



FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

January 11, 2018

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Seth Mulford, Grace Bible Baptist Church

Pledge of Allegiance – Police Chief Michael Fewless

2. ROLL CALL

3. LOCAL PLANNING AGENCY

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

4. CONSENT AGENDA

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

Approval of Minutes (city clerk)

December 14, 2017 regular meeting minutes

5. REGULAR AGENDA

(a) Resolution 2018-002 Proposed Recreation Fees (city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR USE OF CITY FACILITIES AND SERVICES; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2018-003 Relatives and Personal Relationships – Mayor and Commissioners (city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A POLICY APPLICABLE TO MAYOR AND COMMISSIONERS RELATING TO RELATIVES AND PERSONAL RELATIONSHIPS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **ITB 2017-001 New Public Library Facility Construction and Contract Award** (city manager/community development director)
Consider the selection negotiating committee's recommendation to award a contract to the lowest bidder on ITB 2017-001 New Public Library Facility Construction and Contract Award. (Tabled from the November 9, 2017 regular meeting.)
- (d) **ITB 2017-002 Site Development of a New Public Library Facility Construction and Contract Award** (city manager/community development director)
Consider the selection negotiating committee's recommendation to award a contract to the lowest bidder on ITB 2017-002 Site Development of a New Public Library Facility Construction and Contract Award. (Tabled from the November 9, 2017 regular meeting.)
- (e) **Financial Report – November 2017** (city treasurer)

QUASI-JUDICIAL PUBLIC HEARING

- (f) **Ordinance 2018-002 – Rezoning and Development Agreement – Petitioner: First Baptist Church of Leesburg Inc.** (city manager/community development director/city attorney)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 + ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 25, 2018.)

**(g) Resolution 2018-004 Site Plan Approval - Mesos Medical Office -
Petitioner: Carrie Ross Blevins** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A 5,954 SQUARE FEET MEDICAL OFFICE BUILDING LOCATED ON 466A IN FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

**(h) Ordinance 2018-001 - Site Specific Comprehensive Plan - FLUE
Petitioner: Terry F. and Rachel Ann Ross** (city manager/attorney/
community development director)

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA PURSUANT TO 163.3187(1), FLORIDA STATUTES; CHANGING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY PROVIDING TEXT AMENDMENTS SPECIFIC TO LOTS 15 - 19, BLOCK B, FIRST ADDITION TO DREAM LAKE SUBDIVISION, CONSISTING OF LESS THAN 10 ACRES IN SIZE, LOCATED ON SUNSET WAY, FOREST STREET AND PENNSYLVANIA AVENUE, SPECIFYING ALLOWABLE USES ON THE PROPERTY; AMENDING THE FUTURE LAND USE MAP AND FUTURE LAND USE DESIGNATION TO MULTI-FAMILY LOW DENSITY AS LIMITED BY THE SITE SPECIFIC AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 25, 2018.)

**(i) Resolution 2018-001 Special Exception Use - Petitioner: Terry F. and
Rachel Ann Ross** (city manager/attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A SPECIAL EXCEPTION USE IN THE R-2 ZONING DISTRICT TO ALLOW DUPLEXES, ON THE HEREIN DESCRIBED PROPERTY LOCATED ON STREET, CITY OF FRUITLAND PARK, FLORIDA, OWNED BY TERRY AND RACHEL ROSS; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

PUBLIC HEARING

(j) Second Reading and Public Hearing – Ordinance 2017-030 Solid Waste Increase (city treasurer/city attorney)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2018; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 14, 2017.)

(k) Second Reading and Public Hearing - Ordinance 2017-031- Personnel Policy and Procedures - Education Reimbursement Program (city attorney/city manager)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING REVISIONS TO POLICY 10.1 IN CHAPTER X IN THE CITY OF FRUITLAND PARK'S PERSONNEL POLICIES AND PROCEDURES MANUAL ADOPTED IN ORDINANCE 2017-016; PROVIDING FOR DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 14, 2017.)

END OF PUBLIC HEARING

6. OFFICERS' REPORTS

(a) City Manager

- i. Northwest Lake Community - Cales Park Multipurpose Soccer Field Complex Status Report**
- ii. Public Works Department – Streets and Sidewalks Status Report**

(b) City Attorney

- i. James and Rita Homonai v. City of Fruitland Park**
- ii. Green v. City of Fruitland Park, Hunnewell, Isom and Isaacs**
- iii. Notice of Claim – James Hartson**
- iv. Notice of Claim – Larry Odum**

7. 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.

8. COMMISSIONERS' COMMENTS

(a) **Commissioner Ranize**

(b) **Commissioner Lewis**

(c) **Commissioner Bell**

(d) **Vice Mayor Gunter, Jr.**

9. MAYOR'S COMMENTS

City Commission 2018 Proposed Workshops

10. ADJOURNMENT

DATES TO REMEMBER

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

January 12, 2018 – LCLC *Let Cities Work Initiative and Organizational Meeting*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

January 12, 2018 – Movie on the Lawn - Cancelled

January 15, 2018, Dr. Martin Luther King Jr. Birthday – City Offices Closed

January 23, 2018, Lake Emergency Management Services Inc., Finance Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, FL 32778 at 2:00 p.m.

January 23, 2018, Lake Emergency Management Services Inc., Employee Issues Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, FL 32778 at 3:00 p.m.

January 23, 2018, Lake Emergency Management Services Inc., EMS Operations Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, FL 32778 at 4:00 p.m.

January 25, 2018, City Commission Regular at 6:00 p.m.

February 1, 2018, City Commission Regular at 6:00 p.m.

February 9, 2018 – LCLC *TBD*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

February 9, 2018 – Movie on the Lawn *The Emoji Movie* at 6:00 p.m.

February 10-16, 2018, Love Week

Saturday February 10, 2018 *5k Love Run*, City Hall at 8:00 a.m.

February 12, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

February 13, 2018, Lake Emergency Management Services Inc., Board of Directors Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, FL 32778 at 2:30 p.m.

February 22, 2018, City Commission Regular at 6:00 p.m.

February 28, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

March 8, 2018, City Commission Regular at 6:00 p.m.

March 9, 2018 – LCLC *TBD*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

March 9, 2018 – Movie on the Lawn *TBD* at 6:00 p.m.

March 22, 2018, City Commission Regular at 6:00 p.m.

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



**AGENDA ITEM
NUMBER
3**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Local Planning Agency Meeting		
For the Meeting of:	January 11, 2018		
Submitted by:	City Manager/Community Development Director/City Attorney		
Date Submitted:	December 14, 2017		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	LPA Agenda		
Description of Item:			
Action to be Taken: As Soon as Practical, recess to LPA.			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

AN ORDINANCE OF THE (CITY ~~OR COUNTY~~) OF Fruitland Park, FLORIDA, DESIGNATING AND ESTABLISHING THE City Commission AS ITS LOCAL PLANNING AGENCY PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT OF 1975 (Chapters 163.3161 - 163.3211, Florida Statutes); SETTING FORTH SAID AGENCY'S DUTIES AND RESPONSIBILITIES; ESTABLISHING SAID AGENCY'S ORGANIZATION, RULES AND PROCEDURES; REQUIRING THAT ALL MEETINGS BE PUBLIC AND PROVIDING FOR THE KEEPING OF PUBLIC RECORDS; PROVIDING FOR FINANCIAL SUPPORT; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED INVALID; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF. *THIS IS AN EMERGENCY ORDINANCE EFFECTING THE WELFARE OF THE CITIZENS.* BE IT ORDAINED BY THE City Commission OF THE (CITY ~~OR COUNTY~~) OF Fruitland Park, FLORIDA:

Section 1. AUTHORITY. This ordinance is enacted pursuant to and in accordance with, provisions of Chapter 163, Florida Statutes (Local Government Comprehensive Planning Act of 1975).

Section 2. DESIGNATION AND ESTABLISHMENT OF LOCAL LAND PLANNING AGENCY. Pursuant to, and in accordance with, Section 163.3174, of Florida Statutes (the Local Government Comprehensive Planning Act of 1975) the City Commission is hereby designated and established as the local planning agency for the (City) incorporated territory of Fruitland Park, Florida.

Section 3. DUTIES AND RESPONSIBILITIES OF THE LOCAL PLANNING AGENCY. The local planning agency, in accordance with the Local Government Comprehensive Planning Act of 1975, Section 163.3161-3211, Florida Statutes, shall:

- (a) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the (City ~~OR COUNTY~~) of Fruitland Park;
- (b) Coordinate said comprehensive plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the State of Florida;

- (c) Recommend said comprehensive plan or elements or portions thereof to the City Commission for adoption; and
- (d) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

Section 4. ORGANIZATION, RULES AND PROCEDURES OF THE AGENCY.

Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in The City Charter.

Section 5. PUBLIC MEETINGS AND RECORDS. All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Section 6. The City Commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975, expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the City Commission.

Section 6. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by an court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portions thereof.

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions of the governing body in conflict herewith are hereby repealed.

Section 8. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption, as an emergency ordinance.

PASSED AND ADOPTED BY THE City Commission OF THE (CITY ~~OF~~) OF Fruitland Park, FLORIDA, THIS 24 DAY OF June, A.D., 1976

Jack Deulh
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived



**AGENDA ITEM
NUMBER
4**

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes		
For the Meeting of:	January 11, 2018		
Submitted by:	City Clerk		
Date Submitted:			
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes (Forthcoming)		
Description of Item:	<p>Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.</p> <p>Approve the December 14, , 2017 regular minutes</p>		
Action to be Taken:	Approval		
Staff's Recommendation:	Approval, if there are no corrections or amendments.		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor



**AGENDA ITEM
NUMBER**
5a

5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-002 Recreation Fees Schedule			
For the Meeting of:	January 11, 2018			
Submitted by:	City Manager/Parks and Recreation Director			
Date Submitted:	December 14, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:				
Proposed changes to the recreation fee schedule, Section 99.90 of the city code.				
Action to be Taken: Adopt Resolution 2018-002.				
Staff's Recommendation:. Approval.				
Additional Comments: Fee schedule revisions discussed at the November 9 and December 14 2017 regular meetings.				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2018-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR USE OF CITY FACILITIES AND SERVICES; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes and Sec. 99.90 of the City of Fruitland Park Code of Ordinances to establish fees for use of its facilities and services offered; and

WHEREAS, the City Commission desires to recover expenses in maintaining its facilities and in providing services; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined these expenses should be passed on to the users.

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby adopts the Recreation and Facilities Fee Schedule attached hereto as **Exhibit A**.
3. All fees in conflict with the provisions of this resolution are hereby repealed.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 11th day of January, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A

RECREATION AND FACILITIES FEE SCHEDULE

The uses of city property and services for which the city shall charge a fee and the amount of the fee for each use or service are as follows:

RECREATION FEES

USE OR SERVICE		CURRENT FEE	PROPOSED FEE
Cales Field concession rental, per day		\$20.00	\$10.00
Veteran's Field concession rental, per day		\$20.00	\$10.00
Park pavilion reservation fee		\$20.00/ day	\$5.00/ hour
All Sports	Resident	\$30.00	\$30.00
	Non-Resident	\$35.00	\$30.00
5K Race	Sponsorship	\$200/ year	\$250,\$500,\$1000/ event
	Race Entry Fee: Early Registration	\$20.00	\$20.00
	Race Entry Fee: Day of Rgistration	\$25.00	\$30.00
Pool	Resident Admission, per person	\$2.50	\$2.00 / \$3.00
	Non-Resident Admission, per person	\$3.50	\$2.00 / \$3.00
	Resident 20 visit card, per person	\$45.00	Discontinue
	Non-Resident 20 visit card, per person	\$65.00	Discontinue
	Resident 30 visit card, per person	\$70.00	Discontinue
	Non-Resident 30 visit card, per person	\$100.00	Discontinue
	Resident Season Pass, per person	\$50.00	\$50.00
	Non-Resident Season Pass, per person	\$60.00	\$50.00
	Resident Season Pass, per family	\$150.00	\$150.00
	Non-Resident Season Pass, per family	\$180.00	\$150.00
	Resident Swim Lessons	\$30.00	\$30.00
	Non-Resident Swim Lessons	\$40.00	\$30.00
	Resident Exercise Class: 2days/week/month	\$30.00	\$30.00
	Non-Res Exercise Class: 2days/week/month	\$50.00	\$30.00
	Resident Exercise Class: 2days/week/month	\$40.00	\$40.00
	Non-Res Exercise Class: 2days/week/month	\$60.00	\$40.00
	Resident Lap Swim	\$2.00	\$2.00
	Non-Resident Lap Swim	\$3.00	\$2.00
Resident Private Pool Rental		\$60.00 p/hr	\$60.00 p/hr
Non-Resident Private Pool Rental		N/A	\$75.00 p/hr

*Non-Resident fees will become Resident pricing.

RECREATION FEES

USE OR SERVICE	OUR	OUR	CITY COMPARISONS			
	CURRENT	PROPOSED	Leesburg	Mt. Dora	Eustis	Tavares
	FEE	FEE				
Cales Field cession rental, per day	\$20.00	\$10.00		\$15/hr Res	Contact	
Veteran's Field cession rental, per day	\$20.00	\$10.00	N/A	\$30/hr Non Res	Joe	N/A
Park pavilion reservation fee	\$20.00/ day	\$5.00/ hour	\$30/day Res \$45/day Non Res	\$10/hr Res \$20/hr Non Res	No Fee	\$60/ half day \$90/ all day
All Sports Resident	\$30.00	\$30.00	SEE SPORTS CHART			
Non-Resident	\$35.00	\$30.00				
5K Race Sponsorship	\$200/ year	\$250,\$500, \$1000/ event	N/A	N/A	N/A	N/A
Race Entry Fee: Early Registration	\$20.00	\$20.00	-	-	-	-
Race Entry Fee: Day of Rgistration	\$25.00	\$30.00	-	-	-	-
Pool Resident Admission, per person	\$2.50	\$3.00	\$2.00	\$1.00	\$2.00	N/A
Non-Resident Admission, per person	\$3.50	\$3.00	\$2.00	\$1.00	\$2.00	N/A
Resident 20 visit card, per person	\$45.00	\$45.00	-	-	-	-
Non-Resident 20 visit card, per person	\$65.00	\$45.00	-	-	-	-
Resident 30 visit card, per person	\$70.00	\$70.00	-	-	-	-
Non-Resident 30 visit card, per person	\$100.00	\$70.00	-	-	-	-
Resident Season Pass, per person	\$50.00	\$50.00	\$50.00	-	-	-
Non-Resident Season Pass, per person	\$60.00	\$50.00	\$50.00	-	-	-
Resident Season Pass, per family	\$150.00	\$150.00	-	-	-	-
Non-Resident Season Pass, per family	\$180.00	\$150.00	-	-	-	-
Resident Swim Lessons	\$30.00	\$30.00	\$25.00	-	\$30.00	-
Non-Resident Swim Lessons	\$40.00	\$30.00	\$40.00	-	\$30.00	-
Resident Exercise Class: 2days/week/month	\$30.00	\$30.00	-	\$2.00	-	-
Non-Res Exercise Class: 2days/week/month	\$50.00	\$30.00	-	\$2.00	-	-
Resident Exercise Class: 2days/week/month	\$40.00	\$40.00	-	-	-	-
Non-Res Exercise Class: 2days/week/month	\$60.00	\$40.00	-	-	-	-
Resident Lap Swim	\$2.00	\$2.00	\$2.00	\$3.00	\$2.00	-
Non-Resident Lap Swim	\$3.00	\$2.00	\$2.00	\$3.00	\$2.00	-

RECREATION FEES

USE OR SERVICE	OUR CURRENT FEE	OUR PROPOSED FEE	CITY COMPARISONS					
			Sport	Leesburg	Mt. Dora	Eustis	Tavares	
All Sports			T-Ball					
Resident	\$30.00	\$30.00	Resident	\$30.00	N/A	N/A	N/A	
Non-Resident	\$35.00	\$30.00	Non-Resident	\$45.00				
			Basketball					
			Resident	\$35.00	\$65.00	\$40.00	N/A	
			Non-Resident	\$50.00	\$65.00	\$40.00		
			Flag Football					
			Resident	\$35.00	N/A	N/A	N/A	
			Non-Resident	\$50.00				
			Soccer					
			Resident	\$25.00	\$65.00	N/A	N/A	
			Non-Resident	\$50.00	\$65.00			
			Kickball					
			Resident	N/A	N/A	\$40.00	N/A	
			Non-Resident			\$40.00		
			Dodgeball					
			Resident	N/A	N/A	\$25.00	N/A	
			Non-Resident			\$25.00		



**AGENDA ITEM
NUMBER
5b**

5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-003 Employment of Relatives – Commission			
For the Meeting of:	January 11, 2018			
Submitted by:	City Attorney			
Date Submitted:	December 14, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Resolution 2018-003 City Commission Relatives and Personal Relationships Policy				
Action to be Taken: Adopt Resolution 2018-003.				
Staff's Recommendation: Approval.				
Additional Comments: Discussed at the December 14 2017 regular meeting.				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2018-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A POLICY APPLICABLE TO MAYOR AND COMMISSIONERS RELATING TO RELATIVES AND PERSONAL RELATIONSHIPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to adopt a policy which prohibits their relatives or those in the same household or with whom they have a personal relationship with from being employed by the City of Fruitland Park while they are sitting on the Commission;

WHEREAS, the City Commission finds this policy is in the best interest of the City of Fruitland Park.

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

Section 1. The City wants to ensure that employment practices do not create situations such as conflict of interest or favoritism and problems with employee morale.

- (a) Relatives of the Mayor or a City Commissioner shall not be employed by the City of Fruitland Park.
- (b) Relatives of the Mayor or a City Commissioner who are employed by the City of Fruitland Park on the date this policy is adopted may continue employment with the City of Fruitland Park.
- (c) Those in a dating relationship or are partners or members of the same household of the Mayor or a City Commissioner shall not be employed by the City of Fruitland Park.
- (d) Employees in a dating relationship or are partners or members of the same household of the Mayor or a City Commissioner on the date this policy is adopted may continue employment with the City of Fruitland Park.
- (e) For purposes of this resolution, relative means an individual who is related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

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

PASSED AND RESOLVED this 11th day of January, 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



**AGENDA ITEM
NUMBER**
5c

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	ITB 2017-001 New Public Library Facility Construction Bids Presentation - Contract Award			
For the Meeting of:	January 11, 2018			
Submitted by:	City Manager/Community Development Director			
Date Submitted:	November 3, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item: Tabled from the November 9, 2017 regular meeting.				
Action to be Taken: Award the construction contract.				
Staff's Recommendation: Approval				
Additional Comments: October 13, 2017 - An invitation to bid pre-bid meeting was held; November 6, 2017 – Bids were due, opened, and announced, and November 7, 2017 – selection committee reviewed and ranked the bids.				

Reviewed by: _____
City Manager

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



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

November 9, 2017

Recommendation for Contractor for new City Library:

Bids were received thru noon on Monday November 6, 2017 and opened at 3:00pm the same day. The following day at 10:00am the review committee met in conference room to review and rank bidders.

Present at review was City Manager, Gary La Venia ; CDD, Charlie Rector ; Librarian, JoAnn Glendinning ; Architect, Jamie Senatore ; City Engineer, Duane Booth ; Architect Assistant, Chris Zipperer

The committee felt that only 3 bidders should be considered.

Mark Cook Builders	Leesburg	\$ 1,731,279.00
Signature Construction Inc.	Fruitland Park	\$ 1,744,000.00
Emmett Sapp Builders	Wildwood	\$ 1,782,000.00

The committee would like to note that **Contractors Base Bid (without fire suppression)** the lowest qualified bid would be Signature Construction Inc. at \$ 1,694,000.00 .

The committee also discussed in depth the City of Fruitland Park local preference ordinance 2009-013 passed on September 24, 2009. Attached is a copy of Sec.33.22 Local preference for your reference. Please note (C).

The committee weighed discussion and agreed with conclusions:

- Signature Construction Inc. built the Library currently in use on Breckman Street , and without any problems or difficulties
- Signature Construction Inc. also built the new well and pump station without any problems or difficulties.
- Signature Construction Inc. also built the City of Fruitland Park Parks and Recreational Office without any problems or difficulties.
- Signature Construction Inc. has been in business located on Hwy27-441 in Fruitland Park for 35 years.

The Committee recommends that Signature Construction Inc. be awarded the construction contract on the new Library.

Gary LaVenia
City Manager


Charlie Rector
Community Development Director

From the Desk of:
Charlie Rector, Community Development Director
City of Fruitland Park

Sec. 33.22. - Local preference.

- (A) In awarding any purchase or contract by competitive bidding, the city commission may give a preference in an amount not to exceed three percent of the bid price to local persons, firms, or corporations.
- (B) For purposes of this section, local persons, firms or corporations shall be defined as those whose principal place of business is located either within 25 miles of the municipal boundaries of the City of Fruitland Park, Lake County, Florida or within Lake County, Florida.
- (C) Should more than one bidder for a particular purchase or contract satisfy the definition of local person, firm, or corporation provided in subsection (b) of this § 33.22, then the city commission may give a greater preference (not to exceed three percent of the bid price) to the bidder whose principal place of business is closest to (or within) the municipal boundaries of the City of Fruitland Park.

(Ord. 2009-013, passed 9-24-09)

**CONTRACT BETWEEN
CITY OF FRUITLAND PARK, FLORIDA AND
[CONTRACTOR NAME]**

THIS CONTRACT is dated as of the _____ day of _____ in the year 2017 by and between the **CITY OF FRUITLAND PARK**, Florida, a municipal corporation, 506 W. Berckman Street, Fruitland Park, Florida 34731, hereinafter called the **CITY**, and [CONTRACTOR NAME], [CONTRACTOR ADDRESS], Florida [ZIP CODE] hereinafter called the **CONTRACTOR**.

ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the CITY and CONTRACTOR and PROFESSIONAL are:

CITY:

Representative: Charlie Rector
Mailing Address: 506 W Berckman Street, Fruitland Park, FL 34731
Physical Address: 506 W Berckman Street
City, State, Zip: Fruitland Park, FL 34731
Office: 352-360-6727
Fax: 352-360-6652
E-mail: crector@fruitlandpark.org

CONTRACTOR:

Representative:
Mailing Address:
Physical Address:
City, State, Zip:
Office:
Fax:
E-mail:
License #:

PROFESSIONAL (Architect) (Designated Professional):

Representative: Jamie Senatore
Mailing Address: 1317 Sumter Street, Leesburg, FL 34748
Physical Address: 1317 Sumter Street, Leesburg, FL 34748
City, State, Zip: Leesburg, FL 34748
Office: 352-787-1121
Fax: 352-728-8292
E-mail: senatoreinc@gmail.com
License #:AR0006808

PROFESSIONAL (Engineer):

Representative: Duane Booth, BESH
Mailing Address: 902 N Sinclair Avenue, Tavares, FL 32778
Physical Address: 902 N Sinclair Avenue
City, State, Zip: Tavares, FL 32778
Office: 352-343-8481
Fax: 352-343-8495
E-mail: duanebooth@besandh.com
License #: 44631

RECITALS

WHEREAS, CITY intends to construct the Work and is engaging the General CONTRACTOR to perform certain labor, supervision and services and provide certain equipment, goods and materials for the Work.

WHEREAS, the CITY and CONTRACTOR each acknowledge that it will act in good faith in carrying out its duties and obligations.

WHEREAS, CONTRACTOR was chosen as CONTRACTOR pursuant to sealed bid under Section 287.057, Florida Statutes, following the guidelines set forth under such statute.

WHEREAS, CONTRACTOR was found to be most responsive, responsible, low bidder to provide construction services for the Work, [Bid 017-001].

WHEREAS, the CONTRACTOR desires to perform such construction services subject to the terms of this Agreement.

WHEREAS, the CITY'S engagement of the CONTRACTOR is based on CONTRACTOR'S representations to the CITY that it (i) is experienced in the type of labor and services the CITY is engaging CONTRACTOR to perform, (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iii) is qualified, willing and able to perform general construction services for the Work; and (iv) has the expertise and ability to provide general construction service which will meet the CITY'S objectives and requirements, and which will comply with the requirements of all governmental, public authorities and agencies having or asserting jurisdiction over the Work.

WHEREAS, CITY and CONTRACTOR each acknowledges that it has reviewed and familiarized itself with this Contract, including the documents enumerated in Article 21 and agrees to be bound by the terms and conditions contained therein.

WHEREAS, CITY has engaged one or more Professionals to perform architectural and/or engineering services for the Work, including preparation of Site-specific Construction Documents.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1
WORK**

- 1.1 CONTRACTOR shall furnish or cause to be furnished, and pay for out of the Construction Price, all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of the Work (or Scope of Services) in accordance with all the terms and conditions of the Contract Documents. The Work is generally described as follows:

**CITY OF FRUITLAND PARK LIBRARY
BID NO. 2017-001
CITY OF FRUITLAND PARK
LAKE COUNTY, FLORIDA**

Build New Library Facility as per plans and specifications

**ARTICLE 2
MANNER OF PERFORMING WORK AND REQUIRED SERVICES**

- 2.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform and complete all Work in a professional and workmanship like manner, and shall conform to the industry standards in Central Florida for construction of a public library. All materials being utilized in the construction and all workmanship shall be completed to the satisfaction of the CITY. CONTRACTOR shall perform and complete its obligations under this Contract using its best skill and attention, and covenants with CITY to furnish management, supervision, coordination, labor and services which (i) expeditiously, economically and properly completes the Work in the manner most consistent with CITY'S interests and objectives, (ii) complies with the Construction Documents and this Contract; and (iii) in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity and cost to the Project.

2.2 **General project services:**

2.2.1 CONTRACTOR agrees to provide all service required to professionally complete its WORK in an expeditious and economical manner consistent with this Contract and the best interests of CITY.

2.2.2 CONTRACTORS shall, in consultation with CITY, PROFESSIONALS and the subcontractors, endeavor to development, implement and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objections of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all parties.

2.2.3 CITY'S designated PROFESSIONAL architect will represent the CITY in dealing with the CONTRACTOR on all design and technical matters, and will administer this Contract. Unless otherwise directed by the CITY, CITY and CONTRACTOR shall communicate with each other in the first instance through the PROFESSIONAL architect. The CITY'S instructions to the CONTRACTOR will be issued through the PROFESSIONAL architect.

2.2.4 CONTRACTOR understands and acknowledges the CITY'S intent that the Project will be complete by the Date of Substantial Completion. CONTRACTOR shall timely prepare and submit the CPM Schedule from the date of Notice to Proceed through the Final Completion date for the CITY'S review and approval. This schedule is to be updated monthly. Failure to submit or update the schedule to reflect current field conditions shall result in non-payment or delay of payment until the CPM is received.

2.3 **Construction Services:**

2.3.1 CONTRACTOR shall supervise and direct its scope of the Work. At a minimum, CONTRACTOR shall:

- i. Provide an on-site job superintendent who shall speak, read and write English, and who shall supervise all trades and direct all construction activities, establish and maintain construction schedules and submit to CITY daily progress reports. The superintendent shall not be a hands-on tradesman. CITY shall retain the authority to remove the superintendent with cause with ten calendar days written notice. The superintendent shall stay on the job through 100% of construction and final punch-list items. The superintendent shall additionally be responsible to coordinate the safety program at the job site. Any person employed by the CONTRACTOR or a subcontractor who is found to be conducting themselves in a detrimental manner shall be removed from the job site immediately upon notification to the superintendent.
- ii. Coordinate trade CONTRACTORS and suppliers, and supervise all construction services.
- iii. Be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Contract.
- iv. Check and approve shop drawings and materials delivered to the site, regularly inspect the Work to determine its compliance with the Construction Documents and this Contract, periodically confer with CITY to assure acceptable levels or quality.
- v. Prepare and maintain Project records, process documents, and staff the site field office.

- 2.3.2 CONTRACTOR shall insure that the Work is in compliance with the Construction Documents and complies with any applicable law, statute, building code, rule or regulation of any public authority or agency having jurisdiction over the Project.
- 2.3.3 CONTRACTOR shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules. CONTRACTOR shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with all applicable schedules to insure timely completion of the Work. If at any time the Project is delayed, CONTRACTOR shall notify CITY as to the probable causes for the delay and possible alternatives, and make recommendations to minimize expense to CITY.
- 2.3.4 The PROFESSIONAL architect will visit the Project Site at intervals appropriate to the state of construction and with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work. The PROFESSIONAL architect's interpretations and decisions shall be final regarding the Construction Documents and the Work.
- 2.4 On-Site Facilities. Commencing on the Date of Commencement and terminating on the Date of Final Completion, the CONTRACTOR shall:
- 2.4.1 Provide an office trailer at the site for the duration of the Contract.
- 2.4.2 Maintain in the office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.
- 2.4.3 Provide temporary toilets at the Site for all workers for the duration of the construction period.
- 2.4.4 Provide a temporary account for water supply for the duration of this Contract, and shall remove it upon completion of the Work.
- 2.4.5 Provide electrical service for the duration of this Contract, and shall provide temporary wiring and shall be responsible for removing such temporary facilities at the completion of the Work.
- 2.5 CONTRACTOR shall, prior to the execution of this Contract, prepare and attach as Appendix A the Contractor's Personnel Chart which lists by name, job category and responsibility the CONTRACTOR'S primary employees who will work on the Project. CONTRACTOR shall promptly inform CITY in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). CITY shall have the right to reject any proposed replacement.

- 2.6 CONTRACTOR (i) shall within ten (10) days of the Notice to Proceed, prepare and provide CITY the Contractor's Subcontractors and Suppliers Chart which lists by name and general Project responsibility each subcontractor and supplier who will be utilized by CONTRACTOR to provide goods or services with respect to the Project; (ii) shall not enter into any agreement with any subcontractor or supplier to which CITY raises a reasonable, timely objection with full compensation to be paid CONTRACTOR, with mark-up, for any premium costs in changing Subcontractors or Suppliers at CITY'S direction; and (iii) shall promptly inform CITY in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). CITY shall have the right to reject any proposed replacement with full compensation to be paid the CONTRACTOR, with mark-up, for any premium costs in changing subcontractors or suppliers at CITY'S direction.
- 2.7 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:
- A. All persons employed by CONTRACTOR during the term of this Contract to perform employment duties within Lake County; and
 - B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.
- 2.8 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, since this Project is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the Work on the Project if state residents have substantially equal qualifications to those of non-residents. CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.
- 2.9 CONTRACTOR acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the CITY and PROFESSIONAL architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents, and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.
- 2.10 Schedule Requirements.
- 2.10.1 The Construction Schedule shall include all pertinent dates and periods for timely completion of the Work.

- 2.10.1.1 Unless otherwise directed and approved by CITY, the CONTRACTOR shall prepare the Construction Schedule as a critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-Site requirements and tasks, so that Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.
- 2.10.1.2 The Construction Schedule shall include (i) the date of the Notice to Proceed, (ii) the required Commencement Date, the required dates of Substantial Completion and Final Completion; (iii) any guideline and milestone dates required by CITY; (iv) any applicable subcontractor and supplier subschedules; (v) a submittal schedule which allows sufficient time for review of documents and submittals; (vi) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and (vii) required decision dates.
- 2.10.1.3 By reviewing the Construction Schedule, CITY and PROFESSIONAL do not assume any of CONTRACTOR'S responsibility.
- 2.10.1.4 CONTRACTOR shall review, on a weekly basis, the actual status of the Work against the Construction Schedule. If the actual status is behind when compared against the Construction Schedule, then the CONTRACTOR shall immediately discuss the status of the Work with the PROFESSIONAL so that proper overall management may be provided.
- 2.10.1.5 CONTRACTOR shall periodically and in all instances when CONTRACTOR anticipates performance of the Work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare an updated Construction Schedule. The updated Construction Schedule shall be accompanied by a narrative report explaining in detail any modifications of the critical path schedule, reasons for modifications, reports corrective action taken or proposed and any other pertinent information to explain how to avoid delay in delivering the work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by CITY.

2.10.2 Delay in Performance.

- 2.10.2.1 CONTRACTOR expressly agrees to complete the Work within the time specified.
- 2.10.2.2 CONTRACTOR shall determine and promptly notify CONTRACTOR and PROFESSIONAL in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by CITY, if

any, are necessary, but no such adjustments shall be effective unless approved in writing by CITY and PROFESSIONAL. CITY may, but is not required to, accept the CONTRACTOR'S adjustments.

2.11 **Subcontractor / Supplier Contracts.** CONTRACTOR shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Contract. It is the intent of CITY and CONTRACTOR that the obligations of Contractor's subcontractors and suppliers inure to the benefit of CITY and CONTRACTOR, and that CITY be a third-party beneficiary of CONTRACTOR'S agreements with its subcontractors and suppliers.

2.11.1 CONTRACTOR shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.

2.11.2 CONTRACTOR shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract that are included by reference in its written contract with CONTRACTOR, and that it will abide by those terms, conditions and requirements.

2.11.3 CONTRACTOR'S written contracts with its subcontractors and suppliers shall preserve and protect the rights of CITY and include the acknowledgment and agreement of each subcontractor or supplier that CITY is a third-party beneficiary of the contract. CONTRACTOR'S agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract, and upon request of CITY, CONTRACTOR'S subcontractors and suppliers will perform services for CITY.

ARTICLE 3 CONTRACT TIME/DAMAGES FOR DELAY

3.1 Time for Performance.

3.1.1 Commencement of Construction. CONTRACTOR shall commence construction of its scope of the Work within ten (10) calendar days of receipt of the Notice to Proceed, hereinafter the "Commencement Date".

3.1.2 Substantial Completion. CONTRACTOR shall accomplish Substantial Completion of its scope of the Work on or before 270 calendar days (the "required date of Substantial Completion") from the issuance of the Notice to Proceed.

- 3.1.3 Final Completion. CONTRACTOR shall accomplish Final Completion of its scope of the Work on or before 300 calendar days from the issuance of the Notice to Proceed, hereinafter the “required date of Final Completion”.
- 3.2 Construction Schedule. CONTRACTOR shall no later than ten (10) calendar days after issuance of the Notice to Proceed prepare and submit a preliminary Construction Schedule to CITY and PROFESSIONAL architect for their review and acceptance.
- 3.3 CONTRACTOR recognizes that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof approved in an addendum to this Agreement and signed by CITY. CONTRACTOR acknowledges that proving the actual loss and damages suffered by CITY if the Work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, CONTRACTOR agrees that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires beyond the time specified in paragraph 3.1 above for Substantial Completion. \$5,000 of the Contract Price shall be consideration for inclusion of this Liquidated Damages provision. Liquidated damages are the sole remedy for delays caused by CONTRACTOR.
- 3.4 In addition to the liquidated damages, there shall be additional incidental damages paid by the CONTRACTOR to the CITY for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by CITY to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by CITY in connection with CONTRACTOR'S failure to timely complete the work.

**ARTICLE 4
CONTRACT PRICE**

- 4.1 CITY shall pay and CONTRACTOR shall accept, as full and complete payment for the CONTRACTOR'S timely and complete performance of the Work in accordance with the Contract Documents the fixed price of [INSERT CONTRACT PRICE] DOLLARS AND 00/100 (\$_____ .00) Base Bid
- (\$_____ .00) Fire Suppression Bid
- (\$_____ .00) Total Bid
- 4.2 The CONTRACTOR agrees that the Contract Price is a fixed price and agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order. The CITY shall pay the CONTRACTOR only for the Contract Price.
- 4.3 Prior to execution of this Contract, CONTRACTOR shall prepare and present to CITY and PROFESSIONAL architect the Contractor's Compensation Schedule which includes, the Schedule of Values for payment of the Contract Price on a lump sum basis for each of

the major [insert number] divisions of construction. The Schedule of Values must reflect total Contract Price. The Compensation Schedule, once approved, shall be attached hereto and incorporated herein as Appendix B.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1 On the 1st day of each month, CONTRACTOR shall submit applications for payment to PROFESSIONAL architect at [insert e-mail address] who will process for payment for Work completed and in duplicate to CITY c/o Treasurer, 506 West Berckman Street, Fruitland Park, FL 34731. Each application shall contain the designation “**Fruitland Park Library**” and shall signify the percentage complete. Attachments to the applications for payment shall identify critical, descriptive data, which reflects all construction activities completed to date for review of the PROFESSIONAL architect and CITY. The CONTRACTOR shall be required to submit an updated Critical Path Method (CPM) schedule with the monthly applications for payment. The CPM is a requirement for payment. Failure to submit or update the schedule to reflect current field conditions shall result in non-payment or delay of payment until the CPM is received.
- 5.2 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes. All requests for payment of retainage shall be in accordance with the Florida Prompt Payment Act.
- 5.3 Progress payments will be made in an amount equal to 90% of the Work completed (with the balance being retainage), but, in each case, less the aggregate of payments previously made and less such amounts as PROFESSIONAL architect may determine or CITY may withhold, including but not limited to liquidated damages. The date on which payment is due shall be referred to as the “Payment Date”. Prior to final payment the CONTRACTOR shall provide all contract close out documents including but not limited to as-builts, operating and maintenance manuals, and warranties. Additional, the CONTRACTOR must complete all punch-list items prior to final payment.
 - 5.3.1 CONTRACTOR shall prepared a list of items to be rendered complete, satisfactory, and acceptable within thirty (30) calendar days after reaching Substantial Completion. Failure of the CONTRACTOR to include any corrective work or pending items not yet completed on the list developed pursuant to this section does not alter the responsibility of the CONTRACTOR to complete all construction services set forth herein. Upon completion of all items on the list, the CONTRACTOR may submit a payment request with its next monthly invoice for all remaining retainage withheld by CITY. If a good-faith dispute exists as to whether one or more items have been completed pursuant to this Contract for Construction, CITY may continue to withhold an amount not to exceed one hundred fifty percent (150%) of the total costs to complete the remaining items. The CONTRACTOR’S project representative shall be required to review these estimates with CITY and sign the estimate in agreement.

- 5.4 Other than as set forth in this Contract, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in connection with its performance hereunder. The CONTRACTOR hereby agrees that the Contract Price is fully loaded and includes all overhead common expenses, travel expenses, administrative and technical support expenses and computer expenses, and administrative expenses, including but not limited to:
- 5.4.1 costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by CONTRACTOR at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Cost for items used by CONTRACTOR shall mean fair market value;
 - 5.4.2 costs incurred to provide site safety (excluding subcontractor safety costs);
 - 5.4.3 costs of removal of debris from the site;
 - 5.4.4 costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;
 - 5.4.5 that portion of the reasonable expenses of CONTRACTOR'S personnel Incurred while travelling in discharge of duties directly connected with the Work;
 - 5.4.6 sales, use or similar taxes imposed by a governmental authority and paid by the General CONTRACTOR; and directly related to the Work.
 - 5.4.7 data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs;
 - 5.4.8 expenses incurred in accordance with CONTRACTOR'S standard personnel policy for relocation and temporary living allowances of personnel required for the Work;
 - 5.4.9 the cost of obtaining and using all temporary utility services required for the Work;
 - 5.4.10 all reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services.
 - 5.4.11 rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers;

- 5.4.12 wages, salaries, bonuses and incentive compensation of CONTRACTOR'S supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on or off the Project Site, including all company overhead and expenses; and
- 5.4.13 cost of fringe benefits, constructions, assessments and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law and is based on the compensation paid to CONTRACTOR'S employees.
- 5.4.14 PROFESSIONAL may withhold all or part of an application for payment to the extent reasonably necessary to protect CITY. If PROFESSIONAL is unable to certify payment in the amount of the application, PROFESSIONAL shall notify CONTRACTOR and CITY as provided for herein. If CONTRACTOR and PROFESSIONAL cannot agree on a revised amount, PROFESSIONAL shall promptly authorize payment for the amount which PROFESSIONAL is able to make such representations to CITY. PROFESSIONAL may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in PROFESSIONAL'S opinion to protect CITY from loss for which CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of
- (i) defective Work not remedied;
 - (ii) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to CITY is provided by CONTRACTOR;
 - (iii) failure of CONTRACTOR to make payments properly to subcontractors for labor, materials or equipment;
 - (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (v) damage to CITY or other contractor;
 - (vi) reasonable evidence that the Work will not be completed within dates established in the Construction Schedule, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or
 - (vii) persistent failure to carry out the Work in accordance with this Contract.

5.5 **Right to Refuse Payment.** PROFESSIONAL'S approval of CONTRACTOR'S invoice shall not preclude CITY from exercising any of its remedies under this Contract. In the

event of a dispute, payment shall be made in accordance with Part VII, Chapter 218, Florida Statutes, for amounts not in dispute, subject to any setoffs claimed by CITY. CITY, to the extent permitted by Part VII, Chapter 281, Florida Statutes, shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to CONTRACTOR due to:

- (i) CONTRACTOR'S failure to perform the Work in compliance with the requirements of this Contract or any other agreement between the parties;
- (ii) CONTRACTOR'S failure to correctly and accurately represent the Work performed in a payment request, or otherwise;
- (iii) CONTRACTOR'S performance of the Work at a rate or in a manner that, in CITY'S opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;
- (iv) Contractor's failure to use funds previously paid CONTRACTOR by CITY, to pay CONTRACTOR'S Project-related obligations including, but not limited to, CONTRACTOR'S subcontractors, materialmen, and suppliers;
- (v) claims made, or likely to be made, against CITY or its property;
- (vi) loss caused by CONTRACTOR or CONTRACTOR'S subcontractors, or suppliers, or
- (vii) CONTRACTOR'S failure or refusal to perform any of its obligations to CITY.

5.6 **Compensation of Contractor's Subcontractors and Suppliers.** Upon receipt of payment from CITY, Contractor shall pay each of its subcontractors and suppliers out of the amount received by Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to Contractor on account of such entity's portion of the Work. CITY shall have no obligation to pay, and shall not be responsible for payments to, Contractor's subcontractors suppliers.

5.7 **Final Payment.** Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor must achieve Final Completion. CITY shall, subject to its rights set forth in this Contract, make final payment of all sums due Contractor in accordance with Part VII, Chapter 218, Florida Statutes.

ARTICLE 6 CITY RESPONSIBILITIES

6.1 CITY, through its PROFESSIONAL, shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

- 6.2 CITY shall pay CONTRACTOR, in accordance with the provisions of this Contract for required services timely submitted and approved and accepted by CITY in accordance with the terms of this Contract and the Contract Documents.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR make the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect costs, progress, and performance of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- 7.4 CONTRACTOR has carefully studied the engineer's drawings, and is aware of the nature of the Work to be performed.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.6 CONTRACTOR has given PROFESSIONAL architect written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the CONTRACTOR Documents, and the written resolution thereof by PROFESSIONAL architect is acceptable to CONTRACTOR
- 7.7 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CONTRACTOR acknowledges and represents it has not relied, and does not and will not rely, upon any representations or warranties by CITY concerning Contract Documents, as no such representations or warranties have been or are hereby made.
- 7.8 CONTRACTOR understands and agrees that the requirements established by the Construction Documents shall be considered as the minimum which will be accepted.

ARTICLE 8 CHANGE ORDERS AND CHANGES TO THE WORK

- 8.1 **Change Order Requests.** Any party to the construction process may request changes to the Work, compensation or applicable schedules after execution of this Contract, and without invalidating this Contract. Unless otherwise specified herein, the

PROFESSIONAL architect shall prepare the change orders and construction change directives. All Change Order requests shall be in writing and approved prior to the work which is the subject of the Change Order being completed, unless otherwise state herein.

- 8.1.1 With respect to such requests for changes by the CONTRACTOR, CONTRACTOR shall prepare and submit written change order requests to the designated PROFESSIONAL architect and CITY.
 - 8.1.2 With respect to requests for changes by parties other than the CONTRACTOR, CONTRACTOR shall promptly review and respond in writing to change order requests submitted by a PROFESSIONAL.
 - 8.1.3 When requested to do so, CONTRACTOR shall prepare and submit to a PROFESSIONAL drawings, specifications or other data in support of a change order request.
 - 8.1.4 Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project.
- 8.2 **CITY-Directed Changes.** CITY may unilaterally direct CONTRACTOR to implement changes in the Work so long as the Work CITY is requiring is not outside of the general scope of this Contract, and CONTRACTOR, upon written direction from CITY, shall proceed with such change.
- 8.3 **Professional-Directed Changes.** A Professional, without the CITY'S prior approval, may authorize or direct CONTRACTOR to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, scope, or approved design elements, and CONTRACTOR shall promptly carry out such changes. Any such minor changes shall be implemented by written field order and executed by the CONTRACTOR.
- 8.4 **Administration of Changes.** The PROFESSIONAL architect and CITY will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
- 8.5 **Compensation for Changes.** With respect to all change order requests involving credit to the CITY or additional compensation to CONTRACTOR, CONTRACTOR shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare and itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the designated PROFESSIONAL.
- 8.5.1 If price quotations for change order requests are determined by the PROFESSIONAL architect to be unreasonable, CONTRACTOR shall, in writing,

justify said quotations or provide additional back-up materials. If after review of the additional information the PROFESSIONAL determines the quotation is unreasonable, the CITY may require that the subject Work be performed on a time and material basis.

8.5.2 CONTRACTOR and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Contract, and shall not be entitled to additional reimbursement for home-office, other non-job site or indirect overhead expenses, or tools necessary for construction.

8.5.3 It is the responsibility of CONTRACTOR to review and approve all pricing of additional work required of its subcontractors and suppliers.

8.5.4 Additional work which is not part of the Contract Documents and which does not impact the critical path shall require an executed change order and is not entitled to an extension of time but CONTRACTOR shall be reimbursed the actual incurred costs and expenses paid to subcontractors and suppliers plus a markup of five percent (5%) to cover General Conditions, Management Fee and overhead and profit.

8.5.4.1 The above conditions apply to CONTRACTOR'S subcontractor and sub-subcontractor.

8.5.5 Additional work which is not part of the Contract Documents and which does impact the critical path shall require a change order and CONTRACTOR is entitled to an extension of time and the actual incurred costs and expenses paid to subcontractors and suppliers plus a markup of ten percent (10%) to cover General Conditions, Management Fee and overhead and profit.

8.5.5.1 The above conditions apply to CONTRACTOR'S subcontractor and sub-subcontractor.

8.6 **Performance of Changes.** Upon receipt of a field order or change order, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents.

8.7 **Disputes Regarding Changes.**

8.7.1 Regardless if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (ii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the CITY issues a Construction Change Directive. No claim shall be prejudiced by performance of the Work so long as the CITY is notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the CITY recites the reasons for its dispute in the written

notice. Failure to notify the CITY in writing shall constitute a waiver of any claim resulting from the change.

- 8.7.2 In the event a change order request is approved by the CITY in the absence of an agreement as to cost, time, or both, the appropriate PROFESSIONAL will (i) receive and maintain all documentation pertaining thereto; (ii) examine such documentation on the CITY'S behalf; (iii) take such other action as may be reasonably necessary or as the CITY may request; and (iv) make a written recommendation to the CITY concerning any appropriate adjustment in the Construction Price or time.
- 8.7.3 A Construction Change Directive is a written order prepared by the PROFESSIONAL and signed by the CITY and the PROFESSIONAL, directing a change in the Work prior to the agreement on any change in the contract price, time or both. The issuance of a Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order. If the Directive provides for a change in the contract price, the adjustment shall be based on one of the following:
- (i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (ii) unit prices stated in the Contract Documents or subsequently agreed upon;
 - (iii) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - (iv) as set forth below.
- 8.7.4 CONTRACTOR shall promptly proceed with the Work upon receipt of a Construction Change Directive, and shall immediately advise the PROFESSIONAL of any disagreement with the method of compensation set forth in the Directive.
- 8.7.5 CONTRACTOR shall sign the Construction Change Directive if CONTRACTOR agrees with the adjustment in the time or contract price. Upon signature, the Change Order Directive shall be effective as a Change Order.
- 8.7.6 If CONTRACTOR does not respond promptly or disagrees with the method of adjustment, the method of adjustment shall be determined by the PROFESSIONAL on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, and shall include a reasonable allowance for overhead and profit. In such case, CONTRACTOR shall keep and present to the PROFESSIONAL an itemized accounting together with appropriate supporting data. Unless otherwise specified herein, costs shall be limited to:
- (i) costs of labor, including social security, unemployment insurance, fringe

benefits required by agreement or custom, and worker's compensation insurance directly attributable to the change;

- (ii) costs of materials, supplies and equipment, including the cost of transportation, whether incorporated or consumed directly attributable to the change;
- (iii) rental costs of machinery and equipment, exclusive of hand tools, whether rented from CONTRACTOR or others directly attributable to the change;
- (iv) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work directly attributable to change; and
- (v) additional costs of supervision and field office personnel directly attributable to the change.

8.7.7 The amount of credit to be allowed by CONTRACTOR to the CITY for a deletion or change which results in a net decrease in the contract price shall be the actual net cost as confirmed by the PROFESSIONAL architect. When there are both increases and decreases in the Work, the allowance for overhead and profit shall be figured on the basis of net increase, if any, of the change.

8.7.8 Pending final determination of the total cost of the Change Directive, amounts not in dispute shall be included in future invoices for payment, accompanied by the Change Order. For costs in dispute, the PROFESSIONAL architect shall make an interim determination for purposes of monthly certification for payment for those costs. Either party may then submit a claim according to other provisions contained herein.

8.8 **Necessity for Signed Writing.** No act, omission or course of dealing shall alter the requirement that change orders shall be in writing and signed by the CITY, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. CONTRACTOR understands and agrees, on behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

ARTICLE 9 CITY'S PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION

9.1 **CITY'S Designated Professional Representative.** Unless otherwise directed by CITY, one designated PROFESSIONAL shall act as CITY'S design representative from the effective date of this Contract until one (1) year from the date of achievement of Substantial Completion.

9.1.1 The PROFESSIONAL so designated will be CITY'S design representative during performance of the Work and will consult with and advise CITY on all design and

technical matters.

9.1.2 The designated PROFESSIONAL will act as initial interpreter of the requirements of this Contract and as CITY'S advisor on claims.

9.2 **Professional Site Visits.** The PROFESSIONAL(s) will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Contract, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

9.3 **Professional Rejection of Work.** The PROFESSIONAL(s) may disapprove or reject Work which does not comply with (i) this Contract including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

9.4 **Professional Evaluations.**

9.4.1 The PROFESSIONAL(s) will review and evaluate the results of all inspections, tests and written reports required by this Contract and by any governmental entity having or asserting jurisdiction over the Project. The PROFESSIONAL(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the PROFESSIONAL(s). The PROFESSIONAL(s) will promptly reject Work which does not conform to any comply with testing requirements.

9.4.2 The PROFESSIONAL(s) may require inspection or testing of any Work in addition to that required by this Contract or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The PROFESSIONAL(s) will take appropriated action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the PROFESSIONAL(s).

9.5 **Professional Submittal Activities.** The PROFESSIONAL(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Contract; and (iii) Contract Price. PROFESSIONAL'S review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. CONTRACTOR remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for

selecting fabrication processes, for techniques or assembly, and for performance of the Work.

- 9.6 **Professional Interpretations.** A PROFESSIONAL will, when requested to do so in writing by CONTRACTOR, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the property execution of the Work. PROFESSIONAL'S interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Contract.
- 9.7 **Professional Change Order Activities.** The PROFESSIONAL(s) will consult with and advise CITY concerning, and will administer and manage, all change order requests and change orders on behalf of CITY.
- 9.8 **Professional Pay Application Activities.** The appropriate PROFESSIONAL will review applications for payment, including such accompanying data, information and schedules as the PROFESSIONAL requires, to determine the amounts due to CONTRACTOR and shall authorize payment by CITY to CONTRACTOR in writing. After the Work is determined to be finally complete and the PROFESSIONAL determines that CONTRACTOR has completed the Work, the PROFESSIONAL will determine whether CONTRACTOR is entitled to final payment, and if so will so certify to CITY in writing.
- 9.9 **Professional Relationship to Contractor.** The duties, obligations and responsibilities of CONTRACTOR under this Contract shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any PROFESSIONAL. CONTRACTOR shall not be a third-party beneficiary of any agreement by and between CITY and any PROFESSIONAL. The duties of CONTRACTOR to CITY shall be independent of, and shall not be diminished by, any duties or obligations of any PROFESSIONAL to CITY.

ARTICLE 10 CONTRACTOR'S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

- 10.1 **Rejection and Correction of Work in Progress.** During the course of the Project, CONTRACTOR shall inspect and promptly, whether at the direction of PROFESSIONAL, CITY, or CONTRACTOR itself, reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 10.1.1 CONTRACTOR shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed.
- 10.1.1.1 CONTRACTOR shall bear all costs of correcting Work, including additional testing and inspections and compensation for all services and expenses necessitated by such corrections for Work that does

not conform to the Construction Documents.

10.1.1.2 CONTRACTOR shall be compensated for all costs of correcting Work, including additional testing and inspections and compensation for all services and expenses, including but not limited to general conditions for extended time, necessitated by such correction for Work installed per the Construction Documents that is later determined by others to not comply with any applicable law, statute, building code, rule or regulation of any governmental, public or quasi-public authority or agency having jurisdiction over the project. CONTRACTOR is not responsible for conformance of the Construction Documents with any applicable laws, codes, statutes, rules or regulations.

10.1.2 CONTRACTOR shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of CITY or other trade contractors or subcontractors caused by CONTRACTOR'S correction or removal of rejected Work, due to lack of conformance to the Construction Documents. If CONTRACTOR fails to correct any destroyed or damaged work, CITY may take such steps as are necessary to repair or replace the destroyed or damaged work and deduct the cost thereof from this contract.

10.2 **Covered or Concealed Work.** If a portion of the Work has been covered, CONTRACTOR shall, if notified to do so by CITY or PROFESSIONAL, uncover the designated portion for observation and then replace it.

10.2.1 If the designated portion of the Work was covered contrary to the request of CITY or PROFESSIONAL, or to requirements specifically expressed in the Construction Documents, CONTRACTOR shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

10.2.2 If the designated portion of the Work was covered prior to a specific request by CITY or PROFESSIONAL that it remain uncovered, CONTRACTOR shall receive additional compensation for the costs of uncovering and replacement or modification of the construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

10.3 **Acceptance of Non-conforming Work.** If CITY prefers to accept Work which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the Construction Price shall be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11
CITY'S RIGHT TO STOP WORK OR RIGHT TO CARRY OUT WORK

- 11.1 If CONTRACTOR fails or refuses to perform or fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with this Contract, CITY may, by written notice, order the CONTRACTOR to cease and desist in performing the Work or any portion of the Work until the cause of the order has been eliminated to the satisfaction of the CITY. Upon receipt of such instruction, CONTRACTOR shall immediately cease and desist as instructed by CITY and shall not proceed further until the cause of the CITY'S order has been corrected, no longer exists, or the CITY instructs that the Work may resume.
- 11.1.1 CONTRACTOR shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause if such stoppages are determined to be the fault of the CONTRACTOR.
- 11.1.2 If CONTRACTOR fails or refuses within seven (7) calendar days to provide adequate assurance to CITY that the cause of such instructions will be eliminated or corrected, then the CITY shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another general contractor, and CONTRACTOR shall be responsible for the cost of performing such Work by CITY.
- 11.1.3 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against CONTRACTOR.
- 11.2 If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to commence and continue correction of such default or neglect within seven (7) calendar days after receipt of the written notice from CITY to do so with diligence and promptness, CITY may after such seven-day period give CONTRACTOR a second written notice to correct such deficiencies. The second written notice shall require CONTRACTOR to correct such default or neglect within three (3) calendar days of receipt of the written notice. If CONTRACTOR fails to correct such deficiencies CITY may, without prejudice to other remedies available to CITY, correct the deficiencies and issue a Change Order deducting from the Contract Price the reasonable cost of correcting such deficiencies, including CITY'S expenses and compensation for the PROFESSIONAL'S additional services made necessary by the default, neglect or failure. Such action by CITY and amounts charged to CONTRACTOR are both subject to prior approval of PROFESSIONAL. If payment then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

ARTICLE 12
INSPECTION, CORRECTION OF WORK,
AND PROJECT CLOSE OUT

- 12.1 **Substantial Completion.** Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection and the required Substantial Completion documentation and items have been produced.
- 12.1.1 When CONTRACTOR believes that the Work is substantially complete, it shall notify CITY and the appropriate PROFESSIONAL that its Work is ready for a Substantial Completion Inspection.
- 12.1.2 At or prior to the Substantial Completion inspection, CONTRACTOR will prepare and furnish to PROFESSIONAL a Declaration of Substantial Completion, which at a minimum must:
- (i) contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between CITY and CONTRACTOR responsibility for security, utilities, damage to the Work and insurance;
 - (ii) include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and
 - (iii) contain signature lines for CITY, CONTRACTOR and PROFESSIONAL.
- 12.1.3 Upon receipt of notification from CONTRACTOR the appropriate PROFESSIONAL will coordinate with CITY and CONTRACTOR a date for inspection of the Work to determine whether the Work is substantially complete.
- 12.1.4 At inspection(s) to determine whether the Work is substantially complete, the PROFESSIONAL will:
- (i) inspect the Work;
 - (ii) list additional items to be completed or corrected; and
 - (iii) determine, in consultation with CITY, whether Substantial Completion of the Work has occurred.
- 12.1.5 If the Work is determined not to be substantially complete, the Work shall be prosecuted until the Work is substantially complete and the inspection process shall be repeated at no additional cost to CITY until the Work is determined to be substantially complete.

- 12.1.6 On or prior to the required date of Substantial Completion, CONTRACTOR shall deliver to the appropriate PROFESSIONAL keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for CITY'S occupancy and use of the Work for its intended purpose. The PROFESSIONAL will obtain and review Substantial Completion documentation and items, and will inform CONTRACTOR of and deficiencies.
- 12.1.7 When CITY, CONTRACTOR and the appropriate PROFESSIONAL agree that the Work has passed the Substantial Completion inspection and CONTRACTOR has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction. Failure of CONTRACTOR to include an item on the list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with this Contract.
- 12.1.8 CONTRACTOR shall promptly correct the Work properly rejected by the PROFESSIONAL or failing to conform to the requirements of this Contract, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting the rejected Work, including additional testing and inspections and compensation for the PROFESSIONAL'S services and expenses made necessary thereby, shall be at CONTRACTOR'S expense.
- 12.1.9 Substantial Completion must be accompanied by a Certificate of Occupancy, unless the Certificate of Occupancy is unattainable outside of CONTRACTOR'S control.
- 12.2 **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and that CONTRACTOR has produced all required Final Completion close-out documentation and items. Final Completion shall not be deemed to have occurred and no final payment shall be due CONTRACTOR or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and all required Final Completion close-out documentation and items have been produced to CITY by CONTRACTOR.
- 12.2.1 When CONTRACTOR believes the Work is finally complete, CONTRACTOR shall notify CITY and the appropriate PROFESSIONAL that the Work is ready for Final Completion inspection.
- 12.2.2 Upon receipt of such notification from CONTRACTOR, the PROFESSIONAL will coordinate with CITY and CONTRACTOR a date for inspection of the Work to determine whether the Work is finally complete.
- 12.2.3 At the Final Completion inspection to determine whether the Work is finally complete, the PROFESSIONAL will:

- (i) inspect the Work;
- (ii) determine whether all items on the list, included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;
- (iii) determine whether the Work complies with (a) this Contract; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards.
- (iv) determine whether required inspections and approvals by the official(s) having or asserting jurisdiction over the Project have been satisfactorily completed; and
- (v) determine, in consultation with CITY, whether the Work is finally complete.

12.2.4 If the Work is not finally complete, CONTRACTOR shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to CITY, until the Work is finally complete.

12.2.5 On or prior to the date of Final Completion, CONTRACTOR shall deliver to the appropriate PROFESSIONAL the following Final Completion close-out documentation and items:

- (i) all operating and instruction manuals not previously produced during commissioning and required maintenance stocks;
- (ii) two (2) sets of as-built drawings and markups;
- (iii) certification and affidavit that all insurance required of CONTRACTOR beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to CITY;
- (iv) written consent of the surety(ies), if any, to final payment;
- (v) full, final and unconditional waivers of mechanics or construction liens, releases of CONTRACTOR'S trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against CITY or CITY'S property;
- (vi) full, final and unconditional certification and affidavit that all of CONTRACTOR'S obligations to contractors, subcontractors, suppliers

and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

- (vii) all written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work, endorsed, countersigned, and assigned as necessary;
- (viii) affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Work;
- (ix) a list of any item(s) due but unable to be delivered and the reason for non-delivery;
- (x) spare parts and attic stock, if any; and
- (xi) any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Work.

12.2.6 The appropriate PROFESSIONAL will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Completion which are submitted by CONTRACTOR, and will immediately inform CONTRACTOR about any deficiencies and omissions.

ARTICLE 13 LICENSES, APPROVALS AND PERMITS

13.1 CONTRACTOR shall obtain all licenses, permits or approvals required for the Work at CONTRACTOR'S expense as part of the Contract Price.

ARTICLE 14 GOODS, PRODUCTS AND MATERIALS

14.1 **Quality of Materials.** CONTRACTOR shall furnish goods, products, materials, equipment and systems which:

- (i) comply with this Contract;
- (ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;
- (iii) are new (unless otherwise specified or permitted) and without apparent damage;
- (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
- (v) are merchantable;

- (vi) are free from defects; and
- (viii) are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

- 14.2 **Installation and Use of Materials.** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case CONTRACTOR shall so inform CITY and PROFESSIONAL and shall proceed as directed by PROFESSIONAL, unless otherwise directed by CITY. CONTRACTOR shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Construction Documents for the Work.
- 14.3 **Unsuitable Materials.** CONTRACTOR shall inform CITY of goods, products, materials, equipment or systems which Contractor knows are unsuitable or unavailable. Approval by CITY and PROFESSIONAL of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by CITY and PROFESSIONAL if such items should be defective or not as previously represented.
- 14.4 **Brand Name or Alternate.** Notwithstanding the foregoing, if a product or service has been identified in the specifications by brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of service that will be acceptable. However, if CONTRACTOR proposes to furnish an alternate product or service after this Contract has been fully executed, CONTRACTOR shall receive the written authorization from the PROFESSIONAL and CITY prior to incorporating such alternate product or service into the Work. An alternate to the product/material specified will only be considered if the product/material is not readily available to meet the construction schedule. Also, such alternate will require cost comparison evidence and if found to be less expensive than the specified material, CITY will be entitled to a credit for the cost difference. For purposes of this paragraph, an alternate shall be defined as a product or material differing substantially in quality and characteristics from the product or material set forth in the Contract Documents. If the Contract Documents specify an "or equal" product or material, an equal is defined as a product or material with the same quality or characteristics as that specified, but differing in brand name.
- 14.5 **Defective Materials.** If during or prior to construction operations CITY or PROFESSIONAL rejects any portion of the Work on the grounds that the Work or materials are defective, the CITY or PROFESSIONAL shall give the General Contractor written notice of the defect. CONTRACTOR shall then have seven (7) calendar days from the date the notice is received to correct the defective condition.

- 14.6 **Security for the Project.** CONTRACTOR shall provide security for the Project, including but not limited to security for its Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work, whether store on or off site by Contractor, its subcontractors, materialmen or others under its supervision.
- 14.7 **Material Safety Data Sheets.** If any chemicals or materials or products containing toxic substances are to be used at any time during this contract, CONTRACTOR shall keep copies of all material safety data sheets on file with the contract documents located in the field office.
- 14.8 **Payment for Materials.** Unless otherwise provided in this Contract, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by CONTRACTOR with procedures satisfactory to CITY to establish CITY'S title to such materials and equipment or otherwise protect CITY'S interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

ARTICLE 15 PERFORMANCE BOND AND PAYMENT BOND

15.1 Bond Requirements.

15.1.1 CONTRACTOR shall be required to provide payment and performance bonds prior to commencing the Work. The amount of the premiums for such bonds shall be included in the Construction Price. Performance and Payment Bonds shall be 100% of the contract amount and shall be executed on forms approved by CITY. All original Performance and Payment Bonds will be submitted to CITY for recording in the public records of Lake County, Florida, at the cost of CONTRACTOR. The bonds will be acceptable to CITY only if the following conditions are satisfied:

- (i) The Surety is licensed to do business in the State of Florida;
- (ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- (iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the contract is issued;
- (iv) The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the contract price exceeds \$500,000, pursuant to Section 287.0935, Florida Statutes;
- (v) The Surety is otherwise in compliance with the Florida Insurance Code;

and

- (vi) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

If the Surety for any bond furnished by CONTRACTOR is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, CONTRACTOR shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to CITY'S approval.

15.1.2 The General CONTRACTOR shall not be required to provide a maintenance bond.

ARTICLE 16 INSURANCE

16.1 CONTRACTOR shall obtain and maintain, at CONTRACTOR'S expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to CITY, insurance containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. CONTRACTOR shall provide CITY proof of insurance prior to Work commencing. CONTRACTOR shall assure that its sub-contractors provide the same types of coverage and minimum limits of liability as required of CONTRACTOR and it is in effect at all times during this Contract.

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hire autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

- (iii) Worker's compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes,

and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the CITY responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Builders Risk Insurance with all-risk perils for 100% of the contract amount.
- (vi) City of Fruitland Park, a Florida municipality, shall be named as additional insured as their interest may appear on all applicable policies.
- (vii) Certificate(s) of Insurance shall provide for a minimum of thirty (30) days prior written notice to CITY of any change, cancellation, or nonrenewal of the required insurance.
- (viii) Certificate(s) of Insurance shall identify the contract number in the Description of Operations section of the Certificate.
- (ix) Certificate of Insurance shall evidence a waiver of subrogation in favor of CITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the CITY.
- (x) Certificate holder shall be CITY OF FRUITLAND PARK
- (xi) All self- insured retentions shall appear on the certificate(s) and shall be subject to the approval of CITY. At the option of the CITY, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The CITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.
- (xiii) CONTRACTOR shall be responsible for subcontractors and their Insurance. Subcontractors are to provide Certificates of Insurance to CITY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the CITY of any insurance supplied by CONTRACTOR or any subcontractor, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

- (xvi) If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

ARTICLE 17 CONTRACTOR'S WARRANTIES AND GUARANTEES

17.1 **One-Year Warranty.** In addition to the warranties and guarantees set forth elsewhere in this Contract, CONTRACTOR, upon request by CITY or PROFESSIONAL, shall promptly correct all failures or defects in the Work for a period of one (1) year after the actual date of Substantial Completion, or the date of acceptance by CITY, whichever is later.

17.1.1 CONTRACTOR shall schedule, coordinate and participate in a walk-through inspection of the Work one (1) month prior to the expiration of the one-year correction period, and shall notify CITY and PROFESSIONAL, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

17.1.2 CONTRACTOR shall be responsible for promptly correcting any deficiencies, at no cost to CITY, within five (5) calendar days after CITY notifies CONTRACTOR of such deficiency in writing.

17.1.3 Should CONTRACTOR fail to promptly correct any failure or defect, CITY may take whatever actions it deems necessary to remedy the failure or defect and the CONTRACTOR shall promptly reimburse CITY for any expenses or damages it incurs as a result of the CONTRACTOR'S failure to correct the failure or defect.

17.2 **Express Warranties and Guarantees – Contractor.** In addition to the warranties and guarantees set forth elsewhere herein, CONTRACTOR expressly warrants and guarantees to CITY:

- (i) that the Work complies with the Construction Documents;
- (ii) that all goods, products materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Document's and (c) merchantable;

and

- (iii) that all management, supervision, labor and services required for the Work shall comply with this Contract and shall be and are performed in a workmanlike manner.
- (iv) All work shall be guaranteed for one (1) year after completion and acceptance unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to CITY under the laws of the State of Florida.

17.3 **Express Warranties and Guarantees – Subcontractors and Suppliers.** CONTRACTOR shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to CITY and CONTRACTOR in a form identical to the warranties, guarantees and other undertakings set forth in this Contract, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees and undertakings shall run to the benefit of CITY as well as CONTRACTOR.

17.4 **Non-Exclusivity and Survival.** The warranties and guarantees set forth in this Article shall be in addition to all other warranties, implied or statutory, and shall survive the CITY'S payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

17.5 **Non-Limitation.** Nothing contained in Paragraph 17.1 shall be construed to establish a period of limitation with respect to CONTRACTOR'S obligations under this Contract. Paragraph 17.1 relates only to CONTRACTOR'S specific obligations with respect to the Work, and has no relationship to the time within which CONTRACTOR'S contractual obligations under this Contract may be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to any contractual obligations pursuant to Paragraph 17.1 or contained elsewhere herein.

17.6 **Commencement of Obligations.** Unless otherwise specified, all of CONTRACTOR'S warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents shall begin on the actual date of Substantial Completion.

ARTICLE 18 TERMINATION OR SUSPENSION OF CONTRACT

18.1 **Termination by City for Cause.**

18.1.1 CITY may terminate this Contract for cause if CONTRACTOR materially breaches this Contract by:

- a. Refusing, failing or being unable to properly manage or perform the Work;

- b. Refusing, failing or being unable to supply sufficient numbers of properly skilled workers or property materials, or maintain applicable schedules;
- c. Refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- d. Disregarding applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority or quasi-public authority having jurisdiction; or
- e. Refusing, failing or being unable to substantially perform in accordance with the terms of any provision of the Contract Documents.

18.1.2 Upon the occurrence of any of the events described in 15.1.1 above, CITY may give written notice to CONTRACTOR setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. At any time thereafter, if the CONTRACTOR fails to initiate the cure or if the CONTRACTOR fails to expeditiously continue such until complete, the CITY may give written notice to the CONTRACTOR of immediate termination, and CITY without prejudice to any other rights or remedies, may take any or all of the following actions:

- a. complete all or any part of the Work, including supplying workers, material and equipment which CITY deems expedient to complete the Work;
- b. contract with others to complete all or any part of the work, including supplying workers, material and equipment which CITY deems expedient to complete the Work;
- c. take such other action as is necessary to correct such failure;
- d. take possession of all materials, tools, construction equipment, and machinery on the site owned or leased by CONTRACTOR;
- e. directly pay the CONTRACTOR'S subcontractors and suppliers compensation due to them from CONTRACTOR;
- f. finish the Work by whatever method CITY may deem expedient; and
- g. require CONTRACTOR to assign CONTRACTOR'S right, title and interest in any or all of CONTRACTOR'S subcontracts or orders to CITY.

18.1.3 If CITY terminates this Contract for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience as set forth below in paragraph 18.3.

18.2 **Termination Due to Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance under this Contract, the Contract shall be cancelled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the goods or services delivered under the Contract.

18.3 **Termination or Suspension for Convenience.** CITY may at any time give written notice to CONTRACTOR terminating this Contract or suspending the Project, in whole

or in part, for the CITY'S convenience and without cause. If CITY suspends the Project for convenience, CONTRACTOR shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension.

18.4 **Contractor's Compensation When Terminated for Convenience.** If this Contract is (i) terminated by CITY pursuant to 15.3; or (ii) suspended more than three (3) months by CITY pursuant to 15.3, CITY shall pay CONTRACTOR specified amounts due for Work actually performed prior to the effective termination date and reasonable costs associated with termination. CITY may agree to additional compensation, if any, due CONTRACTOR. Absent agreement on the additional amount due CONTRACTORS, CITY shall pay CONTRACTOR:

- (i) reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); and
- (ii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or suppliers orders. These costs shall not include amounts paid in accordance with other provisions in the Contract.

18.5 Contractor's Compensation when terminated for cause. If this Contract is terminated by CITY for cause, no further payment shall be made to CONTRACTOR until Final Completion of the Project. At such time, CONTRACTOR shall be paid the remainder of the Construction Price less all costs and damages incurred by CITY as a result of the default of CONTRACTOR, including liquidated damages applicable thereto. CONTRACTOR shall additionally reimburse CITY for any additional costs or expenses incurred.

18.6 Irrespective of the reason for termination or the party terminating, the total sum paid to the CONTRACTORS shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Contract, and shall in no event include duplication of payment.

18.7 Irrespective of the reason for termination or the party terminating, if this Contract is terminated, the CONTRACTOR shall, unless otherwise notified by CITY,

- (i) immediately stop work;
- (ii) terminate outstanding orders and subcontracts;
- (iii) settle the liabilities and claims arising out of the termination of subcontractors and orders with amounts paid by CITY; and
- (iv) transfer title and deliver to CITY such completed or partially completed Work, and, if paid for by CITY, materials, equipment, parts, fixtures, information and such contract rights as the CONTRACTOR has.

- 18.8 The right to terminate or suspend the Work shall not give rise to a duty on the part of either CITY or CONTRACTOR to exercise that right for the benefit of CITY, CONTRACTOR or any other persons or entities.
- 18.9 If CONTRACTOR fails to file a claim within one (1) year from the effective date of termination, CITY shall pay CONTRACTOR only for services actually performed and expenses actually incurred prior to the effective termination date.

ARTICLE 19 DISPUTE RESOLUTION

- 19.1 In the case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Contract or the breach thereof, the parties shall first attempt resolution through mutual discussion.
- 19.2 If the parties cannot resolve any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Contract or the breach thereof through mutual discussion, as a condition precedent to any litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable resolution satisfactory to all parties.
- 19.3 CITY and CONTRACTOR agree that pending the resolution of any dispute, controversy, or question, the CITY and CONTRACTOR shall each continue to perform their respective obligations without interruption or delay, and CONTRACTOR shall not stop or delay the performance of the Work.

ARTICLE 20 DAMAGES AND REMEDIES

- 20.1 CONTRACTORS shall, at its expense, promptly correct, repair or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Contract, or any other applicable warranty or guarantee.
- 20.2 CONTRACTOR shall promptly reimburse CITY for any expenses or damages incurred by CITY as a result of (i) CONTRACTOR'S failure to substantially perform in accordance with the terms of this Contract; (ii) deficiencies or conflicts in the Construction Documents attributable to CONTRACTOR or of which CONTRACTOR was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Contract or any other applicable warranty or guarantee; or (iv) other acts or omissions of CONTRACTOR.
- 20.3 To the fullest extent permitted by law CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify CITY, and its employees, agents, officers and commissioners (related parties) free from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including any and all PROFESSIONAL fees, attorneys' fees and expert witnesses and other consultants) by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those

actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damages or destruction, including loss of use and funding, which may be imposed upon, incurred by or asserted against CITY or related parties allegedly or actually arising out of or resulting from CONTRACTOR'S services, including without limitation any breach of contract or negligent act or omission (i) of CONTRACTOR, or (ii) of the CONTRACTOR'S subcontractors or suppliers, or (iii) of the agents, employees or servants of the CONTRACTOR or its subcontractors or suppliers.

- 20.4 CITY'S selection of one or more remedies for breach of this Contract contained herein shall not limit the CITY'S right to invoke any other remedy available to the CITY under this Contract or by law.
- 20.5 CONTRACTOR shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.
- 20.6 Interest shall be calculated in accordance with Part VII, Chapter 218, Florida Statutes.

ARTICLE 21 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CONTRACTOR and CITY concerning the Work are attached to this Agreement, made a part hereof and consist of the following:

- 21.1 This Contract (pages 1 to 42, inclusive), and all attached documents, appendices and addenda.
- 21.2 All drawing and specifications as set forth in the Invitation to Bid for the Project shall be incorporated herein and made a part of this Contract and are attached hereto as Appendix A.
- 21.3 Certificates of Insurance of CONTRACTOR
- 21.4 Invitation to Bid documents including Addenda
- 21.5 Drawings prepared by James P. Senatore, Inc., dated August 31, 2017, and any revisions thereto, if any, (none), as well as Drawings prepared by (none) dated (N/A) and any revisions thereto, if any, dated (N/A).
- 21.6 The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Approved Change Orders
 - d. Performance Bond
 - e. Payment Bond
 - f. Proof of proper license
 - g. Permit(s) if any
- 21.7 The Contract Documents may only be amended, modified or supplemented by an amendment to this Agreement signed by the parties.
- 21.8 Documents not included or expressly contemplated in this Article do not, and shall not, form any part of this Contract.
- 21.9 CITY shall not furnish CONTRACTOR with a copy of the Construction Documents; provided, however, that the CONTRACTOR may obtain copies of the plans and specifications from a reprographic company having the original documents.
- 21.10 Conflicts. In the event of any conflict, discrepancy, or inconsistency among any of the Construction Documents, the following shall control:
- a. As between figures given on plans and scaled measurements, the figures shall govern;
 - b. As between large-scale plans and small-scale plans, the large-scale plans shall govern;
 - c. As between plans and specifications, the requirements of the specifications shall govern;
 - d. Provided, however, that among the plans and specifications provided by CITY, the more stringent requirement, as determined by CITY, shall take precedence over less stringent requirements regardless of which document the more stringent requirement resides.

