MAIN 36" MIN. COVER
PROP. TRANSITION FROM 12" DIP TO 12" PVC STA. 105+51.32, 48.30' RT
PROP. 355 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE STA. 105+49.29, 53.12' RT
INSTALL 12"x8" TEE STA. 105+51.32, 48.30' RT
INSTALL 12" GATE VALVE STA. 105+54.20, 48.30' RT
BT-7
PROP. 41 LF OF 8" PVC WATER MAIN 36" MIN. COVER
EXIST. R/W LINE
PROP. R/W LINE
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
EXIST. PERP. ESMT. LINE
INSTALL 8" 45° BEND STA. 105+40.39, 62.01' RT
INSTALL 8" 45° BEND STA. 105+51.32, 51.08' RT
CUTOFF ROAD
INSTALL FIRE HYDRANT ASSEMBLY STA. 105+40.39, 81.69' RT
BT-6
PROP. 5 LF OF 2" SCHEDULE 40 PVC WATER MAIN 36" MIN. COVER
INSTALL 8"x2" REDUCER & 2" 45° BEND STA. 105+40.39, 84.57' RT
INSTALL 2" 45° BEND STA. 103+38.01, 86.39' RT CONNECT TO EXIST. 2" SCHEDULE 40 PVC WATER MAIN
EXIST. 2" SCHEDULE 40 PVC WATER MAIN TO REMAIN
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halff
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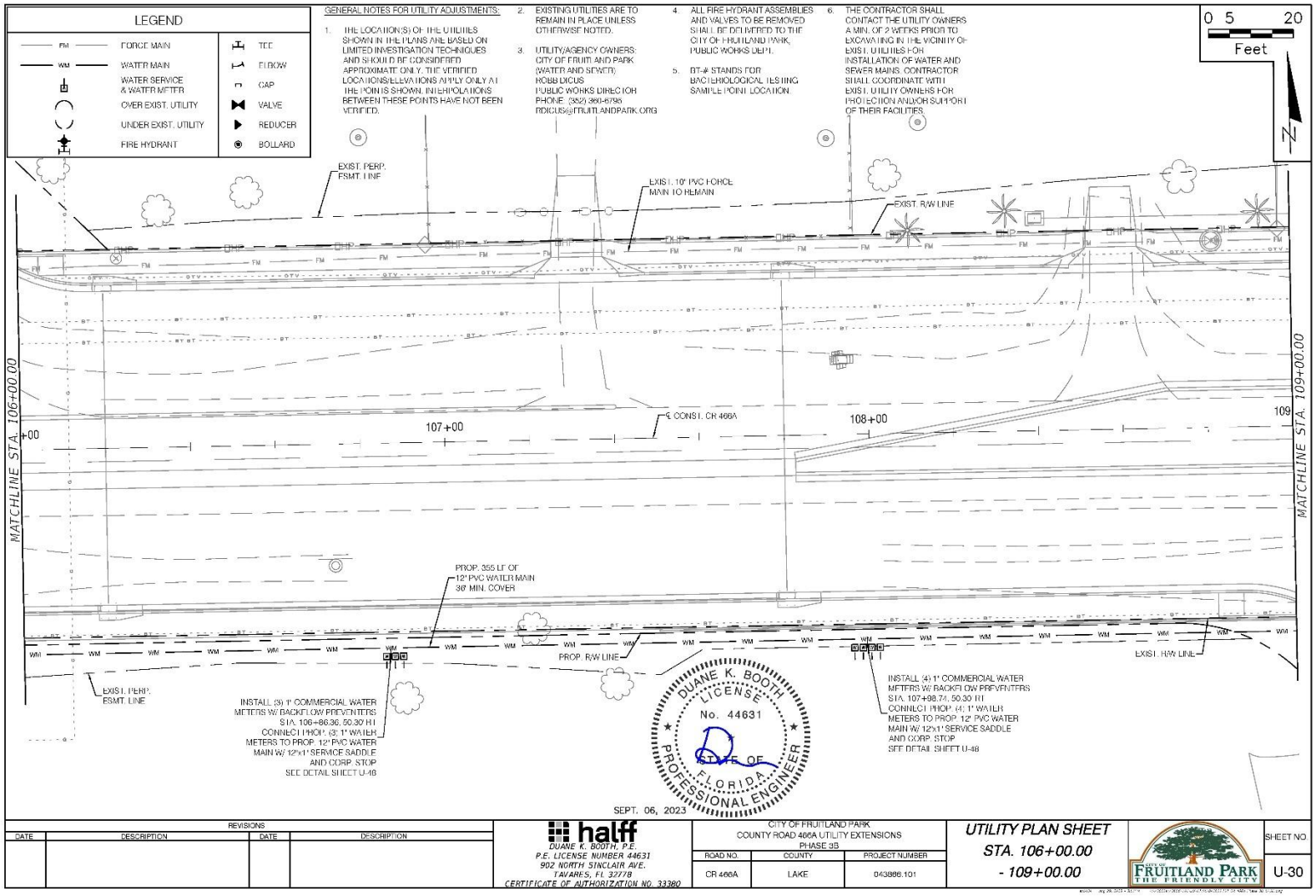
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. COUNTY PROJECT NUMBER
CR 466A LAKE 043886.101
UTILITY PLAN SHEET
STA. 103+00.00
- 106+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-29


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
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0 5 20
Feet
N
EXIST. PERP. ESMT. LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
EXIST. R/W LINE
MATCHLINE STA. 106+00.00
MATCHLINE STA. 109+00.00
+00
107+00
108+00
109
℄ CONST. CR 466A
PROP. 355 LF OF 12" PVC WATER MAIN 36" MIN. COVER
PROP. R/W LINE
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
INSTALL (3) 1" COMMERCIAL WATER METERS W/ BACKFLOW PREVENTERS STA. 106+86.36, 50.30 RT CONNECT PROP. (3) 1" WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" SERVICE SADDLE AND CORP. STOP SEE DETAIL SHEET U-48
INSTALL (4) 1" COMMERCIAL WATER METERS W/ BACKFLOW PREVENTERS STA. 107+98.74, 50.30 RT CONNECT PROP. (4) 1" WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" SERVICE SADDLE AND CORP. STOP SEE DETAIL SHEET U-48
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
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DUANE K. BOOTH, P.E.
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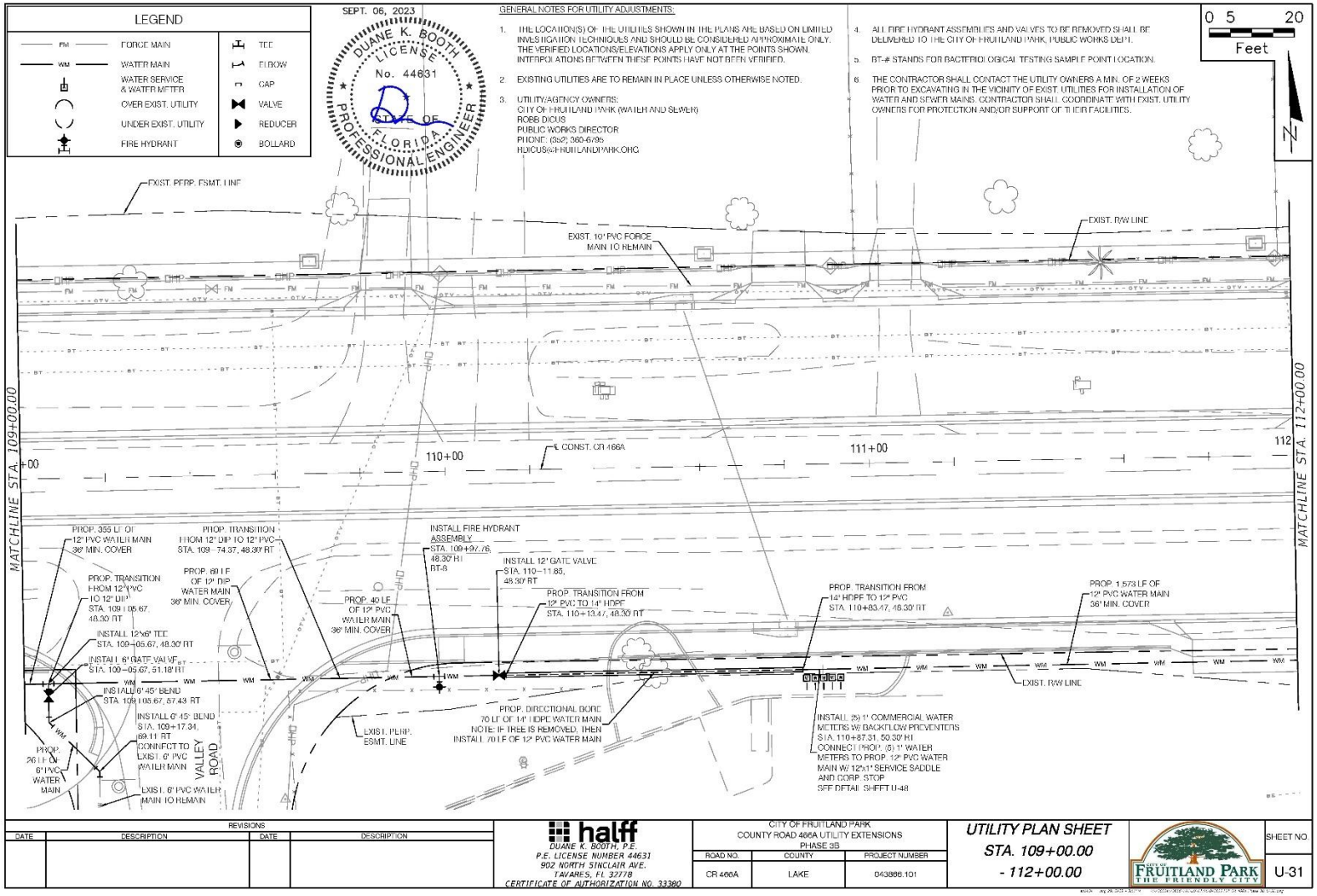
LAKE
043886.101
UTILITY PLAN SHEET
STA. 106+00.00
- 109+00.00
FRUITLAND PARK
THE FRIENDLY CITY
SHEET NO.
U-30


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
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FIRE HYDRANT
TEE
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CITY OF FRUITLAND PARK (WATER AND SEWER)
ROBB DICUS
PUBLIC WORKS DIRECTOR
PHONE: (352) 360-6795
RDICUS@FRUITLANDPARK.ORG
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0 5 20
Feet
N
EXIST. PERP. ESMT. LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
EXIST. R/W LINE
MATCHLINE STA. 109+00.00
MATCHLINE STA. 112+00.00
110+00
111+00
112
℄ CONST. CR 466A
PROP. 355 LF OF 12" PVC WATER MAIN 36" MIN. COVER
PROP. TRANSITION FROM 12" PVC TO 12" DIP STA. 109+05.67, 48.30' RT
PROP. TRANSITION FROM 12" DIP TO 12" PVC STA. 109+74.37, 48.30' RT
PROP. 60 LF OF 12" DIP WATER MAIN 36" MIN. COVER
INSTALL 12"x6" TEE STA. 109+05.67, 48.30' RT
INSTALL 6" GATE VALVE STA. 109+05.67, 51.18' RT
INSTALL 6" 45° BEND STA. 109+05.67, 57.43' RT
INSTALL 6" 45° BEND STA. 109+17.34, 69.11' RT
CONNECT TO EXIST. 6" PVC WATER MAIN
EXIST. 6" PVC WATER MAIN TO REMAIN
PROP. 26 LF OF 6" PVC WATER MAIN
VALLEY ROAD
INSTALL FIRE HYDRANT ASSEMBLY STA. 109+97.76, 48.30' RT BT-6
PROP. 40 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 12" GATE VALVE STA. 110+11.85, 48.30' RT
PROP. TRANSITION FROM 12" PVC TO 14" HDPE STA. 110+13.47, 48.30' RT
EXIST. PERP. ESMT. LINE
PROP. DIRECTIONAL DORE 70 LF OF 14" HDPE WATER MAIN NOTE: IF TREE IS REMOVED, THEN INSTALL 70 LF OF 12" PVC WATER MAIN
PROP. TRANSITION FROM 14" HDPE TO 12" PVC STA. 110+83.47, 48.30' RT
INSTALL (5) 1" COMMERCIAL WATER METERS W/ BACKFLOW PREVENTERS STA. 110+87.31, 50.30' RT CONNECT PROP. (5) 1" WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" SERVICE SADDLE AND CORP. STOP SEE DETAIL SHEET U-48
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
EXIST. R/W LINE
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DATE
DESCRIPTION
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DESCRIPTION
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P.E. LICENSE NUMBER 44631
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UTILITY PLAN SHEET
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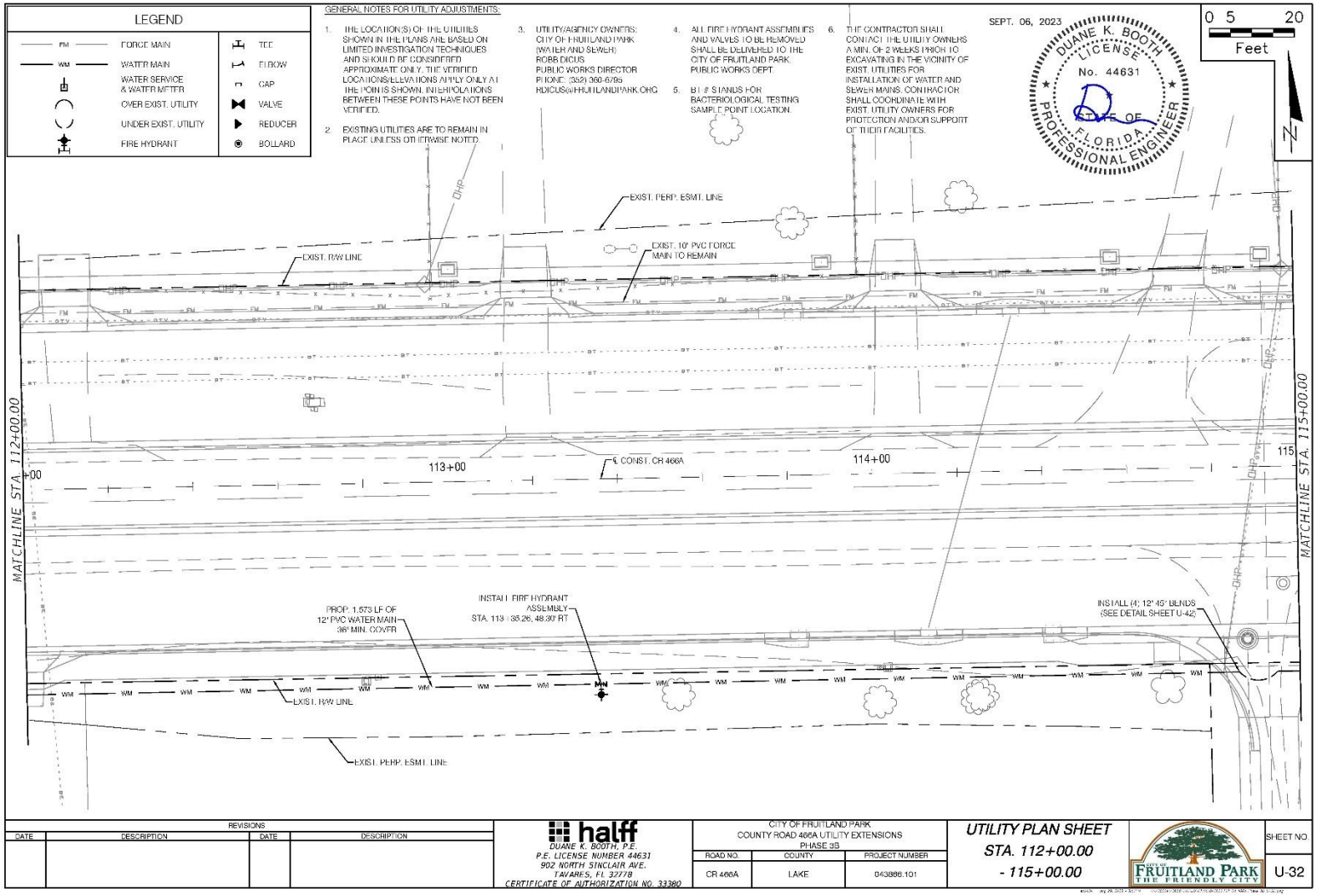
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FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
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4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK PUBLIC WORKS DEPT.
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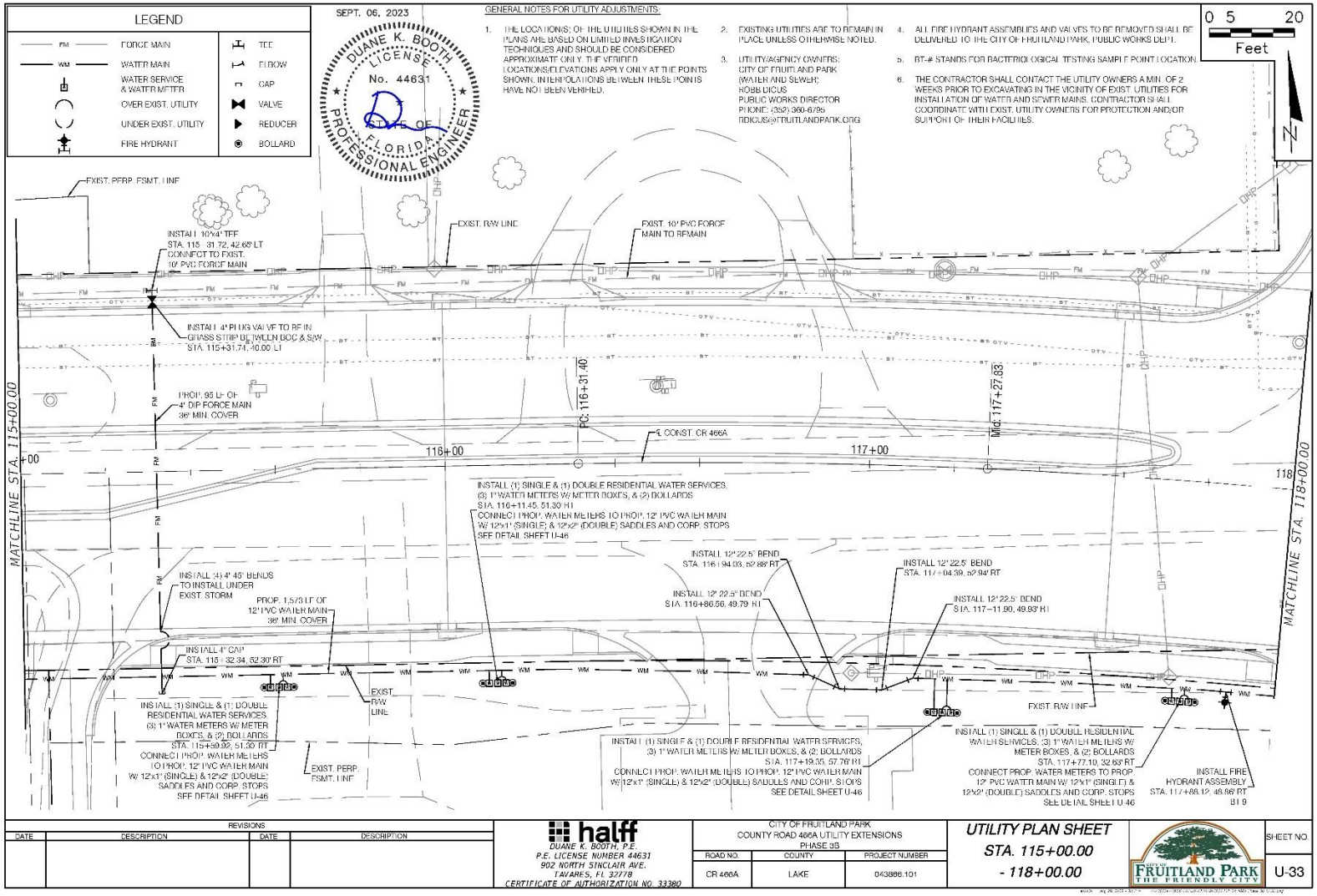
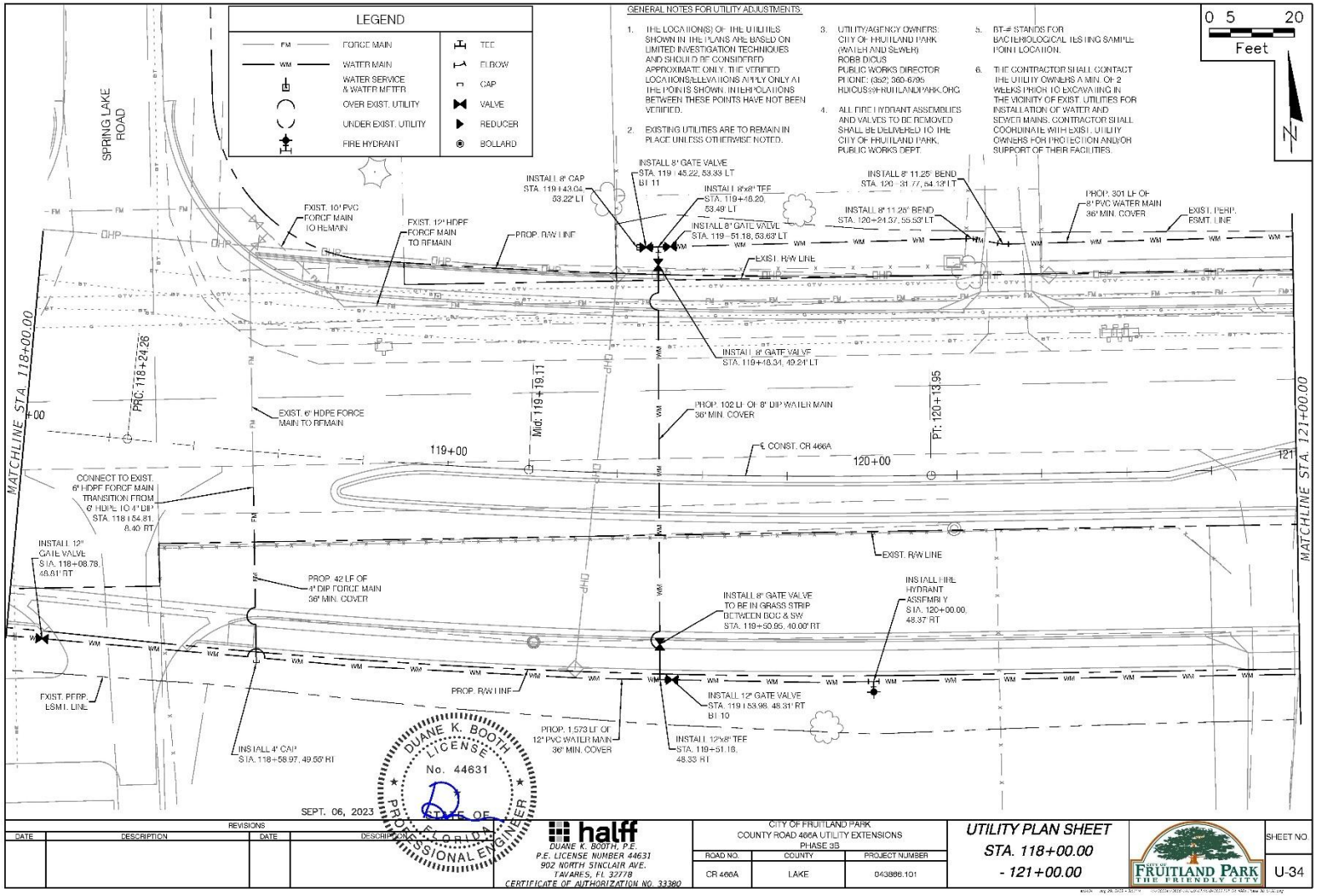
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
SEPT. 06, 2023
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
0 5 20 Feet
N
EXIST. PERP. ESMT. LINE
EXIST. R/W LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
OHP
MATCHLINE STA. 112+00.00
MATCHLINE STA. 115+00.00
113+00
114+00
℄ CONST. CR 466A
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL FIRE HYDRANT ASSEMBLY STA. 113+35.26, 48.30' RT
INSTALL (4) 12' 45° BLNDS (SEE DETAIL SHEET U-42)
WM
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
REVISIONS
DATE DESCRIPTION DATE DESCRIPTION
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. COUNTY PROJECT NUMBER
CR 466A LAKE 043886.101
UTILITY PLAN SHEET
STA. 112+00.00
- 115+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-32


LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
SEPT. 06, 2023
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) ROBB DICUS PUBLIC WORKS DIRECTOR PHONE: (352) 360-6795 RDICUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
0 5 20 Feet
N
EXIST. PERP. FSMT. LINE
INSTALL 10"x4" TEE STA. 115+31.72, 42.68' LT CONNECT TO EXIST. 10" PVC FORCE MAIN
EXIST. R/W LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
INSTALL 4" PLUG VALVE TO BE IN GRASS STRIP DITCH BOT. & S/W STA. 115+31.74, 40.00' LT
PROP. 95 LF OF 4" DIP FORCE MAIN 36" MIN. COVER
PC: 116+31.40
Mid: 117+27.83
℄ CONST. CR 466A
MATCHLINE STA. 115+00.00
MATCHLINE STA. 118+00.00
INSTALL (1) SINGLE & (1) DOUBLE RESIDENTIAL WATER SERVICES, (3) 1" WATER METERS W/ METER BOXES, & (2) BOLLARDS STA. 116+11.45, 51.30' RT CONNECT PROP. WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" (SINGLE) & 12"x2" (DOUBLE) SADDLES AND CORP. STOPS SEE DETAIL SHEET U-46
INSTALL 12" 22.5° BEND STA. 116+94.03, 52.88' RT
INSTALL 12" 22.5° BEND STA. 116+86.56, 49.79' RT
INSTALL 12" 22.5° BEND STA. 117+04.39, 52.94' RT
INSTALL 12" 22.5° BEND STA. 117+11.90, 49.93' RT
INSTALL (4) 4" 45° BENDS TO INSTALL UNDER EXIST. STORM
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 4" CAP STA. 115+32.34, 62.30' RT
INSTALL (1) SINGLE & (1) DOUBLE RESIDENTIAL WATER SERVICES, (3) 1" WATER METERS W/ METER BOXES, & (2) BOLLARDS STA. 115+59.92, 51.30' RT CONNECT PROP. WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" (SINGLE) & 12"x2" (DOUBLE) SADDLES AND CORP. STOPS SEE DETAIL SHEET U-46
EXIST. R/W LINE
EXIST. PERP. FSMT. LINE
INSTALL (1) SINGLE & (1) DOUBLE RESIDENTIAL WATER SERVICES, (3) 1" WATER METERS W/ METER BOXES, & (2) BOLLARDS STA. 117+19.55, 57.76' RT CONNECT PROP. WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" (SINGLE) & 12"x2" (DOUBLE) SADDLES AND CORP. STOPS SEE DETAIL SHEET U-46
EXIST. R/W LINE
INSTALL (1) SINGLE & (1) DOUBLE RESIDENTIAL WATER SERVICES, (3) 1" WATER METERS W/ METER BOXES, & (2) BOLLARDS STA. 117+77.10, 32.63' RT CONNECT PROP. WATER METERS TO PROP. 12" PVC WATER MAIN W/ 12"x1" (SINGLE) & 12"x2" (DOUBLE) SADDLES AND CORP. STOPS SEE DETAIL SHEET U-46
INSTALL FIRE HYDRANT ASSEMBLY STA. 117+86.12, 49.66' RT
REVISIONS
DATE DESCRIPTION DATE DESCRIPTION
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. COUNTY PROJECT NUMBER
CR 466A LAKE 043886.101
UTILITY PLAN SHEET
STA. 115+00.00
- 118+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-33


LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELLEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) ROBB DIOUS PUBLIC WORKS DIRECTOR PHONE: (352) 360-6795 RDIOUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
0 5 20
Feet
N
SPRING LAKE ROAD
MATCHLINE STA. 118+00.00
MATCHLINE STA. 121+00.00
EXIST. 10" PVC FORCE MAIN TO REMAIN
EXIST. 12" HDPE FORCE MAIN TO REMAIN
PROP. R/W LINE
EXIST. R/W LINE
INSTALL 8" CAP STA. 119+43.04, 53.22' LT
INSTALL 8" GATE VALVE STA. 119+45.22, 53.39' LT BT 11
INSTALL 8"x8" TEE STA. 119+48.20, 53.49' LT
INSTALL 8" GATE VALVE STA. 119+51.18, 53.63' LT
INSTALL 8" 11.25° BEND STA. 120+31.77, 64.13' LT
INSTALL 8" 11.25° BEND STA. 120+21.37, 55.53' LT
PROP. 301 LF OF 8" PVC WATER MAIN 36" MIN. COVER
EXIST. PERP. ESMT. LINE
PRC: 118+24.26
EXIST. 6" HDPE FORCE MAIN TO REMAIN
Mid: 119+19.11
PROP. 102 LF OF 8" DIP WATER MAIN 36" MIN. COVER
PT: 120+13.95
℄ CONST. CR 466A
119+00
120+00
121
CONNECT TO EXIST. 6" HDPE FORCE MAIN TRANSITION FROM 6" HDPE TO 4" DIP STA. 118+84.81, 8.40' RT
INSTALL 12" GATE VALVE STA. 118+08.78, 49.61' RT
PROP. 42 LF OF 4" DIP FORCE MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE TO BE IN GRASS STRIP BETWEEN BOC & SW STA. 119+50.95, 40.00' RT
INSTALL FIRE HYDRANT ASSEMBLY STA. 120+00.00, 48.37' RT
EXIST. R/W LINE
EXIST. PERP. ESMT. LINE
PROP. R/W LINE
INSTALL 12" GATE VALVE STA. 119+53.98, 48.31' RT BT 10
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL 12"x8" TEE STA. 119+51.18, 48.33' RT
INSTALL 4" CAP STA. 118+58.97, 49.55' RT
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
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DATE
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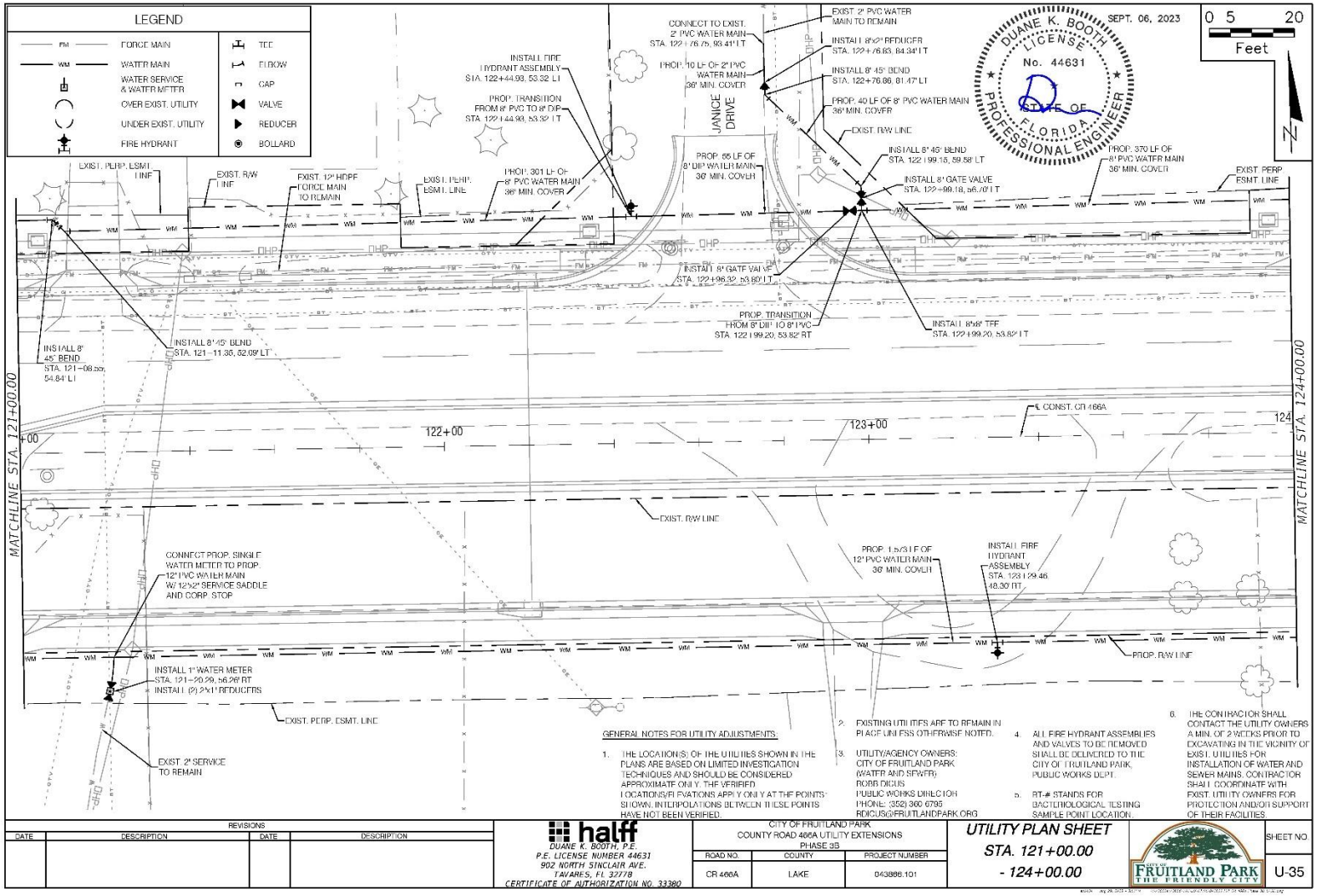
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. CR 466A
COUNTY LAKE
PROJECT NUMBER 043886.101
UTILITY PLAN SHEET
STA. 118+00.00
- 121+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-34


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
SEPT. 06, 2023
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
0 5 20 Feet
N
CONNECT TO EXIST. 2" PVC WATER MAIN STA. 122+76.75, 93.41' LT
EXIST. 2" PVC WATER MAIN TO REMAIN
INSTALL 8"x2" REDUCER STA. 122+76.83, 84.34' LT
INSTALL FIRE HYDRANT ASSEMBLY STA. 122+44.93, 53.32' LT
PROP. 10 LF OF 2" PVC WATER MAIN 36" MIN. COVER
INSTALL 8" 45° BEND STA. 122+76.66, 81.47' LT
PROP. TRANSITION FROM 8" PVC TO 8" DIP STA. 122+44.93, 53.32' LT
PROP. 40 LF OF 8" PVC WATER MAIN 36" MIN. COVER
JANICE DRIVE
EXIST. R/W LINE
PROP. 55 LF OF 8" DIP WATER MAIN 36" MIN. COVER
INSTALL 8" 45° BEND STA. 122+99.15, 59.58' LT
PROP. 370 LF OF 8" PVC WATER MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE STA. 122+99.18, 56.70' LT
EXIST. PERP. ESMT. LINE
EXIST. PERP. ESMT. LINE
EXIST. R/W LINE
EXIST. 12" HDPE FORCE MAIN TO REMAIN
EXIST. PERP. ESMT. LINE
PROP. 301 LF OF 8" PVC WATER MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE STA. 122+96.32, 53.80' LT
PROP. TRANSITION FROM 8" DIP TO 8" PVC STA. 122+99.20, 53.82' RT
INSTALL 8"x8" TEE STA. 122+99.20, 53.82' LT
INSTALL 8" 45° BEND STA. 121+08.55, 54.84' LT
INSTALL 8" 45° BEND STA. 121+11.36, 52.09' LT
MATCHLINE STA. 121+00.00
MATCHLINE STA. 124+00.00
121+00
122+00
123+00
124
S. CONST. CR 466A
EXIST. R/W LINE
CONNECT PROP. SINGLE WATER METER TO PROP. 12" PVC WATER MAIN W/ 12"x2" SERVICE SADDLE AND CORP. STOP
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
INSTALL FIRE HYDRANT ASSEMBLY STA. 123+29.46, 48.30' RT
PROP. R/W LINE
INSTALL 1" WATER METER STA. 121+20.29, 56.26' RT
INSTALL (2) 2"x1" REDUCERS
EXIST. PERP. ESMT. LINE
EXIST. 2" SERVICE TO REMAIN
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
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3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) ROBB DIGUS PUBLIC WORKS DIRECTION PHONE: (352) 360 6795 RDIGUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. RT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
REVISIONS
DATE
DESCRIPTION
DATE
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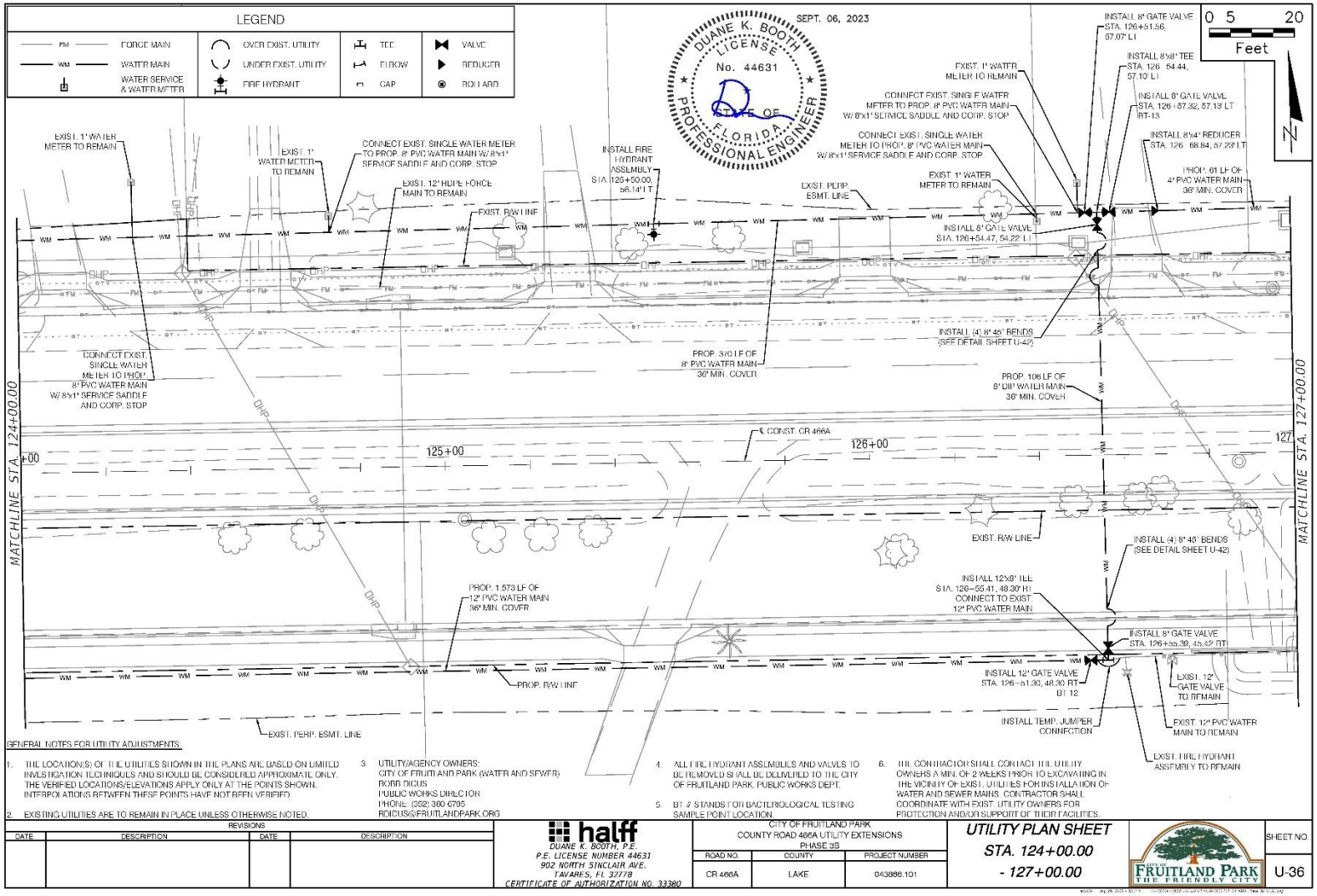
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 121+00.00
- 124+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-35