ARTICLE 22 SPECIAL TERMS AND CONDITIONS

- 22.1 **Indemnity.** CONTRACTOR shall indemnify and hold CITY and its employees, agents, officers, council members and CONTRACTORS free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, PROFESSIONAL fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representatives, in the performance of CONTRACTOR'S duties set forth in this Agreement.
- 22.2 **Independent CONTRACTOR.** CONTRACTOR agrees that it shall be acting as a CONTRACTOR and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of CITY. CONTRACTOR shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of CITY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or

firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

- 22.3 **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 22.4 **Prohibition against Contingent Fees.** CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 22.5 **Public Records.**
- A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida “Public Records” law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR’S office or facility.
 - B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.
- 22.6 **Grant Funding.** CONTRACTOR agrees and acknowledges that this Project is funded by State grant monies and other local agency monies. CONTRACTOR shall cooperate with CITY in order to assure compliance with all requirements of the funding entity applicable to use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the granting agency, and including receiving no payment until all required forms are completed and submitted.

ARTICLE 23
GENERAL CONDITIONS

- 23.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida, and jurisdiction shall be in the Circuit Court of Lake County, Florida. The parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.
- 23.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 23.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 23.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Contract is intended to or shall create a contractual relationship with, or any rights of cause of action in favor of, any third party against either CITY or CONTRACTOR.
- 23.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 23.6 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, each and every provision of this Agreement.
- 23.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 23.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.
- 23.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof provided the intent of the Agreement remains and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23.10 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by facsimile; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by facsimile shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

(Signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

CONTRACTOR: [CONTRACTOR'S NAME],

ATTEST:

BY: _____
(Signature)

WITNESSES:

NAME: _____
(Print)

TITLE: _____

DATE: _____

CITY:

CITY OF FRUITLAND PARK, FLORIDA

Mayor Chris Cheshire

DATE: _____

ATTEST:

Esther Coulson, City Clerk

**APPENDIX A
CONTRACTOR'S PERSONNEL CHART**

City of Fruitland Park Staff: Gary La Venia, City Manager

CONTRACTOR:

Project Manager:

QA/QC:

Project Superintendent:

APPENDIX B
COMPENSATION SCHEDULE - SCHEDULE OF VALUES

**APPENDIX C
CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS CHART**

Sub-contractors:

Suppliers:

APPENDIX D
SCOPE OF WORK AND PLANS AND SPECIFICATIONS

CITY OF FRUITLAND PARK INVITATION TO BID PRE BID MEETING

October 13, 2017

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park FL 34731

2:00 p.m.

The Invitation to Bid Pre-Bid Meeting was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Friday, October 13, 2017 at 2:00 p.m. to review the qualification criteria for the Construction of New Public Library Facility and Site Development for Construction of a New Public Library Facility.

Members Present: City Manager Gary La Venia; CDD Charlie Rector; City Clerk Esther B. Coulson; Public Works Director Dale Bogle; Administrative Assistant Tracy Kelley; City Engineer Representative Brett Tobias; and Architect Jamie Senatore.

CDD Charlie Rector called the meeting to order at 2:00 p.m.

1. IFB Pre-Bid Meeting

CDD Charlie Rector clarified two separate invitations for bid; project involves City funds, Grant Monies, County and State funds. City Commission to award bid at a later date.

2. Project Specifications / Questions

Following introduction direction for any and all questions relating to either bid to be forwarded to attention of Administrative Assistant Tracy Kelley.

3. Comments

Questions and answers were exchanged:

Q: Where will Facility Retention will located

A: Facility Retention is to be off-site located at existing City Park

Q: General building design

A: Conventional building design of block stucco, Hardi-plank and 24 gauge roof

Q: Is there a Bid Bond Required

A: No

Q: Who is to complete the building pad

A: Building pad to be completed by GC; not dirt hauling, all dirt to be provided by City

Q: Is IT included in facility completion

A: IT is separate contract with County to include everything with exception of GC running conduit

Q: When will site work commence

A: Any time after bid awarded

4. Public Comments

No one from the public appeared before City Staff of the Project Committee.

5. Adjournment

The meeting adjourned at 2:28 p.m.

DRAFT



VIA EMAIL crector@fruitlandpark.org

November 8, 2017

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

**RE: CITY OF FRUITLAND PARK PUBLIC LIBRARY (BESH #081040.0045)
REVISED BID RECOMMENDATION**

Dear Mr. Rector:

We have reviewed the bid packages for completeness and accuracy, and have checked bid requirements for the apparent low bidder, Paqco, Inc. Based upon our review, Paqco, Inc. is the qualified low bidder with a total of \$549,450.00. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E., Principal
duanebooth@besandh.com

DKB:am

cc: Dale Bogle, City of Fruitland Park
Tracy Kelley, City of Fruitland Park



**AGENDA ITEM
NUMBER
5d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	ITB 2017-002 Site Development – New Public Library Facility Construction – Contract Award		
For the Meeting of:	January 11, 2018		
Submitted by:	City Manager/Community Development Director		
Date Submitted:	November 3, 2017		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Tabled from the November 9, 2017 regular meeting.			
Action to be Taken: Award the construction contract.			
Staff's Recommendation: Approval			
Additional Comments: October 13, 2017 - An invitation to bid pre-bid meeting was held; November 6, 2017 – Bids were due, opened, and announced, and November 7, 2017 – selection committee reviewed and ranked the bids.			

Reviewed by: _____
City Manager

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



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

November 9, 2017

Revised Site Bids Reviewed:00

The site bids were reviewed by the committee. Duane Booth the City Engineer was asked to contact the 3 lowest bids and ask them to revise their bids to include the clean fill dirt that will be needed for the site work and building pad.

Revised bids were received on Wednesday November 8, 2017 at 4:00pm from the 3 lowest bidders.

Paqco, Inc.	Leesburg	\$ 549,450.00
Professional Dirt Services	Eustis	\$ 622,579.50
Emmett Sapp Builders	Wildwood	\$ 642,728.94

Note; Paqco Inc. bid was not revised because they had already included supplying clean fill in original bid documents.

Attached is letter of review from Duane Booth at BESH with recommendation to award Paqco Inc.

From the Desk of:
Charlie Rector, Community Development Director
City of Fruitland Park



VIA EMAIL crector@fruitlandpark.org

November 8, 2017

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

RECEIVED NOV 08 2017

**RE: CITY OF FRUITLAND PARK PUBLIC LIBRARY (BESH #081040.0045)
REVISED BID RECOMMENDATION**

Dear Mr. Rector:

We have reviewed the bid packages for completeness and accuracy, and have checked bid requirements for the apparent low bidder, Paqco, Inc. Based upon our review, Paqco, Inc. is the qualified low bidder with a total of \$549,450.00. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E., Principal
duanebooth@besandh.com

DKB:am

cc: Dale Bogle, City of Fruitland Park
Tracy Kelley, City of Fruitland Park

H:\amy\WordPerfect-9.0\City of Fruitland Park - 081040\Library\Bid Docs\Bids\Revised Bids\COFP Recommendation Letter 11-8-17.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com

City of Fruitland Park
Fruitland Park Public Library

CONTRACT DOCUMENTS

prepared for:

City of Fruitland Park

506 W. Berckman Street
Fruitland Park, Florida 34731
Phone (352) 360-6727

prepared by:



902 North Sinclair Avenue — Tavares, Florida 32778 — Lake County
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BESH #081040.0045

Bid No: 2017-002

TABLE OF CONTENTS
FRUITLAND PARK PUBLIC LIBRARY

CONTRACT DOCUMENTS

- INVITATION TO BID
- INSTRUCTIONS FOR BIDDERS
- COVER SHEET
- PROPOSAL
- SCHEDULE OF UNIT PRICES
- TRENCH SAFETY ACT
- AGREEMENT
- WAIVER AND RELEASE OF LIEN FORM
- FINAL WAIVER OF LIENS AND GENERAL CONTRACTOR'S AFFIDAVIT FORM
- CHANGE IN CONTRACT TIME FORM
- GENERAL CONDITIONS
- SUPPLEMENTARY GENERAL CONDITIONS

CITY OF FRUITLAND PARK
FRUITLAND PARK, FLORIDA
INVITATION TO BID

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY
BID NO: 081040.0045
OWNER/BID NO: CITY OF FRUITLAND PARK

LOCATION OF PROJECT:

Northeast corner of intersection of Rose Avenue and W. Berckman Street.

SCOPE OF WORK:

The project generally consists of site grading, utility, drainage and paving work.

DESCRIPTION OF WORK:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of stormwater inlets, utilities, paving, curbing, striping, and earthwork.

RECEIPT OF BIDS:

Sealed bids for the work described herein shall be received until

FRIDAY, SEPTEMBER 29, 2017 @ 10:00 A.M.

at the City of Fruitland Park, 506 W. Berckman Street, Fruitland Park, Florida 34731, at which time and place bids will be publicly opened and read aloud. ALL BIDS MUST BE CLEARLY MARKED "SEALED BIDS" AND WHETHER HAND DELIVERED OR MAILED MUST BE AT CITY OF FRUITLAND PARK CITY HALL, ATTENTION: CHARLIE RECTORCONSIDERED. **Please provide one (1) original and two (2) copies of bid.**

INFORMATION REGARDING BIDDING MATERIAL, ETC:

Complete plans and specifications may be reviewed at the office of City of Fruitland Park City Hall and obtained from said office, with three (3) days notice. **These plans and specifications will be available THURSDAY, AUGUST 31, 2017 @ 1:00 p.m. at City of Fruitland Park City Hall.** For review at the City of Fruitland Park City Hall, contact Charlie Rector, at (352) 360-6727 or e-mail: crector@fruitlandpark.org. All request for further information should also be addressed to Charlie Rector (contact info listed above).

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 1.1 The Bidder is required to examine carefully the sites of the work and the Plans and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Plans and other Contract Documents.
- 1.2 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, and will have inspected the site of the work and will have read and be thoroughly familiar with the plans, specifications and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should take into account the possibility that conditions affecting the work to be done may differ from those indicated.
- 1.3 Any estimate or estimates of quantities of work or materials shown on the Plans or in the Specifications, or based on borings, test excavations, and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved. The CONTRACTOR agrees that he will make no claims against the OWNER if the actual character, quality, quantity or quantities of such work or materials do not conform to the estimated character, quality, quantity or quantities.
- 1.4 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner, and that the quantities submitted by the contractor in the Schedule of Unit Prices are for purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the Schedule of Unit Prices schedule, as a result of changes to the contract, Contractor agrees to accept as compensation for said item the unit prices listed on the Schedule of Unit Prices.
- 1.5 CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid. OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed fifty percent (50%).

2. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in **WRITING** emailed to Duane K. Booth, P.E., Booth, Ern, Straughan & Hiott, Inc., duanebooth@besandh.com or faxed to: 352-343-8495. Requests must be received **by September 22, 2017 @ 5:00 p.m.** Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will

be provided to all contractors via email, **no later than September 25th @ 5:00 p.m.** Any addenda or interpretation requested by the Bidder to be express mailed, will only be done at the Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. PREPARATION OF BIDS

3.1 Bids must be submitted on the attached Proposal and Schedule of Unit Prices. All applicable blank spaces to the project being bid in the Proposal and Bid Form must be filled in legibly and correctly in ink. If there are items that the Contractor feels are omitted from the Bid Form, the Contractor shall provide in writing as described per Section 2 above, to the Engineer of Record for clarification. Per Paragraph 3.5 below, the Bidder shall specify the quantity and price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the Total Price for the entire work under the Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Schedule of Unit prices. Bids shall be on a lump sum basis. In addition to the lump sum amount the City will also consider the experience of the firms submitting bids in completing similar projects.

3.2 All Bidders who will be performing work will submit, with their bids, proof of adequate insurance coverage and copy of current license.

3.3 All prospective Bidders are advised that this project is subject to the Florida Sales Tax. Bidders shall include in their bids any sales or use taxes which they are required by law to pay.

3.4 The Bidder shall include with his bid, a list of similar, successfully completed projects which include, at the minimum, the following information: (a) Name of Job, (b) Brief Description of Work, (c) Total Dollar Amount of Work, (d) Owner's Information (including contact name, title, address and phone number), (e) Design Engineer's Information (including contact name, title, address and phone number).

3.5 The bid shall be submitted with the Bid Cover Sheet filled in completely and all bid forms and requested items in 3.1 - 3.4 attached in the same order as listed above.

4. RECEIPT AND OPENING OF BIDS

- 4.1 The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities or reject any and all bids.
- 4.2 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.
- 4.3 Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.
- 4.4 The OWNER reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids.
- 4.5 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
- (a) Submission of more than one bid for the same work by an individual, partnership, or corporation under the same or different names;
 - (b) Evidence of collusion among Bidders;
 - (c) Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items;
 - (d) Lack of competency of Bidder (the Contract will be awarded only to a Bidder rated by the ENGINEER as capable of performing the work as specified; the ENGINEER may declare any Bidder ineligible at any time during the process of receiving proposals or awarding the Contract where developments arise which, in the opinion of the ENGINEER, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the ENGINEER to present additional evidence before final action is taken);
 - (e) Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.

5. ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.1 The correct summation of the correct products, obtained by multiplying the quantities submitted by the Contractor on the Schedule of Unit prices by the unit bid prices entered therein, together with lump sum prices if any, will be considered as

the Total Bid Price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

- 5.2 If the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may negotiate the contract with the Bidder with the lowest bid so as to produce a net amount which is within the available funds. If low bid is less than the amount of funds, the OWNER may elect to increase the scope of work based on the unit pricing so as to maximize work based on funding.
- 5.3 An award of the contract will not be made until the necessary investigations of the responsibility of the low Bidders has been made. Unless all bids are rejected, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the OWNER. Such award will be made, or all bids rejected, within one hundred twenty (120) calendar days after the opening of bids.
- 5.4 When the Contract has been executed on the part of the OWNER, it shall be forwarded to the CONTRACTOR together with a notice from the ENGINEER to commence work. The notice to proceed will include the time for completion.
- 5.5 Contractor agrees to begin work within thirty (30) calendar days from date of written Notice to Proceed.
- 5.6 Time is of the essence with this contract. Contractor shall be evaluated based upon both price, as well as upon time to complete the project as indicated by the Bidder on the Proposal.

6. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

- 6.1 Simultaneously with his delivery of the executed Contract, the successful Bidder will be required to deliver to the OWNER, an executed performance and payment bond in the amount of 110% of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on standard forms, and having as surety a company authorized to do business in Florida, and which is listed by the U.S. Treasury Department as approved for writing bonds in the amount not less than 110% of the contract price.

7. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

8. WARRANTY

The Contractor warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The Contractor will provide the Owner with all warranties pursuant to the terms of the general conditions. In the event that the Contractor must return to perform warranty work, the Contractor must thereafter provide for an extended

warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater. Prior to issuance of final payment, the Contractor shall submit to the Owner a Maintenance Bond for one (1) year valued at 10% of the contract total.

9. **APPLICATION FOR PROGRESS PAYMENT**

Applications for Payment shall be as outlined in the Contract Documents submitted less ten (10%) percent retainage.

10. **TIME OF COMPLETION**

The work shall be completed as outlined in the Agreement.

11. **FLORIDA TRENCH SAFETY ACT**

The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFR s 1926.650 Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

COVER SHEET

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY

BID NO:

OWNER: CITY OF FRUITLAND PARK

NAME OF CONTRACTOR: _____

BID TOTAL \$ _____

CONTACT INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NO: _____

EMAIL: _____

PROPOSAL

TO: CITY OF FRUITLAND PARK
506 W. BERCKMAN STREET
FRUITLAND PARK, FL 34731

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY

BID NUMBER:

The undersigned CONTRACTOR hereby declares that the only person or persons interested in the bid as principal or principals are or are named herein, and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into, that his bid is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respects fair and in good faith without collusion or fraud.

The CONTRACTOR further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done and that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the submission of bids, and that he has satisfied himself relative to the work to be performed.

The CONTRACTOR proposes and agrees, if this bid is accepted, to contract with the OWNER as listed above, in the form of a contract specified for the construction of the above referenced project located in Lake County, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications, and contract documents, to the full and entire satisfaction of the OWNER or his representative for the **TOTAL PRICE of:**

_____ Dollars and _____ Cents
(\$_____) based upon the undersigned's own estimate of quantities and costs and including sales, consumer use, and other taxes, and overhead and profit.

The CONTRACTOR further proposes and agrees, upon written acceptance of this bid, to commence work under this contract within thirty (30) consecutive calendar days after the date contained in the written notice to proceed, and to fully complete all work under this contract in accordance with the following schedule:

Substantial Completion - _____ days
Final Completion - _____ days
For a total contract time of _____ days

NAME _____ OF _____ CONTRACTOR _____
_____ ADDRESS _____
_____ PHONE _____
_____ BY _____ TITLE _____ DATE _____

CITY OF FRUITLAND PARK PUBLIC LIBRARY

	Description	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION		LS		\$ -
2	DEMOLITION		LS		\$ -
3	SILT FENCE		LF		\$ -
4	CONSTRUCTION ENTRANCE		EA		\$ -
5	EARTHWORK		LS		\$ -
6	WEIR AND SKIMMER		LS		\$ -
7	SOD BAHIA		SY		\$ -
8	SEED AND MULCH		SY		\$ -
9	12" STABILIZATION		SY		\$ -
10	8" LIMEROCK BASE		SY		\$ -
11	2" Type III ASPHALT		SY		\$ -
12	MODIFIED TYPE "D" CURB		LF		\$ -
13	SIDEWALK		SY		\$ -
14	STRIPING		LS		\$ -
15	SIGNAGE		LS		\$ -
16	DETECTABLE WARNING MATS		LS		\$ -
17	DUMPSTER ENCLOSURE		LS		\$ -
18	OPEN CUT EXISTING ROSE AVE.		SY		\$ -
19	18" RCP		LF		\$ -
20	24" RCP		LF		\$ -
21	30" RCP		LF		\$ -
22	TYPE 6 MOD. INLET 0' - 6'		EA		\$ -
23	TYPE 6 MOD. INLET 6' - 8'		EA		\$ -
24	STORM MANHOLE 0' - 6'		EA		\$ -
25	STORM MANHOLE 6' - 8'		EA		\$ -
26	STORM MANHOLE 8' - 10'		EA		\$ -
27	STORM MANHOLE 10' - 12'		EA		\$ -
28	TYPE "C" INLET 0' - 6'		EA		\$ -
29	30" MES W/ENERGY DISSIPATORS		EA		\$ -
30	8" WATER MAIN		LF		\$ -
31	FH ASSEMBLY		EA		\$ -
32	2" POLY SERVICE		LF		\$ -
33	WATER MAIN FITTINGS / APPURTENANCES		LS		\$ -
34	4" SANITARY SEWER SERVICE		LS		\$ -
35	REPAIR EXISTING		LS		\$ -
36	MAINTENANCE OF TRAFFIC		LS		\$ -
37	CONSTRUCTION STAKING		LS		\$ -
38	TESTING		LS		\$ -
39	AS-BUILTS		LS		\$ -
40	PAYMENT AND PERFORMANCE BOND		LS		\$ -
41	MAINTENANCE BOND		LS		\$ -
	TOTAL				\$ -

The Contractor's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA standards 29CFRs 1926.650, Subpart P, as the state's trench excavation safety standards. The Contractor shall list separately the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Contractor shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis. The successful Contractor is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

The following costs are for information purposes only and no separate payment will be made for compliance with the Florida Trench Safety Act.

1. Trench Safety System - OSHA Compliance

_____ LF \$ _____ (UNIT PRICE) _____ (METHOD) \$ _____ (TOTAL PRICE)

2. Trench Safety Special Shoring Requirements (system & sq. ft. quantity to be identified by Contractor)

_____ SF \$ _____ (UNIT PRICE) _____ (METHOD) \$ _____ (TOTAL PRICE)

System to be used: _____

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

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017, by and between **City of Fruitland Park** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of a roadside drainage system including a ditch bottom inlet, concrete collar, perforated pipe, roadway repair, and alternate pricing for resurfacing 20' road section.

Article 2. ENGINEER.

Engineer: **BOOTH, ERN, STRAUGHAN & HIOTT, INC.**
 902 North Sinclair Avenue
 Tavares, Florida 32778

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - ____ calendar days after the issuance of the Notice to Proceed.

Final Completion - ____ calendar days after the substantial completion date.

For a total contract time of ____ days.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred, Fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred, Fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

TOTAL OF ALL UNIT PRICES:

(use words)

\$ _____ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at our contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which

CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.8 Contractor acknowledges the presence of a shared work site and agrees to coordinate work schedules with other contractor in order to ensure the timely and successful completion of the work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages **1** to **6**, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.7 General Conditions (pages **1** to **40**, inclusive).

- 8.8 Supplementary Conditions (pages **1** to **15**, inclusive).
- 8.9 Supplementary Conditions Construction FDEP (pages **1** to **25**, inclusive).
- 8.10 Drawings consisting of a cover sheet and sheets numbered **1** through **10**, inclusive with each sheet bearing the following general title: **Fruitland Park Public Library.**
- 8.11 Addenda numbers _____ to _____, inclusive.
- 8.12 CONTRACTOR'S Bid (pages) **Schedule of Unit Prices**, inclusive).
- 8.13 Documentation submitted by CONTRACTOR prior to Notice of Award (pages **N/A**, inclusive).
- 8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. Miscellaneous.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents

shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Agreement).

OWNER CITY OF FRUITLAND PARK

ADDRESS FOR GIVING NOTICES:

NAME/TITLE: _____

506 W. Berckman Street
Fruitland Park, FL 34731

BY: _____

{CORPORATE SEAL}

ATTEST: _____

CONTRACTOR _____

ADDRESS FOR GIVING NOTICES:

NAME/TITLE: _____

BY: _____

{CORPORATE SEAL}

ATTEST: _____

LICENSE NO. _____

WAIVER AND RELEASE OF LIEN

___PARTIAL RELEASE
___FINAL RELEASE

PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**

MATERIAL SUPPLIER/SUBCONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IN CONSIDERATION OF PAYMENT IN THE SUM OF \$_____ RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND OTHER VALUABLE CONSIDERATIONS AND BENEFITS TO THE UNDERSIGNED ACCRUING, DO HEREBY WAIVE, RELEASE AND QUIT CLAIM ALL LIENS, LIEN RIGHTS, CLAIMS OR DEMANDS OF EVERY KIND WHATSOEVER WHICH THE UNDERSIGNED NOW HAS, OR MAY HEREAFTER HAVE, AGAINST THAT CERTAIN REAL ESTATE AND THE IMPROVEMENTS THEREON, LEGALLY DESCRIBED AS:

FRUITLAND PARK PUBLIC LIBRARY

ON ACCOUNT OF WORK AND LABOR PERFORMED, AND/OR MATERIALS FURNISHED IN, TO , OR ABOUT THE CONSTRUCTION OF ANY BUILDING OR BUILDINGS SITUATED THEREON, OR IN IMPROVING SAID PROPERTY ABOVE DESCRIBED, OR ANY PART THEREOF.

IT BEING THE UNDERSTANDING OF THE UNDERSIGNED THAT THIS IS A WAIVER AND RELEASE OF LIEN WHICH THE UNDERSIGNED HAS AGAINST THE PREMISES DESCRIBED HEREIN, ONLY TO THE EXTENT OF THE PAYMENTS SPECIFIED AND ONLY FOR MATERIALS FURNISHED OR WORK DONE UP UNTIL_____ THE UNDERSIGNED WARRANTS THAT NO ASSIGNMENT OF SAID LIENS OR CLAIMS, NOR THE RIGHT TO PERFECT A LIEN AGAINST SAID REAL ESTATE, BY VIRTUE OF THE UNDERSIGNED HAS THE RIGHT TO EXECUTE THIS WAIVER AND RELEASE, AND THAT ALL LABORERS EMPLOYED BY THE UNDERSIGNED, AND ALL BILLS FOR MATERIALS AND SUPPLIES FURNISHED BY OTHERS TO THE UNDERSIGNED IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS UPON THE AFORESAID PREMISES, TO THE EXTENT OF THE PAYMENT HEREIN REFERRED TO, HAVE BEEN FULLY PAID.

IN WITNESS WHEREOF I/WE HAVE EXECUTED THIS INSTRUMENT UNDER SEAL THIS _____ DAY OF _____, 2017.

(SEAL)

COMPANY
BY: _____
SIGNATURE

PRINT NAME AND TITLE

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY _____ OF _____ HE/SHE IS PERSONALLY KNOWN TO ME OR PROVIDED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

SIGNATURE OF NOTARY

SERIAL/COMMISSION NUMBER

PRINTED NAME OF NOTARY

EXPIRATION DATE

FINAL WAIVER OF LIENS AND
GENERAL CONTRACTORS AFFIDAVIT

BID NO:
PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**
CONTRACTOR: _____

SECTION I
AFFIDAVIT

I _____, after being duly sworn, depose and say: That the persons, firms and corporations who have executed the final waiver of liens attached hereto are all of the persons, firms and corporations who have furnished services, labor or materials in the construction or repair to improvements on the real estate described in the waiver below and, as of the date of this affidavit, such work has been fully completed and accepted by the owner of said property.

SIGNATURE

SECTION II
WAIVER OF LIEN

The undersigned is the general contractor in the construction or repair of improvement upon the realty of **FRUITLAND PARK PUBLIC LIBRARY** in Lake County, Florida, described as:

CITY OF MASCOTTE PALMWOOD AVENUE AND LAUREL STREET

For value received, the undersigned does hereby waive, release and quit-claim in favor of the owner and each and every person making a loan on or purchasing said realty, as improved, and their successors and assigns, all right that the undersigned may now or hereafter have to a lien upon the land and improvements thereon by virtue of the laws of the State of Florida; and further warrant that the undersigned has the right to execute this waiver and that we have not and will not assign our claims of payment nor our right to perfect a lien on the said realty.

The subscribers hereto, warrants that all laborers employed by them have been fully paid and have no claims or liens against said premises, and that no conditional bill of sale, retain title contract or chattel mortgage has been given to anyone, for or in connection with any materials, fixtures, furnishings and appliances or machinery placed upon or installed in the said premises by any of us, except: (if none, write "None") _____

GENERAL CONTRACTOR

COMPANY
BY: _____
SIGNATURE

NAME AND TITLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____, BY _____ OF _____

HE/SHE IS PERSONALLY KNOWN TO ME OR PROVIDED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

SIGNATURE OF NOTARY

SERIAL/COMMISSION NUMBER

PRINTED NAME OF NOTARY

EXPIRATION DATE

CHANGE IN CONTRACT TIME

PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**

BID NO:

CONTRACTOR: _____

DATE: _____

The undersigned has determined this date that a delay has occurred in proceeding with the controlling operation due to weather, as defined and limited by the Contract General Conditions, on the following date(s)_____.

Detailed description of operation delayed: _____

Extension of the contract time in the amount of _____ days is requested.

Contractor's Signature

Extension of the contract time in the amount of _____ days is approved, thereby changing the Substantial Completion date to _____ and the Final Completion date to _____.

Owner's Signature

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
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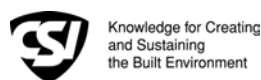
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American Society of Civil Engineers
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These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ~~ten~~ printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by

Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but

not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change

Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, and then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by

Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the

Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

*2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within

the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

*E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds hereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project

or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the

start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by

using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named

and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute

item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor,

Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcon-

tractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the

operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop

Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

*3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have

specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any

failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or

performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories,

surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally

accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover

Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way

that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefore.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss

or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective

Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the

results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may

be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall

immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled,

Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. Agrees with the other party to submit the Claim to another dispute resolution process, or

3. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SUPPLEMENTARY GENERAL CONDITIONS
TABLE OF CONTENTS**

Article Number	Title	Page
1	APPLICABILITY	2
2	PROVISIONS REQUIRED BY LAW DEEMED INSERTED	2
3	CONTRACTOR'S UNDERSTANDING	2
4	CONTRACTOR'S RESPONSIBILITY FOR THE WORK	2
5	STAKING	3
6	TESTING	3
7	PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE	3
8	PARTIAL PAYMENT	3
9	FINAL PAYMENT	4
10	FAILURE TO COMPLETE WORK ON TIME	5
11	TIME OF COMPLETION	5
12	LIQUIDATED DAMAGES	5
13	INSURANCE REQUIREMENTS	7
14	COORDINATION OF UTILITY SERVICE	9
15	INDEMNIFICATION	10
16	AUTHORITY AND DUTIES OF INSPECTOR	11
17	SALVAGED EQUIPMENT AND MATERIALS	11
18	SAFETY REGULATIONS	11
19	PUBLIC SAFETY AND CONVENIENCE	12
20	RECORD DATA AND AS-BUILTS	12
21	BARRICADES, WARNING AND DETOUR SIGNS	12
22	WORK WITHIN ROAD RIGHTS-OF-WAY	13
23	RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE	13
24	DISPUTE RESOLUTION	13
25	PRECONSTRUCTION CONFERENCE.....	14
26	STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES	14
27	SUBCONTRACTORS AND SUPPLIERS	14
28	SHOP DRAWINGS	14
29	CLEAN UP AND COMPLETION	15
30	WARRANTY.....	15

SUPPLEMENTARY GENERAL CONDITIONS

1. APPLICABILITY

- 1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. CONTRACTOR'S UNDERSTANDING

- 3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.
- 3.2 Notwithstanding the above, the CONTRACTOR acknowledges that the work performed under the Contract (other than Change Orders requested by the OWNER) shall be under the terms of a Lump Sum Contract. The Contract Documents will require the successful bidder to completed the entire work under the contract for the **TOTAL PRICE**. No adjustment to the **TOTAL PRICE** will be made for variations in the actual number of items, distances, quantities, etc. from those presented in the Plans and other Contract Documents unless initiated by a Change Order submitted by the OWNER.
- 3.3 All additional work performed by the CONTRACTOR pursuant to Change Orders submitted by the OWNER, shall be completed at the unit prices set for in the Plans and other Contract Documents, in addition to the **TOTAL PRICE**. If the OWNER submits a Change Order decreasing the scope of the work required under the Plans and other Contract Documents, the **TOTAL PRICE** shall be reduced at the rates set forth under the unit pricing. The CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid. The OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed one hundred percent (100%).

4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said

CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.

5. STAKING

5.1 The CONTRACTOR shall be responsible for providing all construction staking.

6. TESTING

6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.

6.2 The selection of the testing laboratory and the costs of the testing shall be the responsibility of the OWNER. Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.

6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc.; and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.

7.2 The CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.

7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary; and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the Contract.

8. PARTIAL PAYMENT

8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be

approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.

- 8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. All survey pay requests shall be based on the total work completed and will be prorated to the same percentage as the total work.
- 8.3 All requests for partial payment shall be submitted to the ENGINEER by the fifteenth (15th) day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment. CONTRACTOR will be required to provide proof of payment for the performance bond simultaneous with the requests for payment.
- 8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.
- 8.5 The OWNER may require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR; and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all Subcontractors, Suppliers or Materialmen.

9. FINAL PAYMENT

- 9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. The final payment amount shall be the **TOTAL PRICE** plus all sums due to the CONTRACTOR for additional work requested by the OWNER by submitting Changes Orders requesting additional work; less (1) all reductions due to Changes Orders submitted by the OWNER decreasing bid quantities, and (2) all progress payments made to date. The amount of this final payment will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:
 - 9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the Contract, and of all claims in connection therewith.
 - 9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the Contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.

- 9.1.3 Two (2) copies of all test results, as-builts, O & M manuals, etc., have been received by the ENGINEER.
- 9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.
- 9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

10. FAILURE TO COMPLETE WORK ON TIME

- 10.1 Time is of the essence in this Contract, but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR or, if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty, but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.
- 10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work or for its non-performance.
- 10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract, to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

11. TIME OF COMPLETION

- 11.1 The work to be performed under this Contract must be completed within the time limits set forth in the Agreement.

12. LIQUIDATED DAMAGES

- 12.1 The amount of liquidated damages to be assessed shall be Zero Dollars (\$.00) per project per calendar day for failure to complete the entire Contract.
- 12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

- 12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.
- 12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.
- 12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 12.6.1 To any preference, priority or allocation order duly issued by the Government.
- 12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, acts of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 12.6.3 To any delays of Subcontractor or Suppliers occasioned by any of the causes specified in subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.
- 12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday (12:00 Noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by up-to-date report of construction status, or revised detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will

either allow or reject same in writing within a reasonable period of time. Should a time extension be allowed, a Change Order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.

- 12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50% thereof for overhead. These expenses shall be deducted by the OWNER from moneys due the CONTRACTOR.
- 12.9 The date upon which the assessment of liquidated damages, as provided herein, shall cease shall be the date of Substantial Completion which shall be as certified by the ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual Final Completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

13. INSURANCE REQUIREMENTS

13.1 Contractor's and Subcontractor's Insurance

13.1.1 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his Subcontract until similar insurance required of the Subcontractor has been so obtained and approved. The OWNER shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

13.2 Workers' Compensation Insurance

13.2.1 The CONTRACTOR shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract; and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide employer's General Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

13.3 Contractor's Public Liability and Property Damage Insurance

13.3.1 The CONTRACTOR shall take out and maintain during the life of this Contract such CONTRACTOR'S Comprehensive Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself, or by any Subcontractor, or by anyone

directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

LIMITS OF LIABILITY

Aggregate

Commercial General Liability	\$2,000,000
Automobile Liability	\$2,000,000

13.3.2 The CONTRACTOR shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraph, or (b) insure the activities of his Subcontractors in his own policy.

13.3.3 The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards:

- 1) Property damage arising out of blasting or explosions.
- 2) Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing, filling or pile driving.
- 3) Property damage below the surface of the ground, including the destruction of wires, conduits, pipe, water mains, sewers and gas mains, by digging or burrowing by any mechanical device.

13.4 Subcontractor's Public Liability and Property Damage Insurance

13.4.1 The CONTRACTOR shall require each of his Subcontractors to procure and to maintain, during the life of his Subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the CONTRACTOR, naming the CONTRACTOR and OWNER as additional insured.

13.5 The CONTRACTOR shall furnish evidence of Workers' Compensation and Public Liability to the OWNER in the form of a Certificate of Insurance naming the OWNER on the certificate prior to commencement of the work.

13.6 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or his Subcontractors to enter, cross or work upon or beneath the property, tracks or right-of-way of a Railroad or Railroads, the CONTRACTOR shall, before commencing any such work, at his expense procure and carry Liability or Protective Insurance coverage in such form and amounts as each Railroad shall require.

13.7 The Original of such policy shall be delivered to the Railroad involved, with copies to the OWNER and the ENGINEER; and the CONTRACTOR shall not be permitted to enter upon or perform any work on the Railroad's property until such insurance has been furnished to the satisfaction of the Railroad. The insurance herein specified is in addition to any other insurance which may be required by the OWNER and shall be kept in effect at all times while work is being performed on or about the property, tracks or right-of-ways of the Railroad.

14. COORDINATION OF UTILITY SERVICE

14.1 Representation of underground utilities is shown from information received from the various Utility Owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR shall contact the Utility Owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the Utility Owner will move the existing underground utility or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

14.1.1 City of Groveland - Public Works Department

156 S. Lake Avenue
Groveland, Florida 34736

Phone: (352) 429-2141

14.1.2 Century Link

Mail Code 3022
425 3rd. St.
Leesburg, Florida 34748

Phone: (352) 326-1187

14.1.3 Comcast Cable

8130 CR 44 Leg A
Leesburg, Florida 34748

Phone: (352) 315-6625

14.1.4 SECO

330 South US Highway 301
Sumterville, Florida 33585-0301

Phone: (352) 793-3801

14.2 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.

14.3 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to, except as deviations which must be expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.

14.4 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.

14.5 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation; and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated

facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.

- 14.6 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this Contract until such deficiencies are satisfactorily remedied, or to cancel Contract and complete same with his own forces as he may deem advisable at the CONTRACTOR'S expense.
- 14.7 Reasonable construction water shall be furnished to the CONTRACTOR at no cost. The CONTRACTOR shall record the amount of water used throughout the duration of the project and provide this data to the ENGINEER with each request for partial payment. The CONTRACTOR shall contact the Utility for temporary meters, which shall be used to measure the amount of water used from fire hydrants and temporary service lines. The CONTRACTOR shall estimate all other water uses, such as new water main flushing, new sewer main flushing, bacteriological main clearance sampling, etc.

15. INDEMNIFICATION

- 15.1 The CONTRACTOR shall indemnify and hold harmless the OWNER, ENGINEER, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, ENGINEER, their agents and employees in accordance with the provisions of this paragraph.
- 15.2 In any and all claims against OWNER or ENGINEER or any of their agents or employees, by any employee of CONTRACTOR and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

16. AUTHORITY AND DUTIES OF INSPECTOR

- 16.1 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.
- 16.2 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to the preparation, fabrication or manufacture of the materials to be used.
- 16.3 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.
- 16.4 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.
- 16.5 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.
- 16.6 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited; and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

17. SALVAGED EQUIPMENT AND MATERIALS

- 17.1 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER, except as otherwise provided in these Specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

18. SAFETY REGULATIONS

- 18.1 In addition to the requirements of the General Conditions section of these Specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", "Construction and Use of Scaffolds", and similar regulations of that Department.
- 18.2 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.
- 18.3 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.

- 18.4 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

19. PUBLIC SAFETY AND CONVENIENCE

- 19.1 The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

20. RECORD DATA AND AS-BUILTS

- 20.1 The CONTRACTOR shall maintain during the progress of the project accurate records of the location, length and elevation of all pipe lines and piping installed. Promptly after completion of any portion of the work provided, as paid for in the Contract, the CONTRACTOR shall deliver to the ENGINEER or OWNER, two (2) sets of As-built Drawings with accurate notations recorded thereon. Information to be shown for water mains shall include the location of valves, tees and crosses dimensioned to the nearest permanent object or monument. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR.
- 20.2 All record data and as-builts provided shall be signed and sealed by a professional land surveyor registered with the State of Florida, and be provided in both hard and electronic formats.

21. BARRICADES, WARNING AND DETOUR SIGNS

- 21.1 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.
- 21.2 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

22. WORK WITHIN ROAD RIGHTS-OF-WAY

- 22.1 The CONTRACTOR shall notify the City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way, and shall pay for any additional compaction tests that may be required, when requested through the ENGINEER.
- 22.2 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the Permit before commencing work within this area.
- 22.3 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the Permit and in accordance with the requirements of the governing authority.
- 22.4 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, the City, or the County is involved. In all other cases the more stringent requirements shall govern.
- 22.5 The costs of any and all items of work required by the governing authority, payment for which is not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefore.

23. RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE

- 23.1 The OWNER strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all Subcontracts entered into for any portions of the work. No additional compensation shall be allowed if so terminated or suspended.

24. DISPUTE RESOLUTION

- 24.1 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do 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 this agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 24.2 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level.

25. PRECONSTRUCTION CONFERENCE

- 25.1 The ENGINEER shall set the date and time for the Preconstruction Conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major Subcontractors shall be present.
- 25.2 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:
 - 25.2.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.
 - 25.2.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers.

26. STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES

- 26.1 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the Developer or OWNER.

27. SUBCONTRACTORS AND SUPPLIERS

- 27.1 CONTRACTOR shall complete and submit with his bid the List of Subcontractors and Suppliers attached, as part of the contract documents.

28. SHOP DRAWINGS (NOT REQUIRED FOR THIS PROJECT)

- 28.1 CONTRACTOR shall submit 6 copies of all Shop Drawings. Three copies shall be returned to the CONTRACTOR upon approval.
- 28.2 Review of the first submission and one resubmission of Shop Drawings will be performed by the OWNER and OWNER'S Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by the OWNER and OWNER'S Consultants; however, OWNER will document work hours and other expenses required to perform such additional review(s) and CONTRACTOR shall reimburse OWNER for these costs.
- 28.3 Submittals shall include, but not necessarily be limited to, the following:
 - 28.3.1 Water
 - (a) Pipe
 - (b) Fittings, valves and valve boxes
 - (c) Meter box
 - (d) Fire hydrant assembly
 - (e) Backflow preventers
 - 28.3.1 Electrical
 - 28.3.1 Concrete

29. CLEAN-UP AND COMPLETION

- 29.1 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.
- 29.2 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.
- 29.3 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.
- 29.4 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.
- 29.5 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.
- 29.6 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

30. WARRANTY

- 30.1 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater.

Classifieds

0100 Legal Notices

On 10/18/2017 at 09:00 AM an auction will take place at KLING STOWING & RECOVERY, INC., 2349 US HWY 441/27, FRUITLAND PARK, FL 34731.

Please be advised, per F.S. 713.78 that a newspaper ad must be published for 1 day in a newspaper of general circulation (daily or weekly circulation) which has been in circulation for at least 1 year. The advertisement must be published at least 10 calendar days prior to the date of sale, in a newspaper of general circulation in the county in which the sale is to be held. The 10 calendar days do not include the date of the advertisement nor the date of the sale.

The vehicles which will be auctioned include:

2000 PONTIAC
1G2JB1240Y7111630

#00772073 OCTOBER 6, 2017

Notice of Public Sale

Notice is hereby given that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under the Florida Self Storage Facility Act Statutes Section 83.801-83.809.

The on-line auction date is Wednesday, October 25, 2017 or thereafter, at 12:30 pm at BID4STORAGE.COM for units at Discount Mini Storage of The Villages - 708 S Hwy 27/441, Lady Lake, FL 32159.

Unit #316 - Chad Cooper
Household Goods

Unit #341 - Harrold Liddle
Household Goods

Parking #609 Harrold Liddle
Vehicle

#00772135 October 6, 2017
October 13, 2017

IN THE CIRCUIT COURT FOR SUMTER COUNTY, FLORIDA

IN RE: ESTATE OF BARBARA T. HAPPENY, Deceased.

PROBATE DIVISION
File No. 2017-CP-000213

NOTICE TO CREDITORS

The administration of the estate of BARBARA T. HAPPENY, deceased, whose date of death was February 23, 2017 is pending in the Circuit Court for Sumter County, Florida, Probate Division, the address of which is 215 E. McCollum Ave, Bushnell,

0100 Legal Notices

FL 33513. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this notice is

OCTOBER 06, 2017

Attorney for Personal Representative:

Jeffrey P. Skates
Attorney
Florida Bar Number: 0988650
MCLIN BURNSED
1028 Lake Sumter Landing
The Villages, Florida 32162
Telephone: (352) 259-5053
Fax: (352) 751-4993
E-Mail: jskates@mclinburnsed.com

Personal Representative(s)

Sabal Trust Company
By: Lisa L. Ware, Principal
1060 Lake Sumter Landing
The Villages, Florida 32162

#771776 October 06, 2017
October 13, 2017

INVITATION TO BID THE CITY OF FRUITLAND PARK 2017-001

Notice is hereby given that the City of Fruitland Park, Florida, will be receiving sealed bids for the following:

"Construction of New Public Library Facility" to be constructed within the City of Fruitland Park, excluding site development. A more detailed scope of work is available as provided below.

Complete plans and specifications

0100 Legal Notices

tions may be reviewed through the Community Development Department. Information is available upon request by calling (352) 360-6727, or by visiting the Community Development Department, located at 506 W. Berckman Street, Fruitland Park, FL 34731, or on the City's website www.fruitland-park.org

All inquiries and questions regarding this bid must be made only to the contact person(s) identified below and shall be made in writing and submitted by fax, email, or certified mail. Inquiries will be answered in writing. Addenda, if any, will be made available on the City's website.

Charlie Rector, Director
Community Development Department
Mailing Address:
506 W. Berckman Street
Fruitland Park, FL 34731
E-mail: tkelley@fruitlandpark.org
Fax: (352) 360-6652

Tracy Kelley, Administrative Assistant
Community Development Department
Mailing Address:
506 W. Berckman Street
Fruitland Park, FL 34731
E-mail: tkelley@fruitlandpark.org
Fax: (352) 360-6652

Pre-Bid meeting REQUIRED ATTENDANCE. Each bidder must attend either by person, or by representative the pre-bid meeting to be held at 2:00 PM on Friday, October 13, 2017, in City Commission Chambers of City Hall, 506 W. Berckman Street, Fruitland Park, FL 34731.

All sealed bids must be received no later than 12:00 PM on Monday, November 6, 2017, at the address listed above. Late submittals will be rejected and returned unopened to the Proposer. Bids must be firmly sealed in packaging that is clearly marked on the outside: "BID LIBRARY 2017- 001 for City of Fruitland Park." Sealed bids must be mailed or delivered to Charlie Rector at the address above. All bids whether mailed or hand delivered must be at the office of the Community Development Department, before the above stated deadline to be considered. Proposers are required to submit three (3) copies of the bid (one original and two copies).

Upon submission, all Bids become the property of the City, who has the right to use any or all ideas presented therein and submitted in response to this ITB, whether or not the Bid is accepted. Bids will be opened publicly and read aloud at 3:00 PM

0100 Legal Notices

on Monday, November 6, 2017, in City Commission Chambers of City Hall; 506 W Berckman Street, Fruitland Park, FL 34731.

The City reserves the right, at its sole and absolute discretion, to reject any or all bids, to waive technicalities or to accept that bid which, in its judgment, will, under all circumstances, best serve the public interest of the City of Fruitland Park. Cost of submittal of the bid is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City of Fruitland Park, Florida.

#772129 October 6, 2017

TOWN OF LADY LAKE NOTICE OF PROPOSED ENACTMENT OF ORDINANCE NO. 2017-40 TITLED AS FOLLOWS:

AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY BEING 0.26 ACRES OF LAND OWNED BY THE VILLAGES OF LAKE-SUMTER, INC.; REFERENCED BY ALTERNATE KEY NUMBERS 1482186 AND 2669420; TWO (2) LOTS WHICH ARE LOCATED WITHIN ORANGE BLOSSOM GARDENS UNITS 1 AND 3.1B, WITHIN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY FROM LAKE COUNTY RESIDENTIAL MEDIUM (RM) TO LADY LAKE MIXED RESIDENTIAL MEDIUM DENSITY (MX-8); PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

Shall come up for adoption at Second/Final Reading by the Town Commission, Town of Lady Lake, Florida, at its regular meeting on Oct. 16, 2017 at 6 p.m. in the Commission Chambers, Lady Lake Municipal Complex, 409 Fennell Blvd., Lady Lake, FL 32159. Said Ordinance may be inspected by the public during regular business hours at the office of the Town Clerk, Lady Lake Municipal Complex, Lady Lake, FL. Interested parties may appear and be heard with respect to the proposed Ordinance. Any person wishing to appeal a decision of this public body should ensure himself that a verbatim record of the proceedings is made.

Legal Descriptions & Map

Parcel ID #: 06-18-24-0 100-000-03200; Lot 32, Unit 1, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 18, Page 9, Public Records of Lake County, FL, and Parcel ID #: 06-18-24-0350-000-34600; Lot 346, Unit 3.1 B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33, Public Records of Lake County, FL



Kristen Kollgaard
Town Manager/Town Clerk
409 Fennell Blvd.
Lady Lake, Florida 32159
#771437 OCTOBER 6, 2017

0100 Legal Notices

INVITATION TO BID THE CITY OF FRUITLAND PARK 2017-002

Notice is hereby given that the City of Fruitland Park, Florida, will be receiving sealed bids for the following:

"Site Development for construction of a new public library facility" to be constructed within the City of Fruitland Park, excluding construction of the public library facility. A more detailed scope of work is available as provided below.

Complete plans and specifications may be reviewed through the Community Development Department. Information is available upon request by calling (352) 360-6727, or by visiting the Community Development Department, located at 506 W. Berckman Street, Fruitland Park, FL 34731, or on the City's website www.fruitlandpark.org

All inquiries and questions regarding this bid must be made only to the contact person identified below and shall be made in writing and submitted by fax, email, or certified mail. Inquiries will be answered in writing. Addenda, if any, will be made available on the City's website.

Charlie Rector, Director
Community Development Department
Mailing Address:
506 W. Berckman Street
Fruitland Park, FL 34731
E-mail: tkelley@fruitlandpark.org
Fax: (352) 360-6652

Tracy Kelley, Administrative Assistant
Community Development Department
Mailing Address:
506 W. Berckman Street
Fruitland Park, FL 34731
E-mail: tkelley@fruitlandpark.org
Fax: (352) 360-6652

Pre-Bid meeting REQUIRED ATTENDANCE. Each bidder must attend either by person, or by representative the pre-bid meeting to be held at 2:00 PM on Friday, October 13, 2017, in City Commission Chambers of City Hall, 506 W. Berckman Street, Fruitland Park, FL 34731.

All sealed bids must be received no later than 12:00 PM on Monday, November 6, 2017, at the address listed above. Late submittals will be rejected and returned unopened to the Proposer. Bids must be firmly sealed in packaging that is clearly marked on the outside: "BID LIBRARY SITE DEVELOPMENT 2017-002 for City of Fruitland Park." Sealed bids must be mailed or delivered to Charlie Rector at the address above. All bids whether mailed or hand delivered must be at the office of the Community Development Department, before the above stated deadline to be considered. Proposers are required to submit three (3) copies of the bid (one original and two copies).

Upon submission, all Bids become the property of the City, who has the right to use any or all ideas presented therein and submitted in response to this ITB, whether or not the Bid is accepted. Bids will be opened publicly and read aloud at 3:00 PM on Monday, November 6, 2017, in City Commission Chambers of City Hall, 506 W. Berckman Street, Fruitland Park, FL 34731.

The City reserves the right, at its sole and absolute discretion, to reject any or all bids, to waive technicalities or to accept that bid which, in its judgment, will, under all circumstances, best serve the public interest of the City of Fruitland Park. Cost of submittal of the bid is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City of Fruitland Park, Florida.

#772131 October 6, 2017

IN THE CIRCUIT COURT FOR SUMTER COUNTY, FLORIDA, PROBATE DIVISION

IN RE: ESTATE OF LISA BIELY,

0100 Legal Notices

WITHIN 3 MONTHS AFTER THE DATE OF PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 OF THE FLORIDA CONSTITUTION WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is

OCTOBER 06, 2017.

Attorney for Personal Representative:

EDWARD W. SOUL
Attorney
Florida Bar Number: 11834 C.R. 101, St. The Villages, FL 32159
Telephone: (352) 259-5053
Fax: (352) 205-7300
E-Mail: ed@troterla.com

Personal Representative:

SARAH A. DRESS
1713 Rosales Road
The Villages, FL 32159

#772260 October 6, 2017

NOTICE OF INTENT TO AGENCY ACTION THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Notice is given that the Intended Agency Action of a Modification of the Fennell Water Management Plan ERP on 7.95 acres of a residential project in the Village of Fennell, The Villages, FL, is being held in Sumter County, Florida, Section(s) 32, Township 32S, Range 23E, Meridian 19W, Florida Public Lands, LLC., whose address is 1100 T.G. Lee Blvd., Silver Lake, Florida 32822; No. is 43032972.02. The file(s) pertaining to this project referred to are available for inspection through Friday, excluding holidays, 8:00 a.m. to 5:00 p.m. at the Southwest Florida Water Management District, 2379 Broad Street, Silver Lake, FL 34604-6899.

NOTICE OF INTENT TO AGENCY ACTION

Any person whose interests are affected by the District's action regarding the proposed modification may request a hearing in accordance with Sections 120.569 and 120.570, Florida Statutes, Chapter 28-106, Florida Administrative Code (F.A.C.), and the Uniform Rules of Practice and Procedure for the request for hearing. The plain language of the statute and the interests of each party are being heard by the District's action (2) state all disputed by each party. The hearing there are no disputes (3) otherwise covered by Chapter 28-106, Florida Statutes, with and received by the District's Clerk of the District's Brooksville at 34604-6899 within 14 days of the publication of this notice in 14 days for an Emergency Resource Permit with Proprietary Authority for the use of Sovereign Merged Lands). For request for hearing, the time period shall be waived of any right may have to request a hearing under Sections 120.57, F.S.

Because the administrative process is designed to emulate final agency action, the District's final action is final for the purposes of this notice of action. Persons whose interests will be

Kelly's Featured Homes!



MLS 223866

Bonita: 3 Bed, 2 Bath
Village of St. Charles

- Gorgeous Courtyard Villa
- Laminate Wood Flooring
- Open Floor Plan Concept
- Volume Ceiling
- Inside Laundry w/Cabinets

\$244,900



Kelly Brinson
Sales & Marketing Representative

352-406-6211

Properties of
The Villages

352-753-4000

www.TheVillages.com



MLS 224145

San Marino: 3 Bed, 2 Bath
Village Mira Mesa

- 3-Car Garage
- Swim Spa with Privacy
- Great Location
- Bonus Room
- Quick Close Possible

\$299,000

Call Janice For an Appointment!





**AGENDA ITEM
NUMBER**
5e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	November 2017 End of Financial Report		
For the Meeting of:	January 11, 2018		
Submitted by:	City Treasurer		
Date Submitted:	January 4, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: The November 2017 financial report shows revenues and expenses for all funds through November 30, 2017. The budget memorandum reflects the revenues and expenses for the general and utility funds minus restricted revenue and expenses to reflect a more accurate financial picture. The balance of the restricted funds as of November 30, 2017 are also included in the budget memorandum.			
Action to be Taken: Review and approve November 2017 Financial Report			
Staff's Recommendation: Approve November 2017 Financial Report			
Additional Comments:			

Reviewed by: _____
City Manager

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



CITY OF FRUITLAND PARK

MEMORANDUM

To: Honorable Mayor, Commission Members, City Manager, and City Clerk
 From: Jeannine Racine, Finance Director *JRR*
 Date: January 4, 2018
 Subject: Year-To-Date Budget Report
 For the period ending November 30, 2017

Attached is the draft **November Budget Report**, reflecting revenues and expenses through Nov. 30, 2017. At the end of November, 17% of the fiscal year has lapsed. During the month of November 382 invoices were processed totaling \$665,339. This included payments for Debris Removal for \$200,000, 2 months of Alpha International (permits) for \$97,176, and \$15,000 for Mancino lawsuit.

Revenue & Expense Summaries of the General Fund are as follows:

	Revenue	% Collected	Expenditures	% Expensed
General Fund	\$ 719,442	9%	\$ 1,021,946	13%
Restricted Funds	\$ (173,155)	-2%	\$ (141,066)	-2%
Grand Total	\$ 546,287	7%	\$ 880,880	12%
General Fund		Rev vs Exp	\$ (334,593)	

Revenue & Expense Summaries of the Utility Fund are as follows:

	Revenue	% Collected	Expenditures	% Expensed
Utility Fund	\$ 162,620	4%	\$ 139,215	4%
Restricted Funds	\$ (17,157)	0%	\$ (435)	0%
Grand Total	\$ 145,463	4%	\$ 138,780	4%
Utility Fund		Rev vs Exp	\$ 6,683	

Revenue & Expense Summaries of the City's various funds are as follows:

	Revenue	% Collected	Expenditures	% Expensed
General Fund	\$ 719,442	9%	\$ 1,021,946	13%
Redevelopment	\$ 99	0%	\$ 7,158	2%
Capital Projects	\$ 27,509	3%	\$ 60,559	6%
Utility Fund	\$ 162,620	4%	\$ 139,215	4%
Recreation Fund	\$ 6,494	8%	\$ 4,194	5%
Grand Total	\$ 916,163		\$ 1,233,072	

A simplified analysis of the General Fund revenues versus expenses (minus restricted revenues and expenses) indicates an decrease of approximately (-\$334,593) in unrestricted reserves at this point in time.

A simplified analysis of the Utility Fund revenues versus expenses (minus restricted revenues and expenses) indicates a increase of approximately \$6,683 retained earnings.

Balance of Restricted Funds at the end of **November**:

<u>General Fund</u>		<u>Utility Fund</u>	
Public Safety Capital Improvement	\$2,587,647	Sewer Line Construction	\$1,562,822
Storm water	\$298,147	Sewer Impact	\$ 0
Building	\$2,040,354	<u>Water Impact</u>	<u>\$560,449</u>
Police Forfeiture	\$ 3,373	Total Restricted	\$2,123,271
Cemetery	\$ 85,080		
Police Education	\$ 0	<u>Other Funds</u>	
Police & Fire Fee Refunds	\$ 70,510	Redevelopment	\$119,437
<u>Police Donations</u>	<u>\$ 3,751</u>	Infrastructure/Sales Surtax	\$562,338
Total Restricted	\$5,087,785	Recreation	\$4,103

Please see the attached YTD Budget Expense Report Summary for Expenses by Department and the November Year to Date Budget Reports for the details.

We have \$6.4 million in SBOA investments. The SBA investment summary shows all restricted fund balances at the end of November 2017. The funds also includes the Sewer Construction Loan received in January 2016. Please see the Investments attachment for details.

We have \$8.807 million in various accounts (USB Bank, SBOA Investments, Certificate of Deposits and Edward Jones). Please see the Summary of Cash Accounts by Funds attachment for details.

Please see me if you have any questions or comments regarding this report.

- Attachments:
 Budget Summary – GF & Utility
 SBOA Investments Summary
 Cash Summary
 Year to Date Budget – November 2017

CITY OF FRUITLAND PARK
NOVEMBER 2017
YTD BUDGET REPORT SUMMARY - EXPENSES

NOVEMBER
17.0%

		Original	Tranfrs/ Adjstmnts	Revised	YTD	YTD	Available	%	%	Expend	Used	
		Budget		Budget	Expended	Encumb	Budget	Expended	Used	-Over	-Over	Expended
GENERAL FUND												
01511	LEGISLATIVE	66,639		66,639	8,310		58,329	12.5%	12.5%	4.5%	4.5%	Under
01512	EXECUTIVE	358,040		358,040	51,088		306,952	14.3%	14.3%	2.7%	2.7%	Under
01513	FINANCE	304,988		304,988	31,342		273,646	10.3%	10.3%	6.7%	6.7%	Under
01514	LEGAL COUNSEL	82,400		82,400	8,420		73,980	10.2%	10.2%	6.8%	6.8%	Under
01519	OTHER GEN GOVT SERVICES	323,287		323,287	31,560		291,727	9.8%	9.8%	7.2%	7.2%	Under
01521	LAW ENFORCEMENT	1,895,438		1,895,438	247,587	63,977	1,583,874	13.1%	16.4%	3.9%	0.6%	Under
01522	FIRE CONTROL	637,015		637,015	38,249	6,422	592,344	6.0%	7.0%	11.0%	10.0%	Under
01524	BUILDING & ZONING	724,570		724,570	133,672	0	590,898	18.4%	18.4%	-1.4%	-1.4%	OVER
01534	SOLID WASTE	492,600		492,600	40,345		452,255	8.2%	8.2%	8.8%	8.8%	Under
01538	STORMWATER MANAGEMENT	122,475		122,475			122,475	0.0%	0.0%	17.0%	17.0%	Under
01541	ROAD & STREET	397,769		397,769	330,805		66,964	83.2%	83.2%	-66.2%	-66.2%	OVER
01571	LIBRARY	1,551,383		1,551,383	46,555	23,363	1,481,465	3.0%	4.5%	14.0%	12.5%	Under
01572	MUNICIPAL POOL	104,417		104,417	3,735		100,682	3.6%	3.6%	13.4%	13.4%	Under
01573	PARKS/RECREATION MAINT	233,942		233,942	22,314	79,510	132,118	9.5%	43.5%	7.5%	-26.5%	Under
01574	RECREATION	186,728		186,728	27,963		158,765	15.0%	15.0%	2.0%	2.0%	Under
01581	TRANSFER TO RESERVE	153,639		153,639			153,639	0.0%	0.0%	17.0%	17.0%	Under
FUND 001	TOTAL GENERAL FUND	7,635,330	0	7,635,330	1,021,946	173,272	6,286,473	13.4%	15.7%	3.6%	1.3%	Under
UTILITY FUND												
40533	WATER	1,002,365		1,002,365	86,813	51,636	863,916	8.7%	13.8%	8.3%	3.2%	Under
40535	SEWER	2,656,066		2,656,066	42,401	28,034	2,585,631	1.6%	2.7%	15.4%	14.3%	Under
40581	INTERFUND TRANSFERS TO GF	60,000		60,000	10,000		50,000	16.7%	16.7%	0.3%	0.3%	Under
FUND 400	TOTAL UTILITY FUND	3,718,431	0	3,718,431	139,215	79,670	3,499,546	3.7%	5.9%	13.3%	11.1%	Under

IRMA 300K

Florida State Board of Administration Investments

AS OF: November 30, 2017

<u>30-Nov-17</u>		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA Interest	Due T/F	Ending Balance
General Fund-01000								
15100	Unrestricted	-435,326.62				4,593.83	44,771.65	-385,961.14
	Restricted							
15140	Cemetery	83,280.40						83,280.40
15122	Building Dept	2,054,274.31		1,000,000.00				1,054,274.31
15117	Police Impact	954,567.23						954,567.23
15118	Fire Impact	1,598,406.23						1,598,406.23
15110	Police Education (2nd \$)	0.00						0.00
15111	Police Drug Forfeiture	3,373.38						3,373.38
15113	Police Automation	0.00						0.00
15119	Police Donation	1,025.85						1,025.85
15125	Stormwater	290,258.84						290,258.84
Redevelopment Trust Fund-20000								
15100	Redevelopment	27,129.98				27.39	-6,969.94	20,187.43
	Unrestricted	0.00						0.00
General CIP/Infrastructure- 30000								
15112	Infrastructure	480,719.89				485.37	-18,868.29	462,336.97
	Unrestricted	0.00						0.00
Utility Fund - 40000								
15100	Unrestricted	-25,656.41				594.79	-16,002.60	-41,064.22
	Restricted							
15107	SRF Debt Service	68,834.23						68,834.23
15115	Sewer Impact	0.00						0.00
15116	Water Impact	546,668.88						546,668.88
15135	Sewer Lines Construction Loan	1,561,679.07				1,577.53		1,563,256.60
Fire Pension - 60000								
15103	Restricted	175,109.42				176.80	-3,273.31	172,012.91
Recreation Fund - 62000								
15104	Unrestricted	3,757.17				3.79	342.49	4,103.45
		0.00						0.00
Total Funds		7,388,101.85				7,459.50		6,395,561.35
Statement								
Account 151321		7,388,101.85				7,459.50		6,395,561.35
Unrealized Gain								
Total Statements		7,388,101.85					0.00	6,395,561.35

SUMMARY OF
CASH ACCOUNTS
BY FUNDS

AS OF: 30-Nov-2017

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
General Fund	\$ 3,599,225	\$ 1,298,467	\$ -	\$ 200,000	Citizens	\$ 5,097,692	\$ 5,286,876 GF
Police/Fire Fee		\$ 70,510				\$ 70,510	
Payroll		\$ 118,674				\$ 118,674	
Redevelopment	\$ 20,187			\$ 100,000	Citizens	\$ 120,187	\$ 120,187 Redevp
Capital Projects	\$ 462,337			\$ 100,000	Citizens	\$ 562,337	\$ 562,337 CIP
Utility Fund	\$ 2,137,695					\$ 2,137,695	\$ 2,285,326 Utility
						\$ -	
Utility Deposit		\$ 147,630				\$ 147,630	
Municipal FF	\$ 172,013				\$ 376,001	\$ 548,014	\$ 548,014 FF Pension
Recreation	\$ 4,103					\$ 4,103	\$ 4,103 Rec
Total Funds	\$ 6,395,561	\$ 1,635,281	\$ -	\$ 400,000		\$ 8,806,844	\$ 8,806,844

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01001 GENERAL FUND REVENUES							

31 TAXES							

31110 AD VALOREM TAXES	-1,864,073	0	-1,864,073	-133,127.87	.00	-1,730,945.13	7.1%
31120 DELINQUENT AD VALOREM TAX	-838	0	-838	-188.25	.00	-649.75	22.5%
31230 LOCAL OPTION FUEL TAX	-90,050	0	-90,050	-6,991.76	.00	-83,058.24	7.8%
31251 FIRE INS PREM TAX PENSION	-16,900	0	-16,900	.00	.00	-16,900.00	.0%
31310 ELECTRIC FRANCHISE FEE	-410,169	0	-410,169	-52,986.33	.00	-357,182.67	12.9%
31340 GAS FRANCHISE FEE	-19,368	0	-19,368	-1,110.59	.00	-18,257.41	5.7%
31390 GARBAGE FRANCHISE FEE	-72,000	0	-72,000	-12,861.28	.00	-59,138.72	17.9%
31410 ELECTRIC UTILITY TAX	-482,832	0	-482,832	-53,948.01	.00	-428,883.99	11.2%
31421 COMMUNICATIONS SERVICE TAX	-210,238	0	-210,238	-17,231.37	.00	-193,006.63	8.2%
31430 WATER UTILITY TAX	-61,440	0	-61,440	-9,759.96	.00	-51,680.04	15.9%
31440 GAS UTILITY TAX	-20,149	0	-20,149	-1,238.48	.00	-18,910.52	6.1%
31480 PROPANE UTILITY TAX	0	0	0	-60.01	.00	60.01	100.0%
TOTAL TAXES	-3,248,057	0	-3,248,057	-289,503.91	.00	-2,958,553.09	8.9%

32 LICENSES & PERMITS							

32100 CITY BUSINESS RECEIPT TAX	-23,157	0	-23,157	-22,178.97	.00	-978.03	95.8%
32110 DEL CITY OCCUPATIONAL LIC	-41	0	-41	-19.48	.00	-21.52	47.5%
32200 BUILDING PERMIT A	-639,000	0	-639,000	-123,372.59	.00	-515,627.41	19.3%
32201 BUILDING PERMIT B	-11,669	0	-11,669	-1,380.00	.00	-10,289.00	11.8%
32902 CEMETERY PERMITS	-220	0	-220	-20.00	.00	-200.00	9.1%
TOTAL LICENSES & PERMITS	-674,087	0	-674,087	-146,971.04	.00	-527,115.96	21.8%

33 INTERGOVERN. REVENUE							

33439 GRANT-FLORIDA FOREST SERVICE	0	0	0	-2,511.00	.00	2,511.00	100.0%
33512 STATE REVENUE SHARING	-124,585	0	-124,585	-19,729.70	.00	-104,855.30	15.8%
33514 MOBILE HOME LICENSES	-11,617	0	-11,617	-3,533.46	.00	-8,083.54	30.4%
33515 ALCOHOLIC BEV LICENSE	-1,863	0	-1,863	-1,950.77	.00	87.77	104.7%
33518 LOCAL GOVT 1/2C SALES TAX	-250,633	0	-250,633	-19,204.36	.00	-231,428.64	7.7%
33770 COUNTY LIBRARY APPROPRIAT	-72,123	0	-72,123	-12,018.66	.00	-60,104.34	16.7%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
33776 LAKE CO LIBRARY CONSTRUCTION	-793,139	0	-793,139	.00	.00	-793,139.00	.0%
33820 COUNTY BUSINESS TAX RECEIPT	-5,483	0	-5,483	-1,314.88	.00	-4,168.12	24.0%
33830 COUNTY ONE CENT GAS TAX	-36,753	0	-36,753	-3,168.65	.00	-33,584.35	8.6%
TOTAL INTERGOVERN. REVENUE	-1,296,196	0	-1,296,196	-63,431.48	.00	-1,232,764.52	4.9%
 34 CHARGES FOR SERVICES							
33548 FDOT TRAFFIC SIGNAL MAINTENAN	-6,080	0	-6,080	.00	.00	-6,080.00	.0%
34120 ZONING FEES	-13,000	0	-13,000	-1,925.00	.00	-11,075.00	14.8%
34122 ANNEXATION FEES	-267	0	-267	.00	.00	-267.00	.0%
34125 COMPREHENSIVE PLAN	-367	0	-367	.00	.00	-367.00	.0%
34127 PUD REVIEW	0	0	0	-300.00	.00	300.00	100.0%
34130 LAND DEVPMT PROCEDURE	0	0	0	-1,250.00	.00	1,250.00	100.0%
34131 SITE (PROPERTY) PLAN FEE	-1,280	0	-1,280	.00	.00	-1,280.00	.0%
34132 PLAN (STRUCTURE) REVIEW FEE	-8,163	0	-8,163	-1,000.00	.00	-7,163.00	12.3%
34140 CERTIFICATION AND COPYING	-1,743	0	-1,743	-242.35	.00	-1,500.65	13.9%
34220 FIRE INSPECTION FEES	-8,241	0	-8,241	-8,120.00	.00	-121.00	98.5%
34222 FIRE ASSESSMENT FP	-606,900	0	-606,900	-19,260.84	.00	-587,639.16	3.2%
34223 FIRE ASSESSMENT VILLAGE	0	0	0	-17,767.81	.00	17,767.81	100.0%
34335 OTHER REVENUES	-18,644	0	-18,644	-5,800.00	.00	-12,844.00	31.1%
34340 SOLID WASTE COLLECTION	-216,000	0	-216,000	-34,804.27	.00	-181,195.73	16.1%
34341 SOLID WASTE DISPOSAL	-192,000	0	-192,000	-31,881.22	.00	-160,118.78	16.6%
34342 YARDWASTE COLLECTION	-31,200	0	-31,200	-5,336.46	.00	-25,863.54	17.1%
34343 YARDWASTE DISPOSAL	-11,400	0	-11,400	-1,964.53	.00	-9,435.47	17.2%
34344 RECYCLE	-42,000	0	-42,000	-7,125.07	.00	-34,874.93	17.0%
34345 ADMIN FEE-GARBAGE BILLING	-55,200	0	-55,200	-9,574.98	.00	-45,625.02	17.3%
34346 ADM. FEE-IMPACT FEE	-3,440	0	-3,440	-1,300.00	.00	-2,140.00	37.8%
34391 STORMWATER FEE	-45,600	0	-45,600	-7,888.00	.00	-37,712.00	17.3%
34393 REG ABANDONED PROPERTY	-5,841	0	-5,841	-250.00	.00	-5,591.00	4.3%
34712 LIBRARY FEE OUT/COUNTY	-125	0	-125	-50.00	.00	-75.00	40.0%
34715 HOME TOWN CHRISTMAS PROCEEDS	0	0	0	-20.00	.00	20.00	100.0%
34717 FP DAY PROCEEDS	-1,828	0	-1,828	-40.00	.00	-1,788.00	2.2%
34719 CONCESSIONS	-2,326	0	-2,326	-.50	.00	-2,325.50	.0%
34720 POOL FEES	-8,929	0	-8,929	-57.00	.00	-8,872.00	.6%
34721 RECREATION FEES	-5	0	-5	.00	.00	-5.00	.0%
34725 POOL SWIM PROG/LESSONS	-4,847	0	-4,847	-10.00	.00	-4,837.00	.2%
34755 RENT RECREATION FACILITY	-1,099	0	-1,099	-240.00	.00	-859.00	21.8%
34900 LIEN SEARCH FEE	-3,536	0	-3,536	-740.00	.00	-2,796.00	20.9%
TOTAL CHARGES FOR SERVICES	-1,290,061	0	-1,290,061	-156,948.03	.00	-1,133,112.97	12.2%

35 FINES & FORFEITURES

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
35110 TRAFFIC COURT FINES & FORFEIT	-13,065	0	-13,065	-1,034.94	.00	-12,030.06	7.9%
35130 POLICE EDUCATION FUND 2ND \$	-1,393	0	-1,393	-116.05	.00	-1,276.95	8.3%
35200 LIBRARY FINES	-2,267	0	-2,267	-370.45	.00	-1,896.55	16.3%
35900 FINES & FORFEITURES-COUNTY	-1,049	0	-1,049	.00	.00	-1,049.00	.0%
TOTAL FINES & FORFEITURES	-17,774	0	-17,774	-1,521.44	.00	-16,252.56	8.6%
36 MISC. REVENUE							
36120 INTEREST EARNED	-4,967	0	-4,967	-9,870.81	.00	4,903.81	198.7%
36132 INTEREST ON AD VALOREM	-2,643	0	-2,643	.00	.00	-2,643.00	.0%
36201 STATE LIBRARY ERATE REFUND	-10,691	0	-10,691	.00	.00	-10,691.00	.0%
36322 POLICE IMPACT FEE	-102,828	0	-102,828	-13,251.52	.00	-89,576.48	12.9%
36323 FIRE IMPACT FEE	-142,626	0	-142,626	-21,422.08	.00	-121,203.92	15.0%
36410 CEMETERY LOT SALES	-17,615	0	-17,615	-1,800.00	.00	-15,815.00	10.2%
36441 SALE OF SURPLUS EQUIPMENT	-1,575	0	-1,575	.00	.00	-1,575.00	.0%
36602 PD DONATIONS	0	0	0	-3,925.00	.00	3,925.00	100.0%
36605 LIBRARY GRANT	-400,000	0	-400,000	.00	.00	-400,000.00	.0%
36942 RESTITUTION	-209	0	-209	.00	.00	-209.00	.0%
36944 COST OF CONVICTION - PD	-4,195	0	-4,195	-204.04	.00	-3,990.96	4.9%
36946 REIMBURSEMENT MISC B&Z	-34,177	0	-34,177	.00	.00	-34,177.00	.0%
36947 REIMB PLANNING FEES	-6,335	0	-6,335	.00	.00	-6,335.00	.0%
36948 REIMB ENGINEERING FEES	-53,417	0	-53,417	.00	.00	-53,417.00	.0%
36990 MISC REVENUE	-3,690	0	-3,690	-77.58	.00	-3,612.42	2.1%
36991 MISC REVENUE - PD	-1,131	0	-1,131	-60.00	.00	-1,071.00	5.3%
36993 FUEL TAX REFUNDS	-3,342	0	-3,342	-455.03	.00	-2,886.97	13.6%
TOTAL MISC. REVENUE	-789,441	0	-789,441	-51,066.06	.00	-738,374.94	6.5%
38 NON REVENUES							
38006 XFER IN WTR/SWR IMPACT FEES	-90,000	0	-90,000	.00	.00	-90,000.00	.0%
38009 XFER IN STORMWATER FBAL	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
38150 XFER IN REDEVELOPMENT	-37,470	0	-37,470	.00	.00	-37,470.00	.0%
38200 XFER IN WATER DEPT	-60,000	0	-60,000	-10,000.00	.00	-50,000.00	16.7%
38250 XFER IN RECREATION FUND	-32,245	0	-32,245	.00	.00	-32,245.00	.0%
TOTAL NON REVENUES	-319,715	0	-319,715	-10,000.00	.00	-309,715.00	3.1%
TOTAL GENERAL FUND REVENUES	-7,635,331	0	-7,635,331	-719,441.96	.00	-6,915,889.04	9.4%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01511 LEGISLATIVE							

10 PERSONAL SERVICES							

10130 STIPENDS-COMMISSION	31,800	0	31,800	5,300.00	.00	26,500.00	16.7%
10131 STIPENDS-P&Z	4,020	0	4,020	.00	.00	4,020.00	.0%
10210 FICA	2,742	0	2,742	405.46	.00	2,336.54	14.8%
10233 LIFE INSURANCE	991	0	991	167.42	.00	823.78	16.9%
10240 WORKERS COMPENSATION	102	0	102	10.91	.00	91.09	10.7%
TOTAL PERSONAL SERVICES	39,655	0	39,655	5,883.79	.00	33,771.41	14.8%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	5,725	0	5,725	250.00	.00	5,475.00	4.4%
30400 TRAVEL/PER DIEM	5,000	0	5,000	66.00	.00	4,934.00	1.3%
30410 COMMUNICATIONS	2,244	0	2,244	360.70	.00	1,883.30	16.1%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30450 INSURANCE	2,955	0	2,955	743.92	.00	2,211.08	25.2%
30463 EQUIPMENT REPAIRS/MAINT	200	0	200	.00	.00	200.00	.0%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30490 MISC EXPENSE	3,000	0	3,000	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	300	0	300	.00	.00	300.00	.0%
30511 RECORDING TAPES	20	0	20	.00	.00	20.00	.0%
30520 SUPPLIES	3,710	0	3,710	.00	.00	3,710.00	.0%
30542 TRAINING & EDUCATION	2,600	0	2,600	.00	.00	2,600.00	.0%
30544 MEMBERSHIPS	980	0	980	1,005.59	.00	-25.59	102.6%
TOTAL OPERATING EXPENSES	26,984	0	26,984	2,426.21	.00	24,557.79	9.0%
TOTAL LEGISLATIVE	66,639	0	66,639	8,310.00	.00	58,329.20	12.5%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01512 EXECUTIVE							

10 PERSONAL SERVICES							

10110 SALARY	120,178	0	120,178	17,169.20	.00	103,008.73	14.3%
10111 BONUS	2,017	0	2,017	1,936.80	.00	80.20	96.0%
10120 WAGES	103,341	0	103,341	5,586.33	.00	97,754.87	5.4%
10121 BONUS	1,192	0	1,192	308.96	.00	883.04	25.9%
10140 OVERTIME	1,000	0	1,000	.00	.00	1,000.00	.0%
10158 VEHICLE ALLOWANCE	6,000	0	6,000	1,000.00	.00	5,000.00	16.7%
10210 FICA	18,707	0	18,707	1,790.37	.00	16,916.33	9.6%
10220 RETIREMENT	13,804	0	13,804	1,405.89	.00	12,397.61	10.2%
10230 HOSPITALIZATION	30,111	0	30,111	7,150.50	.00	22,960.00	23.7%
10233 LIFE INSURANCE	347	0	347	54.00	.00	292.92	15.6%
10236 DENTAL INSURANCE	784	0	784	130.48	.00	653.52	16.6%
10240 WORKERS COMPENSATION	655	0	655	70.06	.00	584.94	10.7%
TOTAL PERSONAL SERVICES	298,135	0	298,135	36,602.59	.00	261,532.16	12.3%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	14,700	0	14,700	10,077.40	.00	4,622.60	68.6%
30400 TRAVEL/PER DIEM	3,000	0	3,000	412.27	.00	2,587.73	13.7%
30410 COMMUNICATIONS	1,104	0	1,104	176.70	.00	927.30	16.0%
30420 POSTAGE	500	0	500	92.09	.00	407.91	18.4%
30450 INSURANCE	9,996	0	9,996	2,516.47	.00	7,479.53	25.2%
30463 EQUIPMENT REPAIRS/MAINT	75	0	75	.00	.00	75.00	.0%
30470 PRINTING & COPYING	2,900	0	2,900	.00	.00	2,900.00	.0%
30510 OFFICE SUPPLIES	1,500	0	1,500	487.79	.00	1,012.21	32.5%
30540 PROFESSIONAL BOOKS	20,350	0	20,350	.00	.00	20,350.00	.0%
30541 SUBSCRIPTIONS	215	0	215	.00	.00	215.00	.0%
30542 TRAINING & EDUCATION	3,900	0	3,900	283.00	.00	3,617.00	7.3%
30544 MEMBERSHIPS	1,665	0	1,665	440.00	.00	1,225.00	26.4%
TOTAL OPERATING EXPENSES	59,905	0	59,905	14,485.72	.00	45,419.28	24.2%
TOTAL EXECUTIVE	358,040	0	358,040	51,088.31	.00	306,951.44	14.3%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01513 FINANCE DEPARTMENT							

10 PERSONAL SERVICES							

10110 SALARY	116,646	0	116,646	12,132.80	.00	104,512.97	10.4%
10111 BONUS	1,346	0	1,346	1,345.92	.00	.08	100.0%
10120 WAGES	35,521	0	35,521	4,325.59	.00	31,195.40	12.2%
10121 BONUS	410	0	410	136.64	.00	273.36	33.3%
10140 OVERTIME	4,000	0	4,000	.00	.00	4,000.00	.0%
10210 FICA	12,870	0	12,870	1,427.30	.00	11,442.70	11.1%
10220 RETIREMENT	10,323	0	10,323	872.78	.00	9,450.22	8.5%
10230 HOSPITALIZATION	25,809	0	25,809	4,924.39	.00	20,884.61	19.1%
10233 LIFE INSURANCE	297	0	297	36.06	.00	261.30	12.1%
10236 DENTAL INSURANCE	672	0	672	74.56	.00	597.44	11.1%
10240 WORKERS COMPENSATION	454	0	454	48.56	.00	405.44	10.7%
TOTAL PERSONAL SERVICES	208,348	0	208,348	25,324.60	.00	183,023.52	12.2%

30 OPERATING EXPENSES							

30320 AUDIT FEES	13,250	0	13,250	.00	.00	13,250.00	.0%
30400 TRAVEL/PER DIEM	5,070	0	5,070	1,118.95	.00	3,951.05	22.1%
30410 COMMUNICATIONS	480	0	480	.00	.00	480.00	.0%
30420 POSTAGE	1,200	0	1,200	149.57	.00	1,050.43	12.5%
30450 INSURANCE	8,627	0	8,627	2,171.83	.00	6,455.17	25.2%
30463 EQUIPMENT REPAIRS/MAINT	750	0	750	.00	.00	750.00	.0%
30465 SERVICE CONTRACTS	6,000	0	6,000	1,715.95	.00	4,284.05	28.6%
30470 PRINTING & COPYING	1,985	0	1,985	.00	.00	1,985.00	.0%
30490 MISC EXPENSE	813	0	813	.00	.00	813.00	.0%
30510 OFFICE SUPPLIES	4,100	0	4,100	861.48	.00	3,238.52	21.0%
30520 SUPPLIES	2,000	0	2,000	.00	.00	2,000.00	.0%
30540 PROFESSIONAL BOOKS	160	0	160	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	1,940	0	1,940	.00	.00	1,940.00	.0%
30544 MEMBERSHIPS	265	0	265	.00	.00	265.00	.0%
TOTAL OPERATING EXPENSES	46,640	0	46,640	6,017.78	.00	40,622.22	12.9%

90 NON-OPERATING							

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 7
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90990 CONTINGENCY FUND	50,000	0	50,000	.00	.00	50,000.00	.0%
TOTAL NON-OPERATING	50,000	0	50,000	.00	.00	50,000.00	.0%
TOTAL FINANCE DEPARTMENT	304,988	0	304,988	31,342.38	.00	273,645.74	10.3%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 8
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED

01514 LEGAL COUNSEL							

30 OPERATING EXPENSES							

30310 LEGAL FEES	72,000	0	72,000	5,369.00	.00	66,631.00	7.5%
30492 LEGAL ADVERTISING	10,000	0	10,000	2,992.66	.00	7,007.34	29.9%
30497 RECORDING/FILING FEES	400	0	400	58.00	.00	342.00	14.5%
TOTAL OPERATING EXPENSES	82,400	0	82,400	8,419.66	.00	73,980.34	10.2%
TOTAL LEGAL COUNSEL	82,400	0	82,400	8,419.66	.00	73,980.34	10.2%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01519 OTHER GEN GOVT SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	24,980	0	24,980	276.00	.00	24,704.38	1.1%
10121 BONUS	288	0	288	.00	.00	288.00	.0%
10140 OVERTIME	500	0	500	.00	.00	500.00	.0%
10210 FICA	2,125	0	2,125	21.11	.00	2,103.89	1.0%
10220 RETIREMENT	2,018	0	2,018	.00	.00	2,018.00	.0%
10230 HOSPITALIZATION	8,603	0	8,603	716.91	.00	7,886.09	8.3%
10233 LIFE INSURANCE	99	0	99	9.00	.00	90.12	9.1%
10236 DENTAL INSURANCE	224	0	224	18.64	.00	205.36	8.3%
10240 WORKERS COMPENSATION	1,502	0	1,502	160.66	.00	1,341.34	10.7%
10250 UNEMPLOYMENT COMPENSATION	6,000	0	6,000	.00	.00	6,000.00	.0%
TOTAL PERSONAL SERVICES	46,340	0	46,340	1,202.32	.00	45,137.18	2.6%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	6,450	0	6,450	1,621.00	.00	4,829.00	25.1%
30340 CONTRACTUAL SERVICES	12,000	0	12,000	5,103.00	.00	6,897.00	42.5%
30344 BANK FEES/SERVICE CHARGES	600	0	600	646.04	.00	-46.04	107.7%
30410 COMMUNICATIONS	17,680	0	17,680	1,466.26	.00	16,213.74	8.3%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30430 ELECTRIC	26,400	0	26,400	2,036.66	.00	24,363.34	7.7%
30431 WATER	8,160	0	8,160	801.52	.00	7,358.48	9.8%
30440 RENTAL OF EQUIPMENT	3,660	0	3,660	424.00	.00	3,236.00	11.6%
30450 INSURANCE	28,165	0	28,165	7,090.48	.00	21,074.52	25.2%
30462 VEHICLE REPAIRS/MAINT	1,000	0	1,000	.00	.00	1,000.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	1,224	0	1,224	151.26	.00	1,072.74	12.4%
30464 FACILITIES REPAIRS/MAINT	45,000	0	45,000	471.40	.00	44,528.60	1.0%
30470 PRINTING & COPYING	500	0	500	.00	.00	500.00	.0%
30480 ADVERTISING	1,800	0	1,800	700.87	.00	1,099.13	38.9%
30481 GOODWILL	13,200	0	13,200	9,224.51	.00	3,975.49	69.9%
30491 REDEVELOPMENT TAXES	96,713	0	96,713	.00	.00	96,713.34	.0%
30510 OFFICE SUPPLIES	2,800	0	2,800	143.81	.00	2,656.19	5.1%
30520 SUPPLIES	10,500	0	10,500	477.15	.00	10,022.85	4.5%
30521 UNIFORMS	545	0	545	.00	.00	545.00	.0%
30522 FUEL	500	0	500	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	276,947	0	276,947	30,357.96	.00	246,589.38	11.0%
TOTAL OTHER GEN GOVT SERVICES	323,287	0	323,287	31,560.28	.00	291,726.56	9.8%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED

01521 LAW ENFORCEMENT							

10 PERSONAL SERVICES							

10110 SALARY	147,999	0	147,999	17,124.92	.00	130,874.08	11.6%
10111 BONUS	1,708	0	1,708	1,707.60	.00	.08	100.0%
10120 WAGES	691,509	0	691,509	75,919.27	.00	615,590.21	11.0%
10121 BONUS	8,072	0	8,072	6,101.13	.00	1,970.87	75.6%
10122 SCHOOL CROSSING WAGES	27,938	0	27,938	3,741.72	.00	24,196.68	13.4%
10135 RESERVE OTHER WAGES	30,000	0	30,000	5.70	.00	29,994.30	.0%
10140 OVERTIME	35,000	0	35,000	6,646.47	.00	28,353.53	19.0%
10150 INCENTIVE PAY	25,920	0	25,920	1,679.96	.00	24,240.04	6.5%
10151 HOLIDAY PAY	46,154	0	46,154	3,970.24	.00	42,184.09	8.6%
10155 UNIFORM ALLOWANCE	9,000	0	9,000	.00	.00	9,000.00	.0%
10210 FICA	94,816	0	94,816	8,480.27	.00	86,335.73	8.9%
10220 RETIREMENT	216,088	0	216,088	24,030.12	.00	192,057.88	11.1%
10230 HOSPITALIZATION	163,457	0	163,457	38,337.22	.00	125,119.78	23.5%
10233 LIFE INSURANCE	1,883	0	1,883	306.00	.00	1,577.28	16.2%
10236 DENTAL INSURANCE	4,256	0	4,256	596.48	.00	3,659.52	14.0%
10240 WORKERS COMPENSATION	50,159	0	50,159	5,365.17	.00	44,793.83	10.7%
TOTAL PERSONAL SERVICES	1,553,960	0	1,553,960	194,012.27	.00	1,359,947.90	12.5%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	9,200	0	9,200	.00	.00	9,200.00	.0%
30340 CONTRACTUAL SERVICES	14,800	0	14,800	4,799.39	.00	10,000.61	32.4%
30400 TRAVEL/PER DIEM	13,600	0	13,600	915.00	.00	12,685.00	6.7%
30410 COMMUNICATIONS	17,771	0	17,771	2,100.73	.00	15,670.27	11.8%
30420 POSTAGE	450	0	450	67.07	.00	382.93	14.9%
30440 RENTAL OF EQUIPMENT	1,620	0	1,620	117.68	.00	1,502.32	7.3%
30443 LEASE PAYMENT	100	0	100	455.00	.00	-355.00	455.0%
30450 INSURANCE	66,022	0	66,022	16,620.91	.00	49,401.09	25.2%
30461 RADIO REPAIRS/MAINT	8,040	0	8,040	74.50	.00	7,965.50	.9%
30462 VEHICLE REPAIRS/MAINT	17,500	0	17,500	592.98	.00	16,907.02	3.4%
30463 EQUIPMENT REPAIRS/MAINT	9,960	0	9,960	1,772.00	938.00	7,250.00	27.2%
30464 FACILITIES REPAIRS/MAINT	500	0	500	36.06	.00	463.94	7.2%
30465 SERVICE CONTRACTS	900	0	900	179.51	.00	720.49	19.9%
30470 PRINTING & COPYING	1,500	0	1,500	.00	.00	1,500.00	.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 11
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	0	0	0	<u>1,200.00</u>	.00	-1,200.00	100.0%
30498 INSURANCE CLAIM REPAIR/REPLAC	0	0	0	15,000.00	.00	-15,000.00	100.0%
30510 OFFICE SUPPLIES	3,000	0	3,000	257.17	.00	2,742.83	8.6%
30520 SUPPLIES	6,900	0	6,900	651.55	819.15	5,429.30	21.3%
30521 UNIFORMS	13,000	0	13,000	648.25	.00	12,351.75	5.0%
30522 FUEL	50,000	0	50,000	4,948.60	.00	45,051.40	9.9%
30524 PROMOTIONAL	3,500	0	3,500	117.58	.00	3,382.42	3.4%
30540 PROFESSIONAL BOOKS	700	0	700	.00	.00	700.00	.0%
30543 2ND DOLLAR TNG/POLICE ED FUND	6,800	0	6,800	<u>1,193.56</u>	619.81	4,986.63	26.7%
30544 MEMBERSHIPS	515	0	515	423.75	.00	91.25	82.3%
TOTAL OPERATING EXPENSES	246,378	0	246,378	52,171.29	2,376.96	191,829.75	22.1%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	3,600	0	3,600	1,402.99	.00	2,197.01	39.0%
60643 EQUIP PURCH NONREPAIRABLE	1,000	0	1,000	.00	.00	1,000.00	.0%
60649 EQUIPMENT - VEHICLES	90,000	0	90,000	.00	61,600.44	28,399.56	68.4%
TOTAL CAPITAL OUTLAY	94,600	0	94,600	1,402.99	61,600.44	31,596.57	66.6%
90 NON-OPERATING							
90990 CONTINGENCY FUND	500	0	500	.00	.00	500.00	.0%
TOTAL NON-OPERATING	500	0	500	.00	.00	500.00	.0%
TOTAL LAW ENFORCEMENT	1,895,438	0	1,895,438	<u>247,586.55</u>	63,977.40	1,583,874.22	<u>16.4%</u>

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01522 FIRE CONTROL							

10 PERSONAL SERVICES							

10120 WAGES	131,400	0	131,400	17,932.04	.00	113,467.96	13.6%
10121 BONUS	2,500	0	2,500	1,700.00	.00	800.00	68.0%
10132 STIPENDS- FIREFIGHTERS	87,901	0	87,901	2,187.29	.00	85,713.95	2.5%
10210 FICA	16,973	0	16,973	1,669.11	.00	15,303.89	9.8%
10220 RETIREMENT	4,396	0	4,396	109.36	.00	4,286.64	2.5%
10225 STATE FF RETIREMENT CONTRIB	16,901	0	16,901	.00	.00	16,901.00	.0%
10233 LIFE INSURANCE	2,478	0	2,478	.00	.00	2,478.00	.0%
10240 WORKERS COMPENSATION	13,260	0	13,260	1,418.33	.00	11,841.67	10.7%
TOTAL PERSONAL SERVICES	275,809	0	275,809	25,016.13	.00	250,793.11	9.1%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	5,644	0	5,644	.00	.00	5,643.75	.0%
30340 CONTRACTUAL SERVICES	5,060	0	5,060	657.35	1,301.25	3,101.40	38.7%
30345 CONTRACTUAL VILLAGES	201,771	0	201,771	.00	.00	201,771.00	.0%
30400 TRAVEL/PER DIEM	260	0	260	.00	.00	260.00	.0%
30410 COMMUNICATIONS	6,534	0	6,534	676.73	.00	5,857.27	10.4%
30420 POSTAGE	263	0	263	22.09	.00	240.41	8.4%
30430 ELECTRIC	9,891	0	9,891	686.88	.00	9,204.12	6.9%
30431 WATER	1,386	0	1,386	69.27	.00	1,316.73	5.0%
30440 RENTAL OF EQUIPMENT	1,700	0	1,700	.00	.00	1,700.00	.0%
30450 INSURANCE	27,307	0	27,307	8,759.48	.00	18,547.52	32.1%
30461 RADIO REPAIRS/MAINT	17,510	0	17,510	.00	4,080.00	13,430.20	23.3%
30462 VEHICLE REPAIRS/MAINT	22,000	0	22,000	981.61	.00	21,018.39	4.5%
30463 EQUIPMENT REPAIRS/MAINT	10,390	0	10,390	111.00	.00	10,279.00	1.1%
30464 FACILITIES REPAIRS/MAINT	3,150	0	3,150	71.10	.00	3,078.90	2.3%
30465 SERVICE CONTRACTS	210	0	210	.00	.00	210.00	.0%
30481 GOODWILL	210	0	210	88.35	.00	121.65	42.1%
30490 MISC EXPENSE	210	0	210	.00	.00	210.00	.0%
30510 OFFICE SUPPLIES	4,000	0	4,000	85.48	.00	3,914.52	2.1%
30520 SUPPLIES	3,800	0	3,800	.00	525.00	3,275.00	13.8%
30521 UNIFORMS	7,825	0	7,825	.00	455.70	7,369.30	5.8%
30522 FUEL	9,650	0	9,650	572.91	.00	9,077.09	5.9%
30524 PROMOTIONAL	1,300	0	1,300	391.04	.00	908.96	30.1%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30526 PROTECTIVE CLOTHING	8,920	0	8,920	.00	60.00	8,860.00	.7%
30540 PROFESSIONAL BOOKS	1,000	0	1,000	.00	.00	1,000.00	.0%
30541 SUBSCRIPTIONS	130	0	130	.00	.00	130.00	.0%
30542 TRAINING & EDUCATION	10,500	0	10,500	60.00	.00	10,440.00	.6%
30544 MEMBERSHIPS	585	0	585	.00	.00	585.00	.0%
TOTAL OPERATING EXPENSES	361,205	0	361,205	13,233.29	6,421.95	341,550.21	5.4%
TOTAL FIRE CONTROL	637,015	0	637,015	38,249.42	6,421.95	592,343.32	7.0%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01524 BUILDING & ZONING	-----						
10 PERSONAL SERVICES	-----						
10110 SALARY	69,757	0	69,757	8,049.60	.00	61,706.94	11.5%
10111 BONUS	805	0	805	804.96	.00	.04	100.0%
10120 WAGES	95,726	0	95,726	11,018.82	.00	84,707.33	11.5%
10121 BONUS	882	0	882	1,067.40	.00	-185.35	121.0%
10159 PHONE ALLOWANCE	612	0	612	102.00	.00	510.00	16.7%
10210 FICA	13,425	0	13,425	1,587.64	.00	11,837.74	11.8%
10220 RETIREMENT	8,325	0	8,325	812.12	.00	7,513.31	9.8%
10230 HOSPITALIZATION	25,809	0	25,809	7,075.12	.00	18,733.88	27.4%
10233 LIFE INSURANCE	297	0	297	54.00	.00	243.36	18.2%
10236 DENTAL INSURANCE	672	0	672	111.84	.00	560.16	16.6%
10240 WORKERS COMPENSATION	480	0	480	51.34	.00	428.66	10.7%
TOTAL PERSONAL SERVICES	216,791	0	216,791	30,734.84	.00	186,056.07	14.2%

30 OPERATING EXPENSES	-----						
30311 ENGINEERING FEES	12,000	0	12,000	1,605.00	.00	10,395.00	13.4%
30312 PLANNING FEES	30,000	0	30,000	1,365.15	.00	28,634.85	4.6%
30340 CONTRACTUAL SERVICES	408,847	0	408,847	98,812.32	.00	310,034.48	24.2%
30400 TRAVEL/PER DIEM	800	0	800	.00	.00	800.00	.0%
30420 POSTAGE	3,000	0	3,000	184.84	.00	2,815.16	6.2%
30450 INSURANCE	2,402	0	2,402	604.70	.00	1,797.30	25.2%
30463 EQUIPMENT REPAIRS/MAINT	4,380	0	4,380	347.13	.00	4,032.87	7.9%
30470 PRINTING & COPYING	2,500	0	2,500	.00	.00	2,500.00	.0%
30510 OFFICE SUPPLIES	1,200	0	1,200	18.25	.00	1,181.75	1.5%
30520 SUPPLIES	500	0	500	.00	.00	500.00	.0%
30540 PROFESSIONAL BOOKS	2,500	0	2,500	.00	.00	2,500.00	.0%
30542 TRAINING & EDUCATION	2,000	0	2,000	.00	.00	2,000.00	.0%
30544 MEMBERSHIPS	650	0	650	.00	.00	650.00	.0%
TOTAL OPERATING EXPENSES	470,779	0	470,779	102,937.39	.00	367,841.41	21.9%

60 CAPITAL OUTLAY	-----						

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 15
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60630 IMPROVEMENTS	12,000	0	12,000	.00	.00	12,000.00	.0%
60640 EQUIPMENT PURCHASES	25,000	0	25,000	.00	.00	25,000.00	.0%
TOTAL CAPITAL OUTLAY	37,000	0	37,000	.00	.00	37,000.00	.0%
TOTAL BUILDING & ZONING	724,570	0	724,570	133,672.23	.00	590,897.48	18.4%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 16
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01534 SOLID WASTE							

30 OPERATING EXPENSES							

30434 SOLID WASTE COLLECTION	216,000	0	216,000	17,626.14	.00	198,373.86	8.2%
30435 SOLID WASTE DISPOSAL	192,000	0	192,000	15,504.68	.00	176,495.32	8.1%
30436 YARDWASTE COLLECTION	31,200	0	31,200	2,668.85	.00	28,531.15	8.6%
30437 YARDWASTE DISPOSAL	11,400	0	11,400	982.49	.00	10,417.51	8.6%
30438 RECYCLE	42,000	0	42,000	3,563.33	.00	38,436.67	8.5%
TOTAL OPERATING EXPENSES	492,600	0	492,600	40,345.49	.00	452,254.51	8.2%
TOTAL SOLID WASTE	492,600	0	492,600	40,345.49	.00	452,254.51	8.2%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 17
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01538 STORMWATER MANAGEMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500	0	2,500	.00	.00	2,500.00	.0%
30312 PLANNING FEES	500	0	500	.00	.00	500.00	.0%
30340 CONTRACTUAL SERVICES	7,500	0	7,500	.00	.00	7,500.00	.0%
30400 TRAVEL/PER DIEM	250	0	250	.00	.00	250.00	.0%
30467 SYSTEM REPAIRS	10,000	0	10,000	.00	.00	10,000.00	.0%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30480 ADVERTISING	200	0	200	.00	.00	200.00	.0%
30510 OFFICE SUPPLIES	100	0	100	.00	.00	100.00	.0%
30520 SUPPLIES	300	0	300	.00	.00	300.00	.0%
30542 TRAINING & EDUCATION	500	0	500	.00	.00	500.00	.0%
30544 MEMBERSHIPS	425	0	425	.00	.00	425.00	.0%
TOTAL OPERATING EXPENSES	22,475	0	22,475	.00	.00	22,475.00	.0%

60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL CAPITAL OUTLAY	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL STORMWATER MANAGEMENT	122,475	0	122,475	.00	.00	122,475.00	.0%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01541 ROAD & STREET FACILITIES								

10 PERSONAL SERVICES								

10110	SALARY	33,244	0	33,244	2,595.20	.00	30,648.30	7.8%
10111	BONUS	384	0	384	383.64	.00	-.14	100.0%
10120	WAGES	68,518	0	68,518	5,421.00	.00	63,097.00	7.9%
10121	BONUS	791	0	791	460.80	.00	330.20	58.3%
10140	OVERTIME	4,000	0	4,000	452.55	.00	3,547.45	11.3%
10210	FICA	8,628	0	8,628	709.28	.00	7,918.72	8.2%
10220	RETIREMENT	5,846	0	5,846	295.39	.00	5,550.61	5.1%
10230	HOSPITALIZATION	21,508	0	21,508	1,075.38	.00	20,432.12	5.0%
10233	LIFE INSURANCE	248	0	248	27.00	.00	220.80	10.9%
10236	DENTAL INSURANCE	560	0	560	18.64	.00	541.36	3.3%
10240	WORKERS COMPENSATION	12,322	0	12,322	1,318.00	.00	11,004.00	10.7%
TOTAL PERSONAL SERVICES		156,047	0	156,047	12,756.88	.00	143,290.42	8.2%

30 OPERATING EXPENSES								

30340	CONTRACTUAL SERVICES	10,000	0	10,000	300,000.00	.00	-290,000.00	3000.0%
30400	TRAVEL/PER DIEM	350	0	350	.00	.00	350.00	.0%
30410	COMMUNICATIONS	2,736	0	2,736	308.24	.00	2,427.76	11.3%
30420	POSTAGE	10	0	10	.00	.00	10.00	.0%
30430	ELECTRIC	86,004	0	86,004	5,719.05	.00	80,284.95	6.6%
30431	WATER	900	0	900	71.02	.00	828.98	7.9%
30440	RENTAL OF EQUIPMENT	500	0	500	.00	.00	500.00	.0%
30450	INSURANCE	27,600	0	27,600	6,948.25	.00	20,651.75	25.2%
30460	REPAIRS	8,000	0	8,000	197.96	.00	7,802.04	2.5%
30461	RADIO REPAIRS/MAINT	2,000	0	2,000	.00	.00	2,000.00	.0%
30462	VEHICLE REPAIRS/MAINT	4,000	0	4,000	90.01	.00	3,909.99	2.3%
30463	EQUIPMENT REPAIRS/MAINT	2,500	0	2,500	139.00	.00	2,361.00	5.6%
30464	FACILITIES REPAIRS/MAINT	11,672	0	11,672	1,631.84	.00	10,040.16	14.0%
30490	MISC EXPENSE	2,500	0	2,500	116.87	.00	2,383.13	4.7%
30510	OFFICE SUPPLIES	1,000	0	1,000	.00	.00	1,000.00	.0%
30520	SUPPLIES	8,000	0	8,000	2,600.51	.00	5,399.49	32.5%
30521	UNIFORMS	1,300	0	1,300	97.79	.00	1,202.21	7.5%
30522	FUEL	5,500	0	5,500	127.33	.00	5,372.67	2.3%
30542	TRAINING & EDUCATION	400	0	400	.00	.00	400.00	.0%

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12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 19
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30544 MEMBERSHIPS	150	0	150	.00	.00	150.00	.0%
TOTAL OPERATING EXPENSES	175,122	0	175,122	318,047.87	.00	-142,925.87	181.6%

60 CAPITAL OUTLAY							
60631 STREETS & ROAD RESURFACING	66,600	0	66,600	.00	.00	66,600.00	.0%
TOTAL CAPITAL OUTLAY	66,600	0	66,600	.00	.00	66,600.00	.0%
TOTAL ROAD & STREET FACILITIES	397,769	0	397,769	330,804.75	.00	66,964.55	83.2%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 20
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01571 LIBRARY								

10 PERSONAL SERVICES								

10110	SALARY	48,911	0	48,911	5,642.40	.00	43,268.60	11.5%
10111	BONUS	564	0	564	564.24	.00	-.24	100.0%
10120	WAGES	121,785	0	121,785	12,210.90	.00	109,574.10	10.0%
10121	BONUS	1,478	0	1,478	1,062.96	.00	415.04	71.9%
10140	OVERTIME	1,000	0	1,000	.00	.00	1,000.00	.0%
10210	FICA	13,679	0	13,679	1,465.64	.00	12,213.36	10.7%
10220	RETIREMENT	5,075	0	5,075	738.71	.00	4,336.29	14.6%
10230	HOSPITALIZATION	25,809	0	25,809	4,924.39	.00	20,884.61	19.1%
10233	LIFE INSURANCE	297	0	297	54.00	.00	243.36	18.2%
10236	DENTAL INSURANCE	672	0	672	74.56	.00	597.44	11.1%
10240	WORKERS COMPENSATION	500	0	500	53.48	.00	446.52	10.7%
TOTAL PERSONAL SERVICES		219,770	0	219,770	26,791.28	.00	192,979.08	12.2%

30 OPERATING EXPENSES								

30340	CONTRACTUAL SERVICES	13,700	0	13,700	87.45	.00	13,612.55	.6%
30400	TRAVEL/PER DIEM	966	0	966	479.55	.00	486.45	49.6%
30410	COMMUNICATIONS	30,608	0	30,608	3,897.58	.00	26,710.82	12.7%
30420	POSTAGE	700	0	700	19.78	.00	680.22	2.8%
30430	ELECTRIC	11,520	0	11,520	784.04	.00	10,735.96	6.8%
30431	WATER	2,004	0	2,004	54.51	.00	1,949.49	2.7%
30450	INSURANCE	6,861	0	6,861	1,727.24	.00	5,133.76	25.2%
30464	FACILITIES REPAIRS/MAINT	3,510	0	3,510	134.90	.00	3,375.10	3.8%
30465	SERVICE CONTRACTS	840	0	840	88.00	.00	752.00	10.5%
30483	PROGRAMS	1,900	0	1,900	200.00	.00	1,700.00	10.5%
30510	OFFICE SUPPLIES	7,500	0	7,500	458.14	.00	7,041.86	6.1%
30520	SUPPLIES	5,050	0	5,050	152.50	.00	4,897.50	3.0%
30524	PROMOTIONAL	1,750	0	1,750	.00	.00	1,750.00	.0%
30541	SUBSCRIPTIONS	1,500	0	1,500	24.97	1,276.30	198.73	86.8%
30542	TRAINING & EDUCATION	995	0	995	.00	.00	995.00	.0%
30544	MEMBERSHIPS	270	0	270	.00	.00	270.00	.0%
TOTAL OPERATING EXPENSES		89,674	0	89,674	8,108.66	1,276.30	80,289.44	10.5%

60 CAPITAL OUTLAY								

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 21
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60660 LIBRARY BOOKS	46,000	0	46,000	3,779.33	2,036.61	40,184.06	12.6%
60663 LIBRARY CONSTRUCTION	1,193,138	0	1,193,138	7,320.81	20,050.00	1,165,767.59	2.3%
60664 LIBRARY DVDS	2,800	0	2,800	554.61	.00	2,245.39	19.8%
TOTAL CAPITAL OUTLAY	1,241,938	0	1,241,938	11,654.75	22,086.61	1,208,197.04	2.7%
TOTAL LIBRARY	1,551,383	0	1,551,383	46,554.69	23,362.91	1,481,465.56	4.5%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 22
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01572 MUNICIPAL POOL							

10 PERSONAL SERVICES							

10120 WAGES	42,811	0	42,811	132.63	.00	42,678.37	.3%
10140 OVERTIME	500	0	500	.00	.00	500.00	.0%
10210 FICA	3,313	0	3,313	10.16	.00	3,302.84	.3%
10240 WORKERS COMPENSATION	2,286	0	2,286	244.52	.00	2,041.48	10.7%
TOTAL PERSONAL SERVICES	48,910	0	48,910	387.31	.00	48,522.69	.8%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	1,396	0	1,396	205.20	.00	1,190.80	14.7%
30400 TRAVEL/PER DIEM	2,100	0	2,100	.00	.00	2,100.00	.0%
30410 COMMUNICATIONS	2,388	0	2,388	306.42	.00	2,081.58	12.8%
30420 POSTAGE	25	0	25	.00	.00	25.00	.0%
30430 ELECTRIC	7,020	0	7,020	479.49	.00	6,540.51	6.8%
30431 WATER	3,504	0	3,504	677.88	.00	2,826.12	19.3%
30440 RENTAL OF EQUIPMENT	1,020	0	1,020	.00	.00	1,020.00	.0%
30450 INSURANCE	4,421	0	4,421	1,112.98	.00	3,308.02	25.2%
30463 EQUIPMENT REPAIRS/MAINT	550	0	550	.00	.00	550.00	.0%
30464 FACILITIES REPAIRS/MAINT	5,700	0	5,700	.00	.00	5,700.00	.0%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30480 ADVERTISING	800	0	800	.00	.00	800.00	.0%
30499 LICENSE/PERMITS	275	0	275	.00	.00	275.00	.0%
30510 OFFICE SUPPLIES	300	0	300	.00	.00	300.00	.0%
30520 SUPPLIES	3,500	0	3,500	.00	.00	3,500.00	.0%
30521 UNIFORMS	1,408	0	1,408	418.78	.00	989.22	29.7%
30529 POOL CHEMICALS	5,500	0	5,500	147.00	.00	5,353.00	2.7%
30530 POOL CONCESSION	2,000	0	2,000	.00	.00	2,000.00	.0%
30542 TRAINING & EDUCATION	2,300	0	2,300	.00	.00	2,300.00	.0%
30544 MEMBERSHIPS	100	0	100	.00	.00	100.00	.0%
TOTAL OPERATING EXPENSES	44,507	0	44,507	3,347.75	.00	41,159.25	7.5%
60 CAPITAL OUTLAY							

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 23
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	11,000	0	11,000	.00	.00	11,000.00	.0%
	TOTAL CAPITAL OUTLAY	11,000	0	11,000	.00	.00	11,000.00	.0%
	TOTAL MUNICIPAL POOL	104,417	0	104,417	3,735.06	.00	100,681.94	3.6%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01573 PARKS/RECREATION MAINTENANCE	-----						
10 PERSONAL SERVICES							

10120 WAGES	68,797	0	68,797	7,939.20	.00	60,857.80	11.5%
10121 BONUS	794	0	794	793.92	.00	.08	100.0%
10140 OVERTIME	2,000	0	2,000	29.25	.00	1,970.75	1.5%
10210 FICA	5,815	0	5,815	665.00	.00	5,150.00	11.4%
10220 RETIREMENT	4,423	0	4,423	544.69	.00	3,878.31	12.3%
10230 HOSPITALIZATION	17,206	0	17,206	4,924.39	.00	12,281.61	28.6%
10233 LIFE INSURANCE	198	0	198	36.00	.00	162.24	18.2%
10236 DENTAL INSURANCE	448	0	448	74.56	.00	373.44	16.6%
10240 WORKERS COMPENSATION	3,780	0	3,780	404.32	.00	3,375.68	10.7%
TOTAL PERSONAL SERVICES	103,461	0	103,461	15,411.33	.00	88,049.91	14.9%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	12,300	0	12,300	415.00	.00	11,885.00	3.4%
30410 COMMUNICATIONS	36	0	36	1.98	.00	34.02	5.5%
30430 ELECTRIC	12,420	0	12,420	398.84	.00	12,021.16	3.2%
30431 WATER	2,820	0	2,820	242.36	.00	2,577.64	8.6%
30440 RENTAL OF EQUIPMENT	1,000	0	1,000	.00	.00	1,000.00	.0%
30450 INSURANCE	14,455	0	14,455	3,639.02	.00	10,815.98	25.2%
30462 VEHICLE REPAIRS/MAINT	6,000	0	6,000	1,266.88	.00	4,733.12	21.1%
30463 EQUIPMENT REPAIRS/MAINT	6,450	0	6,450	.00	.00	6,450.00	.0%
30464 FACILITIES REPAIRS/MAINT	4,500	0	4,500	184.95	.00	4,315.05	4.1%
30510 OFFICE SUPPLIES	500	0	500	.00	.00	500.00	.0%
30520 SUPPLIES	7,000	0	7,000	413.37	.00	6,586.63	5.9%
30521 UNIFORMS	1,500	0	1,500	126.57	.00	1,373.43	8.4%
30522 FUEL	5,000	0	5,000	213.74	.00	4,786.26	4.3%
TOTAL OPERATING EXPENSES	73,981	0	73,981	6,902.71	.00	67,078.29	9.3%
60 CAPITAL OUTLAY							

60637 GARDENIA PARK	0	0	0	.00	79,509.87	-79,509.87	100.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 25
glytddbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	56,500	0	56,500	.00	.00	56,500.00	.0%
TOTAL CAPITAL OUTLAY	56,500	0	56,500	.00	79,509.87	-23,009.87	140.7%
TOTAL PARKS/RECREATION MAINTENANCE	233,942	0	233,942	22,314.04	79,509.87	132,118.33	43.5%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01574 RECREATION							

10 PERSONAL SERVICES							

10110 SALARY	48,911	0	48,911	5,642.40	.00	43,268.59	11.5%
10111 BONUS	565	0	565	564.24	.00	.76	99.9%
10120 WAGES	32,227	0	32,227	3,096.57	.00	29,130.48	9.6%
10121 BONUS	300	0	300	268.52	.00	31.48	89.5%
10210 FICA	6,570	0	6,570	691.12	.00	5,878.41	10.5%
10220 RETIREMENT	3,874	0	3,874	536.74	.00	3,337.01	13.9%
10230 HOSPITALIZATION	8,603	0	8,603	2,150.73	.00	6,452.27	25.0%
10233 LIFE INSURANCE	99	0	99	18.00	.00	81.12	18.2%
10236 DENTAL INSURANCE	224	0	224	37.28	.00	186.72	16.6%
10240 WORKERS COMPENSATION	4,329	0	4,329	463.04	.00	3,865.96	10.7%
TOTAL PERSONAL SERVICES	105,701	0	105,701	13,468.64	.00	92,232.80	12.7%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	31,025	0	31,025	9,398.20	.00	21,626.80	30.3%
30400 TRAVEL/PER DIEM	5,470	0	5,470	.00	.00	5,469.99	.0%
30410 COMMUNICATIONS	3,960	0	3,960	604.84	.00	3,355.16	15.3%
30420 POSTAGE	300	0	300	11.74	.00	288.26	3.9%
30430 ELECTRIC	900	0	900	118.15	.00	781.85	13.1%
30431 WATER	420	0	420	34.12	.00	385.88	8.1%
30450 INSURANCE	2,897	0	2,897	729.31	.00	2,167.69	25.2%
30462 VEHICLE REPAIRS/MAINT	500	0	500	.00	.00	500.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	3,850	0	3,850	.00	.00	3,850.00	.0%
30464 FACILITIES REPAIRS/MAINT	1,000	0	1,000	.00	.00	1,000.00	.0%
30470 PRINTING & COPYING	2,000	0	2,000	.00	.00	2,000.00	.0%
30480 ADVERTISING	5,300	0	5,300	1,044.00	.00	4,256.00	19.7%
30510 OFFICE SUPPLIES	900	0	900	78.54	.00	821.46	8.7%
30519 SUPPLIES SENIOR SOCIAL	4,800	0	4,800	271.48	.00	4,528.52	5.7%
30520 SUPPLIES	6,700	0	6,700	178.43	.00	6,521.57	2.7%
30522 FUEL	800	0	800	36.80	.00	763.20	4.6%
30542 TRAINING & EDUCATION	2,800	0	2,800	249.96	.00	2,550.04	8.9%
30544 MEMBERSHIPS	905	0	905	245.00	.00	660.00	27.1%
TOTAL OPERATING EXPENSES	74,527	0	74,527	13,000.57	.00	61,526.42	17.4%

60 CAPITAL OUTLAY							

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 27
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
01574 RECREATION							
60640 EQUIPMENT PURCHASES	6,500	0	6,500	1,493.96	.00	5,006.04	23.0%
TOTAL CAPITAL OUTLAY	6,500	0	6,500	1,493.96	.00	5,006.04	23.0%
TOTAL RECREATION	186,728	0	186,728	27,963.17	.00	158,765.26	15.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 28
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90920 TRANSFER TO GF RESERVE	153,639	0	153,639	.00	.00	153,639.39	.0%
TOTAL NON-OPERATING	153,639	0	153,639	.00	.00	153,639.39	.0%
TOTAL INTERFUND TRANSFERS	153,639	0	153,639	.00	.00	153,639.39	.0%
TOTAL GENERAL FUND	0	0	0	302,504.07	173,272.13	-475,776.20	100.0%
TOTAL REVENUES	-7,635,331	0	-7,635,331	-719,441.96	.00	-6,915,889.04	990
TOTAL EXPENSES	7,635,331	0	7,635,331	1,021,946.03	173,272.13	6,440,112.84	1390

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 29
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20001 REDEVELOPMENT FUND REVENU							

33 INTERGOVERN. REVENUE							

33901 CITY OF FRUITLAND PARK	-96,713	0	-96,713	.00	.00	-96,713.34	.0%
33902 LAKE COUNTY COMMISSION	-123,218	0	-123,218	.00	.00	-123,218.29	.0%
33903 LAKE CO WATER AUTHORITY	-6,196	0	-6,196	.00	.00	-6,196.37	.0%
33904 LAKE CO AMBULANCE DISTRICT	-11,145	0	-11,145	.00	.00	-11,144.54	.0%
TOTAL INTERGOVERN. REVENUE	-237,273	0	-237,273	.00	.00	-237,272.54	.0%

36 MISC. REVENUE							

36110 INTEREST INCOME	-602	0	-602	-98.87	.00	-503.59	16.4%
TOTAL MISC. REVENUE	-602	0	-602	-98.87	.00	-503.59	16.4%

38 NON REVENUES							

38001 XFER IN FUND BALANCE	-172,438	0	-172,438	.00	.00	-172,438.00	.0%
TOTAL NON REVENUES	-172,438	0	-172,438	.00	.00	-172,438.00	.0%
TOTAL REDEVELOPMENT FUND REVENU	-410,313	0	-410,313	-98.87	.00	-410,214.13	.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 30
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT TRUST FUND							

20511 COMMUNITY REDEVELOPMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,000	0	2,000	.00	.00	2,000.00	.0%
30313 PROFESSIONAL FEES	2,000	0	2,000	.00	.00	2,000.00	.0%
30479 ABATEMENT	5,000	0	5,000	.00	.00	5,000.00	.0%
30490 MISC EXPENSE	5,000	0	5,000	.00	.00	5,000.00	.0%
30544 MEMBERSHIPS	570	0	570	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	14,570	0	14,570	175.00	.00	14,395.00	1.2%
60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	0	0	0	5,662.68	.00	-5,662.68	100.0%
60631 STREETS & ROAD RESURFACING	120,000	0	120,000	.00	.00	120,000.00	.0%
60655 SYSTEM IMPROVEMENTS	172,438	0	172,438	1,320.00	11,000.00	160,118.00	7.1%
TOTAL CAPITAL OUTLAY	292,438	0	292,438	6,982.68	11,000.00	274,455.32	6.1%
90 NON-OPERATING							

90990 CONTINGENCY FUND	65,834	0	65,834	.00	.00	65,834.00	.0%
TOTAL NON-OPERATING	65,834	0	65,834	.00	.00	65,834.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	372,842	0	372,842	7,157.68	11,000.00	354,684.32	4.9%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 31
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT TRUST FUND							

20581 INTERFUND TRANSFER							

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	37,471	0	37,471	.00	.00	37,471.00	.0%
TOTAL NON-OPERATING	37,471	0	37,471	.00	.00	37,471.00	.0%
TOTAL INTERFUND TRANSFER	37,471	0	37,471	.00	.00	37,471.00	.0%
TOTAL REDEVELOPMENT TRUST FUND	0	0	0	7,058.81	11,000.00	-18,058.81	100.0%
TOTAL REVENUES	-410,313	0	-410,313	-98.87	.00	-410,214.13	0%
TOTAL EXPENSES	410,313	0	410,313	<u>7,157.68</u>	11,000.00	392,155.32	2%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 32
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30001 CAPITAL PROJECTS REVENUES								

31 TAXES								

31260	DISCRETIONALLY SALES SURTAX	-411,219	0	-411,219	-26,420.09	.00	-384,798.91	6.4%
	TOTAL TAXES	-411,219	0	-411,219	-26,420.09	.00	-384,798.91	6.4%
36 MISC. REVENUE								

36120	INTEREST EARNED	-3,146	0	-3,146	-1,088.62	.00	-2,057.38	34.6%
	TOTAL MISC. REVENUE	-3,146	0	-3,146	-1,088.62	.00	-2,057.38	34.6%
38 NON REVENUES								

38001	XFER IN FUND BALANCE	-622,193	0	-622,193	.00	.00	-622,193.00	.0%
	TOTAL NON REVENUES	-622,193	0	-622,193	.00	.00	-622,193.00	.0%
	TOTAL CAPITAL PROJECTS REVENUES	-1,036,558	0	-1,036,558	-27,508.71	.00	-1,009,049.29	2.7%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 33
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED

30521 LAW ENFORCEMENT CAP PROJ							

60 CAPITAL OUTLAY							

60649 EQUIPMENT - VEHICLES	67,080	0	67,080	11,180.00	55,900.00	.00	100.0%
TOTAL CAPITAL OUTLAY	67,080	0	67,080	11,180.00	55,900.00	.00	100.0%
TOTAL LAW ENFORCEMENT CAP PROJ	67,080	0	67,080	11,180.00	55,900.00	.00	100.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 34
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30522 FIRE DEPT CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	126,300	0	126,300	.00	.00	126,300.00	.0%
TOTAL CAPITAL OUTLAY	126,300	0	126,300	.00	.00	126,300.00	.0%
TOTAL FIRE DEPT CAPITAL PROJECT	126,300	0	126,300	.00	.00	126,300.00	.0%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 35
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

30541 ROAD & ST CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60620 BUILDINGS	400,000	0	400,000	2,000.00	.00	398,000.00	.5%
60640 EQUIPMENT PURCHASES	60,000	0	60,000	47,379.31	.00	12,620.69	79.0%
TOTAL CAPITAL OUTLAY	460,000	0	460,000	49,379.31	.00	410,620.69	10.7%
TOTAL ROAD & ST CAPITAL PROJECT	460,000	0	460,000	49,379.31	.00	410,620.69	10.7%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 36
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED	

30571 LIBRARY CAPITAL PROJECTS								

60 CAPITAL OUTLAY								

60640 EQUIPMENT PURCHASES	17,695	0	17,695	.00	.00	17,695.00	.0%	
TOTAL CAPITAL OUTLAY	17,695	0	17,695	.00	.00	17,695.00	.0%	
TOTAL LIBRARY CAPITAL PROJECTS	17,695	0	17,695	.00	.00	17,695.00	.0%	

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 37
glytbdud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED

30572 RECREATION CAP PROJECTS							

60 CAPITAL OUTLAY							

60632 SOCCER/FOOTBALL FIELD	150,000	0	150,000	.00	42,160.00	107,840.00	28.1%
TOTAL CAPITAL OUTLAY	150,000	0	150,000	.00	42,160.00	107,840.00	28.1%
TOTAL RECREATION CAP PROJECTS	150,000	0	150,000	.00	42,160.00	107,840.00	28.1%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 38
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90914 XFER TO UTILITY	215,483	0	215,483	.00	.00	215,483.00	.0%
TOTAL NON-OPERATING	215,483	0	215,483	.00	.00	215,483.00	.0%
TOTAL INTERFUND TRANSFERS	215,483	0	215,483	.00	.00	215,483.00	.0%
TOTAL CAPITAL PROJECTS FUND	0	0	0	33,050.60	98,060.00	-131,110.60	100.0%
TOTAL REVENUES	-1,036,558	0	-1,036,558	-27,508.71	.00	-1,009,049.29	390
TOTAL EXPENSES	1,036,558	0	1,036,558	<u>60,559.31</u>	98,060.00	877,938.69	690

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 39
glytbdud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
400 UTILITY FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

40001 WATER UTILITY REVENUES							

34 CHARGES FOR SERVICES							

34321 BULK WATER SALES	-34,800	0	-34,800	-3,042.73	.00	-31,757.27	8.7%
34331 SALE OF WATER	-579,598	0	-579,598	-102,538.52	.00	-477,059.48	17.7%
34332 INSTALLATION OF METERS	-10,000	0	-10,000	-7,800.00	.00	-2,200.00	78.0%
34333 BACKFLOW INSTALLATION	-1,550	0	-1,550	-1,098.37	.00	-451.63	70.9%
34334 WATER LINE INSTALLATION	-700	0	-700	.00	.00	-700.00	.0%
34335 OTHER REVENUES	-57,000	0	-57,000	-9,465.71	.00	-47,534.29	16.6%
TOTAL CHARGES FOR SERVICES	-683,648	0	-683,648	-123,945.33	.00	-559,702.67	18.1%
36 MISC. REVENUE							

36120 INTEREST EARNED	-4,450	0	-4,450	-4,765.54	.00	315.54	107.1%
36320 WATER IMPACT FEE	-89,891	0	-89,891	-13,780.15	.00	-76,110.85	15.3%
TOTAL MISC. REVENUE	-94,341	0	-94,341	-18,545.69	.00	-75,795.31	19.7%
TOTAL WATER UTILITY REVENUES	-777,989	0	-777,989	-142,491.02	.00	-635,497.98	18.3%

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40301 SEWER UTILTIY REVENUES							

33 INTERGOVERN. REVENUE							

33436 GRANT SEWER/WW EPA	-500,000	0	-500,000	.00	.00	-500,000.00	.0%
TOTAL INTERGOVERN. REVENUE	-500,000	0	-500,000	.00	.00	-500,000.00	.0%

34 CHARGES FOR SERVICES							

34334 WATER LINE INSTALLATION	-2,000	0	-2,000	.00	.00	-2,000.00	.0%
34339 SEWER DECOMMISSION	-1,750	0	-1,750	.00	.00	-1,750.00	.0%
34351 SEWER UTILITY REVENUE	-112,263	0	-112,263	-20,129.05	.00	-92,133.95	17.9%
34352 ELECTRIC CONNECTION SEWER	-3,725	0	-3,725	.00	.00	-3,725.00	.0%
TOTAL CHARGES FOR SERVICES	-119,738	0	-119,738	-20,129.05	.00	-99,608.95	16.8%

36 MISC. REVENUE							

36321 SEWER IMPACT FEE	-42,086	0	-42,086	.00	.00	-42,086.00	.0%
TOTAL MISC. REVENUE	-42,086	0	-42,086	.00	.00	-42,086.00	.0%

38 NON REVENUES							

38006 XFER IN WTR/SWR IMPACT FEES	-137,669	0	-137,669	.00	.00	-137,669.00	.0%
38300 XFER IN CAPITAL PROJECT	-215,483	0	-215,483	.00	.00	-215,483.00	.0%
38401 DEBT PROCEEDS - LOAN	-1,925,466	0	-1,925,466	.00	.00	-1,925,466.00	.0%
TOTAL NON REVENUES	-2,278,618	0	-2,278,618	.00	.00	-2,278,618.00	.0%
TOTAL SEWER UTILTIY REVENUES	-2,940,442	0	-2,940,442	-20,129.05	.00	-2,920,312.95	.7%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 41
glytbdud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40533 WATER UTILITY SERVICES	-----						
10 PERSONAL SERVICES							

10110 SALARY	87,843	0	87,843	13,416.40	.00	74,426.17	15.3%
10111 BONUS	1,644	0	1,644	1,013.64	.00	630.36	61.7%
10120 WAGES	243,160	0	243,160	30,625.17	.00	212,534.83	12.6%
10121 BONUS	2,982	0	2,982	1,595.12	.00	1,386.88	53.5%
10140 OVERTIME	9,000	0	9,000	1,216.08	.00	7,783.92	13.5%
10210 FICA	28,182	0	28,182	3,514.97	.00	24,667.03	12.5%
10220 RETIREMENT	20,775	0	20,775	2,170.97	.00	18,604.03	10.4%
10230 HOSPITALIZATION	68,824	0	68,824	9,477.20	.00	59,346.80	13.8%
10233 LIFE INSURANCE	793	0	793	71.96	.00	721.00	9.1%
10236 DENTAL INSURANCE	1,792	0	1,792	149.12	.00	1,642.88	8.3%
10240 WORKERS COMPENSATION	13,629	0	13,629	1,457.80	.00	12,171.20	10.7%
TOTAL PERSONAL SERVICES	478,624	0	478,624	64,708.43	.00	413,915.10	13.5%
30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500	0	2,500	.00	.00	2,500.00	.0%
30315 CONSUMPTIVE USE PERMIT	10,000	0	10,000	.00	.00	10,000.00	.0%
30320 AUDIT FEES	8,750	0	8,750	.00	.00	8,750.00	.0%
30340 CONTRACTUAL SERVICES	84,919	0	84,919	1,420.11	31,326.00	52,172.89	38.6%
30400 TRAVEL/PER DIEM	500	0	500	.00	.00	500.00	.0%
30410 COMMUNICATIONS	10,948	0	10,948	1,181.10	.00	9,766.90	10.8%
30420 POSTAGE	11,314	0	11,314	978.13	.00	10,335.87	8.6%
30430 ELECTRIC	36,504	0	36,504	3,834.13	.00	32,669.87	10.5%
30440 RENTAL OF EQUIPMENT	500	0	500	.00	.00	500.00	.0%
30450 INSURANCE	12,295	0	12,295	3,095.24	.00	9,199.76	25.2%
30460 REPAIRS	30,000	0	30,000	2,599.19	1,842.00	25,558.81	14.8%
30462 VEHICLE REPAIRS/MAINT	4,500	0	4,500	.00	.00	4,500.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	6,000	0	6,000	.00	.00	6,000.00	.0%
30464 FACILITIES REPAIRS/MAINT	12,500	0	12,500	242.51	.00	12,257.49	1.9%
30466 FIRE HYDRANT REPLACEMENT	7,500	0	7,500	.00	.00	7,500.00	.0%
30470 PRINTING & COPYING	500	0	500	.00	.00	500.00	.0%
30480 ADVERTISING	500	0	500	.00	.00	500.00	.0%
30490 MISC EXPENSE	20,000	0	20,000	.00	.00	20,000.00	.0%
30510 OFFICE SUPPLIES	1,000	0	1,000	.00	.00	1,000.00	.0%

NOVEMBER 30, 2017

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30520 SUPPLIES	29,700	0	29,700	6,177.75	18,467.89	5,054.36	83.0%
30521 UNIFORMS	2,375	0	2,375	460.06	.00	1,914.74	19.4%
30522 FUEL	8,000	0	8,000	2,106.84	.00	5,893.16	26.3%
30542 TRAINING & EDUCATION	2,000	0	2,000	.00	.00	2,000.00	.0%
30544 MEMBERSHIPS	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL OPERATING EXPENSES	304,305	0	304,305	22,095.06	51,635.89	230,573.85	24.2%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	4,500	0	4,500	9.90	.00	4,490.10	.2%
60655 SYSTEM IMPROVEMENTS	150,000	0	150,000	.00	.00	150,000.00	.0%
TOTAL CAPITAL OUTLAY	154,500	0	154,500	9.90	.00	154,490.10	.0%
70 DEBT SERVICE							
70743 FDOT HWY CONSTRUCTION LOAN	14,187	0	14,187	.00	.00	14,187.00	.0%
TOTAL DEBT SERVICE	14,187	0	14,187	.00	.00	14,187.00	.0%
90 NON-OPERATING							
90940 CONTINGENCY FUND	50,000	0	50,000	.00	.00	50,000.00	.0%
90991 BAD DEBT EXPENSE	750	0	750	.00	.00	750.00	.0%
TOTAL NON-OPERATING	50,750	0	50,750	.00	.00	50,750.00	.0%
TOTAL WATER UTILITY SERVICES	1,002,365	0	1,002,365	86,813.39	51,635.89	863,916.05	13.8%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 43
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40535 SEWER UTILITY SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	51,313	0	51,313	1,632.00	.00	49,681.00	3.2%
10121 BONUS	592	0	592	96.00	.00	496.00	16.2%
10140 OVERTIME	3,000	0	3,000	.00	.00	3,000.00	.0%
10210 FICA	4,530	0	4,530	128.44	.00	4,401.56	2.8%
10220 RETIREMENT	4,302	0	4,302	154.16	.00	4,147.84	3.6%
10230 HOSPITALIZATION	17,206	0	17,206	.00	.00	17,206.00	.0%
10233 LIFE INSURANCE	198	0	198	.00	.00	198.24	.0%
10236 DENTAL INSURANCE	448	0	448	.00	.00	448.00	.0%
10240 WORKERS COMPENSATION	2,721	0	2,721	291.06	.00	2,429.94	10.7%
TOTAL PERSONAL SERVICES	84,310	0	84,310	2,301.66	.00	82,008.58	2.7%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	1,000	0	1,000	.00	.00	1,000.00	.0%
30320 AUDIT FEES	8,750	0	8,750	.00	.00	8,750.00	.0%
30340 CONTRACTUAL SERVICES	57,000	0	57,000	1,622.00	.00	55,378.00	2.8%
30400 TRAVEL/PER DIEM	300	0	300	.00	.00	300.00	.0%
30420 POSTAGE	50	0	50	.46	.00	49.54	.9%
30430 ELECTRIC	20,004	0	20,004	1,166.06	.00	18,837.94	5.8%
30431 WATER	2,604	0	2,604	80.00	.00	2,524.00	3.1%
30440 RENTAL OF EQUIPMENT	500	0	500	.00	.00	500.00	.0%
30450 INSURANCE	13,254	0	13,254	3,336.67	.00	9,917.33	25.2%
30462 VEHICLE REPAIRS/MAINT	3,000	0	3,000	300.77	.00	2,699.23	10.0%
30463 EQUIPMENT REPAIRS/MAINT	4,000	0	4,000	1,729.39	.00	2,270.61	43.2%
30464 FACILITIES REPAIRS/MAINT	1,000	0	1,000	.00	.00	1,000.00	.0%
30467 SYSTEM REPAIRS	3,000	0	3,000	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	500	0	500	.00	.00	500.00	.0%
30520 SUPPLIES	9,000	0	9,000	912.64	.00	8,087.36	10.1%
30521 UNIFORMS	1,200	0	1,200	186.67	.00	1,013.33	15.6%
30522 FUEL	3,000	0	3,000	468.27	.00	2,531.73	15.6%
30542 TRAINING & EDUCATION	2,200	0	2,200	.00	.00	2,200.00	.0%
TOTAL OPERATING EXPENSES	130,362	0	130,362	9,802.93	.00	120,559.07	7.5%

60 CAPITAL OUTLAY							

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 44
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FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	160,000	0	160,000	736.52	.00	159,263.48	.5%
60655 SYSTEM IMPROVEMENTS	1,846,452	0	1,846,452	435.00	28,034.24	1,817,983.19	1.5%
TOTAL CAPITAL OUTLAY	2,006,452	0	2,006,452	1,171.52	28,034.24	1,977,246.67	1.5%
70 DEBT SERVICE							
70740 DEBT SERVICE LOAN PRINC SRF	111,301	0	111,301	.00	.00	111,301.00	.0%
70741 INTEREST SEWER SRF LOAN #1	3,722	0	3,722	.00	.00	3,722.00	.0%
70742 INTEREST SEWER SRF LOAN #2	22,647	0	22,647	.00	.00	22,647.00	.0%
70744 INTEREST SEWER BB&T BANK LOAN	58,250	0	58,250	29,125.01	.00	29,124.99	50.0%
70745 DEBT SERV LOAN PRINC BB&T	143,046	0	143,046	.00	.00	143,046.00	.0%
TOTAL DEBT SERVICE	338,966	0	338,966	29,125.01	.00	309,840.99	8.6%
90 NON-OPERATING							
90919 TRANSFER TO RETAINED EARNINGS	45,975	0	45,975	.00	.00	45,975.00	.0%
90940 CONTINGENCY FUND	50,000	0	50,000	.00	.00	50,000.00	.0%
TOTAL NON-OPERATING	95,975	0	95,975	.00	.00	95,975.00	.0%
TOTAL SEWER UTILITY SERVICES	2,656,066	0	2,656,066	42,401.12	28,034.24	2,585,630.31	2.7%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 45
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90910 CONTRIBUTIONS/GEN FUND	60,000	0	60,000	10,000.00	.00	50,000.00	16.7%
TOTAL NON-OPERATING	60,000	0	60,000	10,000.00	.00	50,000.00	16.7%
TOTAL INTERFUND TRANSFERS	60,000	0	60,000	10,000.00	.00	50,000.00	16.7%
TOTAL UTILITY FUND	0	0	0	-23,405.56	79,670.13	-56,264.57	100.0%
TOTAL REVENUES	-3,718,431	0	-3,718,431	-162,620.07	.00	-3,555,810.93	4%
TOTAL EXPENSES	3,718,431	0	3,718,431	139,214.51	79,670.13	3,499,546.36	4%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 46
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 600 FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

60001 FIRE PENSION REVENUES							

36 MISC. REVENUE							

36110 INTEREST INCOME	-2,920	0	-2,920	-541.63	.00	-2,378.37	18.5%
36120 INTEREST EARNED	-7,600	0	-7,600	-437.82	.00	-7,162.18	5.8%
36130 CHANGE IN FAIR MARKET VALUE	0	0	0	-5,524.05	.00	5,524.05	100.0%
TOTAL MISC. REVENUE	-10,520	0	-10,520	-6,503.50	.00	-4,016.50	61.8%

38 NON REVENUES							

38500 PARTICIPANTS CONTRIBUTION	-4,396	0	-4,396	13.16	.00	-4,409.16	-.3%
38501 CITY CONTRIBUTION	-4,396	0	-4,396	13.16	.00	-4,409.16	-.3%
38510 STATE INS CONTRIBUTION	-17,000	0	-17,000	.00	.00	-17,000.00	.0%
TOTAL NON REVENUES	-25,792	0	-25,792	26.32	.00	-25,818.32	-.1%
TOTAL FIRE PENSION REVENUES	-36,312	0	-36,312	-6,477.18	.00	-29,834.82	17.8%

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 47
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 600 FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

60522 FIRE PENSION TRUST FUND							

30 OPERATING EXPENSES							

30320 AUDIT FEES	1,000	0	1,000	.00	.00	1,000.00	.0%
30490 MISC EXPENSE	31,112	0	31,112	.00	.00	31,112.00	.0%
30494 RETIREMENT REFUNDS	3,000	0	3,000	.00	.00	3,000.00	.0%
30496 RETIREMENT BENEFITS	1,200	0	1,200	183.46	.00	1,016.54	15.3%
TOTAL OPERATING EXPENSES	36,312	0	36,312	183.46	.00	36,128.54	.5%
TOTAL FIRE PENSION TRUST FUND	36,312	0	36,312	183.46	.00	36,128.54	.5%
TOTAL FIRE PENSION FUND	0	0	0	-6,293.72	.00	6,293.72	100.0%
TOTAL REVENUES	-36,312	0	-36,312	-6,477.18	.00	-29,834.82	
TOTAL EXPENSES	36,312	0	36,312	183.46	.00	36,128.54	

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 48
glytbdud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62001 RECREATION REVENUE							

34 CHARGES FOR SERVICES							

34722 ADULT SOFTBALL LEAGUE	-23,600	0	-23,600	-2,770.00	.00	-20,830.00	11.7%
34724 GIRLS SOFTBALL	-3,800	0	-3,800	.00	.00	-3,800.00	.0%
34726 T-BALL	-3,800	0	-3,800	-320.00	.00	-3,480.00	8.4%
34728 SOCCER	-3,800	0	-3,800	-765.00	.00	-3,035.00	20.1%
34729 SWIM TEAM	-2,000	0	-2,000	.00	.00	-2,000.00	.0%
34731 ZUMBA	-2,300	0	-2,300	.00	.00	-2,300.00	.0%
34732 BASKETBALL	-3,800	0	-3,800	.00	.00	-3,800.00	.0%
34733 TRICK OR TROT 5K	-7,500	0	-7,500	-1,267.40	.00	-6,232.60	16.9%
34736 LACROSSE	-3,800	0	-3,800	.00	.00	-3,800.00	.0%
34737 VOLLEYBALL	-3,800	0	-3,800	-635.00	.00	-3,165.00	16.7%
34738 KICKBALL	-3,800	0	-3,800	.00	.00	-3,800.00	.0%
34739 SUMMER CAMP	-8,500	0	-8,500	.00	.00	-8,500.00	.0%
34740 LOVE RUN 5K	-7,625	0	-7,625	.00	.00	-7,625.00	.0%
34750 FLAG FOOTBALL	-3,800	0	-3,800	-630.00	.00	-3,170.00	16.6%
34790 RECREATION SIGN	0	0	0	-100.00	.00	100.00	100.0%
TOTAL CHARGES FOR SERVICES	-81,925	0	-81,925	-6,487.40	.00	-75,437.60	7.9%

36 MISC. REVENUE							

36110 INTEREST INCOME	-241	0	-241	-6.49	.00	-234.51	2.7%
TOTAL MISC. REVENUE	-241	0	-241	-6.49	.00	-234.51	2.7%
TOTAL RECREATION REVENUE	-82,166	0	-82,166	-6,493.89	.00	-75,672.11	7.9%

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 49
glytdbud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
620 RECREATION FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

62579 RECREATION FUND							

30 OPERATING EXPENSES							

30343 SUMMER CAMP	10,000	0	10,000	.00	.00	10,000.00	.0%
30348 BASEBALL	3,800	0	3,800	.00	.00	3,800.00	.0%
30351 SOFTBALL PROGRAM	21,278	0	21,278	2,124.00	.00	19,154.00	10.0%
30353 TRICK OR TROT 5K	7,500	0	7,500	1,741.25	.00	5,758.75	23.2%
30355 KICKBALL	0	0	0	-47.99	.00	47.99	100.0%
30357 SWIM TEAM	500	0	500	.00	.00	500.00	.0%
30360 SOCCER PROGRAM	3,800	0	3,800	.00	.00	3,800.00	.0%
30362 VOLLEYBALL	3,800	0	3,800	.00	.00	3,800.00	.0%
30363 T-BALL	3,780	0	3,780	10.00	.00	3,770.00	.3%
30380 LOVE RUN 5 K	7,500	0	7,500	367.00	.00	7,133.00	4.9%
30470 PRINTING & COPYING	100	0	100	.00	.00	100.00	.0%
30490 MISC EXPENSE	1,253	0	1,253	.00	.00	1,253.00	.0%
TOTAL OPERATING EXPENSES	63,311	0	63,311	4,194.26	.00	59,116.74	6.6%

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	18,855	0	18,855	.00	.00	18,855.00	.0%
TOTAL NON-OPERATING	18,855	0	18,855	.00	.00	18,855.00	.0%
TOTAL RECREATION FUND	82,166	0	82,166	4,194.26	.00	77,971.74	5.1%
TOTAL RECREATION FUND	0	0	0	-2,299.63	.00	2,299.63	100.0%
TOTAL REVENUES	-82,166	0	-82,166	-6,493.89	.00	-75,672.11	890
TOTAL EXPENSES	82,166	0	82,166	<u>4,194.26</u>	.00	77,971.74	590

12/18/2017 13:43
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 50
glytbdud

FOR 2018 02

JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

GRAND TOTAL	0	0	0	310,614.57	362,002.26	-672,616.83	100.0%

** END OF REPORT - Generated by Sue Parker **

12/18/2017 13:43
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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 17% LAPSED

NOVEMBER 30, 2017

P 51
glytdbud

REPORT OPTIONS

Sequence	Field #	Total	Page Break
1	1	Y	Y
2	9	Y	Y
3	10	Y	N
4	11	Y	N

Report title:

YEAR TO DATE BUDGET - 17% LAPSED

Includes accounts exceeding 0% of budget.

Print totals only: Y

Print Full or Short description: F

Print full GL account: N

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: N

Print journal detail: Y

From Yr/Per: 2016/ 1

To Yr/Per: 2016/13

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: N

Multiyear view: D

Amounts/totals exceed 999 million dollars: N

Year/Period: 2018/ 2

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria

Field Name	Field Value
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Org	
Object	
Project	
Rollup code	
Account type	
Account status	Active

RESOLUTION 2004-014

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

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

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

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

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

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

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

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

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

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

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

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

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

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

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
- (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
- (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

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

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

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

Section 3. This resolution shall be effective upon passage.

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



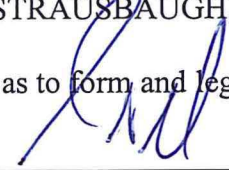
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney





**AGENDA ITEM
NUMBER
5f**

5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	QUASI-JUDICIAL HEARING - Ordinance 2018-002 – Rezoning and Development Agreement - Petitioner: First Baptist Church of Leesburg Inc.			
For the Meeting of:	January 11, 2018			
Submitted by:	City Manager/City Attorney/Community Development Director			
Date Submitted:	December 14, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Ordinance 2018-002, the second reading will be held on January 25, 2018.				
Action to be Taken: Approve the LPA’s recommendation.				
Staff’s Recommendation: Approve LPA’s recommendation.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by First Baptist Church of Leesburg, Inc., Owner, requesting that approximately 14.95 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from General Commercial (C-2) to Mixed Use Planned Unit Development; approximately 52.70 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from Public Facilities District (PFD) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 85.44 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from Single Family Medium Density Residential (R-2) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 17.00 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the “Property”) be rezoned from High Density Residential/Neighborhood Commercial (R-3A) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; and further requesting that approximately 33.98 acres of property be rezoned from Greenbelt District (GB) to Mixed Use Planned Unit Development within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;
and

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

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

Section 1. The following described property consisting of approximately 206.11 ± acres of land generally located south of CR 466A and west of Pine Ridge Dairy Road shall hereafter be designated as PUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit "A".

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

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

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2017.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Commissioner Bell
Mayor Cheshire

_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

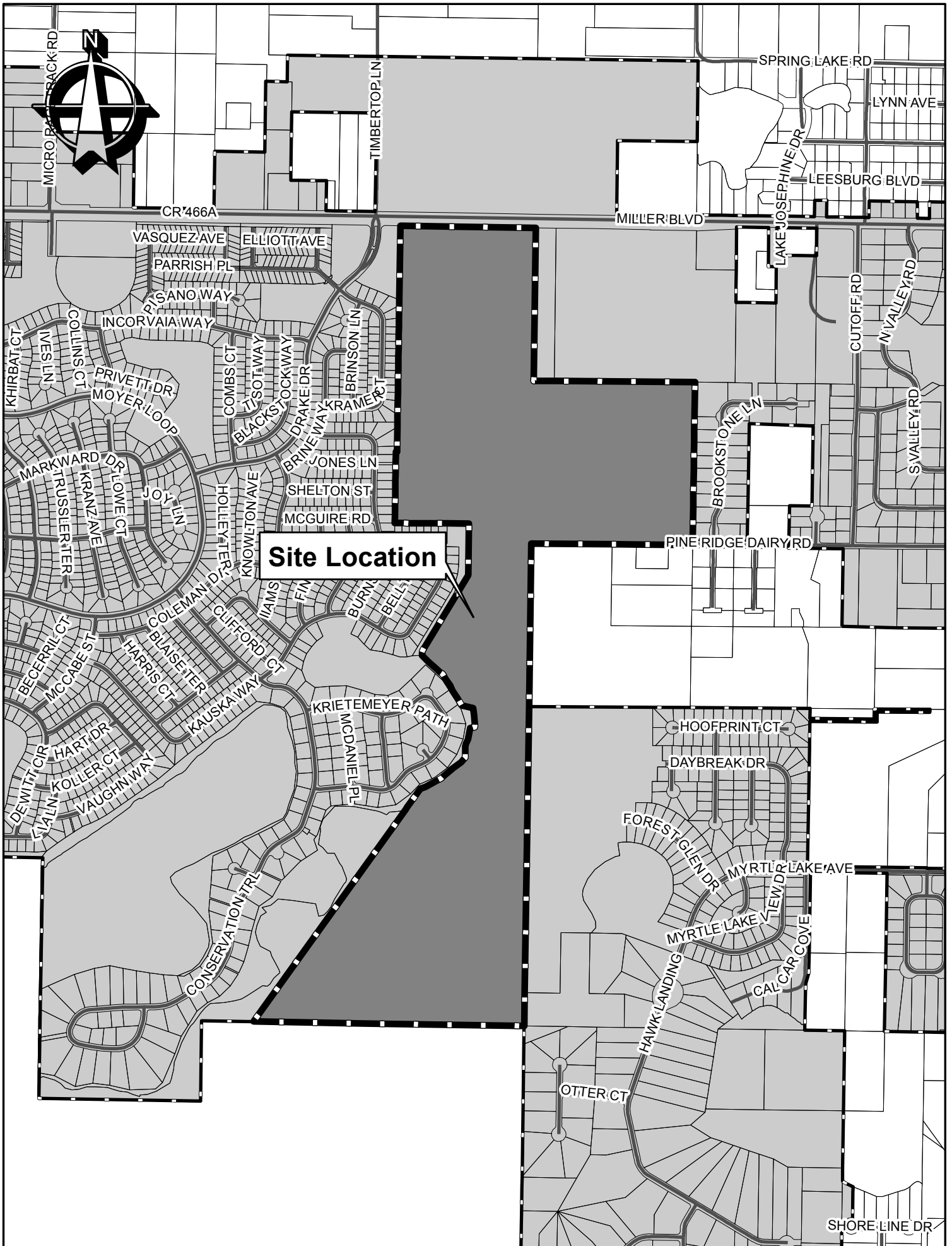
EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE

S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°40'49"E, 1,331.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°42'41"W, 1,271.43 FEET TO THE POINT OF BEGINNING.
CONTAINING 205.76 ACRES, MORE OR LESS.