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
0 5 20
Feet
N
MATCHLINE STA. 124+00.00
MATCHLINE STA. 127+00.00
125+00
126+00
127+00
EXIST. 1" WATER METER TO REMAIN
CONNECT EXIST. SINGLE WATER METER TO PROP. 8" PVC WATER MAIN W/ 8"x1" SERVICE SADDLE AND CORP. STOP
EXIST. 12" HDPE FORCE MAIN TO REMAIN
EXIST. R/W LINE
INSTALL FIRE HYDRANT ASSEMBLY STA. 125+50.00, 56.14' LT
EXIST. PERP. ESMT. LINE
INSTALL 8" GATE VALVE STA. 126+51.56, 57.07' LT
INSTALL 8"x8" TEE STA. 126+54.44, 57.10' LT
INSTALL 8" GATE VALVE STA. 126+57.32, 57.13' LT
INSTALL 8"x4" REDUCER STA. 126+68.84, 57.23' LT
PROP. 61 LF OF 4" PVC WATER MAIN 36" MIN. COVER
INSTALL 8" GATE VALVE STA. 126+54.47, 54.22' LT
INSTALL (4) 8" 45° BENDS (SEE DETAIL SHEET U-42)
PROP. 370 LF OF 8" PVC WATER MAIN 36" MIN. COVER
PROP. 106 LF OF 8" DIP WATER MAIN 36" MIN. COVER
℄ CONST. CR 466A
PROP. 1,573 LF OF 12" PVC WATER MAIN 36" MIN. COVER
PROP. R/W LINE
INSTALL 12"x8" TEE STA. 126+55.41, 48.30' RT CONNECT TO EXIST. 12" PVC WATER MAIN
INSTALL 8" GATE VALVE STA. 126+55.29, 45.42' RT
INSTALL 12" GATE VALVE STA. 126+51.30, 48.30' RT BT 12
EXIST. 12" GATE VALVE TO REMAIN
INSTALL TEMP. JUMPER CONNECTION
EXIST. 12" PVC WATER MAIN TO REMAIN
EXIST. FIRE HYDRANT ASSEMBLY TO REMAIN
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) ROBB DIOUS PUBLIC WORKS DIRECTOR PHONE: (352) 360 6795 RDIOUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT # STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
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REVISIONS
DATE
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DATE
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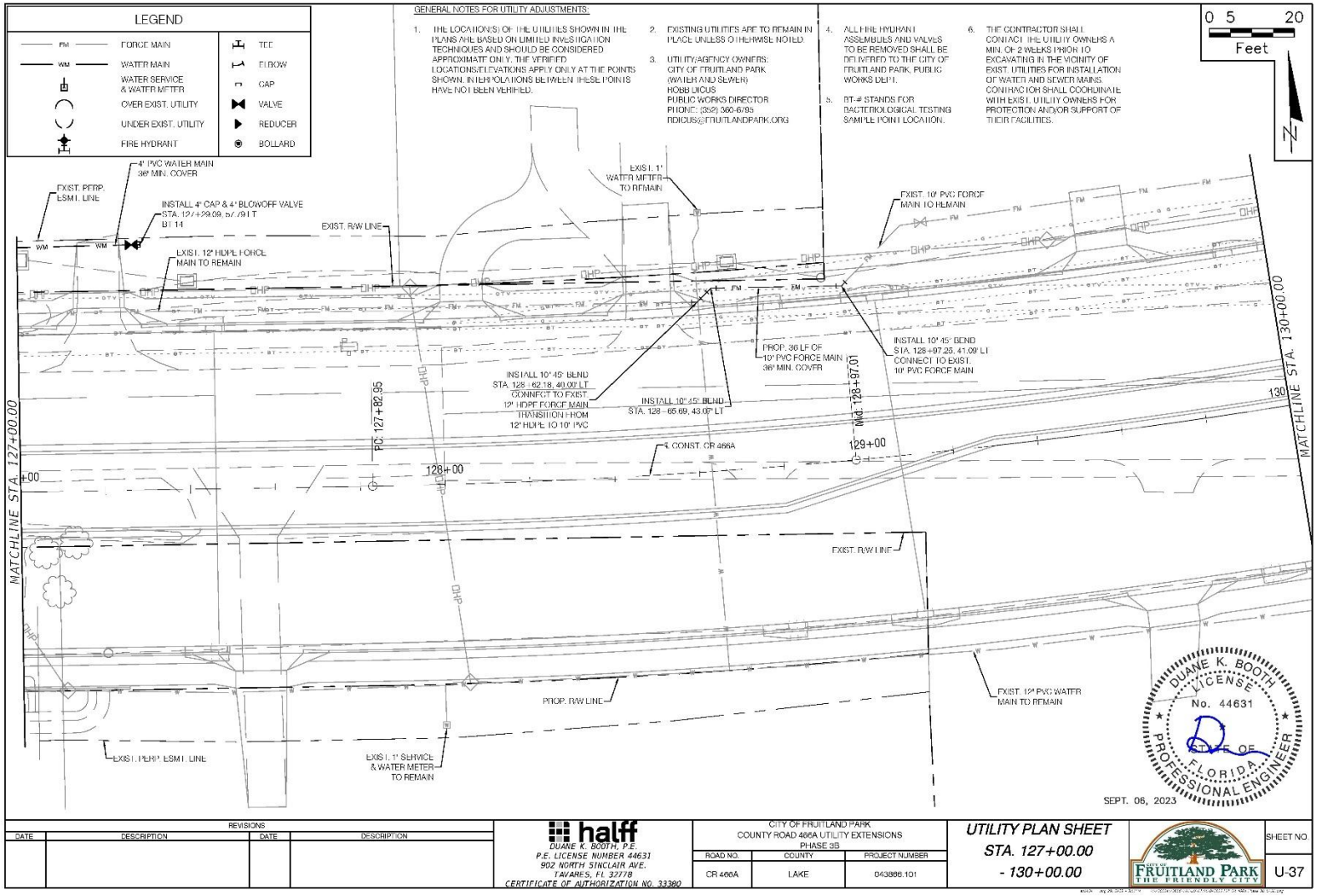
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 124+00.00
- 127+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-36


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
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0 5 20
Feet
N
4" PVC WATER MAIN 36" MIN. COVER
EXIST. PERP. LSMT. LINE
INSTALL 4" CAP & 4" BLOWOFF VALVE STA. 127+29.09, 57.79 LT BT 14
EXIST. R/W LINE
EXIST. 12" HDPE FORCE MAIN TO REMAIN
EXIST. 1" WATER METER TO REMAIN
EXIST. 10" PVC FORCE MAIN TO REMAIN
PROP. 36 LF OF 10" PVC FORCE MAIN 36" MIN. COVER
INSTALL 10"-45° BEND STA. 128+97.26, 41.09' LT CONNECT TO EXIST. 10" PVC FORCE MAIN
INSTALL 10"-45° BEND STA. 128+62.18, 40.00' LT CONNECT TO EXIST. 12" HDPE FORCE MAIN TRANSITION FROM 12" HDPE TO 10" PVC
INSTALL 10"-45° BEND STA. 128+65.69, 43.09' LT
PC: 127+82.95
℄ CONST. CR 466A
Mid: 128+97.01
MATCHLINE STA. 127+00.00
MATCHLINE STA. 130+00.00
127+00
128+00
129+00
130
EXIST. R/W LINE
PROP. R/W LINE
EXIST. 12" PVC WATER MAIN TO REMAIN
EXIST. PERP. LSMT. LINE
EXIST. 1" SERVICE & WATER METER TO REMAIN
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
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DATE
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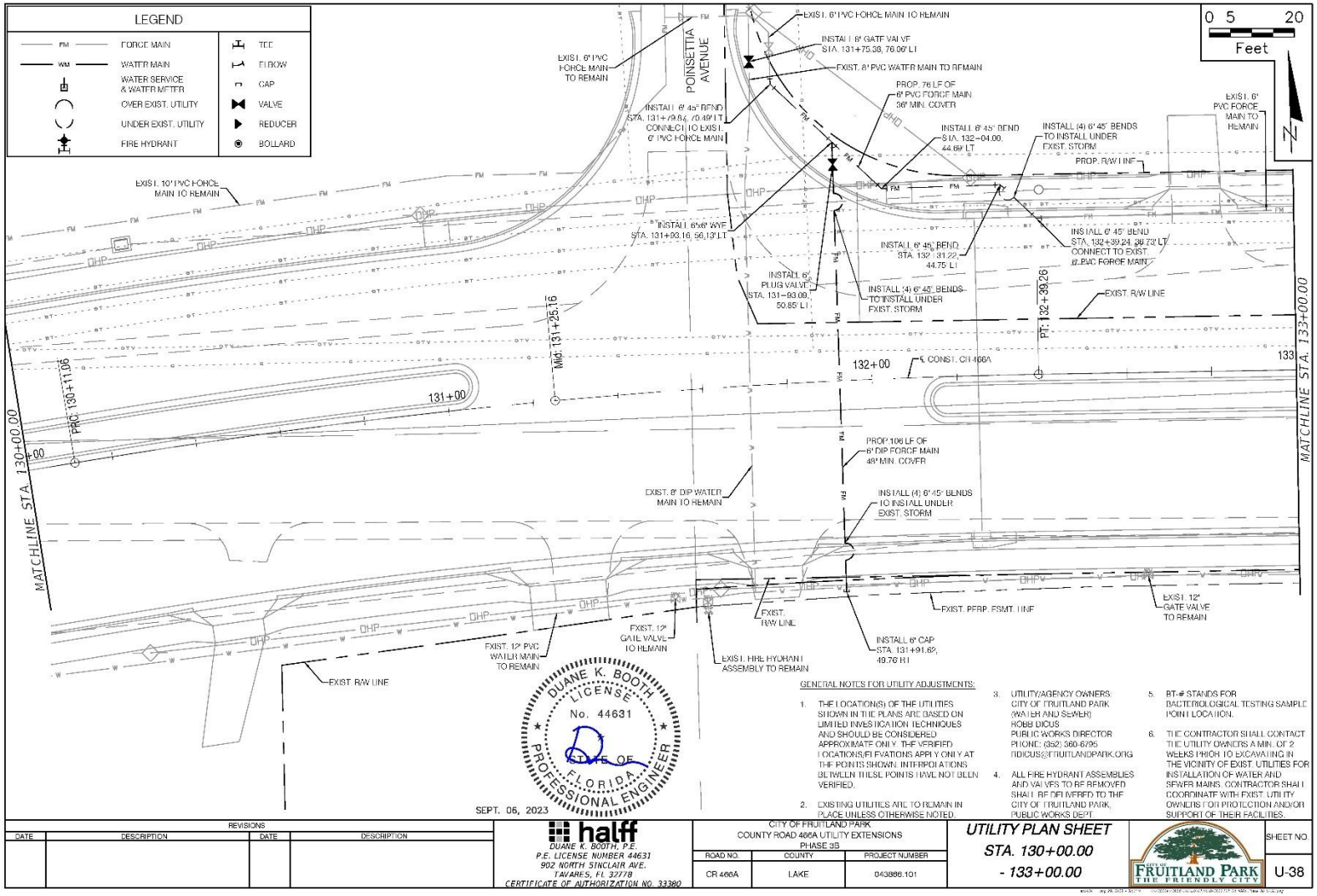
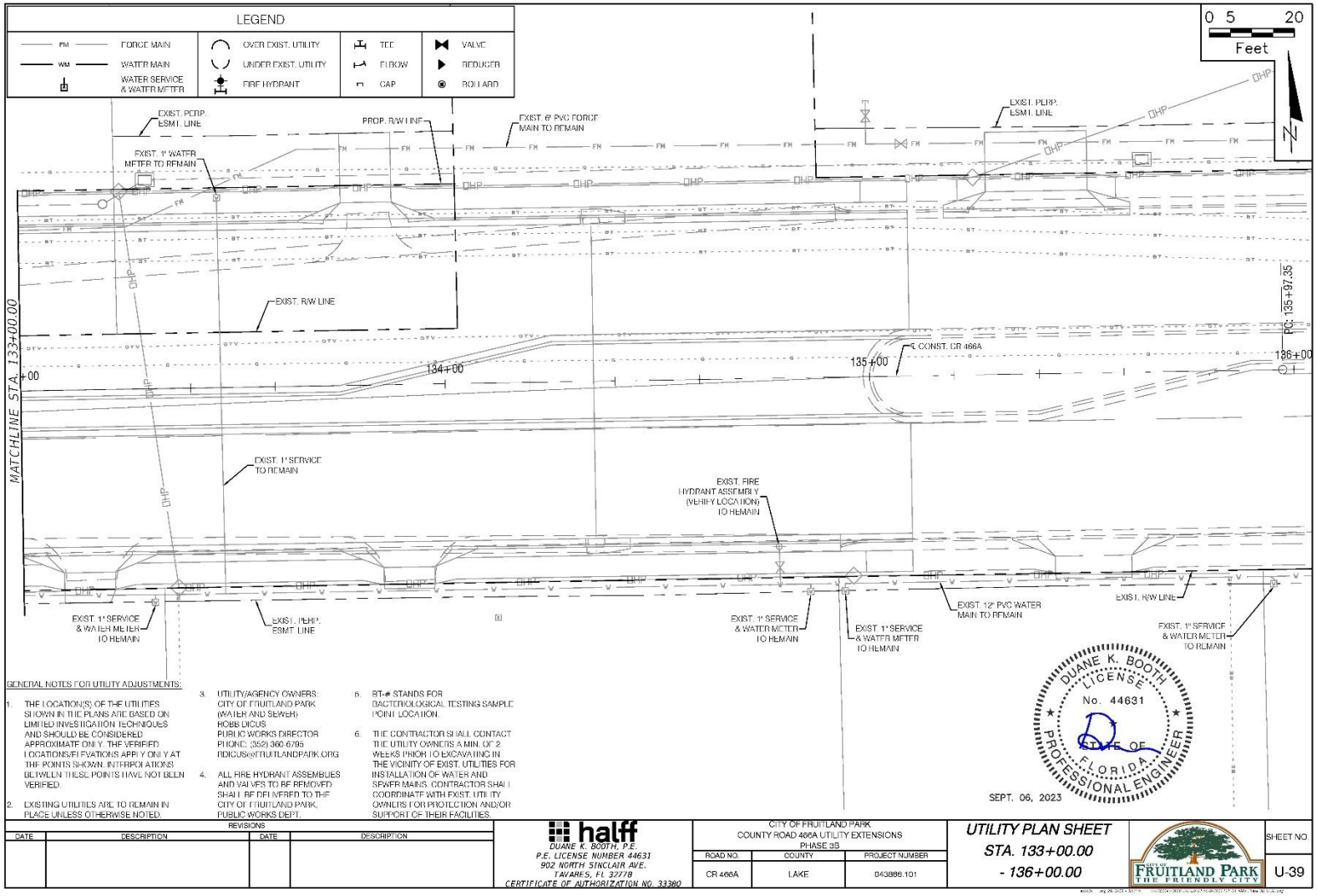
DATE
DESCRIPTION
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO.
COUNTY
PROJECT NUMBER
CR 466A
LAKE
043886.101
UTILITY PLAN SHEET
STA. 127+00.00
- 130+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-37


LEGEND
FORCE MAIN
WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
0 5 20
Feet
N
POINSETTIA AVENUE
EXIST. 6" PVC FORCE MAIN TO REMAIN
INSTALL 6" GATE VALVE STA. 131+75.38, 76.06' LT
EXIST. 8" PVC WATER MAIN TO REMAIN
PROP. 76 LF OF 6" PVC FORCE MAIN 36" MIN. COVER
INSTALL 6" 45° BEND STA. 131+79.84, 70.49' LT CONNECT TO EXIST. 6" PVC FORCE MAIN
INSTALL 8" 45° BEND STA. 132+04.00, 44.69' LT
INSTALL (4) 6" 45° BENDS TO INSTALL UNDER EXIST. STORM
PROP. R/W LINE
EXIST. 10" PVC FORCE MAIN TO REMAIN
INSTALL 6"x6" WYE STA. 131+93.16, 56.13' LT
INSTALL 6" 45° BEND STA. 132+39.24, 39.73' LT CONNECT TO EXIST. 6" PVC FORCE MAIN
INSTALL 6" 45° BEND STA. 132+31.22, 44.75' LT
INSTALL 6" PLUG VALVE STA. 131+93.09, 50.85' LT
INSTALL (4) 6" 45° BENDS TO INSTALL UNDER EXIST. STORM
EXIST. R/W LINE
PT: 132+39.26
Mid: 131+25.16
PRC: 130+11.06
131+00
132+00
℄ CONST. CR 466A
133
MATCHLINE STA. 130+00.00
MATCHLINE STA. 133+00.00
PROP. 106 LF OF 6" DIP FORCE MAIN 48" MIN. COVER
EXIST. 8" DIP WATER MAIN TO REMAIN
INSTALL (4) 6" 45° BENDS TO INSTALL UNDER EXIST. STORM
EXIST. R/W LINE
EXIST. 12" PVC WATER MAIN TO REMAIN
EXIST. 12" GATE VALVE TO REMAIN
EXIST. FIRE HYDRANT ASSEMBLY TO REMAIN
EXIST. R/W LINE
INSTALL 6" CAP STA. 131+91.62, 49.76' RT
EXIST. PERP. ESMT. LINE
EXIST. 12" GATE VALVE TO REMAIN
DUANE K. BOOTH LICENSE No. 44631 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEPT. 06, 2023
GENERAL NOTES FOR UTILITY ADJUSTMENTS:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
3. UTILITY/AGENCY OWNERS: CITY OF FRUITLAND PARK (WATER AND SEWER) HOBBI DICUS PUBLIC WORKS DIRECTOR PHONE: (352) 360-6795 HDICUS@FRUITLANDPARK.ORG
4. ALL FIRE HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED SHALL BE OFFERED TO THE CITY OF FRUITLAND PARK, PUBLIC WORKS DEPT.
5. BT-# STANDS FOR BACTERIOLOGICAL TESTING SAMPLE POINT LOCATION.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS A MIN. OF 2 WEEKS PRIOR TO EXCAVATING IN THE VICINITY OF EXIST. UTILITIES FOR INSTALLATION OF WATER AND SEWER MAINS. CONTRACTOR SHALL COORDINATE WITH EXIST. UTILITY OWNERS FOR PROTECTION AND/OR SUPPORT OF THEIR FACILITIES.
REVISIONS
DATE | DESCRIPTION | DATE | DESCRIPTION
halff
DUANE K. BOOTH, P.E.
P.E. LICENSE NUMBER 44631
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CERTIFICATE OF AUTHORIZATION NO. 33380
CITY OF FRUITLAND PARK
COUNTY ROAD 466A UTILITY EXTENSIONS
PHASE 3B
ROAD NO. | COUNTY | PROJECT NUMBER
CR 466A | LAKE | 043886.101
UTILITY PLAN SHEET
STA. 130+00.00
- 133+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-38


LEGEND
FM FORCE MAIN
WM WATER MAIN
WATER SERVICE & WATER METER
OVER EXIST. UTILITY
UNDER EXIST. UTILITY
FIRE HYDRANT
TEE
ELBOW
CAP
VALVE
REDUCER
BOLLARD
0 5 20
Feet
N
EXIST. PERP. ESMT. LINE
PROP. R/W LINE
EXIST. 6" PVC FORCE MAIN TO REMAIN
EXIST. 1" WATER METER TO REMAIN
EXIST. R/W LINE
MATCHLINE STA. 133+00.00
134+00
135+00
136+00
PC: 135+97.35
℄ CONST. CR 466A
EXIST. 1" SERVICE TO REMAIN
EXIST. FIRE HYDRANT ASSEMBLY (VERIFY LOCATION) TO REMAIN
EXIST. 1" SERVICE & WATER METER TO REMAIN
EXIST. PERP. ESMT. LINE
EXIST. 1" SERVICE & WATER METER TO REMAIN
EXIST. 1" SERVICE & WATER METER TO REMAIN
EXIST. 12" PVC WATER MAIN TO REMAIN
EXIST. R/W LINE
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UTILITY PLAN SHEET
STA. 133+00.00
- 136+00.00
CITY OF FRUITLAND PARK THE FRIENDLY CITY
SHEET NO.
U-39

Exhibit C

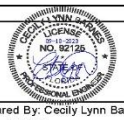
Construction Cost Estimate

C.R. 466A Phase 3B Utility Adjustment
Engineers Cost Estimate

	Description	Qty	Unit	Price	Amount
	DEMO WATER DISTRIBUTION				
1	Remove 1" Poly	735	LF	$ 30.00	$ 22,050.00
2	Remove 1" Ball Valve Box	1	EA	$ 150.00	$ 150.00
3	Remove 4" Fused PVC Sleeve	45	LF	$ 40.00	$ 1,800.00
4	Remove Fire Hydrant Assembly	4	EA	$ 1,000.00	$ 4,000.00
5	Remove 6" Gate Valve	2	EA	$ 500.00	$ 1,000.00
6	Remove 2" PVC Watermain	900	LF	$ 30.00	$ 27,000.00
7	Remove 6" PVC Watermain and Fittings	555	LF	$ 40.00	$ 22,200.00
8	Remove 8" PVC Watermain and Fittings	1725	LF	$ 40.00	$ 69,000.00
9	Remove 1" Water Service w/ Meter and Box	21	EA	$ 425.00	$ 8,925.00
10	Remove 1" Water Service w/ 1" Meter and 1-1/4" BFP	4	EA	$ 425.00	$ 1,700.00
11	Remove 1" Water Service (Exist. Meter to Remain)	4	EA	$ 425.00	$ 1,700.00
12	Remove 1" Water Service (No Exist. Meter)	2	EA	$ 425.00	$ 850.00
13	Remove 2" Water Service w/ 1" Meter and Box	1	EA	$ 610.00	$ 610.00
14	Cap Gate Valve and Abandon in Place	1	EA	$ 500.00	$ 500.00
15	Abandon 8" Gate Valve in Place (Ensure Open)	1	EA	$ 900.00	$ 900.00
16	Remove Bollard	8	EA	$ 100.00	$ 800.00
17	Remove 3" PE Watermain	53	LF	$ 40.00	$ 2,120.00
18	Remove 12" x 8" RED	1	EA	$ 100.00	$ 100.00
	SUB-TOTAL				**$ 165,405.00**
	DEMO SANITARY SEWER				
1	Remove 4" PVC Force Main and Fittings	25	LF	$ 40.00	$ 1,000.00
2	Remove 6" PVC Force Main and Fittings	100	LF	$ 40.00	$ 4,000.00
3	Remove 8" PVC Force Main and Fittings	62	LF	$ 40.00	$ 2,480.00
4	Remove 10" PVC Force Main and Fittings	16	LF	$ 150.00	$ 2,400.00
5	Remove 12" HDPE Force Main and Fittings	20	LF	$ 195.00	$ 3,900.00
	SUB-TOTAL				**$ 13,780.00**
	WATER DISTRIBUTION				
1	2" PVC Watermain	20	LF	$ 25.00	$ 500.00
2	4" PVC Watermain	61	LF	$ 35.00	$ 2,135.00
3	6" PVC Water Main	26	LF	$ 40.00	$ 1,040.00
4	8" PVC Watermain	752	LF	$ 75.00	$ 56,400.00
5	12" PVC Watermain	4254	LF	$ 100.00	$ 425,400.00
6	8" DIP Watermain	453	LF	$ 105.00	$ 47,565.00
7	12" DIP Watermain	139	LF	$ 160.00	$ 22,240.00
8	14" HDPE Directional Drill	70	LF	$ 150.00	$ 10,500.00
9	1" PE Pipe	74	LF	$ 20.00	$ 1,480.00
10	2" PE Pipe	23	LF	$ 25.00	$ 575.00
11	6" Gate Valve	1	EA	$ 2,950.00	$ 2,950.00
12	8" Gate Valve	16	EA	$ 3,400.00	$ 54,400.00
13	12" Gate Valve	9	EA	$ 5,100.00	$ 45,900.00
14	Fire Hydrant Assembly	15	EA	$ 7,200.00	$ 108,000.00
15	8" x 8" Cross	1	EA	$ 2,997.50	$ 2,997.50
16	8" x 8" Tee	3	EA	$ 2,250.00	$ 6,750.00
17	12" x 6" Tee	1	EA	$ 2,250.00	$ 2,250.00
18	12" x 8" Tee	3	EA	$ 2,500.00	$ 7,500.00
19	8" 11.25° Bend	2	EA	$ 1,575.00	$ 3,150.00
20	12" 11.25° Bend	2	EA	$ 2,000.00	$ 4,000.00
21	12" 22.5° Bend	4	EA	$ 2,575.00	$ 10,300.00
22	2" 45° Bend	2	EA	$ 500.00	$ 1,000.00
23	6" 45° Bend	2	EA	$ 1,050.00	$ 2,100.00
24	8" 45° Bend	22	EA	$ 1,500.00	$ 33,000.00
25	12" 45° Bend	34	EA	$ 2,000.00	$ 68,000.00
26	2" x 1" RED	2	EA	$ 100.00	$ 200.00

27	8" x 2" RED	2	EA	$ 350.00	$ 700.00
28	8" x 4" RED	1	EA	$ 375.00	$ 375.00
29	4" CAP	1	EA	$ 200.00	$ 200.00
30	8" CAP	4	EA	$ 350.00	$ 1,400.00
31	4" Restraint	1	EA	$ 200.00	$ 200.00
32	6" Restraint	1	EA	$ 250.00	$ 250.00
33	8" Restraint	1	EA	$ 350.00	$ 350.00
34	12" Restraint	1	EA	$ 425.00	$ 425.00
35	14" HDPE to 12" PVC Transition	2	EA	$ 600.00	$ 1,200.00
36	Temporary Jumper Assembly	1	LS	$ 1,500.00	$ 1,500.00
37	8" x 1" Service Saddle w/ 1" Corp Stop	4	EA	$ 3,000.00	$ 12,000.00
38	12" x 1" Service Saddle w/ 1" Corp Stop	7	EA	$ 4,575.00	$ 32,025.00
39	12" x 2" Service Saddle w/ 2" Corp Stop	5	EA	$ 5,000.00	$ 25,000.00
40	1" Commercial Water Meter w/ Meter Box and BFP and Connect to Proposed Service	12	EA	$ 1,250.00	$ 15,000.00
41	Residential Single Services w/ Meter and Meter Box	4	EA	$ 750.00	$ 3,000.00
42	Residential Double Services w/ Meter and Meter Box	4	EA	$ 60.00	$ 240.00
43	1" Meter and Box	1	EA	$ 50.00	$ 50.00
44	Connect 1" Poly to Existing 1" Service at Lift Station	1	EA	$ 750.00	$ 750.00
45	Connect to Existing 2" Watermain	2	EA	$ 1,500.00	$ 3,000.00
46	Connect to Existing 6" PVC Water Main	1	EA	$ 3,500.00	$ 3,500.00
47	Connect to Existing 12" PVC Water Main	1	EA	$ 7,500.00	$ 7,500.00
48	1" Service Connection to Existing Meter	4	EA	$ 750.00	$ 3,000.00
49	Remove 12" CAP and Connect to 12" Watermain	1	EA	$ 3,500.00	$ 3,500.00
50	Bollard	8	EA	$ 600.00	$ 4,800.00
51	4" Blow Off Gate Valve	1	EA	$ 3,995.00	$ 3,995.00
	SUB-TOTAL				**$ 1,044,292.50**
	SANITARY SEWER				
1	4" DIP Force Main	137	LF	$ 80.00	$ 10,960.00
2	6" DIP Force Main	106	LF	$ 80.00	$ 8,480.00
3	8" DIP Force Main	160	LF	$ 105.00	$ 16,800.00
4	6" HDPE to 4" DIP Transition	1	EA	$ 750.00	$ 750.00
5	12" HDPE to 10" PVC Transition	1	EA	$ 2,000.00	$ 2,000.00
6	4" Plug Valve	1	EA	$ 1,900.00	$ 1,900.00
7	6" Plug Valve	1	EA	$ 2,900.00	$ 2,900.00
8	8" Plug Valve	1	EA	$ 3,200.00	$ 3,200.00
9	4" CAP	2	EA	$ 1,000.00	$ 2,000.00
10	6" CAP	1	EA	$ 1,550.00	$ 1,550.00
11	8" CAP	1	EA	$ 2,150.00	$ 2,150.00
12	Connect to 6" Force Main (PVC)	2	EA	$ 1,500.00	$ 3,000.00
13	Connect to Existing 8" PVC Force Main	1	EA	$ 6,500.00	$ 6,500.00
14	Connect to Existing 10" PVC Force Main	3	EA	$ 8,500.00	$ 25,500.00
15	Connect to Existing 6" HDPE Force Main	1	EA	$ 2,500.00	$ 2,500.00
16	Connect to Existing 12" HDPE Force Main	1	EA	$ 4,500.00	$ 4,500.00
17	4" 45° Bend	4	EA	$ 625.00	$ 2,500.00
18	6" 45° Bend	16	EA	$ 1,125.00	$ 18,000.00
19	8" 45° Bend	6	EA	$ 1,625.00	$ 9,750.00
20	10" 45° Bend	3	EA	$ 2,625.00	$ 7,875.00
21	10" x 4" TEE	1	EA	$ 2,125.00	$ 2,125.00
22	10" x 8" TEE	1	EA	$ 3,497.50	$ 3,497.50
23	6" x 6" WYE	1	EA	$ 1,475.00	$ 1,475.00
24	6" PVC Force Main	76	LF	$ 40.00	$ 3,040.00
25	10" PVC Force Main	40	LF	$ 90.00	$ 3,600.00
	SUB-TOTAL				**$ 146,552.50**

	MISCELLANEOUS				
1	Pressure Test Watermain	1	LS	$ 3,500.00	$ 3,500.00
2	Chlorinate and Bactee Test Watermain	1	LS	$ 1,500.00	$ 1,500.00
3	Survey Layout Water and Sewer	1	LS	$ 6,000.00	$ 6,000.00
4	Pressure Test Force Main	1	LS	$ 1,500.00	$ 1,500.00
5	Survey As-built Water and Sewer (Meters, Valves, Crosses, Wye's, Hydrants, Tee's, Bends and Pipe at 200' Intervals)	1	LS	$ 5,000.00	$ 5,000.00
	SUB-TOTAL				**$ 17,500.00**
	15% CONTINGENCY				**$ 208,129.50**
	TOTAL				**$ 1,595,659.50**
	PAYMENT AND PERFORMANCE BOND 110%	1	LS		**$ 47,869.79**
	MAINTENANCE BOND 10%	1	LS		**$ 23,934.89**
	GRAND TOTAL				**$ 1,667,464.18**



Prepared By: Cecily Lynn Barnes, PE, #92125
Date: 9/18/23

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number:

ITEM TITLE: **Resolution 2026-043 Approving the First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement between Lady Lake and the City of Fruitland Park**

MEETING DATE: August 27, 2028

DATE SUBMITTED: August 20, 2026

SUBMITTED BY: city manager/city attorney

BRIEF NARRATIVE: **Resolution 2026-043** approves the First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement between Lady Lake and the City of Fruitland Park (the "First Amendment"). The Town of Lady Lake's governing body approved the First Amendment in July 2026. An executed copy is attached.

The Amended and Restated Agreement was entered into between the parties effective October 13, 2016. The Amended and Restated Agreement has a 10 year term and is set to expire October 12, 2026. It grants the City of Fruitland Park wastewater treatment capacity up to 500,000 gpd. The Town of Lady Lake is only willing to grant an extension of the Amended and Restated Agreement to September 1, 2030 with a reduction in capacity to an amount not exceeding 150,000 gpd, and adjusted rates. Negotiations for additional treatment capacity and continued treatment by Lady Lake were unsuccessful. As a result, the City of Fruitland Park is in the process of designing its own wastewater treatment plant. Time is needed to complete design, construction, and for the plant to become operational. Time is also needed to disconnect from the Town of Lady Lake's WWTP. An extension to September 1, 2030 will allow sufficient time and capacity of up to 150,000 gpd will allow additional connections within the City of Fruitland Park to the wastewater system.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2026-043, First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement between Lady Lake and the City of Fruitland Park

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-043**

RESOLUTION 2026-043

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO AMENDED AND RESTATED WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT BETWEEN THE TOWN OF LADY LAKE, AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park and Lady Lake are parties to an Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement dated October 13, 2016 providing wastewater treatment capacity of up to 500,000 gpd (the "Agreement"); and

WHEREAS, the Agreement is set to expire October 12, 2026 and Lady Lake is only willing to extend the Agreement to September 1, 2030 with a reduced capacity of 150,000 gpd, and adjusted fees; and

WHEREAS, the City Commission finds that extending the Agreement is necessary to allow sufficient time to construct its own wastewater treatment plant and disconnect from Lady Lake's WWTP; and

WHEREAS, the City Commission desires to enter into the First Amendment to Amended the Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement between the parties.

NOW, THEREFORE, **BE IT RESOLVED** by the Commissioners of the City of Fruitland Park, Lake County, Florida, as follows:

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

Section 2. The First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement between Lady Lake and the City of Fruitland Park, a copy of which is attached hereto, is approved.

Section 3. The Commission authorizes the Mayor to execute the First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED and RESOLVED this 27th day of August 2026, by the City Commission of the City of Fruitland Park, Florida.

_____
Chris Cheshire, Mayor

Attest:

_____
Gwendolen Johns, City Clerk

Mayor Cheshire	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Vice Mayor DeGrave	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Williams	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Goldberg	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)
Commissioner Raysin	___ (Yes),	___ (No), ___ (Abstained),	___ (Absent)

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

FIRST AMENDMENT TO AMENDED AND RESTATED WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT

THIS AGREEMENT is made this 20th day of July, 2026. Between the TOWN OF LADY LAKE, a political subdivision in the state of Florida (hereinafter "Town"), and THE CITY OF FRUITLAND PARK.

Terms and Conditions

In consideration of the continued commitment of the Town to receive and treat the wastewater of the City of Fruitland Park, and of the commitment of the City of Fruitland Park to pay for the treatment of wastewater by the Town, the receipt and sufficiency of such commitments being hereby acknowledged, and Fruitland Park's commitment to build its own Wastewater Treatment Plant, the parties agree to the following terms and conditions of the First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement ("First Amendment") which amends the Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement ("Agreement").

1. **Effective Date**. This First Amendment shall be effective upon execution by both parties. Upon execution by both parties, this First Amendment shall be recorded in the Official Records of Lake County, Florida.
2. **Amendment**. The Agreement is amended and shall be from the Effective Date to September 1, 2030, unless earlier terminated or extended by mutual written agreement. The Town agrees to reserve for the use of the City of Fruitland Park, wastewater treatment capacity of up to 150,000 gallons per day (GPD), flow rates and charges to be reviewed and adjusted annually during the term of the agreement. GPD shall be measured on a ninety-day average of daily flows. Furthermore, the Agreement is also amended to require Fruitland Park meet the Benchmarks on the attached Time Frame Benchmarks for Fruitland Park's Wastewater Treatment Plant on the last page of this First Amendment.
3. **Fees**. Exhibit "A" to the Agreement which sets forth the fees is hereby deleted and replaced in its entirety with Exhibit "A" attached hereto.
4. **Amendment Controls**. All terms of the Agreement remain in full force and effect except to the extent modified by this First Amendment. Should any term of this First Amendment conflict with a term of the Agreement, the term of this First Amendment shall supersede and control over any conflicting provision.
5. **Severability**. If any part of this First Amendment is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this First Amendment, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this First Amendment is declared to be severable.

THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties, and has been entered into voluntarily and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

Time Frame Benchmarks for Fruitland Park's Wastewater Treatment Plant

I. Planning & Feasibility – Completed by April 1, 2026 (approx. 6 months).

May include, but not limited to, needs assessment (population and development projections), evaluation of existing infrastructure, site selection, feasibility study, technical, economic, and environmental analyses, preliminary engineering report, funding strategy, general design, and public meetings.

II. Design & Permitting – Completed by March 1, 2027 (approx. 11 months).

May include, but not limited to, detailed engineering design process flow diagrams (PFD), civil, mechanical, electrical, and instrumentation design, environmental review, Florida Environmental Resource Permit (ERP), FDEP permits, wastewater facility permit, NPDES permit (for discharging to surface waters), and other permits, submit plans to FDEP and local authorities, address comments and resubmit.

III. Bidding & Procurement – Completed by July 1, 2027 (approx. 3 months).

May include, but not limited to, preparation of bid documents, construction drawings, specifications, instructions to bidders, bidding process, advertisement for bids, bid evaluation & award, procurement of equipment, long-lead items ordered early (e.g., blowers, membranes).

IV. Construction – Competed by July 1, 2030 (approx. 36 months).

May include, but not limited to, site preparation, clearing, grading, erosion control, excavation, construction and installation of concrete basins, foundations, mechanical & electrical installation, pumps, blowers, piping, motors, panels, regular inspections, safety audits, regulatory inspections and oversight.

V. Startup, Testing, & Operation – Completed by September 1, 2030 (2 months).

May include, but not limited to, hiring of operational personnel, equipment testing, adjusting treatment parameters, seeding with sludge, performance testing, demonstrate compliance with permit effluent limits, final inspection & approvals, issuance of certificate of completion, start up, and operate.

Fruitland Park Wastewater Interconnection Service Fees

Flow Rate(gpd)[1]	Operational Costs	Usage Charge **	Base Facilites	Base Res Fee	Total Monthly Fee**
100,000	$13,158.94	$14,760.00	$7,504.00	$3,752.00	**$39,174.94**
110,000	$14,474.84	$16,236.00	$8,254.40	$4,127.20	**$43,092.44**
120,000	$15,790.73	$17,712.00	$9,004.80	$4,502.40	**$47,009.93**
130,000	$17,106.63	$19,188.00	$9,755.20	$4,877.60	**$50,927.43**
140,000	$18,422.52	$20,664.00	$10,505.60	$5,252.80	**$54,844.92**
150,000	$19,738.42	$22,140.00	$11,256.00	$5,628.00	**$58,762.42**

Breakdown of individual charges:

Operational Costs* (Adjusted Annually) ***Based on proportional share of permitted plant capacity utilized.***

Flow Rate (gpd)	Permitted Plant Capacity (gpd)	% Needed of Permitted Capacity	**Operating & Staffing Costs (FY2026)**	Monthly Fee
100,000	1200000	8%	$1,894,888	$13,158.94
110,000	1200000	9%	$1,894,888	$14,474.84
120,000	1200000	10%	$1,894,888	$15,790.73
130,000	1200000	11%	$1,894,888	$17,106.63
140,000	1200000	12%	$1,894,888	$18,422.52
150,000	1200000	13%	$1,894,888	$19,738.42

Usage Charge** (Adjusted Annually)

Flow Rate (gpd)	ERU's(per 250 gpd)	Fee per 1000 gals	Fee Daily Flow	Monthly Fee (30 Days Avg. Bill)
100,000	400	$4.92	$492.00	$14,760.00
110,000	440	$4.92	$541.20	$16,236.00
120,000	480	$4.92	$590.40	$17,712.00
130,000	520	$4.92	$639.60	$19,188.00
140,000	560	$4.92	$688.80	$20,664.00
150,000	600	$4.92	$738.00	$22,140.00

Base Facilities Fee* (Adjusted Annually)

Flow Rate (gpd)	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	$18.76	$7,504.00
110,000	440	$18.76	$8,254.40
120,000	480	$18.76	$9,004.80
130,000	520	$18.76	$9,755.20
140,000	560	$18.76	$10,505.60
150,000	600	$18.76	$11,256.00

Base Facilities Res * (Adjusted Annually)

Flow Rate (gpd)	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	$9.38	$3,752.00
110,000	440	$9.38	$4,127.20
120,000	480	$9.38	$4,502.40
130,000	520	$9.38	$4,877.60
140,000	560	$9.38	$5,252.80
150,000	600	$9.38	$5,628.00

[1] - Tiered Rate, charges up to flow rate shown, adjusted charges to next tier when flow rate is exceeded by 30 day average daily flow

* - Based on curent fiscal year FY 2026 approved rates - In Town Rates - Not Outside Town Rates - No Billing Fee Added

** - Estimated at maximum tiered rates, actually metered usage will be billed monthly

ATTEST:

Carol Osborne
Print Name: Carol Osborne

TOWN OF LADY LAKE

By: _____
Ed Freeman, Mayor

ATTEST:

_____
Print Name: _____

CITY OF FRUITLAND PARK, FLORIDA

By: _____
Chris Cheshire, Mayor

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by physical presence this 20th day of July, 2026, by Ed Freeman the Mayor of the Town of Lady Lake who is personally known to me.

Kathleen Rosado
NOTARY PUBLIC – STATE OF FLORIDA
(Signature of Notary Public)

Kathleen Rosado
(Print name of Notary Public)
My Commission Expires: 10/09/2028
HH 538549
Serial/Commission Number

KATHLEEN ROSADO
Notary Public - State of Florida
Commission # HH 538549
My Comm. Expires Oct 9, 2028
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by physical presence this ___ day of _____, 2026, by Chris Cheshire the Mayor of the City of Fruitland Park who is personally known to me.