Site Location

MICRO BACK RD

CR 466A

TIMBERTOP LN

SPRING LAKE RD

LYNN AVE

LEESBURG BLVD

MILLER BLVD

LAKE JOSEPHINE DR

CUTOFF RD

N VALLEY RD

VASQUEZ AVE

ELLIOTT AVE

PARRISH PL

RISANO WAY

INCORVAIA WAY

KHIRBAT CT

WESLIN LN

COLLINS CT

PRIVETT DR

MOYER LOOP

COMBS CT

T SOT WAY

BLACKSTOCK WAY

BRINEWAY

DRAKE DR

BRINSON LN

KRAMER RT

JONES LN

SHELTON ST

MCGUIRE RD

BROOKSTONE LN

S VALLEY RD

SPRINGERIDGE DAIRY RD

Site Location

MARKWARD DR

TRUSSERTER

KRANZ AVE

DR TOWE CT

JOY LN

HOLLEY AVE

KNOWLTON AVE

EVANSTON AVE

COLEMAN DR

GLIFFORD CT

IIAMS FN

BURN BELLS

BECKER CT

MCCABE ST

HARRIS CT

BLASE TER

KAUSKA WAY

CONSERVATION TRL

KRIEEMEYER PATH

MCDANIEL PL

DEWITT CIR

FLAN KOLLER CT

HART DR

VAUGHN WAY

HOOFPRI CT

DAYBREAK DR

FOREST GLEN DR

MYRTLE LAKE AVE

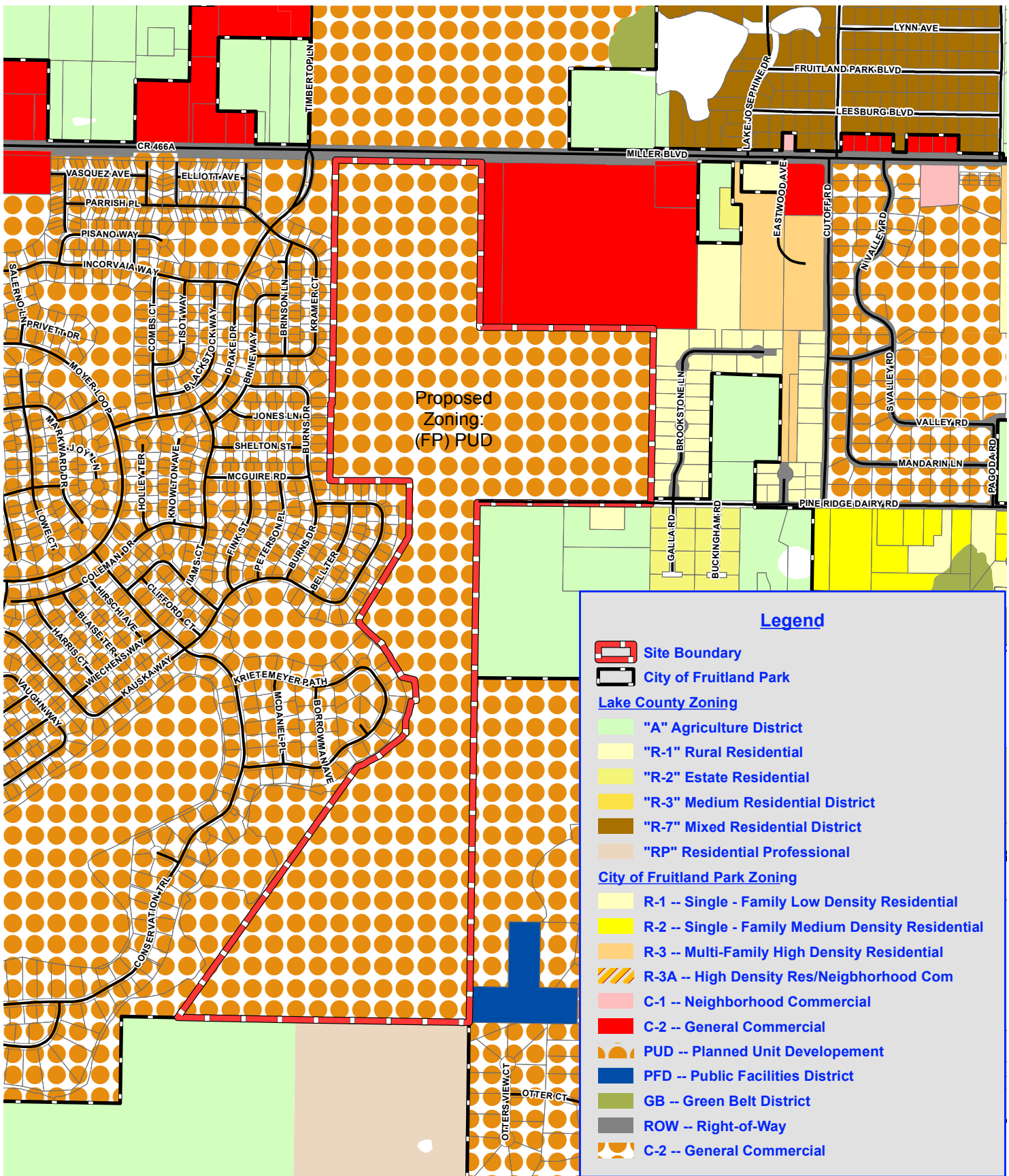
MYRTLE LAKE VIEW DR

CALCAR COVE

HAWK LANDING

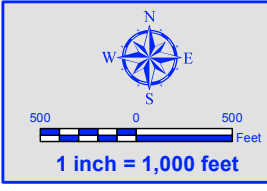
OTTER CT

SHORELINE DR



Legend

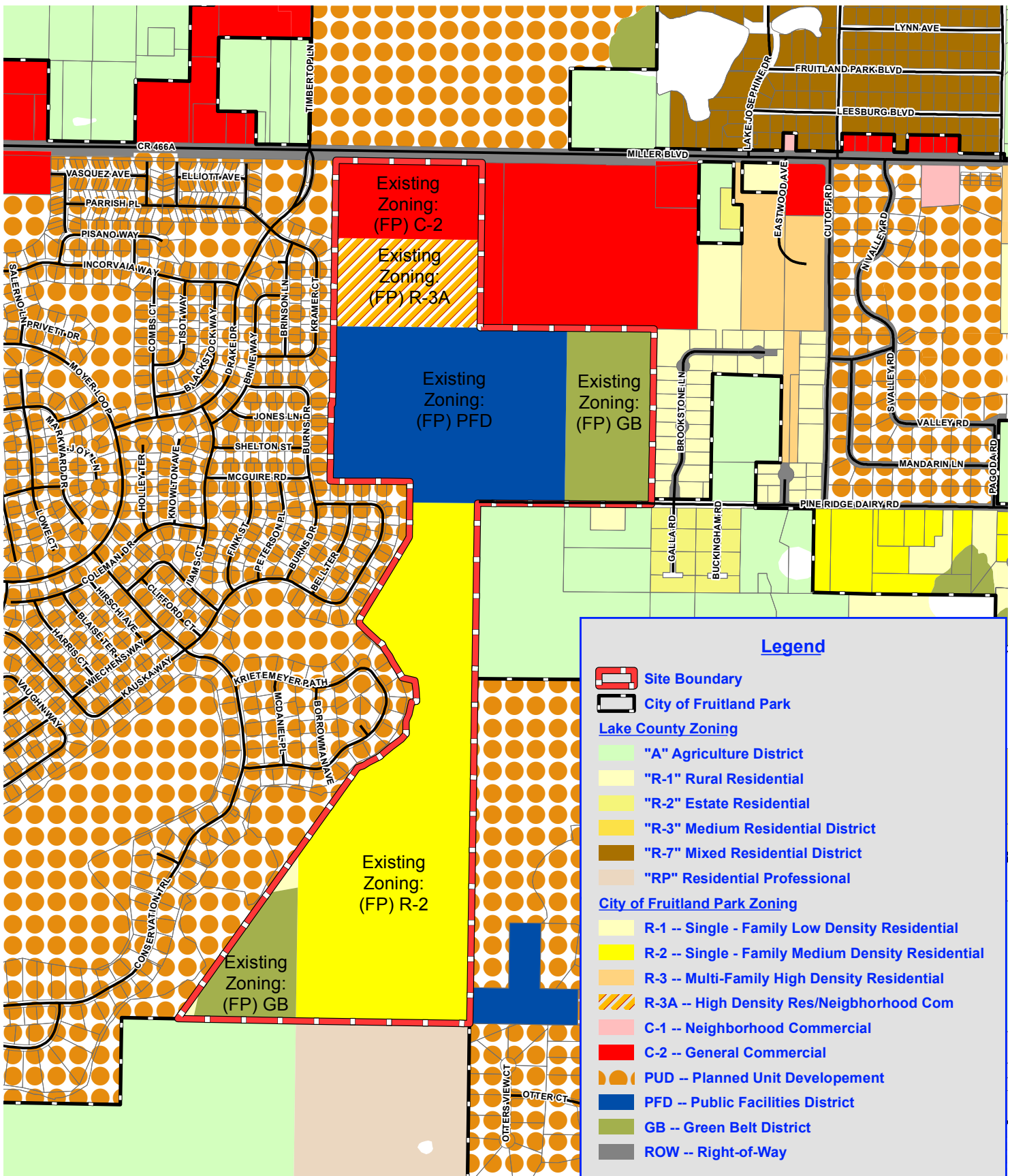
- Site Boundary
- City of Fruitland Park
- Lake County Zoning**
 - "A" Agriculture District
 - "R-1" Rural Residential
 - "R-2" Estate Residential
 - "R-3" Medium Residential District
 - "R-7" Mixed Residential District
 - "RP" Residential Professional
- City of Fruitland Park Zoning**
 - R-1 -- Single - Family Low Density Residential
 - R-2 -- Single - Family Medium Density Residential
 - R-3 -- Multi-Family High Density Residential
 - R-3A -- High Density Res/Neighborhood Com
 - C-1 -- Neighborhood Commercial
 - C-2 -- General Commercial
 - PUD -- Planned Unit Development
 - PFD -- Public Facilities District
 - GB -- Green Belt District
 - ROW -- Right-of-Way
 - C-2 -- General Commercial



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Proposed Zoning

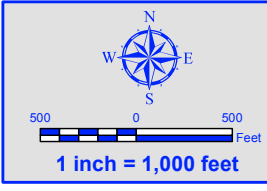
Project: 398-17-03
 File: Proposed Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson

**LPG Urban &
Regional Planners, Inc.**
 1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824



Legend

- Site Boundary
- City of Fruitland Park
- Lake County Zoning**
 - "A" Agriculture District
 - "R-1" Rural Residential
 - "R-2" Estate Residential
 - "R-3" Medium Residential District
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 - ROW -- Right-of-Way



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Existing Zoning

Project: 398-17-03
 File: Existing Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson



MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2018, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and First Baptist Church of Leesburg, Inc. (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 205.76 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned "General Commercial" (C-2), Public Facilities District (PFD), Single Family Medium Density Residential (R-2), High Density Residential/Neighborhood Commercial (R-3A), and Greenbelt District (GB) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."

3. Owner has filed applications for rezoning for the Property as a mixed use planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Florida Engineering Group, Inc., dated _____, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a senior (age 55+) mixed use community. All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Duplex (Villa) dwelling units.
- c. Single family attached residential dwelling units meeting the R-3 standards.
- d. Multi-family residential dwelling units meeting the R-3 standards.
- e. Adult Congregate Living Facilities. The maximum number of beds shall not exceed 150.
- f. Nursing homes. The maximum number of beds shall not exceed 60.
- g. Church/Religious Facilities.
- h. All permitted C-1 uses.
- i. Convenience Store with fuel operations.
- j. Restaurants.
- k. Banks.
- l. Athletic/Sports Facilities.
- m. Residential units shall not exceed 900 units.
- n. Passive and Active Recreation Facilities.
- o. Total Commercial Square footage shall not exceed 190,000 square feet.
- p. Total Institutional Square footage shall not exceed 180,000 square feet which includes Adult Congregate Living Facilities, Nursing homes and Church/Religious Facilities.
- q. The residential units may be converted to the Adult Congregate Living Facilities or a Nursing home based on one (1) unit equals three (3) beds; however, in no case shall the maximum number of beds be exceeded as stated in item e and f above.

Section 5. Residential Development Standards. Development Standards shall be as follows:

- a. The minimum living area shall be 1,000 square feet for the single family detached homes.
- b. The minimum lot size shall be 4,000 square feet for the detached single family homes.
- c. Minimum lot size for detached single-family shall be 40 feet with a lot depth of 100 feet.
- c. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway - Twenty-five feet (25')

Side: Local Roadways - Twenty feet (20')
Another Lot - Five feet (5')

Rear: Local Roadway- Twenty feet (20')
Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- d. Minimum lot size shall be 4,000 square feet for duplex/villa single-family homes (duplex, villas).
- e. The minimum lot size for duplex/villas shall be 40 feet with a lot depth of 100 feet.
- f. Minimum Setback requirements for duplex/villa single family residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway - Twenty-five feet (25')

Side: Local Roadways - Twenty feet (20')
Another Lot - 0' feet for common walls

Rear: Local Roadway - Twenty feet (20')
Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5'). In those areas where the buffer width is greater than five feet (5') and is part of the lot, all accessory structures shall be located outside of the buffer area.

Minimum distance between single-family detached and single family attached structures shall be 10 feet (10') measured from building wall to building wall.

- g. Multi-family development shall meet the R-3 zoning development standards.
- h. Maximum building height shall be limited to thirty five feet (35') for single family; however, if adequate fire protection measures are provided the height limitation may be exceeded, as determined by the City Fire Inspector and Building Official.
- i. Maximum building height for the multi-family uses (garden apartments and condominiums) shall not exceed 5 stories including parking garage provided adequate fire protection measures are provided as determined by the City Fire Inspector and Building Official.
- j. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code for the proposed residential uses except as provided below:

Multi-Family Residential - 1.5 spaces per unit
Single Family Attached Residential - 1.5 spaces per unit

Section 7. Residential Design Standards. Design Standards shall be as follows:

- a. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.

- b. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 8. Commercial and Institutional Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements for commercial shall be:

Front: CR 466A - Fifty feet (50')
Local Roadways - Twenty feet (20')
Side: Local Roadways - Twenty feet (20')
Another Lot - Ten feet (10')

A zero (0) side setback is allowed on one side provided there is a minimum

ten feet setback on the opposite side and provided requirements for fire and building codes are met.

Rear: Local Roadway- Twenty feet (20')

Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').

Required landscape buffers shall supersede the minimum dimensions permitted by this Section.

- b. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).
- c. Maximum building height shall be limited to fifty feet (50') or four (4) stories provided that adequate fire protection measures are provided as determined by the City Fire Inspector and Building Official.
- d. Maximum building height shall be limited to ninety-five feet (95') for accessory decorative structures such as, but not limited to, steeples or spires.
- e. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Regulations for the proposed uses.
- f. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 466A. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.

Section 9. Commercial and Institutional Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 10. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 11. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on CR 466A and one access on Pine Ridge Dairy Road. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on one side of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements.

- c. Sidewalks shall be provided on sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. Location of sidewalks shall be determined during the Preliminary Subdivision Plan review process. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.
- g. At such time that traffic signals are warranted at the proposed project entrance, the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

Section 12. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 13. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 14. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Notwithstanding the foregoing, Owner shall pay water and wastewater impact fees at the rate of \$3,080.00 per ERU for wastewater (sewer) and \$985.00 per ERU for water.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees

shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 15. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 16. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five foot (25') landscape buffer along CR 466A; and a twenty-five foot (25') buffer along property boundaries abutting existing residential as shown on the Conceptual Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A fifteen foot (15') native buffer shall be provided onsite adjacent to the wetlands. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 17. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 19. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 20. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 21. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development

Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 22. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 23. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 24. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 25. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 26. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 27. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 28. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 29. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 30. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	First Baptist Church of Leesburg, Inc. 220 W. 13 th Street Leesburg, FL 34748-4962
Copy to:	

Section 31. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 32. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 33. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 34. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF
FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney
This instrument prepared by:

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA

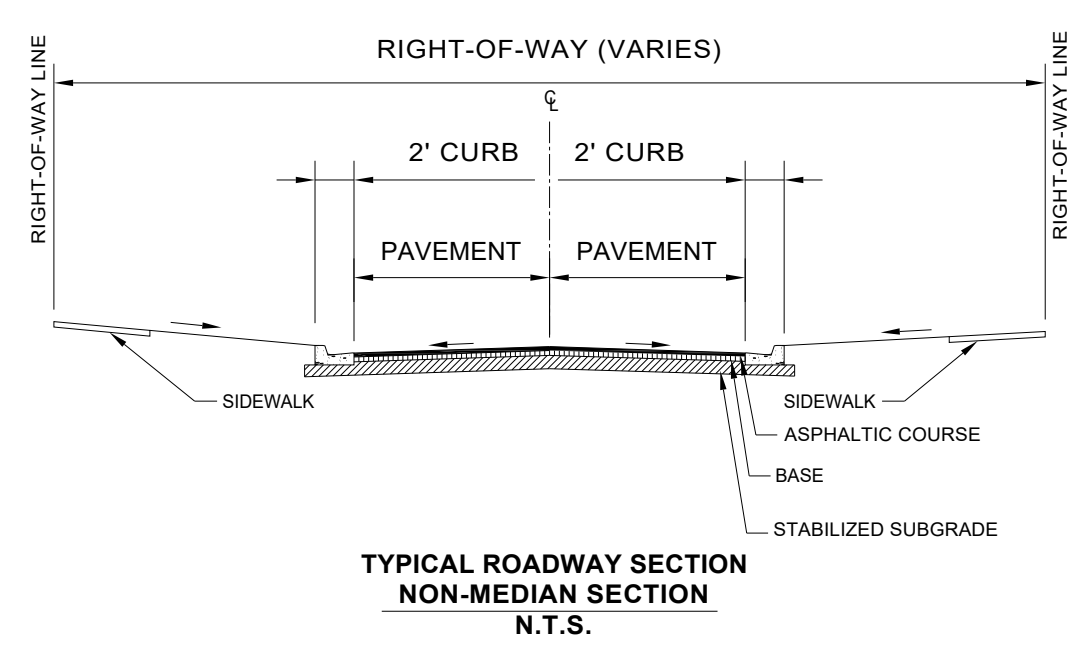
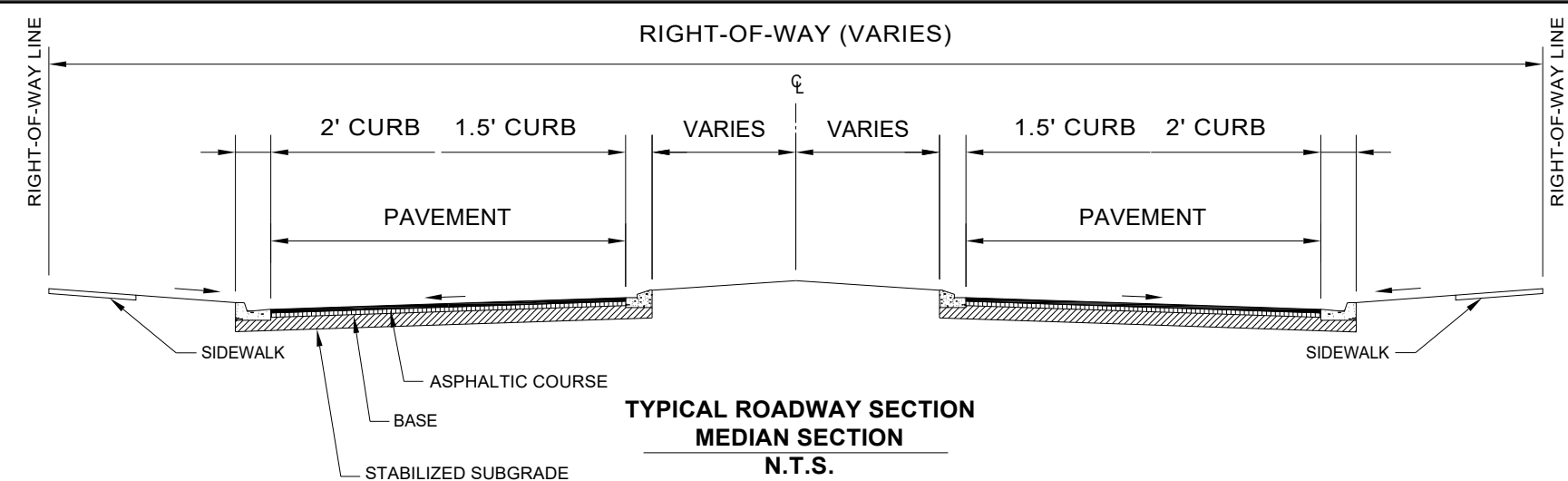
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
THE PLAN



NOTE: ALL STREETS WILL BE PRIVATE BUT CONSTRUCTED TO CITY STANDARDS

PROPOSED USES

- COMMERCIAL
- RESIDENTIAL
- INSTITUTIONAL
- ROADWAY/PARKING/PONDS
- OPEN SPACE/PARK/RECREATION
- PROPOSED BUFFER - (A)

OWNERS/APPLICANTS

FIRST BAPTIST CHURCH OF LEESBURG
220 N. 13TH STREET
LEESBURG, FL 34748

PRESBYTERIAN RETIREMENT COMMUNITIES, INC.
80 W. LUCERNE CIRCLE
ORLANDO, FL 32801
(407) 839-5050

ENGINEER

FLORIDA ENGINEERING GROUP, INC.
5127 S. ORANGE AV, SUITE 200
ORLANDO, FL 32809
(407) 895-0324

SURVEYOR

FARNER BARLEY & ASSOCIATES, INC.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
(352) 784-3126

SITE DATA

PROPERTY LOCATION: COUNTY ROAD 466A
FRUITLAND PARK, FLORIDA

PARCEL ID NUMBER: 05-19-24-0003-00022-00-000F
EXISTING PROPERTY ZONING: R-2(SINGLE FAMILY); R-3A(HDR & LIGHT COMMERCIAL); C-2(GENERAL COMMERCIAL); PFD(PUBLIC FACILITY DIST) AND GB(GREEN BELT)

PROPOSED PROPERTY ZONING: PUD
PROPERTY FUTURE LAND USE DESIGNATION: PUD
EXISTING USE: VACANT
PROPOSED USE: MULTI-USE
(RESIDENTIAL, COMMERCIAL & INSTITUTIONAL)
THIS DEVELOPMENT WILL BE AN AGE RESTRICTED 55+ COMMUNITY
205.76 ACRES

PROJECT AREA:
MIXED USES ON THIS PROPERTY SHALL INCLUDE AT LEAST TWO (2) OF THE THREE (3) USES IN THE FOLLOWING TABLE:

USE	MINIMUM	MAXIMUM
RESIDENTIAL	15%	65%
COMMERCIAL	5%	30%
INSTITUTIONAL	5%	35%

PERMITTED USES ARE ALL OF THE USES LISTED UNDER R-1, R-2, R-3, R-P, AND C-1 ZONING DISTRICTS. USES ALSO ALLOWED WITHOUT SPECIAL EXCEPTION APPROVAL ARE: CHURCH/RELIGIOUS FACILITIES, CONVENIENCE STORES WITH FUEL OPERATIONS, RESTAURANTS, BANKS, AND ATHLETIC/SPORTS FACILITY USES. USES THAT ARE PROHIBITED ARE MOBILE HOMES PARKS, HOMESTAY BED & BREAKFAST, OFFICE/WAREHOUSE FACILITIES, AND MINI-WAREHOUSES.

ALLOWABLE DENSITY:

MAXIMUM ALLOWABLE DENSITY: 900 DU

NON-RESIDENTIAL:

MAXIMUM ALLOWED FAR - 0.70
MAXIMUM ALLOWED ISR - 0.80

PROPOSED NON-RESIDENTIAL

TOTAL	MAXIMUM COMM. (SF)	MAXIMUM INST. (SF)	FAR: 0.04<0.7
	190,000	180,000	

OPEN SPACE:

REQUIRED: 20% (MIN.: 41.2 AC)
PROVIDED: 46.2% (95± AC)(PARK AND RECREATION)
OPEN SPACES MAY BE ADJUSTED IN THE FUTURE BASED ON MARKET DEMANDS, HOWEVER, A MINIMUM OF 20% OPEN SPACE WILL BE PROVIDED.

BUFFER YARDS

	BUFFER (1)
FRONT (NORTH)	10'
SIDE (EAST)	10'
SIDE (WEST)	25'
REAR (SOUTH)	25' (ALONG PINE RIDGE DAIRY ROAD)

(1) SEE SITE PLAN FOR BUFFER LOCATIONS

LOT REQUIREMENTS:

District	SCHEDULE OF DIMENSIONAL REQUIREMENTS							
	Min. Living Area/DU (SF)	Min. Lot Width (FT)	Max. Building Cover (%)	Min. Open Space (%)	Max. Building Height (N.T.E.) (2) (FT)	Min. Building Setback (1) (FT)		
RES (DETACHED)(ILF)	1,000	40	50	10	35	20	5	20
RES (ATTACHED)(ILF)(3)	1,000	20	50	10	35	20	0	20
INSTITUTIONAL	N/A	100	N/A	10	95	20	5	20
COMMERCIAL	N/A	100	N/A	10	95	20	5	20

- ACCESSORY STRUCTURE SETBACKS (i.e. - WOOD DECK, SWIMMING POOL & DECK, SCREEN POOL ENCLOSURE) CAN BE REDUCED TO 5'.
- MAXIMUM HEIGHT FOR SPECIFIC STRUCTURES (i.e. - ANTENNA-DISH (GROUND MOUNTED); FREE STANDING CARPORTS; RESIDENTIAL STORAGE BUILDINGS): 20'.
- APPLIES TO TOWNHOMES AND ATTACHED VILLAS.
- FRONT (GARAGE SETBACK): 25'

NOTES:

- THIS PLAN IS PREPARED BASED ON CURRENT NEEDS AND ANTICIPATED DEVELOPMENT PROGRAM. HOWEVER, THE PLAN AND DEVELOPMENT PROGRAM ARE SUBJECT TO CHANGE BASED ON FUTURE MARKET CONDITIONS AND DEMANDS.
- STORMWATER MANAGEMENT WILL BE ADDRESSED BY EACH PROJECT DURING THE CONSTRUCTION PLAN REVIEW PROCESS. STORMWATER MANAGEMENT WILL BE PROVIDED IN SHARED PONDS OR SEPARATE PONDS LOCATED WITHIN THE INDIVIDUAL PARCELS.
- NEGOTIATIONS ARE IN THE PROCESS TO POTENTIALLY PROVIDE A GOLF CART PATH TO THE PROPERTY FROM THE VILLAGES.

UTILITIES STATEMENT

WATER AND SEWER SERVICES WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK UTILITY DEPARTMENT. THE WATER CONNECTIONS WILL BE MADE TO THE EXISTING MAINS LOCATED ALONG PINE RIDGE DAIRY ROAD AND COUNTY ROAD 466A. THE SEWER CONNECTION WILL BE MADE TO THE EXISTING FORCEMAIN LOCATED ALONG COUNTY ROAD 466A.

FLOOD ZONE

FLOOD ZONE X AND A PER FEMA F.I.R.M. PANELS 305 AND 306 OF 750 DATED: 12/18/2012.

WETLAND STATEMENT

THIS PROJECT CONTAINS JURISDICTIONAL WETLANDS. THE APPROXIMATE WETLAND LOCATIONS ARE SHOWN HEREON. THE ACTUAL LIMITS OF THE WETLANDS WILL BE DETERMINED PRIOR TO FINAL CONSTRUCTION PLAN PREPARATION.

STORMWATER CRITERIA

STORMWATER MANAGEMENT WILL BE PROVIDED IN ACCORDANCE WITH CHAPTER 158 OF THE CITY OF FRUITLAND PARK L.D.R. AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT'S CRITERIA.

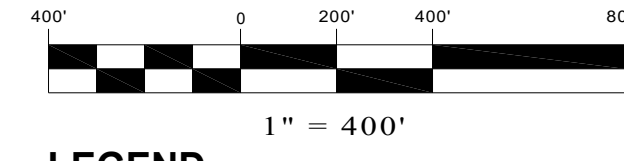
FIRE CODE

THE PROPOSED DEVELOPMENT WILL BE DESIGNED IN ACCORDANCE WITH CHAPTER 161 OF THE CITY OF FRUITLAND PARK L.D.R., STATE, AND FEDERAL FIRE CODE REQUIREMENTS.

TREE AND LANDSCAPING

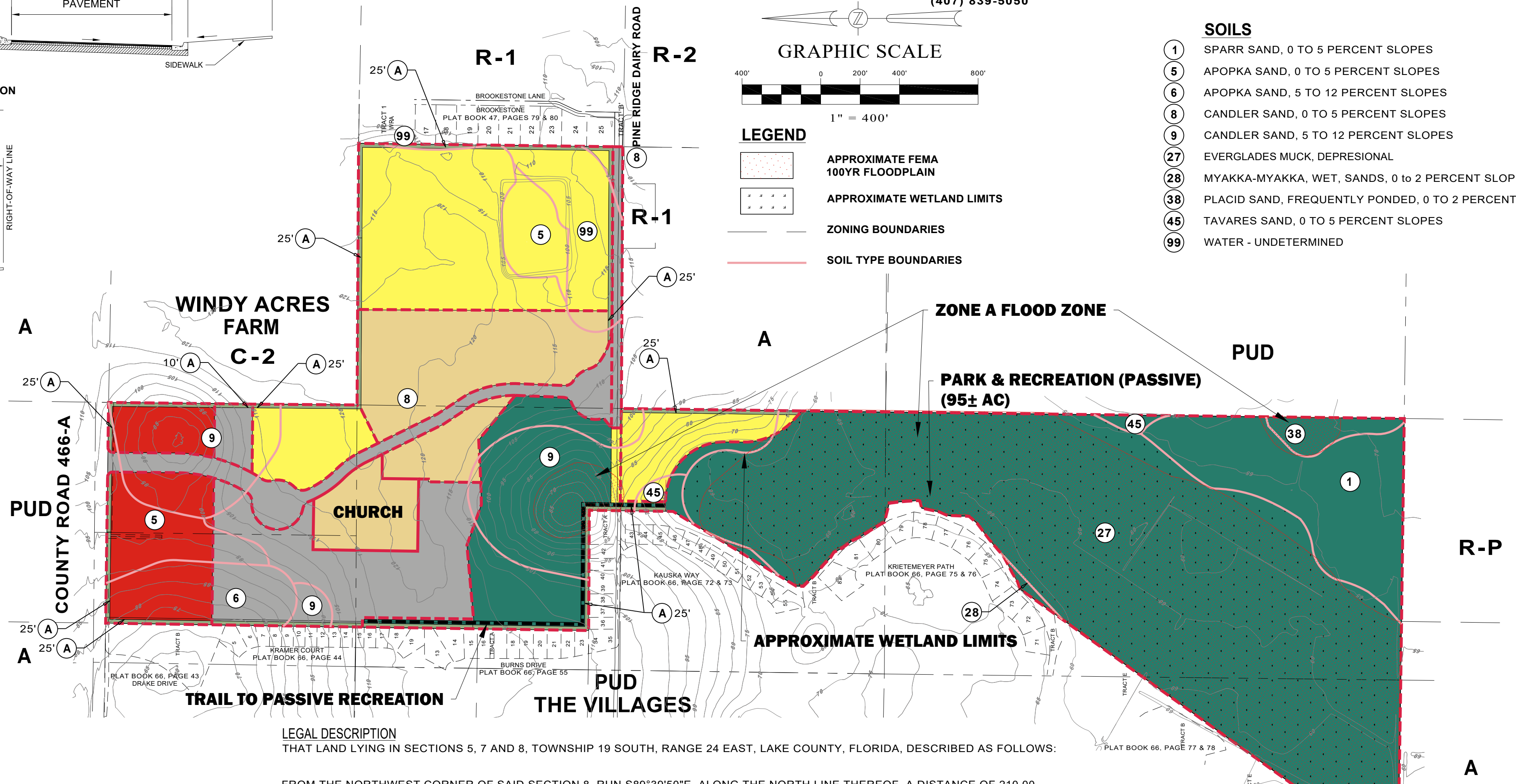
LANDSCAPING AND TREE PROTECTION WILL BE PROVIDED IN ACORDANCE WITH CHAPTER 164 OF THE CITY OF FRUITLAND PARK L.D.R.

GRAPHIC SCALE



LEGEND

- APPROXIMATE FEMA 100YR FLOODPLAIN
- APPROXIMATE WETLAND LIMITS
- ZONING BOUNDARIES
- SOIL TYPE BOUNDARIES

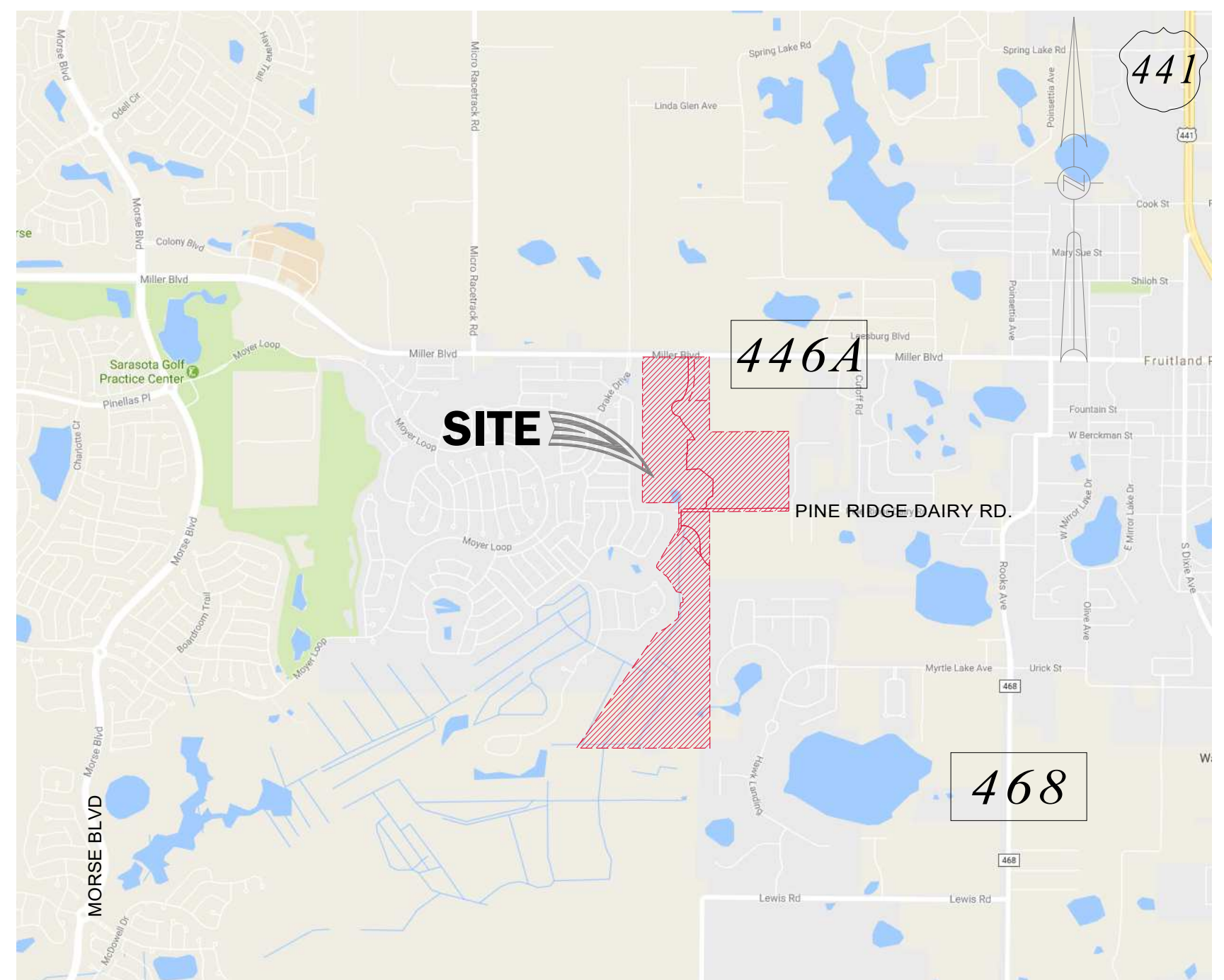


LEGAL DESCRIPTION
THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING, THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°56'55"W, 1,271.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.76 ACRES, MORE OR LESS.

SITE VICINITY MAP



NOT TO SCALE

DATE	REVISIONS	BY	CHECKED

WESTMINSTER PINE RIDGE
PUD REZONING
CITY OF FRUITLAND PARK, FLORIDA



5127 S. Orange Avenue,
Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

PUD EXHIBIT PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	DG	GRC	GRC

PROJECT NO.	16-043
SCALE	1" = 400'
DATE	AUGUST 7, 2017
SHEET NO.	C-1
SHEET	1 OF 1



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**AGENDA
PLANNING & ZONING BOARD
NOVEMBER 16, 2017
6:00PM**

- I. INVOCATION:**
- II. ROLL CALL:**
- III. MINUTES FROM PREVIOUS MEETING: Approve meeting minutes from October 19, 2017.**
- IV. OLD BUSINESS: None**
- V. NEW BUSINESS:**
 - A First Baptist Church of Leesburg, Inc. (ALT Key # 1287863)
 - b. PUD (Planned Unit Development) Application to rezone to a mixed use planned unit development consisting of residential, commercial, institutional and recreational uses for an aged restricted community.

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**MINUTES
PLANNING & ZONING BOARD
OCTOBER 19, 2017
6:00PM**

- I. INVOCATION:** Chairwoman Bame called the meeting to order at 6:00P.M. Board member Daniel Dicus gave the invocation and led the pledge of allegiance.
- II. ROLL CALL:** All board members present with exception of Board member Philip Purlee. Present CDD Rector and Assistant Kelley.
- III. MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from May 18, 2017. Motion to approve meeting minutes by Board member Daniel Dicus. Second by Board member Colin Crews. Approved 4-0.
- IV. OLD BUSINESS:** None
- V. NEW BUSINESS:**
- A Recommend and Elect Chair and Vice Chair to the Planning & Zoning Board
- Board members elected Board member Connie Bame as Chair and Board member Philip Purlee as Vice Chair to the Planning & Zoning Board. Motion by Board member Colin Crews. Second by Board member Daniel Dicus. Approved 4-0.
- B Recommend for approval City Ordinance 2017-029
- b. Amending City of Fruitland Park Land Development Regulations Chapter 161.090 to bring the regulations into agreement with the most current FEMA approved, Code Companion Floodplain Management Ordinance for Florida
- CDD Rector introduced Ordinance and gave brief explanation; no board comments. Motion to amend City Ordinance 2017-029 by Board member Daniel Dicus. Second by Board member Tom Bradley. Approved 4-0.

PUBLIC COMMENTS: None

BOARD MEMBERS' COMMENTS: None

ADJOURNMENT: 6:14PM



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

STAFF REPORT

Project: Village Park Campus

Project Owner: First Baptist Church of Leesburg, Inc.
220 N 13th Street
Leesburg, FL 34748-4962

Project Address: Vacant Property Formerly Known as Pine Ridge Dairy
Alternate Key#: 12878863

Proposed: Mixed Use Planned Unit Development (PUD)

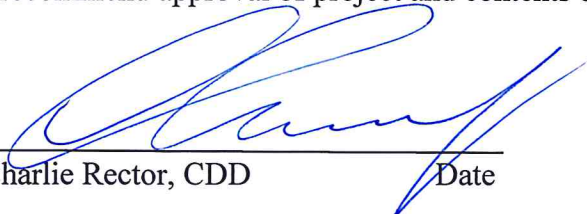
The property is formerly known as the Pine Ridge Dairy property and the general location is south of CR 466A and west of Pine Ridge Dairy Road. The property owners are seeking to rezone current land use to a mixed use planned unit development (PUD) consisting of residential, commercial, institutional, and recreational uses for an aged restricted community.

The proposed project is an age restricted community (55+) consisting of single family detached dwelling units, villa units, garden apartments, and condominium dwelling units.

The property is also proposed for an ALF approval for a maximum of 150 beds and a maximum of 60 beds for a skilled nursing facility.

Applicant states all streets will be private.

I recommend approval of project and contents of Master Developer's Agreement.



Charlie Rector, CDD Date

cc: File

CITY OF FRUITLAND PARK
PLANNING AND ZONING APPLICATION

RECEIVED JUN 06 2017

Application: First Baptist Church of Leesburg, Inc. Date: _____

Applicant Name: _____

Address: 220 N. 13th St.

Leesburg, FL 34748-4962

Phone: (352) 787-1005

- Application Type:
- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Subdivision Approval |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Site Plan Approval |
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Road/Lot Vacation |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Development Order |
| <input type="checkbox"/> Clearing Permit | <input type="checkbox"/> Concurrency Review |
| <input type="checkbox"/> Other | |

Applicant is: Owner Agent Purchaser Lessee Optionee

Reason for Request: To rezone the property to PUD.

Owner's Name: First Baptist Church of Leesburg, Inc.

Address: 220 N 13th St., Leesburg, FL 34748-4962

Phone: (352) 787-1005

Property Address or Vicinity: Fruitland Park, FL 34731

Size of Property: 206.11 acres

Existing Zoning: R-2, R-3A, C-2, PFD, & GB Proposed Zoning: PUD

Existing Future Land Use: PUD Proposed Future Land Use: PUD

Current Number of Structures on the Property: None

Current Utilities on the Property: Central Water Central Sewer Well Septic Tank

- Required Attachments:
- 1. Copy of recorded deed(s) for the property.
 - 2. Owner's Affidavit
 - 3. Applicant's Affidavit (if applicable)
 - 4. Copy of boundary survey or sketch plan showing existing streets, existing and proposed structures.
 - 5. Surrounding property owner's names and addresses for all property lying within two-hundred (200) feet of the property described on this application.

Has any previous application been filed within the last year in connection with this property? NO YES

If YES, describe: _____

STAFF REVIEW OF APPLICATION:

DATE: _____

I have reviewed this application and verify that the City of Fruitland Park has received all required attachments.
If not, a written explanation has been received and attached to this application.

City Staff: _____

Title: _____

OWNER'S AFFIDAVIT

RECEIVED JUN 06 2017

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority, personally appeared ART AYRIS, who being by me first duly sworn on oath, deposes and says:

- 1) That he/she is the fee-simple owner of the property legally described on page two of this application.
2) That he/she desires TO REZONE THE PROPERTY to allow FUTURE DEVELOPMENT

3) That he/she has appointed Gregory R. Crawford, P.E., Florida Engineering Group, Inc. to act as agent in his/her behalf to accomplish the above. The owner is required to complete the Applicant's affidavit of this application if no agent is appointed to act in his/her behalf.

[Signature]
Affiant (Owner's signature)

Signed and sworn to (or affirmed before me on May 25, 2017 (date) by Art A. Ayris (name of affiant).

He/she is personally known to me or has produced (type of identification) as identification.

[Signature] (Signature of Person Taking Acknowledgment)
KAREN A. GARDINER (Name of Acknowledger Typed, Printed or Stamped)
MINISTRY ASSISTANT (Title or Rank)
(Serial Number, if any)

(NOTARY'S SEAL)

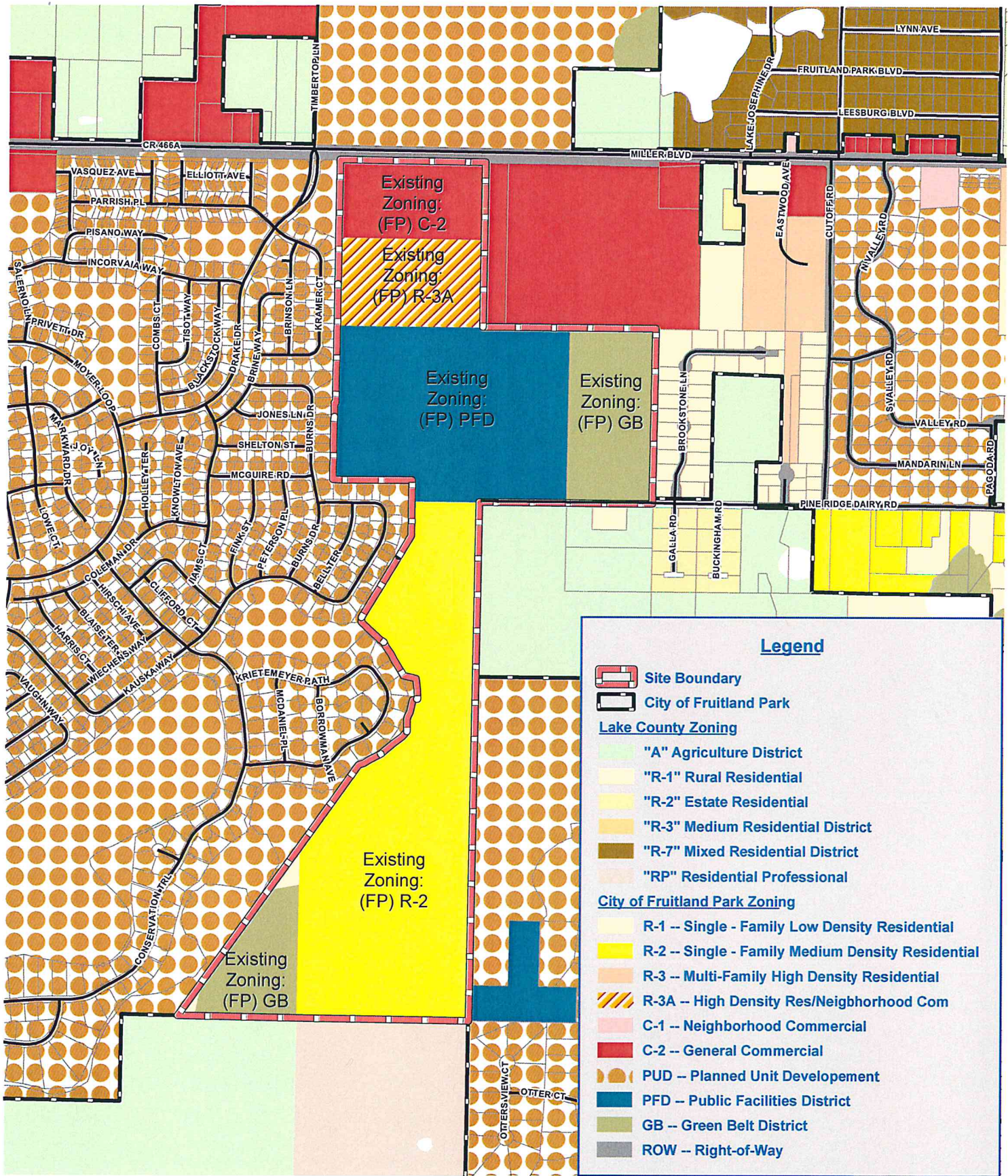


RECEIVED JUN 06 2017

ADDENDUM (June 5, 2017)
First Baptist Leesburg, Inc. PUD Submittal

1. The PUD also includes a design plan for the future construction of a cross on the church property that will not exceed 90' in height.

Art Ayris
Executive Pastor



Legend

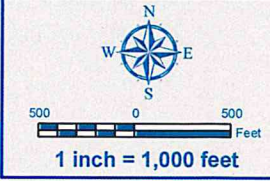
- Site Boundary
- City of Fruitland Park

Lake County Zoning

- "A" Agriculture District
- "R-1" Rural Residential
- "R-2" Estate Residential
- "R-3" Medium Residential District
- "R-7" Mixed Residential District
- "RP" Residential Professional

City of Fruitland Park Zoning

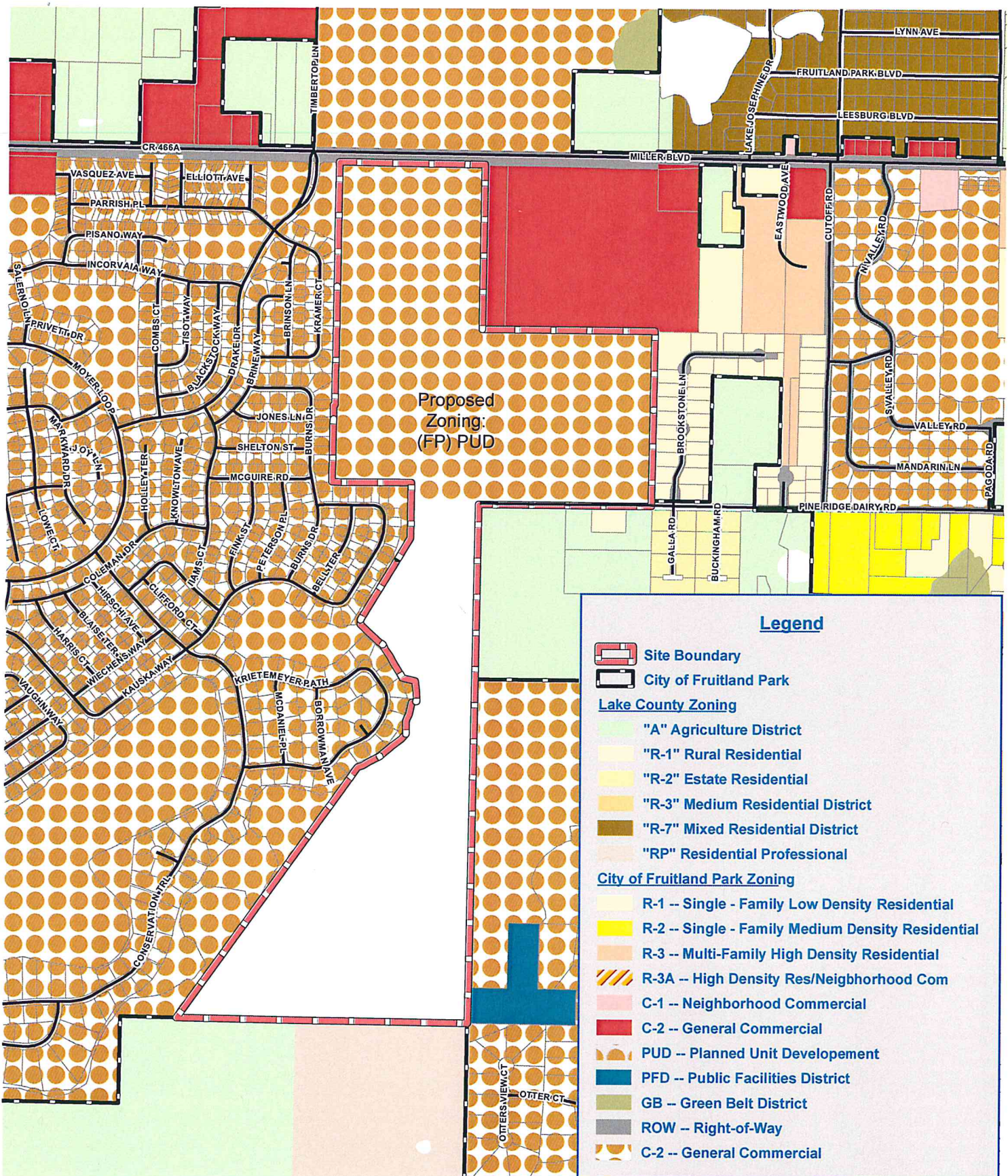
- R-1 -- Single - Family Low Density Residential
- R-2 -- Single - Family Medium Density Residential
- R-3 -- Multi-Family High Density Residential
- R-3A -- High Density Res/Neighborhood Com
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial
- PUD -- Planned Unit Development
- PFD -- Public Facilities District
- GB -- Green Belt District
- ROW -- Right-of-Way



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Existing Zoning

Project: 398-17-03
 File: Existing Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson

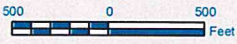
LPG Urban & Regional Planners, Inc.
 1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824



Proposed
Zoning:
(FP) PUD

Legend

- Site Boundary
- City of Fruitland Park
- Lake County Zoning**
 - "A" Agriculture District
 - "R-1" Rural Residential
 - "R-2" Estate Residential
 - "R-3" Medium Residential District
 - "R-7" Mixed Residential District
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- City of Fruitland Park Zoning**
 - R-1 -- Single - Family Low Density Residential
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 - C-2 -- General Commercial



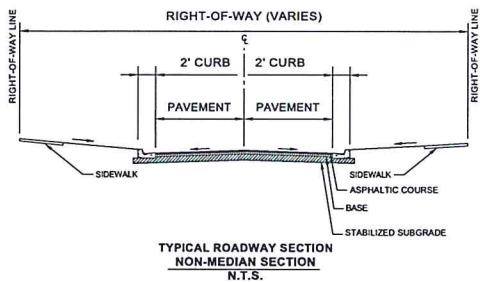
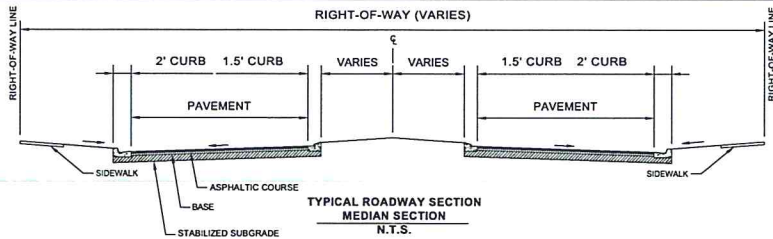
1 inch = 1,000 feet

**City of Fruitland Park
First Baptist Church of Leesburg, Inc**

Lake County, Florida
Proposed Zoning

Project: 398-17-03
File: Proposed Zoning.mxd
Name: First Baptist
PM: Sherie Lindh
Date: June 14, 2017
Created By: J.Wilson

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 383-1940 / Fax: (352) 383-4824



NOTE: ALL STREETS WILL BE PRIVATE BUT CONSTRUCTED TO CITY STANDARDS

PROPOSED USES

- COMMERCIAL
- RESIDENTIAL
- INSTITUTIONAL
- ROADWAY/PARKING/PONDS
- OPEN SPACE/PARK/RECREATION
- PROPOSED BUFFER - A

OWNERS/APPLICANTS
 FIRST BAPTIST CHURCH OF LEESBURG
 220 N. 13TH STREET
 LEESBURG, FL 34748

PRESBYTERIAN RETIREMENT COMMUNITIES, INC.
 80 W. LUCERNE CIRCLE
 ORLANDO, FL 32801
 (407) 839-5050

ENGINEER
 FLORIDA ENGINEERING GROUP, INC.
 5127 S. ORANGE AV. SUITE 200
 ORLANDO, FL 32809
 (407) 895-0324

SURVEYOR
 FARNER BARLEY & ASSOCIATES, INC.
 4450 NE 83RD ROAD
 WILDWOOD, FL 34785
 (352) 784-3126

SITE DATA
 PROPERTY LOCATION: COUNTY ROAD 466A
 FRUITLAND PARK, FLORIDA
 05-19-24-0003-000022-00-000F
 R-2(SINGLE FAMILY); R-3A(HDR & LIGHT COMMERCIAL); C-2(GENERAL COMMERCIAL); PFD(PUBLIC FACILITY DIST) AND GB(GREEN BELT)

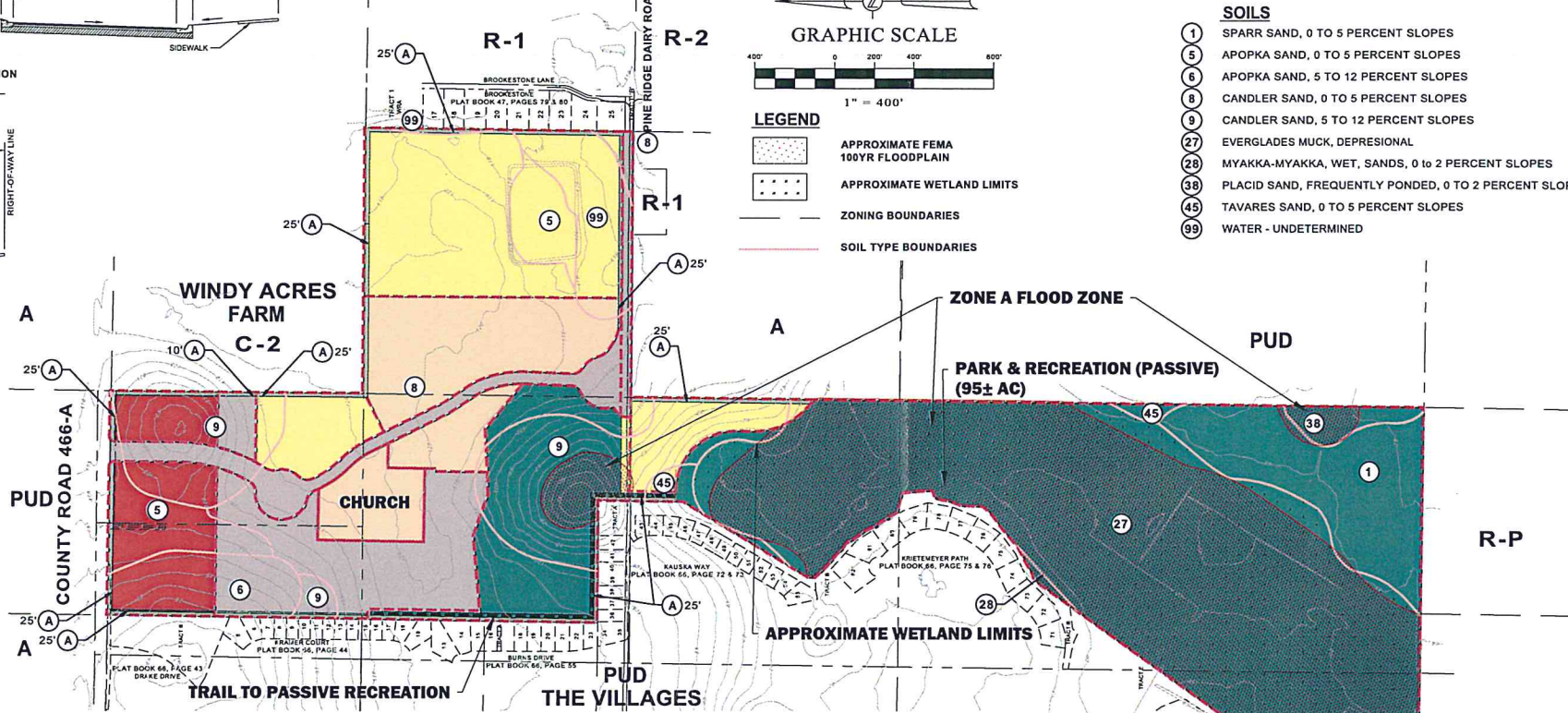
PARCEL ID NUMBER:
 EXISTING PROPERTY ZONING:
 PROPOSED PROPERTY ZONING: PUD
 PROPERTY FUTURE LAND USE DESIGNATION: PUD
 EXISTING USE: VACANT
 PROPOSED USE: MULTI-USE
 (RESIDENTIAL, COMMERCIAL & INSTITUTIONAL)
 THIS DEVELOPMENT WILL BE AN AGE RESTRICTED
 55+ COMMUNITY
 205.76 ACRES



LEGEND

- APPROXIMATE FEMA 100YR FLOODPLAIN
- APPROXIMATE WETLAND LIMITS
- ZONING BOUNDARIES
- SOIL TYPE BOUNDARIES

- SOILS**
- 1 SPARR SAND, 0 TO 5 PERCENT SLOPES
 - 5 APOPKA SAND, 0 TO 5 PERCENT SLOPES
 - 6 APOPKA SAND, 5 TO 12 PERCENT SLOPES
 - 8 CANDLER SAND, 0 TO 5 PERCENT SLOPES
 - 27 CANDLER SAND, 5 TO 12 PERCENT SLOPES
 - 9 EVERGLADES MUCK, DEPRESSIONAL
 - 28 MYAKKA-MYAKKA, WET, SANDS, 0 TO 2 PERCENT SLOPES
 - 38 PLACID SAND, FREQUENTLY PONDED, 0 TO 2 PERCENT SLOPES
 - 45 TAVARES SAND, 0 TO 5 PERCENT SLOPES
 - 99 WATER - UNDETERMINED



PROJECT AREA:
 MIXED USES ON THIS PROPERTY SHALL INCLUDE AT LEAST TWO (2) OF THE THREE (3) USES IN THE FOLLOWING TABLE:

USE	MINIMUM	MAXIMUM
RESIDENTIAL	15%	65%
COMMERCIAL	5%	30%
INSTITUTIONAL	5%	35%

PERMITTED USES ARE ALL OF THE USES LISTED UNDER R-1, R-2, R-3, R-P, AND C-1 ZONING DISTRICTS. USES ALSO ALLOWED WITHOUT SPECIAL EXCEPTION APPROVAL ARE: CHURCH/RELIGIOUS FACILITIES, CONVENIENCE STORES WITH FUEL OPERATIONS, RESTAURANTS, BANKS, AND ATHLETIC/SPORTS FACILITY USES. USES THAT ARE PROHIBITED ARE MOBILE HOMES PARKS, HOMESTAY BED & BREAKFAST, OFFICE/WAREHOUSE FACILITIES, AND MINI-WAREHOUSES.

ALLOWABLE DENSITY:
 MAXIMUM ALLOWABLE DENSITY: 900 DU

NON-RESIDENTIAL:
 MAXIMUM ALLOWED FAR - 0.70
 MAXIMUM ALLOWED ISR - 0.80

PROPOSED NON-RESIDENTIAL

	MAXIMUM COMM. (SF)	MAXIMUM INST. (SF)	FAR: 0.04<0.7
TOTAL	190,000	180,000	

OPEN SPACE:
 REQUIRED: 20% (MIN.: 41.2 AC)
 PROVIDED: 46.2% (95± AC)(PARK AND RECREATION)
 OPEN SPACES MAY BE ADJUSTED IN THE FUTURE BASED ON MARKET DEMANDS, HOWEVER, A MINIMUM OF 20% OPEN SPACE WILL BE PROVIDED.

BUFFER YARDS

	BUFFER (1)
FRONT (NORTH)	10'
SIDE (EAST)	10'
SIDE (WEST)	25'
REAR (SOUTH)	25' (ALONG PINE RIDGE DAIRY ROAD)

(1) SEE SITE PLAN FOR BUFFER LOCATIONS

LOT REQUIREMENTS:

District	SCHEDULE OF DIMENSIONAL REQUIREMENTS					
	Min. Living Area/DU (SF)	Min. Lot Width (FT)	Max. Building Cover (%)	Min. Open Space (%)	Max. Building Height (N.T.E.) (2) (FT)	Min. Building Setback (1) (FT)
RES (DETACHED)(V)F	1,000	40	50	10	35	20
RES (ATTACHED)(V)F(3)	1,000	20	50	10	35	20
INSTITUTIONAL	N/A	100	N/A	10	95	20
COMMERCIAL	N/A	100	N/A	10	95	20

- ACCESSORY STRUCTURE SETBACKS (i.e., WOOD DECK, SWIMMING POOL & DECK, SCREEN POOL ENCLOSURE) CAN BE REDUCED TO 5'.
- MAXIMUM HEIGHT FOR SPECIFIC STRUCTURES (i.e., ANTENNA-DISH (GROUND MOUNTED); FREE STANDING CARPORTS; RESIDENTIAL STORAGE BUILDINGS): 20'.
- APPLIES TO TOWNHOMES AND ATTACHED VILLAS.
- FRONT (GARAGE SETBACK): 25'

NOTES:

- THIS PLAN IS PREPARED BASED ON CURRENT NEEDS AND ANTICIPATED DEVELOPMENT PROGRAM. HOWEVER, THE PLAN AND DEVELOPMENT PROGRAM ARE SUBJECT TO CHANGE BASED ON FUTURE MARKET CONDITIONS AND DEMANDS.
- STORMWATER MANAGEMENT WILL BE ADDRESSED BY EACH PROJECT DURING THE CONSTRUCTION PLAN REVIEW PROCESS. STORMWATER MANAGEMENT WILL BE PROVIDED IN SHARED PONDS OR SEPARATE PONDS LOCATED WITHIN THE INDIVIDUAL PARCELS.
- NEGOTIATIONS ARE IN THE PROCESS TO POTENTIALLY PROVIDE A GOLF CART PATH TO THE PROPERTY FROM THE VILLAGES.

UTILITIES STATEMENT
 WATER AND SEWER SERVICES WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK UTILITY DEPARTMENT. THE WATER CONNECTIONS WILL BE MADE TO THE EXISTING MAINS LOCATED ALONG PINE RIDGE DAIRY ROAD AND COUNTY ROAD 466A. THE SEWER CONNECTION WILL BE MADE TO THE EXISTING FORCEMAIN LOCATED ALONG COUNTY ROAD 466A.

FLOOD ZONE
 FLOOD ZONE X AND A PER FEMA F.I.R.M. PANELS 305 AND 306 OF 750 DATED: 12/18/2012.

WETLAND STATEMENT
 THIS PROJECT CONTAINS JURISDICTIONAL WETLANDS. THE APPROXIMATE WETLAND LOCATIONS ARE SHOWN HEREON. THE ACTUAL LIMITS OF THE WETLANDS WILL BE DETERMINED PRIOR TO FINAL CONSTRUCTION PLAN PREPARATION.

STORMWATER CRITERIA
 STORMWATER MANAGEMENT WILL BE PROVIDED IN ACCORDANCE WITH CHAPTER 158 OF THE CITY OF FRUITLAND PARK L.D.R. AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT'S CRITERIA.

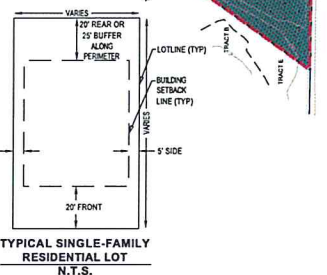
FIRE CODE
 THE PROPOSED DEVELOPMENT WILL BE DESIGNED IN ACCORDANCE WITH CHAPTER 161 OF THE CITY OF FRUITLAND PARK L.D.R., STATE, AND FEDERAL FIRE CODE REQUIREMENTS.

TREE AND LANDSCAPING
 LANDSCAPING AND TREE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH CHAPTER 164 OF THE CITY OF FRUITLAND PARK L.D.R.

LEGAL DESCRIPTION
 THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, S89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 82.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S00°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°40'49"E, 1,331.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°56'55"W, 1,271.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.76 ACRES, MORE OR LESS.

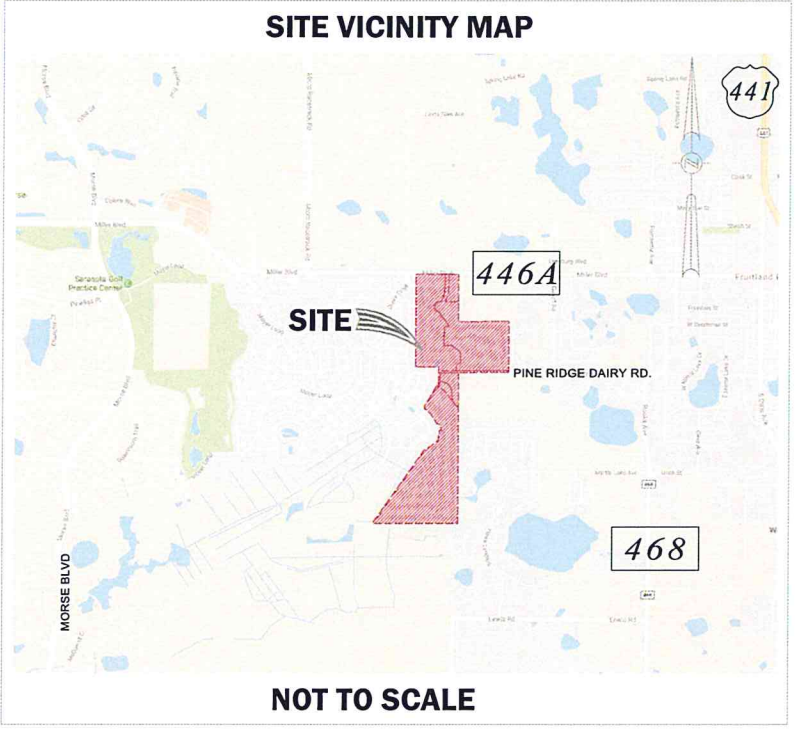


PARKING REQUIREMENTS

- A. MID-RISE APARTMENT: 1.5 SPACES/UNIT
- B. GARDEN APARTMENTS: 1.5 SPACES/UNIT
- C. ATTACHED VILLAS: 1.5 SPACES/UNIT
- D. DETACHED VILLAS: 1.5 SPACES/UNIT
- E. ASSISTED LIVING: 0.25 SPACES/BED
- F. SKILLED NURSING: 0.25 SPACES/BED
- G. ANCILLARY USES BY GSP: 3 SPACES/1000 SQUARE FEET OF GROSS FLOOR AREA (3.0)/KSF
- H. HOUSE OF WORSHIP: 1 SPACE/3 SEATS (FIXED SEATS) OR 1SPACE/30 GROSS SQUARE FEET (WITHOUT FIXED SEATS)
- I. COMMERCIAL: PARKING REQUIREMENTS FOR USES NOT LISTED ABOVE SHALL BE IN ACCORDANCE WITH CHAPTER 162 OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.

AREA TABLE

USE	ACRES	%
RESIDENTIAL	36	17.5
COMMERCIAL	12	5.8
INSTITUTIONAL	21	10.2
ROADWAY/PARKING/PONDS	24.8	12.1
OPEN SPACE/PARK/RECREATION	112	54.4
TOTAL	205.8	100%



NOT TO SCALE

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS	BY	CHECKED

WESTMINSTER PINE RIDGE
 PUD REZONING
 CITY OF FRUITLAND PARK, FLORIDA

FEG FLORIDA ENGINEERING GROUP
 Engineering the Future

5127 S. Orange Avenue,
 Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

PUD EXHIBIT PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	DG	GRC	GRC

PROJECT NO. 16-043
 SCALE 1" = 400'
 DATE AUGUST 7, 2017
 SHEET NO. C-1
 SHEET 1 OF 1



**AGENDA ITEM
NUMBER
5g**

REGULAR AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	QUASI-JUDICIAL HEAIRNG – Resolution 2018-004 Site Plan Approval Mesos Medical Office – Petitioner: Carrie Ross Blevins			
For the Meeting of:	January 11, 2018			
Submitted by:	City Attorney/City Manager			
Date Submitted:	January 5, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item: Mesos Site Development Plan (Major)				
Action to be Taken: Adopt Resolution 2018-004				
Staff's Recommendation: Approval				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

RESOLUTION 2018-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A 5,954 SQUARE FEET MEDICAL OFFICE BUILDING LOCATED ON 466A IN FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for site plan approval to construct a 5,954 square feet building for medical office use; and

WHEREAS, the subject property owned by Larry Blevins and Carrie Ross Blevins (Alt. Key 1288215) consists of 35,624 square feet, is zoned C-2; and

WHEREAS, the Planning and Zoning Board and the City Commission of the City of Fruitland Park have considered the application in accordance with the procedures for granting Site Plan Approval set forth in Chapter 160 of the City of Fruitland Park Land Development Code, as well as Resolution 2017-008 granting setback and buffer variances for the property;

WHEREAS, the Planning and Zoning Board on December 13, 2017 recommended approval of the Site Plan;

WHEREAS, the City Commission finds that the Site Plan is in compliance with the City's land development regulations and Resolution 2017-008.

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

Section 1. Granting of Site Plan Approval.

Approval of the Site Plan for, a copy of which is attached hereto, for the real property described herein is **GRANTED**.

LEGAL DESCRIPTION: THE EAST 100 FEET OF THE SOUTH 400 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY FOR STATE ROAD NO. 466A

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

PASSED AND RESOLVED this 11th day of January 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk

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

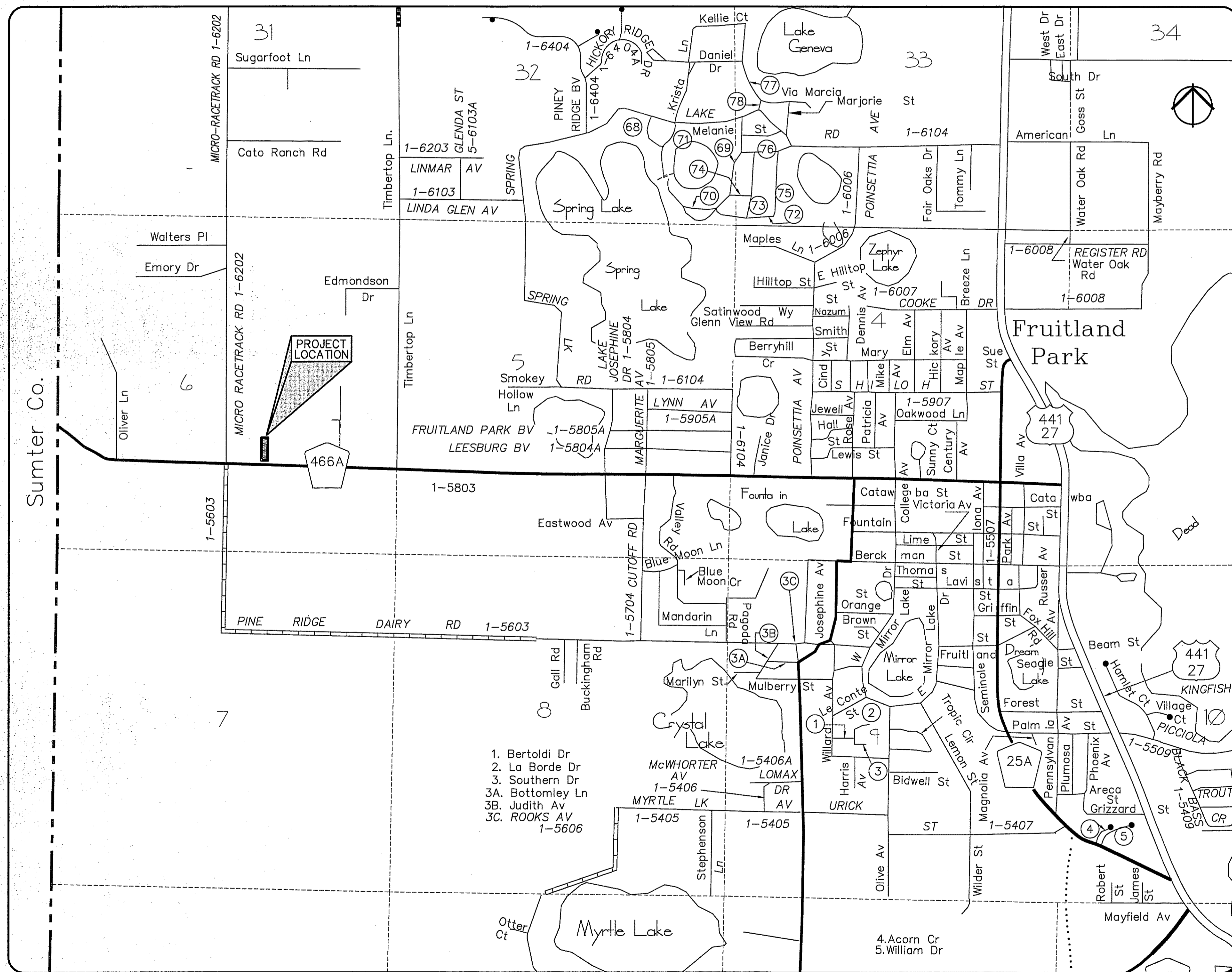
Approved as to form and legality:

Anita Geraci-Carver, City Attorney

MESOS MEDICAL OFFICE

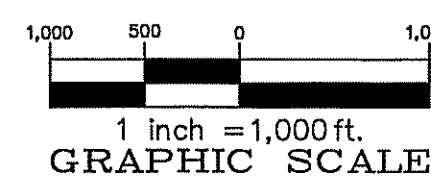
607 COUNTY ROAD 466A FRUITLAND PARK, FLORIDA 34731

RECEIVED NOV 14 2017



SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST

LOCATION PLAN
SCALE: 1"=1,000'



GENERAL NOTES

- BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ARE PER DRAWINGS PREPARED BY FARNER BARLEY AND ASSOCIATES, INC., DATED 4/21/2016.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER OR ARCHITECT.
- CONTRACTOR SHALL LOCATE AND MAINTAIN IN GOOD WORKING ORDER ALL ABOVE GROUND AND BELOW GROUND UTILITIES. CONTRACTOR SHALL COORDINATE THE RELOCATION OR ALTERATION OF EXISTING UTILITIES AS MAY BE REQUIRED.
- ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FRUITLAND PARK, LAKE COUNTY PUBLIC SERVICES, FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE CODES.
- ALL DISTURBED OPEN AREAS SHALL BE SODED OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING COMPLETION OF THE BUILDING CONSTRUCTION AS SHOWN ELSEWHERE IN THESE PLANS.
- CONTRACTOR SHALL SUPPLY THE ENGINEER WITH "AS-BUILT" CONDITIONS OF ACTUAL CONSTRUCTION.
- CONSTRUCTION SURVEYING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR TO PAY COST OF WET TAPS INTO CITY OF FRUITLAND PARK WATER MAIN.
- ALL WATER & SEWER LINE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH CITY OF FRUITLAND PARK REQUIREMENTS.
- ANY SOIL MATERIAL (EITHER ON-SITE OR IMPORTED) UTILIZED FOR THE CONSTRUCTION OF RETENTION SWALES OR RETENTION PONDS SHALL BE CLEAN FINE SAND (SP) AS DEFINED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM. FINES (MATERIAL PASSING THE NO. 200 SIEVE) SHALL BE LESS THAN 5%.

LEGAL DESCRIPTION

(O.R. BOOK 4244, PAGE 1092)
THE EAST 100 FEET OF THE SOUTH 400 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY FOR STATE ROAD NO. 466A.

SITE DATA

TOTAL PROJECT AREA = 35,824 sq.ft. (0.82 ac.)
EXISTING IMPERVIOUS AREA = 3,353 sq.ft. (0.08 ac.)
EXISTING IMPERVIOUS AREA TO REMAIN = 0
PROPOSED IMPERVIOUS AREA = 23,588 sq.ft. (0.54 ac.)
TOTAL IMPERVIOUS AREA = 23,588 sq.ft. (0.54 ac.)
NET NEW IMPERVIOUS = 0.46 ac.
PERCENT IMPERVIOUS AREA = 66.2% (of total area)
MINIMUM OPEN SPACE = 30%
OPEN SPACE PROVIDED = 33.8%

FLOOD ZONE = "X"
ZONING = "C-2"

EXISTING USE OF SITE = RESIDENTIAL
PROPOSED USE OF SITE = MEDICAL

EXISTING BUILDING SQUARE FOOTAGE TO REMAIN = 0 sq.ft.
PROPOSED BUILDING SQUARE FOOTAGE = 5,954 sq.ft.
TOTAL BUILDING SQUARE FOOTAGE = 5,954 sq.ft.

HEIGHT OF BUILDING = 33'-3"
MAX. NUMBER OF EMPLOYEES = 10 EMPLOYEES

PARKING REQUIRED = 1 per 180 sq.ft. = 33 spaces
PARKING PROVIDED = 34 spaces

BUILDING SETBACKS: FRONT = 50'
EAST SIDE = 15'
(ALONG BUILDING) EAST SIDE = 5' (PER VARIANCE 2017-008)
WEST SIDE = 10'
REAR = 15'
(ALONG DUMPSTER) REAR = 4' (PER VARIANCE 2017-008)

LANDSCAPE BUFFERS: FRONT = 25'
EAST SIDE = 5' (PER VARIANCE 2017-008)
WEST SIDE = 4' (PER VARIANCE 2017-008)
REAR = 15'
(ALONG DUMPSTER) REAR = 4' (PER VARIANCE 2017-008)

TRAFFIC ESTIMATE:
ITE LAND USE = 720 (MEDICAL OFFICE)
ADF = 36.13 x 5,954 = 215 TRIPS PER DAY
CR 466A = 215 TRIPS PER DAY (100%)
ELEVATIONS BASED ON N.A.V.D. 1988 VERTICAL DATUM

SHEET INDEX

C1.1	COVER SHEET
C1.2	STORMWATER POLLUTION PREVENTION PLAN
C2.1	GEOMETRY PLAN
C3.1	GRADING & UTILITY PLAN
C4.1-C4.3	DETAIL SHEETS

OWNER

Carrie Blevis
Mesos Plastic Surgery & Laser Center
757 CR 466, Suite A
Lady Lake, Florida 32159
Phone (352) 259-8599

ENGINEER

Keith E. Riddle, P.E.
Riddle - Newman Engineering, Inc.
115 North Canal Street
Leesburg, Florida 34748
Phone (352) 787-7482
Fax (352) 787-7412

SURVEYOR

George W. Farner Jr.
Farner Barley and Associates, Inc.
4450 NE 83rd Road
Wildwood, Florida 34785
Phone (352) 748-3126

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115 NORTH CANAL STREET
LEESBURG, FLORIDA 34748
PHONE (352) 787-7482
FAX (352) 787-7412
keith@riddlenewman.com
CA# 00002883

RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1981

REV #	REV #	REV #	REV #

KEITH E. RIDDLE, P.E.
FLA. REGIS. NO. 38800

DRAWN: R.S.H.	SCALE: 1"=1,000'
CHECKED: K.E.R.	DATE: 7/13/17
PROJECT NO: 16.08	

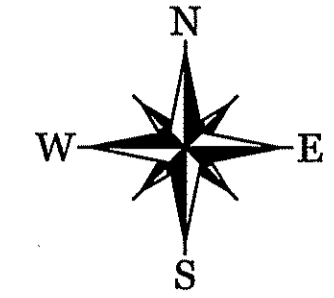
COVER SHEET

MESOS MEDICAL OFFICE
FRUITLAND PARK
FLORIDA

C1.1

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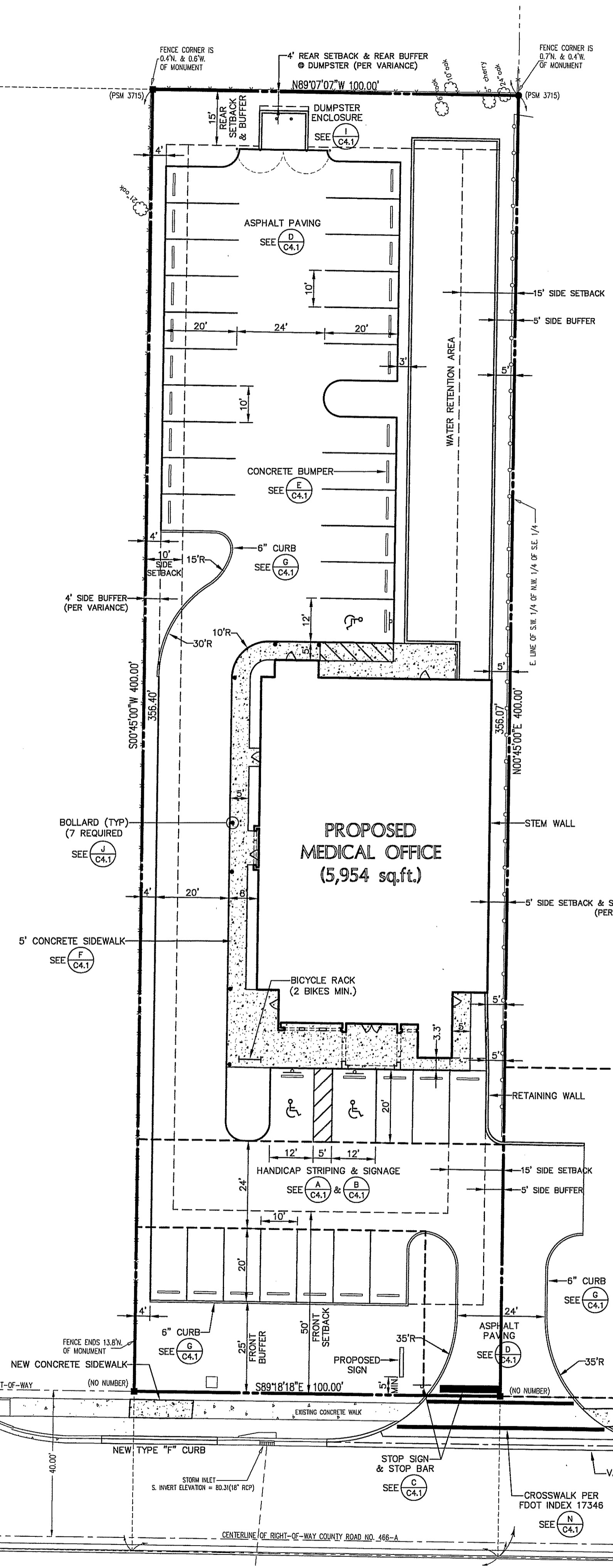
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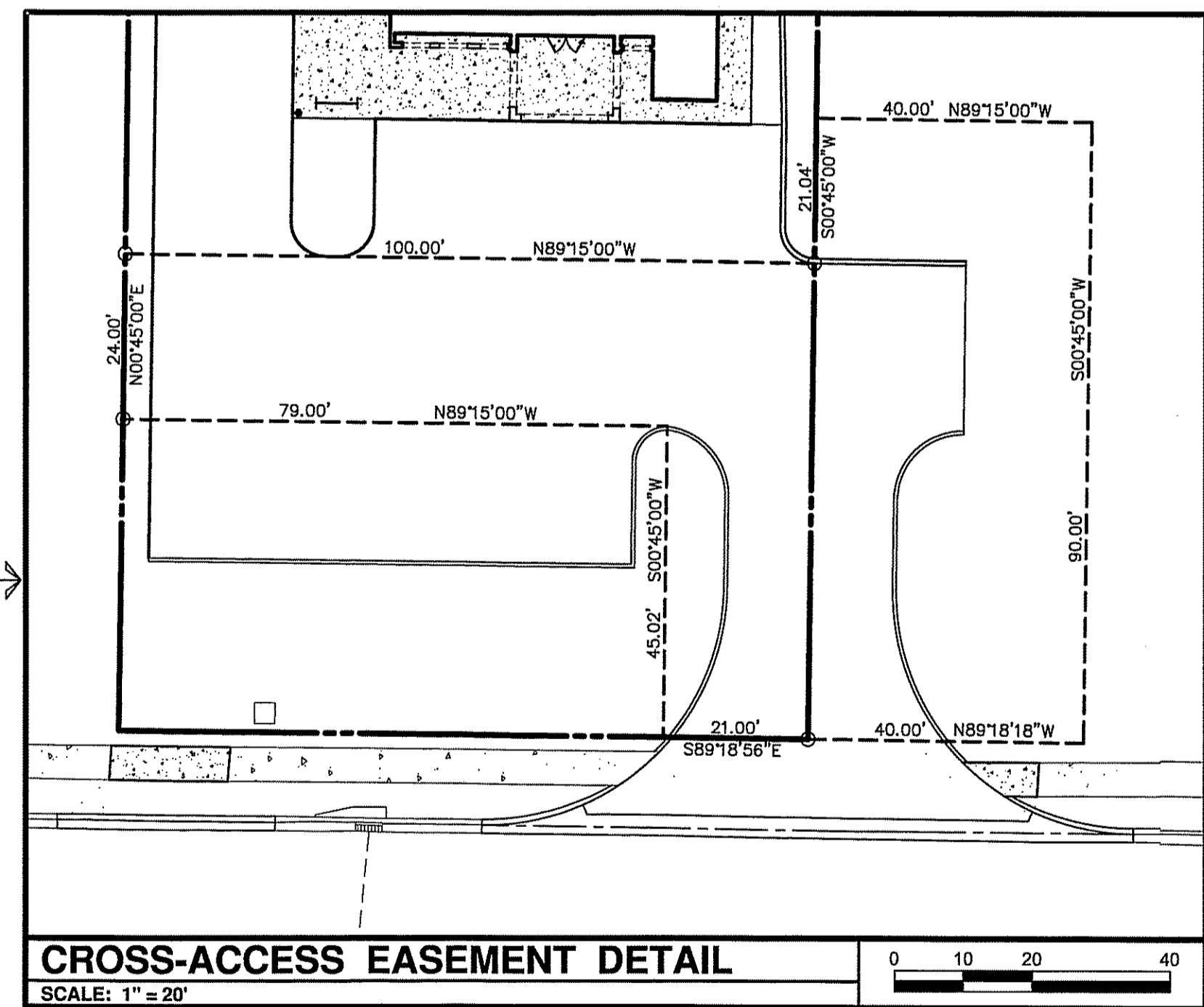
S.W. 1/4 OF N.W. 1/4 OF SE. 1/4

SE. 1/4 OF N.W. 1/4 OF SE. 1/4

GENERAL LEGEND	
■	FOUND CONCRETE MONUMENT (NUMBER NOTED IF AVAILABLE)
●	FOUND IRON PIN (NUMBER NOTED IF AVAILABLE)
○	FOUND IRON PIPE (NUMBER NOTED IF AVAILABLE)
△	NAIL OR NAIL AND DISK (NUMBER NOTED IF AVAILABLE)
○	SET IRON PIN (2"Ø, LB 4709)
○	SET CONCRETE MONUMENT (4"×4", LB 4709)
—	GUY WIRE ANCHORS
⊙	LIGHT POLE
⊙	POWER POLE
⊙	POWER/LIGHT POLE
⊙	POWER/LIGHT/TRANSFORMER POLE
⊙	ROAD INSTRUCTION SIGN
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	POWER CONNECTION BOX
⊙	TELEPHONE BOX
⊙	CABLE BOX/MARKER SIGN
⊙	STORM SEWER MAN HOLE
⊙	OVERHEAD UTILITY LINE
⊙	SANITARY SEWER MAN HOLE
—	CENTER LINE
—	WIRE FENCE LINE
—	CHAIN LINK FENCE LINE
—	WATER METER (d = DOUBLE)
—	STORM DRAIN
BM	BENCH MARK
C/B	CONCRETE BLOCK
CM	CONCRETE MONUMENT
FND	FOUND
IP	IRON PIPE
IR	IRON ROD/PIN
LS	REGISTERED LAND SURVEYOR NUMBER
LB	LICENSED BUSINESS NUMBER
(M)	MEASURED
(P)	PLATTED BEARING OR DISTANCE
R/W	RIGHT-OF-WAY
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
PL	POINT ON CURVE
PL	PLAT
N/D	NAIL AND DISK
POB	POINT OF BEGINNING
PB	PLAT BOOK
PC	PAGE
ORB	OFFICIAL RECORDS BOOK
⊙	WELL
⊙	SPOT ELEVATION
⊙	BENCH MARK LOCATION (WHEN APPROPRIATE)
⊙	GAS METER/MARKER POST
⊙	GAS VALVE
⊙	SANITARY SEWER VALVE



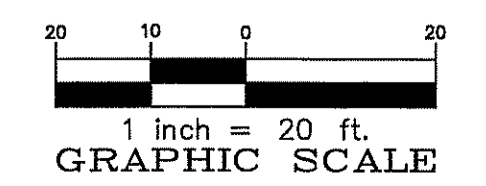
- VARIANCES (RESOLUTION 2017-008)**
1. 4' REAR SETBACK FOR DUMPSTER ENCLOSURE.
 2. 5' SIDE SETBACK ON EAST SIDE FOR BUILDING.
 3. 4' LANDSCAPE BUFFER FOR DUMPSTER ENCLOSURE.
 4. 5' LANDSCAPE BUFFER ON EAST SIDE FOR BUILDING.
 5. 4' LANDSCAPE BUFFER ALONG WEST SIDE.



COUNTY ROAD NO. 466-A



GEOMETRY PLAN
SCALE: 1" = 20'



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RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1961

REV #	REV #	REV #	REV #

REVISION PER CITY OF FRUITLAND PARK 11/9/17
REVISED PER CITY OF FRUITLAND PARK & LAKE COUNTY 10/3/17

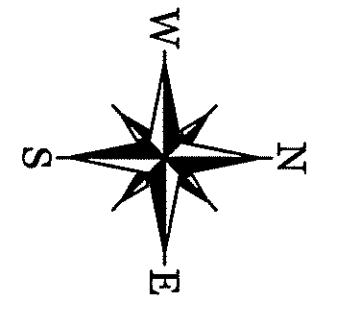
KEITH E. RIDDLE, P.E.
FLA. REGIS. NO. 38800

GEOMETRY PLAN

MESOS MEDICAL OFFICE
FRUITLAND PARK
FLORIDA

SHEET NO.
C2.1

FILE: 116.08\mesos\mesos Medical Office
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SITE PREPARATION SPECIFICATIONS (PER ANDREYEV ENGINEERING DATED 2/29/17)

THE BUILDING AREA AND THE PARKING/DRIVE AREAS, PLUS A MINIMUM MARGIN OF 5 FEET BEYOND THEIR OUTER LINES, SHALL BE CLEARED AND STRIPPED TO REMOVE ALL SURFACE VEGETATION, ROOTS, TOPSOIL, ORGANIC DEBRIS OR ANY OTHER ENCOUNTERED DELETERIOUS MATERIALS. A TWO-FOOT SEPARATION SHALL BE MAINTAINED BETWEEN THE BOTTOM OF BUILDING SLABS AND BOTTOM OF FOOTING ELEVATIONS, WHICHEVER IS LOWER, AND THE TOP OF ANY ENCOUNTERED STRATUM 2 CLAYEY FINE SAND. AFTER CLEARING, GRUBBING, AND ANY NECESSARY ADDITIONAL SITE PREPARATION EFFORTS, THE EXPOSED SOILS FOR THE BUILDING AREA SHALL THEN BE PROOF ROLLED AND COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM SPECIFICATION D-1557 BEFORE ANY FILL MATERIAL IS PLACED. COMPACTION SHALL BE COMPLETED TO A DEPTH OF 2 FEET BELOW EXPOSED SUBGRADE. THE EXPOSED SUBGRADE WITHIN PAVEMENT AREAS SHALL BE PROOF ROLLED AND COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY TO A DEPTH OF 1 FOOT. ALL FILL REQUIRED TO BRING THE SITE TO FINAL GRADE SHALL BE INORGANIC, NON-PLASTIC, GRANULAR SOIL (CLEAN SANDS) WITH LESS THAN 10% PASSING A U.S.#200 SIEVE. IN STRUCTURAL AREAS THE FILL SHALL BE PLACED IN LEVEL LIFTS NOT TO EXCEED 12 INCHES LOOSE AND SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM SPECIFICATION D-1557. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT BY AN EXPERIENCED ENGINEERING TECHNICIAN WORKING UNDER THE DIRECTION OF A REGISTERED GEOTECHNICAL ENGINEER TO VERIFY THAT THE RECOMMENDED DEGREE OF COMPACTION HAS BEEN ACHIEVED. WE SUGGEST A MINIMUM TESTING FREQUENCY OF ONE (1) TEST PER LIFT PER 2,500 SQUARE FEET OF AREA WITHIN STRUCTURAL LIMITS AND ONE (1) TEST PER LIFT PER 10,000 SQUARE FEET IN PAVEMENT AREAS. THIS FILL SHALL EXTEND A MINIMUM OF 5 FEET BEYOND BUILDING LINES TO PREVENT POSSIBLE EROSION OR UNDERMINING OF FOOTING BEARING SOILS. FURTHER, FILL SLOPES SHALL NOT EXCEED 2 HORIZONTAL TO 1 VERTICAL (2H:1V). ALL FILL PLACED IN UTILITY LINE TRENCHES AND ADJACENT TO FOOTINGS BENEATH SLABS ON GRADE SHALL ALSO BE PROPERLY PLACED AND COMPACTED TO THE SPECIFICATIONS STATED ABOVE. HOWEVER, IN THESE RESTRICTED WORKING AREAS, COMPACTION SHALL BE ACCOMPLISHED WITH LIGHTWEIGHT HAND GUIDED COMPACTION EQUIPMENT AND LIFT THICKNESSES SHALL BE LIMITED TO A MAXIMUM OF 4 INCHES LOOSE THICKNESS.

STORM DRAINAGE SCHEDULE			
INLET/MH#	GRATE ELEV.	INV. ELEV.	TYPE
101	84.50	81.50	"F"
102	87.25	80.67	"F"
103	86.00	81.16	"F"
104	84.50	81.50	"F"

STORM SEWER NOTE:

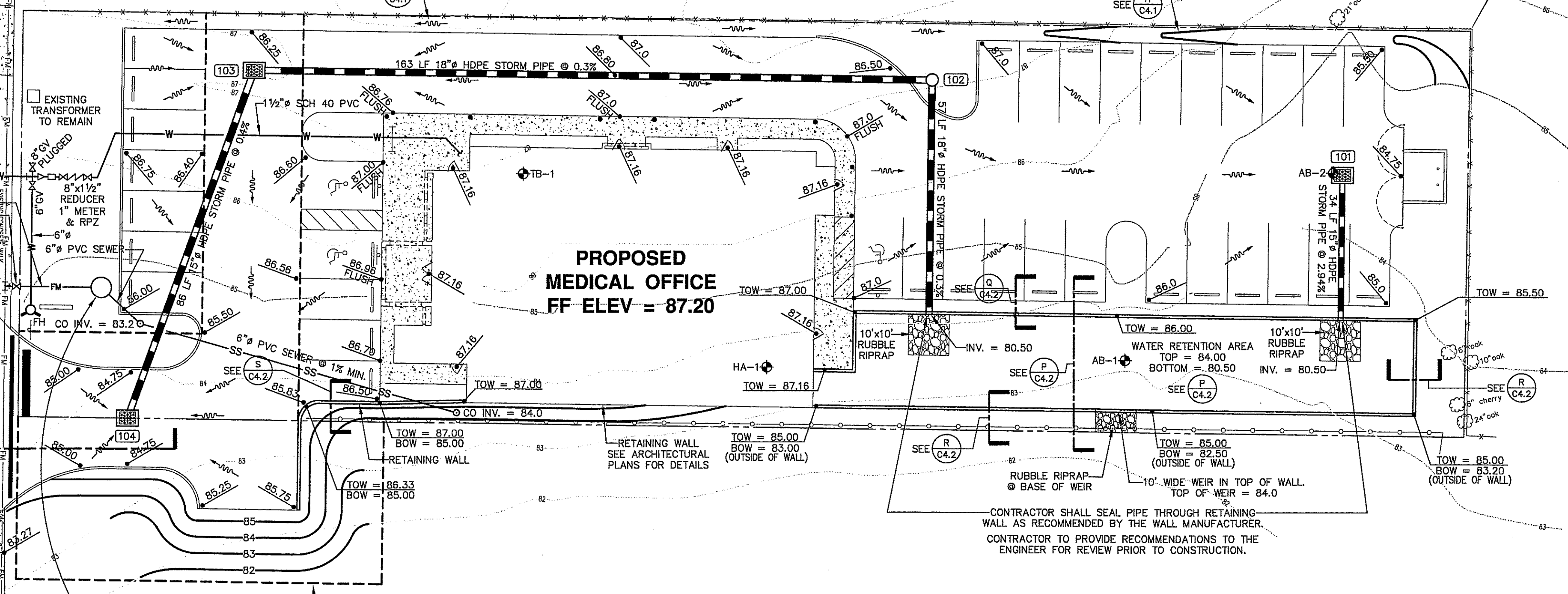
ALL STORM INLETS SHALL BE TYPE "F" PRECAST CONCRETE INLETS WITH HEAVY DUTY GRATE IN ACCORDANCE WITH FDOT INDEX NO. 233.

ALL STORM PIPING SHALL BE HANCOX AASHTO HDPE STORM PIPE OR APPROVED EQUAL. PIPING SHALL CONFORM TO AASHTO M-294 PER FDOT REQUIREMENTS.

VERTICAL DATUM:

ELEVATIONS BASED ON N.A.V.D. 1988 VERTICAL DATUM

COUNTY ROAD NO. 466-A



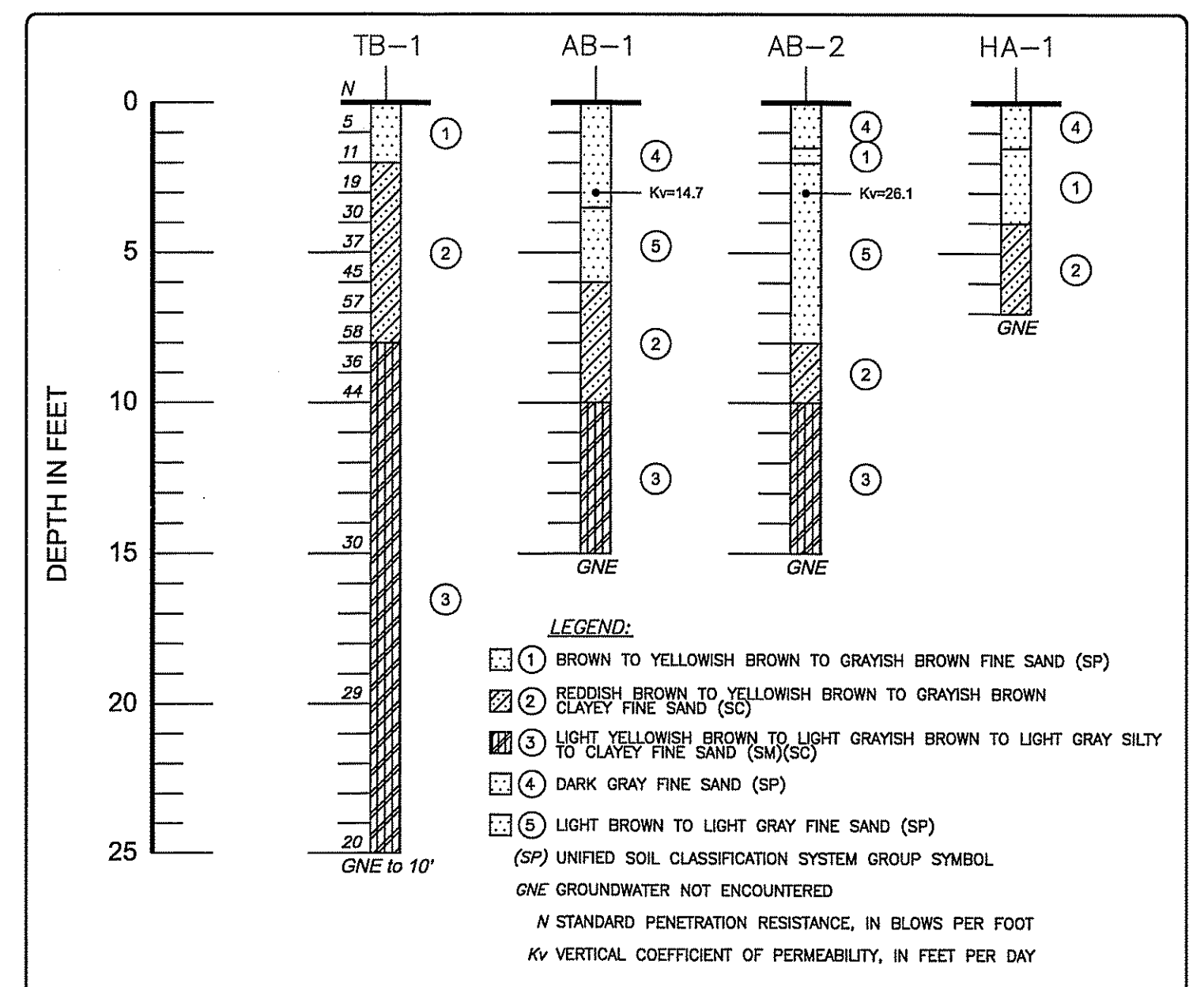
GENERAL LEGEND

■ = FOUND CONCRETE MONUMENT (NUMBER NOTED IF AVAILABLE)	BM = BENCH MARK
● = FOUND IRON PIN (NUMBER NOTED IF AVAILABLE)	C/B = CONCRETE BLOCK
○ = FOUND IRON PIPE (NUMBER NOTED IF AVAILABLE)	CM = CONCRETE MONUMENT
△ = NAIL OR NAIL AND DISK (NUMBER NOTED IF AVAILABLE)	FND = FOUND
⊙ = SET IRON PIN (6/8", LB. 4709)	IP = IRON PIPE
⊙ = SET CONCRETE MONUMENT (4"x4", LB. 4709)	IR = IRON ROD/PIN
☆ = LIGHT POLE	LS = REGISTERED LAND SURVEYOR NUMBER
☆ = POWER/LIGHT POLE	LB = LICENSED BUSINESS NUMBER
☆ = POWER/LIGHT/TRANSFORMER POLE	M = MEASURED
☆ = ROAD INSTRUCTION SIGN	(P) = PLATTED BEARING OR DISTANCE
☆ = WATER VALVE	R/W = RIGHT-OF-WAY
☆ = FIRE HYDRANT	PRM = PERMANENT REFERENCE MONUMENT
☆ = POWER CONNECTION BOX	PCP = PERMANENT CONTROL POINT
☆ = TELEPHONE BOX	PT = POINT OF TANGENCY
☆ = CABLE BOX/MARKER SIGN	PC = POINT OF CURVATURE
☆ = STORM SEWER MAN HOLE	PCC = POINT ON CURVE
☆ = SANITARY SEWER MAN HOLE	PL = PLAT
○ = CENTER LINE	N/D = NAIL AND DISK
○ = WIRE FENCE LINE	POB = POINT OF BEGINNING
○ = CHAIN LINK FENCE LINE	PB = PLAT BOOK
○ = WATER METER (g = DOUBLE)	PC = PAGE
○ = STORM DRAIN	ORB = OFFICIAL RECORDS BOOK
	○ = WELL
	○ = SPOT ELEVATION
	○ = BENCH MARK LOCATION (WHEN APPROPRIATE)
	○ = GAS METER/MARKER POST
	○ = GAS VALVE
	○ = SANITARY SEWER VALVE

CONTRACTOR SHALL OBTAIN ROW UTILIZATION PERMIT FROM LAKE COUNTY PUBLIC WORKS PRIOR TO ANY WORK WITH THE ROW.

COORDINATE CONNECTION OF RETAINING WALL TO BUILDING FOUNDATION WITH ARCHITECT.

CONTRACTOR SHALL REVIEW AND FOLLOW RECOMMENDATIONS CONTAINED WITHIN THE SOILS REPORT BY ANDREYEV ENGINEERING, DATED 2/29/17.



Andreyev Engineering, Inc.

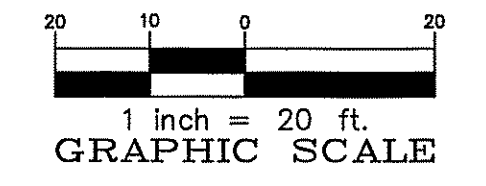
PROPOSED BUILDING AND STORM WATER RETENTION/EXFILTRATION AREAS
 MESOS MEDICAL OFFICE
 807 C.R. 466A
 FRUITLAND PARK, LAKE COUNTY, FL

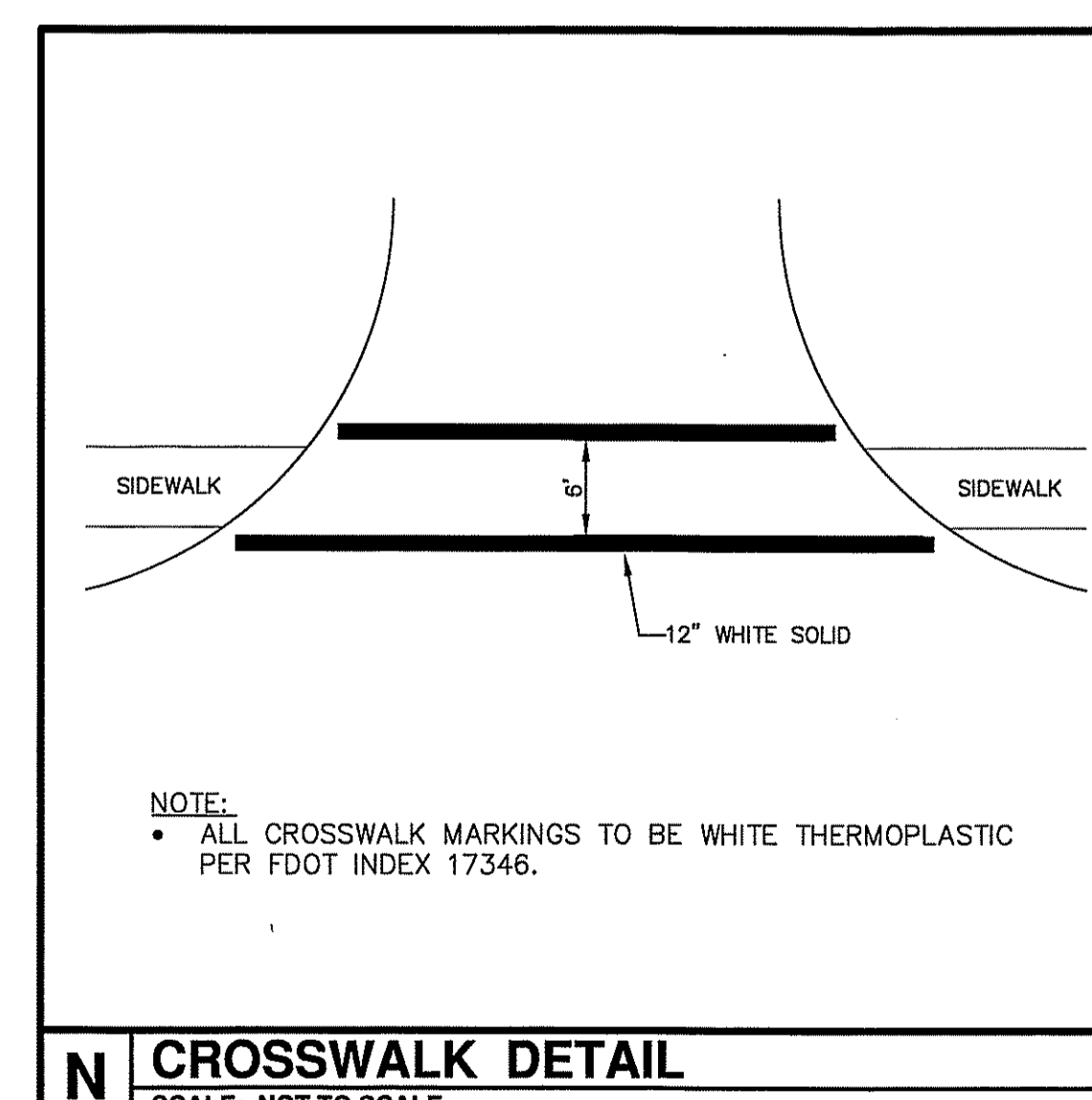
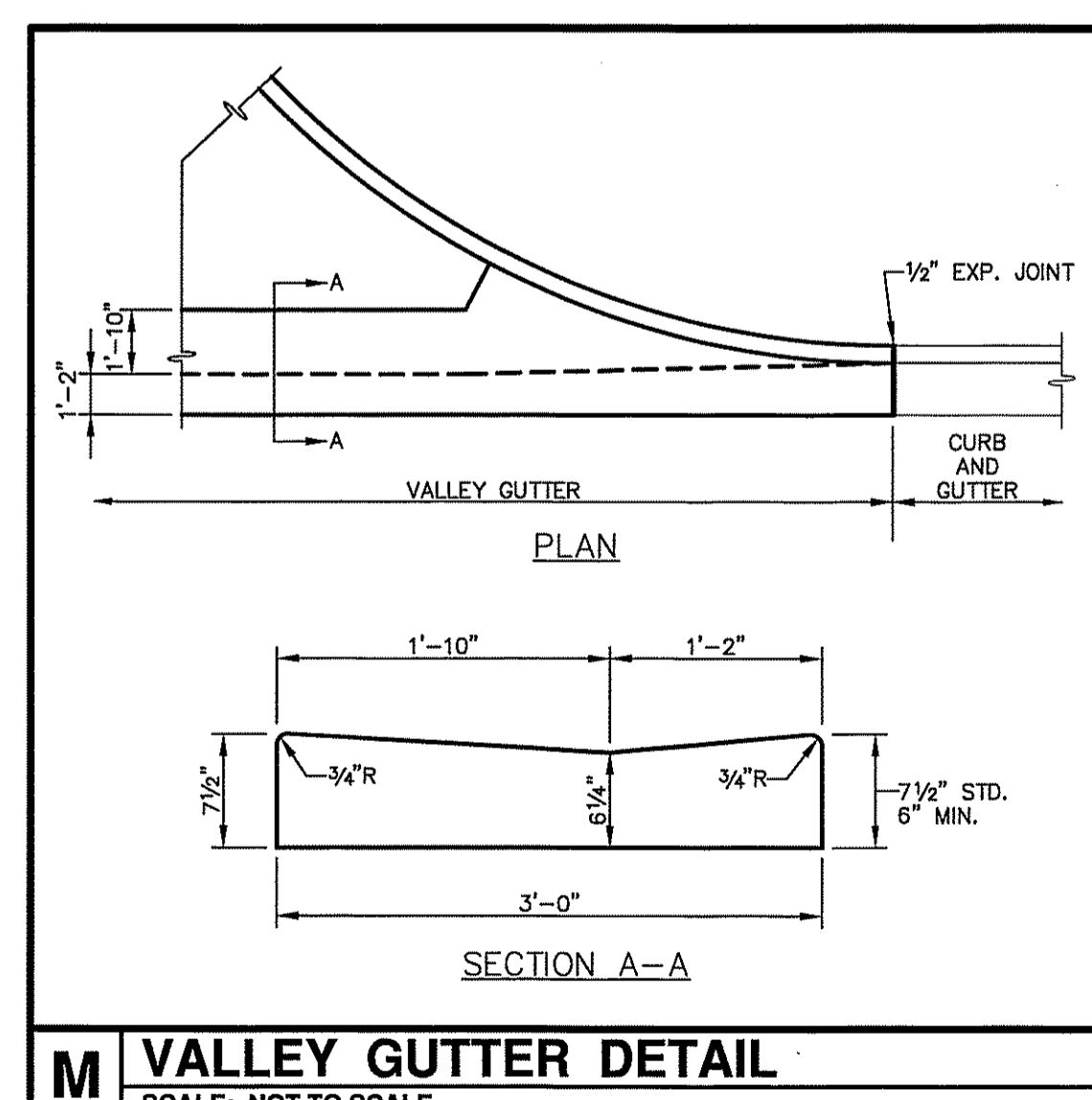
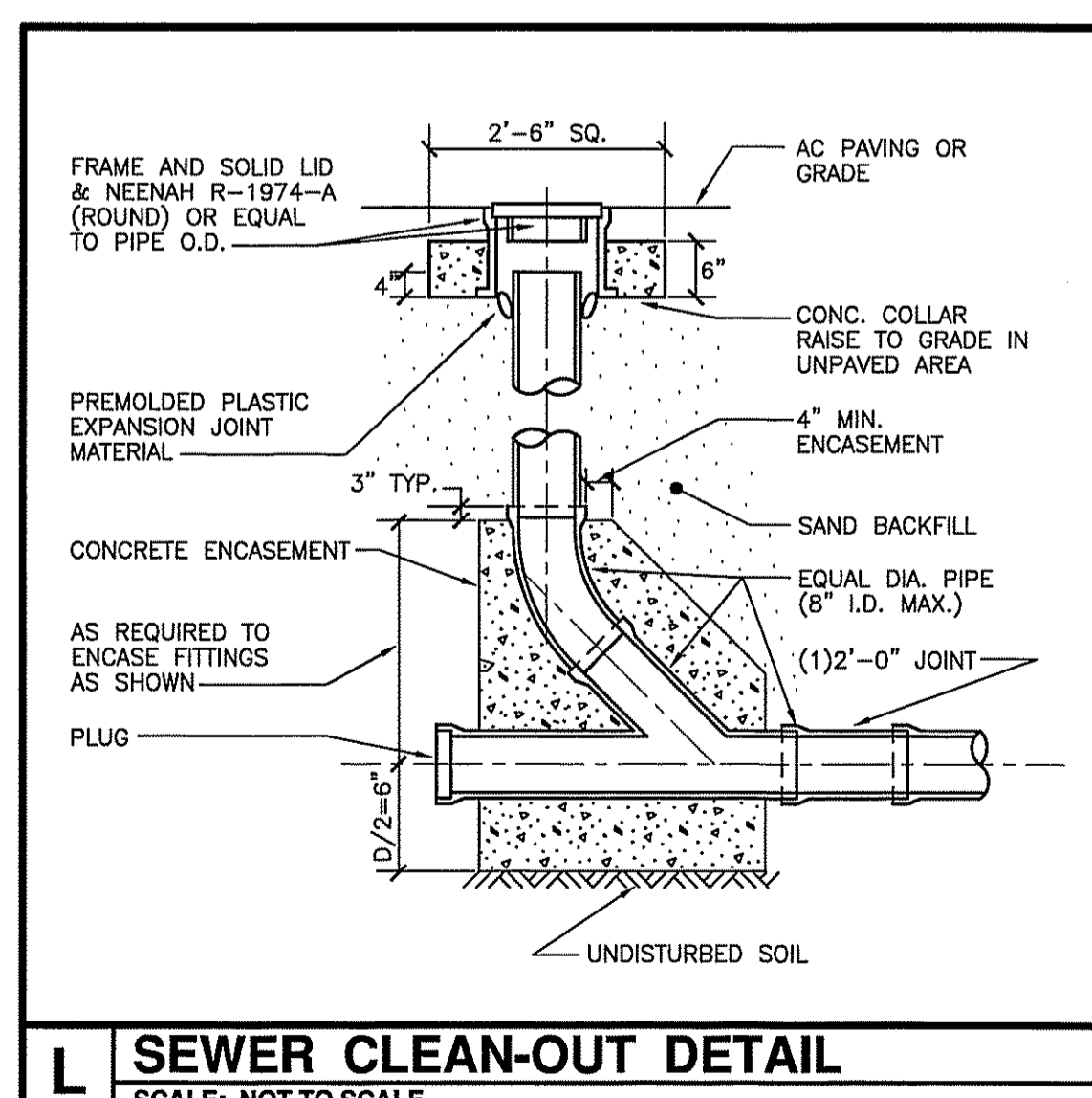
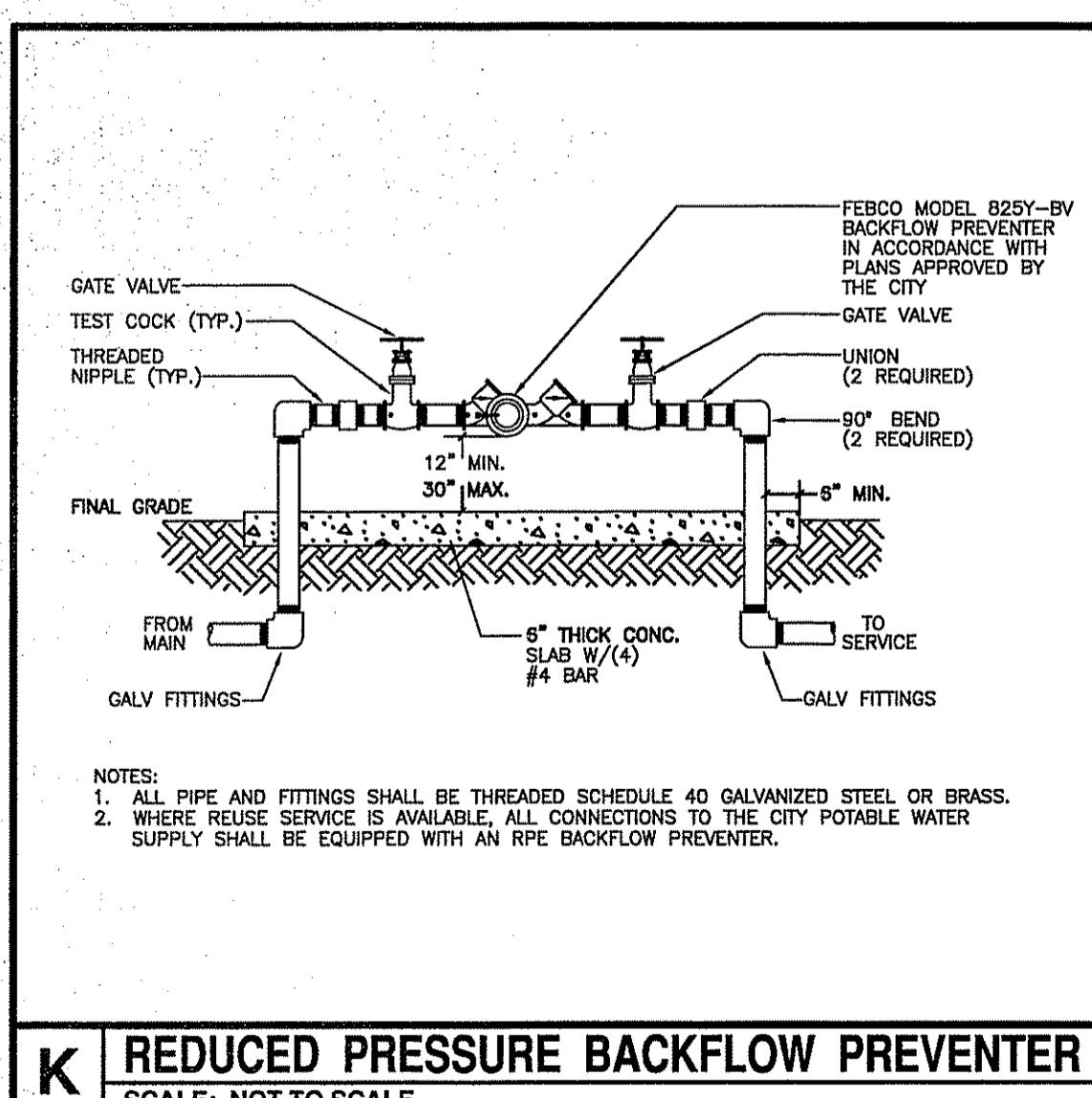
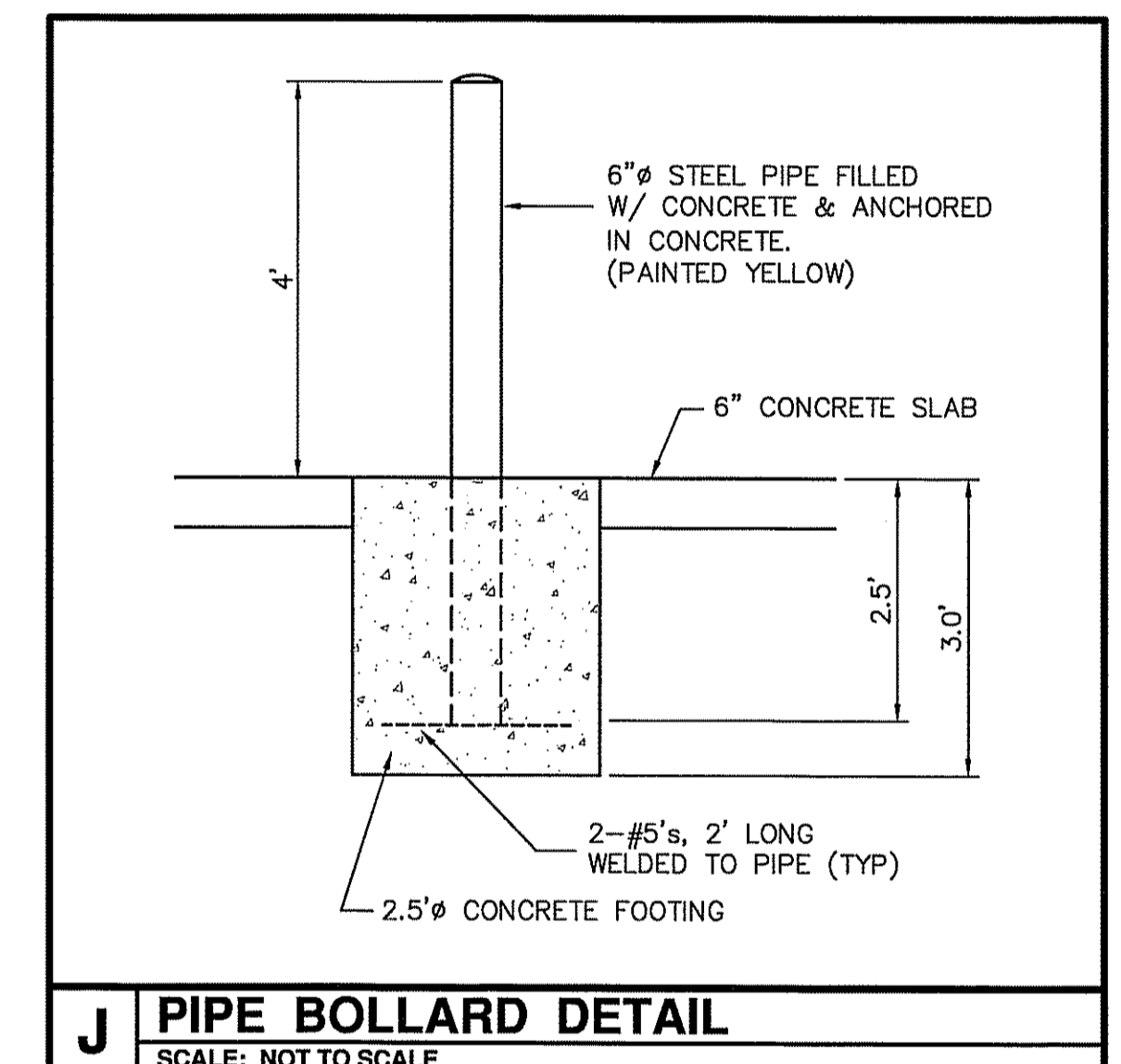
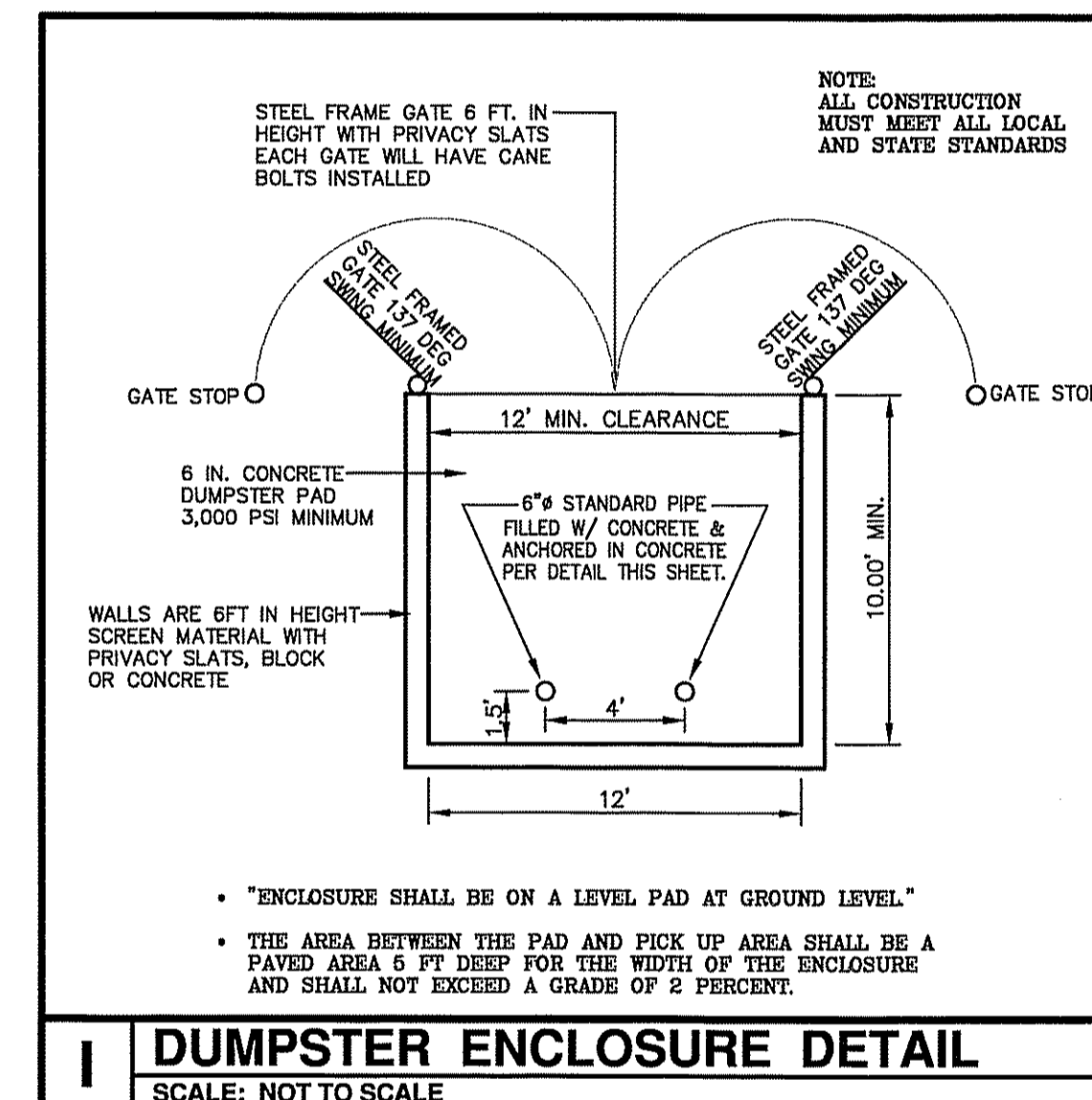
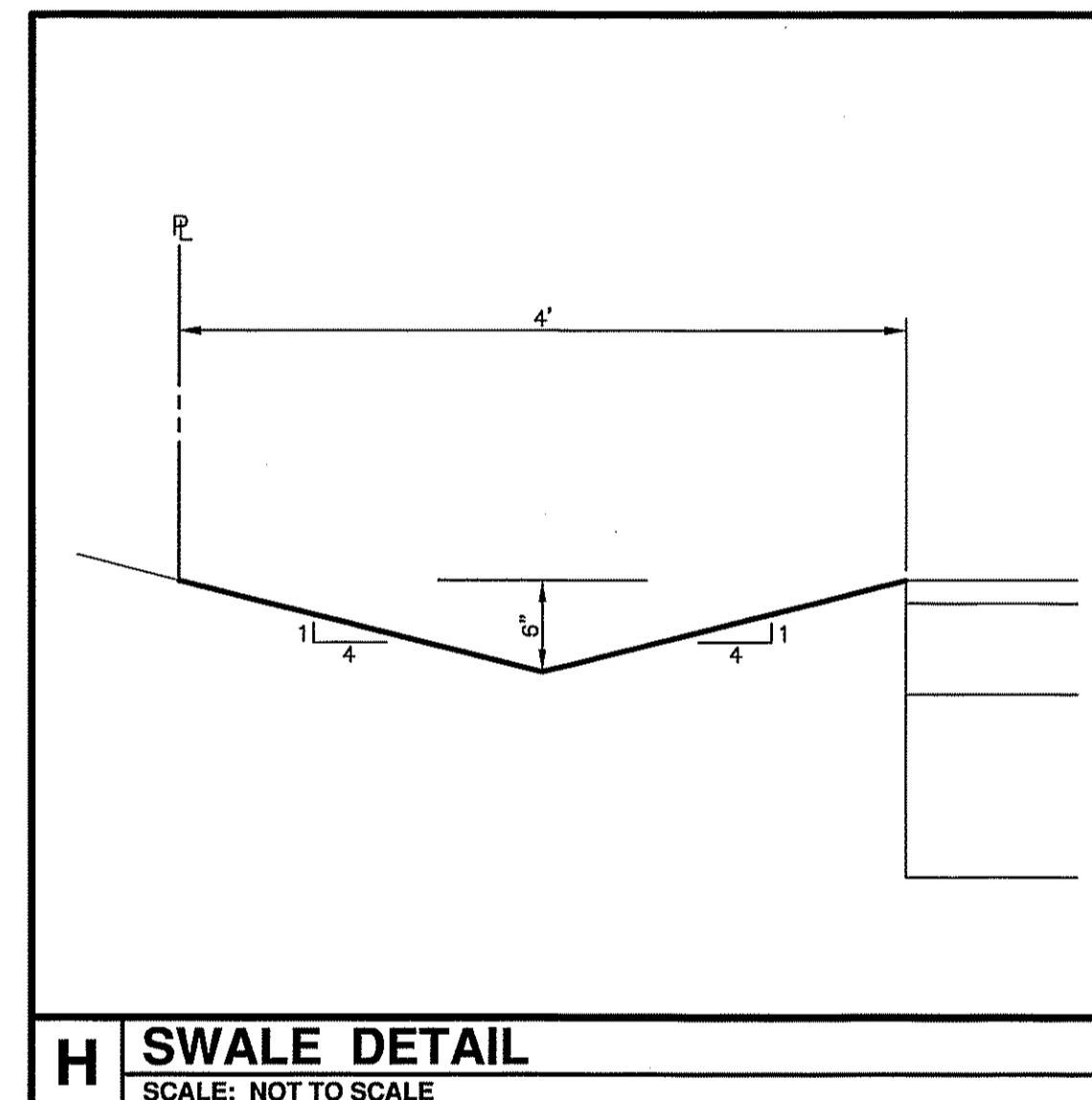
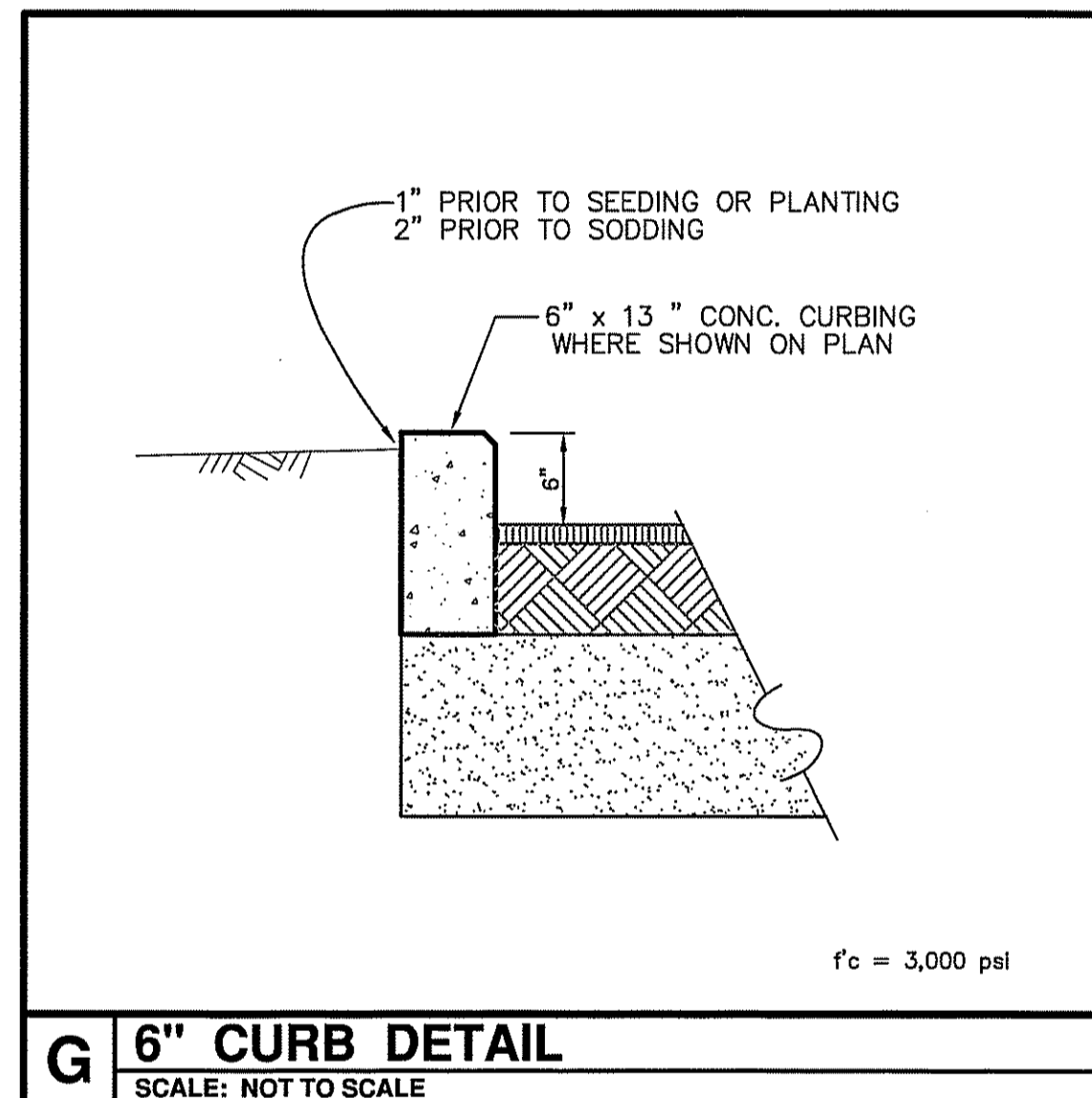
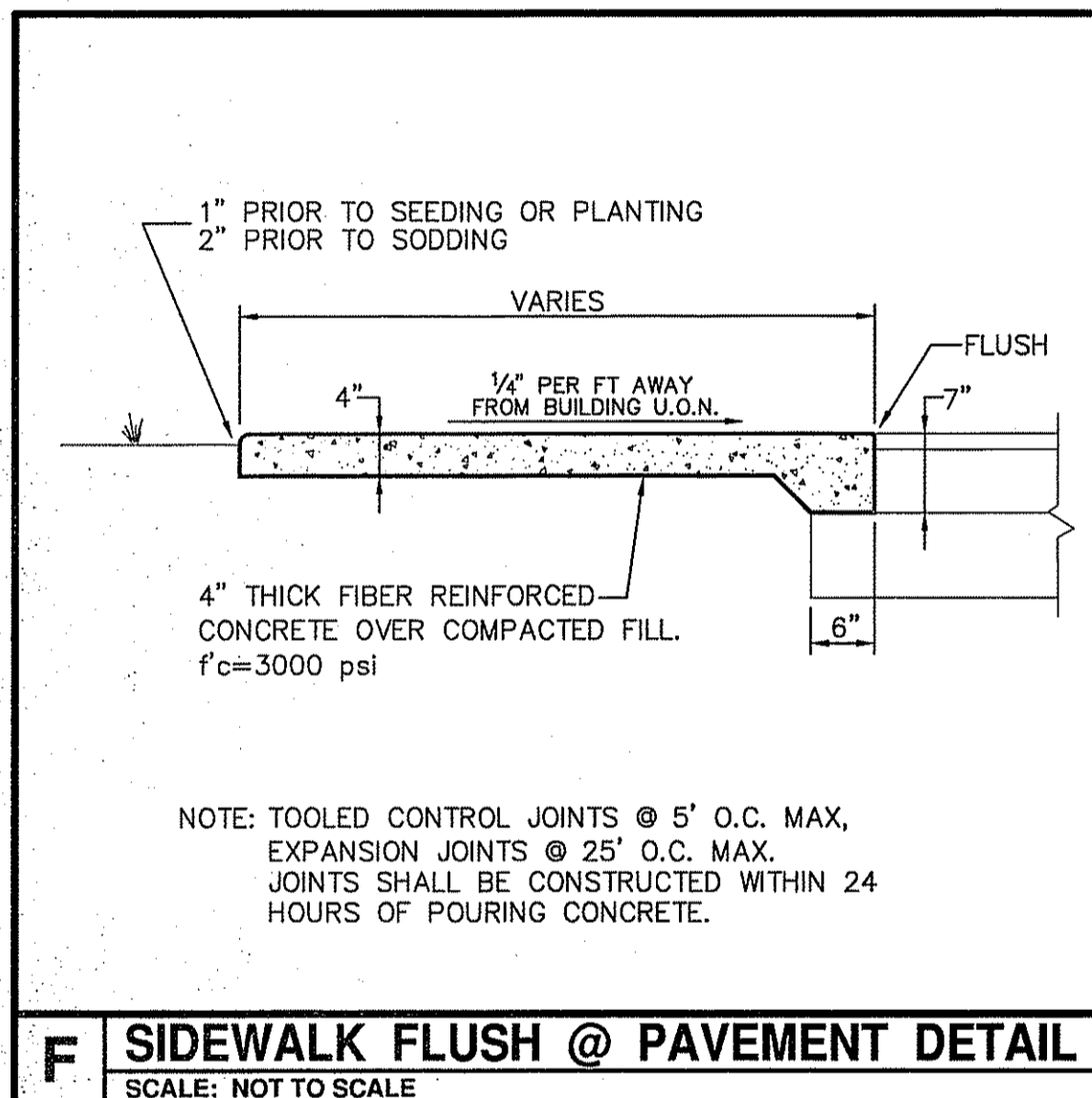
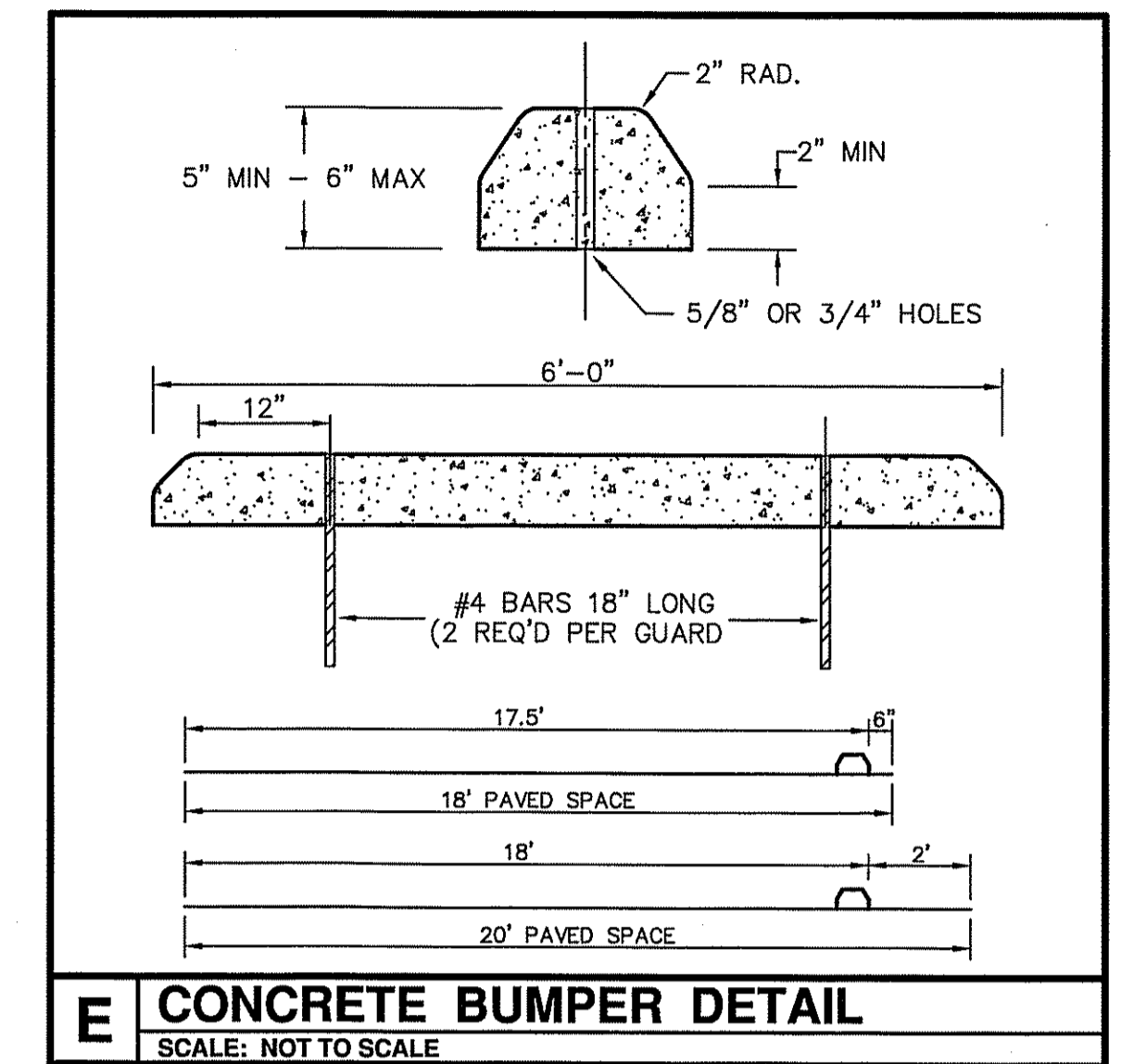
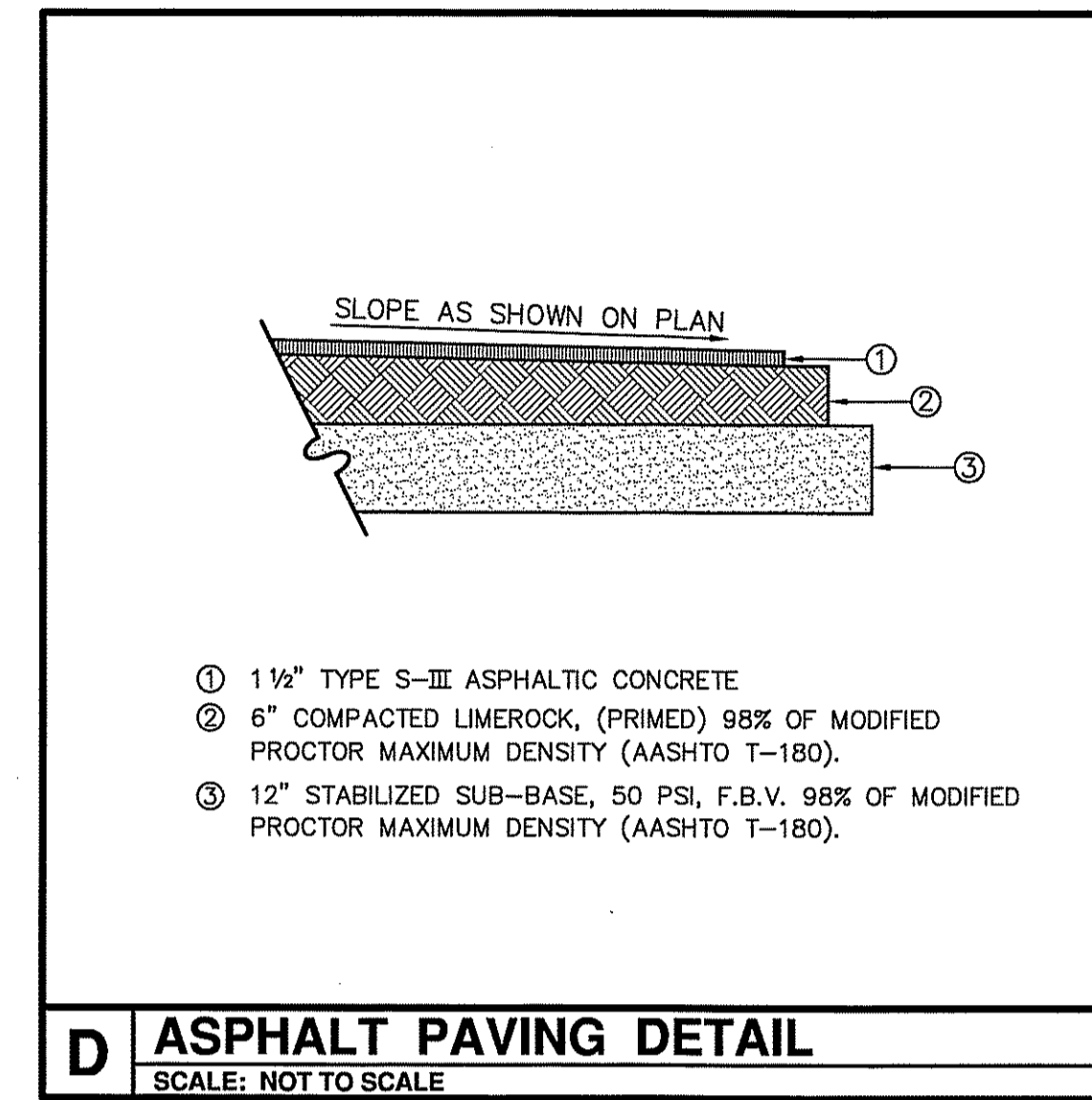
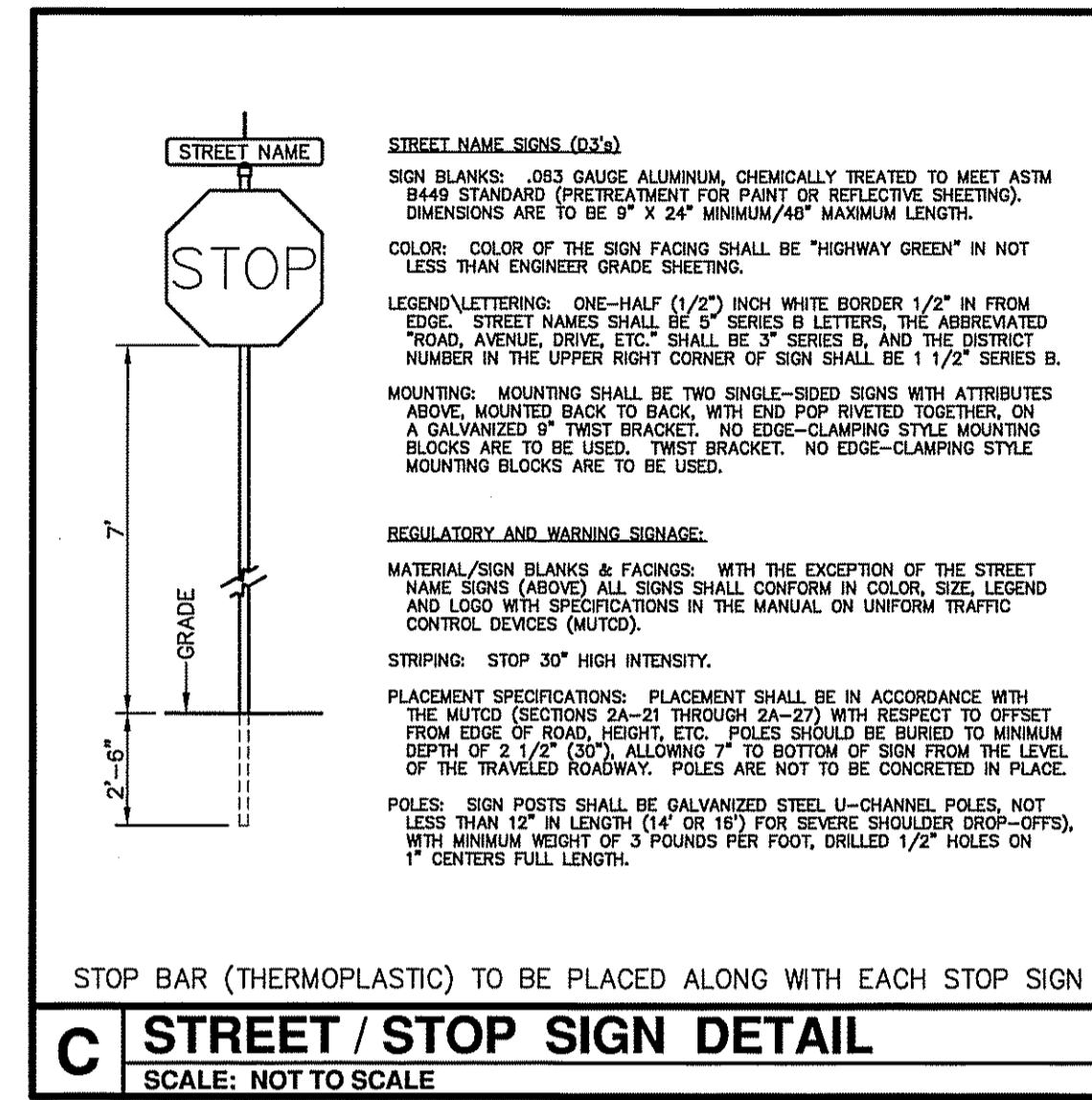
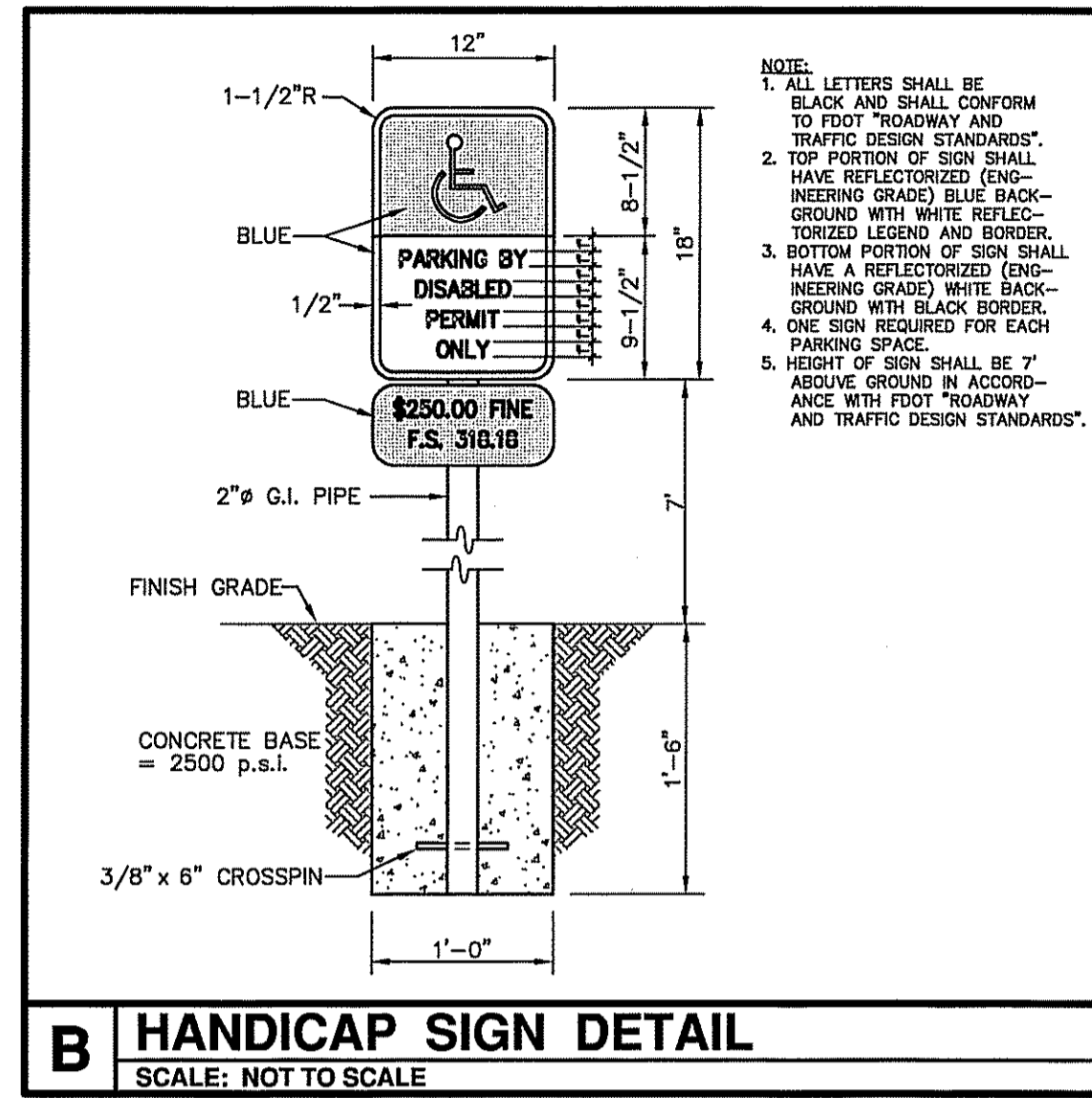
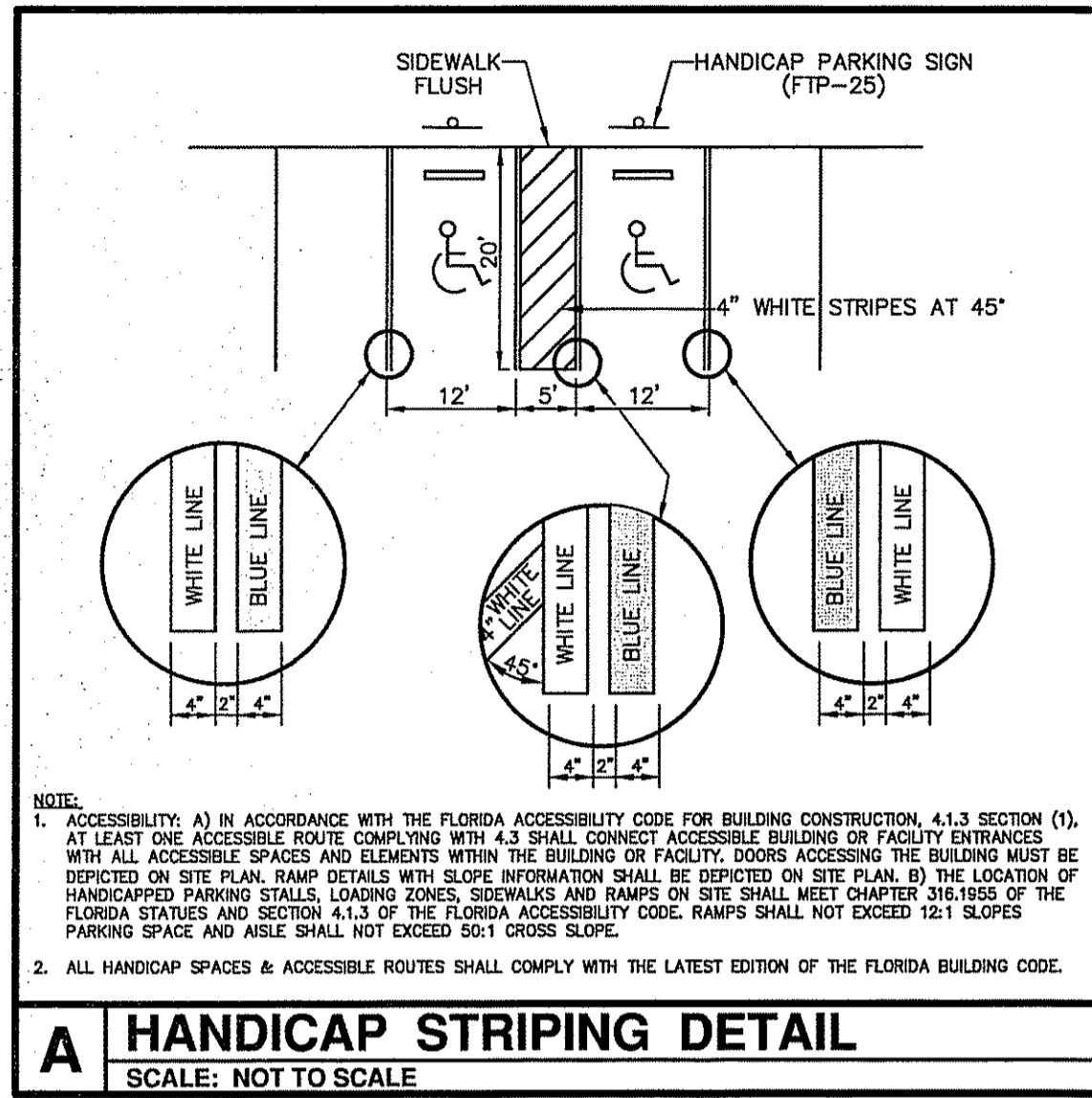
SOIL PROFILES
 FIGURE 4