_____
NOTARY PUBLIC – STATE OF FLORIDA
(Signature of Notary Public)

_____
(Print name of Notary Public)
My Commission Expires: _____

_____
Serial/Commission Number

AMENDED AND RESTATED TO WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT

THIS AGREEMENT is made this 13th day of October, 2016. Between the TOWN OF LADY LAKE, a political subdivision in the state of Florida (hereinafter "Town"), and THE CITY OF FRUITLAND PARK, a Florida municipal corporation (hereinafter "City").

Terms and Conditions

In consideration of the commitment of the Town to receive and treat the wastewater of the City, and of the commitment of the City to pay for the treatment of wastewater by the Town, the receipt and sufficiency of such commitments being hereby acknowledged, the parties agree to the following terms and conditions.

1. **Effective Date**. This Agreement shall be effective upon execution by both parties (the "Effective Date"). Upon execution by both parties, this Agreement shall be recorded in the Official Records of Lake County, Florida.

2. **Term**. The term of this Agreement shall be ten (10) years from the Effective Date unless earlier terminated or extended by mutual written agreement.

3. **Capacity Reservation and Bulk Treatment**. The Town agrees to reserve for the use of the City, wastewater treatment capacity of up to 500,000 gallons per day (GPD), flow rates and charges to be reviewed and adjusted annually during the term of the agreement. To allow the Town sufficient time for any future plant expansion to accommodate the capacity utilized by the City, the City may not increase its utilization of the reserved capacity in any one year (unless such capacity is available) by more than 100,000 GPD above the average actual utilized capacity for the prior calendar year without Town approval. GPD shall be measured on a ninety day average of daily flows.

4. **Service Rates for Wastewater Treatment**. The service rates for wastewater treated by the Town pursuant to the initial capacity reservation by the City shall be as stipulated in attachment "A" of this Agreement and adjusted annually by the Town to equal the Town's current approved rate structure for customer wastewater billing rates. However, fees shall not begin until the City has connected its wastewater infrastructure to the Town's system and begins sending waste to Town for treatment. The City will not provide bulk service pricing to those customers of the City whose wastewater is treated in the Town's treatment plant pursuant to this Agreement, and will limit wastewater services to those areas within the incorporated boundary or ISBA Boundary of the City.

5. **Wastewater Quality**.
   A. The City shall undertake whatever procedures necessary in the inspection, policing, and regulation of all wastewater introduced into the City wastewater collection systems, to ensure that the quality of raw wastewater transmitted by the City to the Town shall not exceed the following criteria:

(1) BOD	-	350 ppm
TSS	-	350 ppm
Fats, Oil, Grease	-	50 ppm
Hydrogen, Sulfide	-	3.00 ppm

(2) In addition, the wastewater shall not contain material amounts of the following pollutants:

(a) Pollutants which create a fire or explosion hazard.

(b) Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.

(c) Solid or viscous pollutants in amounts which will cause interference with the operation of the treatment facilities.

(d) Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause interference in the treatment facilities.

(e) Heat in amounts which will inhibit biological activity in the treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent (one hundred four (104) degrees Fahrenheit).

(f) Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

(3) Concentrations in excess of the limits and constituents defined below shall not be allowed. Should these limits be exceeded, City shall immediately eliminate the cause of the violation.

Antimony	1.00 ppm	Tin	5.00 ppm
Arsenic	0.25 ppm	Zinc	1.00 ppm
Barium	10.00 ppm	Total Metals	10.00 ppm
Beryllium	0.25 ppm	Fats, Oil and Grease	100.00 ppm
Boron	1.00 ppm	Iodine	10.00 ppm
Cadmium	0.70 ppm	Benzene compounds	5.00 ppm
Total Chromium	1.00 ppm	Carbon tetrachloride	10.00 ppm
Cobalt	0.30 ppm	Chloroethylene comps.	10.00 ppm
Copper	2.00 ppm	Chloroethene compounds	5.00 ppm
Cyanide	0.50 ppm	Chloroethane compounds	10.00 ppm
Lead	0.40 ppm	Chloroform	10.00 ppm
Lithium	0.03 ppm	Pentachlorophenol	10.00 ppm
Manganese	1.50 ppm	Total Phenol	0.50 ppm
Mercury	0.005 ppm	Hydrogen Sulfide	6.00 ppm
Nickel	0.70 ppm	COD	600.00 ppm
Selenium	0.50 ppm	BOD	600.00 ppm
Silver	0.50 ppm	TSS	600.00 ppm

Should City transmit any of the above-listed items other than those addressed in 3 (b) below, City shall pay for any costs or damages the Town incurs because of City's

violation and the Town may immediately terminate this agreement if not eliminated within 30 days of initial date of detection. City's uncured violation as determined by the Town shall be sufficient cause to terminate this agreement.

B. In the event that the City transmits to the Town wastewater which exceeds the limits for 5-day biochemical oxygen demands (BOD), total suspended solids (TSS), Fats, Oils and Grease or Hydrogen Sulfide, then the Town may estimate the total volume of wastewater not meeting the requirements of Paragraph 5A, above, and assess and collect a surcharge from the City as follows:

BOD or TSS (whichever is higher)			
350 – 400 ppm	-	$	0.50/1000 gal
400 – 450 ppm	-	$	1.25/1000 gal
450 – 500 ppm	-	$	3.15/1000 gal
500 – 550 ppm	-	$	7.95/1000 gal
550 – 600 ppm	-	$	20.00/1000 gal
Fats, Oils and Grease	-	$	0.10/1000 gal
Hydrogen Sulfide	-	$	0.20/1000 gal

6. **Wastewater Treatment Standards**. The Town shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements.

7. **Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards**. Before litigating any dispute under this Agreement, the parties' representatives shall personally meet in good faith to resolve their dispute.

8. **Costs and Expenses.**
   A. City shall be responsible for all engineering expenses and infrastructure installation costs associated with the connection to the Town's wastewater collection system, including but not limited to wastewater collection and transmission lines, wastewater sampling station, wastewater master meter, and related improvements to the Town's wastewater collection system. All related improvements must be approved by Town staff prior to implementation.

   B. The City will specify, approve, and pay costs for all associated infrastructure and equipment from Town's connection point at the headworks of the WWTP back to City. Maintenance and repair or replacement costs from Town's connection point and back to City will be responsibility of City. The point of connection for the City sewer line shall be at the Town's WWTP Headworks. The work shall also include running sewer force main along several Town roadways, including: April Hills Boulevard, Shannon Lane and Teal Lane.

C. Except for charges for service and items specified in this agreement, each Party shall be wholly responsible for and shall pay all of any such Party's costs and expenses incurred in complying with the terms of this Agreement.

D. The City shall not charge the Town, and the Town shall not charge the City any connection fees, tapping fees, impact fees or any fee or charge of any kind, except service rates and operational charges as set forth herein for any obligation incurred or service performed pursuant to this Agreement. The Town Commission of the Town expressly waives the imposition of impact fees to the City concerning this Agreement.

9. **Ownership and Maintenance Responsibilities.**
   A. City will be responsible for all costs associated with infrastructure installed as a part of this project, including but not limited to, easement acquisition, engineering services, and all related materials and equipment.

   B. City will be responsible for all maintenance and replacement costs of installed infrastructure and equipment installed on the City side to the Town's WWTP Headworks related to this project.

   C. City will install a wastewater quality sampling station on its isolated discharge inlet into the Town's WWTP Headworks, specified and approved by Town at a location approved by the Town. Town will monitor and report findings of wastewater quality sampling via the City installed sampling station and or other sampling methods.

   D. City will install and maintain a properly sized and Town approved wastewater meter. Such meter will be calibrated by the City annually by a certified calibration professional approved by the Town.

10. **Applicable Law**. The terms and provisions of this Agreement shall be governed by the law of Florida.

11. **Compliance with the Law**. The Town and the City will comply with all applicable laws, rules, regulations and ordinances that shall apply to the conduct of the Parties, treatment of wastewater, manning of facilities, regulatory reports, measurement, testing, qualifications of operating personnel., and all other such laws and regulations which may be applicable to the performance of the Parties pursuant to this Agreement.

12. **Cooperation.** The Parties will each cooperate with the other in providing such documents, analyses, test reports, studies and all things reasonably necessary for harmonious and successful compliance with the terms of this Agreement.

13. **Copies**. This Agreement shall be executed in three (3) copies, each of which shall be an original. One copy shall be provided to the City, one copy shall be provided to the Town, and other copy shall be provided to the Florida Department of Environmental Protection.

14. **Force Majeure**. Throughout the period of time when performance of any provision of this Agreement shall be prevented by occurrences or events wholly outside the control of the Party failing to perform as a result of such occurrence or event ("force majeure"), then such Party shall be excused from performance under the terms of this Agreement, for only that period of time such performance is prevented by force majeure, and during the time which the defaulting Party has made diligent effort to cure such default. With the exception of involuntary bankruptcy, this provision excusing performance during force majeure shall not apply to the payment of rates as specified by this Agreement.

15. **Notices**. All Notices required or authorized under this Agreement shall be given in writing and shall be served by mail or hand-delivery on the Parties at the addresses listed below:

Town:	Town of Lady Lake Town Manager 409 Fennell Blvd Lady Lake, FL 32159
City of Fruitland Park	City of Fruitland Park City Manager 506 West Berckman Street Fruitland Park, FL 34731

16. **Disclaimer of Third-Party Beneficiaries**. This agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a formal Party hereto.

17. **Costs and Attorney's Fees**. In the event that the City or the Town is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing Party shall be entitled to recover from the other Party all costs incurred, including reasonable attorney's fees in such actions, including appeals.

18. **Effect of Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. **Severability**. If any part of this Agreement is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this Agreement, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared to be severable.

20. **Termination Without Cause**. The Town or City may terminate this Agreement without cause by providing 30 months written notice to the non-terminating party.

THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

ATTEST:

Print Name: Kristen Hollyeard

TOWN OF LADY LAKE

By: Ruth Kussard
Ruth Kussard, Mayor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by Ruth Kussard, the Mayor of the Town of Lady Lake.

Nancy V. Slaton
NOTARY PUBLIC – STATE OF FLORIDA
(Signature of Notary Public)

(Print name of Notary Public)
My Commission Expires:

NANCY V. SLATON
MY COMMISSION # FF 236136
EXPIRES: June 8, 2019
Bonded Thru Budget Notary Services

Serial/Commission Number
Personally Know X or Produced Identification _____
Type of Identification Produced: _____

ATTEST:

CITY OF FRUITLAND PARK, FLORIDA

Print Name: Esther Coulson, City Clerk

By: _____
Chris Bell, Mayor

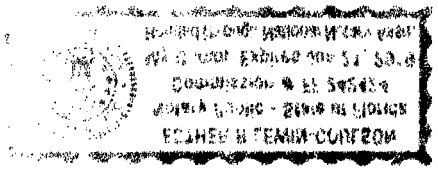
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13th day of October, 2016, by Chris Bell, the Mayor of the City of Fruitland Park.

NOTARY PUBLIC – STATE OF FLORIDA
(Signature of Notary Public)

ESTHER B LEWIN-COULSON
Notary Public - State of Florida
Commission # FF 242424
My Comm. Expires Jun 21, 2019
Bonded through National Notary Assn.

Esther B. Lewin-Coulson
(Print name of Notary Public)
My Commission Expires: June 21, 2019
FF 242424
Serial/Commission Number
Personally Know ✓ or Produced Identification _____
Type of Identification Produced: _____



ATTACHMENT "A"

Fruitland Park Wastewater Interconnection Service Fees

Flow Rate(gpd)[1]	Operational Costs	Usage Charge	Base Facilities	Base Res Fee	Total Monthly Fee**
100,000	$10,573.33	$355.00	$5,400.00	$2,700.00	**$19,028.33**
110,000	$11,630.67	$390.50	$5,940.00	$2,970.00	**$20,931.17**
120,000	$12,688.00	$426.00	$6,480.00	$3,240.00	**$22,834.00**
130,000	$13,745.33	$461.50	$7,020.00	$3,510.00	**$24,736.83**
140,000	$14,802.67	$497.00	$7,560.00	$3,780.00	**$26,639.67**
150,000	$15,860.00	$532.50	$8,100.00	$4,050.00	**$28,542.50**
160,000	$16,917.33	$568.00	$8,640.00	$4,320.00	**$30,445.33**
170,000	$17,974.67	$603.50	$9,180.00	$4,590.00	**$32,348.17**
180,000	$19,032.00	$639.00	$9,720.00	$4,860.00	**$34,251.00**
190,000	$20,089.33	$674.50	$10,260.00	$5,130.00	**$36,153.83**
200,000	$21,146.67	$710.00	$10,800.00	$5,400.00	**$38,056.67**
210,000	$22,204.00	$745.50	$11,340.00	$5,670.00	**$39,959.50**
220,000	$23,261.33	$781.00	$11,880.00	$5,940.00	**$41,862.33**
230,000	$24,318.67	$816.50	$12,420.00	$6,210.00	**$43,765.17**
240,000	$25,376.00	$852.00	$12,960.00	$6,480.00	**$45,668.00**
250,000	$26,433.33	$887.50	$13,500.00	$6,750.00	**$47,570.83**
260,000	$27,490.67	$923.00	$14,040.00	$7,020.00	**$49,473.67**
270,000	$28,548.00	$958.50	$14,580.00	$7,290.00	**$51,376.50**
280,000	$29,605.33	$994.00	$15,120.00	$7,560.00	**$53,279.33**
290,000	$30,662.67	$1,029.50	$15,660.00	$7,830.00	**$55,182.17**
300,000	$31,720.00	$1,065.00	$16,200.00	$8,100.00	**$57,085.00**
310,000	$32,777.33	$1,100.50	$16,740.00	$8,370.00	**$58,987.83**
320,000	$33,834.67	$1,136.00	$17,280.00	$8,640.00	**$60,890.67**
330,000	$34,892.00	$1,171.50	$17,820.00	$8,910.00	**$62,793.50**
340,000	$35,949.33	$1,207.00	$18,360.00	$9,180.00	**$64,696.33**
350,000	$37,006.67	$1,242.50	$18,900.00	$9,450.00	**$66,599.17**
360,000	$38,064.00	$1,278.00	$19,440.00	$9,720.00	**$68,502.00**
370,000	$39,121.33	$1,313.50	$19,980.00	$9,990.00	**$70,404.83**
380,000	$40,178.67	$1,349.00	$20,520.00	$10,260.00	**$72,307.67**
390,000	$41,236.00	$1,384.50	$21,060.00	$10,530.00	**$74,210.50**
400,000	$42,293.33	$1,420.00	$21,600.00	$10,800.00	**$76,113.33**
410,000	$43,350.67	$1,455.50	$22,140.00	$11,070.00	**$78,016.17**
420,000	$44,408.00	$1,491.00	$22,680.00	$11,340.00	**$79,919.00**
430,000	$45,465.33	$1,526.50	$23,220.00	$11,610.00	**$81,821.83**
440,000	$46,522.67	$1,562.00	$23,760.00	$11,880.00	**$83,724.67**

450,000	$47,580.00	$1,597.50	$24,300.00	$12,150.00	**$85,627.50**
460,000	$48,637.33	$1,633.00	$24,840.00	$12,420.00	**$87,530.33**
470,000	$49,694.67	$1,668.50	$25,380.00	$12,690.00	**$89,433.17**
480,000	$50,752.00	$1,704.00	$25,920.00	$12,960.00	**$91,336.00**
490,000	$51,809.33	$1,739.50	$26,460.00	$13,230.00	**$93,238.83**
500,000	$52,866.67	$1,775.00	$27,000.00	$13,500.00	**$95,141.67**
510,000	$53,924.00	$1,810.50	$27,540.00	$13,770.00	**$97,044.50**
520,000	$54,981.33	$1,846.00	$28,080.00	$14,040.00	**$98,947.33**
530,000	$56,038.67	$1,881.50	$28,620.00	$14,310.00	**$100,850.17**
540,000	$57,096.00	$1,917.00	$29,160.00	$14,580.00	**$102,753.00**
550,000	$58,153.33	$1,952.50	$29,700.00	$14,850.00	**$104,655.83**
560,000	$59,210.67	$1,988.00	$30,240.00	$15,120.00	**$106,558.67**
570,000	$60,268.00	$2,023.50	$30,780.00	$15,390.00	**$108,461.50**
580,000	$61,325.33	$2,059.00	$31,320.00	$15,660.00	**$110,364.33**
590,000	$62,382.67	$2,094.50	$31,860.00	$15,930.00	**$112,267.17**
600,000	$63,440.00	$2,130.00	$32,400.00	$16,200.00	**$114,170.00**

Operational Costs*

Flow Rate	ERU's(per 250 gpd)	Term(Months)	ERU Rate	Monthly Fee
100,000	400	120	$3,172	$10,573.33
110,000	440	120	$3,172	$11,630.67
120,000	480	120	$3,172	$12,688.00
130,000	520	120	$3,172	$13,745.33
140,000	560	120	$3,172	$14,802.67
150,000	600	120	$3,172	$15,860.00
160,000	640	120	$3,172	$16,917.33
170,000	680	120	$3,172	$17,974.67
180,000	720	120	$3,172	$19,032.00
190,000	760	120	$3,172	$20,089.33
200,000	800	120	$3,172	$21,146.67
210,000	840	120	$3,172	$22,204.00
220,000	880	120	$3,172	$23,261.33
230,000	920	120	$3,172	$24,318.67
240,000	960	120	$3,172	$25,376.00
250,000	1000	120	$3,172	$26,433.33
260,000	1040	120	$3,172	$27,490.67
270,000	1080	120	$3,172	$28,548.00
280,000	1120	120	$3,172	$29,605.33
290,000	1160	120	$3,172	$30,662.67

300,000	1200	120	$3,172	$31,720.00
310,000	1240	120	$3,172	$32,777.33
320,000	1280	120	$3,172	$33,834.67
330,000	1320	120	$3,172	$34,892.00
340,000	1360	120	$3,172	$35,949.33
350,000	1400	120	$3,172	$37,006.67
360,000	1440	120	$3,172	$38,064.00
370,000	1480	120	$3,172	$39,121.33
380,000	1520	120	$3,172	$40,178.67
390,000	1560	120	$3,172	$41,236.00
400,000	1600	120	$3,172	$42,293.33
410,000	1640	120	$3,172	$43,350.67
420,000	1680	120	$3,172	$44,408.00
430,000	1720	120	$3,172	$45,465.33
440,000	1760	120	$3,172	$46,522.67
450,000	1800	120	$3,172	$47,580.00
460,000	1840	120	$3,172	$48,637.33
470,000	1880	120	$3,172	$49,694.67
480,000	1920	120	$3,172	$50,752.00
490,000	1960	120	$3,172	$51,809.33
500,000	2000	120	$3,172	$52,866.67
510,000	2040	120	$3,172	$53,924.00
520,000	2080	120	$3,172	$54,981.33
530,000	2120	120	$3,172	$56,038.67
540,000	2160	120	$3,172	$57,096.00
550,000	2200	120	$3,172	$58,153.33
560,000	2240	120	$3,172	$59,210.67
570,000	2280	120	$3,172	$60,268.00
580,000	2320	120	$3,172	$61,325.33
590,000	2360	120	$3,172	$62,382.67
600,000	2400	120	$3,172	$63,440.00

Usage Charge**

Flow Rate	ERU's(per 250 gpd)	Fee per 1000 gals	Monthly Fee
100,000	400	$3.55	$355.00
110,000	440	$3.55	$390.50
120,000	480	$3.55	$426.00
130,000	520	$3.55	$461.50
140,000	560	$3.55	$497.00
150,000	600	$3.55	$532.50

160,000	640	$3.55	$568.00
170,000	680	$3.55	$603.50
180,000	720	$3.55	$639.00
190,000	760	$3.55	$674.50
200,000	800	$3.55	$710.00
210,000	840	$3.55	$745.50
220,000	880	$3.55	$781.00
230,000	920	$3.55	$816.50
240,000	960	$3.55	$852.00
250,000	1000	$3.55	$887.50
260,000	1040	$3.55	$923.00
270,000	1080	$3.55	$958.50
280,000	1120	$3.55	$994.00
290,000	1160	$3.55	$1,029.50
300,000	1200	$3.55	$1,065.00
310,000	1240	$3.55	$1,100.50
320,000	1280	$3.55	$1,136.00
330,000	1320	$3.55	$1,171.50
340,000	1360	$3.55	$1,207.00
350,000	1400	$3.55	$1,242.50
360,000	1440	$3.55	$1,278.00
370,000	1480	$3.55	$1,313.50
380,000	1520	$3.55	$1,349.00
390,000	1560	$3.55	$1,384.50
400,000	1600	$3.55	$1,420.00
410,000	1640	$3.55	$1,455.50
420,000	1680	$3.55	$1,491.00
430,000	1720	$3.55	$1,526.50
440,000	1760	$3.55	$1,562.00
450,000	1800	$3.55	$1,597.50
460,000	1840	$3.55	$1,633.00
470,000	1880	$3.55	$1,668.50
480,000	1920	$3.55	$1,704.00
490,000	1960	$3.55	$1,739.50
500,000	2000	$3.55	$1,775.00
510,000	2040	$3.55	$1,810.50
520,000	2080	$3.55	$1,846.00
530,000	2120	$3.55	$1,881.50
540,000	2160	$3.55	$1,917.00
550,000	2200	$3.55	$1,952.50
560,000	2240	$3.55	$1,988.00

570,000	2280	$3.55	$2,023.50
580,000	2320	$3.55	$2,059.00
590,000	2360	$3.55	$2,094.50
600,000	2400	$3.55	$2,130.00

Base Facilities Fee*

Flow Rate	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	$13.50	$5,400.00
110,000	440	$13.50	$5,940.00
120,000	480	$13.50	$6,480.00
130,000	520	$13.50	$7,020.00
140,000	560	$13.50	$7,560.00
150,000	600	$13.50	$8,100.00
160,000	640	$13.50	$8,640.00
170,000	680	$13.50	$9,180.00
180,000	720	$13.50	$9,720.00
190,000	760	$13.50	$10,260.00
200,000	800	$13.50	$10,800.00
210,000	840	$13.50	$11,340.00
220,000	880	$13.50	$11,880.00
230,000	920	$13.50	$12,420.00
240,000	960	$13.50	$12,960.00
250,000	1000	$13.50	$13,500.00
260,000	1040	$13.50	$14,040.00
270,000	1080	$13.50	$14,580.00
280,000	1120	$13.50	$15,120.00
290,000	1160	$13.50	$15,660.00
300,000	1200	$13.50	$16,200.00
310,000	1240	$13.50	$16,740.00
320,000	1280	$13.50	$17,280.00
330,000	1320	$13.50	$17,820.00
340,000	1360	$13.50	$18,360.00
350,000	1400	$13.50	$18,900.00
360,000	1440	$13.50	$19,440.00
370,000	1480	$13.50	$19,980.00
380,000	1520	$13.50	$20,520.00
390,000	1560	$13.50	$21,060.00
400,000	1600	$13.50	$21,600.00
410,000	1640	$13.50	$22,140.00
420,000	1680	$13.50	$22,680.00

430,000	1720	$13.50	$23,220.00
440,000	1760	$13.50	$23,760.00
450,000	1800	$13.50	$24,300.00
460,000	1840	$13.50	$24,840.00
470,000	1880	$13.50	$25,380.00
480,000	1920	$13.50	$25,920.00
490,000	1960	$13.50	$26,460.00
500,000	2000	$13.50	$27,000.00
510,000	2040	$13.50	$27,540.00
520,000	2080	$13.50	$28,080.00
530,000	2120	$13.50	$28,620.00
540,000	2160	$13.50	$29,160.00
550,000	2200	$13.50	$29,700.00
560,000	2240	$13.50	$30,240.00
570,000	2280	$13.50	$30,780.00
580,000	2320	$13.50	$31,320.00
590,000	2360	$13.50	$31,860.00
600,000	2400	$13.50	$32,400.00

Base Facilities Res *

Flow Rate	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	$6.75	$2,700.00
110,000	440	$6.75	$2,970.00
120,000	480	$6.75	$3,240.00
130,000	520	$6.75	$3,510.00
140,000	560	$6.75	$3,780.00
150,000	600	$6.75	$4,050.00
160,000	640	$6.75	$4,320.00
170,000	680	$6.75	$4,590.00
180,000	720	$6.75	$4,860.00
190,000	760	$6.75	$5,130.00
200,000	800	$6.75	$5,400.00
210,000	840	$6.75	$5,670.00
220,000	880	$6.75	$5,940.00
230,000	920	$6.75	$6,210.00
240,000	960	$6.75	$6,480.00
250,000	1000	$6.75	$6,750.00
260,000	1040	$6.75	$7,020.00
270,000	1080	$6.75	$7,290.00
280,000	1120	$6.75	$7,560.00

290,000	1160	$6.75	$7,830.00
300,000	1200	$6.75	$8,100.00
310,000	1240	$6.75	$8,370.00
320,000	1280	$6.75	$8,640.00
330,000	1320	$6.75	$8,910.00
340,000	1360	$6.75	$9,180.00
350,000	1400	$6.75	$9,450.00
360,000	1440	$6.75	$9,720.00
370,000	1480	$6.75	$9,990.00
380,000	1520	$6.75	$10,260.00
390,000	1560	$6.75	$10,530.00
400,000	1600	$6.75	$10,800.00
410,000	1640	$6.75	$11,070.00
420,000	1680	$6.75	$11,340.00
430,000	1720	$6.75	$11,610.00
440,000	1760	$6.75	$11,880.00
450,000	1800	$6.75	$12,150.00
460,000	1840	$6.75	$12,420.00
470,000	1880	$6.75	$12,690.00
480,000	1920	$6.75	$12,960.00
490,000	1960	$6.75	$13,230.00
500,000	2000	$6.75	$13,500.00
510,000	2040	$6.75	$13,770.00
520,000	2080	$6.75	$14,040.00
530,000	2120	$6.75	$14,310.00
540,000	2160	$6.75	$14,580.00
550,000	2200	$6.75	$14,850.00
560,000	2240	$6.75	$15,120.00
570,000	2280	$6.75	$15,390.00
580,000	2320	$6.75	$15,660.00
590,000	2360	$6.75	$15,930.00
600,000	2400	$6.75	$16,200.00

[1] - Tiered Rate, charges up to flow rate shown, adjusted charges to next tier when flow rate is exceeded

* - Based on current fiscal year approved rates

** - Estimated at maximum tiered rates, actually metered usage will be billed monthly

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number:

ITEM TITLE: **Public Hearing Resolution 2026-038 – Request for Development Order Extension for Fruitland Hills Subdivision, Petitioner: Nicole Gargasz of Gemini Land Development on behalf of owner MRSF1, LLC.**

MEETING DATE: **August 27, 2027**

DATE SUBMITTED: August 12, 2026

SUBMITTED BY: City attorney

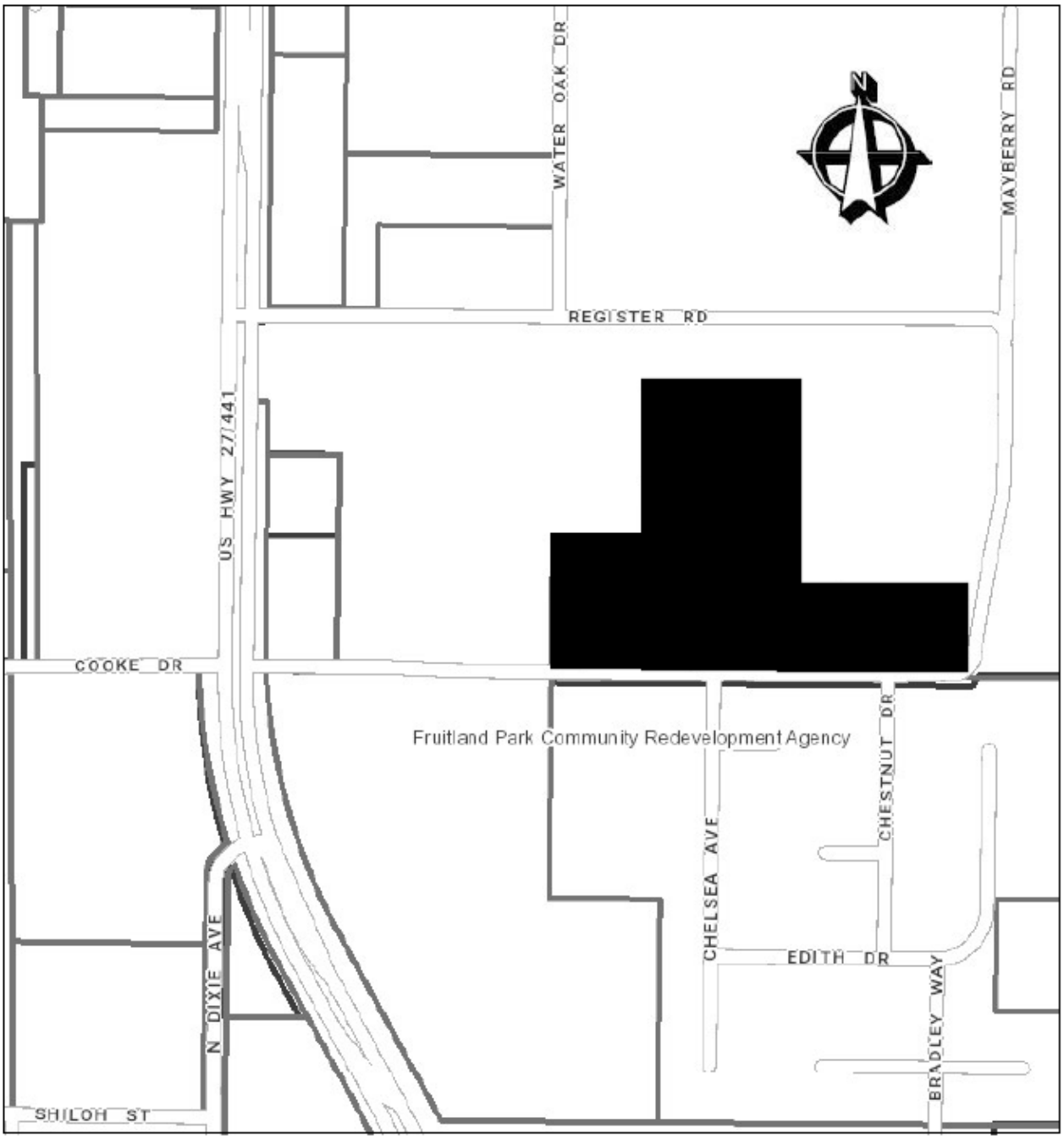
BRIEF NARRATIVE: A previous request to extend the Development Order (DO) for the Fruitland Hills Subdivision was presented / requested and approved on February 12, 2026. The applicant states that due to the county's late response, they have not been afforded enough time to pivot for the anticipated October 22, 2026 DO construction commencement date. Recordation of the Register Road right-of-way dedication was not completed until late June 2026. The aforementioned step was necessary as a condition of Fruitland Park's Site Plan Approval before the onset of construction could commence. Subsequently, the petitioner has stated that additional time is needed.

FUNDS BUDGETED: None

ATTACHMENTS: Proposed Resolution 2026-038, 2nd Development Order Extension, previously approved Resolution 2026-009, and Letter requesting 2nd extension [along with supporting documentation].

RECOMMENDATION: Consideration of approval for Resolution 2026-038.

ACTION TO BE TAKEN: **Approve or deny Resolution 2026-038.**


WATER OAK DR
MAYBERRY RD
REGISTER RD
US HWY 27/441
COOKE DR
Fruitland Park Community Redevelopment Agency
CHESTNUT DR
CHELSEA AVE
EDITH DR
BRADLEY WAY
N DIXIE AVE
SHILOH ST

RESOLUTION 2026-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE DEVELOPMENT ORDER ENTERED MARCH 17, 2025 THAT APPROVED CONSTRUCTION PLANS FOR THE CONSTRUCTION OF FRUITLAND HILLS SUBDIVISION CONSISTENT WITH THE PRELIMINARY PLAT APPROVED IN RESOLUTION 2024-018 ON VACANT PROPERTY LOCATED ON EAST OF U.S. HIGHWAY 27/441, NORTH OF REGISTER ROAD AND WEST OF MAYBERRY ROAD; AUTHORIZING THE MAYOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED CONSTRUCTION PLANS UNTIL OCTOBER 22, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, legal representative Nicole C. Gargasz of Gemini Land Development, Inc., filed a request for consideration of a second extension of the Development Order issued March 27, 2025 approving construction plans for construction of the Fruitland Hills subdivision, extended by Resolution 2026-009 in Extension of Development Order dated February 12, 2026 (collectively the "Development Order"); and

WHEREAS, the request has been considered in accordance with the City's Land Development Regulations, Ch. 157.060(d)(16); and

WHEREAS, the City Commission of the City of Fruitland Park has considered the request in accordance with the City's Land Development Regulations (LDRs), Ch. 157.060(d)(16), and finds that: (1) No amendments to the LDRs having an impact on the project have been adopted since the original approval; and (2) No changes to surrounding land uses, development or other conditions have required modification of the plans to meet the requirements of the LDC.

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

Section 1. Extension.
The request for an extension is GRANTED. The expiration date of the Development Order for purposes of commencing construction is May 22, 2027.

Section 2. Development Order.
All other terms, conditions and details set forth in the Development Order remain in effect.

Section 3. Authorization.
The Mayor is authorized to issue the attached Second Extension of Development Order extending the approved construction plans for purposes of commencing construction pursuant to the Development Order to May 22, 2027.

Section 4. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

_____
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

_____ _____
Gwen Johns, City Clerk Anita Geraci-Carver, City Attorney

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner _____ _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____

(SEAL)

EXHIBIT A

SECOND EXTENSION OF DEVELOPMENT ORDER

Fruitland Hills Subdivision

Community Development Department
506 W. Berckman St. Tel. (352) 360-6727
Fruitland Park FL 34731 Fax. (352) 360-6652

SECOND EXTENSION
OF
DEVELOPMENT ORDER
Fruitland Hills Subdivision

The City of Fruitland Park has reviewed the request by the legal representative Nicole C. Gargasz of Gemini Land Development, Inc., on behalf of the development, Fruitland Hills Subdivision, for consideration of an extension of the Development Order approving construction plans relating to a preliminary plat approved in Resolution 2024-018 which construction plans allow for construction of infrastructure supporting a 46 residential lot subdivision. The Development Order was issued March 27, 2025 to Ryan Hinricher, MRSF1, LLC, 30 W. Smith St., Winter Garden, FL 34787. The Development Order, upon request of Gemini Land Development Inc., was approved for extension by Resolution 2026-009 in Extension of Development Order dated February 12, 2026. The Property which is the subject of the Developer Order is identified as:

Alt. Key Number: 2872098

Parcel Id No. 03-19-24-0002-000-02800

In accordance with the City's Land Development Regulations for extension of a Development Order (Chapter 157.060) a request for an extension was submitted prior to expiration. The City Commission has considered the applicant's request for an extension. The request for an extension is granted as follows:

> Construction must commence no later than May 22, 2027, unless otherwise extended by the City Commission.
>
> The Development Order will expire October 22, 2029.

Approved by the City Commission of the City of Fruitland Park, Florida, on this ____ day of August, 2026.

_____

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

_____

Gwen Johns, City Clerk

GEMINI
LAND DEVELOPMENT

June 19, 2026

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

Subject: Fruitland Hills Subdivision — Second Request for Extension of Development Order
GLD Project No.: P-23005
City Resolution Nos. 2024-018 (Preliminary Plat) and 2026-009 (First Extension)

Dear City Staff,

On behalf of MRSF1, LLC, applicant for the Fruitland Hills Residential Subdivision, Gemini Land Development, Inc. respectfully submits this written request for an extension of the Development Order originally issued March 27, 2025, and previously extended by City Commission via Resolution 2026-009 on February 12, 2026. The Development Order currently expires October 22, 2026.

This request is being submitted prior to the expiration date in accordance with the requirements of the Development Order and Chapter 157, Section 157.060(d)(16) of the City's Land Development Regulations.

Basis for Request

The Lake County right-of-way dedication for Register Road — a Special Condition of the Development Order that must be satisfied prior to construction — was the basis for the City Commission's prior extension granted via Resolution 2026-009. At the time of that prior request in September 2025, Lake County had projected that completion of the title services and recordation of the dedication would take approximately five months. The actual recordation, however, was not completed until June 2026, following extended delays in the County's title services workload, in which we still have not received approved permits.

While the recordation of the dedication has now cleared the Special Condition that previously prevented construction, less than three months remain before the current October 22, 2026 expiration date. That remaining time is not sufficient to complete the steps that must occur before construction can commence, including:

- Coordination with City staff regarding any required pre-construction submittals and scheduling of the required pre-construction meeting;
- Procurement of a qualified general contractor and supporting construction partners to construct the approved infrastructure improvements;
- Finalization of the construction schedule, mobilization plan, and contractor coordination to ensure orderly construction once mobilization begins; and
- Satisfaction of any remaining permitting and pre-construction documentation requirements identified by the City and other regulatory agencies.

The applicant has acted in good faith throughout this process, coordinating actively with Lake County to push the dedication forward and remaining fully committed to constructing the approved improvements consistent with Resolution 2024-018 and the approved Construction Plans. The additional time requested is necessary

to allow these pre-construction activities to be completed in an orderly manner following the County's recent recordation of the dedication.

Findings Under § 157.060(d)(16)

Consistent with the findings adopted by the City Commission in Resolution 2026-009, we note:

1. No amendments to the Land Development Regulations having an impact on this project have been adopted since the original approval; and
2. No changes to surrounding land uses, development, or other conditions have occurred that would require modification of the approved Construction Plans to meet the requirements of the LDC.

The project remains consistent with Resolution 2024-018 (Preliminary Plat) and the approved Construction Plans, and no design revisions are anticipated.

Requested Extension

In light of the recent recordation of the Lake County dedication and the limited time now remaining before the October 22, 2026 expiration, we respectfully request that the City Commission grant an extension of the Development Order to October 22, 2027, to allow the applicant adequate time to procure a qualified contractor, finalize the construction schedule, and commence construction in an orderly manner.

Please advise of any additional documentation, fees, or procedural steps required to place this request on a City Commission agenda. We would appreciate the opportunity to be heard at the next available meeting that allows sufficient time for review prior to the October 22, 2026 expiration date.

Thank you for your continued support of this project. Should you have any questions or need additional information, please contact me at 407-247-3581 or Nicole@GeminiLD.com.

Best Regards,

Nicole C. Gargasz
Principal/Project Manager

c: Ryan Hinricher, MRSF1, LLC

Enclosures:

- Copy of Resolution 2026-009 and Extension of Development Order dated February 12, 2026
- Copy of original Development Order dated March 27, 2025
- Copy of September 15, 2025 prior extension request letter
- Copy of Lake County correspondence dated 6/19/26 confirming recordation of the Register Road right-of-way dedication

RESOLUTION 2026-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE DEVELOPMENT ORDER ENTERED MARCH 17, 2025 THAT APPROVED CONSTRUCTION PLANS FOR THE CONSTRUCTION OF FRUITLAND HILLS SUBDIVISION CONSISTENT WITH THE PRELIMINARY PLAT APPROVED IN RESOLUTION 2024-018 ON VACANT PROPERTY LOCATED ON EAST OF U.S. HIGHWAY 27/441, NORTH OF REGISTER ROAD AND WEST OF MAYBERRY ROAD; AUTHORIZING THE MAYOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED CONSTRUCTION PLANS UNTIL OCTOBER 22, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, legal representative Nicole C. Gargasz of Gemini Land Development, Inc., filed a request for consideration of extension of the Development Order issued March 27, 2025 approving construction plans for construction of the Fruitland Hills subdivision (collectively the "Development Order"); and

WHEREAS, the request has been considered in accordance with the City's Land Development Regulations, Ch. 157.060 (d)(16); and

WHEREAS, the City Commission of the City of Fruitland Park has considered the request in accordance with the City's Land Development Regulations (LDRs), Ch. 157.060 (d)(16), and finds that: (1) No amendments to the LDRs having an impact on the project have been adopted since the original approval; and (2) No changes to surrounding land uses, development or other conditions have required modification of the plans to meet the requirements of the LDC.

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

Section 1. Extension.
The request for an extension is GRANTED. The expiration date of the Development Order for purposes of commencing construction is October 22, 2026.

Section 2. Development Order.
All other terms, conditions and details set forth in the Development Order remain in effect.