APPROXIMATE SCALE: 1"=5'
 DATE: 02/28/17
 PREP: GT-17-008
 ENGINEER: RJ
 DRAWN BY: DLS

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GRADING & UTILITY PLAN
 SCALE: 1"=20'





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RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1981

REVISED PER CITY OF FRUITLAND PARK & LAKE COUNTY 10/3/17

REV #	REV #	REV #	REV #

KEITH E. RIDDLE, P.E.
FLA. REGIS. NO. 38800

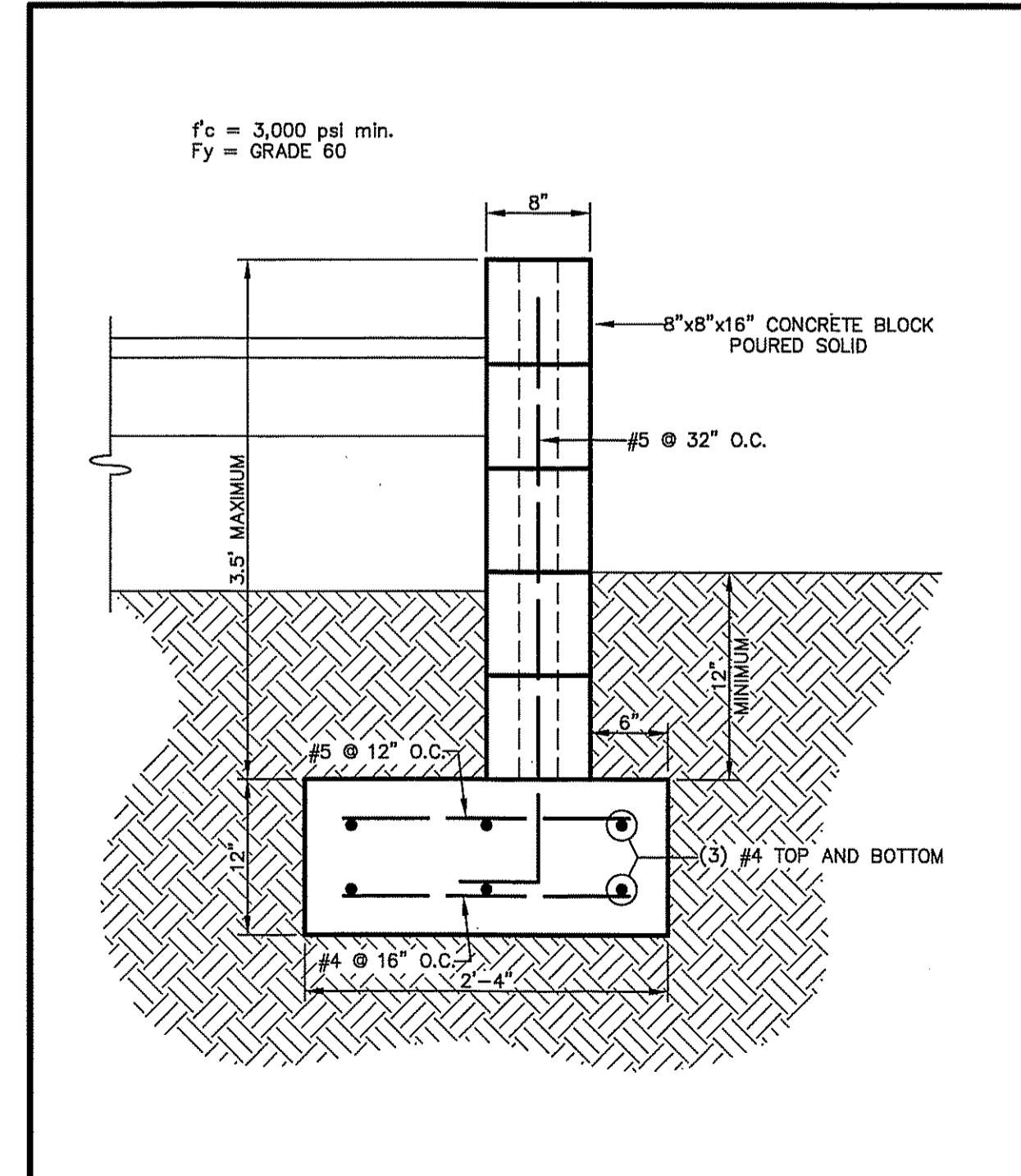
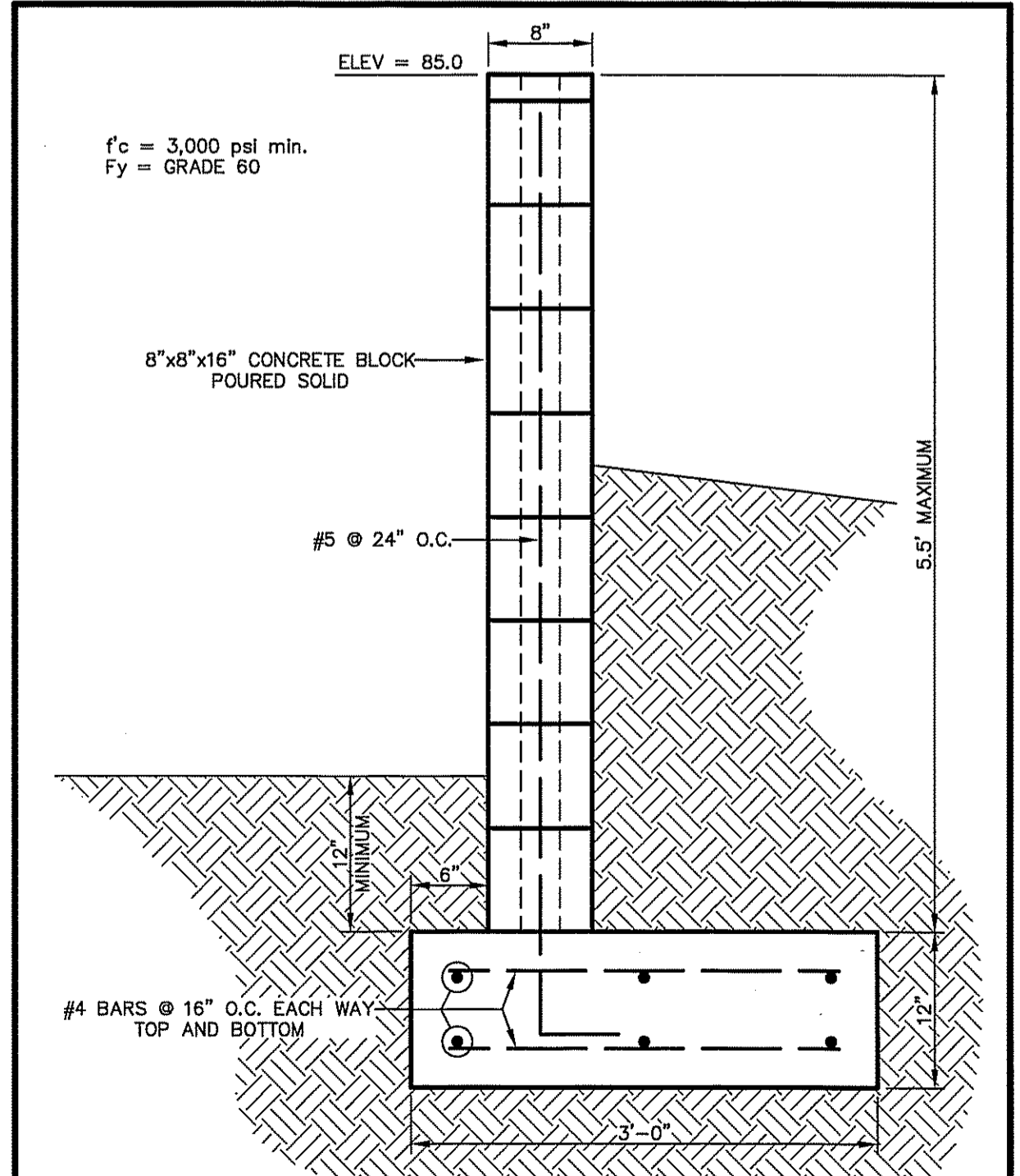
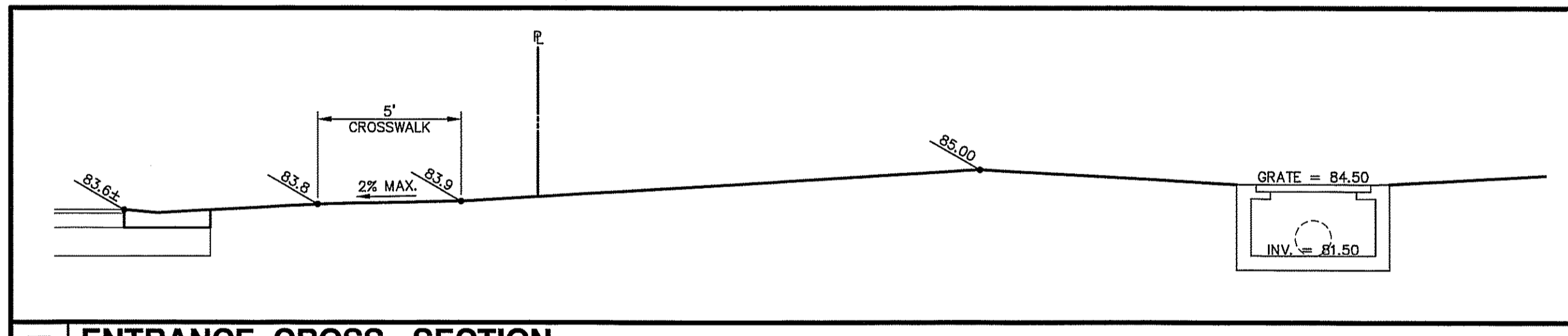
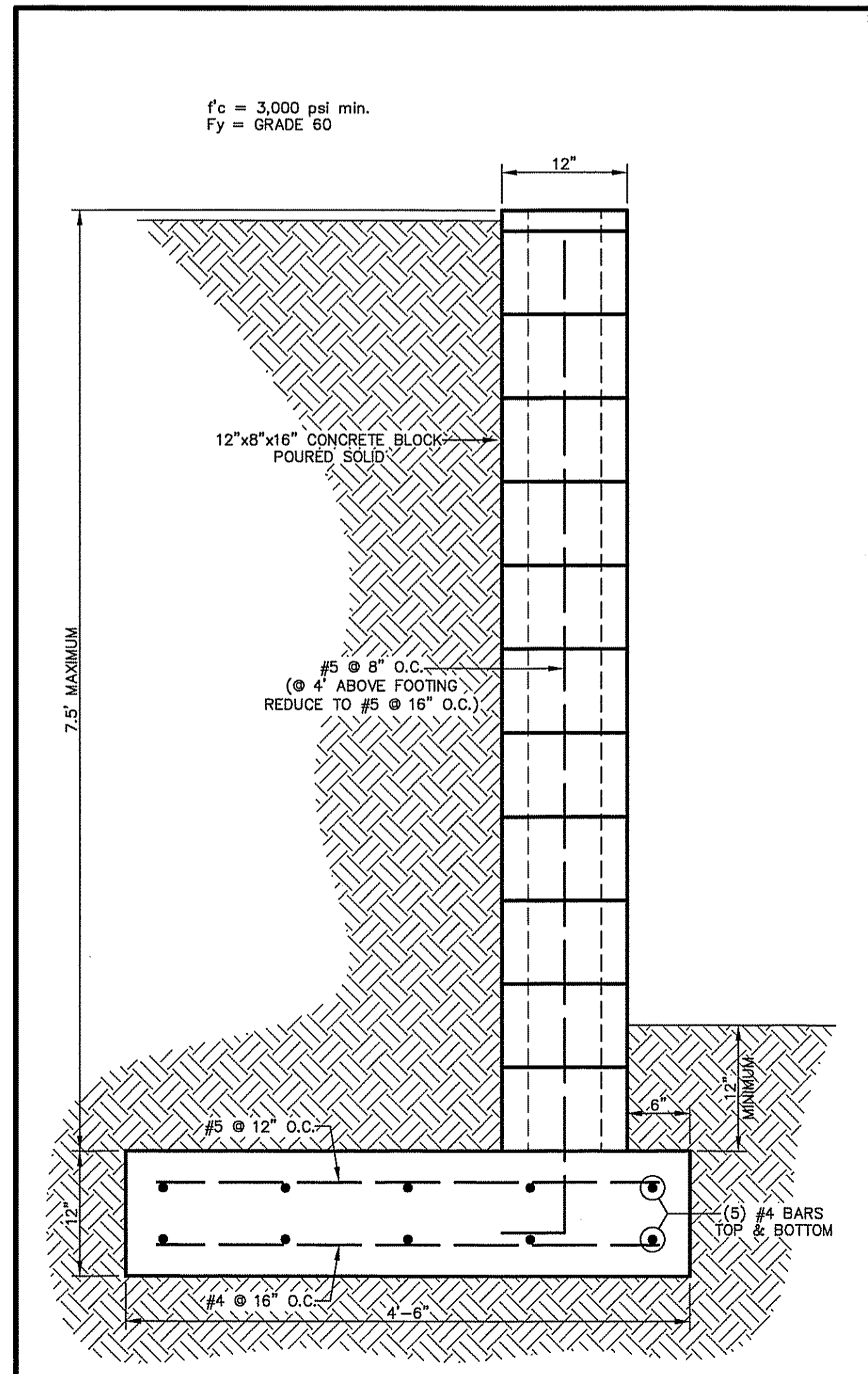
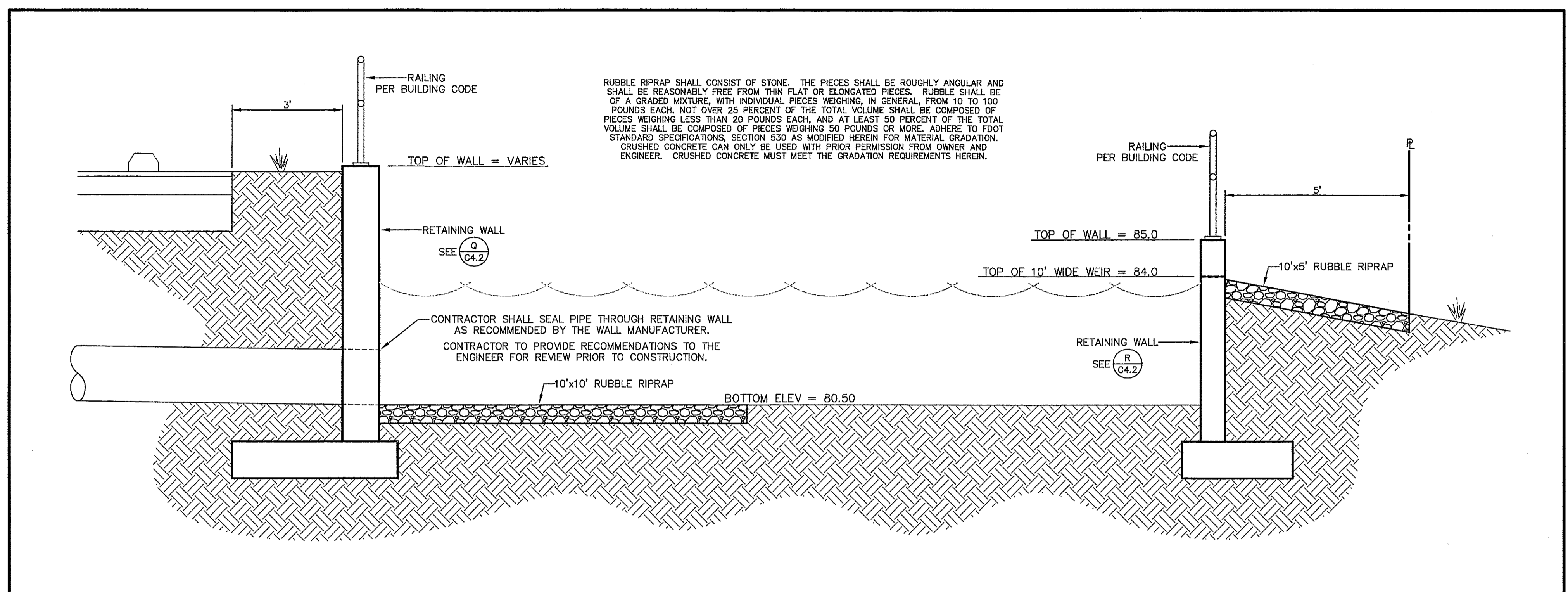
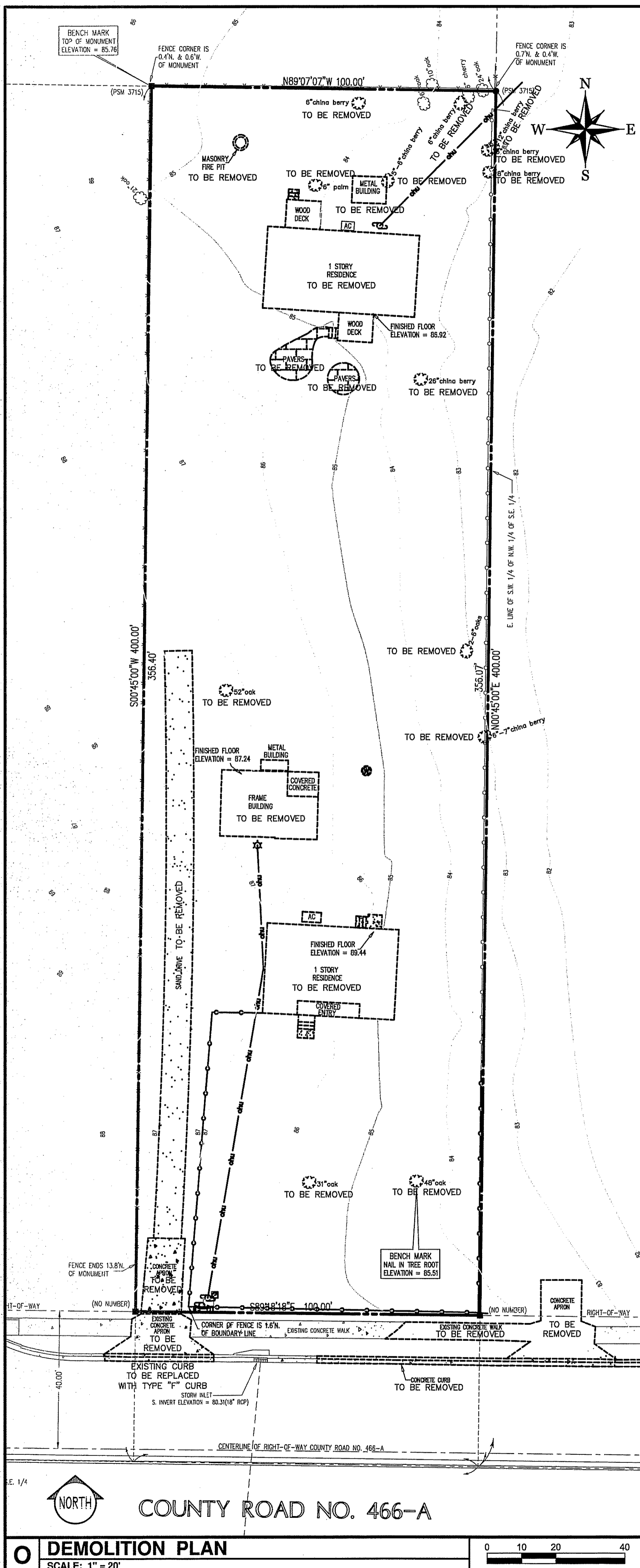
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CHECKED: K.E.R.
SCALE: AS SHOWN
DATE: 7/13/17
PROJECT NO. 16.08

DETAILS

MESOS MEDICAL OFFICE
FRUITLAND PARK
FLORIDA

SHEET NO.
C4.1

REVIEWED NOV 14 2017



RIDDLE - NEWMAN ENGINEERING, INC.
ESTABLISHED 1971

NEWMAN ENGINEERING, INC.

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keith CA# 00002883

REV # 10/5/17
REV # 10/11/17
REV # 10/11/17
REV # 10/5/17

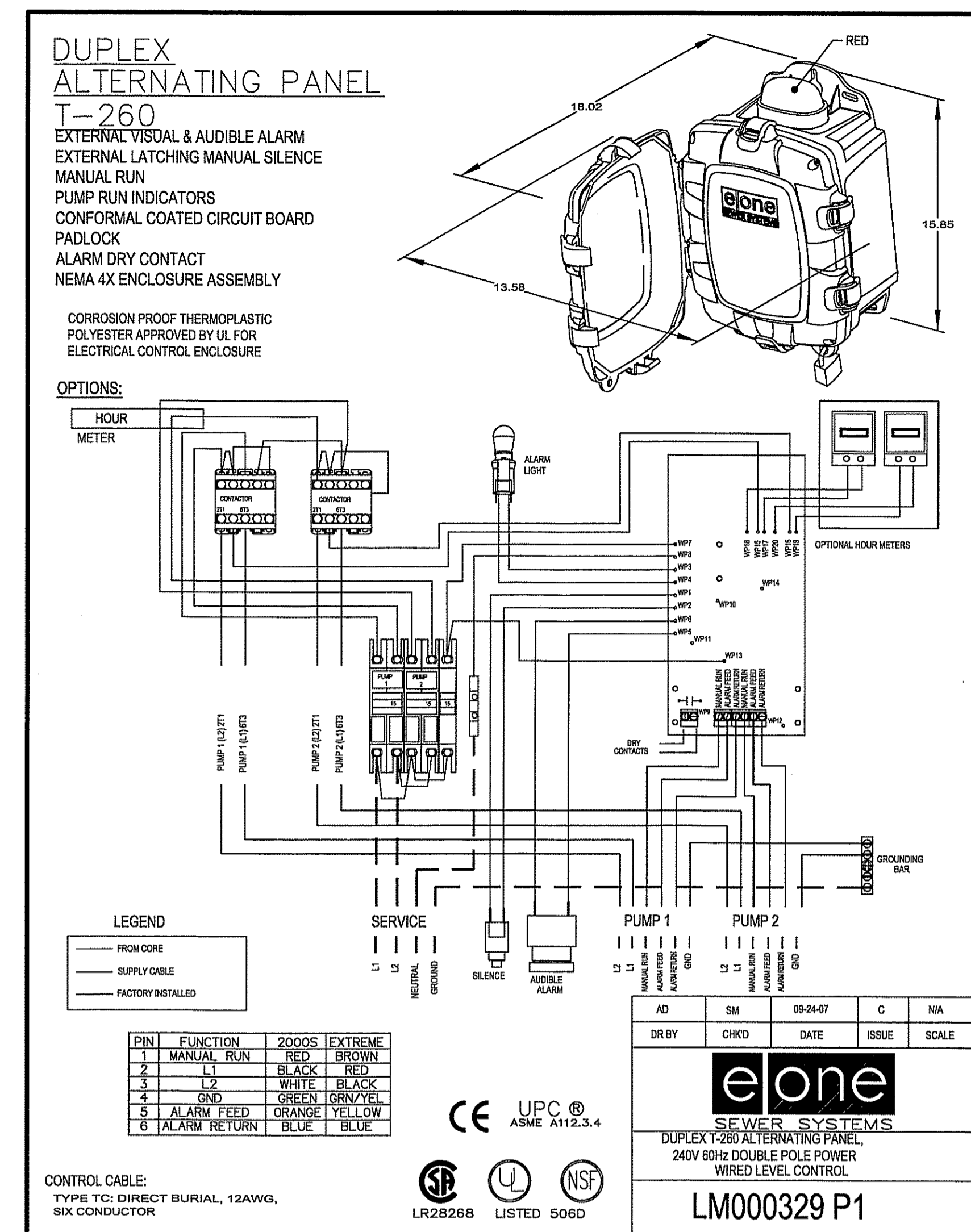
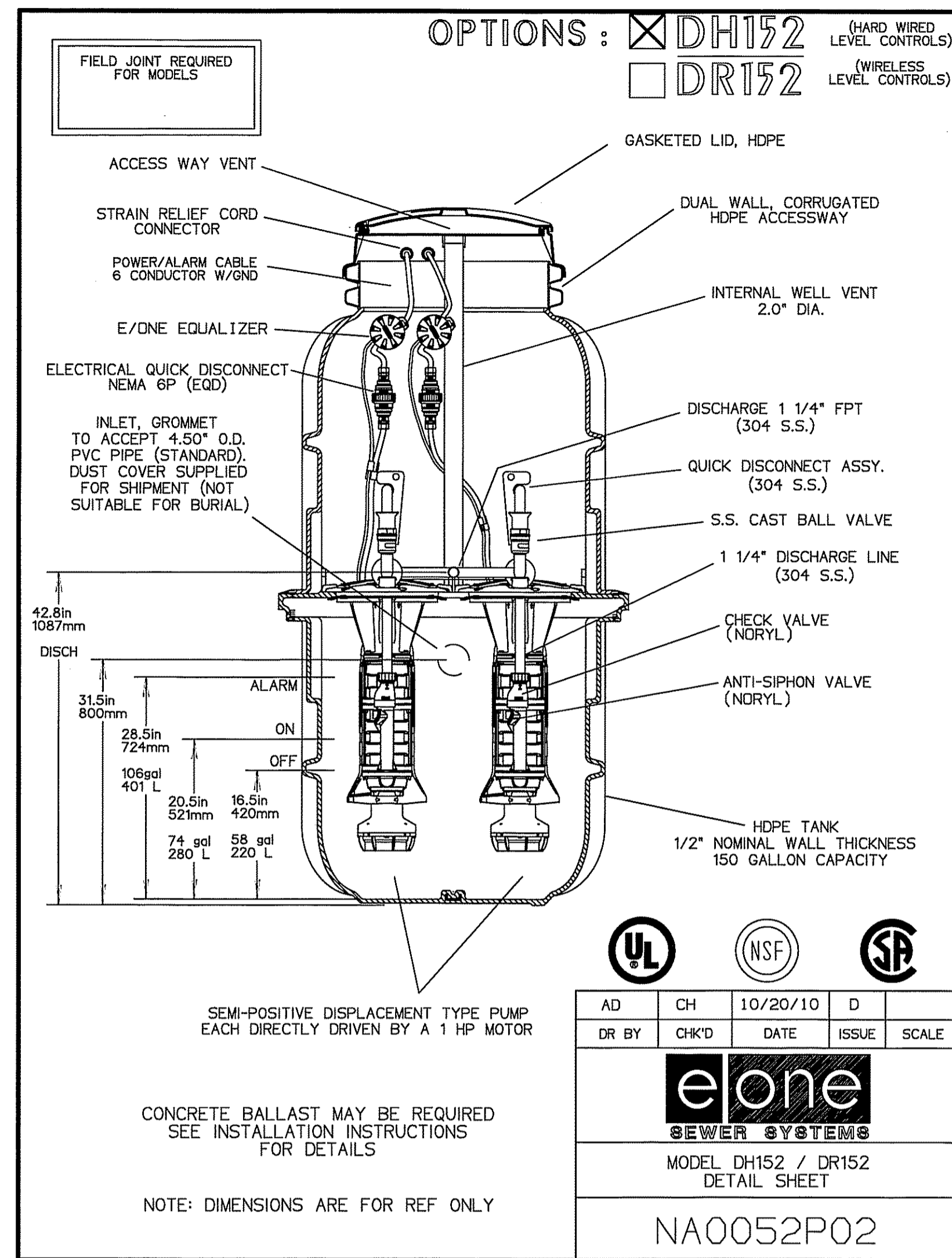
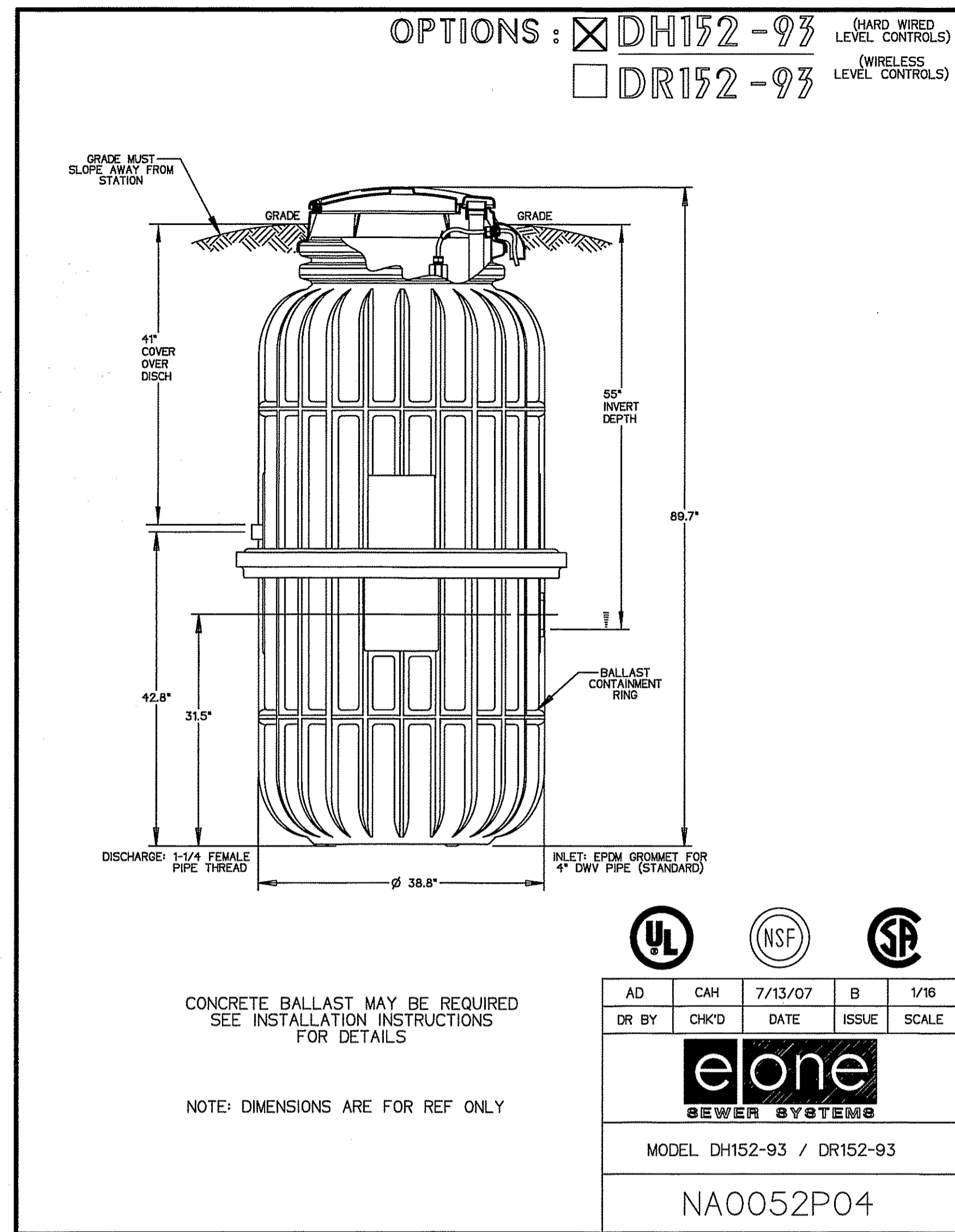
REVISOR: R.S.H.
CHECKED: K.E.R.
SCALE: AS SHOWN
DATE: 7/13/17
PROJECT NO.: 16.08

DETAILS

MESOS MEDICAL OFFICE
FLORIDA
FRUITLAND PARK

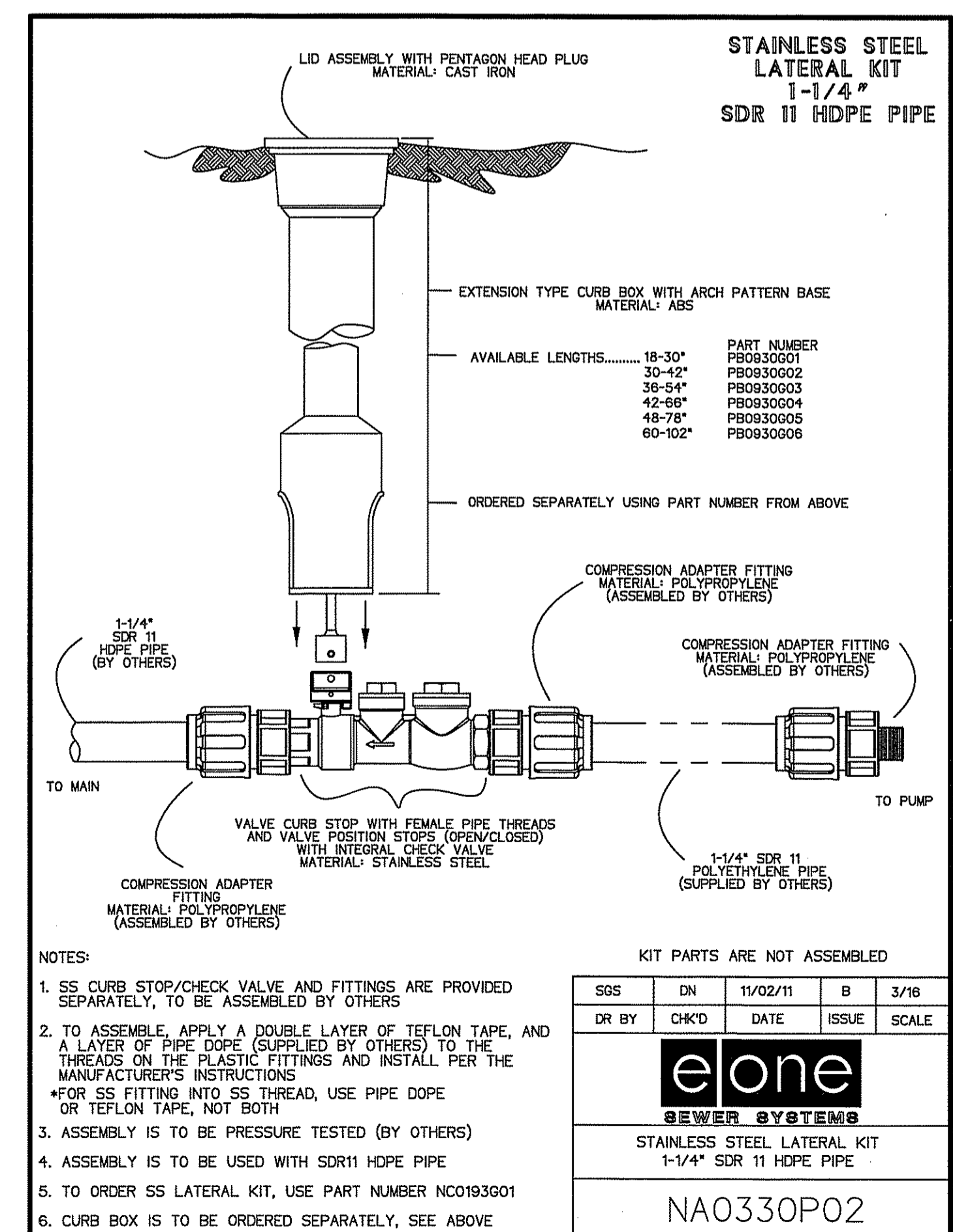
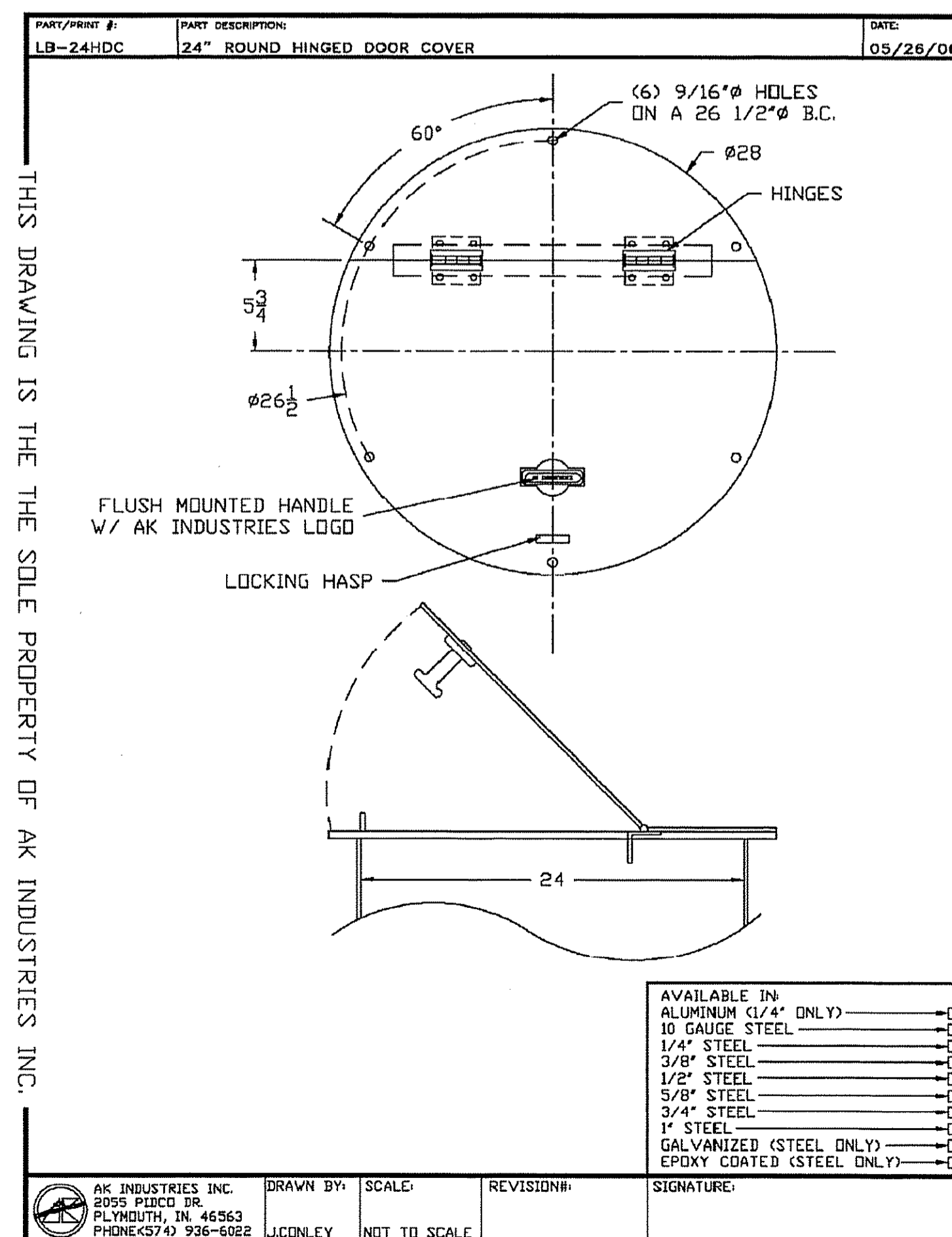
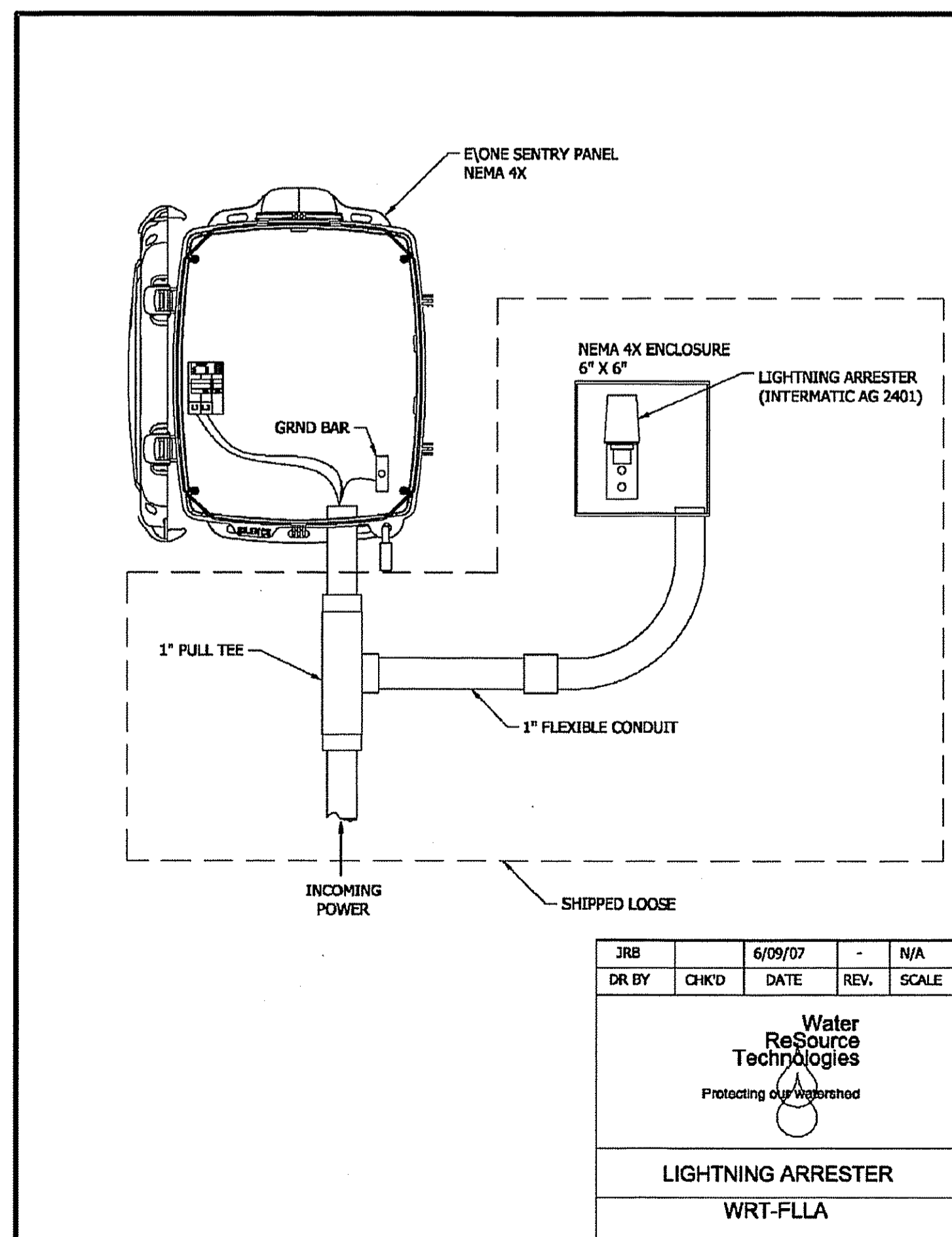
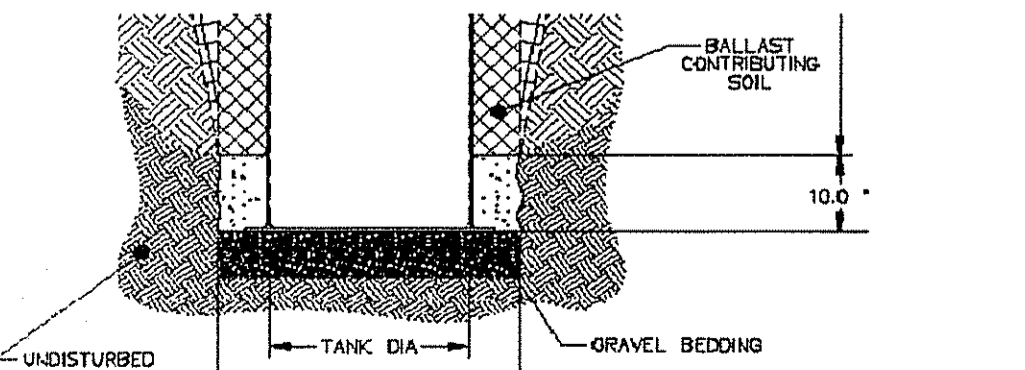
SHEET NO.
C4.2

RECEIVED NOV 14 2017



*Ballast is calculated with ground water at grade

MODEL	MATERIAL	DIAMETER (inches)	STATION HEIGHT (inches)	STATION WEIGHT (pounds)	NET VOLUME (cubic feet)	NET EJOYANT FOR (pounds)	NET BALLAST FOR (pounds)	CONCRETE DIAMETER (inches)	CONCRETE VOLUME (cubic feet)	CONCRETE WEIGHT (pounds)	
1000-60x24	Simplex	Fiberglass	24	60	172	1571	808	1421	36	3.3	450.9
1000-72x24	Simplex	Fiberglass	24	72	178	1895	959	1695	36	3.3	450.9
1000-90x24	Simplex	Fiberglass	24	90	210	2358	1280	2108	36	3.3	450.9
1000-120x24	Simplex	Fiberglass	24	120	292	3142	1728	2795	36	3.3	450.9
1000-144x24	Simplex	Fiberglass	24	144	250	3770	2102	3345	36	3.3	450.9
1000-60x30	Simplex	Fiberglass	30	60	195	2454	1336	1705	42	3.9	559.0
1000-72x30	Simplex	Fiberglass	30	72	234	2945	1604	2035	42	3.9	559.0
1000-90x30	Simplex	Fiberglass	30	90	265	3681	2042	2529	42	3.9	559.0
1000-120x30	Simplex	Fiberglass	30	120	339	4909	2724	3354	42	3.9	559.0
1000-144x30	Simplex	Fiberglass	30	144	378	5890	3268	4014	42	3.9	559.0
1000-60x36	Simplex	Fiberglass	36	60	240	3534	1965	2180	48	5.0	753.3
1000-72x36	Simplex	Fiberglass	36	72	287	4241	2389	2602	48	5.0	753.3
1000-90x36	Simplex	Fiberglass	36	90	282	5301	3026	3235	48	5.0	753.3
1000-120x36	Simplex	Fiberglass	36	120	378	7089	4033	4269	48	5.0	753.3
1000-144x36	Simplex	Fiberglass	36	144	489	8482	4804	5133	48	5.0	753.3
1000-60x42	Duplex	Fiberglass	42	60	298	4810	2708	2930	57	6.7	1012.4
1000-72x42	Duplex	Fiberglass	42	72	314	5773	3288	3497	57	6.7	1012.4
1000-90x42	Duplex	Fiberglass	42	90	373	7216	4130	4347	57	6.7	1012.4
1000-95x42	Duplex	Fiberglass	42	96	373	7687	4430	4631	57	6.7	1012.4
1000-120x42	Duplex	Fiberglass	42	120	432	9621	5571	5785	57	6.7	1012.4
1000-126x42	Duplex	Fiberglass	42	126	432	10102	5712	5927	57	6.7	1012.4
1000-144x42	Duplex	Fiberglass	42	144	546	11545	6658	6868	57	6.7	1012.4
1000-60x48	Duplex	Fiberglass	48	60	325	6293	3598	3790	65	8.7	1309.6
1000-72x48	Duplex	Fiberglass	48	72	344	7540	4381	4523	65	8.7	1309.6
1000-90x48	Duplex	Fiberglass	48	90	424	8425	5457	5624	65	8.7	1309.6
1000-120x48	Duplex	Fiberglass	48	120	553	11268	7287	7457	65	8.7	1309.6
1000-144x48	Duplex	Fiberglass	48	144	627	15079	8787	8924	65	8.7	1309.6
1000-240x48	Duplex	Fiberglass	48	240	1282	25132	14400	15800	65	8.7	1309.6
1000-60x60	Quad	Fiberglass	60	60	781	9817	5345	5524	80	12.7	1908.9
1000-96x60	Quad	Fiberglass	60	96	947	15708	8854	9233	81	13.5	2018.7
1000-174x60	Quad	Fiberglass	60	174	1442	28470	16323	16981	81	13.5	2018.7
1000-182x60	Quad	Fiberglass	60	182	1489	29506	15375	15451	81	13.5	2018.7
1000-186x60	Quad	Fiberglass	60	216	1563	35342	22470	23538	81	13.5	2018.7
1000-192x60	Quad	Fiberglass	60	192	1526	31415	18077	18277	81	13.5	2018.7
1000-180x60	Quad	Fiberglass	60	180	1470	29452	16908	17148	81	13.5	2018.7
1000-120x60	Quad	Fiberglass	60	120	1108	19834	11444	11494	81	13.5	2018.7
1000-114x60	Quad	Fiberglass	60	114	1007	18053	10032	10029	81	13.5	2018.7
1000-144x60	Quad	Fiberglass	60	144	1204	23561	13498	13755	81	13.5	2018.7
1000-86x72	Quad	Fiberglass	72	86	1050	22619	13024	13175	97	19.2	2680.4



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 PHONE (352) 787-7482
 FAX (352) 787-7412
 keth@riddlenewman.com
 CA# 00002883

RIDDLE NEWMAN ENGINEERING INC. ESTABLISHED 1971

REV # REV # REV # REV #

KEITH E. RIDDLE, P.E.
 FLA. REGIS. NO. 36800

DRAWN: R.S.H. CHECKED: K.E.R. SCALE: N.T.S. DATE: 7/13/17 PRODUCT NO. 18.08

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PUMP STATION DETAILS

MESOS MEDICAL OFFICE FLORIDA
 FRUITLAND PARK

SHEET NO. C4.3

NOTICE OF SITE PLAN APPROVAL

TO: Larry Blevins and Carrie Ross Blevins, Owner,
Mesas Plastic Surgery and Laser Center
757 CR 466, Suite A
Lady Lake, Florida 32159

You are hereby notified that site plan approval has been given for the following described property lying wholly within the city limits of the City of Fruitland Park:

THE EAST 100 FEET OF THE SOUTH 400 FEET OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 6,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA,
LESS THE RIGHT OF WAY FOR STATE ROAD NO. 466A

Under penalty of law, the above-referenced property may not be subdivided or split without the express written approval of the City Commission of the City of Fruitland Park.

Chris Cheshire, Mayor
City of Fruitland Park

Attest:

Esther B. Coulson, City Clerk
City of Fruitland Park

Approved as to form:

Anita Geraci-Carver, City Attorney
City of Fruitland Park



**AGENDA ITEM
NUMBER
5h**

5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	QUASI-JUDICIAL HEARING - Ordinance 2018-001 – Site Specific Comprehensive Plan - Petitioner: Terry F. and Rachel Ann Ross			
For the Meeting of:	January 11, 2018			
Submitted by:	City Manager/City Attorney/Community Development Director			
Date Submitted:	December 14, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Ordinance 2018-001, the second reading will be held on January 25, 2018.				
Action to be Taken: Approve the LPA’s recommendation transmitting Ordinance 2018-001 to the appropriate agencies.				
Staff’s Recommendation: Approve LPA’s recommendation.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-001

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA PURSUANT TO 163.3187(1), FLORIDA STATUTES; CHANGING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY PROVIDING TEXT AMENDMENTS SPECIFIC TO LOTS 15 – 19, BLOCK B, 1ST ADDITION TO DREAM LAKE SUBDIVISION, CONSISTING OF LESS THAN 10 ACRES IN SIZE, LOCATED ON SUNSET WAY, FOREST STREET AND PENNSYLVANIA AVENUE, SPECIFYING ALLOWABLE USES ON THE PROPERTY; AMENDING THE FUTURE LAND USE MAP AND FUTURE LAND USE DESIGNATION TO MULTI-FAMILY LOW DENSITY AS LIMITED BY THE SITE SPECIFIC AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Commission finds and determines that establishing policies within the City's Comprehensive Plan which are specific to the subject property is in the best interests of the citizens and the people of the State and are not unduly restrictive of the private property rights of the owners of the subject property; and

WHEREAS, the site-specific policies established by this Ordinance take into consideration any vesting which the owners of the subject property have on the property; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park held a public hearing on this Ordinance which was advertised in accordance with State law; and

WHEREAS, the public hearings for this Ordinance have been advertised as required by State law; and

WHEREAS, the City Commission of the City of Fruitland Park hereby finds and determines that the plan amendments are internally consistent and consistent with the City's Comprehensive Plan.

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

Section 1: Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park.

Section 2: Comprehensive Plan Amendments.

A. Attached hereto and incorporated herein by reference as Exhibit “A” is the proposed amended Future Land Use Map. The Map assigns a City of Fruitland Park land use designation to the subject property. The subject property is hereby designated as Multi-Family Low Density (MFLD) on the City of Fruitland Park Future Land Use Map.

B. Site specific amendments to the Future Land Use Element pertaining to the subject property are as provided below.

Future Land Use Element Policy 1-1.3-1

The following policy is added:

Future Land Use Element Policy 1-1.3-1. Allowable Uses for the Property hereafter described:

The Property: Lots 15, 16, 17, 18 and 19, 1st Addition to Dream Lake Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida (the “Ross Property”).

shall be limited to the uses defined in this Policy. The allowable uses on the Ross Property are:

- Single-family detached residential dwelling units; and
- Two family (duplex) dwelling units.

Section 3. Description of the Subject Property.

The subject property lies on Sunset Way, Forest Street and Pennsylvania Avenue, in Fruitland Park, in Lake County, Florida, and comprises less than 10 acres in size. Tax Parcel Identification(s) of the parcels are: 09-19-24-120000B01500; 09-19-24-120000B01600; 09-19-24-120000B01700; 09-19-24-120000B01800 and 09-19-24-120000B01900 of Lake County, Florida, and are legally described as:

Lots 15, 16, 17, 18 and 19, 1st Addition to Dream Lake Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida

Section 4. Data and Analysis. The supporting data and analysis shall be transmitted by the City to the Department of Economic Opportunity and the review agencies with the Comprehensive Plan Amendments, but the data and analysis is not adopted by this Ordinance.

Section 5. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. After the first public hearing, a paper copy of the Comprehensive Plan Amendments and supporting data and analysis and two electronic copies thereof on a CD ROM in PDF format

shall be transmitted to the Department of Economic Opportunity; and one paper copy shall be transmitted to and the East Central Florida Regional Planning Commission, the St. John's River Water Management District, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 7. Effective Date. This Ordinance shall become effective pursuant to the Department of Economic Opportunity's Notice of Intent if in compliance, and no challenge is filed by an affected party when the Notice of Intent is posted on the Department's website.

FIRST READING on the ____ day of _____, 201__.

ADOPTED AND ENACTED on second reading: the ____ day of _____, 20__.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

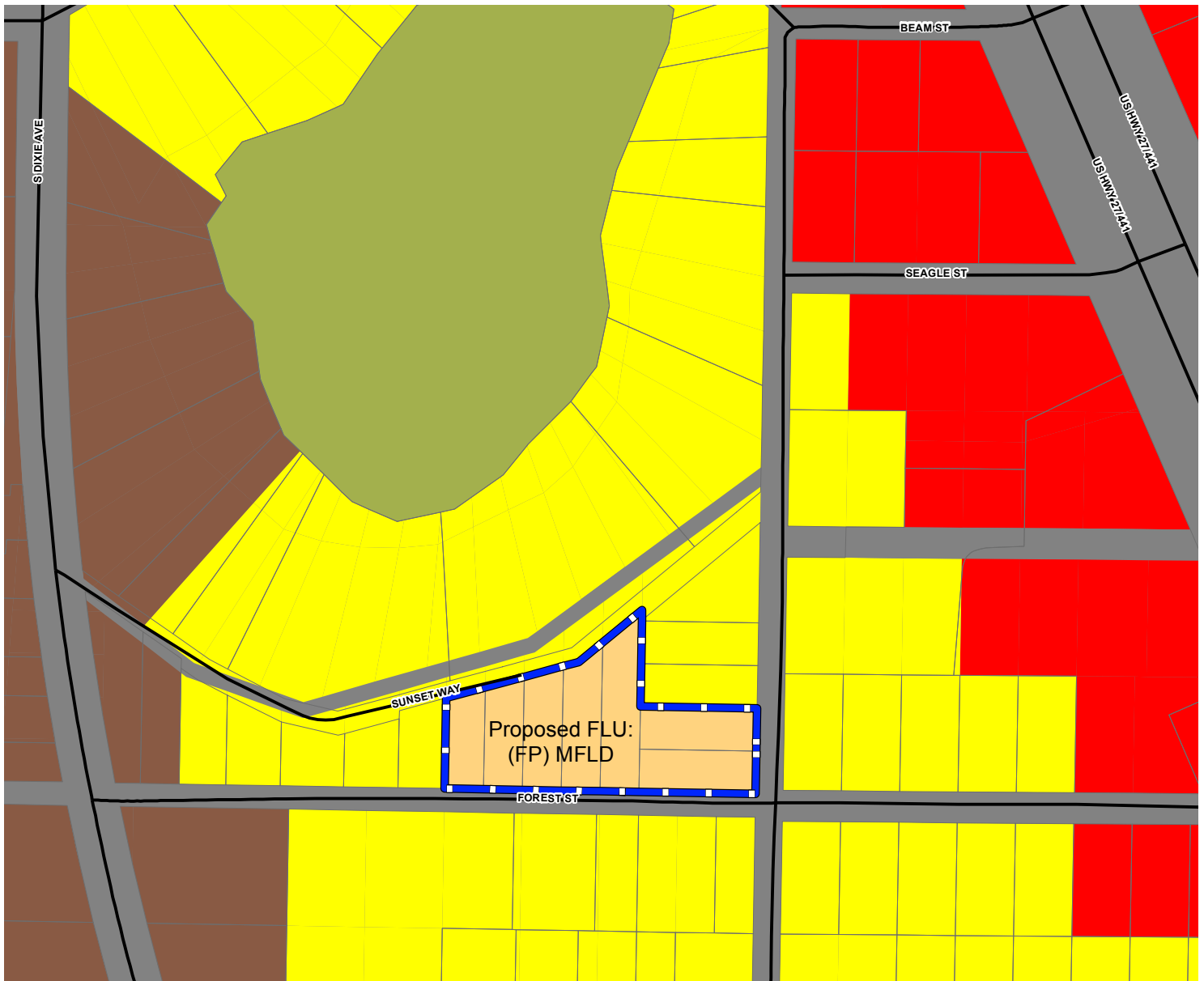
ATTEST:

Esther Coulson
City Clerk

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

Approved as to Form:

Anita Geraci-Carver
City Attorney



Legend

-  Site Boundary
-  City of Fruitland Park
- City of Fruitland Park Future Land Use**
-  SFMD -- Single - Family Medium Density (4 du/ac)
-  COMM -- Commercial - High Intensity
-  MC -- Mixed Community (6 res. du/ac)
-  IND -- Industrial
-  OSC -- Open Space - Conservation
-  ROW -- Right-of-Way
-  MFLD -- Multiple - Family Low Density (8 du/ac)



1 inch = 200 feet

**City of Fruitland Park
Ross Property
Lake County, Florida
Proposed Future Land Use**

Project: 398-16-02
File: Proposed FLU2.mxd
Name: Ross
PM: Sherie Lindh
Date: December 7, 2016
Created By: J.Wilson





**AGENDA ITEM
NUMBER
5i**

5

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	QUASI-JUDICIAL HEARING – Resolution 2018-001 –Special Exception Use - Petitioner: Terry F. and Rachel Ann Ross			
For the Meeting of:	January 11, 2018			
Submitted by:	City Manager/City Attorney/Community Development Director			
Date Submitted:	December 14, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Resolution 2018-001, to be considered at the second reading to be held on January 25, 2018.				
Action to be Taken: Approve Resolution 2018-001.				
Staff's Recommendation: Approve LPA's recommendation.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2018-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A SPECIAL EXCEPTION USE IN THE R-2 ZONING DISTRICT TO ALLOW DUPLEXES, ON THE HEREIN DESCRIBED PROPERTY LOCATED ON STREET, CITY OF FRUITLAND PARK, FLORIDA, OWNED BY TERRY AND RACHEL ROSS; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Terry F. and Rachel Ann Ross, the owners, have petitioned for a Special Exception Use to allow duplexes within the R-2 zoning district on real properties located on Sunset Way, Forrest Street and Pennsylvania Avenue all in the City of Fruitland Park, Florida; and

WHEREAS, such property is more particularly described as: **Lots 15, 16, 17, 18 and 19, 1st Addition to Dream Lake Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida** (the "Property"); and

WHEREAS, this Resolution has been properly advertised in a newspaper of general circulation not less than ten days prior to the City Commission adoption hearing on this Resolution and property owners adjoining the Property (adjoining properties shall include those properties separated from the Property by a road, canal, easement right-of-way or similar barrier of five hundred feet (500) or less in width) were provided written notice delivered by U.S. Mail, and signs were placed along all public road frontages, with a minimum of one sign per four hundred (400) feet along any one frontage; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the petition in accordance with standards for granting a Special Exception Use contained in Section 155.020(d)(2) A-E, City of Fruitland Park Land Development Code; and

WHEREAS, Section 155.030(b)(18) of the City of Fruitland Park Land Development Code is inapplicable due to vesting as a lot of record.

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

1. The City Commission of Fruitland Park has determined that duplexes are allowable within the R-2 zoning district if granted a special exception use.
2. The City Commission of Fruitland Park has determined that construction of duplexes on the Property will not be detrimental to the health, safety or general welfare of persons residing or owning property within the vicinity of the Property.
3. The City Commission of Fruitland Park has determined that the construction of duplexes on the Property will comply with the regulations and conditions specified in the codes for such use.

4. The City Commission of Fruitland Park has further determined that the proposed use is consistent with the Comprehensive Plan for the City of Fruitland Park for the Property and will not adversely affect the public interest.

5. The proposed use with conditions will not adversely affect the public health, safety and general welfare of the citizens of the City of Fruitland Park.

6. The petition for a Special Exception Use on the properties in the City of Fruitland Park, Florida, more particularly described as follows is **GRANTED** subject to conditions set forth below:

Lots 15, 16, 17, 18 and 19, 1st Addition to Dream Lake Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 13, of the Public Records of Lake County, Florida; 09-19-24-120000B01500; 09-19-24-120000B01600; 09-19-24-120000B01700; 09-19-24-120000B01800 and 09-19-24-120000B01900.

7. **Conditions.**

Such Special Exception Use shall expire in accordance with Sec. 155-020(e), City of Fruitland Park Land Development Code, the earlier of (1) if the use is not initiated within one (1) year of approval of this Resolution or (2) the Property ceases to be used as duplexes for a period of six (6) months or more.

Except on Lots 18 and 19, the minimum living area under air shall be 1200 square feet for each side of the duplex, and setbacks shall be: front – 30’, side 10’ and rear 20’.

8. This Special Exception Use shall become effective immediately on its approval and adoption by the City Commission of the City of Fruitland Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida, this 11th day of January, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Esther Coulson
City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to Form:

Anita Geraci-Carver
City Attorney

ORDINANCE 2017 - 023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by First Baptist Church of Leesburg, Inc., Owner, requesting that approximately 14.95 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from General Commercial (C-2) to Mixed Use Planned Unit Development; approximately 52.70 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from Public Facilities District (PFD) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 85.44 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from Single Family Medium Density Residential (R-2) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 17.00 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from High Density Residential/Neighborhood Commercial (R-3A) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; and further requesting that approximately 33.98 acres of property be rezoned from Greenbelt District (GB) to Mixed Use Planned Unit Development within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published; and

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

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

Section 1. The following described property consisting of approximately 206.11 ± acres of land generally located south of CR 466A and west of Pine Ridge Dairy Road shall hereafter be designated as PUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit "A".

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

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

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2017.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

DRAFT

EXHIBIT "A"
LEGAL DESCRIPTION

DRAFT

LEGAL DESCRIPTION

THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE

S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°40'49"E, 1,331.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°56'55"W, 1,271.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.76 ACRES, MORE OR LESS.

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2017, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and First Baptist Church of Leesburg, Inc. (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 205.76 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned "General Commercial" (C-2), Public Facilities District (PFD), Single Family Medium Density Residential (R-2), High Density Residential/Neighborhood Commercial (R-3A), and Greenbelt District (GB) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."

3. Owner has filed applications for rezoning for the Property as a mixed use planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the **FBC_Draft Agreement_10-18-17**

Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Florida Engineering Group, Inc., dated _____, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a senior (age 55+) mixed use community. All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Duplex (Villa) dwelling units.
- c. Single family attached residential dwelling units meeting the R-3 standards.
- d. Multi-family residential dwelling units meeting the R-3 standards.
- e. Adult Congregate Living Facilities. The maximum number of beds shall not exceed 150.
- f. Nursing homes. The maximum number of beds shall not exceed 60.
- g. Church/Religious Facilities.
- h. All permitted C-1 uses.
- i. Convenience Store with fuel operations.
- j. Restaurants.
- k. Banks.
- l. Athletic/Sports Facilities.
- m. Residential units shall not exceed 900 units.
- n. Passive and Active Recreation Facilities.
- o. Total Commercial Square footage shall not exceed 190,000 square feet.
- p. Total Institutional Square footage shall not exceed 180,000 square feet which includes Adult Congregate Living Facilities, Nursing homes and Church/Religious Facilities.
- q. The residential units may be converted to the Adult Congregate Living Facilities or a Nursing home based on one (1) unit equals three (3) beds; however, in no case shall the maximum number of beds be exceeded as stated in item e and f above.

Section 5. Residential Development Standards. Development Standards shall be as follows:

- a. The minimum living area shall be 1,000 square feet for the single family detached homes.
- b. The minimum lot size shall be 4,000 square feet for the detached single family homes.
- c. Minimum lot size for detached single-family shall be 40 feet with a lot depth of 100 feet.
- c. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway - Twenty-five feet (25')

Side: Local Roadways - Twenty feet (20')
Another Lot - Five feet (5')

Rear: Local Roadway- Twenty feet (20')
Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- d. Minimum lot size shall be 4,000 square feet for duplex/villa single-family homes (duplex, villas).
- e. The minimum lot size for duplex/villas shall be 40 feet with a lot depth of 100 feet.
- f. Minimum Setback requirements for duplex/villa single family residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway - Twenty-five feet (25')

Side: Local Roadways - Twenty feet (20')
Another Lot - 0' feet for common walls

Rear: Local Roadway- Twenty feet (20')
Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5'). In those areas where the buffer width is greater than five feet (5') and is part of the lot, all accessory structures shall be located outside of the buffer area.

Minimum distance between single-family detached and single family attached structures shall be 10 feet (10') measured from building wall to building wall.

- g. Multi-family development shall meet the R-3 zoning development standards.
- h. Maximum building height shall be limited to thirty five feet (35') for single family; however, if adequate fire protection measures are provided the height limitation may be exceeded, after review by the City Fire Inspector and Building Official with final determination by Community Development Director.

- i. Maximum building height for the multi-family uses (garden apartments and condominiums) shall not exceed 5 stories including parking garage provided adequate fire protection measures are provided as reviewed by the City Fire Inspector and Building Official with final determination by Community Development Director.
- j. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code for the proposed residential uses except as provided below:

Multi-Family Residential – 1.5 spaces per unit

Single Family Attached Residential – 1.5 spaces per unit

Section 7. Residential Design Standards. Design Standards shall be as follows:

- a. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
- b. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)

- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 8. Commercial and Institutional Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements for commercial shall be:
 - Front: CR 466A - Fifty feet (50')
 - Local Roadways - Twenty feet (20')
 - Side: Local Roadways - Twenty feet (20')
 - Another Lot - Ten feet (10')

A zero (0) side setback is allowed on one side provided there is a minimum ten feet setback on the opposite side and provided requirements for fire and building codes are met.

 - Rear: Local Roadway- Twenty feet (20')
 - Another Lot - Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').

Required landscape buffers shall supersede the minimum dimensions permitted by this Section.
- b. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).
- c. Maximum building height shall be limited to fifty feet (50') or four (4) stories provided that adequate fire protection measures are provided as determined by the City Fire Inspector and Building Official.
- d. Maximum building height shall be limited to ninety-five feet (95') for accessory decorative structures such as, but not limited to, steeples or spires.
- e. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Regulations for the proposed uses.
- f. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 466A. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.

Section 9. Commercial and Institutional Design Standards. The Applicant shall be

FBC_Draft Agreement_10-18-17

required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 10. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 11. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on CR 466A and one access on Pine Ridge Dairy Road. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on one side of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.
- g. At such time that traffic signals are warranted at the proposed project entrance, the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

Section 12. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 13. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 14. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Notwithstanding the foregoing, Owner shall pay water and wastewater impact fees at the rate of \$3,080.00 per ERU for wastewater (sewer) and \$985.00 per ERU for water.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 15. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 16. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five foot (25') landscape buffer along CR 466A; and a twenty-five foot (25') buffer along property boundaries abutting existing residential as shown on the Conceptual Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A fifteen foot (15') native buffer shall be provided onsite adjacent to the wetlands. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term

maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 17. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 19. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 20. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 21. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 22. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 23. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 24. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other

municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 25. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 26. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 27. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 28. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 29. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 30. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue

	Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	First Baptist Church of Leesburg, Inc. 220 W. 13 th Street Leesburg, FL 34748-4962
Copy to:	

Section 31. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 32. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 33. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 34. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF
FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney
This instrument prepared by:

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

DRAFT

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

THE PLAN

DRAFT



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**AGENDA
PLANNING & ZONING BOARD
DECEMBER 13, 2017
6:00PM**

- I. INVOCATION:**
- II. ROLL CALL:**
- III. MINUTES FROM PREVIOUS MEETING: Approve meeting minutes from October 19, 2017.**
- IV. OLD BUSINESS: None**
- V. NEW BUSINESS:**
 - A First Baptist Church of Leesburg, Inc. (ALT Key # 1287863)**
 - b. PUD (Planned Unit Development) Application to rezone to a mixed use planned unit development consisting of residential, commercial, institutional and recreational uses for an aged restricted community.
 - B Mesos Medical Office Major Site Plan Submittal (ALT Key # 1288215)**
 - b. Major site plan submittal for a proposed medical office; Adopted Resolution 2017-008 attached with regards to granting buffer variance
 - C Ross Property Site Specific Small Scale Comp Plan Amendment and Special Exception Use**
 - b. Amending the Future Land Use Map and Future Land Use Designations to Multi-Family Low Density as Limited by Site Specific Amendment and Granting A Special Exception Use in the R-2 Zoning.
 - c. Allow Residential Duplexes on lots: #13 ALT Key 1793785; #14 ALT Key 3854556; #15 3854557; #16 ALT Key 3854558; #17 1431671; #18 3854559; #19 3854560
 - D WTG Properties (ALT Key # 1432235)**
 - b. Allow for Contractors Yard and C-1 Uses (Neighborhood Commercial)

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**MINUTES
PLANNING & ZONING BOARD
OCTOBER 19, 2017
6:00PM**

- I. **INVOCATION:** Chairwoman Bame called the meeting to order at 6:00P.M. Board member Daniel Dicus gave the invocation and led the pledge of allegiance.
- II. **ROLL CALL:** All board members present with exception of Board member Philip Purlee. Present CDD Rector and Assistant Kelley.
- III. **MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from May 18, 2017. Motion to approve meeting minutes by Board member Daniel Dicus. Second by Board member Colin Crews. Approved 4-0.
- IV. **OLD BUSINESS:** None
- V. **NEW BUSINESS:**
- A Recommend and Elect Chair and Vice Chair to the Planning & Zoning Board
- Board members elected Board member Connie Bame as Chair and Board member Philip Purlee as Vice Chair to the Planning & Zoning Board. Motion by Board member Colin Crews. Second by Board member Daniel Dicus. Approved 4-0.
- B Recommend for approval City Ordinance 2017-029
- b. Amending City of Fruitland Park Land Development Regulations Chapter 161.090 to bring the regulations into agreement with the most current FEMA approved, Code Companion Floodplain Management Ordinance for Florida
- CDD Rector introduced Ordinance and gave brief explanation; no board comments. Motion to amend City Ordinance 2017-029 by Board member Daniel Dicus. Second by Board member Tom Bradly. Approved 4-0.