Section 3. Authorization.
The Mayor is authorized to issue the attached Extension of Development Order extending the approved construction plans for purposes of commencing construction pursuant to the Development Order to October 22, 2026.

Section 4. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 12th day of February, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

(Seal)

ATTEST:

Gwen Johns, City Clerk

Approved as to Form:

Anita Geraci-Carver, City Attorney

Mayor Cheshire	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Williams	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Cosenza	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Raysin	✓ (Yes),	____(No),	____(Abstained),	____(Absent)

Passed First Reading 2-12-2026

EXHIBIT A

EXTENSION OF DEVELOPMENT ORDER

Fruitland Hills Subdivision

City of Fruitland Park

Community Development Department
506 W. Berckman St. Tel. (352) 360-6727
Fruitland Park FL 34731 Fax. (352) 360-6652

EXTENSION OF DEVELOPMENT ORDER

Fruitland Hills Subdivision

The City of Fruitland Park has reviewed the request by the legal representative Nicole C. Gargasz of Gemini Land Development, Inc., on behalf of the development, Fruitland Hills Subdivision, for consideration of an extension of the Development Order approving construction plans relating to a preliminary plat approved in Resolution 2024-018 which construction plans allow for construction of infrastructure supporting a 46 residential lot subdivision. The Development Order was issued March 27, 2025 to Ryan Hinricher, MRSF1, LLC, 30 W. Smith St., Winter Garden, FL 34787. The Property which is the subject of the Developer Order is identified as:

Alt. Key Number: 2872098

Parcel Id No. 03-19-24-0002-000-02800

In accordance with the City's Land Development Regulations for extension of a Development Order (Chapter 157.060) a request for an extension was submitted prior to expiration. The City Commission has considered the applicant's request for an extension. The request for an extension is granted as follows:

> Construction must commence no later than October 22, 2026, unless otherwise extended by the City Commission.
>
> The Development Order will expire May 22, 2028.

Approved by the City Commission of the City of Fruitland Park, Florida, on this 12 day of February, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

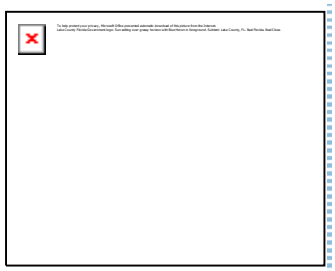
Gwen Johns, City Clerk

Nicole Gargasz

From: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Sent: Friday, June 19, 2026 7:46 AM
To: Nicole Gargasz; Ibarra-Sejba, Mercedes
Cc: Ryan Hinricher; Melvin, Cary; Grant, Rachel; Bobby Johnson
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Permits are getting signed off.

Thanks,
Seth



SETH LYNCH
Engineering and Operations Director

PUBLIC WORKS DEPARTMENT
Engineering and Road Operations – North Lake

A P.O. BOX 7800, 350 N. Sinclair Ave, Tavares, FL, 32778
P 352-253-9052
E seth.lynch@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Sent: Wednesday, June 17, 2026 5:35 PM
To: Nicole Gargasz <Nicole@geminild.com>; Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>; Grant, Rachel <rachel.grant@lakecountyfl.gov>; Bobby Johnson <bobby@geminild.com>
Subject: Re: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Once I get the thumbs up then it should be good but I will check on which one this and if there is any other item such as bond needed.

Thanks,

Seth Lynch
Lake County Public Works Department
Engineering Division

From: Nicole Gargasz <Nicole@geminild.com>
Sent: Wednesday, 17 June 2026 15:55:16
To: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>; Grant, Rachel <rachel.grant@lakecountyfl.gov>; Bobby Johnson <bobby@geminild.com>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Great, thank you for the update here. Appreciate it!

From: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Sent: Wednesday, June 17, 2026 3:08 PM
To: Nicole Gargasz <Nicole@geminild.com>; Lynch, Seth <seth.lynch@lakecountyfl.gov>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>; Grant, Rachel <rachel.grant@lakecountyfl.gov>; Bobby Johnson <bobby@geminild.com>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Hey Nicole,

The deed has been recorded. I will notify engineering and at that point its making sure you have all your documents/payment in place on the permitting side.

MERCEDES IBARRA-SEJBA
Right Of Way Agent II

PUBLIC WORKS

A 315 W. Main Street, Tavares, FL, 32778-7800
P 352-253-9030 |
E Mercedes.Ibarrasejba@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Nicole Gargasz <Nicole@geminild.com>
Sent: Wednesday, June 17, 2026 2:14 PM
To: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>; Grant, Rachel <rachel.grant@lakecountyfl.gov>; Bobby Johnson <bobby@geminild.com>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

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Good afternoon Mercedes,

Following up here on our last conversation about the permits required for Fruitland Hills Subdivision and the deed being recorded. Is everything in place here? Do we have a timeline so that we can obtain approvals from Fruitland Park?

Thank you!
Nicole

From: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Sent: Friday, March 20, 2026 10:54 AM
To: Nicole Gargasz <Nicole@geminild.com>; Lynch, Seth <seth.lynch@lakecountyfl.gov>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>; Grant, Rachel <rachel.grant@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Those permits are on hold until our department receives a recorded deed. There may be other supporting documents that may need to be obtained prior to release. @Rodriguez, Jeremy usually handles those other requirements.
I've added Rachel Grant to this chain to keep her in the loop.

MERCEDES IBARRA-SEJBA
Right Of Way Agent II
PUBLIC WORKS

A 315 W. Main Street, Tavares, FL, 32778-7800
P 352-253-9030 |
E Mercedes.Ibarrasejba@lakecountyfl.gov | **W** www.lakecountyfl.gov
NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Nicole Gargasz <Nicole@geminild.com>
Sent: Friday, March 20, 2026 10:37 AM
To: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

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Hi Mercedes,

Thank you for the update. Any news on the Commercial Driveway and ROW Utilization permits?

Nicole C. Gargasz
Principal
Gemini Land Development, Inc.
2875 S. Orange Avenue, Suite 500-3600
Orlando, Florida 32806

D: 407.247.3581

From: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Sent: Friday, March 20, 2026 9:07 AM
To: Nicole Gargasz <Nicole@geminild.com>; Lynch, Seth <seth.lynch@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Nicole,

I apologize; This isn't one of my files, but I dug a little more and found out it has been moved forward to closing. We requested closing docs and a closing date. The swamped statement remains.

MERCEDES IBARRA-SEJBA
Right Of Way Agent II
PUBLIC WORKS

A 315 W. Main Street, Tavares, FL, 32778-7800
P 352-253-9030 |
E Mercedes.Ibarrasejba@lakecountyfl.gov | **W** www.lakecountyfl.gov
NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Ibarra-Sejba, Mercedes
Sent: Friday, March 20, 2026 8:57 AM
To: Nicole Gargasz <Nicole@geminild.com>; Lynch, Seth <seth.lynch@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Hey Nicole,

Our closer is working on that file. We haven't received a title commitment yet. They are swamped right now so I expect some delays in processing.

MERCEDES IBARRA-SEJBA
Right Of Way Agent II
PUBLIC WORKS

A 315 W. Main Street, Tavares, FL, 32778-7800
P 352-253-9030 |
E Mercedes.Ibarrasejba@lakecountyfl.gov | **W** www.lakecountyfl.gov
NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Nicole Gargasz <Nicole@geminild.com>
Sent: Thursday, March 19, 2026 3:05 PM
To: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>

Cc: Ryan Hinricher <ryan@investornation.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

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Good afternoon Mercedes,

Can you please give me an update on where we are with this? We also submitted both Commercial Driveway and ROW Utilization permits for review/approval with Seth in February of 2025. Can you please give me an update on those as well. We need all of this completed for final approval from the City.

Thank you!

Nicole C. Gargasz
Principal
Gemini Land Development, Inc.
2875 S. Orange Avenue, Suite 500-3600
Orlando, Florida 32806

D: 407.247.3581

From: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Sent: Tuesday, September 9, 2025 11:58 AM
To: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Nicole Gargasz <Nicole@geminild.com>; Melvin, Cary <cary.melvin@lakecountyfl.gov>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Hey Ryan and Nicole,

As previously mentioned, Fruitland Hills Dedication has been approved to close by the Board of County Commissioners. Getting board approval is new step in our process which has caused some time delays. The next step would be to request title services to close out on the file. Currently, our office is experiencing some backlog issues with our title company making closing abnormally slow. We are working on getting more title companies to handle the workload, but we are probably still a month or more out from getting support. If we were to order title services right now with our current title company, it would probably take 5+ months to close.

In the meantime, we have gotten approval from the county attorney's office to offer this alternative. If your legal team is good with handling the closing, we are good with that option as well. You will have to follow the conditions below if you decide this route.

- Prior to execution of deeds, we shall be provided with the title commitment to review and comment upon.

- Prior to execution of the deeds, we shall be provided with the draft deeds that we can review and comment upon.
- We are provided title insurance for the right-of-way dedication at no cost to Lake County.
- Your title company must use our Statutory Warranty deed template (which we will provide) without any changes or attached permitted exceptions.

If this is acceptable to you, we can move forward, and I can provide you with our deed template.

If handling the closing is not in your wheelhouse, we can keep you updated on when we get more title companies in our county network and move forward from there.

Thank you for being patient.

MERCEDES IBARRA-SEJBA
Right Of Way Agent II

PUBLIC WORKS
Engineering Division

A 350 N. Sinclair Ave, Tavares, FL, 32778-7800
P 352-253-9062 | **F** 352-253-9065
E Mercedes.Ibarrasejba@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Sent: Tuesday, September 9, 2025 11:31 AM
To: Ibarra-Sejba, Mercedes <mercedes.ibarrasejba@lakecountyfl.gov>
Cc: Ryan Hinricher <ryan@investornation.com>; Nicole Gargasz <nicole@geminild.com>
Subject: FW: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

Mercedes – please provide Ryan the ROW info for the Fruitland Hills development off Register Road to finish up the dedication process.

Thanks,
Seth

SETH LYNCH
Development Engineer/Project Manager

PUBLIC WORKS DEPARTMENT
Engineering Division, Development Section

A P.O. BOX 7800, 350 N. Sinclair Ave, Tavares, FL, 32778
P 352-253-9052
E seth.lynch@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Ryan Hinricher <ryan@investornation.com>
Sent: Tuesday, September 9, 2025 10:32 AM
To: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Cc: Nicole Gargasz <Nicole@geminild.com>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>; Scott, Terry <terry.scott@lakecountyfl.gov>; Litten, Nathan <nathan.litten@lakecountyfl.gov>; Emily Church <echurch@fruitlandpark.org>; Sharon Williams <swilliams@fruitlandpark.org>; Bobby Johnson <bobby@geminild.com>; Marann Curtis <marann@investornation.com>
Subject: Re: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages

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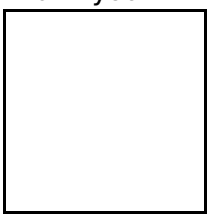
Seth,

Good morning. I'm the main point of contact.

Let me know how I can help. It would be great to keep Nicole in the loop as well.

Thank you.



Ryan Hinricher
Partner
Investor Nation
Oak Avenue Real Estate
407.500.7926

On Tue, Sep 9, 2025 at 9:53 AM Lynch, Seth <seth.lynch@lakecountyfl.gov> wrote:

> The right-of-way has been to the board for comment and they did not object to it. The right-of-way dedication can move forward to the closing, title insurance, and recording of the deed.
>
> Who is the best contact from the developer's team that I can provided the ROW agent to work with on this one.
>
> Thanks,
> Seth
>
> Error! Filename not specified.
>
> **SETH LYNCH**
> *Development Engineer/Project Manager*
> PUBLIC WORKS DEPARTMENT
> *Engineering Division, Development Section*
>
> **A** P.O. BOX 7800, 350 N. Sinclair Ave, Tavares, FL, 32778
> **P** 352-253-9052
> **E** seth.lynch@lakecountyfl.gov | **W** www.lakecountyfl.gov

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Your email communications may be subject to public disclosure.

From: Nicole Gargasz <Nicole@geminild.com>
Sent: Tuesday, September 9, 2025 9:37 AM
To: Lynch, Seth <seth.lynch@lakecountyfl.gov>; Rodriguez, Jeremy <jeremy.rodriguez@lakecountyfl.gov>; Scott, Terry <terry.scott@lakecountyfl.gov>; Litten, Nathan <nathan.litten@lakecountyfl.gov>; Emily Church <echurch@fruitlandpark.org>; Sharon Williams <swilliams@fruitlandpark.org>
Cc: Bobby Johnson <bobby@geminild.com>; Ryan Hinricher (ryan@investornation.com) <ryan@investornation.com>; Marann Curtis <marann@investornation.com>
Subject: RE: Fruitland Hills Subdivision - ROW Utilization Permit & Commercial Driveway Permit Packages
Importance: High

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Seth,

We have been waiting for comments/approval from Lake County for over 6 months on this project which has now pushed us to request a Dev Order Extension through the City. Can you please give us an update asap so that we can continue moving forward?

Thank you,
Nicole

--

GEMINI
LAND DEVELOPMENT

September 15, 2025

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

Subject: Fruitland Hills Subdivision – Development Order Extension Request
GLD Project No.: P-23005

Dear City Staff,

On behalf of Gemini Land Development, Inc., I respectfully submit this clarification of our request for an extension of the Development Order issued March 27, 2025, for the Fruitland Hills Residential Subdivision project.

We are formally requesting:

- An extension of the 180-day commencement requirement, and
- An extension of the 18-month expiration limitation.

The basis for this request is the timing of the required right-of-way dedication with Lake County. As confirmed in recent correspondence from Lake County, their office is currently experiencing a backlog in title services, which is delaying the closing and recording of the Fruitland Hills right-of-way dedication. Their estimate indicates it may take an additional 5+ months to complete this process. Until the dedication is recorded, construction cannot move forward.

Given these circumstances, the additional time is necessary to ensure the project remains compliant with City requirements while we await the County's completion of this mandatory step. Gemini Land Development remains fully committed to advancing the subdivision as soon as the dedication is finalized and construction can commence.

We respectfully ask that the City Commission grant both the 180-day and 18-month extensions to maintain the project's active status. Please advise if any additional documentation, fees, or next steps are required to process this request.

Thank you for your consideration and continued support of this project. Should you have any questions or need additional information please contact me at 407-247-3581 or Nicole@GeminiLD.com.

Best Regards,

Nicole C. Gargasz

Nicole C. Gargasz
Principal/Project Manager

c: Ryan Hinricher

City of Fruitland Park

Community Development Department
506 W. Berckman St. Tel. (352) 360-6727
Fruitland Park FL 34731 Fax. (352) 360-6652

DEVELOPMENT ORDER

Fruitland Hills

The City of Fruitland Park hereby finds that after review of the Construction Plans for the proposed development, the plans are consistent with Chapter 157 of the City's Land Development Regulations. This Development Order is issued this 27th day of March 2025 to Ryan Hinricher of MRSF1 LLC, 30 W Smith Street, Winter Garden, FL 34787, and authorizes the construction of the infrastructure to support 46 residential homes known as Fruitland Hills Subdivision. The total development will consist of approximately 13.44+/- acres, is zoned Planned Unit Development, and has a future land use of Multi-Family Low Density.

The property is generally located east of U.S. Highway 27/441, north of Register Road and west of Mayberry Road, identified as Parcel Alternate Key(s)# 2872098, and is further legally described in "Exhibit A" attached.

SPECIAL CONDITIONS:

- Please provide a copy of the recorded right-of-way dedication to Lake County for Register Road, prior to construction
- Please adhere to Resolution 2024-017 (please note that submission of current landscape plans may be required prior to issuance of a building permit).

Before the onset of any construction, to exclude land clearing activities, a pre-construction meeting must be held. Upon request of the developer, the City shall schedule a pre-construction meeting to be attended by the following individuals or their representatives: (1) the property owner if not the developer; the developer and the developer's engineer(s) and surveyor(s), (2) All contractors, including subcontractors for the construction of site improvements, (3) All franchised utility companies affected by the proposed constructions and (4) TRC members and appropriate City inspectors. It shall be the responsibility of the developer to notify all parties of the meeting.

The following conditions apply to this Development Order, as specified in Chapter 157, Section 157.060 of the city's Land Development Regulations:

1. This development order shall be void within one hundred eighty (180) days if construction has not begun and shall expire eighteen (18) months from the date of issuance, regardless of whether or not the work is complete, unless the City Commission grants an extension of time, in response to the applicant's written request for such an extension submitted for consideration prior to the expiration date.

2. The City shall have the right to inspect the project for the purpose of ensuring that all improvements are being constructed in conformance with the provision of the Land Development Regulations (LDRs). All required data, tests, and reports specified in the LDRs shall be submitted and approved by the City Engineer prior to acceptance or final approval of improvements.

3. The Community Development Department Director or designee shall be notified, in writing of the commencement and completion of the items of construction outlined per code (see Chapter 157, Section 157.060(d)(18), *Notification* (attached hereto) so that an immediate inspection can be performed to ensure conformance.

4. Upon completion of construction of the improvements, the applicant shall provide the Community Development Department Director or designee with the following:

   A) A certified letter stipulating that construction of the improvements has been completed and requesting final inspection and approval.

   B) The testing reports and certificates of compliance from material suppliers.

   C) One (1) paper set and one (1) electronic copy of as-built construction plans, including rims and inverts of all sewer and stormwater structures, the horizontal location of all values, and fire hydrants signed by the engineer of record and surveyor.

   D) Documents from a registered engineer with his seal affixed certifying that the improvements have been constructed in conformity with the land development permit and the provisions of the Land Development Code.

   E) A document from the utility provider approving all utility installations.

   F) Release of liens and affidavit that all liens are released on all improvements required by the Land Development Code. Upon receipt of the above items, the City Engineer and Public Works Director shall review said data and make a final inspection of the constructed improvements, and shall notify the applicant of any items of noncompliance with the approved construction plans and specifications. A certificate of completion shall be issued by the Community Development Director or designee when all improvements are completed in conformity with the approved design. This certificate shall release the construction surety.

   G) The final plat [development application] must be submitted to the city, along with the applicable fees (see other items outlined in Chapter 157, Section 157.060 (d)(20)), to the Community Development Department Director or designee to be subsequently approved by City Commission. Once approved, the applicant must record the final plat in the Public Records of Lake County, and provide a copy of same to the City of Fruitland Park. Lot sales cannot begin until the final plat is recorded.

The City of Fruitland Park is authorized to take the following actions in the event it determines, at a duly noticed public commission hearing, that the Developer is not complying with this Development Agreement: (1) revoke the rights conferred in this Development Order and pursue remedies through code enforcement, (2) file for injunctive relief in the Lake County Fifth Judicial Circuit Court enjoining further Developer acts until the Developer complies with this Development Order, or (3) file for injunctive relief in the Lake County Fifth Judicial Circuit Court to force Developer to act consistent with this Development Order. The prevailing party in such court action shall be awarded attorney's fees and costs.

Karen Manila
City Manager

Date March 27, 2025

Section 157.060(d)(18), *Notification*

Notification

The Community Development Director or designee shall be notified, in writing of the commencement and completion of the following items of construction so that an immediate inspection can be performed to ensure conformance with said approved construction plans and specifications and the requirements of the Land Development Code. If the City notifies the developer that no City inspector is available to inspect within 48 hours of an inspection request, and if a delay in the inspection would cause a delay in the project, then this requirement may be met by submission of a certificate from the engineer of record that all construction was completed in accordance with the land development permit:

A) Waterlines and sanitary sewer lines prior to backfilling

B) Stabilized subgrade

C) Curb and concrete work

D) Roadway base

E) Surface course

F) Permanent reference monuments and permanent control points (set at the time of final platting)

G) Storm sewer

H) Lift stations

Failure to notify the City of the commencement and completion of the construction or installation of said items shall be good cause to refuse to issue a certificate of completion until such further investigation is conducted to verify compliance with the land development permit. In the case of Permanent reference monuments and permanent control points inspection is required to final plat approval.

EXHIBIT "A"
Legal Description

DESCRIPTION - O.R. 1003, PAGE 1473

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST LINE OF SAID SECTION 3 THAT IS 914.4 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3, RUN THENCE SOUTH ALONG SAID WEST LINE 405.6 FEET; THENCE EAST 274 FEET; THENCE NORTH 405.6 FEET; THENCE WEST 274 FEET TO THE POINT OF BEGINNING. ALSO BEGIN AT A POINT 274 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; RUN THENCE EAST 101 FEET; THENCE NORTH 521 FEET; THENCE EAST 334 FEET; THENCE NORTH 341 FEET; THENCE WEST 435 FEET TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 862 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 258 FEET OF THE WEST 506 FEET OF THE EAST 611 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 334 FEET OF THE EAST 945 FEET OF THE SOUTH 521 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. LESS THAT PART OF THE ABOVE-DESCRIBED PARCELS CONVEYED TO LAKE COUNTY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 335, PAGE 586, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°52'25" EAST 375.0 FEET FOR A POINT OF BEGINNING, THENCE NORTH 00°15'30" EAST 521.0 FEET, THENCE NORTH 89°52'25" EAST 5.73 FEET, THENCE SOUTH 00°27'55" WEST 521.0 FEET, THENCE WEST TO THE POINT OF BEGINNING.

THIS DEED IS MADE SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORDS. CONTAINING 13.447 ACRES, MORE OR LESS.

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number:

ITEM TITLE: **First Reading and Public Hearing Ordinance 2026-014 Amendment to Exhibit B Incorporating a Fuel Adjustment Rate – Waste Management Inc.**

MEETING DATE: August 27, 2026

DATE SUBMITTED: August 20, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Ordinance 2026-014** increases the solid waste collections rate effective after the second reading on September 10, 2026. Per the contract, on a semi-annual basis, Waste Management has the right to adjust for the cost of diesel fuel that exceeds $4.50 per gallon as determined by reference to the Energy Information Administration of the US Department of Energy website that reports average prices of diesel fuel for the lower Atlantic United States. The average cost is calculated and then the fuel cost modifier is applied per Exhibit "C" of the 2011 Waste Management contract. The average price for diesel for the months of January 2026 – June 2026 was $4.59 (Attachment A). Per Attachment B, the modifier is .45%. For residential customers this equates to an 11-cent increase per month on their garbage bill for a total of $36.28. The new rate schedule, including the fuel surcharge, is Attachment C.

The second reading will be held on September 10, 2026.

FUNDS BUDGETED: N/A

ATTACHMENTS: Proposed Ordinance 2026-014
Attachment A – Calculation of Average Diesel Fuel Cost
Attachment B – Fuel Surcharge Calculator
Attachment C – New Rate Schedule

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2026-014**

.

ORDINANCE 2026-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waste Management Inc. of Florida provides consistent, reliable, and more than satisfactory service to the City of Fruitland Park and its residents and in February of 2022 the City Commission extended the franchise agreement with Waste Management Inc. of Florida, as thereafter amended (the "Agreement"); and

WHEREAS, the Agreement provides for calculation of rates; and

WHEREAS, the City Commission of the City of Fruitland Park finds and determines that it is necessary to amend the rates pursuant to the terms of the Agreement; and

WHEREAS, the parties wish to amend the Agreement to include the amended rates; and

WHEREAS, the City Commission desires to approve the rates as set forth herein and amend Section A-4. in Appendix A of the Code of Ordinances to include the amended rates; and

WHEREAS, the City Commission also desires to memorialize the rate adjustment by approving an amendment to the Agreement.

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

Section 1. The City of Fruitland Park hereby adopts the schedule of rates as set forth in Exhibit B attached hereto pursuant to the terms of the Agreement with Waste Management Inc. of Florida. Such rates shall be effective for the invoice sent by the City to customers in September 2026. Exhibit B is incorporated in the Amendment to Agreement being adopted in this Ordinance.

Section 2. The Amendment to the Agreement between the City of Fruitland Park and Waste Management Inc. of Florida, a copy of which is attached hereto, is approved.

Section 3. Conflict. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Codification. The rates as set forth in this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance

may be renumbered, relettered, and the word “ordinance” may be changed to “section”, “article”, or such other word or phrase in order to accomplish such intention.

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

Section 6. This Ordinance shall be effective upon passage.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 10th day of September 10, 2026.

_____
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)
Commissioner Goldberg	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)

First Reading: 8/27/2026
Second Reading: 9/10/2026

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT INC. OF FLORIDA

THIS AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT by and between the CITY OF FRUITLAND PARK, Florida, a Florida municipal corporation ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Waste Management" or "Collector").

WHEREAS, Waste Management Inc. of Florida and the City of Fruitland Park are parties to the Restated Solid Waste Collection Agreement and extended in February of 2022 by the City Commission extended the franchise agreement with Waste Management Inc. of Florida, as thereafter further amended (the "Agreement"); and

WHEREAS, the Agreement provides for calculation of rates; and

WHEREAS, the Agreement provides for adjustment of rates for fuel increases and the parties wish to amend the Agreement to include the amended rates;

WHEREAS, the parties desire to replace Exhibit B to the Agreement with a modified Exhibit B that includes the adjusted rates as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and representations set forth herein, the parties agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. City of Fruitland Park Collection and Disposal Rates is deleted and replaced with new Exhibit B attached hereto and made a part hereof.

3. This Amendment to Restated Solid Waste Collection Agreement shall be effective upon approval by the City Commission for invoices issued in September 2026 by the City to customers.

4. All other terms of the Agreement not amended as stated herein shall remain in full force and effect.

   Dated this _____ day of _____ 2026.

CITY OF FRUITLAND PARK

By:_____
Chris Cheshire, Mayor

ATTEST:

_____
Gwen Johns, City Clerk

WASTE MANAGEMENT INC. OF FLORIDA

By:_____
_____, President

ATTEST:

By:_____

Attachment A

Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices
https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R1Z_DPG&f=M
11:22:02 GMT-0400 (Eastern Daylight Time)
Source: U.S. Energy Information Administration

Month	Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices Dollars per Gallon	WM Surcharge %	6 month Fuel Average
Jun-26	4.80	0.45%	4.59
May-26	5.26		
Apr-26	5.42		
Mar-26	4.91		
Feb-26	3.64		
Jan-26	3.53		
Dec-25	3.59	0.00%	3.67
Nov-25	3.75		
Oct-25	3.63		
Sep-25	3.67		
Aug-25	3.67		
Jul-25	3.72		
Jun-25	3.55	0.00%	3.58
May-25	3.44		
Apr-25	3.54		
Mar-25	3.60		
Feb-25	3.69		
Jan-25	3.67		

Attachment B

Exhibit "C"

City of Fruitland Park Fuel Surcharge Calculator

DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %
4.50	0.00	5.02	2.60	5.16	5.20	5.68	7.80
4.51	0.05	5.03	2.65	5.17	5.25	5.69	7.85
4.52	0.10	5.04	2.70	5.18	5.30	5.70	7.90
4.53	0.15	5.05	2.75	5.19	5.35	5.71	7.95
4.54	0.20	5.06	2.80	5.20	5.40	5.72	8.00
4.55	0.25	5.07	2.85	5.21	5.45	5.73	8.05
4.56	0.30	5.08	2.90	5.22	5.50	5.74	8.10
4.57	0.35	5.09	2.95	5.23	5.55	5.75	8.15
4.58	0.40	5.10	3.00	5.24	5.60	5.76	8.20
4.59	0.45	5.11	3.05	5.25	5.65	5.77	8.25
4.60	0.50	5.12	3.10	5.26	5.70	5.78	8.30
4.61	0.55	5.13	3.15	5.27	5.75	5.79	8.35
4.62	0.60	5.14	3.20	5.28	5.80	5.80	8.40
4.63	0.65	5.15	3.25	5.29	5.85	5.81	8.45
4.64	0.70	5.16	3.30	5.30	5.90	5.82	8.50
4.65	0.75	5.17	3.35	5.31	5.95	5.83	8.55
4.66	0.80	5.18	3.40	5.32	6.00	5.84	8.60
4.67	0.85	5.19	3.45	5.33	6.05	5.85	8.65
4.68	0.90	5.20	3.50	5.34	6.10	5.86	8.70
4.69	0.95	5.21	3.55	5.35	6.15	5.87	8.75
4.70	1.00	5.22	3.60	5.36	6.20	5.88	8.80
4.71	1.05	5.23	3.65	5.37	6.25	5.89	8.85
4.72	1.10	5.24	3.70	5.38	6.30	5.90	8.90
4.73	1.15	5.25	3.75	5.39	6.35	5.91	8.95
4.74	1.20	5.26	3.80	5.40	6.40	5.92	9.00
4.75	1.25	5.27	3.85	5.41	6.45	5.93	9.05
4.76	1.30	5.28	3.90	5.42	6.50	5.94	9.10
4.77	1.35	5.29	3.95	5.43	6.55	5.95	9.15
4.78	1.40	5.30	4.00	5.44	6.60	5.96	9.20
4.79	1.45	5.31	4.05	5.45	6.65	5.97	9.25
4.80	1.50	5.32	4.10	5.46	6.70	5.98	9.30
4.81	1.55	5.33	4.15	5.47	6.75	5.99	9.35
4.82	1.60	5.34	4.20	5.48	6.80	6.00	9.40
4.83	1.65	5.35	4.25	5.49	6.85	6.01	9.45
4.84	1.70	5.36	4.30	5.50	6.90	6.02	9.50
4.85	1.75	5.37	4.35	5.51	6.95	6.03	9.55
4.86	1.80	5.38	4.40	5.52	7.00	6.04	9.60
4.87	1.85	5.39	4.45	5.53	7.05	6.05	9.65
4.88	1.90	5.40	4.50	5.54	7.10	6.06	9.70
4.89	1.95	5.41	4.55	5.55	7.15	6.07	9.75
4.90	2.00	5.42	4.60	5.50	7.20	6.08	9.80
4.91	2.05	5.43	4.65	5.57	7.25	6.09	9.85
4.92	2.10	5.44	4.70	5.58	7.30	6.10	9.90
4.93	2.15	5.45	4.75	5.59	7.35	6.11	9.95
4.94	2.20	5.46	4.80	5.60	7.40	6.12	10.00
4.95	2.25	5.47	4.85	5.61	7.45	6.13	10.05
4.96	2.30	5.48	4.90	5.62	7.50	6.14	10.10
4.97	2.35	5.49	4.95	5.63	7.55	6.15	10.15
4.98	2.40	5.50	5.00	5.64	7.60	6.16	10.20
4.99	2.45	5.51	5.05	5.65	7.65	6.17	10.25
5.00	2.50	5.52	5.10	5.66	7.70		
5.01	2.55	5.53	5.15	5.67	7.75		

Attachment C

Exhibit B Including Administration and Franchise Fees

RATE CODE	(R)RE (C)CO	DESC	FY26	GB DISP	Fuel Surcharge	FP ADMIN	FP FF	IND AMT BILLED	Waste Mgt Rate
SWR001	R	Residential	$24.46	$5.47	$0.11	$2.94	$3.30	$36.28	$30.04
SWC002	C	Commercial curb 1x week	$21.12	$10.67	$0.09	$2.94	$3.48	$38.30	$31.88
SWC001	C	Commercial curb 2x week	$26.97	$11.31	$0.12	$2.94	$4.13	$45.47	$38.40
SWC003	C	1-2yd X 1 WEEK	$57.35	$56.62	$0.25	$2.94	$11.72	$128.88	$114.22
SWC004	C	1-2yd X 2 WEEK	$114.71	$113.23	$0.49	$2.94	$23.14	$254.51	$228.43
SWC037	C	1-2yd X 3 WEEK	$172.07	$169.85	$0.74	$2.94	$34.56	$380.16	$342.66
	C	1-2yd X 4 WEEK	$229.38	$226.46	$0.99	$2.94	$45.98	$505.75	$456.83
		1-2yd X 5 WEEK	$286.72	$283.08	$1.24	$2.94	$57.40	$631.38	$571.04
		1-2yd X 6 WEEK	$344.08	$339.66	$1.48	$2.94	$68.82	$756.98	$685.22
SWC005	C	1-4yd X 1 WEEK	$106.49	$113.23	$0.46	$2.94	$22.31	$245.43	$220.18
SWC006	C	1-4yd X 2 WEEK	$212.92	$226.46	$0.92	$2.94	$44.32	$487.56	$440.30
SWC020	C	1-4yd X 3 WEEK	$319.44	$339.69	$1.38	$2.94	$66.35	$729.80	$660.51
	C	1-4yd X 4 WEEK	$425.88	$452.93	$1.83	$2.94	$88.36	$971.94	$880.64
		1-4yd X 5 WEEK	$532.36	$566.16	$2.29	$2.94	$110.38	$1,214.13	$1,100.81
		1-4yd X 6 WEEK	$638.82	$679.40	$2.75	$2.94	$132.39	$1,456.30	$1,320.97
SWC008	C	1-6yd X 1 WEEK	$147.42	$169.85	$0.64	$2.94	$32.09	$352.94	$317.91
SWC009	C	1-6yd X 2 WEEK	$294.92	$339.69	$1.27	$2.94	$63.88	$702.70	$635.88
SWC022	C	1-6yd X 3 WEEK	$442.31	$509.54	$1.91	$2.94	$95.67	$1,052.37	$953.76
	C	1-6yd X 4 WEEK	$589.77	$679.39	$2.54	$2.94	$127.46	$1,402.10	$1,271.70
		1-6yd X 5 WEEK	$737.21	$849.23	$3.18	$2.94	$159.26	$1,751.82	$1,589.62
		1-6yd X 6 WEEK	$884.62	$1,019.08	$3.81	$2.94	$191.05	$2,101.50	$1,907.51
SWC011	C	1-8yd X 1 WEEK	$163.85	$226.46	$0.71	$2.94	$39.40	$433.36	$391.02
SWC012	C	1-8yd X 2 WEEK	$327.64	$452.93	$1.41	$2.94	$78.49	$863.41	$781.98
SWC018	C	1-8yd X 3 WEEK	$491.47	$679.39	$2.12	$2.94	$117.59	$1,293.51	$1,172.98
	C	1-8yd X 4 WEEK	$655.25	$905.85	$2.82	$2.94	$156.69	$1,723.55	$1,563.92
		1-8yd X 5 WEEK	$819.10	$1,132.31	$3.53	$2.94	$195.79	$2,153.67	$1,954.94
	C	1-8yd X 6 WEEK	$982.93	$1,358.78	$4.23	$2.94	$234.89	$2,583.77	$2,345.94
SWC007		2-4yd X 1 WEEK	$212.98	$226.46	$0.92	$2.94	$44.33	$487.63	$440.36
SWC010		2-6yd X 2 WEEK	$589.84	$679.38	$2.54	$2.94	$127.47	$1,402.17	$1,271.76
SWC013		2-6yd X 1 WEEK	$294.84	$339.70	$1.28	$2.94	$63.88	$702.64	$635.82
SWC014		2-8yd X 1 WEEK	$327.70	$452.92	$1.42	$2.94	$78.50	$863.48	$782.04
SWC015		1-2ydX 1 WK, 2-4ydX 2 WK	$483.19	$509.54	$2.09	$2.94	$99.78	$1,097.54	$994.82
SWC016		8ydX3 WK & CC X 1 WK	$512.59	$690.06	$2.21	$2.94	$120.78	$1,328.58	$1,204.86
SWC017		1-2yd 1-4yd X 1 WEEK	$163.84	$169.85	$0.71	$2.94	$33.73	$371.07	$334.40
SWC019		2-8yd & 4yd X 1 WEEK	$434.19	$566.15	$1.88	$2.94	$100.52	$1,105.68	$1,002.22
SWC021		2-2yd X 1 WK, 1-2yd X 2 WK	$229.41	$226.47	$0.99	$2.94	$45.98	$505.79	$456.87
SWC023		2-4yd X 2 WEEK	$425.84	$452.92	$1.84	$2.94	$88.35	$971.89	$880.60
SWC024		2-2yd X 2 WEEK	$229.42	$226.46	$0.98	$2.94	$45.98	$505.78	$456.86
SWC025		8yd X 4 WK & CC X 1 wk	$676.37	$916.52	$2.91	$2.94	$159.87	$1,758.61	$1,595.80
SWC026		2yd & 4yd X 2 Week	$327.63	$339.69	$1.41	$2.94	$67.17	$738.84	$668.73
SWC027		8yd X 5 WK & CC X 1WK	$840.22	$1,142.98	$3.62	$2.94	$198.98	$2,188.74	$1,986.82
SWC028		2-8yd x 2	$655.28	$905.86	$2.82	$2.94	$156.69	$1,723.59	$1,563.96
SWC029		2-2yd X 1 WEEK	$114.70	$113.24	$0.50	$2.94	$23.14	$254.52	$228.44
SWC030		3-2yd X 1 WEEK	$172.05	$169.86	$0.75	$2.94	$34.56	$380.16	$342.66

SWC031		2-4yd 4-RES	$297.46	$269.14	$1.28	$2.94	$57.08	$627.90	$567.88
SWC032		3-8yd X 2 WEEK	$982.92	$1,358.79	$4.23	$2.94	$234.89	$2,583.77	$2,345.94
SWC033		2-CC X 2 WEEK	$53.94	$22.62	$0.24	$2.94	$7.97	$87.71	$76.80
SWC034		2 yd & 6yd X 1	$204.77	$226.47	$0.89	$2.94	$43.51	$478.58	$432.13
SWC035		6yd X 3 & CC X 1	$463.43	$520.21	$2.00	$2.94	$98.86	$1,087.44	$985.64
SWC036		6yd X 5 WK & CC X 1 WK	$758.33	$859.90	$3.27	$2.94	$162.44	$1,786.88	$1,621.50
SWR003		RES/STP/MLTP		$18.44	$0.11	$2.94	$2.15	$23.64	$18.55

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number:

ITEM TITLE: **CITY ATTORNEY REPORT**

MEETING DATE: **August 27, 2026**

DATE SUBMITTED: August 21, 2026

SUBMITTED BY: City Attorney

Amendment 3. On August 13, 2026, Florida's Attorney General issued revised ballot language to correct deficiencies found by the Court. A copy of the ballot title and summary is attached.

FUNDS BUDGETED: **N/A**

ATTACHMENT: **August 13, 2026 Letter from Attorney General Uthmeier**

RECOMMENDATION: **N/A**

ACTION: **N/A**

STATE OF FLORIDA

JAMES UTHMEIER
ATTORNEY GENERAL

August 13, 2026

The Honorable Cord Byrd
Secretary of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dear Secretary Byrd,

Our notice declining further appeals in *Save Our Voters From Misleading Ballot Language, Inc. v. Byrd* has triggered my responsibility, pursuant to section 101.161(3)(c)2., Florida Statutes, to revise the ballot statement for the legislatively proposed constitutional amendment entitled "Save Our Homes From Excessive Property Taxes" (Amendment 3). I have therefore prepared and hereby submit to you the following revised ballot statement, which corrects the deficiencies identified by the court:

CONSTITUTIONAL AMENDMENT
ARTICLE VII, SECTIONS 4, 6, AND 9
ARTICLE XII

INCREASED HOMESTEAD EXEMPTION; LOWER CAP ON INCREASES IN NON-HOMESTEAD PROPERTY ASSESSMENTS.—

This amendment increases the homestead exemption, for all non-school taxes, to $150,000 in 2027 and $250,000 in 2028, and adjusts for inflation thereafter. It requires the Legislature to prescribe a uniform procedure for counties and municipalities, for their respective levies, to increase the homestead exemption up to full assessed value, and allows special districts, subject to referendum approval, to do the same.

Persons who are not Florida residents on December 31, 2026, will receive the existing homestead exemption upon qualifying for a homestead exemption, with the increased homestead exemption

PL-01, The Capitol, Tallahassee, Florida 32399-1050, Telephone (850) 414-3300 Fax (850) 487-2564

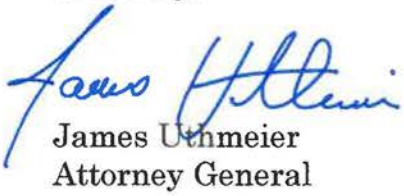
beginning with the fifth year of exemption, to the extent permitted by the U.S. Constitution.

This amendment reduces the annual cap on assessment increases for non-homestead properties from 10% to 5%.

This amendment requires counties and municipalities to use property taxes solely for public safety, education and schools, infrastructure, natural resources, bond debt service, retirement benefits for employees, and operations and administration. Other expenditures may be approved by county officers or county or municipal governing bodies unless prohibited by general law, notwithstanding Article VII, Section 9(a) of the Florida Constitution, which allows counties and municipalities to levy property taxes for their respective purposes.

This amendment takes effect January 1, 2027.

Sincerely,



James Uthmeier
Attorney General