PUBLIC COMMENTS: None

BOARD MEMBERS' COMMENTS: None

ADJOURNMENT: 6:14PM



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

STAFF REPORT

Project: Village Park Campus

Project Owner: First Baptist Church of Leesburg, Inc.
220 N 13th Street
Leesburg, FL 34748-4962

Project Address: Vacant Property Formerly Known as Pine Ridge Dairy
Alternate Key#: 1287863

Proposed: Mixed Use Planned Unit Development (PUD)

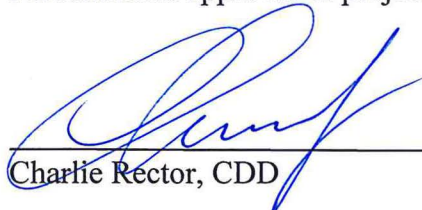
The property is formerly known as the Pine Ridge Dairy property and the general location is south of CR 466A and west of Pine Ridge Dairy Road. The property owners are seeking to rezone current land use to a mixed use planned unit development (PUD) consisting of residential, commercial, institutional, and recreational uses for an aged restricted community.

The proposed project is an age restricted community (55+) consisting of single family detached dwelling units, villa units, garden apartments, and condominium dwelling units.

The property is also proposed for an ALF approval for a maximum of 150 beds and a maximum of 60 beds for a skilled nursing facility.

Applicant states all streets will be private.

I recommend approval of project and contents of Master Developer's Agreement.


Charlie Rector, CDD
Date 12-4-17

cc: File

REVISED 11/27/2017 ALT Key Correction

CITY OF FRUITLAND PARK
PLANNING AND ZONING APPLICATION

RECEIVED JUN 06 2017

Application: First Baptist Church of Leesburg, Inc. Date: _____

Applicant Name: _____

Address: 220 N. 13th St.

Leesburg, FL 34748-4962

Phone: (352) 787-1005

- Application Type:
- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Subdivision Approval |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Site Plan Approval |
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Road/Lot Vacation |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Development Order |
| <input type="checkbox"/> Clearing Permit | <input type="checkbox"/> Concurrence Review |
| <input type="checkbox"/> Other | |

Applicant is: Owner Agent Purchaser Lessee Optionee

Reason for Request: To rezone the property to PUD.

Owner's Name: First Baptist Church of Leesburg, Inc.

Address: 220 N 13th St., Leesburg, FL 34748-4962

Phone: (352) 787-1005

Property Address or Vicinity: Fruitland Park, FL 34731

Size of Property: 206.11 acres

Existing Zoning: R-2, R-3A, C-2, PFD, & GB Proposed Zoning: PUD

Existing Future Land Use: PUD Proposed Future Land Use: PUD

Current Number of Structures on the Property: None

Current Utilities on the Property: Central Water Central Sewer Well Septic Tank

- Required Attachments:
- 1. Copy of recorded deed(s) for the property.
 - 2. Owner's Affidavit
 - 3. Applicant's Affidavit (if applicable)
 - 4. Copy of boundary survey or sketch plan showing existing streets, existing and proposed structures.
 - 5. Surrounding property owner's names and addresses for all property lying within two-hundred (200) feet of the property described on this application.

Has any previous application been filed within the last year in connection with this property? NO YES

If YES, describe: _____

STAFF REVIEW OF APPLICATION: _____ DATE: _____

I have reviewed this application and verify that the City of Fruitland Park has received all required attachments. If not, a written explanation has been received and attached to this application.

City Staff:  12-7-17

Title: CDD

OWNER'S AFFIDAVIT

RECEIVED JUN 06 2017

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority, personally appeared ART AYRIS

who being by me first duly sworn on oath, deposes and says: REPRESENTING AGENT FOR FIRST BAPTIST CHURCH

1) That he/she is the fee simple owner of the property legally described on page two of this application.

2) That he/she desires TO REZONE THE PROPERTY to allow FUTURE DEVELOPMENT

3) That he/she has appointed Gregory R. Crawford, P.E., Florida Engineering Group, Inc. to act as agent in his/her behalf to accomplish the above. The owner is required to complete the Applicant's affidavit of this application if no agent is appointed to act in his/her behalf.

[Signature] Affiant (Owner's signature)

Signed and sworn to (or affirmed before me on May 25, 2017

(date) by Art A. Ayris (name of affiant).

He/she is personally known to me or has produced

(type of identification) as

identification.

[Signature] (Signature of Person Taking Acknowledgment)

KAREN A. GARDINER (Name of Acknowledger Typed, Printed or Stamped)

MINISTRY ASSISTANT (Title or Rank)

(Serial Number, if any)

(NOTARY'S SEAL)

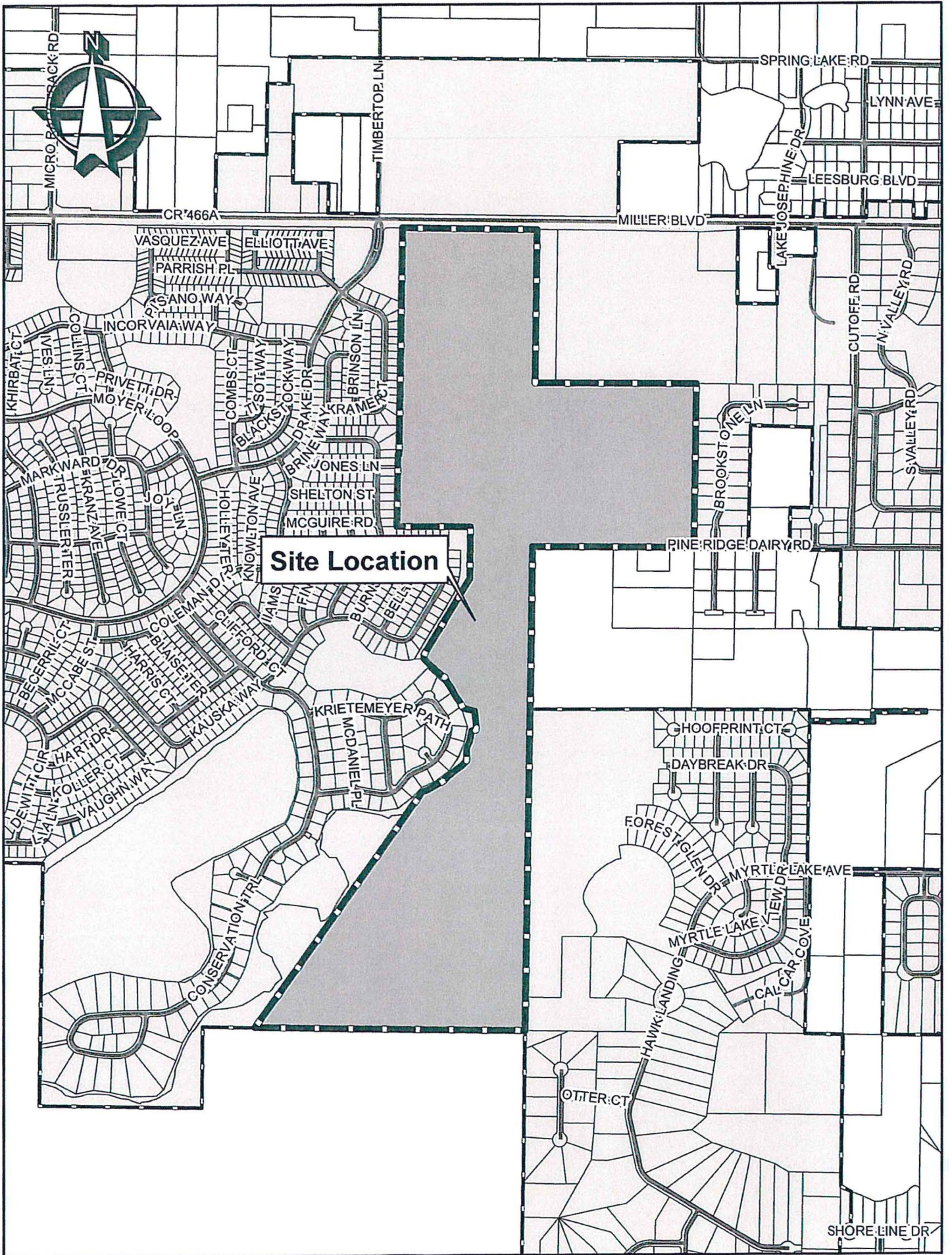


RECEIVED JUN 06 2017

ADDENDUM (June 5, 2017)
First Baptist Leesburg, Inc. PUD Submittal

1. The PUD also includes a design plan for the future construction of a cross on the church property that will not exceed 90' in height.

Art Ayris
Executive Pastor



Site Location

MICRO BACK RD

TIMBERTOP LN

SPRING LAKE RD

LYNN AVE

LEESBURG BLVD

CR 466A

MILLER BLVD

LAKE JOSEPHINE DR

VASQUEZ AVE

ELLIOTT AVE

PARRISH PL

RSANO WAY

INCORVAIA WAY

FRIVETT DR

MOYER LOOP

COMBS CT

ISOT WAY

BLACKS LOCKWAY

DRAKE DR

BRINE WAY

KRAMET CT

JONES LN

SHELTON ST

MCGUIRE RD

CUTOFF RD

N VALLEY RD

S VALLEY RD

BROOKSTONE LN

PINE RIDGE DAIRY RD

Site Location

KNOWLTON AVE

HOLLEATER

COLEMAN D

GLIFFORD CT

IAMS

FIN

BURN

BELLE

CR

KRIEEMEYER PATH

MCDANIEL PL

GHOOFPRINT CT

DAYBREAK DR

FOREST GLEN DR

MYRTLE LAKE AVE

MYRTLE LAKE

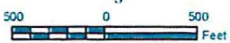
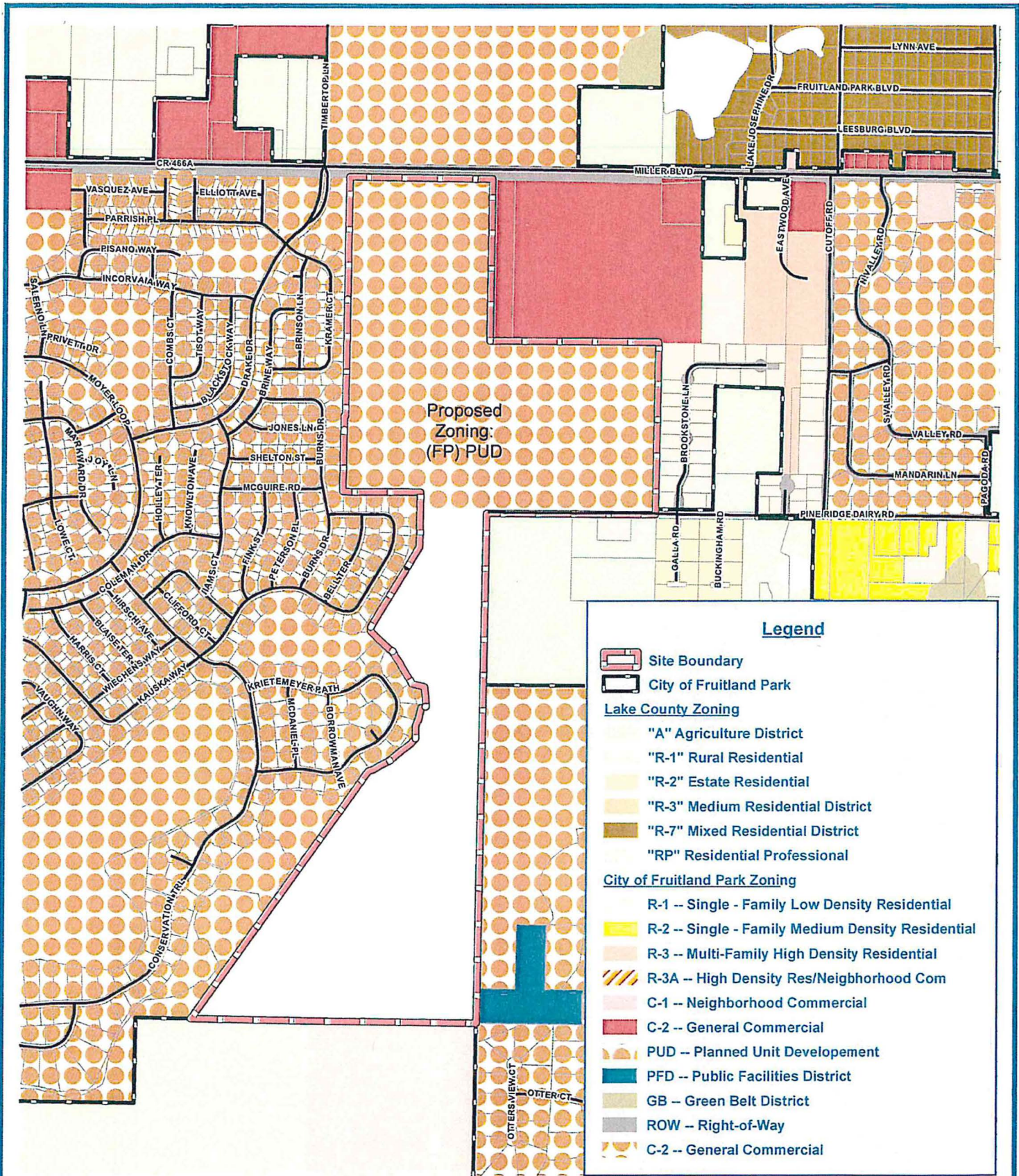
LEW DR

CAL CAR COVE

HAWK LANDING

OTTER CT

SHORE LINE DR

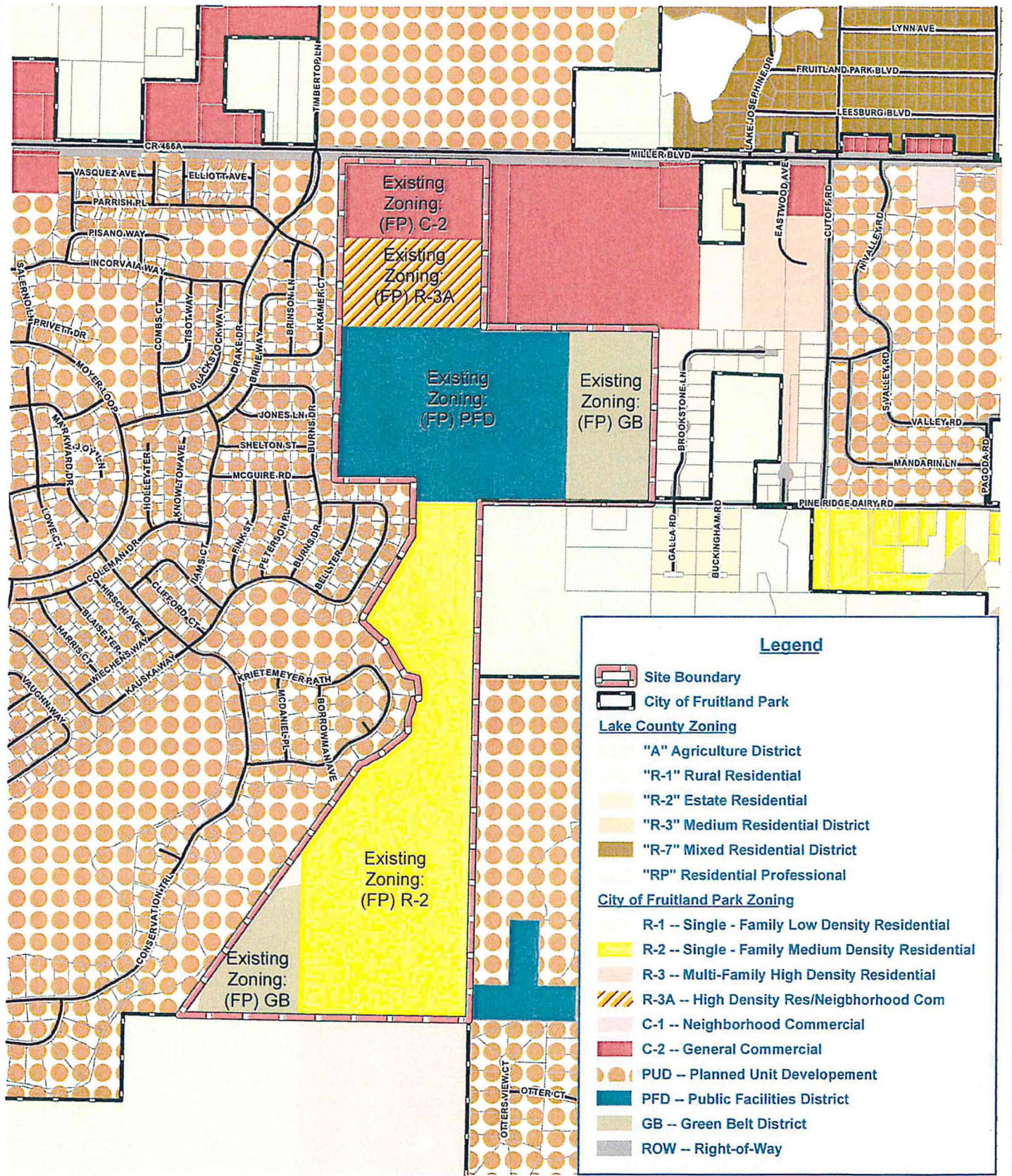


1 inch = 1,000 feet

City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Proposed Zoning

Project: 398-17-03
 File: Proposed Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson





Legend

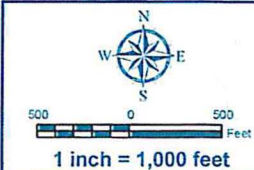
- Site Boundary
- City of Fruitland Park

Lake County Zoning

- "A" Agriculture District
- "R-1" Rural Residential
- "R-2" Estate Residential
- "R-3" Medium Residential District
- "R-7" Mixed Residential District
- "RP" Residential Professional

City of Fruitland Park Zoning

- R-1 -- Single - Family Low Density Residential
- R-2 -- Single - Family Medium Density Residential
- R-3 -- Multi-Family High Density Residential
- R-3A -- High Density Res/Neighborhood Com
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial
- PUD -- Planned Unit Development
- PFD -- Public Facilities District
- GB -- Green Belt District
- ROW -- Right-of-Way



City of Fruitland Park
First Baptist Church of Leesburg, Inc
 Lake County, Florida
 Existing Zoning

Project: 398-17-03
 File: Existing Zoning.mxd
 Name: First Baptist
 PM: Sherie Lindh
 Date: June 14, 2017
 Created By: J.Wilson

LPG Urban & Regional Planners, Inc.
 1162 Camp Avenue, Mount Dora, Florida 32717
 Office: (352) 383-1740 / Fax: (352) 383-4824

ORDINANCE 2017 - 023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.95 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 52.70 +/- ACRES OF PROPERTY FROM PUBLIC FACILITIES DISTRICT (PFD) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 85.44 +/- ACRES OF PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 17.00 +/- ACRES OF PROPERTY FROM HIGH DENSITY RESIDENTIAL/NEIGHBORHOOD COMMERCIAL (R-3A) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 33.98 +/- ACRES OF PROPERTY FROM GREENBELT DISTRICT (GB) TO MIXED USE PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by First Baptist Church of Leesburg, Inc., Owner, requesting that approximately 14.95 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from General Commercial (C-2) to Mixed Use Planned Unit Development; approximately 52.70 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from Public Facilities District (PFD) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 85.44 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from Single Family Medium Density Residential (R-2) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; approximately 17.00 acres of real property generally located south of CR 466A and west of Pine Ridge Dairy Road (the "Property") be rezoned from High Density Residential/Neighborhood Commercial (R-3A) to Mixed Use Planned Unit Development (PUD) within the city limits of Fruitland Park; and further requesting that approximately 33.98 acres of property be rezoned from Greenbelt District (GB) to Mixed Use Planned Unit Development within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published; and

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

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

Section 1. The following described property consisting of approximately 206.11 ± acres of land generally located south of CR 466A and west of Pine Ridge Dairy Road shall hereafter be designated as PUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit "A".

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

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

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2017.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT LAND LYING IN SECTIONS 5, 7 AND 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 8, RUN S89°39'50"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALSO BEING THE EASTERLY BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 27 AS RECORDED IN PLAT BOOK 66, PAGES 42 THROUGH 44, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE AND SAID EASTERLY BOUNDARY, S00°47'54"W, 350.15 FEET TO THE NORTHEAST CORNER OF VILLAGES OF FRUITLAND PARK UNIT NO. 28 AS RECORDED IN PLAT BOOK 66, PAGES 54 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27 AND ALONG THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 THE FOLLOWING COURSES: S00°47'54"W, 244.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 595.00 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE EAST LINE OF THE WEST 210.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND ALONG SAID SOUTH LINE, N89°39'50"W, 10.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, S00°47'54"W, 589.01 FEET TO THE SOUTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 28 AND A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY, SAID EAST LINE AND ALONG SAID NORTH LINE, S89°40'49"E, 611.54 FEET; THENCE DEPARTING SAID NORTH LINE AND ALONG THE FOLLOWING BOUNDARIES: VILLAGES OF FRUITLAND PARK, UNIT NO. 29, AS RECORDED IN PLAT BOOK 66, PAGE 71 THROUGH 73, INCLUSIVE, VILLAGES OF FRUITLAND PARK, UNIT NO. 31, AS RECORDED IN PLAT BOOK 66, PAGE 74 THROUGH 82, INCLUSIVE, SAID BOUNDARIES ALSO BEING THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 1806, ALL IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S00°46'30"W, 425.68 FEET; THENCE S31°15'56"W, 733.08 FEET; THENCE S00°47'54"W, 35.45 FEET; THENCE S43°54'50"E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35"E, 31.06 FEET; THENCE S27°16'42"E, 46.23 FEET; THENCE S36°00'06"E, 62.89 FEET; THENCE S26°28'20"E, 49.91 FEET; THENCE S32°28'21"E, 80.27 FEET; THENCE S29°57'55"E, 60.93 FEET; THENCE S75°47'10"E, 99.18 FEET; THENCE S07°22'59"E, 55.03 FEET; THENCE S04°58'53"E, 28.31 FEET; THENCE S03°51'23"E, 57.52 FEET; THENCE S03°23'32"W, 15.26 FEET; THENCE S75°48'45"W, 38.64 FEET; THENCE S12°05'00"W, 92.40 FEET; THENCE S24°08'42"W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W, 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE

S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET; THENCE S59°14'26"W, 52.64 FEET; THENCE S70°58'32"W, 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING THE BOUNDARIES OF SAID SUBDIVISIONS AND THE BOUNDARY OF OFFICIAL RECORDS BOOK 4415, PAGE 1806; RUN THENCE ALONG SAID SOUTH LINE, S89°06'25"E, 914.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, S89°14'24"E, 1,330.47 FEET TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, N00°42'44"E, 2,636.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N00°46'31"E, 1,343.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°40'49"E, 1,331.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N00°44'42"E, 1,343.27 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, N89°39'42"W, 1,330.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, N00°34'38"E, 1,263.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4271, PAGE 1960, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, N89°14'18"W, 1,118.09 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE OF THE WEST 210.00 FEET AND THE EASTERLY BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 27, S00°56'55"W, 1,271.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.76 ACRES, MORE OR LESS.

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2017, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and First Baptist Church of Leesburg, Inc. (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 205.76 + acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within the City of Fruitland Park and is currently zoned "General Commercial" (C-2), Public Facilities District (PFD), Single Family Medium Density Residential (R-2), High Density Residential/Neighborhood Commercial (R-3A), and Greenbelt District (GB) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."
3. Owner has filed applications for rezoning for the Property as a mixed use planned unit development.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the

✓
12-7-17

Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Florida Engineering Group, Inc., dated _____, and attached as Exhibit "B" (the "Plan"). The project shall be developed as a senior (age 55+) mixed use community. All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Duplex (Villa) dwelling units.
- c. Single family attached residential dwelling units meeting the R-3 standards.
- d. Multi-family residential dwelling units meeting the R-3 standards.
- e. Adult Congregate Living Facilities. The maximum number of beds shall not exceed 150.
- f. Nursing homes.
- g. Church/Religious Facilities.
- h. All permitted C-1 uses.
- i. Convenience Store with fuel operations.
- j. Restaurants.
- k. Banks.
- l. Athletic/Sports Facilities.
- m. Residential units shall not exceed 900 units.
- n. Passive and Active Recreation Facilities.
- o. Total Commercial Square footage shall not exceed 130,000 square feet.
- p. Total Institutional Square footage shall not exceed 240,000 square feet which includes Adult Congregate Living Facilities, Nursing homes and Church/Religious Facilities.
- q. The residential units may be converted to the Adult Congregate Living Facilities or a Nursing home based on one (1) unit equals three (3) beds; however, in no case shall the maximum number of beds be exceeded as stated in item e above.

Section 5. Residential Development Standards. Development Standards shall be as follows:

- a. The minimum living area shall be 1,000 square feet for the single family detached homes.
- b. The minimum lot size shall be 4,000 square feet for the detached single family homes.
- c. Minimum lot width for detached single-family shall be 40 feet with a minimum lot depth of 100 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway – Twenty-five feet (25')

Side: Local Roadways – Twenty feet (20')
Another Lot - Five feet (5')

Rear: Local Roadway– Twenty feet (20')
Another Lot – Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- e. Minimum lot size shall be 4,000 square feet for duplex/villa single-family homes (duplex, villas).
- f. The minimum lot width for duplex/villas shall be 40 feet with a minimum lot depth of 100 feet.
- g. Minimum Setback requirements for duplex/villa single family residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway – Twenty-five feet (25')

Side: Local Roadways – Twenty feet (20')
Another Lot - 0' feet for common walls

Rear: Local Roadway– Twenty feet (20')
Another Lot – Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5'). In those areas where the buffer width is greater than five feet (5') and is part of the lot, all accessory structures shall be located outside of the buffer area.

Minimum distance between single-family detached and single family attached structures shall be 10 feet (10') measured from building wall to building wall.

- h. Multi-family development shall meet the R-3 zoning development standards.
- i. Maximum building height shall be limited to thirty five feet (35') for single family; however, if adequate fire protection measures are provided the height limitation may be exceeded, after review by the City Fire Inspector and Building Official with final determination by Community Development Director.

- j. Maximum building height for the multi-family uses (garden apartments and condominiums) shall not exceed 5 stories (from finished grade) including parking garage provided adequate fire protection measures are provided as reviewed by the City Fire Inspector and Building Official with final determination by Community Development Director.
- k. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code for the proposed residential uses except as provided below:
 - Multi-Family Residential – 1.5 spaces per unit
 - Single Family Attached Residential – 1.5 spaces per unit
 - Assisted Living Facilities – 0.25 spaces per bed, plus 1 space per employee (largest shift)
 - Skilled Nursing - 0.25 spaces per bed, plus 1 space per employee (largest shift)

Section 7. Residential Design Standards. Design Standards shall be as follows:

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
- b. **Building Materials** - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For

example, Masonite or vinyl lap siding would not be allowed under this option.).

3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 8. Commercial and Institutional Development Standards. Development Standards shall be as follows:

a. Minimum Setback requirements for commercial shall be:

Front: CR 466A – Fifty feet (50')

Local Roadways - Twenty feet (20')

Side: Local Roadways – Twenty feet (20')

Another Lot - Ten feet (10')

A zero (0) side setback is allowed on one side provided there is a minimum ten feet setback on the opposite side and provided requirements for fire and building codes are met.

Rear: Local Roadway– Twenty feet (20')

Another Lot – Twenty feet (20')

Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').

Required landscape buffers shall supersede the minimum dimensions permitted by this Section.

- b. The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).
- c. Maximum building height shall be limited to four (4) stories (from finished grade) provided that adequate fire protection measures are provided as determined by the City Fire Inspector and Building Official.
- d. Maximum building height shall be limited to ninety-five feet (95') for accessory decorative structures such as, but not limited to, steeples or spires.
- e. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Regulations for the proposed uses except as provided below:
 - House of Worship – 1 space per three (3) seats (fixed seats) of 1 space per 30 gross square feet (without fixed seats)
 - Ancillary Uses – 3 spaces per 1000 square feet (3.0 spaces/KSF)
- f. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 466A. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.

Section 9. Commercial and Institutional Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 10. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 11. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on CR 466A and one access on Pine Ridge Dairy Road. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.
- g. At such time that traffic signals are warranted at the proposed project entrance, the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

Section 12. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 13. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 14. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Notwithstanding the foregoing, Owner shall pay water and wastewater impact fees at the rate of \$3,080.00 per ERU for wastewater (sewer) and \$985.00 per ERU for water.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 15. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 16. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five foot (25') landscape buffer along CR 466A; and a twenty-five foot (25') buffer along property boundaries abutting existing residential as shown on the Conceptual Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A fifteen foot (15') native buffer shall be provided onsite adjacent to the wetlands. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 17. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 19. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 20. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 21. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 22. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 23. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 24. Due Diligence.

The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 25. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 26. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 27. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 28. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 29. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 30. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue

	Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	First Baptist Church of Leesburg, Inc. 220 W. 13th Street Leesburg, FL 34748-4962
Copy to:	

Section 31. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 32. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 33. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 34. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

ATTEST: _____

Anita Geraci-Carver Esther B. Coulson
City Attorney City Clerk
This instrument prepared by:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

THE PLAN



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

STAFF REPORT

Project: Mesos Medical Office

Project Owner: Carrie Ross Blevins
35735 Timbertop Lane
Fruitland Park, FL 34731

Project Address: 607 CR 466A, Fruitland Park, FL 34731
Alternate Key#: 1288215

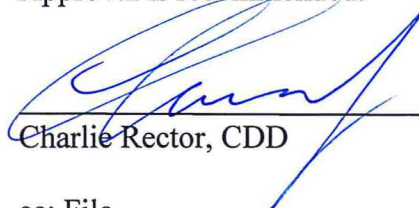
Proposed: Major Site Plan Submittal for Future Medical Office Building

Applicant is submitting a Major Site Plan application for the subject property located at 607 CR 466A, Fruitland Park, FL. The subject property was annexed into the City limits of Fruitland Park on the 10th day of March, 2016, with a current zoning of General Commercial (C-2).

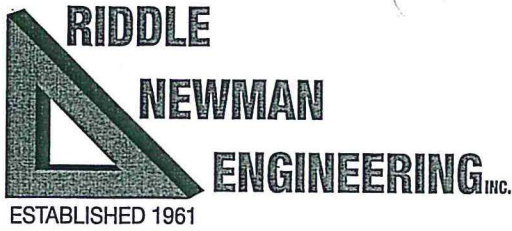
The proposed project is being requested for a medical office building consisting of 5,954 sq feet.

The subject site is to comply with the nonresidential commercial sign design criteria pursuant to Chapter 154 of the Land Development Regulations.

Approval is recommended.


Charlie Rector, CDD
Date 12-7-17

cc: File



July 13, 2017

Mr. Charlie Rector
 Community Development Director
 City of Fruitland Park
 506 W. Berckman Street
 Fruitland Park, FL 34731

Dear Charlie:

**RE: Mesos Medical Office
 Site Plan Submittal (Major)**

Civil
Engineering

 Structural
Engineering

 Land
Development

 Drinking
Water

 Wastewater

 Stormwater
Management

 Environmental
Permitting

Enclosed herewith please find the following in support of the above-referenced site plan submittal:

- Application for Site Plan Approval
- (3) Copies of the Site Plan
- (2) Copies of the Stormwater Calculations
- (2) Copies of Lift Station Calculations
- Stormwater Permit
- Property Record Card

We are prepared to submit the Application Fee as soon as you let us know how much the fee should be.

The Landscape Plan will be submitted under separate cover.

Should you have any questions, please do not hesitate to call.

Respectfully submitted,

RIDDLE - NEWMAN ENGINEERING, INC.

Keith E. Riddle, P.E.

cc: Carrie Blevins

RECEIVED JUL 13 2017

File: K16.08-02

CITY OF FRUITLAND PARK
APPLICATION FOR SITE PLAN REVIEW

1. Applicant's Name Carrie Ross Blevins
Address 35735 Timbertop Lane, Fruitland Park, FL 34731
Telephone Number (352) 233-3305

Applicant is: Owner Developer Lessee Agent Optionee

2. Owner's Name Carrie Ross Blevins
Address 35735 Timbertop Lane, Fruitland Park, FL 34731
Telephone Number (352) 233-3305

3. Contractor's Name _____
Address _____
Telephone Number _____
License Number _____

4. ~~Architect's~~ ^{Engineers} Name Riddle-Newman Engineering, Inc.
Address 115 North Canal Street, Leesburg, FL 34748
Telephone Number (352) 787-7482
Registration Number _____

5. Landscape Architect _____
Address _____
Telephone Number _____
Registration Number _____

6. The property is located in the vicinity of the following streets:
607 CR 466A - Alternate Key # 1288215

7. Area of property 35,624 Square Feet 0.82 Acres

8. Present Zoning is C-2

9. Has any Variance been granted concerning this property? Yes No If yes, list the Case Number and briefly describe the nature of the Variance.
2017-008 - Setback & Buffer Variances

RECEIVED JUL 14 2017

CITY OF FRUITLAND PARK
APPLICATION FOR SITE PLAN REVIEW

10. Briefly describe the proposed project Medical Office
- _____
- _____
11. The exact legal description of the property as shown on the Tax Receipt or the Warranty Deed, or attach a separate sheet to the application form.
- See Site Plan
- _____
- _____
12. The following information must be included on the site plan:
- a. Name of project.
 - b. Statement of intended use of site.
 - c. Legal description of the property and size of parcel in acres or square feet.
 - d. Name, address, and telephone number of the owner or owners of record.
 - e. Name, address and telephone number of the owner(s) agent.
 - f. Name, address, signature and registration of the professionals preparing the plan.
 - g. Date, north arrow and scale, number of sheets; the scale (not smaller than one inch to fifty feet) shall be designated and, where appropriate, the same scale should be used on all sheets.
 - h. Vicinity map, showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale of not less than one inch equals two thousand feet (1"=2,000').
 - i. Linear dimensions of the site.
 - j. Existing grading elevation.
 - k. Finished grading elevation.
 - l. Any existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, right-of-way and building setback lines).
 - m. Soils, indicate soil classifications on the site plan as identified by the U.S. Department of Agriculture Soil Conservation Service.
 - n. 100-year flood plain.
 - o. Wetlands and other natural features.
 - p. Engineering plans and specifications for collection and treatment of storm drainage.
 - q. Landscape plan, irrigation system plan. Include size, type and location of all landscaping, screens, wall fences and buffers.

CITY OF FRUITLAND PARK
APPLICATION FOR SITE PLAN REVIEW

Building and Structures

- a. Intended use.
- b. Number of stories.
- c. Height of building.
- d. Number of dwelling units and density for multifamily site plans.
- e. Projected number of employees.
- f. If restaurant, show number of seats and occupancy load.
- g. Square footage for proposed development—gross square footage, non-storage area, square footage for each story, gross square footage of sales area, etc.
- h. Photograph or sketch of proposed sign with dimensions and material type.

Building and Structures

- a. Engineer plans and specifications for streets, sidewalks and driveways.
- b. All parking areas designated.
- c. Number of parking spaces.
- d. Number and location of handicapped spaces.
- e. Number and designation of loading spaces.
- f. Number of square feet of paved parking and driveway area.
- g. Surface materials of driveway.
- h. Cross section of proposed street improvements.
- i. Fire lanes.
- j. Location of proposed driveway(s) and median cut(s).
- k. Internal traffic circulation plan, including directional arrows and signs to direct traffic.
- l. Location of traffic-control circulation plan, including directional arrows and signs to direct traffic flow.
- m. Designate location of sidewalks.
- n. All proposed streets and alleys.

See Chapter 160 for additional required information.

PROPERTY RECORD CARD

General Information

Owner Name:	BLEVINS LARRY & CARRIE ROSS	Alternate Key:	1288215
Mailing Address:	35735 TIMBERTOP LN FRUITLAND PARK, FL 34731 Update Mailing Address	Parcel Number:	06-19-24-000400002701
		Millage Group and City:	0001 (UNINCORPORATED)
		Total Certified Millage Rate:	15.1183
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	607 COUNTY ROAD 466A FRUITLAND PARK FL 34731 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	E 100 FT OF S 400 FT OF SW 1/4 OF NW 1/4 OF SE 1/4--LESS RD R/W-- ORB 4771 PG 1870		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE/RESIDENCE COMBO (1200)	0	0		37460	SF	\$0.00	\$71,174.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$26,358.00	
Summary			
Year Built: 1973	Total Living Area: 916	Central A/C: Yes	Attached Garage: No
Bedrooms: 2	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0
Incorrect Bedroom, Bath, or other information?			

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Wood (001)	1	916	N	0%	0%	
2	OPEN PORCH	No Wall Type	1	72	N	0%	0%	

ORDINANCE 2016-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 0.96 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND EAST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Carrie Ross, on behalf of Steven Lamons, Owner, requesting that approximately 0.96 acres of real property generally located north of CR 466A and east of Micro Racetrack Road (the "Property") be annexed to and made a part of the City of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

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

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

Section 1. The following described property consisting of approximately 0.96 acres of land generally located north of CR 466A and east of Micro Racetrack Road, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: East 100 feet of the South 400 feet of the SW ¼ of the NW ¼ of the SE ¼ in Section 6, Township 19, Range 24 East, Lake County, Florida, less the right of way for State Road No. 466A.

Parcel Alternate Key No. 1288215

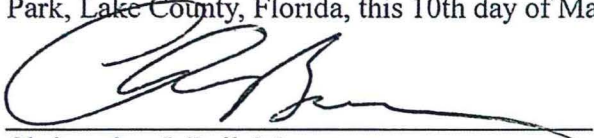
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

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

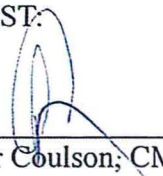
Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

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

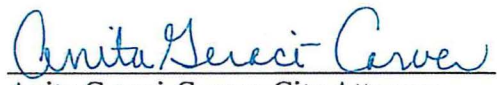
PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 10th day of March, 2016.



Christopher J. Bell, Mayor
City of Fruitland Park, Florida

ATTEST:


Esther Coulson, CMC, City Clerk

Approved as to Form:


Anita Geraci-Carver, City Attorney

Commissioner Cheshire	<u> / </u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	<u> / </u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	<u> / </u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	<u> / </u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Bell	<u> / </u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading: February 25, 2016
Passed Second Reading: March 10, 2016
(SEAL)



VILLAGE HILLS DR

CATO RANCH RD

LINMAR AVE

LINDA GLEN AVE

WALTERS PL

EMORY DR

MICRO RACETRACK RD

EDMONDSON DR LN

TIMBERTOP LN

Site Location

OLIVER LN

CR 466A

MILLER BLVD

VASQUEZ AVE

ELLIOTT AVE

PARRISH PL

KRAMER CT

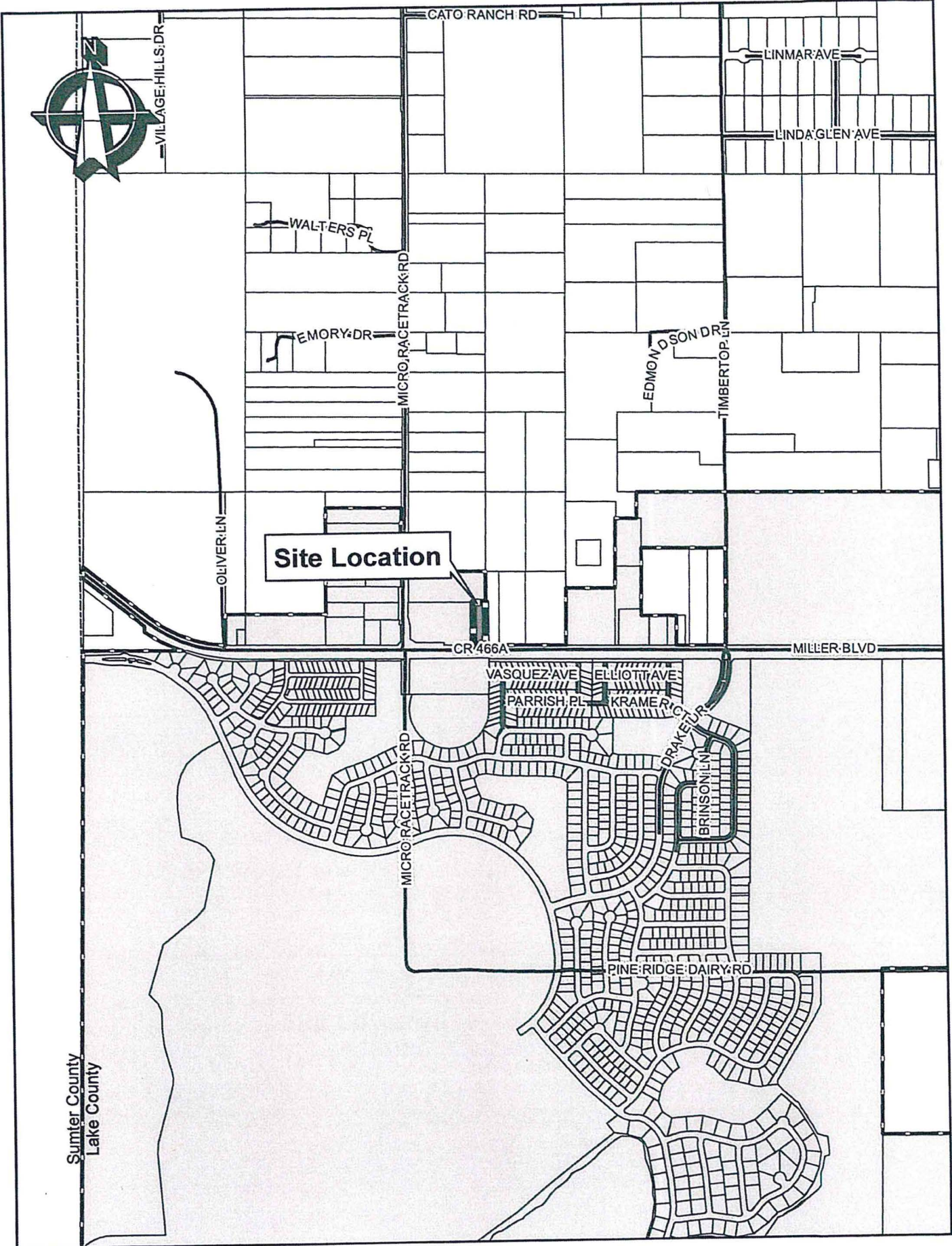
MICRO RACETRACK RD

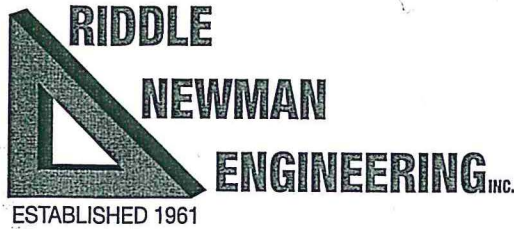
DRAKE CT

BRINSON LN

PINE RIDGE DAIRY RD

Sumter County
Lake County





RECEIVED OCT 10 2017

Civil
Engineering

Structural
Engineering

Land
Development

Drinking
Water

Wastewater

Stormwater
Management

Environmental
Permitting

October 9, 2017

Mr. Charlie Rector
Community Development Director
City of Fruitland Park
506 West Berckman Street
Fruitland Park, FL 34731

Dear Charlie:

**RE: Mesos Medical Office
Site Plan Submittal (Major)**

Enclosed herewith please find the following in support of the above-referenced site plan re-submittal:

- (3) Copies of the Site Plan Revised
- (3) Copies of the Landscape Plan Revised
- (2) Copies of the Stormwater Calculations Revised
- (2) Copies of Building Elevations

In response to the specific comments received, we offer the following:

LPG Urban & Regional Planners

1. The area of the property has been corrected. The erroneous size was removed from Sheet C2.1.
2. The setbacks and buffers have been adjusted to match the approved Variances.
3. The existing trees to be removed are indicated on the Demolition Plan, Sheet C4.2.
4. One of the surveyed trees is called out as 2-6" Oak and was only shown in the Plant Schedule as one tree. Schedule has been updated to show 5 trees.
5. Plan has been corrected for the Cherry Tree & China Berry Tree confusion.
6. The Landscape Plan buffer notes have been revised to match the approved Variances.
7. Sign location has been shown.
8. No site lighting is proposed for the site.
9. Building Elevations submitted herewith.

BESH

1. The site plan has been revised to include the landscape island in the parking lot.
2. Bicycle rack is shown.

3. The dumpster pickup for Commercial businesses is in the early morning hours prior to business hours.
4. There is an existing fire hydrant located 134 feet West of the site.
5. The plan has been revised to show grades along the bottom of the retaining wall.
6. We have shown a diversion swale along the West property line to divert off-site runoff around our site.
7. Pipe lengths and slopes have been shown on the plan and the Hydraulic Analysis has been updated.
8. Pipe slopes have been revised.
9. The design has been modified to show a 10' long weir within the retaining wall with rubble riprap on the outside of the wall.
10. Appendix "C" and "D" were updated to show recovery calculations which take the retaining wall into account.
11. Calculations have been revised to show routing of the 25 year / 96 hour storm event. No discharge in post-development condition.
12. The plan has been revised to relocate the driveway per meetings with Lake County Public Works. Driveway permit is pending.
13. Utilities no longer in the way.

Should you have any questions, please do not hesitate to call.

Respectfully submitted,

RIDDLE - NEWMAN ENGINEERING, INC.



Keith E. Riddle, P.E.

cc: Carrie Ross

Terry Ross

930 Thomas Ave. Ste. 1
Leesburg, FL 34748

RECEIVED OCT 12 2017

Phone (352) 728-6053
Fax (352) 728-2805
rossplbg1@gmail.com

To: City of Fruitland Park-Building Department

Re: Mesos Plastic Surgery Center

The exterior walls of the center will be neutral in color and the roof will be red tile.

Sincerely,



Terry Ross

COUNTY ROAD NO. 466-A

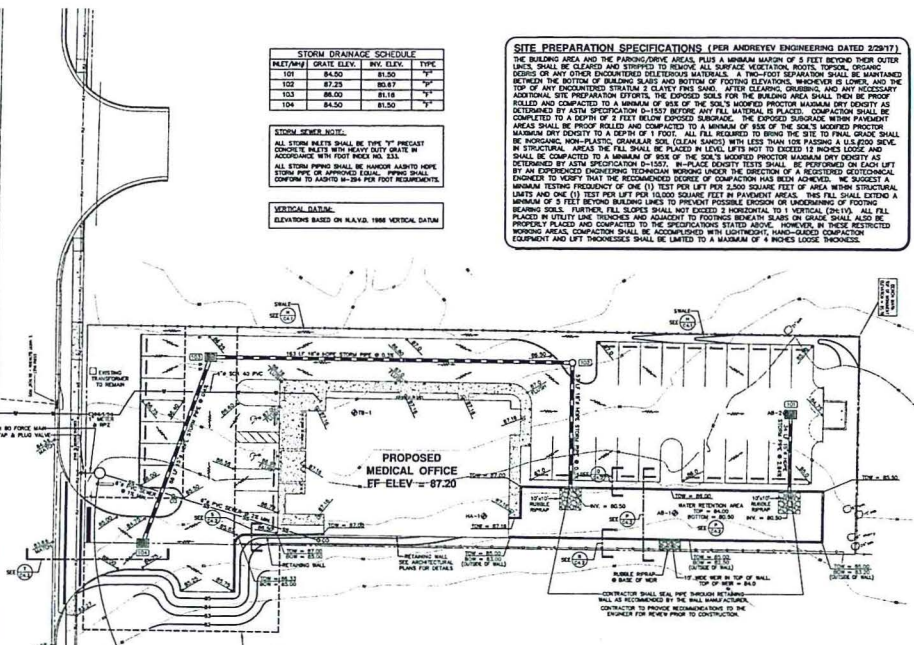
STORM DRAINAGE SCHEDULE

INLET/AMP	GRATE ELEV.	INV. ELEV.	TYPE
101	84.50	81.50	1/2"
102	81.25	80.87	3/4"
103	86.00	81.18	1/2"
104	84.50	81.50	1/2"

STORM SEWER NOTE:
 ALL STORM WELLS SHALL BE TYPE "T" PRECAST CONCRETE WELLS WITH HEAVY DUTY GRATE IN ACCORDANCE WITH FOOT NOTES NO. 121.
 ALL STORM PIPING SHALL BE MANHOLED ADJUSTED PIPE STORM PIPE OR APPROVED EQUIV. PIPING SHALL OPERATE TO ADDRESS 10-24 FOR FOOT REVISIONS.

VERTICAL CURVE:
 ELEVATIONS BASED ON N.A.S.D. 1988 VERTICAL DATUM

SITE PREPARATION SPECIFICATIONS (PER ANDREYEV ENGINEERING DATED 2/29/17)
 THE BUILDING AREA AND THE PARKING/DRIVE AREAS PLUS A MINIMUM MARGIN OF 5 FEET BEYOND THEIR OUTER LIMITS SHALL BE CLEARED AND STRIPPED TO REMOVE ALL SURFACE VEGETATION, ROOTS, TOPSOIL, ORGANIC DEBRIS OR ANY OTHER UNDESIRABLE DELETERIOUS MATERIALS. A TWO-FOOT SEPARATION SHALL BE MAINTAINED BETWEEN THE BOTTOM OF BUILDING SLABS AND BOTTOM OF FOOTING ELEVATIONS, MINIMUM 6" LOOSE AND THE ADDITIONAL SITE PREPARATION DETAILS, THE EXPOSED SOILS FOR THE BUILDING AREA SHALL THEN BE PROPELLED AND COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S UNSOFTED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM SPECIFICATION D-1557 BEFORE ANY FILL MATERIAL IS PLACED. COMPACTION SHALL BE COMPLETED TO A DEPTH OF 24 FEET BELOW EXPOSED SURFACE. THE EXPOSED SOILS WITHIN PAVEMENT AREAS SHALL BE PROPELLED AND COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S UNSOFTED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM SPECIFICATION D-1557. ALL FILL REQUIRED TO BRING THE SITE TO FINAL GRADE SHALL BE INORGANIC, NON-PLASTIC, GRANULAR SOIL (CLEAN SANDS) WITH LESS THAN 10% PASSING A U.S. #20 SIEVE. IN STRUCTURAL AREAS THE FILL SHALL BE PLACED IN LIFT'S NOT TO EXCEED 3 INCHES LOOSE AND SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S UNSOFTED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM SPECIFICATION D-1557. SOIL-PLACEMENT DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT BY AN EXPERIENCED ENGINEERING TECHNICIAN WORKING UNDER THE DIRECTION OF A REGISTERED GEOTECHNICAL ENGINEER TO VERIFY THAT THE RECOMMENDED DEGREE OF COMPACTION HAS BEEN ACHIEVED. WE SUGGEST A MINIMUM TESTING FREQUENCY OF ONE (1) TEST PER LIFT PER 1000 SQUARE FEET OF AREA WITHIN STRUCTURAL AREAS AND ONE (1) TEST PER LIFT PER 2500 SQUARE FEET OF PAVEMENT AREAS. THIS FILL SHALL EXTEND A MINIMUM OF 3 FEET BEYOND BUILDING LINES TO PREVENT POSSIBLE EROSION OR UNDERMINING OF FOOTING BEARING SOLES. FURTHER, FILL SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL (3H:1V). ALL FILL PLACED IN UTILITY LINE TRENCHES AND ADJACENT TO FOOTINGS BEHIND SLABS ON GRADE SHALL ALSO BE PROPELLED AND COMPACTED TO THE SPECIFICATIONS STATED ABOVE. HOWEVER, IN THESE RESTRICTED AREAS, COMPACTION SHALL BE ACCOMPLISHED WITH LIGHTWEIGHT HAND-HELD COMPACTION EQUIPMENT AND LIFT THICKNESSES SHALL BE LIMITED TO A MAXIMUM OF 4 INCHES LOOSE THICKNESS.



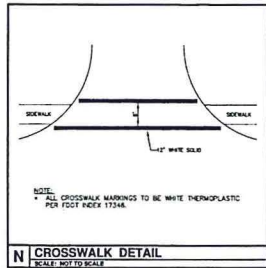
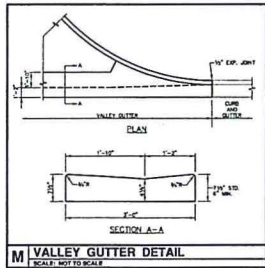
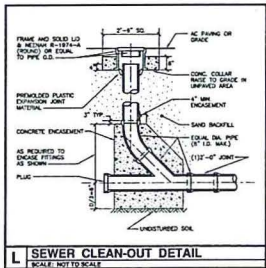
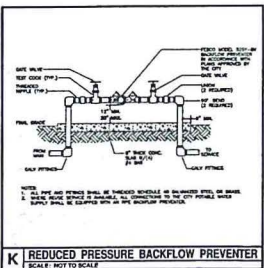
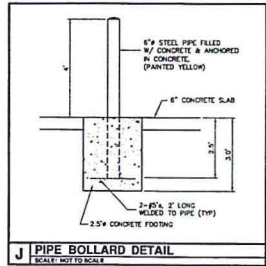
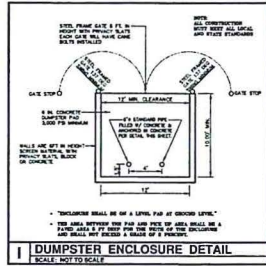
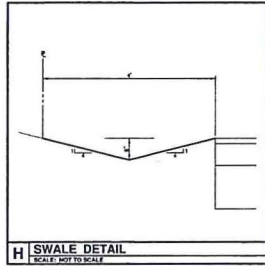
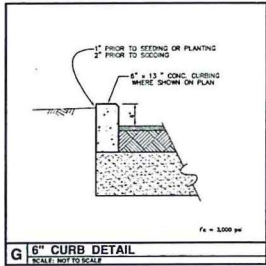
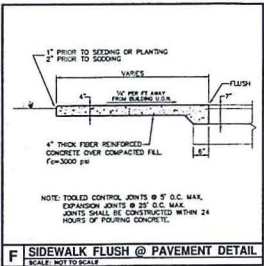
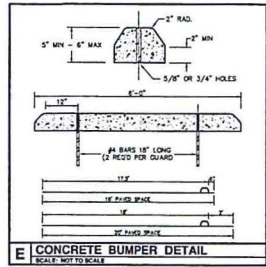
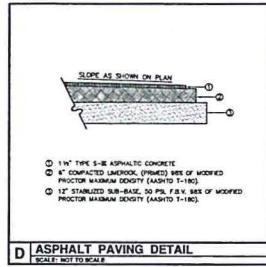
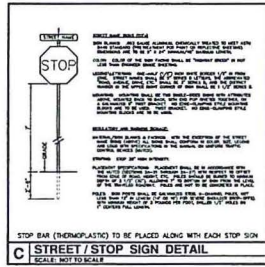
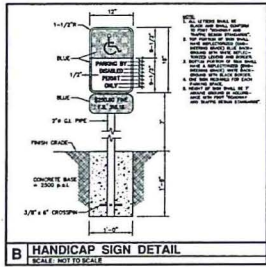
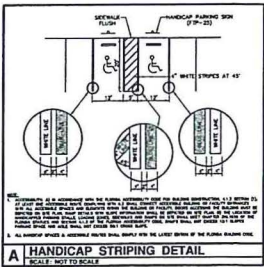
CONTRACTOR SHALL OBTAIN ROW UTILIZATION PERMIT FROM LAKE COUNTY PUBLIC WORKS PRIOR TO ANY WORK WITH THE ROW.

COORDINATE CONNECTION OF RETAINING WALL TO BUILDING FOUNDATION WITH ARCHITECT.

CONTRACTOR SHALL REVIEW AND FOLLOW RECOMMENDATIONS CONTAINED WITHIN THE SOILS REPORT BY ANDREYEV ENGINEERING, DATED 2/29/17.

GENERAL LEGEND

■ FILL CONCRETE	○ 12" DIA. MANHOLE	○ 18" DIA. MANHOLE	○ 24" DIA. MANHOLE
■ 12" DIA. MANHOLE	○ 30" DIA. MANHOLE	○ 36" DIA. MANHOLE	○ 42" DIA. MANHOLE
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■ 360" DIA. MANHOLE	○ 432" DIA. MANHOLE	○ 504" DIA. MANHOLE	○ 576" DIA. MANHOLE
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■ 20752587082923245568" DIA. MANHOLE	○ 24934179336936751104" DIA. MANHOLE	○ 29801710675923102208" DIA. MANHOLE	○ 35040341344046284288" DIA. MANHOLE
■ 41505174165846491136" DIA. MANHOLE	○ 49868358673873502208" DIA. MANHOLE	○ 59603421351846204416" DIA. MANHOLE	○ 70080682688092568448" DIA. MANHOLE
■ 83010348331692982272" DIA. MANHOLE	○ 99736717347747004416" DIA. MANHOLE	○ 119207242703692408832" DIA. MANHOLE	○ 1404013653761848176896" DIA. MANHOLE
■ 166020696663385964544" DIA. MANHOLE	○ 199473434695494008832" DIA. MANHOLE	○ 238414485387388017664" DIA. MANHOLE	○ 280802730752369635328" DIA. MANHOLE
■ 332041393326771929088" DIA. MANHOLE	○ 398946869390988017664" DIA. MANHOLE	○ 477628938774776035328" DIA. MANHOLE	○ 561605461504739270656" DIA. MANHOLE
■ 664082786653543858176" DIA. MANHOLE	○ 797893738781976035328" DIA. MANHOLE	○ 955257477563952070656" DIA. MANHOLE	○ 1127210935007512141312" DIA. MANHOLE
■ 1328165773307087716352" DIA. MANHOLE	○ 1595787477563952070656" DIA. MANHOLE	○ 1910514955127904141312" DIA. MANHOLE	○ 2236021870015024282624" DIA. MANHOLE
■ 2656331546614175432704" DIA. MANHOLE	○ 3191574955127904141312" DIA. MANHOLE	○ 3822049910255808285248" DIA. MANHOLE	○ 4496043740030048570448" DIA. MANHOLE
■ 5312663093228350865408" DIA. MANHOLE	○ 6383149910255808285248" DIA. MANHOLE	○ 7644089820511616570496" DIA. MANHOLE	○ 9008175640100197140992" DIA. MANHOLE
■ 10625326186456701730816" DIA. MANHOLE	○ 12766299820511616570496" DIA. MANHOLE	○ 15288579640100197140992" DIA. MANHOLE	○ 17977151280200394281984" DIA. MANHOLE
■ 21250652372913403461632" DIA. MANHOLE	○ 25532599640100197140992" DIA. MANHOLE	○ 30577151280200394281984" DIA. MANHOLE	○ 35954302560400788563968" DIA. MANHOLE
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■ 6800208759332289109244224" DIA. MANHOLE	○ 817043188483206310911744" DIA. MANHOLE	○ 976737640966412621823488" DIA. MANHOLE	○ 1148737681932825243646976" DIA. MANHOLE
■ 13600417518664578184888448" DIA. MANHOLE	○ 1634086376966412621823488" DIA. MANHOLE	○ 1953475281932825243646976" DIA. MANHOLE	○ 2307475363865650487293792" DIA. MANHOLE
■ 27200835037329153769776976" DIA. MANHOLE	○ 3268172753932825243646976" DIA. MANHOLE	○ 3906950563865650487293792" DIA. MANHOLE	○ 4593900727731300974587584" DIA. MANHOLE
■ 54401670074658307539553952" DIA. MANHOLE	○ 6536345507865650487293792" DIA. MANHOLE	○ 7813801155662700974587584" DIA. MANHOLE	○ 9247601455725401949175168" DIA. MANHOLE
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■ 69634137695562633668545664656" DIA. MANHOLE	○ 836652225006425650908820448" DIA. MANHOLE	○ 1006053158585805050908820448" DIA. MANHOLE	○ 118736631717161010181764096" DIA. MANHOLE
■ 139268275391125267371091313112" DIA. MANHOLE	○ 1673304450012850908820448" DIA. MANHOLE	○ 201210631717161010181764096" DIA. MANHOLE	○ 236421263434322020363528192" DIA. MANHOLE
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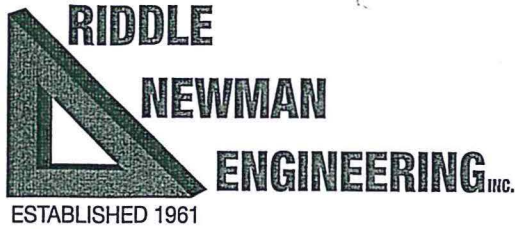
RIDDLE NEWMAN ENGINEERING, INC.

RIDDLE - NEWMAN ENGINEERING, INC.
12000 W. UNIVERSITY BLVD., SUITE 200
LEESBURG, FLORIDA 33448
TEL: (813) 791-2122
FAX: (813) 791-2122
WWW: WWW.RNENR.COM

MESOS MEDICAL OFFICE

FRUITLAND PARK
FLORIDA

C4.1



November 13, 2017

RECEIVED NOV 14 2017

Mr. Charlie Rector
 Community Development Director
 City of Fruitland Park
 506 West Berckman Street
 Fruitland Park, FL 34731

Dear Charlie:

*RE: Mesos Medical Office
 Site Plan Re-Submittal (Major)*

Enclosed herewith please find the following in support of the above-referenced site plan re-submittal:

- (3) Copies of the Site Plan Revised
- (2) Copies of the Hydraulic Pipe Analysis Output

In response to the specific comments received, we offer the following:

Fire Review

1. We have revised the plans to show a fire hydrant at the driveway entrance to this project.

BESH

1. Charlie Rector has been consulted about the location of the dumpster.
2. We have revised the plans to show a fire hydrant at the driveway entrance to this project.
3. We have revised Hydraulic Calculations to correct the pipe sizes and lengths and submitted the computer output herewith.

Should you have any questions, please do not hesitate to call.

Respectfully submitted,

RIDDLE - NEWMAN ENGINEERING, INC.

Keith E. Riddle, P.E.

cc: Carrie Ross

File: K16.08-04

Civil
Engineering

Structural
Engineering

Land
Development

Drinking
Water

Wastewater

Stormwater
Management

Environmental
Permitting

CITY OF FRUITLAND PARK
PLANNING AND ZONING APPLICATION

Application: _____

Date: REVISED 11-30-17

Applicant Name: TERRY ROSS

- Application Type:
- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Subdivision Approval |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Variance |
| <input checked="" type="checkbox"/> Special Exception Use | <input type="checkbox"/> Road/Lot Vacation |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Development Order |
| <input type="checkbox"/> Clearing Permit | <input type="checkbox"/> Concurrency Review |
| <input type="checkbox"/> Other | |

Address: 911 Hawk Landing

FRUITLAND PARK, FL 34731

Phone: (352) 728-6053

Applicant is: Owner Agent Purchaser Lessee Optionee

Reason for Request: To Allow construction of Duplex's on all (7) Building Lots
and a variance allowing 20 FT setback on Sunset Way

Owner's Name: TERRY & RACHEL ROSS, LARRY & CARRIE BLEWINS

Address: 911 Hawk Landing, Fruitland Park

Phone: (352) 728-6053

Property Address or Vicinity: Lots 13, 14, 15, 16, 17, 18 & 19 Block B, 1st ADDITION

Size of Property: to Dream Lake, according to Plat Book 3, Page 13

Existing Zoning: → should R-2 Proposed Zoning: R-2 special exception

Existing Future Land Use: _____ Proposed Future Land Use: _____

Current Number of Structures on the Property: 2

Current Utilities on the Property: Central Water Central Sewer Well Septic Tank

- Required Attachments:
- 1. Copy of recorded deed(s) for the property.
 - 2. Owner's Affidavit
 - 3. Applicant's Affidavit (if applicable)
 - 4. Copy of boundary survey or sketch plan showing existing streets, existing and proposed structures.
 - 5. Surrounding property owner's names and addresses for all property lying within two-hundred (200) feet of the property described on this application.

Has any previous application been filed within the last year in connection with this property? NO YES
If YES, describe: _____

STAFF REVIEW OF APPLICATION: _____ DATE: 12-7-17

I have reviewed this application and verify that the City of Fruitland Park has received all required attachments.
If not, a written explanation has been received and attached to this application.

City Staff: [Signature]

Title: CDD

Terry Ross

930 Thomas Ave. Ste.1
Leesburg, FL 34748

Phone (352) 728-6053
Fax (352) 728-2805
rossplbg1@gmail.com

Reason for request:


Item 1. Special Exception Use to allow for the construction of duplex's on all of the building lots along Forest St. and Pennsylvania Ave. in Fruitland Park controlled by Ross Family. The Special Exception Use will grant all duplex rights to these lots.

Lots 13, 14, 15, 16, 17, 18, and 19 block B, 1st addition to Dream Lake according to Plat Book 3, page 13.

Currently 2 buildings are under construction and in the final stages nearing certificate of occupancy (C/O). Under construction is 508 Pennsylvania Ave. (Lot 19) and 510 Pennsylvania Ave. (Lot 19).

Item 2. Property owners (Ross Family) will give to the City of Fruitland Park the north 10 foot along Sunset Way to make available for future road improvements to Sunset Way. In return the City will give to the Ross family acknowledgement of their donation and value of \$12,500.00. The City will grant a variance on rear setback requirements of 10 feet. City will pay for and order new survey of north property line (Sunset Way).

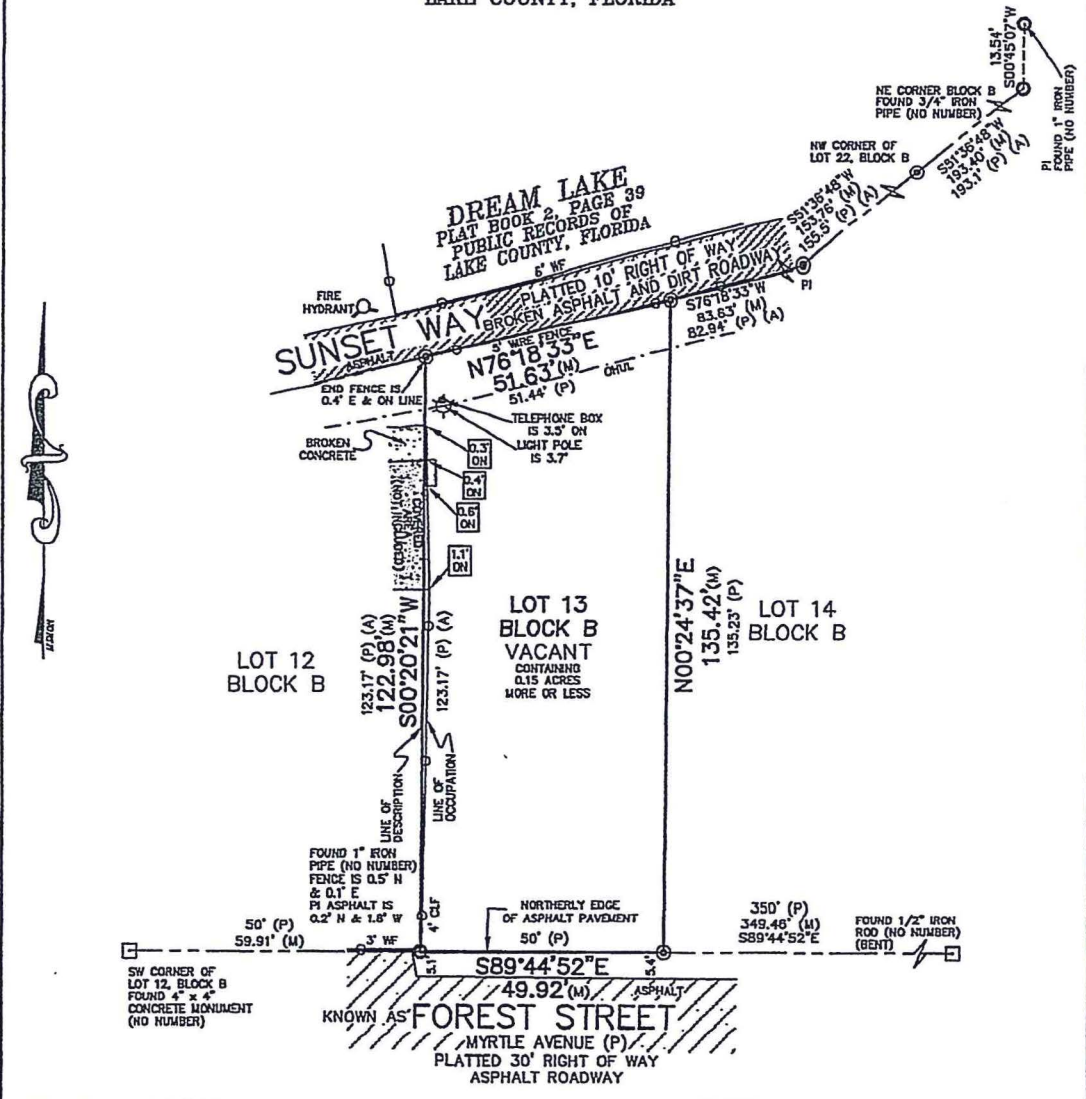
If for whatever reason, the City of Fruitland Park fails to grant the Special Exception Use or Variance requested, this application along with land donation will be withdrawn from consideration.



PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 13, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA



CERTIFIED TO: JG PROPERTIES, INC. PEOPLES FIRST COMMUNITY BANK BROKERS TITLE OF LEESBURG, LLC COMMONWEALTH LAND TITLE INSURANCE	LEGEND: (S) DENOTES SET 1/2" IRON ROD AND CAP LB #4887 (UNLESS NOTED) (F) DENOTES FOUND MONUMENT AS DESCRIBED HEREIN (C) DENOTES FOUND MONUMENT AS DESCRIBED HEREIN (A) DENOTES APPARENT (CALC) DENOTES CALCULATED (M) DENOTES MEASURED (P) DENOTES PLAY (NF) DENOTES NOT FIXED (UG) DENOTES UNDER GROUND (TYP) DENOTES TYPICAL (SHOWN) DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY (WF) DENOTES WOOD FENCE (CLF) DENOTES CHAIN LINK FENCE C&B DENOTES CONCRETE BLOCK WALL A/C DENOTES AIR CONDITIONER OHUL DENOTES OVERHEAD UTILITY LINE ON DENOTES ON SUBJECT PROPERTY OFF DENOTES OFF SUBJECT PROPERTY CWA DENOTES CORNER NOT ACCESSIBLE BSL DENOTES BUILDING SETBACK LINE PRM DENOTES PERMANENT REFERENCE MONUMENT PCP DENOTES PERMANENT CONTROL POINT PI DENOTES POINT OF INTERSECTION PC DENOTES POINT OF CURVATURE PRC DENOTES POINT OF REVERSE CURVATURE L DENOTES ARC LENGTH R DENOTES RADIUS DA DENOTES DELTA ANGLE C.B. DENOTES CHORD BEARING --- DENOTES RIGHT OF WAY LINE - - - DENOTES CENTERLINE - · - · - DENOTES OVERHEAD UTILITY LINE	[Symbol] DENOTES CONCRETE [Symbol] DENOTES BRICK [Symbol] DENOTES UTILITY POLE [Symbol] GUY ANCHOR [Symbol] LIGHT POST
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AZIMUTH SURVEYING AND MAPPING, INC.
 91 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/7/2006 REVISED:

SCALE: 1" = 30 FEET

APPROVED BY: TAD

JOB NO. AZI05622

DRAWN BY: RAB

FOR INFORMATIONAL PURPOSES ONLY

0° = 360°

CERTIFICATE OF SURVEYING AND MAPPING INC. AUTHORIZATION NUMBER 6987

270° 180°

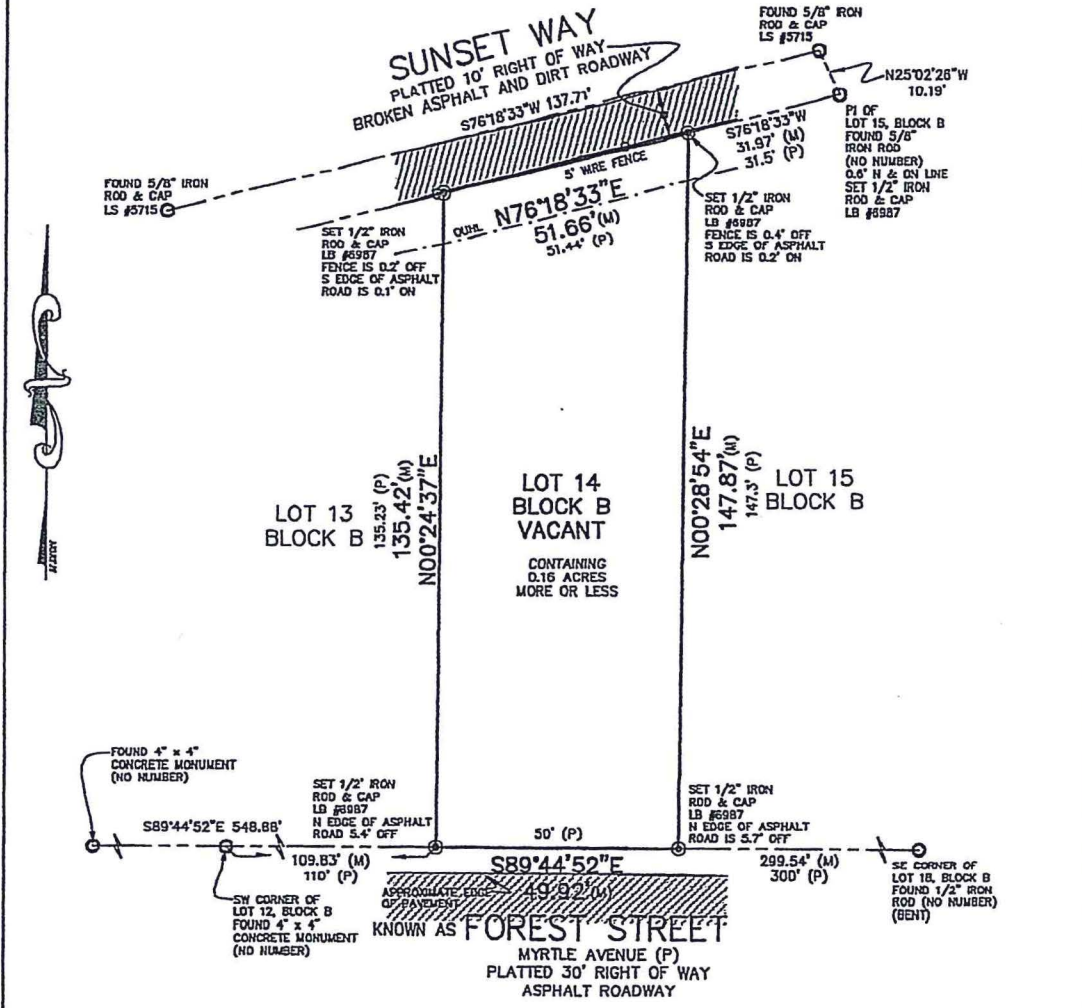
DIRECTION TO YOUR SURVEYING AND MAPPING NEEDS

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET BEING S89°44'52"E, AN ASSUMED DATUM.
 - I HAVE EXAMINED THE F.I.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002, AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
 - THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 - NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
 - THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.

PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 14, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

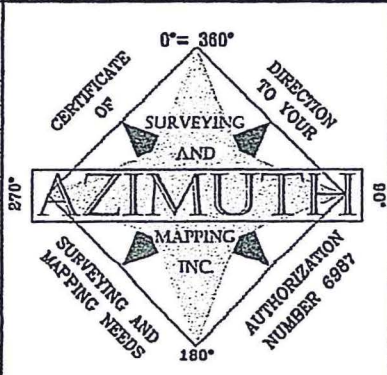


CERTIFIED TO:
 JG PROPERTIES, INC.
 PEOPLES FIRST COMMUNITY BANK
 BROKERS TITLE OF LEESBURG, LLC
 COMMONWEALTH LAND TITLE INSURANCE

LEGEND:
 (S) DENOTES SET 1/2" IRON ROD AND CAP LB #8987 (UNLESS NOTED)
 (F) DENOTES FOUND MONUMENT AS DESCRIBED HEREON
 (C) DENOTES FOUND MONUMENT AS DESCRIBED HEREON
 (A) DENOTES APPARENT
 (CAL) DENOTES CALCULATED
 (PER) DENOTES PER DESCRIPTION
 (MEAS) DENOTES MEASURED
 (PLAT) DENOTES PLAT
 (NOT) DENOTES NOT FIXED
 (UG) DENOTES UNDER GROUND
 (TYP) DENOTES TYPICAL
 (SPFO) DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY
 WF DENOTES WOOD FENCE
 CLF DENOTES CHAIN LINK FENCE
 CBW DENOTES CONCRETE BLOCK WALL
 CTV DENOTES CABLE TELEVISION
 A/C DENOTES AIR CONDITIONER
 OHUL DENOTES OVERHEAD UTILITY LINE
 ON DENOTES ON SUBJECT PROPERTY
 OFF DENOTES OFF SUBJECT PROPERTY
 CNA DENOTES CORNER NOT ACCESSIBLE
 BSL DENOTES BUILDING SETBACK LINE
 PRM DENOTES PERMANENT REFERENCE MONUMENT
 PCP DENOTES PERMANENT CONTROL POINT
 PI DENOTES POINT OF INTERSECTION
 PC DENOTES POINT OF CURVATURE
 PRC DENOTES POINT OF REVERSE CURVATURE
 L DENOTES ARC LENGTH
 R DENOTES RADIUS
 DA DENOTES DELTA ANGLE
 C.B. DENOTES CHORD BEARING
 --- DENOTES RIGHT OF WAY LINE
 - - - DENOTES CENTERLINE
 - - - DENOTES OVERHEAD UTILITY LINE

DENOTES CONCRETE
 DENOTES BRICK
 UTILITY POLE
 GUY ANCHOR
 LIGHT POST

AZIMUTH SURVEYING AND MAPPING, INC.
 91 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34787
 (FIELD DATE:) 8/7/2006 REVISED:
 SCALE: 1" = 30 FEET
 APPROVED BY: TAD
 JOB NO. AZ105521
 DRAWN BY: RO



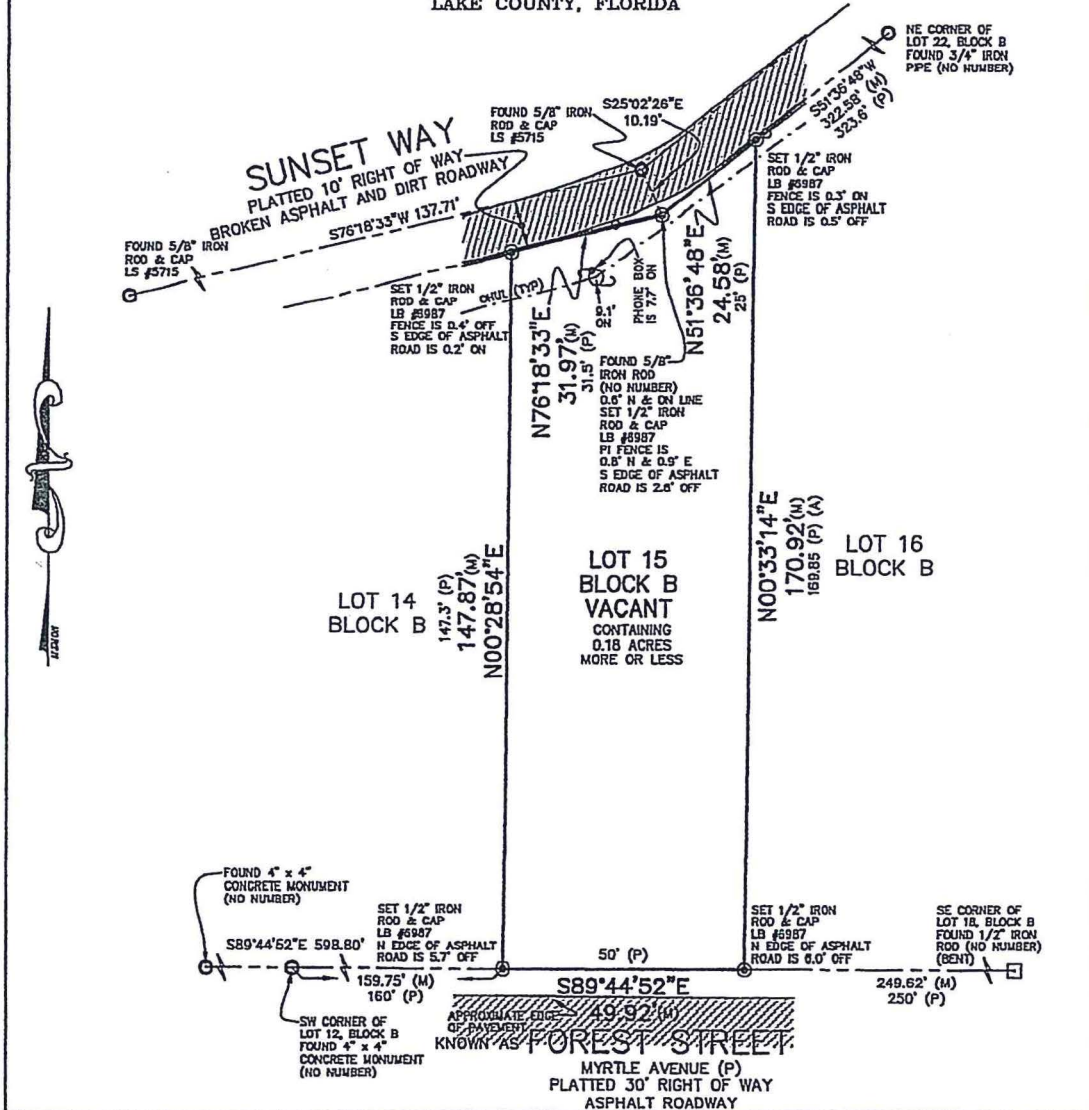
NOTES:
 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET BEING S89°44'52"E, AN ASSUMED DATUM.
 2. I HAVE EXAMINED THE F.I.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
 3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 5. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
 6. THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.

FOR INFORMATIONAL PURPOSES ONLY

PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 15, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA



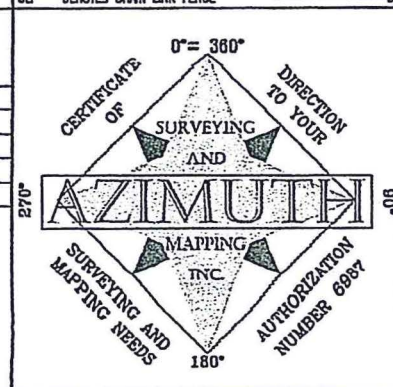
CERTIFIED TO:
JG PROPERTIES, INC.
PEOPLES FIRST COMMUNITY BANK
BROKERS TITLE OF LEESBURG, LLC
COMMONWEALTH LAND TITLE INSURANCE

LEGEND:	
⊙	DENOTES SET 1/2" IRON ROD AND CAP LB #6687 (UNLESS NOTED)
□	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
○	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
(C)	DENOTES CALCULATED
(D)	DENOTES PER DESCRIPTION
(M)	DENOTES MEASURED
(P)	DENOTES PLAT
(NF)	DENOTES NOT FIXED
(UG)	DENOTES UNDER GROUND
(TYP)	DENOTES TYPICAL
(SRPO)	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY
WF	DENOTES WOOD FENCE
CLF	DENOTES CHAIN LINK FENCE
CSW	DENOTES CONCRETE BLOCK WALL
CAV	DENOTES CABLE TELEVISION
A/C	DENOTES AIR CONDITIONER
OH	DENOTES OVERHEAD UTILITY LINE
OH	DENOTES OH SUBJECT PROPERTY
OFF	DENOTES OFF SUBJECT PROPERTY
CNA	DENOTES CORNER NOT ACCESSIBLE
BSL	DENOTES BUILDING SETBACK LINE
PRM	DENOTES PERMANENT REFERENCE MONUMENT
PCP	DENOTES PERMANENT CONTROL POINT
PI	DENOTES POINT OF INTERSECTION
PC	DENOTES POINT OF CURVATURE
PRC	DENOTES POINT OF REVERSE CURVATURE
L	DENOTES ARC LENGTH
R	DENOTES RADIUS
DA	DENOTES DELTA ANGLE
C.B.	DENOTES CHORD BEARING
---	DENOTES RIGHT OF WAY LINE
---	DENOTES CENTERLINE
---	DENOTES OVERHEAD UTILITY LINE
[Pattern]	DENOTES CONCRETE
[Pattern]	DENOTES BRICK
[Symbol]	UTILITY POLE
[Symbol]	GUY ANCHOR
[Symbol]	LIGHT POST

AZIMUTH SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE A
WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/7/2006 REVISED:
SCALE: 1" = 30 FEET
APPROVED BY: TAD
JOB NO. AZI05620
DRAWN BY: RD

FOR INFORMATIONAL PURPOSES ONLY



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET BEING S89°44'52"E, ASSUMED DATUM.
2. I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
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PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 16, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA



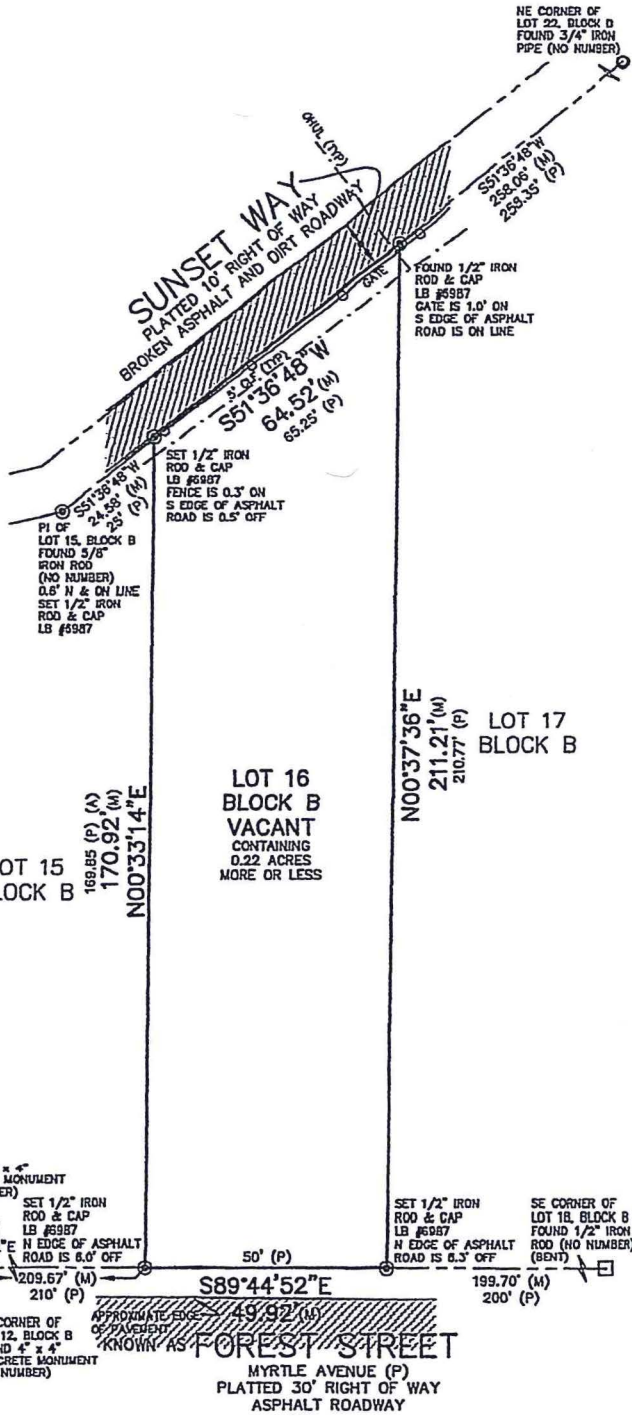
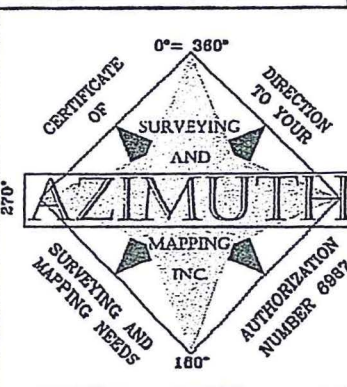
CERTIFIED TO:
 JG PROPERTIES, INC.
 PEOPLES FIRST COMMUNITY BANK
 BROKERS TITLE OF LEESBURG, LLC
 COMMONWEALTH LAND TITLE INSURANCE

AZIMUTH
 SURVEYING AND MAPPING, INC.
 91 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/7/2006 REVISED:
 SCALE: 1" = 30 FEET
 APPROVED BY: TAD
 JOB NO. AZI05619
 DRAWN BY: RD

FOR INFORMATIONAL PURPOSES ONLY

- NOTES:**
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 - I HAVE EXAMINED THE F.I.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
 - THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
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LEGEND:

⊙	DENOTES SET 1/2" IRON ROD AND CAP LB #5987 (UNLESS NOTED)	CBW	DENOTES CONCRETE BLOCK WALL	⊕	DENOTES CONCRETE
⊙	DENOTES FOUND MONUMENT AS DESCRIBED HEREON	A/C	DENOTES AIR CONDITIONER	—	DENOTES OVERHEAD UTILITY LINE
⊙	DENOTES FOUND MONUMENT AS DESCRIBED HEREON	OH	DENOTES OVERHEAD UTILITY LINE ON SUBJECT PROPERTY	OFF	DENOTES OFF SUBJECT PROPERTY
⊙	DENOTES APPARENT	CNA	DENOTES CORNER NOT ACCESSIBLE	PC	DENOTES POINT OF CURVATURE
⊙	DENOTES CALCULATED	PRM	DENOTES PERMANENT REFERENCE MONUMENT	PRC	DENOTES POINT OF REVERSE CURVATURE
⊙	DENOTES FIELD DESCRIPTION	PCP	DENOTES PERMANENT CONTROL POINT	L	DENOTES ARC LENGTH
⊙	DENOTES MEASURED	PI	DENOTES POINT OF INTERSECTION	R	DENOTES RADIUS
⊙	DENOTES PLAT	PC	DENOTES POINT OF CURVATURE	DA	DENOTES DELTA ANGLE
⊙	DENOTES NOT FIXED	PCB	DENOTES POINT OF REVERSE CURVATURE	C.B.	DENOTES CHORD BEARING
⊙	DENOTES UNDER GROUND	—	DENOTES RIGHT OF WAY LINE	—	DENOTES BENT
⊙	DENOTES TYPICAL	—	DENOTES CENTERLINE	—	DENOTES OVERHEAD UTILITY LINE
⊙	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY	—	DENOTES CHAIN LINK FENCE	—	—

PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)
 LOT 17, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE
 PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE
 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

CERTIFIED TO:

JG PROPERTIES, INC.
 PEOPLES FIRST COMMUNITY BANK
 BROKERS TITLE OF LEESBURG, LLC
 COMMONWEALTH LAND TITLE INSURANCE

LEGEND:

	DENOTES SET NAIL & DISK IN 1000' (UNLESS NOTED)		DENOTES LOW/WEST AREA
	DENOTES IRON MONUMENT AS DESCRIBED HEREON		DENOTES UTILITY POLE
	DENOTES STONE MONUMENT AS DESCRIBED HEREON		DENOTES LIGHT POLE
	DENOTES APPARENT		DENOTES CABLE TELEVISION
	DENOTES CALCULATED		DENOTES AIR CONDITIONER
	DENOTES PER DESCRIPTION		DENOTES OVERHEAD UTILITY LINE
	DENOTES MEASURED		DENOTES ON SUBJECT PROPERTY
	DENOTES NOT TRACED		DENOTES OFF SUBJECT PROPERTY
	DENOTES UNDER GROUND		DENOTES CORNER NOT ACCESSIBLE
	DENOTES TYPICAL		DENOTES BUILDING SCAFFOLDING LINE
	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY		DENOTES PERMANENT REFERENCE MONUMENT
	DENOTES WOOD FENCE		DENOTES POINT OF INTERSECTION
	DENOTES CHAIN LINK FENCE		DENOTES POINT OF CURVATURE
	DENOTES CONCRETE BLOCK WALL		DENOTES POINT OF REVERSE CURVATURE
	DENOTES CONCRETE		DENOTES POINT OF BEGINNING
	DENOTES BRICK		DENOTES RADIUS
			DENOTES CHORD BEARING
			DENOTES CHORD DISTANCE
			DENOTES TANGENT BEARING
			DENOTES TANGENT
			DENOTES ARC LENGTH
			DENOTES DELTA ANGLE
			DENOTES RIGHT OF WAY LINE
			DENOTES CENTERLINE
			DENOTES OVERHEAD UTILITY LINE

AZIMUTH SURVEYING AND MAPPING, INC.

61 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34787

(FIELD DATE): 08/07/2008 REVISED:

SCALE: 1" = 30 FEET

APPROVED BY: TAD

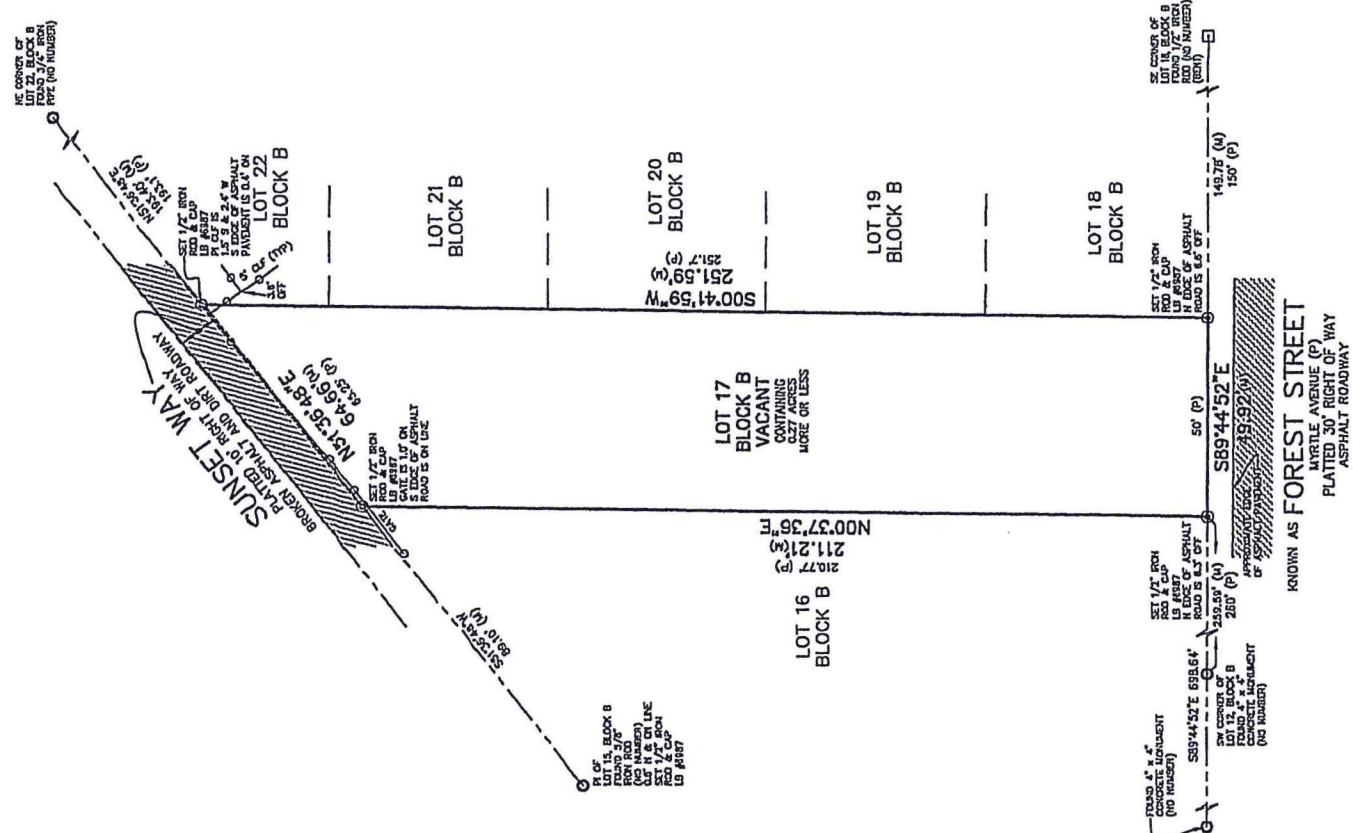
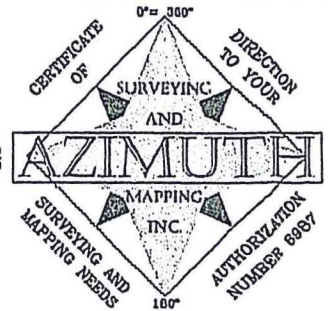
JOB NO. A205818

DRAWN BY: RO

FOR INFORMATIONAL PURPOSES ONLY

NOTES:

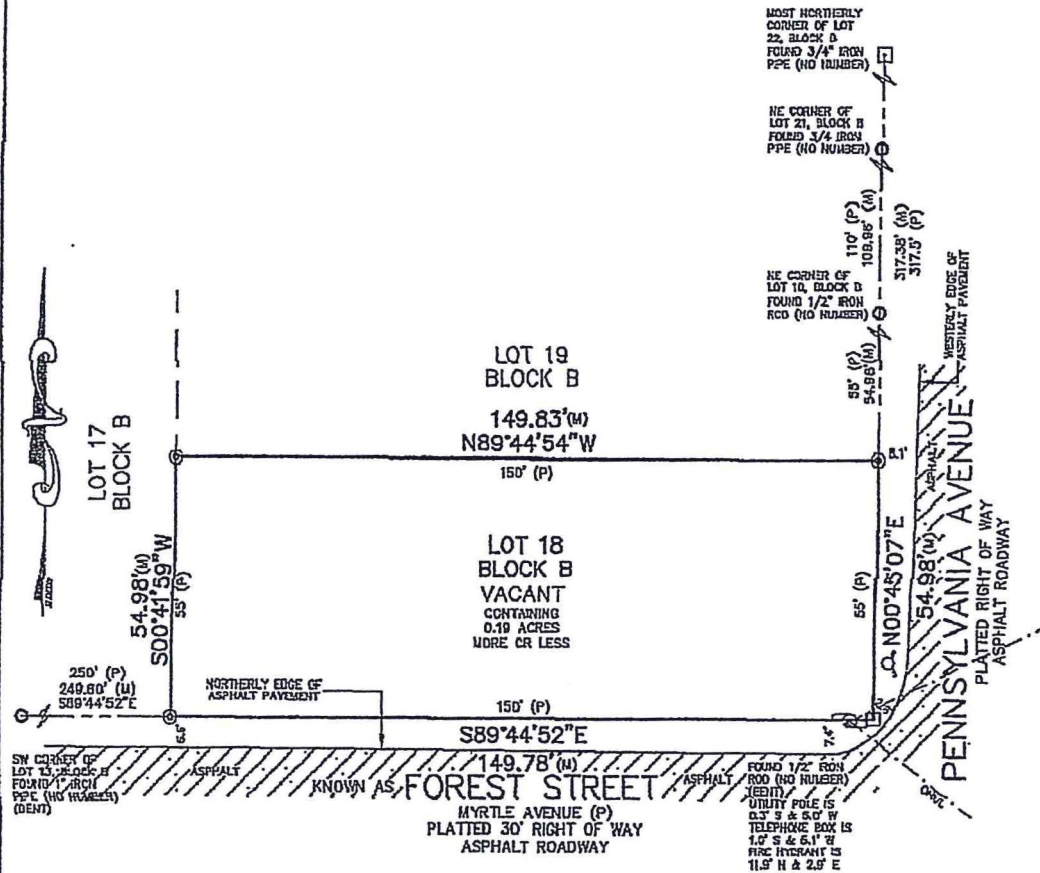
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET DENO 589°44'52"E, ASSUMED DATUM.
2. I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
6. THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.



PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 18, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA



CERTIFIED TO:
 JG PROPERTIES, INC.
 PEOPLES FIRST COMMUNITY BANK
 BROKERS TITLE OF LEESBURG, LLC
 COMMONWEALTH LAND TITLE INSURANCE

LEGEND:	
⊙	DENOTES SET 1/2" IRON ROD AND CAP LD #887 (UNLESS NOTED)
⊠	DENOTES FOUND MONUMENT AS DESCRIBED HEREIN
⊙	DENOTES FOUND MONUMENT AS DESCRIBED HEREIN
(A)	DENOTES APPARENT
(C)	DENOTES CALCULATED
(D)	DENOTES PER DESCRIPTION
(M)	DENOTES MEASURED
(P)	DENOTES PLAT
(S)	DENOTES NOT FIXED
(U)	DENOTES UNDER GROUND
(T)	DENOTES TYPICAL
(S/P)	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY
WF	DENOTES WOOD FENCE
CLF	DENOTES CHAIN LINK FENCE
CBW	DENOTES CONCRETE BLOCK WALL
CAV	DENOTES CABLE TELEVISION
A/C	DENOTES AIR CONDITIONER
OHUL	DENOTES OVERHEAD UTILITY LINE
ON	DENOTES ON SUBJECT PROPERTY
OFF	DENOTES OFF SUBJECT PROPERTY
CWA	DENOTES CURBWAY NOT ACCESSIBLE
BSL	DENOTES BUILDING SETBACK LINE
PSM	DENOTES PERMANENT REFERENCE MONUMENT
PCP	DENOTES PERMANENT CONTROL POINT
PI	DENOTES POINT OF INTERSECTION
PO	DENOTES POINT OF CURVATURE
PRC	DENOTES POINT OF REVERSE CURVATURE
L	DENOTES ARC LENGTH
R	DENOTES RADIUS
DA	DENOTES DELTA ANGLE
CHL	DENOTES CHORD BEARING
---	DENOTES RIGHT OF WAY LINE
---	DENOTES CENTERLINE
---	DENOTES OVERHEAD UTILITY LINE
⊙	UTILITY POLE
⊙	CURT ANCHOR
⊙	MARK POST
⊠	DENOTES CONCRETE
⊠	DENOTES BRICK

AZIMUTH SURVEYING AND MAPPING, INC.
 91 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34767

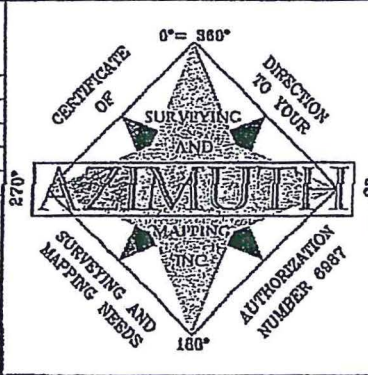
(FIELD DATE) 8/7/2008 REVISED:

SCALE: 1" = 30 FEET

APPROVED BY: TAD

JOB NO. AZI059617

DRAWN BY: RAB



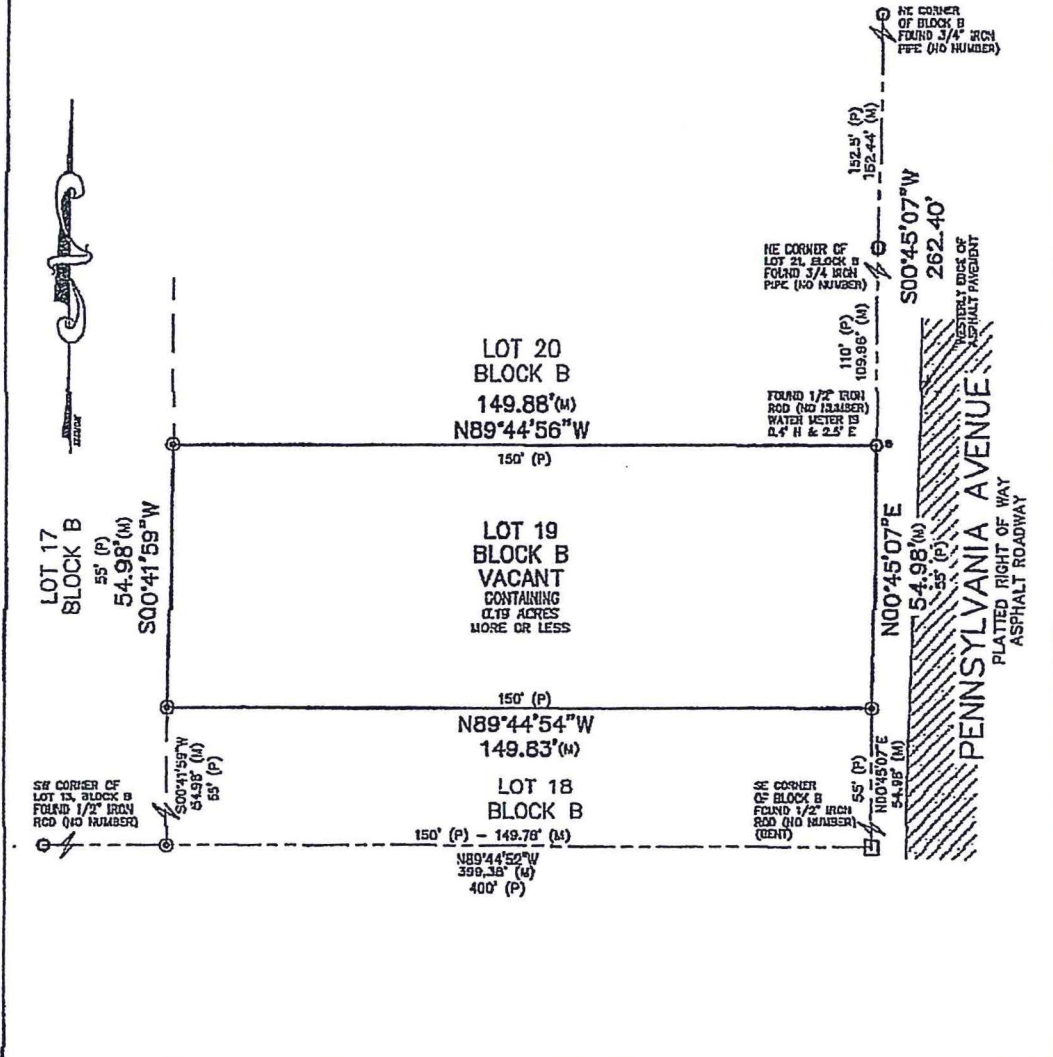
- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE BEING N00°45'07"E, AN ASSUMED DATUM.
 2. I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOODS.
 3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 5. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
 6. THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.

FOR INFORMATIONAL PURPOSES ONLY

PLAT OF BOUNDARY SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 19, BLOCK B, 1ST ADDITION TO DREAM LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

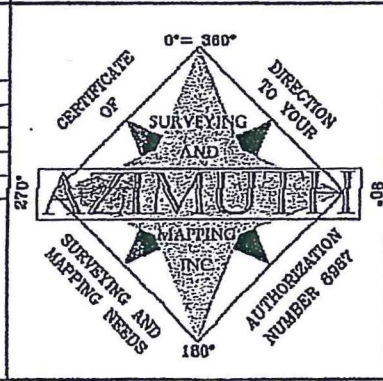


CERTIFIED TO:
 JG PROPERTIES, INC.
 PEOPLES FIRST COMMUNITY BANK
 BROKERS TITLE OF LEEBSBURG, LLC
 COMMONWEALTH LAND TITLE INSURANCE

LEGEND:	
⊙	DENOTES SET 1/2" CON ROD AND CAP LB #887 (UNLESS NOTED)
⊠	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
⊡	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
⊙	DENOTES APPARENT
⊙	DENOTES CALCULATED
⊙	DENOTES NOT OCCUPATION
⊙	DENOTES LEASURED
⊙	DENOTES NOT FIXED
⊙	DENOTES UNDER GROUND
⊙	DENOTES TYPICAL
(SPD)	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY
WF	DENOTES WOOD FENCE
CLF	DENOTES CHAIN LINK FENCE
C/W	DENOTES CONCRETE BLOCK WALL
CATV	DENOTES CABLE TELEVISION
A/C	DENOTES AIR CONDITIONER
CHUL	DENOTES OVERHEAD UTILITY LINE
ON	DENOTES ON SUBJECT PROPERTY
OFF	DENOTES OFF SUBJECT PROPERTY
CA	DENOTES CORNER NOT ACCESSIBLE
SBL	DENOTES BUILDING SETBACK LINE
PRM	DENOTES PERMANENT REFERENCE MEASUREMENT
PCP	DENOTES PERMANENT CONTROL POINT
PI	DENOTES POINT OF INTERSECTION
PC	DENOTES POINT OF CURVATURE
PRC	DENOTES POINT OF REVERSE CURVATURE
L	DENOTES ARC LENGTH
R	DENOTES RADIUS
DA	DENOTES DELTA ANGLE
CBP	DENOTES CENTER BEARING
C.R.	DENOTES CENTERLINE
---	DENOTES RIGHT OF WAY LINE
---	DENOTES CENTERLINE
---	DENOTES OVERHEAD UTILITY LINE
[Symbol]	DENOTES CONCRETE
[Symbol]	DENOTES BRICK
[Symbol]	UTILITY POLE
[Symbol]	BUY ANCHOR
[Symbol]	LIGHT POST

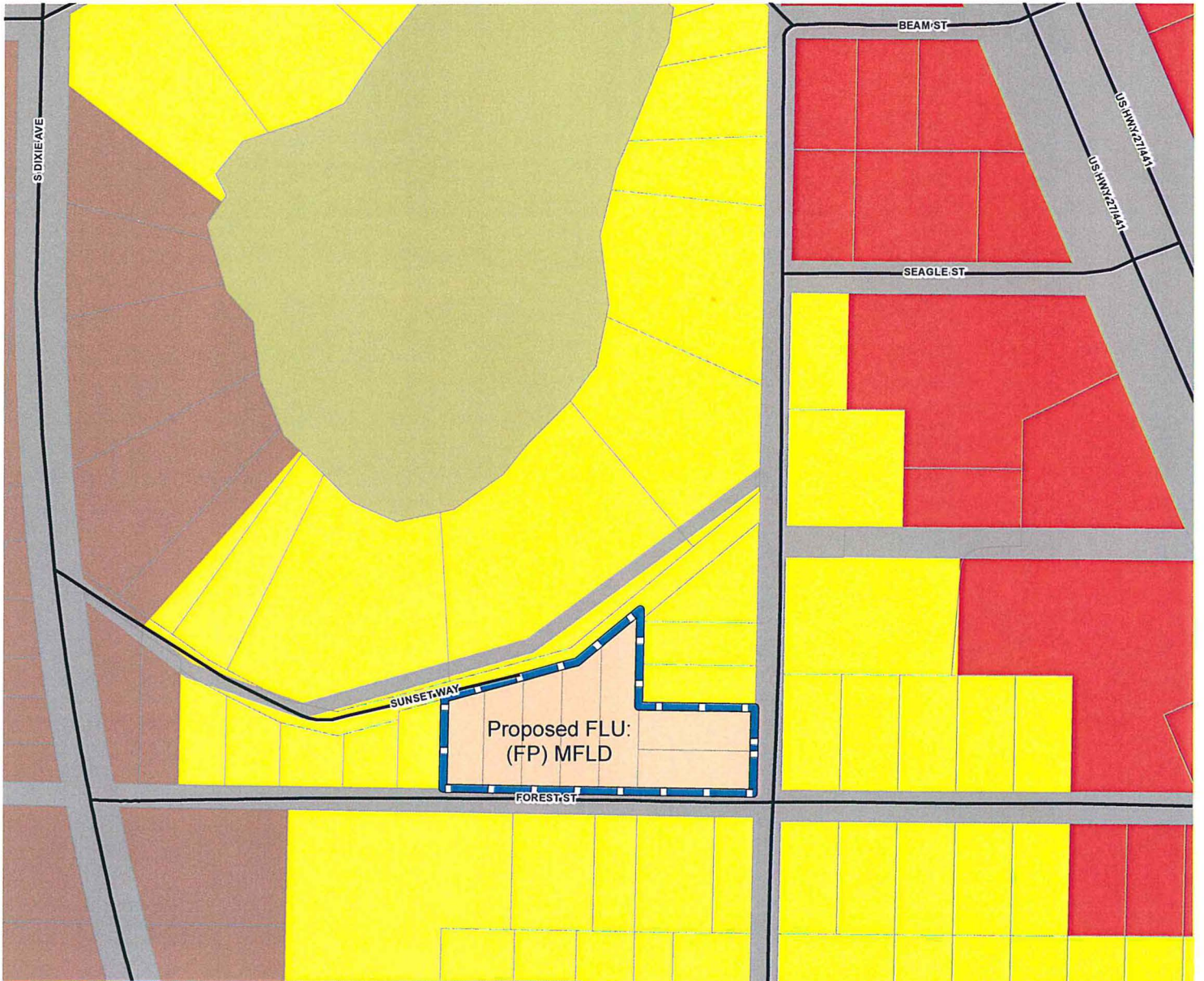
AZIMUTH SURVEYING AND MAPPING, INC.
 91 BROAD STREET, SUITE "A"
 WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/7/2006 REVISED:
 SCALE: 1" = 30 FEET 11/27/2006 TYPO
 APPROVED BY: TAD
 JOB NO. AZ05616
 DRAWN BY: RAB



- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE BEING N00°45'07"E, AN ASSUMED DATUM.
 - I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NUMBER 120387 0307 D, DATED 7/3/2002 AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE OF 100 YEAR FLOOD.
 - THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 - NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
 - THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.

FOR INFORMATIONAL PURPOSES ONLY



Legend



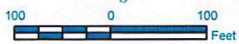
Site Boundary



City of Fruitland Park

City of Fruitland Park Future Land Use

- SFMD -- Single - Family Medium Density (4 du/ac)
- COMM -- Commercial - High Intensity
- MC -- Mixed Community (6 res. du/ac)
- IND -- Industrial
- OSC -- Open Space - Conservation
- ROW -- Right-of-Way
- MFLD -- Multiple - Family Low Density (8 du/ac)



1 inch = 200 feet

**City of Fruitland Park
Ross Property**
Lake County, Florida
Proposed Future Land Use

Project: 398-16-02
File: Proposed FLU2.mxd
Name: Ross
PM: Sherie Lindh
Date: December 7, 2016
Created By: J.Wilson

**LPG Urban &
Regional Planners, Inc.**
1162 Comp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

CITY OF FRUITLAND PARK
PLANNING AND ZONING APPLICATION

Application: _____

Date: REVISED 11-30-17

Applicant Name: WTG PROPERTIES

- Application Type:
- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Subdivision Approval |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Site Plan Approval |
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Road/Lot Vacation |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Development Order |
| <input type="checkbox"/> Clearing Permit | <input type="checkbox"/> Concurrence Review |
| <input type="checkbox"/> Other | |

Address: P.O. BOX 346

FRUITLAND PARK, FLA 34731

Phone: _____

Applicant is: Owner Agent Purchaser Lessee Optionee

Reason for Request: ALLOW FOR CONTRACTORS YARD AND TYPES OF C-1 USES

Owner's Name: WTG PROPERTIES (WAYNE GOODRIDGE)

Address: 105 WILLARD AVE. FRUITLAND PARK, FLA. 34731

Phone: _____

Property Address or Vicinity: 105 WILLARD AVE

Size of Property: 173 FT X 173 FT.

Existing Zoning: R-2 Proposed Zoning: PUD

Existing Future Land Use: _____ Proposed Future Land Use: _____

Current Number of Structures on the Property: 2 (HOUSE & SHED)

Current Utilities on the Property: Central Water Central Sewer Well Septic Tank

- Required Attachments:
1. Copy of recorded deed(s) for the property.
 2. Owner's Affidavit
 3. Applicant's Affidavit (if applicable)
 4. Copy of boundary survey or sketch plan showing existing streets, existing and proposed structures.
 5. Surrounding property owner's names and addresses for all property lying within two-hundred (200) feet of the property described on this application.

Has any previous application been filed within the last year in connection with this property? NO YES

If YES, describe: _____

STAFF REVIEW OF APPLICATION:

DATE: 12-7-17

I have reviewed this application and verify that the City of Fruitland Park has received all required attachments.

If not, a written explanation has been received and attached to this application.

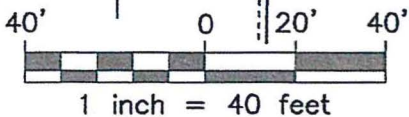
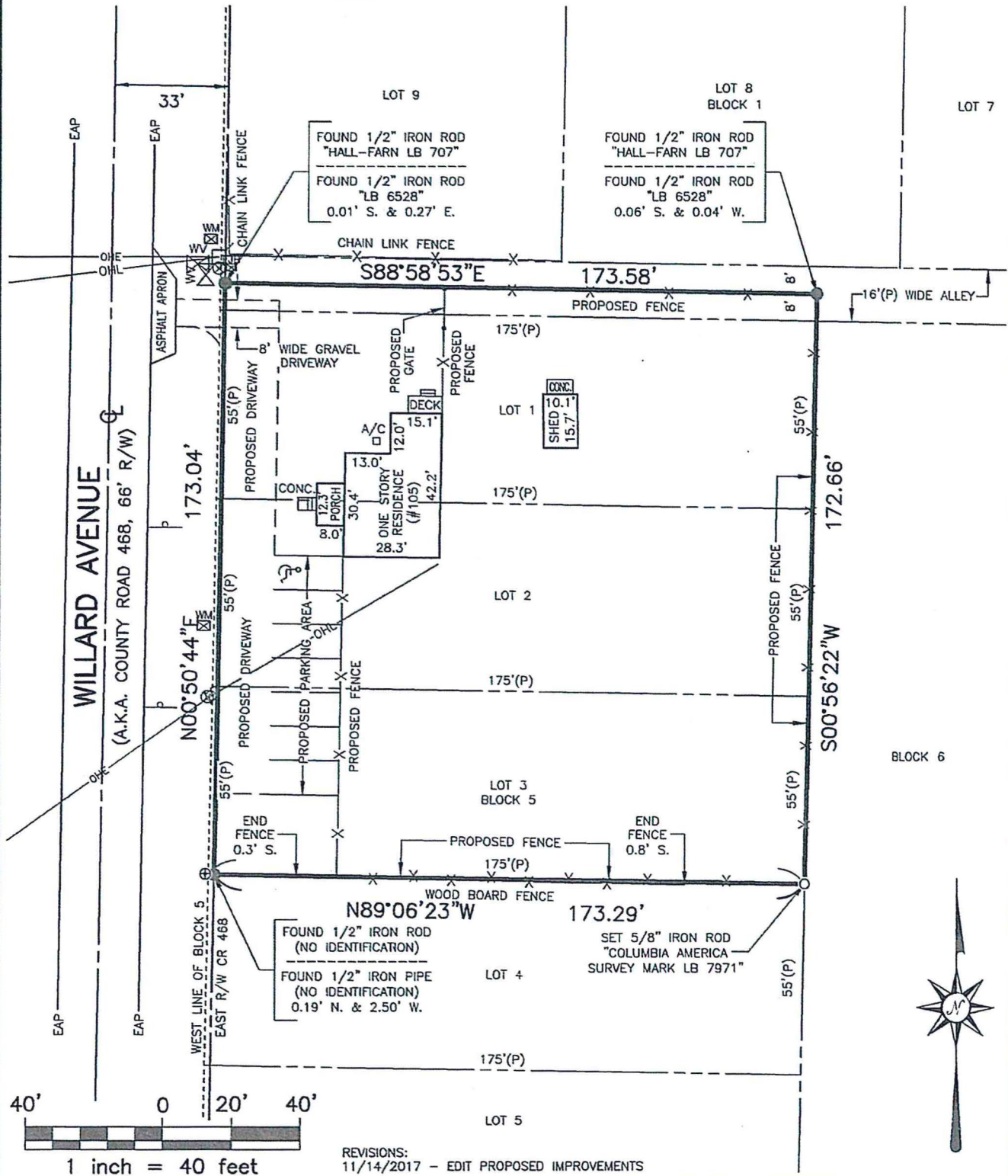
City Staff: [Signature] CP

Title: CDP

*Received
11-15-17*

BOUNDARY SURVEY FOR:

WTG PROPERTIES, LLC



REVISIONS:
11/14/2017 - EDIT PROPOSED IMPROVEMENTS

SEE PAGE 2
FOR DESCRIPTION,
LEGEND, NOTES
AND CERTIFICATION.

COLUMBIA AMERICA
SURVEYING AND MAPPING SERVICES
LICENSED BUSINESS NO. 7971 / www.ColumbiaAmerica.com
P.O. BOX 770204, OCALA, FL 34477-0204
5032 SW 104TH LOOP, OCALA, FL 34476-8911
TELEPHONE: (352) 572-5428 / FAX : 1-888-701-2267

JOB#: CA-2017-079
FILE #: 5C-00255
F.B./PG.: CA10/25
SURVEY DATE: 11/08/2017
DWG. FILE: GOODRIDGE.DWG
PAGE 1 OF 2

Reviewed
11-15-17
②

BOUNDARY SURVEY FOR: _____ **WTG PROPERTIES, LLC**

- LEGEND:**
- = FOUND IRON ROD (SIZE AND MARKINGS AS NOTED)
 - ⊕ = FOUND IRON PIPE (SIZE AND MARKINGS AS NOTED)
 - = SET 5/8" IRON ROD WITH CAP MARKED "COLUMBIA AMERICA SURVEY MARK LB 7971"
 - Ⓞ = CENTERLINE
 - ⊞ = ELECTRICAL JUNCTION BOX
 - ☆ = LIGHT POLE
 - = POWER POLE
 - ⊥ = SIGN
 - ⊗ = TELEPHONE JUNCTION BOX
 - Ⓜ = WATER METER
 - Ⓜ = WATER VALVE
 - A/C = AIR CONDITIONER ON SLAB
 - A.K.A. = ALSO KNOWN AS
 - CONC. = CONCRETE
 - DWG. = DRAWING
 - EAP = EDGE OF PAVEMENT
 - F.B. = FIELD BOOK
 - OHE = OVERHEAD ELECTRIC LINE
 - OHL = OVERHEAD LINE
 - (P) = PLAT DIMENSION
 - PG. = PAGE
 - R/W = RIGHT-OF-WAY
 - = BOUNDARY LINE
 - = RIGHT-OF-WAY LINE
 - = CENTERLINE
 - = LOT LINE
 - X — X — = FENCE LINE
 - OHE — = OVERHEAD ELECTRIC LINE
 - OHL — = OVERHEAD LINE

DESCRIPTION:

LOTS 1, 2 AND 3 AND THAT 1/2 OF VACATED ALLEY ABUTTING THEREOF, BLOCK 5, PLAT OF GEO. T. CLARK'S GARDENIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE EAST LINE OF LOTS 1-3, BLOCK 5, GEO. T. CLARK'S GARDENIA SUBDIVISION, BEARING S00°56'22"W.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
3. THIS SURVEY IS OF VISIBLE PERMANENT IMPROVEMENT FEATURES ONLY. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
4. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT EITHER THE ORIGINAL SIGNATURE AND RAISED SEAL OR THE ORIGINAL DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12069C0306E, DATED 12/18/2012, THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



Digitally signed
by: Cary M
Melvin
Date: 2017.11.13
15:25:09 -05'00'

CERTIFIED TO:
WTG PROPERTIES, LLC

CARY M. MELVIN, FLORIDA PROFESSIONAL
SURVEYOR & MAPPER LICENSE NO. 6329

SEE PAGE 1
FOR DRAWING.

COLUMBIA AMERICA
SURVEYING AND MAPPING SERVICES
LICENSED BUSINESS NO. 7971 / www.ColumbiaAmerica.com
P.O. BOX 770204, OCALA, FL 34477-0204
5032 SW 104TH LOOP, OCALA, FL 34476-8911
TELEPHONE: (352) 572-5428 / FAX : 1-888-701-2267

JOB#: CA-2017-079
FILE #: 5C-00255
F.B./PG.: CA10/25
SURVEY DATE: 11/08/2017
DWG. FILE: GOODRIDGE.DWG
PAGE 2 OF 2



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
---	--

**MINUTES
PLANNING & ZONING BOARD
DECEMBER 13, 2017
6:00PM**

- I. **INVOCATION:** Chairwoman Bame called the meeting to order at 6:00P.M. and led the pledge of allegiance. Board member Tom Bradley gave the invocation.
- II. **ROLL CALL:** All board members present. Present CDD Rector and Assistant Kelley.
- III. **MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from October 19, 2017. Motion to approve meeting minutes by Board member Tom Bradley. Second by Board member Daniel Dicus. Approved 5-0.
- IV. **OLD BUSINESS:** None
- V. **NEW BUSINESS:**
- A **First Baptist Church of Leesburg, Inc.** (ALT Key # 1287863)
- b. PUD (Planned Unit Development) Application to rezone to a mixed use planned unit development consisting of residential, commercial, institutional and recreational uses for an aged restricted community
- CDD Rector gave introduction for the PUD rezoning application and the second part of the PUD rezoning application being the Master Developer's Agreement outlining what is allowed uses of property; no building plans to be presented at this time. Final hearings for the applicant will be January 11, 2018, and January 25, 2018 during City Commission hearings
- Chairwoman Bame addressed the chambers again stating tonight's meeting is being heard before a recommending board only and all final hearings will be held by City Commission
- CDD Rector introduced City Land Planner Greg Beliveau with LPG; City Land Planner Beliveau advised the Board a recommendation is being given for the entire PUD application; the property is formerly known as the Pine Ridge Dairy property and whereas a portion has already been developed by The Villages and the applicant is applying to develop the remaining portion of what used to be a part of one parcel; City Land Planner Beliveau introduced the application and the various zoning regulations that are being applied under the PUD zoning application; City Land Planner Beliveau also

explained a traffic study for the rezoning application has been sent to Lake County; should the project continue to move forward additional studies will be required by the applicant to support the intended uses under the PUD rezoning; City Land Planner Beliveau also discussed within the past 24 hours during conference calls there is an amendment to the Master Developer's Agreement under Section #4 Item P and Q; City Land Planner described the definition of ALF within Lake County as it is different from the request of the applicant; Section #4, Item P and Q will be revised to strike out adult congruent living facility whereas the ALF is now a part of the residential component

City Land Planner Beliveau also advised the applicant is requesting 5-story buildings above final grade be allowed supporting mixes of housing (ALF, ILF, Skilled Nursing, etc.); City Land Planner Beliveau explained the City is capable of providing fire services for those buildings

CDD Rector introduced in attendance Art Ayriss, First Baptist Church of Leesburg, Chris Wickberg, VP of Design & Construction with Westminster Communities of Florida, and Greg Crawford, Florida Engineering Group; CDD Rector gave the opportunity for the applicant to address the Board

Applicant Art Ayriss reflected the project as being a process of two years with working closely with the City of Fruitland Park

Chairwoman Bame addressed the audience if there were any public comments

The following City of Fruitland Park residents gave reasons of opposition:

Gary Beckman, The Villages – objects 5-story building out of character for the City; Phillip Egner, City of Fruitland Park – objects that a large development is pending on a town not able to sustain a meeting in a room that only holds 71 to capacity; Lauren Collins, City of Fruitland Park – objects to public services that will not be there for the residents of Fruitland Park; Richard Spinelli, The Villages – does not agree with established buffer zone regardless of development size; Stephen May, City of Fruitland Park – concerned with gopher tortoise relocation; Randi Niles, The Villages – would like current green space to not be eliminated ; Ronald Cordie, The Villages – questioning entrance to development and use of golf cart access; Randall Harrison, City of Fruitland Park filed a petition on behalf of the Brookstone residents and is opposed to loss of bordering greenbelt and overall size of proposed buildings; Stephen Eynard, The Villages – questioned if Pine Ridge Dairy Road would stay closed to abut The Villages' Development

The following City of Fruitland Park and Sumter County residents gave reasons of favor: Rita Ranize, City of Fruitland Park – accepts the growth and improvements to the City; and Carole Jarvis, The Villages of Sumter County – Westminster is a first class facility

During citizen's comments CDD Rector, Board members, City Land Planner Beliveau and Applicant Art Ayriss gave detailed explanations and references to city land development regulations (LDR's)

Board member Crews addressed the greenbelt concerns during citizen's comments; Board member Crews compared The Villages to what is being proposed by the applicant and is in favor of the applicant based on those proposals

Board member Dicus questioned if the applicant (First Baptist Church) was a joint effort with the developer Westminster Properties; Applicant Ayris answered no, Westminster is purchasing 65 acres from the First Baptist Church; however coming to the City as one PUD application; Applicant Ayris stated the First Baptist Church is developing the commercial sites; Board member Dicus also addressed the height of the building(s) as reason why 5-story is preferred over 3-story; VP of Design & Construction Wickberg addressed the Board that the 5-story is a good model to allow more units and more green space rather than sprawling parking areas; Board member Dicus questioned if developer objectionable to 5-story, VP of Design & Construction Wickberg responded we prefer 5-story

Board member Purlee questioned if any of the buildings carry LEAD Certifications; VP of Design & Construction Wickberg responded he is a LEAD Accredited Professional; the buildings in past have been certified by the State of Florida Green Counsel; Board member Purlee gave definition of what a LEAD Certification entails; Board member Purlee also addressed the value of a mixed use development which allows density of a development to be regulated by the adopted LDR's of the City that will be in the best interest for health care, fire protection, roads, etc. for long term conditions

Board member Dicus also questioned the time-frame to complete build out of all planned development; VP of Design & Construction Wickberg addressed the Board that there is no specific time-line other than the entry road; Applicant Ayris added that engineer services have been contracted for the master development plan of the church and construction should commence around February 2018

Board member Dicus questioned who owned the proposed property for the residential buildings; VP of Design & Construction Wickberg stated Westminster properties; Board member Dicus questioned where on the proposed site plan is the location of the residential area; it was displayed on the proposed site plan possibly the residential housing would back up to the residents of the Brookstone Community

CDD Rector discussed the intent of the 5-story buildings is to be located more near the hilltop of the property; VP of Design & Construction Wickberg stated that is the intent of the buildings including the residential housing location; general discussion occurred where the site plan was reviewed with the Board and Citizens by VP of Design & Construction Wickberg including the proposed roadways and value of the residential housing

Board member Dicus questioned what happens if the church builds their proposed buildings and the developer after consideration decides not to develop their proposed sites, what happens with what has been approved; Chairwoman Bame stated once the rezoning has been approved another developer could develop under the approved zoning; City Land Planner Beliveau interjected as long as it follows the approved Master Developer's Agreement of 55+ Community there are already established and adopted guidelines any other or future developer would have to follow; City Land Planner

Beliveau stated if the development was to change outside of the adopted Master Developer's Agreement, it would have to come back for approval by the Board and City Commission

CDD Rector addressed City Land Planner Beliveau with regards to Board member Dicus' last question; CDD Rector questioned if the property changed ownership the approved 5-story buildings could possibly be used as an apartment complex; City Land Planner Beliveau responded yes as long as it was a 55+ apartment complex; CDD Rector addressed City Land Planner Beliveau how can the City be protected in this event; City Land Planner Beliveau responded an amendment to the Master Developer's Agreement would be added to clarify if there are any changes to what was approved for development (use of buildings) it would have to come back to Commission for approval

Applicant Art Ayris responded that an amendment is acceptable; VP of Design & Construction Wickberg responded an amendment is acceptable

City Land Planner Beliveau agreed no issue to amend current Master Developer's Agreement to add language of intended use prior to City Commission approval

Board member Dicus questioned the proposed residential area that abuts the Brookstone community, will the future development utilize Pine Ridge Dairy Road; VP of Design & Construction Wickberg stated it is the intent of the development to use of CR 466A and private drives will be gate accessed

CDD Rector clarified all roads within the development are private and not the City's responsibility

Chairwoman Bame moved for a motion with no further Board or citizen comments

Motion to approve PUD rezoning application as amended and language forwarded by developer by Board member Crews. Second by Board member Purlee. Approved 5-0

Board member Bradley called for an interlude - meeting resumed with Item B

B Mesos Medical Office Major Site Plan Submittal (ALT Key # 1288215)

b. Major site plan submittal for a proposed medical office; Adopted Resolution 2017-008 attached with regards to granting buffer variance

CDD Rector introduced application and gave a brief explanation as to delay in application coming before the board due to Lake County redesigning the previous location of drive; CDD Rector and City Land Planner Beliveau recommend approval of Mesos Medical Office Major Site Plan Submittal

Motion by Board member Purlee to approve Major Site Plan submittal. Second by Board member Dicus. Approved 5-0

C Ross Property Site Specific Small Scale Comp Plan Amendment and Special Exception Use

b. Amending the Future Land Use Map and Future Land Use Designations to Multi-Family Low Density as Limited by Site Specific Amendment and Granting A Special Exception Use in the R-2 Zoning

c. Allow Residential Duplexes on lots: #13 ALT Key 1793785; #14 ALT Key 3854556; #15 3854557; #16 ALT Key 3854558; #17 1431671; #18 3854559; #19 3854560

CDD Rector gave introduction and summary of application; applicant is coming back before the Board and Commission under the City Attorney advisement to request for all properties lots 13 -19 to be heard at one hearing to allow the Special Exception Use (SEU); CDD Rector stated there are two constructed dwellings awaiting final certificate of occupancy based on Board recommendation and Commission approval for the SEU to allow same construction; CDD Rector stated applicant has connected to city sewer services and constructed a lift station

CDD Rector advised Board the city's land use map is to be amended to allow for duplexes without changing current zoning; CDD Rector clarified the SEU would establish if future construction of duplexes is requested under R2 zoning the applicant would come before Commission for approval

Chairwoman Bame questioned if notices sent to surrounding property owners; Assistant Kelley responded 45 total notices with 2 returned opposed

Board member Purlee questioned if reasons were given for opposition; Assistance Kelley responded no on first opposition; read reason given on second application not in agreement with surrounding properties

Board member Crews interjected it was not clear how application ever went before Commission prior to being addressed by Board; Board member Crews not satisfied with application process

Chairwoman Bame addressed any other Board comments or citizens' comments

Board member Dicus announced he will abstain from vote as direct employee of applicant

Chairwoman Bame moved for a motion for approval; City Land Planner Beliveau clarified there are two motions

Motion by Board member Purlee to approve Site Specific SSCPA and SEU. Second by Board member Bradley

The following City of Fruitland Park residents gave reasons of opposition:

Carlisle Craig Burch, City of Fruitland Park – application does not meet current zoning; Sharon (Diane), City of Fruitland Park – dissatisfied with CDD Rector application

process and the uses of property; Kenneth Woods, City of Fruitland Park – opposed to any future duplexes

Chairwoman Bame called for any further comments; Chairwoman Bame called for motion to resume as called; Motion by Board member Purlee to approve Site Specific SSCPA and SEU. Second by Board member Bradley. Approved 3-1 (Opposed Board member Crews) (Abstained Board member Dicus)

D WTG Properties (ALT Key # 1432235)

b. Allow for Contractors Yard and C-1 Uses (Neighborhood Commercial)

CDD Rector gave introduction to application and clarified property location; the applicant is requesting commercial storage use for specifically a City of Fruitland Park roofing contractor; applicant has plans to fence from view the storage area; CDD Rector stated there are no plans to the residential home on property

CDD Rector stated Board member Dicus had a question prior to the scheduled Board meeting; if application is approved employees of roofing contractor be allowed to park behind perimeter fence

Chairwoman Bame questioned application is to allow the requested use and to change current zoning from residential to commercial; CDD Rector verified application request and zoning use

Board member Crews questioned the height of fence; CDD Rector clarified 6' white vinyl fence

Chairwoman Bame called for citizen's comments

The following City of Fruitland Park residents gave reasons of opposition:

Rita Ranize, City of Fruitland Park – opposed with current applicants use of residential property and the code violations relating

Chairwoman Bame questioned if notices to surrounding property owners have been sent; CDD Rector stated no complaints as of date; Assistant Kelley stated no notices to surrounding property owners have been sent

Chairwoman Bame questioned CDD Rector if surrounding property owners were to be notified prior to meeting; CDD Rector stated yes

Chairwoman Bame stated the application will be tabled due to notices not being sent

Chairwoman called motion to table the Rezoning application. Motion by Board member Dicus to table WTG properties rezoning application. Second by Board member Crews. Approved 5 -0

ADJOURNMENT: 8:25PM

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Daniel Picus, hereby disclose that on Dec 13th, 20 17:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*I am a Direct employee of Ross Plumbing
A company owned By Terry Ross - President
Applicant for Small scale Comp plan Amendment and special
exception use*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-3-18
Date Filed

Daniel Picus
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**AGENDA ITEM
NUMBER**
5j

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing – Ordinance 2017-030 Solid Waste Increase		
For the Meeting of:	January 11, 2018		
Submitted by:	City Treasurer/City Attorney		
Date Submitted:	December 4, 2017		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
<p>Description of Item: First Reading was held on December 14, 2017. Proposed Ordinance 2017-030 increases solid waste collections and recycling two percent (2%) effective January 1, 2018 per the contract that allows an annual increase each January.</p> <p>Residential will increase \$.23, \$18.75 to \$18.98 per month (includes recycling increase); Commercial weekly pick-up will increase \$.14, \$19.87 to \$20.01 per month, and Commercial biweekly pick-up will increase \$.17, \$21.73 to \$21.90 per month.</p> <p>Action to be Taken: Enact Ordinance 2017-030 to become effective January 1, 2018.</p>			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

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

ORDINANCE 2017-030

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2018; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park through a waste management company provides solid waste and recycling services to customers within the City of Fruitland Park; and

WHEREAS, the City of Fruitland Park charges its customers a rate for providing such service; and

WHEREAS, the City of Fruitland Park's contract with the waste management company allows for an annual increase each January and the City has been notified that the rates will increase 2%; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the increased rates should be passed on to those who receive such services, and that adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

Section 1. Recitals.

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

Section 2. Refuse Collection Fees.

That Section Sec. 99.40 in Chapter 99, of the Fruitland Park Code of Ordinances is hereby amended to read as follows:

Sec. 99.40. Refuse collection fees.

- (A) The city clerk is authorized to charge a fee for refuse collection as set forth in division (B) below.
- (B) The refuse collection services for which the city clerk shall charge a fee and the amount of fee for each service are as follows:
 - (1) Residential collection, monthly fee.

(a) *Manual curbside pickup:*

	NUMBER OF 32 GALLON CONTAINERS
TWICE WEEKLY COLLECTION	1 through 6
	\$18.75 <u>\$18.98</u>

(b) *Mechanical containerized service:* Shall be the same as the commercial containerized service fees set forth below except that the disposal component of the fee shall be those disposal fees for residential service established by Lake County multiplied by the residential units.

(2) Commercial collection, monthly fee.

(a) *Manual curbside pickup:*

	NUMBER OF 32 GALLON CONTAINERS
NUMBER OF WEEKLY COLLECTIONS	1 through 6
	1 \$19.87 <u>\$20.01</u>
	2 21.73 <u>\$21.90</u>

(b) *Mechanical containerized service:*

Commercial Collection
Mechanical Containerized Service

# OF WKLY	SIZE OF CONTAINER IN CUBIC YARDS			
	2	4	6	8
1	\$ 83.13 <u>\$83.89</u>	\$157.55 <u>\$158.97</u>	\$226.50 <u>\$228.47</u>	\$279.10 <u>\$281.29</u>
2	\$163.02 <u>\$164.55</u>	\$311.84 <u>\$314.68</u>	\$449.82 <u>\$453.76</u>	\$554.97 <u>\$559.33</u>
3	\$242.92 <u>\$245.21</u>	\$466.17 <u>\$470.43</u>	\$673.09 <u>\$678.99</u>	\$830.82 <u>\$837.37</u>
4	\$322.79 <u>\$325.85</u>	\$620.48 <u>\$626.16</u>	\$896.37 <u>\$904.23</u>	\$1,106.26 <u>\$1,115.00</u>
5	\$402.66 <u>\$406.49</u>	\$774.79 <u>\$781.89</u>	\$1,119.64 <u>\$1,129.47</u>	\$1,382.51 <u>\$1,393.43</u>
6	\$482.58 <u>\$487.17</u>	\$929.09 <u>\$937.60</u>	\$1,342.91 <u>\$1,354.70</u>	\$1,658.36 <u>\$1,671.47</u>

- (3) Reserved.
- (4) The fee for any refuse collection service not specifically set forth above shall be determined by negotiation between the city, the hauler, and the customer. However, in the event that a fee cannot be agreed upon, the city manager shall set the fee.
- (C) The fees charged pursuant to this section shall be charged only for those refuse collection services provided under Chapter 98 of this Code. For purposes of this section, users of the city's water system shall be considered receivers of the city's refuse service.
- (D) The fee charged for refuse collection shall be charged monthly.
- (E) Failure by any person or business entity to remit a fee charged pursuant to this section shall result in any or all of the following:
 - (1) Discontinuance of refuse collection service;
 - (2) Discontinuance of water service;
 - (3) Institution of enforcement proceedings by the code enforcement officer;

- (4) Institution of judicial enforcement and collection proceedings; or
 - (5) Any other enforcement and collection proceedings deemed necessary by the city manager.
- (F) Any person or business entity desiring to challenge an amount charged pursuant to this section shall request a hearing with the city manager regarding the disputed amount. Upon a request for hearing pursuant to this division, the city manager shall schedule a hearing with the complainant. Upon the conclusion of the hearing, the city manager shall have the authority to make any adjustment to the amount in dispute that he deems necessary.

Section 3. Conflicts And Ordinances Repealed.

All ordinances or parts of ordinances in conflict are hereby repealed.

Section 4. Severability.

If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. Codification.

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon adoption; however, the refuse collect rate adjustments shall be implemented January 1, 2018.

PASSED AND DULY ADOPTED by the City of Fruitland Park, Lake County, Florida this ____ day of _____, 201__.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading December 14, 2017

Second Reading



**AGENDA ITEM
NUMBER**
5k

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing – Ordinance 2017-031 Personnel Policy and Procedures – Education Reimbursement Program		
For the Meeting of:	December 14, 2017		
Submitted by:	City Manager/City Attorney		
Date Submitted:	December 7, 2017		
Are Funds Required:		Yes	
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item: First reading was held on December 14, 2014.			
Action to be Taken: Enact Ordinance 2017-031 to become effective by law.			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

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

ORDINANCE 2017-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING REVISIONS TO POLICY 10.1 IN CHAPTER X IN THE CITY OF FRUITLAND PARK'S PERSONNEL POLICIES AND PROCEDURES MANUAL ADOPTED IN ORDINANCE 2017-016; PROVIDING FOR DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park adopted a Personnel Policies and Procedures Manual in Ordinance 1992-018, which has subsequently been amended with the last amendment occurring in Ordinance 2017-016; and

WHEREAS, the City desires to further amend its policies and procedures for the benefit of the City and its operations.

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

Section 1. In chapter X, Policy 10.1 entitled Education Reimbursement is repealed. A new Policy 10.1 entitled Education Reimbursement attached hereto as **Exhibit A** is hereby ADOPTED.

Section 2. The City Manager is directed to replace the repealed policy with the new policy 10.1 adopted herein into the City's Personnel Policies and Procedures Manual, and update the title page of the manual to reflect the last revision.

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

PASSED and ORDAINED this 11th day of January 2018, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

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

First Reading: December 14, 2017

Second Reading

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

EXHIBIT A

X. CAREER DEVELOPMENT

General Statement

Full-time employees who have completed at least twelve months of City service are encouraged to take advantage of education and training benefits to improve their job skills. These benefits are limited to training and education which are relevant to the employee's current position or "reasonable" transfer and promotion opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than three years of additional education or training. These benefits will be available to all employees on a first come first served basis, subject to the availability of budgeted funds.

Requests for education and training may be initiated by either the employee or the Department Head. Reference to training requests and training received should be made on the Performance Evaluation forms. Final decisions on requests for education and training will be made by the City Manager.

10.1 Education Reimbursement

- (a) Request Procedure – For a proposed curriculum of study which either costs \$250.00 or more ~~or~~ and which if completed will qualify the employee for either a different employment position or for a position within the City at a higher pay scale employees must submit a written request, with a proposed curriculum of study, to the City Manager, at least 20 days prior to the registration deadline for such classes. Requests will be considered for attendance at accredited colleges, universities, and business and technical schools for single courses or programs leading to a degree or certificate.

The request must include a statement by the employee that if he terminates employment for any reason, except involuntary dismissal, within two (2) years from date of reimbursement he shall repay the City 50% of the amount reimbursed. If an employee is terminated involuntarily during the aforementioned period he shall repay the City 100% of the amount reimbursed.

- (b) Amount of Tuition Reimbursable – If a written request is approved by the City Manager, upon successful completion of the course(s) with a grade of "C" or better, or "Passing" where no grade is used the employee shall receive reimbursement for 100% of the costs of tuition up to the equivalent charged per credit hour by a Florida public state college/community, upon successful completion of the course(s) with a grade of "C" or better, or "Passing" where no grade is used. Employees are prohibited from receiving double funding for education; i.e. from the City and another source

such as the Veterans Administration. Employees will be required to sign a statement verifying that the City is the sole source of funding.

- (c) Reimbursement Request - When the employee completes a class he shall provide an official transcript or report card and an itemization of reimbursable expenses (with receipt if possible) to the City Manager. When the employee completed a class, the employee shall provide documentation of successful completion. This documentation shall be in the official form provided by the educational institution in question, which form must be approved by the City Manager prior to registration for the course. Along with this documentation, the employee shall submit an itemization of those expenses, supported by receipts, for which the employee desires reimbursement. Reimbursement is limited to tuition in the amount provided in (b) above.
- (d) Police Service – Police service employees are eligible for education and training incentive increments to be applied to their salary in accordance with State law.
- (e) Firefighters – Active members of the Volunteer Fire Department are exempt from the requirements as set forth in the first paragraph of the “General Statement” of this Chapter. Members of the Department shall comply with the Educational Reimbursement (10.1), Training (10.2) and Personal Education and Training (10.3) provisions of this section. Final determination as to the definition of an education or training course shall be made by the City Manager.

10.2 **Training**

- (a) Authorization to Attend Function – The City may authorize an employee’s or volunteer fire fighter’s attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee’s job or volunteer fire fighter’s skills.
- (b) Request Procedure – For a proposed curriculum of study which costs less than \$250.00 and which if completed will not qualify the employee for a different employment position nor for a position within the City at a higher pay scale, but which will serve only to enhance the employee’s abilities in the current employment position, the employee will not be required to reimburse the City for any amounts expended by the City for such training. Requests to attend training sessions should be made at least 30 days prior to the deadline for registration. The Department Head will make decisions regarding employee or fire fighter attendance subject to the final approval of the City Manager. All requests for training are to be forwarded to the City Manager even if the request is denied by the Department Head (for record keeping purposes).

- (c) Costs Covered – When a request for training is approved, the employee’s or volunteer fire fighter’s cost of registration, tuition, publications, transportation, lodging and per diem will be paid by the City.

10.3 **Personal Education and Training**

Employees or volunteer fire fighters who desire to further themselves through education or training not related to their work for the City are encouraged to do so. The City will be unable to provide financial assistance for this type of education and training. Employees may be granted, upon written request, permission to take time away from their job for training (conference, workshops, etc. – not ongoing classes) when such time is taken without pay, as compensatory time or as vacation time, and only so long as their absence will not cause hardship for their Department.



**AGENDA ITEM
NUMBER
6a**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Manager Report		
For the Meeting of:	January 11, 2018		
Submitted by:	City Manager		
Date Submitted:	January 2, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:	<ul style="list-style-type: none"> (i) Northwest Lake Community - Cales Park Multipurpose Soccer Field Complex Status Report (ii) Public Works Department – Streets and Sidewalks Status Report 		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____

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



**AGENDA ITEM
NUMBER
6b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report			
For the Meeting of:	January 11, 2018			
Submitted by:	City Attorney			
Date Submitted:	January 3, 2018			
Are Funds Required:		Yes	X	No
Account Number:				
Amount Required:				
Balance Remaining:				
Attachments:				
Description of Item: Please find below items to report to the City Commission.				
<p><u>James and Rita Homonai v. Foster, Crenshaw and City of Fruitland Park.</u> A closed session meeting is being scheduled to take place for Council to consider settlement demands. The date and time of the meeting will be announced at the meeting on January 11th.</p> <p><u>Green v. City of Fruitland Park, Hunnewell, Isom & Isaacs.</u> –Plaintiff has no factual knowledge to support the claims against either former Chief individually. Plaintiff maintains that Officer Hunnewell used excessive force, broke his arm, and made racial slurs. Plaintiff is claiming lost wages and medical expenses in addition to pain and suffering, emotional damages, and punitive damages. Plaintiff’s counsel recently contacted Co-Defendant’s attorney with a demand to settle all claims against all Defendants. Counsel is attempting to secure a voluntary dismissal of all claims in light of information learned that is not supportive of Green’s claims.</p> <p><u>Notice of Claim – James Hartson:</u> No developments to report.</p> <p><u>Notice of Claim – Larry Odum:</u> No developments to report.</p>				
Action to be Taken:				
Staff’s Recommendation:				
Additional Comments:				

Reviewed by: _____

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



AGENDA ITEM NUMBER 7

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments		
For the Meeting of:	January 11, 2018		
Submitted by:	City Clerk		
Date Submitted:	January 2, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>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.</p> <p>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.</p>			
Action to be Taken: None.			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor¹

RESOLUTION 2013 -023

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

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

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

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

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

Sec. 1. Citizen's Rights

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

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

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

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

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

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

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

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

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



Christopher J. Bell, Mayor

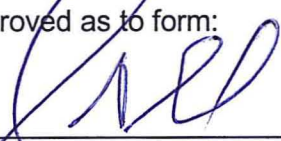
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney